EXHIBIT-A

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EMORY ANDREW TATE III & TRISTAN TATE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EMORY ANDREW TATE III, an Individual; TRISTAN TATE, an Individual;

Plaintiffs,

vs.

TIKTOK, INC.; and DOES 1 through 10, inclusive,

Defendant(s).

Case No.: 25SMCV04196

COMPLAINT FOR DAMAGES FOR

1. **BREACH OF CONTRACT**
2. **BREACH OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200**
3. **TORTIOUS INTERFERENCE**
4. **UNJUST ENRICHMENT**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
6. **CALIFORNIA CIV. CODE § 51(b)**
7. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
8. **MISREPRESENTATION**
9. **PROMISSORY ESTOPPEL**
10. **FRAUD**
11. **VIOLATION OF 42 U.S.C. § 1983**
12. **FALSE LIGHT**

JURY TRIAL DEMANDED

I. INTRODUCTION

1. This case arises from Defendant, TikTok, Inc.'s unlawful and politically motivated decision to deplatform Plaintiffs Andrew Tate and Tristan Tate—two internationally known entrepreneurs, commentators, and media personalities—from the TikTok social media platform.

2. At the time, the Plaintiffs collectively commanded an audience of tens of millions, generated significant revenue through lawful online enterprises, and were among the most visible public figures on TikTok's platform.

3. TikTok's removal of the Plaintiffs was not an isolated enforcement action grounded in neutral application of its Terms of Use, rather, it was the culmination of a coordinated campaign to suppress, silence, and destroy the reputations and livelihoods of two controversial but law-abiding men.

4. This campaign was carried out not merely by private actors, but in concert with government officials, media operatives, and ideological pressure groups—thus transforming TikTok into a state actor for purposes of constitutional liability under 42 U.S.C. § 1983.

5. TikTok acted with full knowledge of the power and reach of its platform and deplatformed Plaintiffs without notice, explanation, or any meaningful process, while simultaneously allowing defamatory narratives to metastasize—narratives falsely suggesting Plaintiffs were engaged in human trafficking, organized crime, and sexual exploitation.

6. In doing so, TikTok not only violated its contractual obligations and express public commitments to fairness and transparency, it lent its corporate power to a broader state-driven effort to deplatform disfavored viewpoints under the guise of "safety" and "integrity."

7. TikTok's conduct followed public pressure from U.S. and international authorities who had, through testimony, hearings, and backchannel communications, demanded that companies like TikTok take action against so-called "dangerous" figures—without the benefit of criminal charges, due process, or adjudicated wrongdoing.

8. Its alignment with state actors renders TikTok's actions subject to constitutional scrutiny.

9. Plaintiffs bring this action to recover for the substantial financial, reputational, and emotional harm inflicted by TikTok's wrongful conduct, and to ensure that even the most powerful technology companies remain accountable when they act as instruments of government censorship and suppress constitutionally protected speech in violation of federal and state law.

II. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10, as the amount in controversy exceeds $25,000 and claims arise under California law.

11. Venue is proper in this County because Defendant, TikTok is headquartered and conducts substantial business in this County and a substantial part of the events giving rise to the claims occurred in this County.

III. PARTIES

12. Plaintiffs Andrew Tate and Tristan Tate are natural persons and residents of Dubai and Romania. Both plaintiffs maintained prominent, monetized social media accounts on TikTok, a platform owned and operated by TikTok, Inc.

13. Defendant TikTok, Inc. ("TikTok") is a Delaware corporation headquartered in Culver City, California. Tik Tok, Inc. owns and operates TikTok, a major global social media platform.

14. The true names or capacities, whether individual, corporate, associate, or otherwise, of defendants DOE 1 to DOE 10 are unknown to Plaintiffs, who therefore sues such defendants by such fictitious names, and will amend this complaint to show their true names and capacities when ascertained. Plaintiffs are informed and believe and thereon alleges that each of the defendants designated as a DOE is negligently responsible in some manner for the events and happenings

herein referred to, and thereby proximately caused injuries and damages to the Plaintiffs as herein alleged.

15. Plaintiffs are informed and believe and thereon allege that, at all times herein mentioned, Defendants DOE 1 through DOE 10 were agents of each other and of the named defendants and, in doing the things alleged in this complaint, were acting in the scope of such agency and with the permission and consent of Defendant.

IV. FACTUAL ALLEGATIONS

16. Plaintiffs Andrew Tate and Tristan Tate are dual citizens of the United States and the United Kingdom, internationally recognized as entrepreneurs, media figures, and influencers.

17. Andrew is a former world kickboxing champion who rose to prominence through commentary on masculinity, entrepreneurship, and social issues.

18. Tristan Tate, his brother, is a frequent collaborator in media ventures and has likewise cultivated a strong public presence.

19. Together, they have built a brand and business model heavily reliant on social media engagement and reach.

20. Plaintiffs' ventures include educational platforms, subscription-based content services, and real estate investments.

21. Plaintiffs' online content—disseminated through Instagram, Facebook, TikTok, and other platforms—reached tens of millions of followers and generated substantial income to Plaintiffs through endorsements, affiliate partnerships, and direct monetization.

22. TikTok removed both Plaintiffs from the TikTok platform without prior notice, meaningful explanation, or any opportunity to appeal.

23. This termination of Plaintiffs accounts was in direct violation and breach of the contract and agreement between Plaintiffs and Defendant.

24. This deplatforming not only silenced the Plaintiffs but immediately severed them from critical commercial tools and millions of followers causing them substantial and irreplaceable financial loss and damage.

25. At the time of removal, Plaintiffs maintained the handle @cobratate, @CobraTate_Official, and @tristantate07.

26. This blanket ban and improper termination of the Plaintiffs by Defendant, undermined not only Plaintiffs' expressive rights, but also their legitimate commercial interests tied to those accounts as fully known by Defendant.

27. TikTok's public-facing rationale suggested Plaintiffs were banned for promoting 'dangerous individuals or organizations' or for inciting misogyny, claims that lacked substantiation and were unsupported by adjudicated findings.

28. TikTok has never afforded Plaintiffs an opportunity to address or rebut these false and malicious characterizations of Plaintiffs by Defendant.

29. Plaintiffs also maintain that Defendant's actions were part of a broader, ideologically-motivated campaign, carried out under governmental and corporate pressure, to marginalize dissenting or controversial viewpoints—particularly those of prominent male figures criticizing modern social norms.

30. Around the time of Defendant's termination of Plaintiffs' accounts, both Plaintiffs were subjected to intense international scrutiny.

31. Though arrested in Romania and placed under house arrest in connection with criminal investigations, neither was, or has been, convicted of human trafficking or sexual exploitation.

32. Despite this, TikTok and other actors repeatedly invoked these allegations to justify censorship and reputational damage, again with no opportunity for Plaintiffs to question or dispel such false and malicious accusations.

33. These defamatory implications against Plaintiffs were compounded by TikTok's silence and lack of transparency.

34. By refusing to clarify or support its decisions, TikTok allowed widespread media narratives to suggest criminality, thereby further defaming Plaintiffs by implication.

35. These actions led to severe reputational damage, the dissolution of business relationships, and the termination of significant monetized ventures.

36. The compounded emotional and financial toll included medical complications.

37. Despite the overwhelming negative media coverage, Plaintiffs retained a large following and vocal public support, especially from those critical of social media censorship.

38. Plaintiffs now seek legal redress to restore their reputations and enforce the legal obligations TikTok owed them under contractual and statutory frameworks.

39. At all relevant times, Plaintiffs' relationship with TikTok was governed by TikTok's Terms of Service revised February 2019 ("TOS"), attached hereto as **Exhibit A**, and Community Guidelines revised February 2022 ("Guidelines"), attached hereto as **Exhibit B**.

40. The TOS and Guidelines governed the enforcement process, the scope of permitted removals, and the rights of users—including notice, consistency, and good faith application.

41. TikTok's own Guidelines, at "Community Principles #7", emphasizes "transparency and consistency" and commits to applying policies "consistently and equitably,". TikTok also expressly commits, under Community Principle #8, to "[b]e fair and just," including a promise to provide notice of enforcement and an opportunity to appeal.

42. Plaintiffs did not receive either of these procedural assurances, which raises concerns about adherence to TikTok's published governance framework, again reflecting the arbitrary and capricious nature of TikTok's enforcement against Plaintiffs.

43. TikTok's conduct violated these terms and public assurances of neutrality and procedural fairness.

44. TikTok's TOS and Guidelines collectively form the contractual and operational framework by which user accounts are managed and set out the rights and obligations of the respective parties.

45. In particular, the TOS states in pertinent part that ""You are reading the terms of service (the "Terms"), which govern the relationship and serve as an agreement between you and us

and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the "Services")." [Exhibit A, ¶1]

46. At all relevant times, Plaintiffs and Defendant were subject to the TOS and Guidelines. These governing documents explicitly provide users, including Plaintiffs, the right to notice, transparency, and appeal, as well as protections against arbitrary enforcement of the rules of Defendant's platform.

47. In particular, the Guidelines provide in pertinent part: ""We will remove any content – including video, audio, livestream, images, comments, links, or other text – that violates our Community Guidelines. Individuals are notified of our decisions and can appeal them if they believe no violation has occurred. [Guidelines, Exhibit B]

48. Contrary to these commitments, TikTok, in direct violation of its own rules and agreed contractual terms and conditions, removed Plaintiffs' TikTok accounts without advance warning, contemporaneous explanation, or access to any internal appeal or reinstatement mechanism. This lack of process stands in direct violation of TikTok's own published policies.

49. At the time of their removal, Plaintiffs collectively maintained millions of followers on TikTok -operated accounts, including but not limited to: @cobratate, @CobraTate_Official, and @tristantate07.

50. These followers represented not just an audience, but a monetized community from which Plaintiffs derived substantial commercial benefit through engagement, brand partnerships, and content distribution.

51. While TikTok portrayed Plaintiffs as having violated its standards, it has not taken similar action against content creators and influencers who express contrary ideological views, including those whose content regularly attack men, promote violence, or celebrate controversial political movements. This selective enforcement underscores the viewpoint-based nature of TikTok's actions, further supporting the arbitrary and capricious nature of Defendant's conduct.

52. TikTok's TOS and Guidelines include a promise to act 'fairly' and 'in good faith,' particularly in decisions impacting access and visibility.

53. Each of these core principles was violated when Plaintiffs were summarily banned without notice or other rights provided to Plaintiffs by virtue of the terms of agreement between the parties hereto and the terms of use represented by Defendant to Plaintiffs which formed the basis of the contractual agreement between Plaintiffs and Defendant.

54. The lack of any appeal mechanism or post-removal dialogue left Plaintiffs without recourse, despite the profound professional and reputational damage incurred.

55. Plaintiffs' businesses and social media reach were constructed lawfully over years and abruptly destroyed in hours.

56. This discriminatory, unexplained, and sweeping enforcement action amounts to both a contractual breach and a knowing collaboration in the suppression of disfavored but lawful speech.

57. All actions taken by Defendant against Plaintiffs as set forth herein were taken in bad faith by Defendant.

58. All conditions precedent to filing this lawsuit have been either satisfied or waived.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

59. Plaintiff incorporates by reference all previous paragraphs as if fully set forth herein.

60. Plaintiffs entered into a contractual relationship with TikTok under TikTok's TOS and Guidelines, which, in addition to the specific terms and conditions forming the core of the rights and responsibilities of the Plaintiffs and Defendant regarding the Defendant's social media platform, contained an implied covenant of good faith and fair dealing.

61. The Plaintiffs have fully performed everything required of them under the contracts except for those conditions, covenants and promises excused by reason of the breaches of Defendant, as hereinafter alleged.

62. TikTok failed to perform its obligations according to the terms of TikTok's TOS and Guidelines by arbitrarily deplatforming Plaintiffs without notice, appeal, or the consistent application of standards.

63. As a result of TikTok's breach, Plaintiffs suffered compensatory and consequential damages exceeding $10,000,000.00, the exact amount of which shall be determined at trial.

SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA BUS. & PROF. CODE § 17200

64. Plaintiff incorporates by reference all previous paragraphs as if fully set forth herein.

65. TikTok owns and operates a prominent social media platform. TikTok has more than 1.59 billion active users worldwide and generates revenue from advertising estimated to be in excess of $23 billion in 2024. Social media personalities, such as Plaintiffs, receive a portion of this vast advertising revenue by posting content which garners a large viewing audience to which advertising can be disseminated to.

66. TikTok engaged in unlawful, unfair, or fraudulent business acts and unfair, deceptive, untrue, or misleading advertising when it willfully terminated Plaintiffs' TikTok accounts with no cause, justification, or other good faith basis.

67. TikTok also engaged in unlawful, unfair, or deceptive business acts, and unfair, deceptive, untrue, or misleading advertising by misrepresenting its content moderation standards, selectively enforcing its rules, and denying due process to Plaintiffs.

68. Further, TikTok's actions in committing fraud, violating California Civil Code § 51(b) (Unruh Civil Rights Act) and violating Plaintiffs' First Amendment rights under 42 U.S.C. § 1983, all of which constitute unlawful or fraudulent business acts pursuant to Bus. & Prof. Code § 17200.

69. Defendant's willful actions in the termination, the manner of termination, and the lack of cause for termination of Plaintiffs' TikTok accounts was unfair and deceptive as contrary to its TOS, which governs Defendant's relationship with Plaintiffs.

70. Defendant's actions in its failure to provide Plaintiffs with any justification or means of response or appeal was a fraudulent misrepresentation of its own policies upon which Plaintiffs relied on in agreeing to use Defendant's platform on which Plaintiffs expended significant money and time in the building of their commercial brand which is now significantly and irrevocably damaged due to Defendant's unfair, unlawful, and deceptive conduct.

71. Furthermore, Defendant's fraudulent actions and misrepresentation of their business practices and unfair competition as herein described are likely to and have deceived the public by causing members of the public to join with Defendant's platform based upon the false advertising and representations of fairness in their enforcement of their terms of use to the detriment of those who unknowingly rely on such unfair competition misrepresentations.

72. As a direct, proximate, and foreseeable result of Defendant's wrongful conduct as alleged above, Defendant business acts or practices have caused injury to Plaintiffs and the public; and Plaintiffs are entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendant as a result of such business acts or practices.

73. Plaintiffs seek compensatory and general damages. Plaintiffs are entitled to damages, restitution and injunctive relief under California law. The resulting reputational damage has led to economic losses exceeding $10,000,000.00.

THIRD CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH PROSEPCTIVE ECONOMIC ADVANTAGE

74. Plaintiff incorporates by reference all previous paragraphs as if fully set forth herein.

75. Plaintiffs had valid and existing business relationships with sponsors, partners, and consumers whereby Plaintiffs were paid for endorsements, advertising deals, and other commercial engagements predicated, in part, by Plaintiffs' commercial sponsorship, marketing, or endorsement activities on Defendant's social media platform which were disrupted by TikTok's deplatforming.

76. TikTok was fully aware of these economic business relationships and the current and prospective future economic advantage to Plaintiffs in that Plaintiffs' activities were taking place on

TikTok's own social media platforms and TikTok was aware of the industry practice whereby social media influencers are paid not only from the platform but also by third parties for brand ambassadorship and endorsements.

77. In fact, Defendant unlawfully, unfairly and maliciously terminated Plaintiffs' accounts while falsely accusing Plaintiffs of criminal wrongdoing in order to curry favor with governmental authorities and their user base, knowing full well of the advantageous business relationships of Plaintiffs that would be destroyed and the economic and reputational harm it was causing Plaintiffs by such termination.

78. Defendant's false representation as alleged above, constituted a breach of contract, an unfair trade practice in violation of Business and Professions Code § 17200, a violation of California Civil Code § 51(b) (Unruh Civil Rights Act), and a violation of Plaintiffs' First Amendment rights under 42 U.S.C. § 1983.

79. As a direct result of Defendant's actions, Plaintiffs lost endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00.

80. The aforementioned acts of Defendant were willful, oppressive, fraudulent, and malicious. Plaintiffs are therefore entitled to punitive damages.

81. Defendant threatens to and unless restrained, will disrupt other business relationships between Plaintiffs and third parties, to Plaintiffs' great irreparable injury, for which damages would not afford adequate relief, in that they would not completely compensate for the injury to Plaintiffs' business reputation and goodwill.

82. Plaintiffs seek compensatory and general damages in excess of $10,000,000.00, the exact amount of which shall be determined according to proof at trial.

FOURTH CAUSE OF ACTION
UNJUST ENRICHMENT / QUANTUM MERUIT

83. Plaintiffs incorporate by reference all previous paragraphs as if fully set forth herein.

84. TikTok monetized Plaintiffs' content and audience for years, using their media presence to drive platform engagement and advertising revenue to and for the benefit of Defendant.

85. In so doing, Plaintiffs have conferred a benefit on the Defendant, which the defendant knowingly accepted under circumstances that make it inequitable for the Defendant to retain the benefit without compensating the Plaintiffs for its value.

86. After deplatforming Plaintiffs without due process or compensation, TikTok unjustly retained the economic value generated by Plaintiffs' brand.

87. This constitutes unjust enrichment for which Plaintiffs are entitled to restitution and quantum meruit in an amount, upon information and belief, exceeding $5,000.000.00. Plaintiffs seek compensatory and general damages.

FIFTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

88. Plaintiffs incorporate by reference all previous paragraphs as if fully set forth herein.

89. TikTok's deplatforming of Plaintiffs—combined with defamatory implications and denial of redress—caused severe emotional distress and reputational harm.

90. TikTok's conduct was both intentional and grossly negligent, lacking any safeguards or procedures typically afforded to users facing enforcement.

91. Plaintiffs experienced public humiliation, loss of reputation, and emotional anguish attributable to TikTok's conduct.

92. Plaintiffs have suffered mental and emotional anguish by extreme anxiety and distress. As a direct result of this conduct, the Plaintiffs suffered both psychological and physical harm, including insomnia, and weight loss provoked by TikTok's action.

SIXTH CAUSE OF ACTION
VIOLATION OF CIVIL CODE § 51(b) (UNRUH CIVIL RIGHTS ACT)

93. Plaintiffs incorporate by reference all previous paragraphs as if fully set forth herein.

94. According to CCP §51(b) "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary

language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever."

95. TikTok discriminated against Plaintiffs by denying them access to its services based on Plaintiffs viewpoints and ideological beliefs directed at women in general, however, continued to permit similar viewpoints and ideological beliefs directed at men posted by women.

96. By way of example of the public content posted by women of similar ideology against men, include:

a. Sprinkle Sprinkle Lady (Tia Nicole/@thesprinklesprinkle):Content: Tia Nicole promotes female empowerment through dating advice, often urging women to seek men who provide financially (e.g., "only date men who pay"). Her content is perceived as male-exploiting, emphasizing hypergamy and critiquing men who fail to meet financial standards.

b. SheraSeven (@shera_seven):Content: SheraSeven coaches women to pursue high-value partners, emphasizing financial security and hypergamy (e.g., "marry up"). Her advice, often critical of "low-value" men, is perceived as anti-male and male-exploiting.

c. Danisha Carter (@danisha.carter):Content: Carter posts content critical of men and promotes female independence, sometimes using humor to highlight male shortcomings (e.g., mocking unreliable partners).

97. This distinction is strictly gender based and portrays a gender-based discrimination prohibited by California Civil Code Section 51 (CCP §51).

98. As a business establishment in California, TikTok is bound by the Unruh Civil Rights Act (CCP §51) to afford equal treatment and cannot selectively exclude users based on disfavored expression based in particular upon the gender of the social media poster.

99. Plaintiffs have suffered significant financial damages as a result of Defendant's wrongful conduct.

100. TikTok's actions constitute unlawful discrimination for which Plaintiffs seek compensatory and injunctive relief. As a direct result, Plaintiffs lost endorsements, advertising

deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory and general damages.

SEVENTH CAUSE OF ACTION
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

101. Plaintiffs incorporate by reference all previous paragraphs as if fully set forth herein.

102. The implied covenant of good faith and fair dealing is a part of the several contracts and agreements between Plaintiffs and Defendant including, but not limited to, the TOS and Guidelines.

103. Among other things, Defendant, in its Guidelines promised, at "Community Principles #7", that it would act with "transparency and consistency" and committed to applying policies "consistently and equitably" while it also, under "Community Principle #8", committed to "[b]e fair and just," including a promise to provide notice of enforcement and an opportunity to appeal

104. TikTok violated this implied covenant by deplatforming Plaintiffs arbitrarily and in bad faith, without notice, appeal, or consistent application of standards.

105. Plaintiffs relied on TikTok's representations of fair enforcement and neutrality to build their brand, invest time, and monetize their presence.

106. Defendant's conduct and actions against Plaintiffs were both arbitrary and in bad faith.

107. Plaintiffs seek compensatory and general damages. As a proximate result of Defendant's breach of the implied covenant of good faith and fair dealing, Plaintiffs have suffered, and continue to suffer, losses related to lost endorsements, advertising deals, and other commercial engagements in an amount in excess of $10,000,000.00.

EIGHTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION

108. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

109. Defendant made a material misrepresentations of an existing material fact when at such time Defendant knew that such representations were false, or had no reasonable ground or belief that such representations were true and thereby intended to induce Plaintiffs to rely on such representations. Specifically, TikTok made false statements in its public policies about neutrality and the availability of appeal, which Plaintiffs relied upon to their detriment when investing time and business resources into their accounts.

110. Plaintiffs, being unaware of the falsity of the representations, acted in reliance on their truth, and that reliance was justifiable and anticipated and intended by Defendant.

111. Plaintiffs sustained substantial and continuing damages as a result of their reliance on the misrepresentations of Defendant.

112. As a result of TikTok's misrepresentations, Plaintiffs have sustained financial damages and disruption of business relationships that will continue to cause Plaintiffs damages in the future. As a direct result, Plaintiffs lost endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory and general damages.

NINTH CAUSE OF ACTION
PROMISSORY ESTOPPEL

113. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

114. Defendant has made clear and unambiguous promises to Plaintiffs through its TOS and Guidelines, which promises set forth Defendant's obligations to Plaintiff regarding termination of services.

115. Defendant's representations and promises that it would enforce rules fairly and allow appeals induced Plaintiffs' reliance. By creating their TikTok accounts and investing substantial amounts of time and money to cultivate millions of TikTok followers, Plaintiffs reasonably and foreseeably relied on Defendant's promises contained in the TOS and Guidelines.

116. Defendant's failure to follow those promises caused significant damage to Plaintiffs.

117. Plaintiffs justifiably relied upon these promises to their detriment suffering significant financial and other damages.

118. Plaintiffs' reliance was both reasonable and foreseeable.

119. As a result of TikTok's promises, Plaintiffs have sustained financial damages and disruption of business relationships that will continue to cause Plaintiffs damages in the future. As a direct result, Plaintiffs lost endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory and general damages.

TENTH CAUSE OF ACTION
FRAUD (INTENTIONAL MISREPRESENTATION)

120. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

121. Defendant made a material misrepresentation of an existing material fact when at such time Defendant knew that such representation was false, and thereby intended to induce Plaintiffs to rely on such representation. Specifically, TikTok knowingly misrepresented the availability and functionality of its content appeal and moderation system.

122. Plaintiffs, being unaware of the falsity of the representation, acted in reliance on its truth in creating their social media accounts with TikTok, and that reliance was justifiable and anticipated and intended by Defendant.

123. Plaintiffs sustained substantial and continuing damages as a result of their reliance on the misrepresentations of Defendant.

124. Plaintiffs justifiably relied on those misstatements and suffered financial and other damages and harm as a result of their justifiable reliance on such intentional misrepresentations.

125. As a result of TikTok's intentional misrepresentations, Plaintiffs have sustained financial damages and disruption of business relationships that will continue to cause Plaintiffs damages in the future. As a direct result, Plaintiffs lost endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory, punitive, and general damages.

ELEVENTH CAUSE OF ACTION:
VIOLATION OF FIRST AMENDMENT RIGHTS UNDER 42 U.S.C. § 1983

126. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

127. TikTok acted under color of law when it removed Plaintiffs' accounts following directives, coercion, or encouragement from government actors.

128. These actions constituted state action and resulted in unconstitutional censorship and retaliation.

129. Plaintiffs are entitled to declaratory relief and damages under 42 U.S.C. § 1983. As a result of TikTok's actions Plaintiffs have sustained financial damages and disruption of business relationships that will continue to cause Plaintiffs damages in the future. As a direct result, Plaintiffs lost their right to free expression on the platform, endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory and general damages.

TWELVTH CAUSE OF ACTION
FALSE LIGHT

130. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

131. TikTok, through public statements and implied messaging, falsely portrayed Plaintiffs as violent, misogynistic, and criminal. This implication is highly offensive to a reasonable person. TikTok's portrayal in a false light was malicious, as shown by their breach of contract, misrepresentation and fraud, and lack of following protocols to allow for appeal of the account closure.

132. These representations were published to a wide audience and caused reputational and financial harm. The ban was reported on by media outlets such as NBC, BBC, Business Insider, The Washington Post, and The New York Times.

133. Plaintiffs were never given a chance by TikTok to rebut the allegations or access an internal appeal process to mitigate the portrayal in a false light.

134. As a result of TikTok's portrayal of Plaintiffs in a false light, Plaintiffs have sustained financial damages and disruption of business relationships that will continue to cause Plaintiffs damages in the future. As a direct result, Plaintiffs lost endorsements, advertising deals, and other commercial engagements in excess of $10,000,000.00. Plaintiffs seek compensatory, punitive, and general damages.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. Compensatory damages in an amount exceeding $50,000,000, including general, special, and economic damages for harm to reputation, emotional distress, business interference, and misappropriation;

B. Punitive and exemplary damages in an amount to be determined at trial, sufficient to punish Defendant for its willful, malicious, and oppressive conduct and to deter similar future conduct;

C. Costs, attorney's fees, and pre- and post-judgment interest;

D. Such other and further relief as the Court may deem just and proper.

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VII. DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all triable issues.

DATED: August 8th, 2025

Respectfully Submitted,

BRENNEMAN APC

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*Pro Hac Vice Admission Pending and
Filed Contemporaneously with Complaint

Attorneys for Plaintiffs

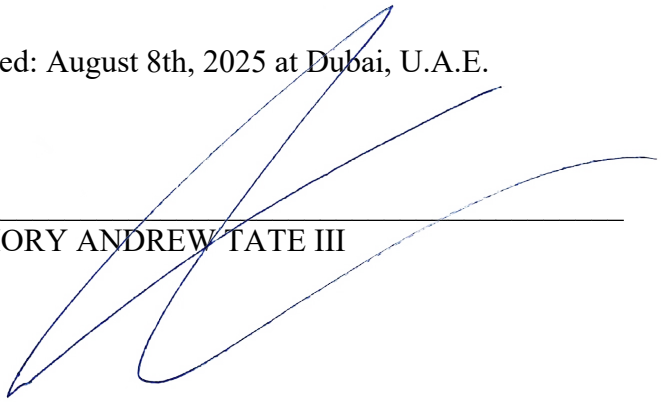
VERIFICATION

I, EMORY ANDREW TATE III, declare:

I am one of the plaintiffs in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 8th, 2025 at Dubai, U.A.E.



EMORY ANDREW TATE III

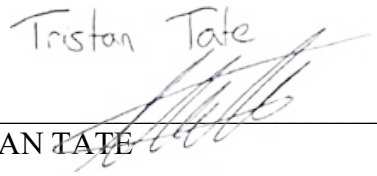
VERIFICATION

I, TRISTAN TATE, declare:

I am one of the plaintiffs in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 8th, 2025 at Dubai, U.A.E.



TRISTAN TATE

EXHIBIT A

TikTok

Legal

Terms of Service

(If you are a user having your usual residence in the US)

Last updated: February 2019

1. Your Relationship With Us

Welcome to TikTok (the “Platform”), which is provided by TikTok Inc. in the United States (collectively such entities will be referred to as “TikTok”, “we” or “us”).

You are reading the terms of service (the “Terms”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Access to certain Services or features of the Services (such as, by way of example and not limitation, the ability to submit or share User Content (defined below)) may be subject to age restrictions and not available to all users of the Services. Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully. If you are under age 18, you may only 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.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST

PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2. Accepting the Terms

By accessing or using our Services, you confirm that you can form a binding contract with TikTok, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our Privacy Policy and Community Guidelines, the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device's applicable app store, and are incorporated herein by reference. By using the Services, you consent to the terms of the Privacy Policy.

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 entity to these Terms, and that you agree to these Terms on the entity's behalf, 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 affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.

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

3. Changes to the Terms

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance

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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 accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password 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: https://www.tiktok.com/legal/report/feedback.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.

If you no longer want to use our Services again, and would like your account deleted, contact us at: https://www.tiktok.com/legal/report/feedback. We will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

5. Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms or are authorized to use the Services by your parent or legal guardian;
- make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine

- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof
- market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, 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. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;
- 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;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorisation from TikTok, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

- any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
- any material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;
- any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
- any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
- any material that contains a threat of any kind, including threats of physical violence;
- any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or
- material that, in the sole judgment of TikTok, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose TikTok, the Services or its users to any harm or liability of any type.

In addition to the above, your access to and use of the Services must, at all times, be compliant with our Community Guidelines.

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 objectionable, in violation of these Terms or our Community Policy, or otherwise harmful to the Services or our users. Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree to the terms of the Copyright Policy.

7. Content

TikTok Content

As between you and TikTok, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Services, and all intellectual property rights related thereto (the “TikTok Content”), are either owned or licensed by TikTok, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the TikTok Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service (e.g. , you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and

granted herein in the Services and the TikTok Content. You acknowledge and agree that TikTok may terminate this license at any time for any reason or no reason.

NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.

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 provided 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 on the basis of the content on our Services.

We make no representations, warranties or guarantees, whether express or implied, that any TikTok Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).

User-Generated Content

Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user 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 (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained Virtual Items Policy) and other elements provided by TikTok (“TikTok Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes TikTok Elements, have not been verified or approved

Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at “Your Access to and Use of Our Services” above. You may also choose to upload or transmit your User Content, including User Content that includes TikTok Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out at “Your Access to and Use of Our Services” above. As noted above, these features may not be available to all users of the Services, and we have no liability to you for limiting your right to certain features of the Services.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.

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 post such sound recordings to the Services unless you have all permissions, clearances from, or are authorised by, the owner of any part of the content to submit it to the Services

You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise other users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

age restrictions.

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 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), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

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, then you must notify your PRO 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 reporting obligations. 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.

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 will not have any separate liability to you or any other third party for User Content posted or used on such third party service via the Services.

Waiver of Rights to User Content. By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action

We also 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, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Services if, in our opinion, your post does not comply with the content standards set out at “Your Access to and Use of Our Services”above. 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 to violate these Terms, 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, we recommend that you save copies of any User Content that you post 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. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To restrict access to your User Content, you should select the privacy setting available within the Platform.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

If you wish to file a complaint about information or materials uploaded by other users, contact us at: https://www.tiktok.com/legal/report/feedback.

TikTok takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of.It is TikTok’s policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

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 any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or

can be avoided. Accordingly, by sending Feedback to us, you agree that:

TikTok has no obligation to review, consider, 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 we 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 us perpetual and unlimited permission to 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.

8. Indemnity

You agree to defend, indemnify, and hold harmless TikTok, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

9. 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 ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

FROM ERROR;

- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE

10. LIMITATION OF LIABILITY

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

SUBJECT TO THE PARAGRAPH ABOVE, WE 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 OF DATA SUFFERED BY YOU; OR
- (V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO TIKTOK WITHIN THE LAST 12 MONTHS.

ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

ADVERTISING APPEARS ON THE SERVICE;

- 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);
- 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;
- YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR
- YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

THESE LIMITATIONS ON OUR 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'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

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 SUCH DISPUTES.

11. Other Terms

Open Source. The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at Open Source Policy.

Entire Agreement. These Terms constitute the whole legal agreement between you and TikTok and govern your use of the Services and completely replace any prior agreements between you and TikTok in relation to the Services.

Links. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at “Your Access to and Use of Our Services” above. We reserve the right to withdraw linking permission without notice.

No Waiver. Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

Security. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes 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 the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

ARBITRATION AND CLASS ACTION WAIVER. This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity

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Informal Process First. You agree that in the event of any dispute between you and TikTok, you will first contact TikTok and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, “Claim”) relating in any way to your use of TikTok’s services and/or products, including the Services, or relating in any way to the communications between you and TikTok or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and TikTok. However, this arbitration agreement does not (a) govern any Claim by TikTok for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use this Services by following the procedure described below.

You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and TikTok are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to:

TikTok Inc., 5800 Bristol Parkway, Culver City, CA 90230

Email Address: legal@tiktok.com

The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

If you do not want to arbitrate disputes with TikTok and you are an individual, you may opt out of this arbitration agreement by sending an email to legal@tiktok.com within thirty (30) days of the first of the date you access or use the Services.

Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and TikTok each waive any right to a jury trial.

If a counter-notice is received by TikTok's Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it. Unless the original complaining party files an action seeking a court order against the Content Provider, member or user, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the counter-notice, at TikTok's sole discretion.

using this process.

California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at https://www.dca.ca.gov/about_us/contactus.shtml.

Users of the Services who are California residents and are under 18 years of age may request and obtain removal of User Content they posted by contacting us at: https://www.tiktok.com/legal/report/feedback. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the User Content you want removed and information reasonably sufficient to permit us to locate that User Content. We do not accept California Removal Requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information.

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 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.

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.

TikTok

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices:

Notice regarding Apple.

By downloading the Platform from a device made by Apple, Inc. ("Apple") or from Apple's App Store, you specifically acknowledge and agree that:

- These Terms between TikTok 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 on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Services.
- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.
- In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, 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.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform 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 or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, 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.

party beneficiary hereof.

- TikTok expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

Windows Phone Store.

By downloading the Platform from the Windows Phone Store (or its successors) operated by Microsoft, Inc. or its affiliates, you specifically acknowledge and agree that:

- You may install and use one copy of the Platform on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.
- You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

Amazon Appstore.

By downloading the Platform from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or affiliates ("Amazon"), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore ("Amazon Appstore EULA Terms"), and (b) the other terms and conditions in these Terms, the Amazon Appstore EULA Terms shall apply with respect to your use of the Platform that you download from the Amazon Appstore, and
- Amazon does not have any responsibility or liability related to compliance or non-compliance by TikTok or you (or any other user) under these Terms or the Amazon Appstore EULA Terms.

Google Play.

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies 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 that you download from Google Play, and
- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by TikTok or you (or any other user) under these Terms or the Google Play Terms.

Contact Us.

You can reach us at: https://www.tiktok.com/legal/report/feedback or write us at TikTok Inc.: 10100 Venice Blvd., Culver City, CA 90232 , USA

TikTok

Programs

TikTok for Good

TikTok for Developers

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EXHIBIT B

TikTok

How TikTok is supporting our community through COVID-19

Community Guidelines

- Introduction
- Minor Safety
- Dangerous acts and challenges
- Suicide, self-harm, and disordered eating
- Adult nudity and sexual activities
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- Illegal activities and regulated goods
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TikTok



Introduction

Last updated, February 2022

TikTok's mission is to inspire creativity and bring joy. We are building a global community where people can create and share, discover the world around them, and connect with others across the world. We are committed to maintaining a supportive environment for our growing community. Our Community Guidelines establish a set of norms and common code of conduct that provide for a safe and welcoming space for everyone.

At TikTok, we prioritize safety, diversity, inclusion, and authenticity. We encourage creators to celebrate what makes them unique and viewers to engage with what inspires them; we believe that a safe environment helps everyone do so openly. We prize the global nature of our community and strive to take into account the breadth of cultural norms where we operate. We also aim to cultivate an environment for genuine interactions by encouraging authentic content on TikTok.

Our Community Guidelines apply to everyone and everything on TikTok. We proactively enforce them using a mix of technology and human moderation and aim to do so before people report potentially violative content to us. We also encourage our community members to use the tools we provide on TikTok to report any content or account they believe violates our Community Guidelines.

that are involved in severe or repeated on-platform violations; we may also consider actions on other platforms and offline behavior in these decisions. Circumstances that involve any instance of a threat of real-world harm to human life that is specific, credible, and imminent may be reported to law enforcement authorities. The full TikTok experience is for people 13 and older, and we actively remove accounts of people we suspect are under this age. (*In the US, we accommodate people under 13 in TikTok for Younger Users, a limited app experience designed specifically for this audience with additional safeguards and privacy protections.*)

Our algorithms are designed with trust and safety in mind. For some content, we may reduce discoverability, including by redirecting search results, or making videos ineligible for recommendation in the For You feed. More information can be found below in the Ineligible for the For You feed section.

At the same time, we recognize that some content that would normally be removed per our Community Guidelines may be in the public interest. Therefore, we may allow exceptions under certain limited circumstances, such as educational, documentary, scientific, artistic, or satirical content, content in fictional or professional settings, counterspeech, or content that otherwise enables individual expression on topics of social importance. To minimize the potentially negative impact of graphic content, we may first include safety measures such as an “opt-in” screen or warning.

In consultation with relevant stakeholders, we update our Community Guidelines from time to time to evolve alongside new behaviors and risks, as part of our commitment to keeping TikTok a safe place for creativity and joy.

Minor safety

We are deeply committed to protecting the safety of minors on our platform. TikTok defines a minor as any person under the age of 18. We prohibit activities that perpetuate the abuse, harm, endangerment, or exploitation of minors on TikTok. Any content, including animation or digitally created or manipulated media, that depicts abuse, exploitation, or endangerment of minors is a violation on our platform and will be removed when detected. We report child sexual abuse material (CSAM) and supporting evidence to the National Center for Missing & Exploited Children (NCMEC) and to any additional relevant legal authorities.

cannot use direct messaging or host a livestream and their content is not eligible to appear in the For You feed (the age thresholds may be higher in some regions). Account holders who are under the age of 18 cannot send or receive gifts via our virtual gifting features.

Sexual exploitation of minors

TikTok will take action on any content or accounts involving CSAM or sexual exploitation of a minor. Sexual exploitation of minors includes any abuse of a position of power or trust for sexual purposes, including profiting financially, socially, sexually, or politically from the exploitation of a minor. CSAM is defined as any visual depiction of sexually explicit nudity or conduct of a minor, whether captured by predatory adults, peers, or self-generated by minors.

Do not post, upload, download, stream, or share:

- Content that shares, reshares, offers to trade or sell, or directs users off platform to obtain or distribute CSAM
- Content that engages with minors in a sexualized way, or otherwise sexualizes a minor (e.g., via product features like duets)
- Content that depicts, solicits, glorifies, or encourages child abuse imagery including nudity, sexualized minors, or sexual activity with minors
- Content that depicts, promotes, normalizes, or glorifies pedophilia or the sexual assault of a minor
- Content that re-victimized or capitalizes on minor victims of abuse by third party reshares or reenactments of assault or confessions

Grooming behavior

Grooming behaviors are those in which an adult builds an emotional relationship with a minor in order to gain the minor's trust for the purposes of future or ongoing sexual contact, sexual abuse, trafficking, or other exploitation. These behaviors may include: flattery, requests for contact on or off platform, requests for personal information, solicitation of minor sexual abuse material, sexual solicitations or comments, and gift-giving.

Do not post, upload, stream, or share:

- Grooming advances
- Content that depicts, promotes, normalizes, or glorifies grooming behaviors
- Content that solicits real-world contact between a minor and an adult or between minors with a significant age difference

- Any solicitation of nude imagery or sexual contact, through blackmail or other means of coercion

Nudity and sexual activity involving minors

Nudity and sexual activity involving minors include content that is overtly revealing of breasts, genitals, anus, or buttocks, or behaviors that mimic, imply, or display sex acts involving minors. We do not allow the depiction, including digitally created or manipulated content, of nudity or sexual activity.

Do not post, upload, stream, or share:

- Content that depicts or implies minor sexual activities including penetrative and non-penetrative sex, oral sex, or intimate kissing
- Content that depicts sexual arousal or sexual stimulation involving a minor
- Content that depicts a sexual fetish involving a minor
- Content that depicts exposed genitals, buttocks, the pubic region, or female nipples of a minor
- Content that contains sexually explicit language depicting or describing a minor
- Content depicting a minor that contains sexually explicit song lyrics
- Content with sexually explicit dancing of a minor, including twerking, breast shaking, pelvic thrusting, or fondling the groin or breasts of oneself or another
- Content depicting a minor undressing
- Content depicting a minor in minimal clothing that is not situationally relevant to the location
- Sexualized comments, emojis, text, or other graphics used to veil or imply nudity or sexual activity of a minor

Harmful activities by minors

Harmful minor activities include the possession or consumption of substances prohibited for minors, the misuse of legal substances, engagement in illegal activities, and participation in activities, physical challenges, or dares that may threaten the well-being of minors. We remove any such content from our platform.

Do not post, upload, stream, or share:

- Content that suggests, depicts, imitates, or promotes the possession or consumption of alcoholic beverages, tobacco, or drugs by a minor
- Content that offers instruction targeting minors on how to buy, sell, or trade alcohol, tobacco, or controlled substances
- Content that depicts or promotes activities that may jeopardize youth well-being, including physical challenges, dares, or stunts

child endangerment, and psychological disparagement. We remove any such content from our platform.

Do not post, upload, stream, or share:

- Content that depicts or promotes physical abuse, neglect, endangerment, or psychological disparagement of minors

Crimes against children

We do not allow users who have been convicted of crimes against children to have an account on our platform. These crimes include: sexual assault, molestation, murder, physical abuse or neglect, abduction, international parental kidnapping, trafficking, exploitation of minors for prostitution, live online sexual abuse of a minor, sexual exploitation of minors in the context of travel and tourism, attempts to obtain or distribute CSAM, and the production, possession, or distribution of CSAM. If we discover any such users, we ban the account. Any self-disclosed user information that states the account holder is a pedophile or minor sex offender will be taken at face value and the account will be deleted.

Dangerous acts and challenges

We do not permit users to share content depicting, promoting, normalizing or glorifying dangerous acts that may lead to serious injury or death. We also do not allow content which promotes or endorses collective participation in dangerous or harmful activities that violate any aspect of our Community Guidelines.

We define dangerous acts or other dangerous behavior as activities conducted in a non-professional context or without the necessary skills and safety precautions that may lead to serious injury or death for the user or the public. This includes amateur stunts or dangerous challenges.

Do not post, upload, stream, or share:

- Content that shows the potentially inappropriate use of dangerous tools or objects
- Content that depicts dangerous driving behavior
- Content that depicts or promotes ingesting substances that are not meant for consumption and could lead to severe harm
- Content that describes or provides instructional detail on how to perform a dangerous activity
- Dangerous games, dares, challenges, or stunts that might lead to injury or property damage

We care deeply about the health and well-being of the individuals who make up our community. We do not allow content depicting, promoting, normalizing, or glorifying activities that could lead to suicide, self-harm, or disordered eating. However, we do support members of our community sharing their personal experiences with these issues in a safe way to raise awareness and find community support. We also encourage individuals who are struggling with thoughts of suicide or self-harm, or who know someone is seriously considering suicide, to immediately contact local emergency services or a suicide prevention hotline. In the event that our intervention could help a user who may be at risk of harming themselves, TikTok may also alert local emergency services.

Suicide and self-harm

We remove content that depicts suicide, involves suicidal ideation, or that might encourage suicidal or self-injurious behavior. We also remove content that depicts attempted suicide or behavior likely to lead to self-inflicted death. We prohibit any form of content that promotes, normalizes, or glorifies suicide, provides instructions for suicide, or posts that portray a suicide as heroic or honorable. Circumstances that involve any instance of a threat of real-world harm to human life that is specific, credible, and imminent may be reported to law enforcement authorities.

Content that encourages or promotes suicide or self-harm hoaxes are also not allowed. This includes alarming warnings that could cause panic and widespread harm. We will remove such warnings, while allowing content that seeks to dispel panic and promote accurate information about such hoaxes.

Do not post, upload, stream, or share:

- Content that depicts, promotes, normalizes, or glorifies suicide or self-harm
- Content that provides instructions for suicide or how to engage in self-harm
- Suicide or self harm games, dares, challenges, pacts, or hoaxes

Disordered eating

Content that promotes unhealthy eating behaviors or habits that are likely to cause adverse health outcomes is not allowed on the platform. This includes content expressing desire for an eating disorder, sharing tips or coaching on disordered eating, and participation in unhealthy body measurement challenges.

Do not post, upload, stream, or share:

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Adult nudity and sexual activities

We strive to create a platform that feels welcoming and safe. We do not allow nudity, pornography, or sexually explicit content on our platform. We also prohibit content depicting or supporting non-consensual sexual acts, the sharing of non-consensual intimate imagery, and adult sexual solicitation.

Sexual exploitation

Sexual exploitation is defined as any actual or attempted abuse of a position of vulnerability, power, or trust for sexual purposes, including profiting monetarily, socially, or politically from the sexual exploitation of another. We do not permit sexually exploitative content.

Do not post, upload, stream, or share:

- Content that depicts, solicits, promotes, normalizes, or glorifies non-consensual sexual acts or non-consensual touching, including rape and sexual assault
- Content that depicts, solicits, promotes, normalizes, or glorifies the sharing of non-consensual intimate imagery, including sexual images that are taken, created, or shared without consent
- Content that depicts, promotes, normalizes, or glorifies sexual violence
- Content that depicts, promotes, or glorifies sexual solicitation, including offering or asking for sexual partners, sexual chats or imagery, sexual services, premium sexual content, or sexcamming

Nudity and sexual activity involving adults

Nudity and sexual activity include content that is overtly revealing of breasts, genitals, anus, or buttocks, or behaviors that mimic, imply, or display sex acts. We do not allow depictions, including digitally created or manipulated content, of nudity or sexual activity. We are mindful that some content may be offensive or culturally inappropriate in certain regions or may not be suitable for users of all ages.

Do not post, upload, stream, or share:

- Content that explicitly or implicitly depicts sexual activities including penetrative and non-penetrative sex, oral sex, or erotic kissing
- Content that depicts sexual arousal or sexual stimulation
- Content that depicts a sexual fetish
- Content that depicts genitals, buttocks, the pubic region, or female nipples

TikTok

Bullying and harassment

We believe in an inclusive community and individual expression without fear of abuse. We do not tolerate members of our community being shamed, bullied, or harassed. Abusive content or behavior can cause severe psychological distress and will be removed from our platform.

Abusive behavior

We remove expressions of abuse, including threats or degrading statements intended to mock, humiliate, embarrass, intimidate, or hurt an individual. This prohibition extends to the use of TikTok features. To enable expression about matters of public interest, critical comments of public figures may be allowed; however, serious abusive behavior against public figures is prohibited.

Do not post, upload, stream, or share:

- Content that insults another individual, or disparages an individual on the basis of attributes such as intellect, appearance, personality traits, or hygiene
- Content that encourages coordinated harassment
- Content that disparages victims of violent tragedies
- Content that uses TikTok interactive features (e.g., duet) to degrade others
- Content that depicts willful harm or intimidation, such as cyberstalking or trolling
- Content that wishes death, serious disease, or other serious harm on an individual

Sexual harassment

Sexual harassment involves unwanted or inappropriate sexual behavior directed at another individual. We do not allow content that glorifies, normalizes or promotes sexual harassment, regardless of the user's intent.

Do not post, upload, stream, or share:

- Content that attempts to make unwanted sexual contact
- Content that disparages another person’s sexual activity
- Content that simulates sexual activity with another person, either verbally, in text (including emojis), or through the use of any in-app features
- Content that alters or morphs an image of another individual to portray or imply sexual suggestiveness or engagement in sexual activity

Threats of hacking, doxxing, and blackmail

Threatening to hack or dox with an intent to harass or blackmail another individual can cause serious emotional distress and other offline harm. We define doxxing as the act of collecting and publishing personal data or personally identifiable information (PII) for malicious purposes. We consider these online behaviors as forms of abuse and do not allow them on our platform.

Do not post, upload, stream, or share:

- Content that threatens to reveal personal data or personally identifiable information (PII), including residential address, private email address, private phone number, bank statement, social security number, or passport number
- Content that threatens to blackmail an individual or to hack an individual's account
- Content that incites or encourages others to hack or reveal another person's account, personal data, or personally identifiable information (PII)
- An individual's account, personal data, or personally identifiable information to encourage others to abuse, troll, or harass that individual

Hateful behavior

TikTok is a diverse and inclusive community that has no tolerance for discrimination. We do not permit content that contains hate speech or involves hateful behavior, and we remove it from our platform. We ban accounts and/or users that engage in severe or multiple hate speech violations or that are associated with hate speech off the TikTok platform.

Attacks and slurs on the basis of protected attributes

We define hate speech or behavior as content that attacks, threatens, incites violence against, or otherwise dehumanizes an individual or a group on the basis of the following protected attributes:

- Race
- Ethnicity
- National origin
- Religion
- Caste
- Sexual orientation

- Serious disease
- Disability
- Immigration status

Slurs are defined as derogatory terms that are intended to disparage groups or individuals based on any protected attributes listed above. To minimize the spread of egregiously offensive terms, we remove all slurs from our platform, unless the terms are reappropriated, used self-referentially (i.e., by members of the protected group), or used in a way that does not disparage (e.g., educational context).

Do not post, upload, stream, or share:

- Content claiming individuals or groups with protected attributes are physically, mentally, or morally inferior or referring to them as criminals, animals, inanimate objects, or other non-human entities
- Content promoting or justifying violence, exclusion, segregation, or discrimination against them
- Content that includes the use of non-self referential slurs
- Content that targets transgender or non-binary individuals through misgendering or deadnaming
- Content that depicts harm inflicted upon an individual or a group on the basis of a protected attribute

Hateful ideology

Hateful ideologies are those that demonstrate clear hostility toward people because of their protected attributes. Hateful ideologies are incompatible with the inclusive and supportive community that our platform provides and we remove content that promotes them.

Do not post, upload, stream, or share:

- Content that praises, promotes, glorifies, or supports any hateful ideology (e.g., white supremacy, misogyny, anti-LGBTQ, antisemitism)
- Content that contains names, symbols, logos, flags, slogans, uniforms, gestures, salutes, illustrations, portraits, songs, music, lyrics, or other objects related to a hateful ideology
- Content that promotes, supports, or advertises conversion therapy or related program
- Content that denies well-documented and violent events have taken place affecting groups with protected attributes (e.g., Holocaust denial)
- Claims of supremacy over a group of people with reference to other protected attributes
- Conspiracy theories used to justify hateful ideologies

Violent extremism

we ban the account. When warranted, we will report threats to relevant legal authorities. To effectively protect our community, we may consider off-platform behavior to identify violent extremist organizations and individuals on our platform. If we find such organizations or individuals, we will ban their accounts.

Threats and incitement to violence

We consider incitement to violence as advocating for, directing, or encouraging other people to commit violence. We do not allow threats of violence or incitement to violence on our platform that may result in serious physical harm.

Do not post, upload, stream, or share:

- Statements of intent to inflict physical injuries on an individual or a group
- Statements or imagery that encourage others to commit or that advocate for violence
- Conditional or aspirational statements that encourage other people to commit violence
- Calls to bring weapons to a location with the intent to intimidate or threaten an individual or group with violence
- Instructions on how to make or use weapons that may incite violence

Violent extremist organizations and individuals

We do not allow organizations or individuals on our platform who promote or engage in violence, including terrorist organizations, organized hate groups, criminal organizations, and other non-state armed groups that target civilians.

Terrorist organizations

Terrorists and terrorist organizations are non-state actors that threaten violence, use violence, and/or commit serious crimes (such as crimes against humanity) against civilian populations in pursuit of political, religious, ethnic, or ideological objectives.

Organized hate groups

We use the term “organized hate” to refer to those individuals and organizations who attack people based on protected attributes, such as race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender, gender identity, or immigration status. We consider attacks to include actions that incite violence or hatred, that aim to dehumanize individuals or groups, or that embrace a hateful ideology.

including violent crimes (e.g., homicide, rape, robbery, assault), trafficking (e.g., human, organ, drug, weapons), kidnapping, financial crimes (e.g., extortion, blackmail, fraud, money laundering), or cybercrime.

Do not post, upload, stream, or share:

- Content that praises, promotes, glorifies, or supports violent acts or extremist organizations or individuals
- Content that encourages participation in, or intends to recruit individuals to, violent extremist organizations
- Content with names, symbols, logos, flags, slogans, uniforms, gestures, salutes, illustrations, portraits, songs, music, lyrics, or other objects meant to represent violent extremist organizations or individuals

Integrity and authenticity

We believe that trust forms the foundation of our community. We do not allow activities that may undermine the integrity of our platform or the authenticity of our users. We remove content or accounts that involve spam or fake engagement, impersonation, or misleading information that causes significant harm.

Spam and fake engagement

Fake engagement includes any content or activity that seeks to artificially inflate popularity on the platform. We prohibit any attempts to manipulate the platform to increase interaction metrics.

Do not:

- Share instructions on how to artificially increase views, likes, followers, shares, or comments
- Engage in selling or buying views, likes, followers, shares, or comments
- Promote artificial traffic generation services
- Operate multiple TikTok accounts under false or fraudulent pretenses to distribute commercial spam
- Create malicious software or modify code to artificially increase views, likes, followers, shares, or comments

Impersonation

is a fan, commentary, or parody account and not affiliated with the subject of the account.

Do not:

- Pose as another person or entity by using someone else's name, biographical details, or profile picture in a misleading manner

Harmful misinformation

Misinformation is defined as content that is inaccurate or false. We will remove misinformation that causes significant harm to individuals, our community, or the larger public regardless of intent. Significant harm includes serious physical injury, illness, or death; severe psychological trauma; large-scale property damage, and the undermining of public trust in civic institutions and processes such as governments, elections, and scientific bodies. This does not include simply inaccurate information, myths, or commercial or reputational harm.

Do not post, upload, stream, or share:

- Misinformation that incites hate or prejudice
- Misinformation related to emergencies that induces panic
- Medical misinformation that can cause harm to an individual's physical health
- Content that misleads community members about elections or other civic processes
- Conspiratorial content including content that attacks a specific person or a protected group, includes a violent call to action, or denies a violent or tragic event occurred
- Digital Forgeries (Synthetic Media or Manipulated Media) that mislead users by distorting the truth of events and cause significant harm to the subject of the video, other persons, or society

Do not:

- Engage in coordinated inauthentic behavior such as the use of multiple accounts to exert influence and sway public opinion while misleading individuals, our community, or our systems about the account's identity, location, relationships, popularity, or purpose

Illegal activities and regulated goods

goods that are regulated or illegal in the majority of the region or world.

Criminal activities

Criminal activities cover a wide spectrum of acts punishable by law, including theft, assault, human exploitation, counterfeiting, and other harmful behavior. To prevent such behavior from being normalized, imitated, or facilitated, we remove content that promotes or enables criminal activities.

Do not post, upload, stream, or share:

- Content that promotes acts of physical harm, such as assault or kidnapping
- Content that risks the safety of others, including swatting
- Content that promotes human exploitation, including human smuggling, bonded labor, domestic servitude, sex trafficking, or prostitution
- Content that promotes vandalism or damage to property
- Content that promotes the poaching or illegal trade of wildlife
- Content that offers the purchase, sale, trade, or solicitation of unlawfully acquired or counterfeit goods
- Content that provides instructions on how to conduct criminal activities that result in harm to people, animals, or property

Weapons

We do not allow the depiction, promotion, or trade of firearms, ammunition, firearm accessories, or explosive weapons. We also prohibit instructions on how to manufacture those weapons. We may allow depiction when appearing in educational contexts (e.g., as part of a museum's collection), involving authorized government personnel (e.g., a police officer) or used in a safe and controlled environment (e.g., shooting range, recreational hunting).

Do not post, upload, stream, or share:

- Content that displays firearms, firearm accessories, ammunition, or explosive weapons
- Content that offers the purchase, sale, trade, or solicitation of firearms, accessories, ammunition, explosive weapons, or instructions on how to manufacture them

Drugs, controlled substances, alcohol, and tobacco

We do not allow the depiction, promotion, or trade of drugs or other controlled substances. The trade of tobacco and alcohol products is also prohibited on the platform.

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trade drugs or other controlled substances

- Content that offers the purchase, sale, trade, or solicitation of drugs or other controlled substances, alcohol or tobacco products (including vaping products, smokeless or combustible tobacco products, synthetic nicotine products, E-cigarettes, and other ENDS [Electronic Nicotine Delivery Systems])
- Content that provides information on how to buy illegal or controlled substances
- Content that depicts or promotes the misuse of legal substances, or instruction on how to make homemade substances, in an effort to become intoxicated

Frauds and scams

We do not permit anyone to exploit our platform to take advantage of the trust of users and bring about financial or personal harm. We remove content that deceives people in order to gain an unlawful financial or personal advantage, including schemes to defraud individuals or steal assets.

Do not post, upload, stream, or share:

- Content that promotes phishing
- Content that promotes Ponzi, multi-level marketing, or pyramid schemes
- Content that promotes investment schemes with promise of high returns, fixed betting, or any other types of scams

Gambling

We do not allow content promoting gambling services, or that could be perceived as advertising for casinos, sports betting, or any other commercial gambling activity.

Do not post, upload, stream, or share:

- Content that promotes casinos, sports betting, poker, lotteries, gambling-related software and apps, or other gambling services

Privacy, personal data, and personally identifiable information (PII)

We do not allow content that violates the confidentiality of personal data or personally identifiable information (e.g., social security information, phone numbers, physical addresses). We remove content that depicts personal data or personally identifiable information (PII) from the platform.

Do not post, upload, stream, or share:

- Content that contains personal data or personally identifiable information (PII)

TikTok

TikTok is a platform that celebrates creativity but not shock value or violence. We do not allow content that is gratuitously shocking, graphic, sadistic, or gruesome or that promotes, normalizes, or glorifies extreme violence or suffering on our platform. When it is a threat to public safety, we ban the account and, when warranted, we will report it to relevant legal authorities.

Do not post, upload, stream, or share:

- Content of humans that depicts:
  - violent or graphic deaths or accidents
  - dismembered, mutilated, charred, or burned human remains
  - gore in which an open wound or injury is the core focus
  - real-world physical violence, fighting, or torture
- Content of animals that depicts:
  - the slaughter or other non-natural death of animals
  - dismembered, mutilated, charred, or burned animal remains
  - animal cruelty and gore

Copyright and trademark infringement

Copyright is a legal right that protects original works of authorship (e.g., music, videos) and original expression of an idea (e.g., the specific way a video or music is expressed or created), although it does not protect underlying ideas or facts. A trademark is a word, symbol, slogan, or design that identifies and distinguishes the source of a product or service. We encourage everyone to create and share original content. Content that infringes someone else's intellectual property rights is prohibited on our platform and will be removed if we become aware of it. The use of copyrighted work under certain circumstances, such as the fair use doctrine or other applicable laws, or the use of a trademark to reference, lawfully comment, criticize, parody, make a fan page, or review a product or service, may not be considered a violation of our policies.

Do not post, upload, stream, or share:

- Content that violates or infringes someone else's copyrights, trademarks, or other intellectual property rights

TikTok

A top priority for TikTok is the safety and security of our users, creators, business partners, vendors, and employee data, including their personal information, accounts, profiles, content, and other proprietary information, as well as our product and services. We do not allow access to the TikTok platform -- which includes our website, app, network, and associated infrastructure or networks -- through unauthorized methods, or to obtain sensitive confidential commercial or personal information. Any attempt to undermine or abuse the security, integrity or reliability of our platform, products, or services is expressly prohibited.

Do not:

- Attempt to access the TikTok platform in an unauthorized manner, and do not create fake or misleading versions of the TikTok platform
- Create or distribute malicious files, content, or messages that contain viruses, Trojan horses, worms, logic bombs, or other materials that may be harmful to the community or platform
- Use automated scripts, web crawling, software, deceptive techniques, or any other way to attempt to obtain, acquire, or request login credentials or other sensitive information, including non-public data, from TikTok or its users
- Leverage TikTok accounts under false or fraudulent pretenses to distribute spam, phishing, or smishing content in an attempt to perpetrate cybercrime or gain unauthorized access to others' content, accounts, systems, or data
- Modify, adapt, translate, reverse engineer, disassemble, decompile, or create any derivative products based on TikTok, including any files, tables or documentation, or attempt to regenerate any source code, algorithms, methods, or techniques embodied in TikTok
- Provide access to your account credentials to others or enable others to conduct activities against our Community Guidelines
- Click on suspicious links or engage in requests for information about your TikTok account details, passwords, verification qualification, financial, or other personal information

Ineligible for the For You feed

The goal of the For You feed (FYF) is to provide original content that honors our mission of inspiring creativity and bringing joy to our diverse community around the world. Each account holder's FYF is based on a personalized recommendation system. Our recommendation system is designed with user safety as a primary consideration, meaning that some content may not be eligible for recommendation. While the spontaneity of the FYF is what makes TikTok unique, the FYF is intended for a general

our platform, searchable, and viewed in Following feeds but not eligible for recommendation.

Minor safety

Minors' sense of judgment and identity mature as they develop. To provide teens with additional room for identity exploration and expression in digital spaces, content uploaded by users under the age of 16 is not eligible for recommendation. We strive to encourage healthy development across all ages. The promotion of cosmetic surgery to minors may lead to higher rates of body dissatisfaction. Accordingly, such content -- including before-and-after videos, videos of surgical procedures, and messages discussing elective cosmetic surgery without warning of risks -- are ineligible for the FYF of all users under the age of 18.

Dangerous stunts and sports

Certain activities can be risky or dangerous when replicated without safety precautions, which could lead to physical harm. Content that includes dangerous stunts, or extreme sports performed by non-professionals, may be ineligible. (We remove content that depicts dangerous acts and challenges performed by non-professionals, which may lead to serious injury or death for the user or the public).

Overtly sexualized content

We are mindful that not all content may be suitable for all users (particularly our teenage users) and/or may be culturally inappropriate in certain regions. To help maintain a comfortable and age-appropriate experience, content that is overtly sexually suggestive may not be eligible for recommendation. This would include content that depicts implied nudity, sexualizes body parts, or is blatantly erotic or sensual (e.g., strip teases).

Tobacco and alcohol products

TikTok is deeply committed to protecting the safety of minors on our platform. Content promoting, mentioning, or depicting alcohol products consumed by persons of legal drinking age but done so in a dangerous fashion may not be eligible for recommendation. Content depicting the use of tobacco products by adults or mentioning controlled substances is not eligible for recommendation. Please remember that content which suggests, depicts, imitates, or promotes the possession or consumption of alcoholic beverages, tobacco, or drugs by a minor is prohibited. Content that offers instruction targeting minors on how to buy, sell, or trade alcohol, tobacco, or controlled substances is prohibited per our Community Guidelines as well.

discomfort, shock or disgust to viewers may be ineligible for the FYF, including scary effects, jump scares, makeup that realistically replicates gory wounds, or depictions of bodily functions. Most violent and graphic content is not allowed on TikTok; however, in certain situations we may not remove some types of this content such as depictions of graphic deaths, accidents or fighting when real world events are being documented and it is in the public interest. Since this content isn't appropriate for all audiences, it will not be eligible for recommendation and the content will include an “opt-in” screen or warning.

Spam, inauthentic, or misleading content

We value authenticity and accuracy. We make ineligible for the FYF any content that tricks or manipulates users in order to inauthentically increase followers, likes, views, or other engagement metrics on the platform, including follow-to-follow, like-to-like, and misleading or manipulating users into clicking like or share buttons. Conspiratorial content that counters generally accepted beliefs and casts blame on a group or entity (rather than any living individual) or that includes potentially misleading and harmful content about current, unfolding events where details are still developing, are also ineligible for recommendation.

Unoriginal, low-quality, and QR code content

Original and entertaining content form the core of the TikTok community. To maintain the positive experience our users expect from the TikTok platform, unoriginal and low-quality content is ineligible for recommendation. We consider content not original if it is imported or uploaded from TikTok, other platforms, or other sources including television, movies, or webcasts, and the user has not added new, creative edits. One indicator that the content is not original is a visible watermark or superimposed logo. Low quality content includes extremely short clips, static images, and exclusively-GIF based videos. Content that includes QR codes is usually ineligible for the FYF because it can lead users to harmful websites or apps, though we make exceptions in certain circumstances where that risk is low (e.g., e-commerce).

Thank you for being a part of our vibrant global community and working with us to maintain a welcoming space for all users. If you come across content or accounts that you believe may violate our Community Guidelines, please let us know so we can review and take appropriate action.

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