

1 <https://www.capcut.com/clause/terms-of-service>

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3 Terms of Service

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5 Last updated: April 15, 2026

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7 General Terms - All United States Users

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9 1. Your Relationship With Us

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11 Welcome to CapCut (the "Platform"). These Terms of Service (these "Terms"), as may be amended from time to time, apply to United States users and govern the relationship and serve as an agreement between you and TikTok USDS Joint Venture LLC ("TikTok USDS Joint Venture," "we," or "us") and set forth the terms and conditions by which you may access and use the Platform and our related services, applications, websites, products and/or content (collectively, the "Services"). We work with service providers and business partners, such as BD TikTok USA LLC and its affiliates (hereinafter referred to as "TT Commerce & Global Services") in accordance with applicable laws including the Executive Order 14352 and any compliance obligations thereunder, and our affiliates, in order to provide certain important functions of the Platform and the Services so that you and other users can use them and enjoy a global experience, including in connection with commercial services and activities.

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13 For purposes of these Terms, "you" and "your" mean you as the user of the Services.

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15 The Platform includes the CapCut mobile software applications ("CapCut APP"), software applications deployed on the desktop ("CapCut Desktop version"), the CapCut official website ("CapCut Web version"), the Pippit web platform and mobile application ("Pippit"), CapCut services in other forms now existing or hereafter devised, related Software Development Kit ("SDK"), and Application Programming Interface ("API") for you through third-party websites and other software applications to access and use the Platform and the Services. The version of the Platform may differ for factors such as the jurisdiction from which you access the Platform and the device you use. The Services, in full or in part, may not be available in all jurisdictions, for all devices or in all languages. You should obtain, download, and install the appropriate version according to the actual device conditions of your jurisdiction.

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17 You can access the Platform and obtain the Services through the software application pre-installed in hardware devices or downloaded from third-party platforms authorized by us, and/or by accessing CapCut official websites. Unofficial versions of CapCut obtained via any other platforms or websites are not authorized by us, and we and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors are not responsible for their contents. If you suffer any losses as a result, TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors shall not be liable for your losses, which you alone will bear.

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19 These Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

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21 The Services are only intended for individuals 13 years old and older. In addition, if you are above this age threshold but are under 18 years old or the applicable age of majority in the jurisdiction you reside in, you may only access or use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these

Terms with you.

2. Accepting these Terms

By accessing or using our Services, you confirm that you can form a binding contract with TikTok USDS Joint Venture, that you accept these Terms (including any supplemental terms appended hereto) and that you agree to comply with them.

Your access to and use of our Services are also subject to our Privacy Policy, Community Guidelines (where applicable), Materials License Agreement, and additional terms and policies that are otherwise made available to you ("Additional Terms"), the terms of which can be found directly on the Platform, on your mobile device's applicable store, or where else the Platform is made available for download, and such terms are incorporated herein by reference. You may also be subject to additional terms and policies for your access or use of certain new features of the Platform, certain Services and/or certain content. Such additional terms and policies shall form part of these Terms. If any specific provision of the Additional Terms conflicts with these Terms, the specific provision of the Additional Terms will prevail with respect to your use of the applicable services.

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the business or entity to these Terms, and that you agree to these Terms on behalf of the business or entity, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others, regardless of whether or not they are affiliated with your business or entity, including any employees, agents or contractors.

3. Changes to these Terms

We may amend or update these Terms from time to time, to reflect changes, updates or new features to the Platform and/or Services, or when there are regulatory changes. We will notify you of any material changes by updating the "Last Updated" date at the top of the new Terms or providing any other notice as required by applicable law. You agree to regularly check such notices and review these Terms regularly to stay informed of our latest practices.

Your continued access to or use of the Platform and/or Services after the effective date of the updated Terms constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop accessing or using the Platform and Services.

You should print off or save a local copy of these Terms for your records.

4. Your Account with Us

To access or use some of our Services, you must create an account with us. When you create this account, you must provide us with true, accurate, complete and current information. It is important that you maintain and promptly update your account details and any other information you provide to us, to keep such information true, accurate, complete and current.

It is important that you keep your account login details confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must notify us immediately at: support@us.capcut.com for CapCut or ussupport@us.pippit.ai for Pippit.

45 You acknowledge and agree that:
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47 you are solely responsible (to us, our affiliates, service providers, and
business partners, including TT Commerce & Global Services, and to others) for
all activities on the Platform that occur under or through using your account.
If you are accessing the Platform or using the Services on behalf of a business
or entity, all such activities will be attributable to and binding on such
business or entity; and
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49 TikTok USDS Joint Venture and its affiliates may, but shall have no obligations
to, monitor activities on the Platform that occur under or through using your
account, but shall not be responsible for any losses incurred by you as a result
of or arising from any unauthorized access to your account.
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51 We reserve the right to temporarily or permanently suspend or terminate your
account or take other remedies available to us with or without notice at any
time, for no reason or any reason, including without limitation:
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53 if you have failed to comply with any of the provisions of these Terms or any
applicable laws;
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55 if activities occur under your account which, in our sole discretion, would or
might cause damage to us, our affiliates, service providers, or business
partners, including TT Commerce & Global Services, or other users, impair our
ability to operate the Platform or Services, or infringe on or violate any
third-party rights (including intellectual property rights);
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57 in response to requests by law enforcement or other government agencies;
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59 due to unexpected technical or security issues or problems; or
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61 if your account remains inactive for a certain period.
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63 In the case where we decide to permanently suspend or terminate your account or
take other remedies, we will notify you in advance in order to allow you time to
access and save your information and content, unless it is inappropriate for us
to do so, we reasonably believe that continued access to your account will cause
damage to us, our users, our affiliates, service providers, or business
partners, including TT Commerce & Global Services, or other third parties, or we
are legally prevented from doing so.
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65 Subject to any statutory rights you might have under applicable laws, if your
account is temporarily or permanently suspended or terminated, access to your
account, and any related information or content associated with your account may
be temporarily or permanently suspended or terminated accordingly. As we do not
guarantee the permanent availability of your content, you should regularly make
backups of any content you value.
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67 If you no longer want to use or access the Platform and our Services, you can
choose to delete your account through the "Manage account" page on the Platform.
Alternatively, you can also request the deletion of your account by contacting
us via support@us.capcut.com or completing the webform at
<https://www.capcut.com/us-privacy> for CapCut, or by contacting us via
ussupport@us.pippit.ai for Pippit, after which we will provide you with further
assistance and guide you through the account deletion process. Please be aware
that once you choose to delete your account, you will not be able to reactivate
your account, retrieve any of your account data, or any of the content or
information you have uploaded, created, edited, shared, received from other
users or are otherwise associated with your account.
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69 Termination of your account will terminate your access or use of the Platform

and the Services.

As used in these Terms, "applicable laws" shall refer to all applicable laws, regulations, rules, statutes, codes, ordinances, orders, writs, decrees or other requirements enacted by a government authority, as amended from time to time.

5. Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and applicable laws. You agree to use the Services only for purposes expressly permitted under these Terms and applicable laws.

You may not:

access or use the Services if you are not fully able and legally competent to agree to these Terms or if your parent or legal guardian does not consent to your use of the Services, or if you are not authorized to use the Services by the business or entity that you represent;

take or attempt to take any of the following actions: copy, decipher, modify, adapt, translate, reverse engineer, disassemble, decompile, or create any derivative works based on, the Services, including any files, tables or documentation (or any portion thereof) (except as expressly permitted under these Terms) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;

modify or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notices or marks displayed on or through the Services;

distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof or use the Services or any derivative works thereof in a manner which is not authorized by us;

market, rent or lease the Services for a fee or charge or for free;

interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or circumvent or bypass any measures we may use to prevent or restrict access to the Services;

incorporate the Services or any portion thereof into any other program or product, except as expressly permitted under these Terms;

impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;

use automated scripts or other technologies to collect information from or otherwise interact with the Services;

use the Services to upload, transmit, distribute, store or otherwise make available computer codes (including malware or software), files or content that contain viruses, Trojans, worms, spyware, adware, key loggers, logic bombs or any other material that is malicious, technologically harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorized disclosure or destruction or corruption of data ("Harmful Code");

use the Services in a manner that violates or infringes on any third party's rights of publicity, privacy, intellectual property or other rights;

101 use the Services to troll, bully, harass, intimidate, cause distress to,
102 threaten, hurt, embarrass, upset, defame, provoke or antagonize any other person;
103 use the Services to communicate or make available any material or content which
(i) is defamatory of any person, obscene, offensive, pornographic, hateful or
inflammatory; (ii) would constitute, encourage or provide instructions for a
criminal offense, dangerous activities or self-harm; (iii) is deliberately
designed to provoke or antagonize people, especially trolling and bullying, or
is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
(iv) contains a threat of any kind, including threats of physical violence; or
(v) is racist or discriminatory, including discrimination on the basis of
someone's race, religion, age, gender, disability or sexuality; or
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105 engage in any other conduct which restricts or inhibits any person from using or
enjoying the Services, or which, in our sole judgment, exposes us, our
affiliates, service providers, or business partners, including TT Commerce &
Global Services, and each of their respective officers, directors, employees,
agents and advisors, or any of our users or any other third party to any
liability, damages, or detriment of any type.
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107 In addition to the above, your access to and use of the Services must, at all
times, be compliant with our Community Guidelines.
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109 We reserve the right, at any time and without prior notice, to remove or disable
access to content at our discretion for any reason or no reason. Some of the
reasons we may remove or disable access to content may include finding the
content which is objectionable, in violation of these Terms or our Community
Guidelines, or is otherwise harmful to the Services, our service providers and
business partners, such as TT Commerce & Global Services, and our affiliates, or
our users. You acknowledge that your violation of these Terms or applicable laws
may result in civil, criminal or other liabilities. We reserve the right to
report your violation(s) to law enforcement authorities, temporarily or
permanently suspend or terminate your access or take other remedies available to
us.
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111 6. Service Plans, Renewal, Cancellation and Refund
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113 Service Plans
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115 It is possible that some of the Services are provided to you free-of-charge
("Free Services") while other Services require payment before you can use them,
including but not limited to CapCut Standard (where applicable), CapCut Pro,
Pippit Starter, and other related Services ("Premium Services", collectively
with Free Services, "Service Plans"). The Premium Services on CapCut and Pippit
in the United States will be provided by TT Commerce & Global Services, in
accordance with applicable laws including the Executive Order 14352 and any
compliance obligations thereunder. Whether you use Free Services or purchase or
subscribe to Premium Services, you must always use those Service Plans in
accordance with these Terms and applicable laws.
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117 For more details of the Premium Services, please refer to the detailed service
descriptions on the purchase page of the relevant Premium Services on the
Platform. We reserve the right to change our Service Plans including, by
adjusting the features or services available or by adjusting pricing for the
Premium Services in any manner and at any time as we may determine in our sole
and absolute discretion, which will not, without cause, affect the Services and
rights you have purchased and acquired under these Terms before such changes
take effect.
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119 We may develop different versions of this Platform with different Services for
different terminal devices in different regions. You should obtain, download and

install the appropriate version for your device and jurisdiction.

If you purchase or subscribe to any of the Premium Services, you must first create an account on the Platform and login to the Platform. The Premium Services are only available to users of (i) the Apple iOS App version of the Platform who have a valid Apple ID account, (ii) the Google Android OS App version of the Platform who have a valid Google account or (iii) the CapCut Web version of the Platform who have a valid CapCut account.

You may purchase or subscribe to any of the Premium Services by paying via your Apple ID account, Google account and/or CapCut account (as applicable), by paying the applicable purchase or subscription fees and taxes in the applicable currency of your jurisdiction. Unless it is otherwise mandated by applicable laws of your jurisdiction, all Premium Services fees displayed to you are exclusive of taxes, and you agree that you may be charged with any applicable taxes in addition to the Premium Services fees. Failure to pay these fees and taxes will result in the failure, suspension or termination of your access to the Premium Services.

You may purchase or subscribe to the Premium Services under a fixed billing period or an automatic renewal subscription fee in advance on a monthly basis (or another interval set on the purchase page of the relevant Premium Services on the Platform or otherwise notified to you prior to your subscription) or in accordance with other available payment arrangements.

If you purchase the Premium Services under an automatic renewal arrangement, you agree that (a) Apple, Google and/or CapCut (as applicable) may store and continue billing your payment method (e.g. credit card) to avoid interruption of the Premium Services, and (b) Apple, Google and/or CapCut (as applicable) may calculate taxes payable by you based on the billing information that you provide at the time of purchase.

Unless it is otherwise mandated by applicable laws of your jurisdiction, we reserve the right to change our Services Plans or adjust pricing for the Premium Services in any manner and at any time as we may determine in our sole and absolute discretion and will communicate any such changes to you in advance. Such changes will not, without cause, affect the Services and rights you have already purchased and acquired under these Terms prior to such changes taking effect. Such changes, especially price changes, will not take effect immediately at the time of renewal of your subscription, unless you explicitly agree otherwise. You always have the right to terminate your subscription to the Premium Services at any time and voluntarily choose a different Service Plan. As such, you should make sure you read our notices of Service Plan changes carefully.

You can find information about the pricing of the Premium Services either on the purchase page of the Premium Services or the Platform's description page in Apple App Store and/or Google Play (as applicable). All subscriptions on the CapCut APP version are payable through your Apple ID and/or Google account and such payments will be processed in accordance with the terms and conditions of the Apple App Store and/or Google Play. Subscriptions on CapCut Web version are payable through your CapCut account and such payments will be processed in accordance with these Terms, the terms and conditions of third-party payment service providers and/or additional payment terms. Subscriptions on the Pippit Web version are payable through your Pippit account and such payments will be processed in accordance with these Terms, the terms and conditions of third-party payment service providers and/or additional payment terms.

Renewal and Cancellation of Premium Services

You may choose the type of Premium Services you would like to purchase or

subscribe to.

If you subscribe to the Premium Services for a fixed term arrangement, your subscription will automatically end upon the subscription term expiring.

If you subscribe to the Premium Services under an automatic renewable arrangement, your subscription will automatically renew for an additional period equal in duration to your preceding subscription term, unless indicated otherwise on the Platform. Your payment will automatically be charged at the start of each new subscription term for the fees applicable to that term, unless you cancel or change your subscription to the Premium Services before the end of the then-current subscription period applicable to you. If you do not want to continue to be charged on a recurring basis, you must cancel your subscription to the Premium Services through your Apple ID account, Google account and/or CapCut account (as applicable) before the end of the then-current subscription period. You can learn more about how to cancel your subscription of our Services in the FAQ. If so cancelled, you will still have access to the Premium Services until the end of the then-current subscription period and be charged the full subscription fee for such subscription period unless otherwise required by applicable law, e.g., if you cancel the subscription for cause. After the cancellation takes effect on the last day of the then-current subscription period, you will be downgraded to the Free Services automatically.

Refund policy

If you subscribe the Premium Services (either on fixed-term basis or on automatic renewal basis), you may, with or without reason, cancel your subscription of the Premium Services with a full refund within 14 calendar days following the start of your subscription to the Premium Services, provided that you do not have any usage of the Premium Services in any form whatsoever since you subscribed to the Premium Services. If you believe you are entitled to receive a refund, please contact us via support@us.capcut.com for CapCut or ussupport@us.pippit.ai for Pippit for further information on refund procedures. Any refund of subscription fees will be made with the same payment method you used for payment of the subscription fees. You agree to comply with this refund policy and any of our further communications with you on refund, if any.

Notwithstanding the foregoing, if you subscribe to Premium Services through Apple Pay or Google Pay, your cancellation and refund is further subject to the terms and conditions of Apple App Store or Google Play. You will continue to have access to the Premium Services until your subscription payment is refunded by Apple or Google.

The above does not exclude or limit your right to refund, in full or in part, if the applicable laws require us to make such a refund to you.

7. Cloud Space Services

You acknowledge and agree that we have no obligation to provide or continue to provide any user with Cloud Space Services for free and we reserve the rights to upgrade / degrade / suspend our Cloud Space Services from time to time.

You may access cloud storage space by subscribing to the relevant Premium Services, if such Premium Services are made available to you. Depending on the relevant Service Plans applicable to you, the storage capacity of the cloud space allocated to you may differ. The allocated storage capacity applicable to the Premium Services you purchase will be displayed to you on the relevant Premium Services description page or when you make the purchase. You shall not use storage capacity exceeding the allocated storage capacity. You may also have access to our Cloud Storage Services through other ways in certain regions.

Apart from the above-mentioned allocated cloud storage space, where applicable, users may also access more cloud storage space by purchasing additional packages of Cloud Space Services. The details of such packages of Cloud Space Services will be displayed to you on the relevant Cloud Space Services description page or when you make the purchase.

Following the termination or expiration of your then current subscription term of your Premium Services or Cloud Space Services packages, your cloud space storage capacity will be suspended automatically.

We will use commercially reasonable efforts to notify you in advance if the cloud space storage capacity applicable to you will be suspended or cleared up. Within the time limit that we notify you of in advance, you should transfer and back up your content (including but not limited to your video drafts, photos, stickers and other materials) stored in the cloud space operated by the Platform before the expiration of such Service Plan, and ensure that the content you store does not exceed the storage capacity that you are entitled to use, so as to avoid the loss of your content and data due to the absence of sufficient cloud space storage capacity.

In addition to these Terms, you shall comply with the applicable laws and other restrictions related to the Cloud Space Services (e.g., file type restriction, format restriction, document size limit). If your use violates these Terms, applicable laws or other restrictions, TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors have the right to take corresponding measures, such as suspending or terminating your access to the Cloud Space Services, deleting your content which exceeds your entitled storage capacity or that fails to comply with these Terms, applicable laws or other restrictions related to such Cloud Space Services feature.

You should always back up your content. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors are not liable for any loss of your content or data stored by using the Cloud Space Services feature to the extent permitted by applicable laws.

8. Intellectual Property Rights

The Services, including the Platform and Company Content (as defined in Section 9), are protected under the laws of copyright, patent, trademarks and other applicable intellectual property rights. All intellectual property rights of the Services operated by us are owned by us, our service providers and business partners, such as TT Commerce & Global Services, our affiliates, or our third-party licensors to the full extent permitted under applicable laws, including the Executive Order 14352 and any compliance obligations thereunder, subject to these Terms. Unless expressly permitted in these Terms, you may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Services without our written consent.

We respect intellectual property rights and require you to do the same. As a condition of your access to and use of the Services, you acknowledge and agree not to use the Services to infringe on any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block your access to the Services or to temporarily or permanently suspend or terminate your account if there is infringement or alleged infringement of any intellectual property rights or proprietary rights.

By using the Services, you acknowledge and agree that TikTok USDS Joint Venture

and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, do not make any promises or warranties regarding the legality or appropriateness of any content inputted or generated by you based on your inputs. You shall be solely responsible for content uploaded to or made by using the Services, and such content is not and will not be endorsed, sponsored or approved by us or our service providers and business partners, such as TT Commerce & Global Services, or our affiliates.

9. Content

Company Content

Company Content refers to the creative materials provided directly by CapCut and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates for use in your projects, including but not limited to templates, video clips, images, stickers, text templates, fonts, sound effects, special effects, filters, canvases, and animations ("Company Content"). Other than content provided by our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, Company Content does not include third-party content and services or User Content.

The terms governing whether Company Content can be used for commercial or non-commercial purposes may vary depending on the CapCut product you are using and are specified in the CapCut Materials License Agreement. For the CapCut APP, CapCut Desktop Version, and the CapCut Web version, please refer to the CapCut Materials License Agreement to determine permissible uses of Company Content. For Pippit, you are expressly permitted to use Company Content for commercial purposes, subject to compliance with the CapCut Materials License Agreement.

You are granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use Company Content for your projects, in compliance with these Terms and the CapCut Materials License Agreement. Any use of Company Content beyond what is expressly permitted is prohibited without prior written consent from TikTok USDS Joint Venture or our service providers or business partners, such as TT Commerce & Global Services, and our affiliates, or their licensors. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, reserve all rights not expressly granted herein in the Services and the Company Content. You acknowledge and agree that TikTok USDS Joint Venture or our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, may terminate this license at any time for any reason or no reason.

SAVE AS EXPRESSLY PROVIDED UNDER THESE TERMS AND THE CAPCUT MATERIALS LICENSE AGREEMENT, NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICES.

You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content of the Services.

Company Content is provided "as is". TikTok USDS Joint Venture and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, make no guarantees about the accuracy, completeness, or suitability of the Company Content for any particular purpose. Your use of Company Content is at your own risk, and TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors disclaim all liability for any loss or damage arising from your use of the

Company Content.

For additional details, please refer to the CapCut Materials License Agreement for the full terms governing the use of Company Content.

Third-Party Content

Certain content available on the Platform are provided by certain users and/or third parties rather than TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services (e.g., certain video templates provided by third parties). Certain identifiers (e.g., the uploader of such third-party content) may be displayed on the Platform to distinguish such third-party content from the Company Content. You have a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use such third-party content in compliance with these Terms and the CapCut Materials License Agreement. Such third-party content is not provided or endorsed by TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services. You acknowledge and agree that you are at your own risk when you use such third-party content. TikTok USDS Joint Venture, our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors are not liable for any such third-party content and your access or use of such third-party content.

Third-Party Services

Where our Services contain links to other sites and resources provided by third parties, such as in the form of advertisements, these links are for your information only. You acknowledge that TikTok USDS Joint Venture and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates have no control over the content of those sites or resources. The presence of such links on our Platform, or presentation of such links to you as targeted advertisements during your use of the Service, should not be interpreted as any endorsement or approval by TikTok USDS Joint Venture or our service providers or business partners, such as TT Commerce & Global Services, or our affiliates of those linked websites, operators of those websites, or information you may obtain from them, or any representation that we or our service providers or business partners, such as TT Commerce & Global Services, or our affiliates have reviewed the content of such websites. Your use of such third-party sites or resources may be subject to terms and conditions (including privacy policies) between the providers of such sites or resources and you. TikTok USDS Joint Venture and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates have no control over such terms and conditions and shall under no circumstances be a party to any arrangement (including agreement) or understanding between you and such providers.

Third-Party AI Services

Certain features of the Services are integrated with third-party AI technologies and APIs (e.g., Runway, Stable Diffusion, Google, YouTube, FLUX, Luma) that are subject to these terms and any additional terms imposed by the providers of those technologies. Your use of these features are subject to and must comply with the relevant third-party terms and conditions, and if you do not agree to abide by such terms and conditions, then you must not use such third-party features. Such third-party AI technologies and APIs are not under our control, and TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors are not responsible for, and make no representations or warranties concerning any such AI technologies or APIs, or any other third-party content, business, feature,

product, or service which may be used in connection with the Services.

When accessing or using features integrated with third-party AI technologies and APIs, without limiting the applicable third-party terms and conditions (to the extent there is no conflict), you agree to the following responsibilities:

Licenses and Permissions: You must ensure that you have all necessary rights, licenses, and permissions to provide inputs to the third-party AI technologies or APIs, including any required publicity clearances or releases.

Respect for Rights: You are prohibited from using outputs or other results of the services or third-party AI technologies or APIs in ways that violate the rights of others, including intellectual property, privacy, or proprietary rights.

Prohibited Conduct: You must not use the third-party AI technologies or APIs for any form of discrimination, bigotry, racism, hatred, harassment, violence, or harm toward any individual or group. You will not, and you will not attempt to, circumvent or bypass any of the limitations or constraints of any Services or third-party AI technologies or APIs, or cause, or attempt to cause, the Services or AI technologies or APIs to provide outputs or other results, or to perform actions, that are inconsistent with their intended uses, or that are inconsistent with the limitations in these terms or otherwise provided in connection with the Services (e.g., content filter tools).

You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the third-party AI services and to promptly notify the third-party provider and CapCut if you become aware of any unauthorized access or use.

Additional Third-Party Terms

Certain features may also be governed by open-source licenses or other agreements. Please refer to the applicable third-party provider's terms (e.g., Runway Terms of Use, CreativeML OpenRAIL License, Google Terms of Service) for details.

User-Generated Content

Users of the Services may be permitted to upload, post, publish, transmit, or otherwise make available content through the Services, including without limitation music (including both sound recordings and musical works embodied in it), video templates and any text, photographs, videos, sound recordings and the musical works embodied therein (including videos that incorporate locally stored sound recordings from your personal music library and ambient noise) uploaded to, or otherwise made available through, the Services ("User Content").

Users of the Services may also overlay Company Content, e.g., music, effects, stickers, filters, animations, and other elements provided by CapCut, in relation to the Platform onto User Content. The information and materials in the User Content, including User Content that includes Company Content, are not reviewed, verified, endorsed or approved by TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services. The views expressed by any user or in or through User Content do not represent TikTok USDS Joint Venture's or our affiliates', service providers', or business partners', including TT Commerce & Global Services', and each of their respective officers', directors', employees', agents' and advisors' views or values. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will TikTok USDS Joint Venture or our

affiliates, service providers, or business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors be liable in any way for any User Content.

You may be able to access or use a feature of the Services that allows you to upload or transmit User Content to a third-party platform or share User Content with other users. If you use such feature, you must comply with the content guideline of such third-party platform as well the requirements set out in Section 5 (Your Access to and Use of Our Services) above. As noted above, such features may not be available to all users of the Services, and TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors have no liability to you for limiting your access to certain features of the Services. You warrant that you comply with those requirements, and you will be liable to TikTok USDS Joint Venture and/or our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors and indemnify us and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors for any breach. This means you - not TikTok USDS Joint Venture or our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors - will be responsible for any loss or damage TikTok USDS Joint Venture or our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors suffer as a result of your breach of warranty.

All User Content will be considered non-confidential. You must not upload or make available any User Content on or through the Services or make available to us any User Content that you consider to be confidential or proprietary to any other person. When you upload or make available User Content through the Services, you agree, represent and warrant that you own such User Content, or you have received all necessary permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the content to submit such User Content to the Services, and/or to otherwise make any use of such User Content on or through the Services.

You must own your User Content or have obtained all necessary rights, licenses, and clearances of any and all elements of your User Content. For example, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not upload or otherwise make available such sound recordings on or through the Services unless you have all permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the musical work to upload or otherwise make available it on or through the Services.

We don't own your User Content. If you are the owner of the intellectual property rights in content you create or share on the Platform, nothing in these Terms changes that. By submitting User Content via the Services, you grant TikTok USDS Joint Venture and our affiliates, agents, services providers, partners and other connected third parties an unconditional, non-exclusive, royalty-free, fully transferable, sub-licensable, perpetual and worldwide license to use your User Content.

This license to your User Content allows us to modify, adapt, reproduce, make derivative works of, display, publish, transmit, distribute and/or store your User Content for the purposes of operating, developing and providing the Services, subject to your Platform settings.

You further grant us and our affiliates, agents, services providers, partners

and other connected third parties a royalty-free fully transferable (including sub-licensable), worldwide license to use your username, image and likeness to identify you as the source of any of your User Content, including for use in sponsored content.

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235 For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to you or any third party, including, but not limited to, a sound recording copyright owner (e.g. a record label), a musical work copyright owner (e.g. a music publisher), a performing rights organization (e.g. ASCAP, BMI, SESAC, etc.) (a "PRO"), a sound recording PRO (e.g. SoundExchange), collective management organizations ("CMOs"), any unions or guilds, and engineers, producers or other royalty participants that may be involved (either knowingly or otherwise) in the creation of User Content.

236

237 Specific Rules for Musical Works and for Recording Artists. If you are a composer or author of a musical work and are affiliated with a PRO or CMO, then you must notify your PRO or CMO of the royalty-free license you grant through these Terms in your User Content to us. You are solely responsible for ensuring your compliance with the relevant PRO's or CMO's reporting obligations and any other terms of that PRO or CMO applicable to you. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms in your User Content or have such music publisher enter into these Terms with us. Just because you authored a musical work (e.g. wrote a song) does not mean you have the right to grant us the licenses in these Terms. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Services is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Services that may be claimed by your label.

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239 Through-To-The-Audience Rights. All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services, including our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, will not have any separate liability to you or any other third party arising out of or in connection with such availability of your User Content through such third-party services.

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241 Waiver of Rights to User Content. By uploading or making available User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing, advertising or promotional materials related to such User Content. You also waive (to the extent permitted by applicable law) any and all rights of publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. You hereby waive (to the extent permitted by applicable law) and agree never to assert any and all moral rights you may have in or with respect to any of the User Content you upload or otherwise make available through the Services, or to support, maintain or permit any action based on any such moral rights.

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243 We, or authorized third parties, reserve the right to cut, crop, edit or refuse to upload your content in our or their sole discretion. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider violating these Terms (including without limitation the content standards set out at Section 5 above), or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, you shall save

copies of any User Content that you upload or make available to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content.

TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors accept no liability in respect of any content or information submitted or made available by users of the Services and made available on the Services or published elsewhere by users and/or third parties. You acknowledge that TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors have no obligation to pre-screen, monitor, review, or edit any content made available by you and other users on the Services (including User Content).

Complaints

You acknowledge and agree that in certain circumstances, we have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy. We will notify you ahead of time in such a situation.

If you wish to complain about information and materials (including User Content) uploaded by other users, or if there is another issue you wish to raise with us, please contact us at support@us.capcut.com for CapCut or ussupport@us.pippit.ai for Pippit.

DMCA Copyright Policy

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

Procedure for Reporting Copyright Infringement: If you believe that material or content residing on or accessible through the Platform or the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

An email address, physical address and a phone number so that we and the uploader whose content is alleged to infringe on your work can contact you.

The URL or other identifying location of the allegedly infringing work.

Type of content you are reporting. It may be video, font, image, etc.

The reason why you report this content and your request.

Supporting document(s) or URL(s) to show the details of the right. If you don't have the material to show the right owner, please clearly and completely describe your work that you believe has been infringed on.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner; and agree that all information submitted in your IP infringement notification may be forwarded to the uploader of the content, or otherwise made public in any way by us or a third party.

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271 The physical or electronic signature of the copyright owner or an authorized
representative of the copyright owner. To satisfy this requirement, you may type
your full legal name (not that of a company) at the bottom of your notification.
272
273 If we receive a takedown notice in accordance with the foregoing, we will remove
the material cited in the notice and attempt to notify any user who uploaded the
allegedly infringing material if we have their contact information. Any such
user will have the opportunity to submit a "counter-notice" as set forth below.
If we determine that any user has repeatedly infringed upon the intellectual
property rights of others, we will disable any accounts that user has with us
when appropriate.
274
275 Procedure to Deliver Counter-Notice: If any user believes any material removed
is either not infringing or that such user has the right to post and use such
material from the copyright owner, the copyright owner's agent, or pursuant to
the law, the user must send a counter-notice containing the following
information to the Designated Agent listed below:
276
277 A physical or electronic signature of the user;
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279 Identification of the material that has been removed and the location at which
the material appeared before it was removed;
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281 A statement that the user has a good faith belief that the material was removed
as a result of mistake or a misidentification of the material; and
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283 The user's name, address, telephone number, and, if available, e-mail address
and a statement that such person or entity consents to the jurisdiction of the
Federal Court for the judicial district in which the user's address is located,
or if the user's address is located outside the United States, for any judicial
district in which we are located, and that such person or entity will accept
service of process from the person who provided notification of the alleged
infringement.
284
285 If a counter-notice is received by the Designated Agent, we will forward a copy
of the counter-notice to the original complaining party informing that person
that we may restore the removed material following 10 days. The original
complaining party will then have 10 days to notify us that he or she has filed
legal action relating to the allegedly infringing material. If we do not receive
any such notification within 10 days, we may restore the material, at our
discretion.
286
287 Please contact CapCut's Designated Agent to Receive Notification of Claimed
Infringement at ip-reports@usds.capcut.com.
288
289 Feedback
290
291 While our own staff is continually working to develop and evaluate our own
product ideas and features, we pride ourselves on paying close attention to the
interests, feedback, comments, and suggestions we receive from the user
community. If you choose to contribute by sending us or our employees or
personnel any ideas for products, services, features, modifications,
enhancements, content, refinements, technologies, content offerings, promotions,
strategies, or product/feature names, or any related documentation, artwork,
computer code, diagrams, or other materials (collectively "Feedback"), then
regardless of what your accompanying communication may say, the following terms
will apply, so that the status of such Feedback is clearly understood by you and
us. Accordingly, by sending Feedback to us, you acknowledge and agree that:
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293 TikTok USDS Joint Venture and our service providers and business partners, such

as TT Commerce & Global Services, and our affiliates have no obligation to review, consider, comment on, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

Feedback is provided on a non-confidential basis, and TikTok USDS Joint Venture and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates, are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

you irrevocably grant to TikTok USDS Joint Venture an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable (including sub-licensable), perpetual, worldwide and unlimited license to adapt, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through- to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

10. INDEMNITY

YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TIKTOK USDS JOINT VENTURE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS, (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT LOSSES, CLAIMS, LIABILITIES, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, WHICH MAY BE SUFFERED OR INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED AGAINST AN INDEMNIFIED PARTY ARISING OUT OF A BREACH BY YOU OR ANY USER OF YOUR ACCOUNT OF THESE TERMS OR APPLICABLE LAWS OR ARISING OUT OF A BREACH OF YOUR OBLIGATIONS, REPRESENTATION OR WARRANTIES UNDER THESE TERMS.

11. EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

THE SERVICES (INCLUDING COMPANY CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND TIKTOK USDS JOINT VENTURE AND TT COMMERCE & GLOBAL SERVICES MAKE NO CONDITION, WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, TO YOU WITH RESPECT TO THEM. IN PARTICULAR, TIKTOK USDS JOINT VENTURE AND TT COMMERCE & GLOBAL SERVICES DO NOT REPRESENT OR WARRANT TO YOU THAT:

YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS;

YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR WILL NOT CONTAIN HARMFUL CODE;

ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE COMPLETE, ACCURATE, UP TO DATE, OR RELIABLE; OR

DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED CONDITIONS, REPRESENTATIONS, TERMS OR WARRANTIES AND TERMS AS TO SATISFACTORY

QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMANCE WITH DESCRIPTION, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS) APPLY TO THE SERVICES (INCLUDING COMPANY CONTENT) EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THESE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF THE PLATFORM AND/OR SERVICES FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE.

TIKTOK USDS JOINT VENTURE AND TT COMMERCE & GLOBAL SERVICES ARE NOT OBLIGATED TO PROVIDE ANY TRANSITION SERVICES OR TECHNICAL OR OTHER SUPPORT TO YOU AFTER SUSPENSION OR TERMINATION OF ANY SERVICES, NOR ARE WE SUBJECT TO ANY DISASTER RECOVERY OBLIGATION OR COMMITMENT.

12. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR OR OUR AFFILIATES' AND BUSINESS PARTNERS' LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES OR AGENTS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

SUBJECT TO THE PARAGRAPH ABOVE, WE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, SHALL NOT BE LIABLE TO YOU FOR:

(I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS, CORRUPTION, DISCLOSURE, ACCESS, ALTERATION, MISUSE, MANIPULATION OR OTHER UTILIZATION OF DATA SUFFERED BY YOU; OR (V) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER WHICH MAY BE INCURRED BY YOU; AND/OR

ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF: (I) ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES.

THESE LIMITATIONS ON OUR AND OUR AFFILIATES' AND BUSINESS PARTNERS' LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU ARE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

WE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT MADE AVAILABLE ON OR THROUGH THE PLATFORM OR SERVICES BY ANY USERS OR THIRD PARTIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER, THIRD PARTY WEBSITE OR RESOURCE PROVIDER, OR OTHER USER, OR CREATOR OF THE PLATFORM IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR DISPUTES WITH SUCH THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIKTOK USDS JOINT VENTURE'S

AND OUR AFFILIATES', SERVICE PROVIDERS', AND BUSINESS PARTNERS', INCLUDING TT COMMERCE & GLOBAL SERVICES' MAXIMUM AGGREGATE LIABILITY TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE PLATFORM OR SERVICES SHALL BE LIMITED TO THE HIGHER OF (A) THE AMOUNT YOU HAVE PAID TO US WITHIN TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR (B) FIFTY US DOLLARS (USD \$50) OR THE EQUIVALENT AMOUNT IN YOUR LOCAL CURRENCY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSION OF WARRANTIES IN SECTION 11 AND LIMITATION OF LIABILITY IN THIS SECTION 12 AND IN THE OTHER PROVISIONS OF THESE TERMS AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH TIKTOK USDS JOINT VENTURE WOULD NOT HAVE PROVIDED ACCESS TO THE PLATFORM AND/OR THE SERVICES TO THE USER.

13. Interruption and Termination of Services

We will use commercially reasonable efforts to keep the Services operational. However, TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors do not guarantee the availability of any Services, unless otherwise mandated under applicable laws. You acknowledge that the Services may be interrupted from time to time for various reasons (e.g., scheduled or emergency downtime or failure of network or telecommunication service providers). We may also end the Services and your access or use of the Services permanently.

You agree that TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors will not assume any obligations or liabilities to you with respect to the Services for withdrawal of the Service Plans, or interruption, modification or termination of the Services or any part hereof, to the maximum extent permitted by applicable law.

14. Dispute Resolution

Informal Resolution Process First. If we have a dispute with you relating to or arising out of these Terms or the Platform or the Services, regardless of when the dispute may have arisen or accrued, we will first try and resolve it with you amicably prior to filing any legal action. You agree to do the same for us and TT Commerce & Global Services.

The party raising a dispute will initiate this process by notifying the other party. Whichever party receives the notice will have 60 days to respond. If the dispute has not been resolved after the response time has expired, or within 30 days after a response has been issued, whichever is earlier, either party may file legal action against the other. Engaging in this informal dispute resolution process is a requirement that must be completed before filing any legal action. You, TikTok USDS Joint Venture, and TT Commerce & Global Services agree that you will make a good faith effort to resolve the dispute amicably before you, TikTok USDS Joint Venture, or TT Commerce & Global Services files any legal action against the other, and that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process.

Exclusive venue. These Terms and Supplemental Terms, and any claims, causes of action, of any kind or character, or demand arising out of or relating to them will be governed by the laws of the State of California. Any claim, cause of action or dispute, arising out of or relating to these Terms or the Platform or the Services shall also be resolved exclusively in the U.S. District Court for the Central District of California or the Superior Court of the State of California, County of Los Angeles. You also agree to submit to the personal

jurisdiction of either of these courts for the purpose of litigating any such claim.

One-year limitation period. YOU AND TIKTOK USDS JOINT VENTURE AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM OR THE SERVICES. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.

15. Other Terms

Survival. This Section, the rights granted to us in Section 9, and Sections 8, 10, 11, 12 and remaining terms of Section 15 shall survive the termination of these Terms.

Open Source. The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

Entire Agreement. These Terms constitute the whole legal agreement between you and TikTok USDS Joint Venture and govern your use of the Services, superseding any prior communications and proposals (whether oral, written or electronic) between you and us or ByteDance Pte. Ltd. related to the Platform and the Services.

No Waiver. Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our or our affiliates or business partners' right to subsequently enforce any terms or conditions of these Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us or our affiliates or business partners with respect to such use.

Security. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors do not guarantee that our Services will be secure or free from bugs or viruses or Harmful Code. You are responsible for configuring your information technology, computer programs and platform to access our Services. You should use your own virus protection software.

Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms, and the remaining provisions of these Terms will continue to be valid and enforceable.

Linked Third-Party Content. The Services may contain links to third-party content. TikTok USDS Joint Venture and our service providers and business partners, such as TT Commerce & Global Services, and our affiliates do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

Rights of third parties. Unless specifically provided for under these Terms, any person who is not a party to these Terms shall have no right whatsoever to enforce these Terms or any of its terms.

Prevailing language. These Terms may be provided in language versions other than the English language version. Unless otherwise explicitly stated under these Terms, if there is any inconsistency among different language versions, the English version shall prevail.

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375 California Resident. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

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377 Exports. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by TikTok USDS Joint Venture hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

378

379 U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

380

381 Your Content. In connection with your use of the Services, you may be able to upload or submit content to be made available through the Services ("Your Content"). As a condition of your use of the Services, you grant us a nonexclusive, perpetual, royalty-free, worldwide, transferable, sublicensable license to access, use, host, cache, reproduce, transmit, and display Your Content in connection with your use of the Services. By submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to upload the material and to grant us the license described above. Notwithstanding anything to the contrary, we do not, nor have any obligation to, maintain Your Content. Your Content will not be available once you delete the Platform.

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383 Use of the Platform. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the Platform. We do not guarantee that the Platform can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the Platform will be available in any particular geographic location. As part of the Services, you may receive push notifications or other types of messages directly sent to you in connection with the Platform ("Push Messages"). You acknowledge that, when you use the Platform, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the Platform, including your receipt of Push Messages. You are solely responsible for any fee, cost or expense that you incur to download, install

and/or use the Platform on your mobile device, including for your receipt of Push Messages.

16. Contact Us

Any Questions? Get in touch at support@us.capcut.com for CapCut or ussupport@us.pippit.ai for Pippit.

Supplemental Terms - App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform and the Services through specific devices and their applicable app stores: Apple App Store. By accessing the Platform and the Services through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

These Terms are between TikTok USDS Joint Venture and you; Apple is not a party to these Terms.

The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform and the Services on the Apple device(s) authorized by Apple that you own or control for your personal use, subject to the Usage Rules set forth in Apple Media Services Terms and Conditions.

Apple is not responsible for the Platform and the Services or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform and the Services.

In the event of any failure of the Platform and the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform and the Services, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform and the Services.

Apple is not responsible for addressing any claims by you or a third party relating to the Platform and the Services or your possession or use of the Platform and the Services, including without limitation (a) product liability claims; (b) any claim that the Platform and the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third-party claim that the Platform and the Services or your possession and use of the Platform and the Services infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claim.

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Apple and its subsidiaries are third-party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof.

TikTok USDS Joint Venture expressly authorizes use of the Platform and the Services by multiple users through the Family Sharing or any similar functionality provided by Apple.

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411 Google Play. By downloading the Platform and the Services from Google Play (or
its successors) operated by Google LLC or one of its affiliates ("Google"), you
specifically acknowledge and agree that:

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413 To the extent of any conflict between (a) the Google Play Terms of Service or
such other terms which Google designates as default end user license terms for
Google Play (all of which together are referred to as the "Google Play Terms"),
and (b) the other terms and conditions in these Terms, the Google Play Terms
shall apply with respect to your use of the Platform and the Services that you
download from Google Play; and

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415 You hereby acknowledge that Google does not have any responsibility or liability
related to compliance or non-compliance by TikTok USDS Joint Venture or you (or
any other user) under these Terms or the Google Play Terms.

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