

CapCut Terms of Service

Terms of Service

Last updated: **2024.3.5**

General Terms – All Users

1. Your Relationship With Us

Welcome to CapCut (the "**Platform**").

These Terms of Service (these "**Terms**") as may be amended from time to time govern the relationship and serve as an agreement between you and **Bytedance Pte. Ltd.** (the "**Company**", "**we**", or "**us**") and set forth the terms and conditions by which you may access and use the Platform and our related services, applications, websites, products and/or content (collectively, the "**Services**"). Our Services are generally provided for private, non-commercial use (except for the CapCut ad maker and other commercial-use services expressly provided under these Terms). For purposes of these Terms, "**you**" and "**your**" mean you as the user of the Services.

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

You can access the Platform and obtain the Services through the software application pre-installed in hardware devices or downloaded from third-party platforms authorized by us, and/or by accessing CapCut official websites. Unofficial versions of CapCut obtained via any other platforms or websites are not authorized by us, and we are not responsible for their contents. If you suffer any losses as a result, we shall not be liable for your losses, which you alone will bear.

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

2. Accepting these Terms

By accessing or using our Services, you confirm that you can form a binding contract with Company, that you accept these Terms (including any supplemental terms appended hereto) and that you agree to comply with them. Your access to and use of our Services are also subject to our *Privacy Policy* (*When you access our Services as a resident of the United States, your access to and use of our Services are also subject to this [Privacy Policy](#). When you access our Services as a resident of all other countries your access to and use of our Services are subject to this [Privacy Policy](#)*) and *Community Guidelines* (where applicable), the terms of which can be found directly on the Platform, or where the Platform is made available for download and/or on your mobile device's applicable store, and such terms are incorporated herein by reference. You may also be subject to additional terms and policies for your access or use of certain new features of the Platform, certain Services and/or your access or use of certain content for commercial purposes (if permitted). Such additional terms and policies shall form part of these Terms.

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

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

You can accept these 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 these Terms from that point onwards.

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

3. Supplemental Terms

If you access or use the Services from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined in the relevant "*[Supplemental Terms – Jurisdiction Specific](#)*" section below. In the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction Specific that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdiction's Supplemental Terms – Jurisdiction Specific will supersede and control with respect to your use of the Services from that jurisdiction.

4. Changes to these Terms

We may amend or update these Terms from time to time, to reflect changes to applicable laws, regulations, standards, industry codes or other instruments of a similar nature, or to reflect changes, updates or new features to the Platform and/or Services. We will use commercially reasonable efforts to notify you of any material changes to these Terms by a notice provided through the Platform or by other means. You should review these Terms each time you visit the Platform to stay informed of our practices. The “Last Updated” date at the top of these Terms, which reflects the effective date of such amended Terms. Your continued access to or use of the Platform and/or Services after the date of the updated Terms constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop accessing or using the Platform and Services.

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

5. Your Account with Us

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

You acknowledge and agree that:

- (a) you are solely responsible for maintaining the security and confidentiality of your account login details;
- (b) you are solely responsible (to us and to others) for all activities on the Platform that occur under or through the use of your account. If you are accessing the Platform or using the Services on behalf of a business or entity, all such activities will be attributable to and binding on such business or entity; and
- (c) Company and its affiliates may, but shall have no obligations to, monitor activities on the Platform that occur under or through the use of your account, but shall not be responsible for any losses incurred by you as a result of or arising from any unauthorised access to your account.

We reserve the right to temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services with or without notice at any time for any or no reason including without limitation:

- if we have reasonable grounds to believe you have violated, or suspect that you have violated, these Terms, including any incorporated agreements, policies or guidelines incorporated herein by reference, or any applicable laws;
- if activities occur under your account which, in our sole discretion, would or might cause damage to us or other users, impair our ability to provide the Platform or Services, or infringe on or violate any third party rights (including intellectual property rights);

- in response to requests by law enforcement or other government agencies under valid legal process;
- due to unexpected technical or security issues or problems; or
- if your account remains inactive for a certain period of time.

If we permanently suspend or terminate your account, we will notify you in advance in order to allow you time to access and save your information and content unless we have reason to believe that continued access to your account will cause damage to us, other users or our Services, or where doing so will violate requests by law enforcement or other government agencies, applicable laws or regulations or third party rights.

Subject to any statutory rights you might have under applicable laws, if your account is temporarily or permanently suspended or terminated, access to your account, and any related information or content associated with your account may be suspended or terminated. As we do not guarantee the permanent availability of your content, you should regularly make backups of any content you value.

If you no longer want to use or access the Platform and our Services, you can choose to delete your account through the "Manage account" page on the Platform or you can request the deletion of your account by contacting us via capcut.support@bytedance.com, and we will provide you with further assistance and guide you through the process of the deletion of your account. Please be aware that once you choose to delete your account, you will not be able to reactivate your account or retrieve any of your account information or data and any of the content or information you have uploaded, created, edited, shared, received from other users or are otherwise associated with your account. Termination of your account will terminate your access or use of the Platform and the Services.

6. 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 agree to use the Services only for purposes expressly permitted under these Terms.

You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms or if your parent or legal guardian does not consent to your use of the Services, or if you are not authorized to use the Services by the business or entity that you represent;
- take or attempt to take any of the following actions: copy, decipher, modify, adapt, translate, reverse engineer, disassemble, decompile, or create any derivative works based on, the Services, including any files, tables or documentation (or any portion thereof) (except as expressly permitted under these Terms) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;

- modify or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notices or marks displayed on or through the Services;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof or use the Services or any derivative works thereof in a manner which is not authorised by us;
- market, rent or lease the Services for a fee or charge or for free, or use the Services to advertise or perform any commercial solicitation;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or circumvent or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services into any other program or product, or incorporate any content of the Services into any other program or product except as expressly permitted under these Terms;
- impersonate any person or entity or otherwise misrepresent your affiliation;
- use automated scripts or other technologies to collect information from or otherwise interact with the Services;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way computer codes (including malware or software), files or content that contain viruses, Trojans, worms, spyware, adware, key loggers, logic bombs or any other material that is malicious, technologically harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data ("**Harmful Code**");
- use the Services in a manner that violates or infringes on any third party's rights of publicity, privacy, copyright, trademark, or other intellectual property rights or other rights;
- use the Services to troll, bully, harass, intimidate, cause distress to, threaten, hurt, embarrass, upset, defame, provoke or antagonise any other person;
- use the Services to communicate or make available any material or content which (i) is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory; (ii) would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm; (iii) 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; (iv) contains a threat of any kind, including threats of physical violence; or (v) is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality; or

- engage in any other conduct which restricts or inhibits any person from using or enjoying the Services, or which, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content which is objectionable, in violation of these Terms or our [Community Policy](#), or is otherwise harmful to the Services or our users. If you violate these Terms or applicable laws, we may suspend or terminate your access to the Services at any time with or without notice. You acknowledge that your violation of these Terms or applicable laws may result in civil, criminal or other liabilities. We reserve the right to report your violation(s) to law enforcement authorities and take other remedies available to us.

7. Service Plans, Renewal, Cancellation and Refund

Service Plans

Some of the Services are provided to you free-of-charge ("**Free Services**") while other Services require payment before you can use them, including but not limited to CapCut Pro and related Services ("**Premium Services**" or, collectively with Free Services, "**Service Plans**"). Whether you use Free Services or purchase or subscribe to Premium Services, you must always use those Service Plans in accordance with these Terms and applicable laws, as well as all additional rules, guidelines, and requirements applicable to such Service Plans.

For more details of the Premium Services which we will provide you with, please refer to the detailed service descriptions on the purchase page of the relevant Premium Services on the Platform. Unless it is otherwise mandated by applicable laws of your jurisdiction, we reserve the right to change our Service Plans including, by adjusting the features or services available or by adjusting pricing for the Premium Services in any manner and at any time as we may determine in our sole and absolute discretion, which will not, without cause, affect the Services and rights you have purchased and acquired under these Terms before such changes take effect. We may develop different versions of this Platform with different Services for different terminal devices in different regions, and you should obtain, download and install the appropriate version for your device and jurisdiction.

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

You may purchase or subscribe to any of our Premium Services by paying via your Apple ID, Google account and/or CapCut account (as applicable), by paying the applicable purchase or subscription fees and taxes in the applicable currency of your jurisdiction. Unless you are a resident within the UK, EU or EEA or it is otherwise mandated by applicable laws of your

jurisdiction, all Premium Services fees displayed to you are exclusive of taxes, and you agree that you may be charged with any applicable taxes in addition to the Premium Services fees. Failure to pay these fees and taxes will result in the failure, suspension or termination of your access to the Premium Services.

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

If you purchase the Premium Services under an automatic renewal arrangement, you agree that (a) Apple, Google and/or CapCut (as applicable) may store and continue billing your payment method (e.g. credit card) to avoid interruption of the Premium Services, and (b) Apple, Google and/or CapCut (as applicable) may calculate taxes payable by you based on the billing information that you provide at the time of purchase. Unless it is otherwise mandated by applicable laws of your jurisdiction, we reserve the right to change our Services Plans or adjust pricing for the Premium Services in any manner and at any time as we may determine in our sole and absolute discretion and will communicate any such changes to you in advance. Such changes will not, without cause, affect the Services and rights you have already purchased and acquired under these Terms prior to such changes taking effect. Such changes will not take effect immediately at the time of renewal of your subscription, unless you explicitly agree otherwise. In particular, price changes will not take effect immediately at the start of the subsequent subscription period following the date of the price change. You always have the right to terminate your subscription to the Premium Services at any time and voluntarily choose a different Service Plan. As such, please make sure you read any notification of Service Plan changes carefully.

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

Renewal and Cancellation

If you subscribe to the Premium Services under an automatic renewable arrangement, your subscription fee will automatically renew for an additional period equal in duration to your preceding subscription term, unless indicated otherwise on the Platform, and your payment will automatically be charged at the start of each new subscription period for the fees applicable to

that period, unless you cancel or change your subscription of the Premium Services before the end of the then-current subscription period applicable to you.

If you do not want to continue to be charged on a recurring basis, you must cancel your subscription to the Premium Services through your Apple ID, Google account and/or CapCut account (as applicable) before the end of the then-current subscription period. You can learn more about how to cancel your subscription of our Services in the *FAQ*. If so cancelled, you will still have access to the Premium Services until the end of the then-current subscription period and be charged the full subscription fee for such subscription period unless otherwise set forth in the "*Supplemental Terms – Jurisdiction-Specific*" section below or required by applicable law, e.g. if you cancel the subscription for cause. After the cancellation takes effect on the last day of the then-current subscription period, you will be downgraded to the Free Services.

You may choose the Premium Services you would like to purchase or subscribe to (including without limitation the term and the price of the applicable Premium Service you prefer). After the expiration of the term, the corresponding Premium Services will no longer be provided to you.

Refund policy

Unless otherwise set forth in the "*Supplemental Terms – Jurisdiction-Specific*" section below, if you subscribe the Premium Services (with or without automatic renewal agreement), you may, with or without reason, cancel your subscription of the Premium Services with a full refund within 14 calendar days following the start of your subscription to the Premium Services, provided that you do not have any usage of the Premium Services in any form whatsoever since you subscribe to the Premium Services. If you believe you are entitled to receive a refund, please contact us. You may find more information about how to contact us in the *FAQ*. Any refund of subscription fees will be made with the same payment method you used for payment of the subscription fees. You agree to comply with this refund policy, our procedure in the *FAQ*, and any of our further communication with you, if any.

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

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

8. Cloud Space Services

You may access limited cloud storage space provided by us on a free-of-charge basis; and you may also access more cloud storage space by subscribing to the relevant Premium Services, if such Premium Services are made available to you. Depending on the relevant Service Plan applicable to you (including without limitation the Premium Services to which you subscribe),

the storage capacity of the cloud space allocated to you may differ. The allocated storage capacity applicable to the Premium Services you purchase will be displayed to you on the relevant Premium Services description page or when you make the purchase. You shall not use storage capacity exceeding the allocated storage capacity.

Following the termination or expiration of your then current subscription term, if you choose not to renew your subscription, you will no longer have cloud space storage capacity, or, if we provide users with certain cloud space storage capacity for free, you will be downgraded to such free storage capacity. If you choose to downgrade your Premium Services, you will be downgraded to the storage capacity applicable to the Premium Service you select. For the avoidance of doubt, you acknowledge and agree that we have no obligation to provide or continue to provide any user with a cloud space storage capacity plan for free.

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

In addition to these Terms, you shall comply with the applicable requirements and restrictions applicable to the cloud space storage services (e.g., file type restriction, format restriction, document size limit). If your use violates these Terms, applicable laws or any applicable rule, we have the right to take corresponding measures, such as suspending or terminating your access to the corresponding Services, deleting your content which exceeds your entitled storage capacity or that fails to comply with these Terms, applicable laws, or rules applicable to such cloud space storage feature.

You shall always back up your content. We are not liable for any loss of your content or data stored by using the cloud space storage feature to the extent permitted by applicable laws.

9. Unlockable Templates

Certain templates may be made available to help users to create videos more easily. Users can create a video by replacing certain images, photos or videos of such templates. But the elements of the templates that can be modified are limited if users use Free Services.

We now make available a Premium Service where Users will be able to edit more elements of the templates ("**Unlockable Templates**") through the premium editing function on the Platform of which the intellectual property right is owned by us. As mentioned above, our Services may not be available in all jurisdiction for all devices in all languages. Thus the Premium Service for the Unlockable Template may not be made available to you.

If you subscribe to such Premium Service for our right-owned premium editing function to unlock templates, you have a limited right to use such premium editing function and edit the Unlockable Template during the applicable subscription term, provided that (a) the specific premium editing function and the specific Unlockable Template available to you may differ depending on your jurisdiction, device, language setting, etc. and (b) the specific elements of each Unlockable Template that can be edited may differ on a case-by-case basis, subject to the actual elements of such Unlockable Template made available for editing in practice on the Services, which may vary and be updated from time to time. Unlockable Templates edited by you will not be allowed to be posted as new templates on the Platform. Neither can you share or distribute Unlockable Templates you edited with other users nor otherwise permit others to use such Unlockable Templates you edited.

Such Unlockable Templates are provided by third-party creators (“**Creators**”) rather than us. That is, such Unlockable Templates are not Company’ s Content. We make no conditions, endorsement, representations or warranties with respect to any and all Unlockable Templates and elements and content therein.

No additional right or license of Company’ s Content is granted, licensed or otherwise transferred to you arising from or in connection with your subscription to the Premium Service for our right-owned premium editing function to unlock templates or use of the Unlockable Templates. All rights to the Company’ s Content granted to you are those expressly set forth in Section 12 below.

10. CapCut for Business

We now make available certain commercial use services, including various materials labeled for commercial use, under CapCut for Business for users to create commercial-use videos. Our Services may not be available in all jurisdictions for all devices in all languages; thus CapCut for Business and related features may not be made available to you.

CapCut for Business and its related features are only for users over the age of 18 and is not directed at persons under the age of 18. Persons under the age of 18 may not use the function of syncing videos from CapCut to TikTok Ads Manager.

We do not provide any advertisements or advertising services for you. Rather, the CapCut for Business features and materials labeled for commercial use merely allow you to create your own advertising videos. The business templates provided under the CapCut ad maker are only examples and are not advertisements themselves. The artificial intelligence features provided under the CapCut ad maker are technically neutral, through which the content you acquire is automatically suggested based the information you provide. The Company does not make any promises or warranties regarding the legality or appropriateness of any content. You are solely responsible for any generated content which is used as an advertisement, including full compliance with any and all applicable laws and regulations in your jurisdiction. Further, you acknowledge that your own generated advertising content, including both organic brand

content and paid advertisements, has not been endorsed, sponsored or approved by the Company.

Your use of the various materials provided under the CapCut ad maker is simultaneously subject to the [CapCut Materials License Agreement](#).

11. Intellectual Property Rights

The Services are protected under the laws of copyright, patent, trademarks and other applicable intellectual property rights. All intellectual property rights in and to the Services are owned by us or our third-party licensors to the full extent permitted under all applicable laws. Unless expressly permitted in these Terms, you may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Services without our written consent.

We respect intellectual property rights and require you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights, or access or use the Services or any content therein for any commercial or unauthorized purposes. We reserve the right, with or without notice, at any time and in our sole discretion to block access to the Services or suspend or terminate the account of any user who infringes or is alleged to infringe any intellectual property rights or proprietary rights.

12. Content

Company's Content

- As between you and Company, all content, software, images, text, graphics, illustrations, logos, stickers, filters, animations, effects, templates, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on, and "look and feel" of, the Services, and all intellectual property rights related thereto ("**Company's Content**"), are either owned or licensed by Company. Use of the Company's Content or materials on the Services for any purpose not expressly permitted by these Terms and [the CapCut Materials License Agreement](#) is strictly prohibited. Unless expressed provided under the CapCut Materials License Agreement. The Company's 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.
- Any CapCut for Business content labeled "Commercial use" may be used for commercial or non-commercial purposes without any additional license fees in accordance with Section 1 of the [CapCut Materials License Agreement](#).

- Only subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Services, including to download the Platform on a permitted device, and to access the Company's Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. The Company reserves all rights not expressly granted herein in the Services and the Company's Content. You acknowledge and agree that Company may terminate this license at any time for any reason or no reason.
- SAVE AS EXPRESSLY PROVIDED UNDER THESE TERMS AND THE CAPCUT MATERIALS LICENSE AGREEMENT, NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICES.
- You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is 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 the Services.
- We make no representations, warranties or guarantees, or conditions, whether express or implied, that any of the Company's Content is accurate, complete or up to date.

Third Party Content/Services

- Certain content available on the Platform are provided by certain users and/or third parties rather than us (e.g., certain video templates provided by certain users and/or third parties). Certain identifiers (e.g., the uploader of such third party content) may be displayed on the Platform to distinguish such third party content from the Company's Content. You have a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use such third party content in the manner solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms and in the manner permitted on the Platform. Such third party content is not provided by us or endorsed by us. You acknowledge and agree that we are not liable for any such third party content and your access or use of such third party content.

- Where our Services contain links to other sites and resources provided by third parties, such as in the form of advertisements, these links are provided for your information only. We have no control over the content of those sites or resources. The presence of such links on our Platform, or presentation of such links to you as targeted advertisements during your use of the Service, should not be interpreted as any endorsement or approval by us of those linked websites, operators of those websites, or information you may obtain from them, or any representation that we have reviewed the content of such websites. Your use of such third-party sites or resources may be subject to terms and conditions (including privacy policies) between the providers of such sites or resources and you. We have no control over such terms and conditions and shall under no circumstances be a party to any arrangement (including agreement) or understanding between you and such providers.
- Some features on CapCut are deployed based on a machine learning model that derives from the Stable Diffusion, which is subject to the CreativeML OpenRAIL-M license. Use of these features is subject to the Use Restrictions in Supplemental Terms-Use Restrictions. Your use shall comply with [CreativeML OpenRAIL License](#), including the Use Restrictions.
- Some features on CapCut are developed based on the integration with APIs provided by Google, by using these APIs, users agree to be bound by the [YouTube Terms of Service](#).
- Our services include software that's offered under open source license terms or other license terms which are available to you in Open Source or Third Party Software Notice. There may be some provisions in those licenses that explicitly override parts of these terms, so please be sure to read those licenses.

User-Generated Content

- Users of the Services may be permitted to upload, post, publish, transmit, or otherwise make available content through the Services, including without limitation music (including both sound recordings and musical works embodied in it uploaded via the TikTok original sounds upload feature of the Platform, uploaded from the local library of recordings on your device, or extracted from videos on your device), video templates and any text, photographs, videos, sound recordings and the musical works embodied therein (including videos that incorporate locally stored sound recordings from your personal music library and ambient noise) uploaded to, or otherwise made available through, the Services (**"User Content"**).
- Users of the Services may also overlay music, effects, stickers, filters, animations, and other elements provided by the Company in relation to the Platform onto User Content ("**Platform Elements**"). The information and materials in the User Content, including User Content that includes Platform Elements, are not reviewed, verified, endorsed or approved by us. The views expressed by any user or in or through User Content do not represent our views or values. 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 may be able to access or use a feature of the Services that allows you to upload or transmit User Content to a third party platform or share User Content with other users. If you use such feature, you must comply with the content guideline of such third party platform as well the requirements set out in Section 6 (*Your Access to and Use of Our Services*) above. As noted above, such features may not be available to all users of the Services, and we have no liability to you for limiting your access to certain features of the Services. You warrant that you comply with those requirements, and you will be liable to us and indemnify us for any breach. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- All User Content will be considered non-confidential. You must not upload or make available any User Content on or through the Services or make available to us any User Content that you consider to be confidential or proprietary to any other person. When you upload or make available User Content through the Services, you agree, represent and warrant that you own such User Content, or you have received all necessary permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the content to submit such User Content to the Services, and/or to otherwise make any use of such User Content on or through the Services.
- You must own your User Content or have obtained all necessary rights, licenses, and clearances of any and all elements of your User Content. For example, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not upload or otherwise make available such sound recordings on or through the Services unless you have all permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the musical work to upload or otherwise make available it on or through the Services.
- Except as expressly provided otherwise in these Terms, you or the owner of your User Content still own the copyright and any other intellectual property rights in User Content submitted to us, but by submitting User Content via the Services, you hereby grant us and our affiliates, agents, services providers, partners and other connected third parties an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable (including sub-licensable), perpetual, worldwide license to use, modify, adapt, reproduce, make derivative works of, display, publish, transmit, distribute and/or store your User Content for providing the Services for you.
- You further grant us and our affiliates, agents, services providers, partners and other connected third parties a royalty-free fully transferable (including sub-licensable), worldwide license to use your username, image and likeness to identify you as the source of any of your User Content, including for use in sponsored content.

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

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

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 arising out of or in connection with such availability of your User Content through such third party services.

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

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to upload your content in our or their sole discretion. In addition, we have the right – but not the obligation – in

our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms (including without limitation the content standards set out at Section 6 above), or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, you shall save copies of any User Content that you upload or make available to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content.

We accept no liability in respect of any content or information submitted or made available by users of the Services and made available on the Services or published elsewhere by users and/or third parties. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content made available by you and other users on the Services (including User Content).

Complaints.

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

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

If you believe that any content uploaded or made available through our Services infringes your copyright, you may file a "Copyright Infringement Report" via tapping on the button "... - "Report" on the page of every specific content posted on the Platform to request the removal of the alleged infringing content from the Platform. You may also submit a copyright infringement notification to us at capcut_ip_reports@bytedance.com. The notification must include the following:

- An email address, physical address and a phone number so that we and the uploader whose content is alleged to infringe your work can contact you.
- The URL or other identifying location of the allegedly infringing work.
- Type of content you are reporting. It may be video, font, image, etc.
- The reason why you report this content and your request.
- Supporting document(s) or URL(s) to show the details of the right. If you don't have the material to show the right owner, please clearly and completely describe your work that you believe has been infringed.

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner; and agree that all information submitted in your IP infringement notification may be forwarded to the uploader of the content, or otherwise made public in any way by us or a third party.
- The physical or electronic signature of the copyright owner or an authorized representative of the copyright owner. To satisfy this requirement, , you may type your full legal name (not that of a company) at the bottom of your notification.

Please consider whether fair use or a similar exception to copyright applies before you submit a notification, and please also be aware that intentionally submitting a misleading or fraudulent report may lead to liability for damages under applicable laws.

We will take commercially reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is our policy, under appropriate circumstances and in our discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

Feedback.

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees or personnel any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that the status of such Feedback is clearly understood by you and us. Accordingly, by sending Feedback to us, you agree that:

- we have no obligation to review, consider, comment on, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- Feedback is provided on a non-confidential basis, and 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 to us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable (including sub-licensable), perpetual, worldwide and unlimited license to adapt, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

13. INDEMNITY

YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBLICENSEES, AGENTS AND ADVISORS AND CREATORS AND THEIR ASSIGNS AND SUCCESSORS (EACH AN “**INDEMNIFIED PARTY**”) FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT LOSSES, CLAIMS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND EXPENSES, WHICH MAY BE SUFFERED OR INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED AGAINST AN INDEMNIFIED PARTY ARISING OUT OF A BREACH BY YOU OR ANY USER OF YOUR ACCOUNT OF THESE TERMS OR APPLICABLE LAWS OR ARISING OUT OF A BREACH OF YOUR OBLIGATIONS, REPRESENTATION OR WARRANTIES UNDER THESE TERMS.

14. EXCLUSION OF WARRANTIES

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

THE SERVICES (INCLUDING COMPANY’ S CONTENT) ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WE MAKE NO CONDITION, WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, TO YOU WITH RESPECT TO THEM. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS **OR ACHIEVE ANY INTENDED RESULTS;**
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR **OR WILL NOT CONTAIN HARMFUL CODE;**
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE **COMPLETE, ACCURATE, UP TO DATE, OR RELIABLE;** OR
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED CONDITIONS, REPRESENTATIONS, TERMS OR WARRANTIES AND TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMANCE WITH DESCRIPTION, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS) APPLY TO THE SERVICES (INCLUDING COMPANY' S CONTENT) EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THESE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF THE PLATFORM AND/OR SERVICES FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE.

WE ARE NOT OBLIGATED TO PROVIDE ANY TRANSITION SERVICES OR TECHNICAL OR OTHER SUPPORT TO YOU AFTER SUSPENSION OR TERMINATION OF ANY SERVICES, NOR ARE WE SUBJECT TO ANY DISASTER RECOVERY OBLIGATION OR COMMITMENT.

15. 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 DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES OR AGENTS 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, **CORRUPTION, DISCLOSURE, ACCESS, ALTERATION**, MISUSE, MANIPULATION OR OTHER UTILIZATION OF DATA SUFFERED BY YOU; OR (V) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER WHICH MAY BE INCURRED BY YOU; AND/OR
- (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:
 - 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.

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 ARE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT MADE AVAILABLE ON OR THROUGH THE PLATFORM OR SERVICES BY ANY USERS OR THIRD PARTIES.

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY' S MAXIMUM AGGREGATE LIABILITY TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE PLATFORM OR SERVICES SHALL BE LIMITED TO THE HIGHER OF (A) THE AMOUNT YOU HAVE PAID TO US WITHIN TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR (B) FIFTY US DOLLARS (USD \$50) OR THE EQUIVALENT AMOUNT IN YOUR LOCAL CURRENCY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSION OF WARRANTIES IN SECTION 14 AND LIMITATION OF LIABILITY IN THIS SECTION 15 AND IN THE OTHER PROVISIONS OF THESE TERMS AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH THE COMPANY WOULD NOT HAVE PROVIDED ACCESS TO THE PLATFORM AND/OR THE SERVICES TO THE USER.

16. Interruption and Termination of Services

We will use commercially reasonable efforts to keep the Services operational. However, we do not guarantee the availability of any Services, unless otherwise mandated under applicable laws. You acknowledge that the Services may be interrupted from time to time for various reasons (e.g., scheduled or emergency downtime or failure of network or telecommunication service providers).

We may also end the Services and your access or use of the Services permanently.

You agree that we will not assume any obligations or liabilities to you with respect to the Services for withdrawal of the Service Plans, or interruption, modification or termination of the Services or any part hereof, to the maximum extent permitted by applicable law.

17. Other Terms

a. Applicable Law and Jurisdiction. Except as may be set forth in any Supplemental Terms - Jurisdiction Specific section below, these Terms, their subject matter and their formation, are governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be

referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

b. Survival. This Section 17.b, the rights granted to us in Section 12, and Sections 11, 13, 14, 15 and remaining terms of Section 17 shall survive the termination of these Terms.

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

d. Entire Agreement. These Terms constitute the whole legal agreement between you and the Company and govern your use of the Services, superseding any prior communications and proposals (whether oral, written or electronic) between you and us.

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

f. Security. We do not guarantee that our Services will be secure or free from bugs or viruses or Harmful Code. You are responsible for configuring your information technology, computer programs and platform to access our Services. You should use your own virus protection software.

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

h. Linked Third-party Content. The Services may contain links to third-party content. We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

i. Rights of third parties. Unless specifically provided for under any Supplemental Terms - Jurisdiction Specific, any person who is not a party to these Terms shall have no right whatsoever under the Contracts (Rights of Third Parties) Act 2001 to enforce these Terms or any of its terms.

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

k. Any Questions? Get in touch at capcut.support@bytedance.com.

Supplemental Terms – App Stores

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

Apple App Store. By accessing the Platform and the Services through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

- These Terms are between the Company and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform and the Services on the Apple device(s) authorized by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms and Conditions.
- Apple is not responsible for the Platform and the Services or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform and the Services.
- In the event of any failure of the Platform and the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform and the Services, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform and the Services.
- Apple is not responsible for addressing any claims by you or a third party relating to the Platform and the Services or your possession or use of the Platform and the Services, including without limitation (a) product liability claims; (b) any claim that the Platform and the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Platform and the Services or your possession and use of the Platform and the Services infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claim.
- You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

- The Company expressly authorizes use of the Platform and the Services by multiple users through the Family Sharing or any similar functionality provided by Apple.

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

- To the extent of any conflict between (a) the Google Play Terms of Service 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 and the Services 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 the Company or you (or any other user) under these Terms or the Google Play Terms.

Supplemental Terms – Jurisdiction Specific

The United States

If you are using the Platform in the United States, the following additional terms apply:

- **Dispute Resolution.**
 - **Informal Process First.** If we have a dispute with you relating to or arising out of these Terms, we will first try and resolve it with you amicably prior to filing any legal action. You agree to do the same for us. To be clear, when we use the terms "the Company," "we," or "us" in this section, we mean Bytedance Pte. Ltd. and all of its affiliated companies and individuals.
 - The party raising a dispute will initiate this process by notifying the other. Whichever party receives the notice will have 60 days to respond. No dispute may be filed as a lawsuit unless that party fails to provide a timely response to the notice or the dispute has not been resolved within 30 days after a response has been issued, whichever is earlier. Engaging in this informal dispute resolution process is a requirement that must be completed before filing any legal action. You and Company agree that you both will make a good faith effort to resolve the dispute amicably before either you or Company files any legal action against the other, and that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process.

- **Exclusive venue.** These Terms and Supplemental Terms, and any claims, causes of action, of any kind or character, or demand arising out of or relating to them will be governed by the laws of the State of California. Any claim, cause of action or dispute, arising out of or relating to these Terms shall also be resolved exclusively in the U.S. District Court for the Northern District of California or the Superior Court of the State of California, County of Santa Clara. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- **One year limitation period.** YOU AND COMPANY AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THESE TERMS. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.
- **California Resident.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- **Exports.** You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by the Company 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.
- **DMCA Copyright Policy**

- We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. The address of the Designated Agent to Receive Notification of Claimed Infringement ("**Designated Agent**") is listed at the end of this policy.
- Procedure for Reporting Copyright Infringement: If you believe that material or content residing on or accessible through the Platform or the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:
 - 1. An email address, physical address and a phone number so that we and the uploader whose content is alleged to infringe your work can contact you.
 - 2. The URL or other identifying location of the allegedly infringing work.
 - 3. Type of content you are reporting. It may be video, font, image, etc.
 - 4. The reason why you report this content and your request.
 - 5. Supporting document(s) or URL(s) to show the details of the right. If you don't have the material to show the right owner, please clearly and completely describe your work that you believe has been infringed.
 - 6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner; and agree that all information submitted in your IP infringement notification may be forwarded to the uploader of the content, or otherwise made public in any way by us or a third party.
 - 7. The physical or electronic signature of the copyright owner or an authorized representative of the copyright owner. To satisfy this requirement, you may type your full legal name (not that of a company) at the bottom of your notification.
- If we receive a takedown notice in accordance with the foregoing, we will remove the material cited in the notice and attempt to notify any user who uploaded the allegedly infringing material if we have their contact information. Any such user will have the opportunity to submit a "counter-notice" as set forth below. If we determine that any user has repeatedly infringed upon the intellectual property rights of others, we will disable any accounts that user has with us when appropriate.
- Procedure to Deliver Counter-Notice: If any user believes any material removed is either not infringing or that such user has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the user must send a counter-notice containing the following information to the Designated Agent listed below:
 - 1. A physical or electronic signature of the user;

- 2. Identification of the material that has been removed and the location at which the material appeared before it was removed;
 - 3. A statement that the user has a good faith belief that the material was removed as a result of mistake or a misidentification of the material; and
 - 4. The user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the user's address is located, or if the user's address is located outside the United States, for any judicial district in which we are located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.
- If a counter-notice is received by the Designated Agent, we will forward a copy of the counter-notice to the original complaining party informing that person that we may restore the removed material following 10 days. The original complaining party will then have 10 days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within 10 days, we may restore the material, at our discretion.
 - Please contact the Designated Agent to Receive Notification of Claimed Infringement for Company at capcut_ip_reports@bytedance.com, or at:
 - CapCut Intellectual Property Department
 - Bytedance Pte. Ltd.
 - Physical Address: 1 Raffles Quay, #26-10, South Tower, Singapore 048583
 - Phone Number: +65 6950 4420

- **Your Content.** In connection with your use of the Services, you may be able to upload or submit content to be made available through the Services ("**Your Content**"). As a condition of your use of the Services, you grant us a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable license to access, use, host, cache, reproduce, transmit, and display Your Content in connection with your use of the Services. By submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to upload the material and to grant us the license described above. Notwithstanding anything to the contrary, we do not, nor have any obligation to, maintain Your Content. Your Content will not be available once you delete the Platform.
- **Use of the Platform.** You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the Platform. We do not guarantee that the Platform can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the Platform or will be available in any particular geographic location. As part of the Services, you may receive push notifications or other types of messages directly sent to you in connection with the Platform ("**Push Messages**"). You acknowledge that, when you use the Platform, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the Platform, including your receipt of Push Messages. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the Platform on your mobile device, including for your receipt of Push Messages.
- **Section 7 of these Terms is amended as follows:** The Premium Services on CapCut Web in the United States will be provided by **Bytedance Inc.** When you purchase Premium Services through CapCut Web in the United States, **Bytedance Inc.** will be the beneficiary.

European Union and United Kingdom

The following terms apply if you reside in the European Union or the United Kingdom:

- Nothing in these Terms affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision that cannot be varied by contract. The European Commission provides for an online dispute resolution platform, which you can access at <https://ec.europa.eu/consumers/odr/>.

- Without prejudice to your statutory rights, we may, without notice, temporarily or permanently suspend or cancel your account or impose limits on or restrict your access to parts or all of your account or the Services:
- if you violate, or we believe you are about to violate, the Terms, including any incorporated agreements, policies or guidelines;
- in response to requests by law enforcement or other government agencies under valid legal process;
- due to unexpected technical or security issues or problems; or
- if your account shows extended periods of inactivity in accordance with our account deletion policy.

If we permanently suspend or terminate your account, we will notify you in advance and allow you reasonable time to access and save information, files, and content associated with your account unless we have reason to believe that continued access to your account will violate applicable legal provisions, requests by law enforcement or other government agencies, or cause damage to us or to third parties.

- Nothing in these Terms affects any legal rights that you are entitled to as a consumer under European Union member state laws which cannot be contractually altered or waived. Accordingly, some of the exclusions and limitations in Sections 14 and 15 of the Terms will not apply to you if you are a consumer living in a European Union country.

Section 7 and Section 8 of these Terms are replaced with the following language:

Service Plans

Some of the Services are provided to you free-of-charge ("**Free Services**"); while other Services require payment before you can use them including but not limited to the CapCut Cloud Space Subscription Service, CapCut VIP Subscription Service etc. ("**Premium Services**").

For more details of the Premium Services which we will provide you with, please refer to the detailed service descriptions on the purchase page on the Platform. We may develop different versions of this Platform with different Services for different terminal devices in different regions. You should obtain, download, and install the appropriate version for your device and jurisdiction.

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

You may purchase or subscribe to any of our Premium Services by paying via your Apple ID, Google account and/or CapCut account (as applicable) .

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

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

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

Renewal and Cancellation

If you subscribe to the Premium Services under an automatically renewable agreement, your subscription fee will automatically renew for an additional period equal in duration as your preceding subscription term unless indicated otherwise on the Platform, and your payment will automatically be charged at the start of each new subscription period for the fees applicable to that period, unless you cancel or change your subscription of the Premium Services before the end of the applicable subscription period.

If you do not want to continue to be charged on a recurring basis, you must cancel your subscription of the Premium Services through your Apple ID/Google account before the end of the then-current subscription period. You can learn more about how to cancel your subscription of our Services in the FAQ. If you cancel, you will still have access to the Premium Services until the end of the then-current subscription period and be charged the full subscription fee for such subscription period unless otherwise set forth in the "Supplemental Terms – Jurisdiction-Specific" section below or required by applicable law, e.g. if you cancelled the subscription for cause. After the cancellation takes effect on the last day of the then-current subscription period, you will be downgraded to the Free Services.

If your Premium Services term expires and you do not renew or you downgrade to other Services, we have the right to cancel your corresponding Premium Services or downgrade those to the Services consistent with your actual payment, i.e. downgrade your cloud space storage capacity to the free storage capacity provided by the Platform or downgrade it to the corresponding capacity consistent with the amount you actually pay for. Within the time limit that we have notified you in advance, you should transfer and back up your content (including

but not limited to your video drafts, photos, stickers and other materials) stored in the cloud space provided by the Platform under your Premium Services before the expiration of such Services, and ensure that the content you store does not exceed the storage capacity that you are entitled to use, so as to avoid the loss of your content and data due to the absence of sufficient cloud space storage capacity. We shall not be liable for any loss of content or data resulting from your failure to procure and pay for sufficient cloud space storage capacity.

Whether it is Free Services or Premium Services provided by the Platform, you will always use those services in accordance with all the relevant rules of the Platform, file type restriction, format restriction, size limit, etc. If your use violates any rule, we have the right to stop the corresponding Services, and delete content that exceeds your entitled storage capacity or that does not comply with the relevant rules. If you do not complete the backup or transfer of any relevant content within the time limit after being prompted by us, we shall not be liable for any resultant loss of content or data.

Cloud Space Services

You may access limited cloud storage space provided by us on a free-of-charge basis; and you may also access more cloud storage space by subscribing to the relevant Premium Services, if such Premium Services are made available to you. Depending on the relevant Service Plan applicable to you, the storage capacity of the cloud space allocated to you may differ. The allocated storage capacity applicable to the Premium Services you purchase will be displayed to you on the relevant Premium Services description page or when you make the purchase. You shall not use storage capacity exceeding the allocated storage capacity.

In addition to these Terms, you shall comply with the applicable requirements and restrictions applicable to the cloud space storage services (e.g., file type restriction, format restriction, document size limit). If your use violates these Terms, applicable laws or any applicable rule, we have the right to take corresponding measures, such as suspending or terminating your access to the corresponding Services, deleting your content which exceeds your entitled storage capacity or that fails to comply with the these Terms, applicable laws, or rules applicable to such cloud space storage feature.

Withdrawal information and Refunds

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Bytedance Pte. Ltd., [1 Raffles Quay, #26-10, South Tower, Singapore 048583, capcut.support@bytedance.com]) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you request to begin the performance of services during the withdrawal period, you shall pay us an amount which is proportional to what has been provided until you communicate to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To: Bytedance Pte. Ltd., 1 Raffles Quay, #26-10, South Tower, Singapore 048583, capcut.support@bytedance.com
- I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract of sale of the following goods (*) /for the provision of the following service(*),
- Ordered on(*) /received on(*) ,
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

***Delete as appropriate.**

Notwithstanding the foregoing, any cancellation and refund via the Apple App Store or Google Play is subject to the terms and conditions of Apple's App Store Terms of Service and Google Play Terms of Service respectively. You will continue to have access to the Premium Services until your subscription payment is refunded by Apple or Google.

The paragraphs under "User-Generated Content" of Section 12 shall not apply

Section 16 of these Terms is replaced with the following language:

Modification, Interruption and Termination of Services

We reserve the right to change our service plans, including adjusting features/services available if there is a valid reason for the change. A valid reason may be in particular (i) to implement changed legal requirements or case law, (ii) to implement changed technical requirements such as a new technical environment or other operational reasons, (iii) to maintain operations, (iv) to adapt to changed market conditions such as increased user numbers, and (v) for your benefit. You will not incur any additional costs for changes to the Service Plans and their functionality. We will inform you about the change in a clear and comprehensible manner.

If a change to our service plans affects your ability to access or use the service plans more than insignificantly ("Significant Change"), we will inform you of this at least six weeks in advance by e-mail ("Change Notice"). The Change Notice will include the characteristics and timing for the Significant Change and describe your rights, which are as follows:

In the event of Significant Changes, you have the right to terminate the contract free of charge with 30 days' notice. The period begins once you receive the Change Notice. If the change is made after you have received the Change Notice, the period shall only start once we implement the change.

We will use commercially reasonable efforts to keep the Services operational. However, we reserve the right to interrupt or modify the availability of the Services or any part thereof (including modifying or withdrawing any Services) from time to time such as for scheduled or emergency downtime, unless prohibited by applicable law. We will take your legitimate interests into account and will inform you of any restrictions in good time.

If you have subscribed to the Services, we will refund any subscription fees paid but not used on a pro rata basis to you if required by applicable law.

Sections 14 and 15 of the terms are replaced by the following:

- For damages with respect to injury to health, body or life caused by us, our representatives or our agents in the performance of the contractual obligations, we are fully liable. We are fully liable for damages caused willfully or by gross negligence by us, our representatives or our agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by us or to damages which result from malicious action. If damages with respect to a breach of a contractual core duty are caused by slight negligence, we are liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper performance of an agreement in the first place and whose performance a contractual party regularly may rely on. Our liability based on the German Product Liability Act remains unaffected. Any further liability is excluded. The limitation period for claims for damages against us expires after one (1) year.

- These Terms, their subject matter and their formation, are governed by the laws of Singapore subject only to any mandatory provisions of consumer law in the European Union country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and CapCut irrevocably agree that the courts of the country in which you reside shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Brazil

If you are using the Platform in Brazil, the following additional terms apply:

a. Accepting these Terms. To use or access the Platform, you must agree with the Terms. Be aware that the provisions herein will govern the relationship between you and the Platform. If you do not agree with all terms below, you will not be allowed to use or access the Platform. Your access to and use of our Services is also subject to our [Privacy Policy](#), which you also have to agree with, and 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 is incorporated herein by reference.

b. Parental and Guardian Consent. If you are 16 years of age or above but under the age of 18, you declare that you had the assistance of your parent or legal guardian to use the Services and to agree to these Terms. If you are under the age of 16, your parent or legal guardian must agree to these Terms on your behalf, otherwise you cannot use the Services. If you are the parent or legal guardian responsible for the minor, this Terms are applicable to you, and you hereby agree with them.

c. Changes to these Terms. In the case of relevant changes that require the user's consent, we will present the new Terms to obtain your consent in relation to the new Terms.

d. Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by Brazilian law. You and we both agree that the courts of Brazil will have exclusive jurisdiction.

e. Language. These Terms of Service may have been prepared in the English language and in the Portuguese language. If you are a user residing in Brazil, you shall refer to the Portuguese version, which shall prevail.

f. Your Content. In connection with your use of the Services, you may be able to upload or submit content to be made available through the Services ("Your Content"). As a condition of your use of the Services, you grant us a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable license to access, use, host, cache, reproduce, transmit, and display Your Content in connection with your use of the Services. By submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all

rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to upload the material and to grant us the license described above.

Notwithstanding anything to the contrary, we do not, nor have any obligation to maintain Your Content. Your Content will not be available once you delete the Platform.

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

h. Termination. We reserve the right, in our sole discretion, to deny access to the Platform and the Services by any User, or to modify, suspend or terminate any User's access to or use of the Platform and the Services at any time, for any reason or for no reason, without notice. We may also, in our sole discretion and at any time, discontinue providing the Platform and the Services, or any part thereof, with or without notice. We may notify the User about the termination or suspension of the account or discontinuance of the Platform and the Services within 15-days prior notice given by communication via e-mail, message, app or other alternative means of communication only if User has not given cause for such termination, suspension or discontinuance, otherwise we are not obliged to make any prior communication to the User.

Japan

If you are using the Platform in Japan, the following additional terms apply:

- **Age of Majority.** If you are under 20 years old, you confirm that your parent or legal guardian consents to your access or use of the Service. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you. If you have accessed or used the Service after you become 20 years old, you are deemed to have been consented to use the Service during the period while you were under 20 years old.

South Korea

If you are using the Platform in South Korea, the following additional terms apply:

- **Applicable Law and Jurisdiction.** Notwithstanding Section 17.a. above, these Terms, their subject matter and their formation, are governed by Korean law. You and we both agree that courts of Korea will have exclusive jurisdiction.
- **Limitation of Liabilities.** No limitation of liabilities set out above shall be applicable to the extent any loss or damage is incurred by you as a result of our willful misconduct or negligence.
- **Parental and Guardian Consent.** The Services are only available for individuals 14 years old and over. If you are over the age of 14 but under the age of 19, you declare that you have the consent of your parent or legal guardian to receive the Services or to register an account for the Services.
- **Change to the terms.** The following terms shall apply with priority over Section 4 above.
 - We amend these Terms from time to time to the extent that is permitted by the applicable laws.
 - In the event we amend these Terms, we will notify you of the effective date of the changes and the reasons for applying the amendments through a notice to be posted on the landing page of our website or the splash screen of our mobile app, starting at least 7 days before the effective date of the new Terms until the day before the effective date; provided, however, in the event of any amendments that are material or will be disadvantageous to you, we will make reasonable efforts to provide prior notice to you, and the new Terms shall take effect at least 30 days after the first date of notice. However, any changes related to the new functions of the service that benefit users or for legal reasons may be effective immediately.
 - If you fail to explicitly express your objection to the amended Terms even though we notified you that your failure to do so within the above advance notification period will be considered as an acceptance of the changes, you will be considered to have agreed to the new Terms.
- **Content.** The following terms shall apply with priority over the second paragraph of Section 12 above.

- Subject to these terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Services, including the downloading of the Platform on a permitted device, and to access the Company's Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. The Company reserves all rights not expressly granted herein in the Services and the Company's Content. You acknowledge and agree that the Company may terminate this license at any time for any reason or no reason, if deemed necessary at our reasonable discretion.
- We will not disclose your identity to any third party unless permitted by the applicable law or with your consent.
- **Prior Notification of Service Restrictions, etc.** In the event we implement changes that are unfavourable to you (including our suspension or restriction of the availability of our Services), we will notify you individually of the reason for the action without delay. However, in the event that individual notice is prohibited for legal reasons or is reasonably deemed to cause harm to Users, third parties, CapCut and our affiliates (e.g., if the notification violates the laws and regulations or the order of the regulatory authorities, if it interferes with any investigations, if it damages the security of our Services, etc.), the notification may not be issued.
- **Consent to the Terms.** The following terms shall apply with priority over the first paragraph of Section 2 above. These Terms are effectuated when you consent to these Terms, submit a request to use the relevant service and we accept such request. Your access to and use of our Services are also subject to our [Privacy Policy](#), 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 is incorporated herein by reference. Notwithstanding Section 2 above, by consenting to these Terms, you are not consenting to our Privacy Policy. You must consent to the Privacy Policy separately from these Terms.

Thailand

If you are using the Services in Thailand, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

- **Parental and Guardian Consent.** If you are under the age of 20, or if you are a quasi-incompetent person, or an incompetent person, you declare that your parent or legal guardian has acknowledged to these Terms and you had the consent of your parent or legal guardian to use the Services.

- **Language.** Any local language translation (where applicable) of these Terms exists for reference purposes only, and only the English version shall take precedence. If there is any inconsistency between different versions, the English version shall prevail.

Indonesia

If you are using our Services in Indonesia, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

- **Accepting these Terms.** By using the Services, you represent and warrant that you are at least 21 years of age or married or not under guardianship. If you are (i) below 21 years old and you are not married or (ii) under guardianship, your account must be opened under the name of your parent(s) or guardian(s). Further, you represent and warrant that you have obtained consent from your parent(s) or legal guardian(s) unless you indicate otherwise. By consenting to these Terms, your parent(s) or legal guardian(s) are agreeing to take responsibility for: (i) all your actions in connection with your access to the Services; (ii) any fees or charges associated with your use of any of the Services (as applicable); (iii) your compliance with these Terms; and (iv) ensuring that any of your participation in Services will not, in any event, result in any violation of applicable laws and regulations relating to child protection. If you do not have consent from your parent(s) or legal guardian(s) and your parent(s) or guardian(s) is not willing to open the account under their name, you must cease accessing the Services.
- **Limitation of Liabilities.** The limitation of liabilities set out in Section 15 (Limitation of Liability) above shall not be applicable to the extent any loss or damage is incurred by you as a result of our willful misconduct or negligence.
- **Age Limit.** The Services are only for people who are 14 years old or older in Indonesia.
- **Waiver.** We and you expressly agree to waive and set aside our respective rights and obligations under any applicable laws in the event of any termination of these Terms to the extent that such law requires any judicial pronouncement for the termination of these Terms.
- **Language.** These Terms have been prepared in the English language and Indonesian language. In the event of any inconsistency or different interpretation between the English text and Indonesian text, the English text shall prevail and the relevant Indonesian text shall be deemed to be automatically amended to conform with and to make the relevant Indonesian text consistent with the relevant English text. Each party acknowledges that it has read these Terms and understands its content and that these Terms have been entered into freely and without duress. You acknowledge that you fully understand the language and the content of these Terms, and you agree that you will not use the provisions under Law of the Republic of Indonesia No. 24 of 2009 on Flag, Language, State Emblem and National Anthem, Presidential Regulation No. 63 of 2019 on Use of Indonesian Language or any other laws and regulations to invalidate these Terms.

Mexico

If you use our Services in Mexico, the following additional terms apply. In the event of a conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail. If you are under the age of 18, you may only use the Services with the consent of your parent or legal guardian. Please ensure that your parent or legal guardian has reviewed, discussed and agreed to these Terms, with you.

Personal Data. We will process your personal data for purposes related to the execution and administration in accordance with our Privacy Policy and these Terms. You grant us consent to share your personal data with third parties if necessary to comply with our obligations. You may exercise your data protection rights by contacting us via the Privacy Report.

We may process your personal data to contact you and require additional or complementary information related to the intents established in these Terms.

Language. These Terms have been prepared in the English language and in the Spanish language. If you are residing in Mexico, you shall refer to the Spanish version, which shall prevail.

Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by the laws of Mexico. Any dispute arising out of or in connection with these Terms, including any question relating to the existence, validity or termination of these Terms, when applicable, may be brought to the conciliation process before the Procuraduría Federal de Protección al Consumidor (Consumer Protection Agency) located in Mexico City, or submitted to the jurisdiction of the competent courts located in Mexico City.

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