[Non-EU Regions] Effect Creator Rewards 2.0 Terms

Effect Creator Rewards Terms

(If you live outside of the European Economic Area, United Kingdom, or Switzerland)

Effective date: 11 October 2023

These TikTok Effect Creator Rewards terms and conditions (these **"Terms"**) govern your (any participating individual is referred to as **"you"**, **"your"**, or **"Creator"**) participation in the Effect Creator Rewards Program (this "**Program"**) on the TikTok platform (the **"Platform"**).

This Program provides eligible effect creators (as defined below) with the opportunity to collect rewards from their creative effects.

These Effect Creator Rewards Terms incorporate and are expressly subject to the TikTok Terms of Service, Community Guidelines, Effect House Terms of Service, Effect Guidelines and all other TikTok policies and guidelines, each as may be updated from time to time (together, the **“TikTok Policies”**). In the event of any actual conflict between these Terms and the TikTok Policies, these Terms will control during the Term (as defined below), solely with respect to Creator’s participation in the Program. Upon expiration or termination of the Program or Creator’s participation in the Program, the TikTok Policies will remain in effect and continue to apply to Creator’s use of the Platform.

All capitalized terms used but not defined in these Terms have the respective meanings set forth in the TikTok Policies.

By applying for and participating in the Program, Creator agrees to these Terms as follows:

1. Eligibility

At all times during participation in this Program, only those Creators meeting all of the following requirements are eligible to participate in the Program:

a. Creator resides in a country where Effect Creator Rewards is available, and is 18

years of age or older or the age of majority in their place of residence;

b. Creator's TikTok account is active and in good standing, is in compliance with the TikTok Policies and is not a Business Account;

c. Creator is eligible to collect an Effect House gold badge prior to joining the Program;

d. Creator has at least one valid linked digital payment account that may be offered or required for use as a payment method through the Program, which is registered in Creator's own name (a "Payment Account"), is in good standing with the Payment Account provider, and Creator has completed all necessary onboarding documentation for Creator to apply to the Program (including, without limitation, any tax reporting documents required by TikTok); and

e. Creator's account is not a GPPPA account (Government, Politician, and Political Party Accounts) as reasonably determined by TikTok from time to time.

TikTok reserves the right to add or modify eligibility requirements in its sole discretion.

Employees, officers, and directors of TikTok or its parent, subsidiary, or affiliated companies are not eligible to participate in the Program.

This Program is independent from the other creator reward programs on the Platform (such as TikTok Creator Fund). If you have participated in another creator reward program, you may still be eligible to participate in this Program, subject to the requirements of these Terms and the terms of the respective program.

2. How to Apply

To apply, you must submit a complete Program application via the Platform. TikTok will evaluate Creator's application and eligibility and will notify Creator of their acceptance or rejection, which shall be determined by TikTok in its sole discretion. TikTok may reject an application if TikTok determines (in its sole discretion) that Creator does not meet the eligibility requirements of the Program or is otherwise not in compliance with the TikTok Policies. If Creator's application is rejected, Creator may re-apply, but Creator must wait 30 days after delivery of the rejection notice before re-applying.

TikTok is not responsible for any incorrect or inaccurate information supplied by any Creator. You represent and warrant that all application information you submit is truthful and accurate, and that you will maintain the accuracy of such information at all times.

3. Payment

Through joining this Program, you can collect rewards from TikTok, in addition to

rewards you may collect from time to time through other features and programs.

Subject to your compliance with the TikTok Policies at all times during the Term and confirmation by TikTok that your TikTok account is in good standing, TikTok will pay you a sum, net of any third-party transaction fees, which are calculated dynamically based on number and authenticity of video publishes of videos using the Effects you published via Effect House. Your legitimate, unique video publishes on eligible videos are determined by TikTok and exclude videos that we determine: (1) are artificially produced or obtained; (2) are your own videos; (3) last for less than 5 seconds; or (4) are otherwise obtained in violation of these Terms or the TikTok Policies, including any attempts to manipulate platform mechanisms to increase interaction metrics, as solely measured by TikTok. All statistics regarding the number of qualified video publishes are based solely on TikTok data, and subject to TikTok's sole discretion regarding eligibility of content.

You can check more details about the rewards calculation on our FAQ page.

You agree and acknowledge that you have sole responsibility and liability for any and all taxes, contributions, commissions, or other sums arising out of the payments from TikTok. You further agree and acknowledge that TikTok reserves the right and is authorized to withhold from such payments any amounts it is required to withhold and pay over to any governmental authority under applicable law, and any such withheld amounts shall be treated as paid to you by TikTok.

TikTok is authorised, if it reasonably believes it is required, to withhold from any payment any amounts (as deductions) it is required to withhold and pay over to any governmental authority under applicable law. Whether tax has been withheld will be made clear in your transaction history records. Depending on your tax status, you may be able to claim a refund for such taxes from the relevant tax authority in which you are liable to pay income tax to. However, you will need to confirm with your tax advisors and TikTok is under no obligation to support you in making this claim, including but not limited to the provision of confirmation, documents, or receipts to evidence withholding.

From time to time, and in TikTok's sole discretion, TikTok may modify the payment structure on a prospective basis and/or offer other methods of accruing payment.

You can check the total estimated rewards you have collected in this Program through Effect House website: Manage Effects >> Effect Creator Rewards >> Dashboard. The Program page will be updated dynamically.

4. Payment Terms

TikTok does not process any payments made under this Program. TikTok integrates with a third party payment service provider, PayPal, which, through Hyperwallet, is responsible for all aspects of the transaction processing on your behalf, subject to the Hyperwallet terms and the Hyperwallet Privacy Policy.

As a convenience, TikTok may provide a dashboard reflecting your estimated

rewards in U.S dollars on the Program dashboard daily. The conversion (if applicable) may be provided based on the daily exchange rate. Any rewards accumulated under the Program will be calculated in the month following the date that the rewards were earned. Following processing of fees, rewards and the applicable tax, these rewards will then become redeemable and paid on the 15th of each month if the payable amount meets the minimum payment threshold as specified on the payment page ("**Minimum Payment Threshold**") and Creator is in compliance with the Program Terms and Policies. Payments will be made on the 15th of the month. However, the time of receipt will depend on the payment service provider. If the transfer cannot be completed due to issues relating to Creator's Payment Account, TikTok will contact Creator to rectify their account information and retry the transfer. TikTok reserves the right to change the Minimum Payment Threshold. If the unpaid estimated rewards do not reach the Minimum Payment Threshold, subject to TikTok's discretion, the unpaid amount may be deemed expired.

Creator must complete all the onboarding requirements, including providing tax information, to receive the rewards. Creator is responsible for linking and maintaining an accurate, up-to-date Payment Account that complies with these Program Terms and the terms of PayPal, and TikTok will not be responsible for any delay, failure, or inability to transfer payment to Creator's Payment Account due to any reason out of TikTok's control, including Creator's failure to comply with these Program Terms or the terms of PayPal. Creator acknowledges that fees may be incurred by the transfer and agrees to bear the cost. TikTok shall not be responsible for any fees or charges relating to the use or operation of Creator's Payment Account.

You agree that if TikTok determines that Creator was not eligible to receive rewards that were already redeemed, TikTok may offset any future rewards by the amount of rewards erroneously paid. If no future payments are payable, Creator will refund to TikTok any amounts owed within thirty (30) days of receiving written notification thereof. Any adjustments or refunds are without prejudice to any other rights or remedies TikTok may have arising out of Creator's breach of these Program Terms.

5. Term

These Terms shall be continued for an undefined term, until terminated in accordance with Section 6 of these Terms.

6. Termination

TikTok may temporarily or permanently suspend or terminate your access to this Program immediately in its sole discretion: (a) if you breach these Terms or Policies, including, without limitation, for failure to meet or maintain the eligibility requirements; (b) if you become involved in any situation or occurrence that could reflect unfavorably upon you or TikTok (including the Platform, the Program, or any

employees of TikTok) at TikTok's sole discretion; and (c) without cause for any reason.

Termination will become effective upon TikTok's delivery of a termination notice through the Platform.

You may terminate your participation in the Program at any time by contacting us through the Feedback function.

Upon termination, TikTok shall have no further payment obligations hereunder, provided that if the balance owing to you at the time of termination exceeds the Minimum Payment Threshold, TikTok will pay all such undisputed amounts that accrued in compliance with these Terms within a reasonable time after termination. If TikTok terminates your access to this Program for cause or terminates your TikTok account for any reason, all unpaid amounts accrued but not transferred to your Payment Account as of the effective date of termination are forfeited, and TikTok may withhold any amounts otherwise payable to you. In such cases, you are ineligible to re-apply for participation in the Program, at TikTok's sole discretion.

You may contact TikTok regarding any dispute arising out of payment, perceived accounting or reporting errors, or termination within 30 days of such issue arising. All disputes not raised within such 30-day period shall be deemed waived by you.

7. Representations and Warranties

You represent and warrant: (a) you are over the age of 18 or age of legal majority in your place of legal residence, and otherwise have full right, power, and authority to enter into these Terms on behalf of yourself; (b) you have read, understand, and agree to follow the TikTok Policies; (c) you will make any required payments to any third parties required with respect to your Effects and no payment to any third-party shall be due by TikTok for the activities described in these Terms; (d) you shall not solicit or employ the use of any method, software, automated script, technology which attempts to artificially increase the number of unique videos that make use of your Effects or amounts payable hereunder; and (e) your participation in the Program will not violate any contract or agreement that you are a party to or otherwise bound by, or otherwise interfere with any third-party rights or obligations.

8. Confidentiality and Publicity

Subject to the terms of this section, the details of any reporting metrics that may be provided by TikTok or other non-public information contained or resulting from this Program shall be kept strictly confidential by Creator and not published or shared with any third party, except to legal or professional advisors under an obligation of confidentiality.
Creator understands that TikTok may issue an official press release relating to the Program and Creator's participation in the Program, provided any inclusion of Creator will be subject to Creator's prior written consent.

Notwithstanding the foregoing, TikTok reserves the right to publicly designate Creator as a participant in the Program, and Creator represents and warrants that Creator shall clearly and conspicuously disclose Creator's participation in the Program when making any endorsement of TikTok (including a disclosure, such as #Ad or other organic disclosure, placed in copy, in voiceover in a video, or through superimposed script on an image, as applicable and in accordance with all applicable laws and regulations and best practices, that communicates to a viewer that Creator participates in the Effect Creator Rewards Program and receives payment from TikTok), whether in User Content posted on the Platform, or in content posted in third-party media.

9. Independent Contractor

The parties acknowledge that their relationship is that of independent contractors and nothing contained in these Terms will be deemed to create or be construed as creating any partnership, joint venture, or employment relationship with TikTok or any third party. For the avoidance of doubt, you agree that you are not an employee of TikTok and are not entitled to (and also hereby waive to the maximum extent allowed by law) any benefits provided or rights guaranteed by TikTok, or by operation of law, to its respective employees, including but not limited to group insurance, liability insurance, disability insurance, vacation, leave, retirement plans, or unemployment insurance.

10. Miscellaneous

TikTok may modify any of the terms and conditions contained in these Terms, at any time and in its sole discretion. TikTok will endeavor to provide notice to you of any Program modifications; provided, however, that TikTok is not responsible for your failure to receive notice of changes, and you agree to review the TikTok Policies and any updated versions of these Terms to ensure that you are familiar with the most recent version of these Terms and the TikTok Policies. Your continued participation in the Program following the public posting of the updated Terms shall constitute your acceptance of the updated Terms. If you do not agree to any updated Terms or Policies, you may terminate your participation in the Program at any time.

The failure of TikTok to exercise any rights granted herein upon the occurrence of any of the contingencies set forth in these Terms shall not constitute a waiver of such rights. You may not assign, transfer, or delegate any rights or obligations contained in these Terms. TikTok may assign these Terms at its option without prior notice to Creator.

11. Contact Us

If you have any further questions, you can contact us through the Feedback function.