

Advertiser

Advertiser acknowledges that: (i) Agency has the authority to assume *vis a vis* TikTok the obligations or to accept TikTok's conditions set forth in this Pass-through Terms

the Campaign is targeted, including but not limited to, any law, regulation or code governing the ability to advertise certain products,

Furthermore, TikTok reserves the right to suspend and/or cancel at any time any Campaign or any Order in its sole discretion without prior notice to Agency or Advertiser.

Advertiser acknowledges that Agency has agreed with TikTok that where Agency or an Advertiser wishes to access or use, or authorise any third party to access or use, any TikTok Business Products (as defined in the TikTok Business Products (Data) Terms⁸ and which include TikTok Pixel, APIs, SDKs, scripts, cookies, and other device data collection technologies made available through the TikTok for Business Platform (which includes the TikTok Ads Platform) for the purpose of displaying and/or targeting advertising, and for matching, measurement, analytics and attribution in connection with advertising), this use will be governed by, and the parties, including Advertiser, shall comply with, the terms of the TikTok Business Products (Data) Terms, as may be modified from time to time.

Therefore, if Agency uses the TikTok Business Products, or shares or enables the collection of data via the TikTok Business Products, on behalf of an Advertiser, the Advertiser agrees to the TikTok Business Products (Data) Terms and TikTok will be entitled to enforce such agreement directly against the Advertiser. Where this is the case, all obligations, rights and liability in respect of the use, sharing and collection shall arise solely between TikTok and the relevant Advertiser according to the TikTok Business Product (Data) Terms.

If Advertiser authorises its third party mobile measurement partner(s) to send it Ad Metrics that is also TikTok European Data (as defined in the TikTok Controller to Controller Data Terms⁹), then Advertiser agrees that the TikTok Controller to Controller Data Terms, as may be modified from time to time, shall apply to such data sharing and shall be deemed to form part of this Pass Through Terms.

Except as expressly stated in these terms, if there is any conflict between the terms of the TikTok Business Products (Data) Terms or the TikTok Controller to Controller Data Terms and this Pass Through Terms, the

- i. optimising the effectiveness of the Ads on the Platforms for the Advertiser whose Campaign the Ad Metrics relate to;
- ii. analysing, and creating reports about, a specific Campaign run on the Platforms by the Advertiser whose Campaign the Ad Metrics relate to;
- iii. in the case of aggregated reports only, planning the relevant Advertiser's advertising strategy, while at all times complying with Applicable Data Protection Laws.

Advertiser will cause any third parties used on its behalf for the Campaign or in connection with an Order (including any Third Party Ad Servers), to comply with the obligations set forth in this Clause 6.

and Advertiser shall not hold TikTok out to, sponsor or endorse Hashtag Challenges and Advertiser will include appropriate disclaimer language in respect of the same in its terms and conditions (including that TikTok has no control over the Hashtag Challenge or its prizes).

- iii. If applicable, Advertiser or Agency and Media Company on Advertiser's behalf, may engage creators, either directly or indirectly to create or distribute content (" ") which may relate to Advertiser or its products or services (" "). Advertiser acknowledges and agrees that Creator remains the owner of Creator's Content, accordingly any usage of the Content by Advertiser must be negotiated separately between Advertiser (or Agency on its behalf) and Creator. With respect to any Advertiser production requirements, claims about Advertiser's products or services, calls to action, or other promotional messages (collectively, " ") that Advertiser requires Creators to include in the Content, Advertiser will remain solely liable for such Messaging. Advertiser shall ensure that such Messaging does not include any misrepresentations or deceptive advertising about its products or services.

Advertiser acknowledges that it will indemnify and hold harmless Agency, TikTok and their Affiliates, and each of their officers, directors and employees (collectively, the " "), from and against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by any of the Indemnified Parties arising out of or in connection with any claim by a third party against any of the Indemnified Parties resulting from: (a) any actual or alleged breach of Advertiser's representations, warranties, covenants or obligations set out in the Pass Through terms (including those released by Agency on Advertiser's interest); (b) any reproduction, distribution, communication to the public, making available, public performance or display or any other use of Ads, Advertising Materials and/or Landing Pages supplied (or which the TikTok is given access to) by or on behalf of Advertiser. For the avoidance of doubt, Advertiser agrees that TikTok may (if necessary) enforce this indemnity for and on behalf of any of the Indemnified Parties and may account directly to them for sums recovered on foot of this indemnity relating to their losses.

Advertiser acknowledges that Advertiser, Agency and TikTok are relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties

includes (i) all information marked as "Confidential", "Proprietary", or similar by the disclosing party (" ") when made available by or on behalf of the Discloser (before or after the date of this Agreement) to the receiving party (" ")