



# TikTok Shop Anti-Counterfeit and Knockoff Policy – Global (Non-US)

## 1. Overview

TikTok Shop does not tolerate counterfeit or knockoff products. Products offered for sale on TikTok Shop must be authentic and must not generate confusion due to its similarity to third party's Intellectual Property. The TikTok Shop Anti-Counterfeit and Knockoff Policy (hereinafter "this policy") has been prepared with the express purpose of:

- Building a positive shopping environment on TikTok Shop; and
- Providing a shopping experience consumers can have confidence in; and
- Protecting brands and other rights holders.

This policy operates in tandem with our **TikTok Shop Intellectual Property Policy** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross-border](#)) and applies to all products sold on TikTok Shop. Failing to abide by this policy may result in enforcement action being taken against you, as set out in our **Merchant Terms of Service** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross-border](#)) and **TikTok Shop Seller Performance Evaluation Policy** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross-border](#)).

Sellers are responsible for ensuring that they do not sell counterfeit or knockoff products on our Platform. Sellers are responsible for ensuring that the listing, advertising, sale, and provision of products on TikTok Shop comply at all times with applicable laws and regulations. These guidelines are intended to facilitate seller compliance. They are not exhaustive and not intended as legal advice. We encourage sellers to seek independent legal advice if they have questions about the laws and regulations concerning counterfeit or knockoff products.

This **TikTok Shop Anti-Counterfeit and Knockoff Policy** is updated periodically. Sellers are responsible for checking this page regularly to ensure that they comply with our current guidelines.

## 2. General Principles

### 2.1 Counterfeiting / Counterfeit Products

“Counterfeiting” usually refers to the illegal manufacture, distribution and/or sale of branded replicas of a product, including the unauthorized use of a trademark that is identical or very similar



to another's registered trademark on goods covered by the registration, or on a product's packaging or marketing materials). The listing, marketing, and sale of counterfeit products are strictly prohibited on TikTok Shop. This includes the display of brand names, logos or trademarks on products or in product images, or descriptions, including on livestreams or videos without authorization from the brand owner.

## **2.2 "Knockoff" Products**

"Knockoffs", also known as "lookalike" or "copycat" products refer to products that resemble branded, authentic products, but are not identical to them. They typically lack an identical trademark or logo of the brand they are trying to imitate and are often of lower quality or priced lower than the original goods they imitate. Knockoffs may also have a similar trademark, logo, color compositions, packaging, product design and/or "get-up" (where applicable) to the original goods they imitate.

Knockoff products may unfairly/dishonestly imitate or infringe the legitimate rights of owners of branded, authentic products and in some cases violate local laws. In such cases, the listing, marketing, and sale of knockoff products are strictly prohibited on TikTok Shop, including in livestreams or videos.

## **2.3 Prohibited Behaviors**

We take strict actions against counterfeiting and knockoff products. We prohibit the following behaviors on our Platform:

1. The listing, advertising and/or sale of counterfeit or knockoff products.
2. Brand circumvention behaviours (including, but not limited to stickers, smears, papers, text, or mosaic or tape etc) that obscure or hide brand information so that the brand of the product can not be identified.
3. Behaviors and/or written or verbal messages (including text, image, sound, and video) that imply the sale of counterfeit or knockoff products.

## **2.4 Basic Requirements**

TikTok Shop strives to ensure a trustworthy shopping experience for our customers. We work with manufacturers, brand owners, rights holders, sellers, and creators to prevent counterfeit or knockoff products from reaching TikTok Shop customers. Each seller is responsible for sourcing, selling, and fulfilling orders for authentic products only. We expressly reserve the right to remove any products or content that violates, or is suspected of violating our policies. We may not provide any prior notice when removing any products or content that violates, or is suspected of violating our policies.



Sellers who intend to list products with brand trademarks, names or logos that they do not own should obtain prior authorization from the relevant rights owners. Once obtained, they should upload documentation confirming this authorization onto the Seller Center.

Notwithstanding the above, TikTok Shop will require sellers to submit brand authorization documentation and/or invoicing history for specific brands before they can list products from these brands. TikTok Shop has the sole discretion to decide which brands fall within this group.

Sellers whose product listings are rejected due to "missing brand authorization and/or invoicing history" will be required to upload acceptable brand authorization and/or invoicing history documentation before they can list these products.

Please refer to the article **Providing Brand Authorization** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross-border](#)) for further guidance.

## 3. Enforcement Procedure

### 3.1 Identification of Suspected Counterfeits and Knockoffs

TikTok Shop has mechanisms and processes to prevent the listing and/or sale of as many counterfeit and knockoff products as possible, especially in situations where we are made aware of or detect them. We may require merchants to provide us with documentation, such as brand authorization or proof of product authenticity with respect to their product listings.

For situations where a product is suspected to be a counterfeit and/or knockoff, or a rights holder files a counterfeit and/or knockoff report, TikTok Shop expressly reserves the right and has the sole discretion to take all appropriate measures, including immediate action to de-list the relevant products and notify the seller. For the avoidance of doubt and to the fullest extent permitted by applicable laws, TikTok Shop is not required to provide prior notice to the seller before removing or de-listing such products.

### 3.2 Counterfeit and knockoff Investigation

TikTok reserves the right to seek support from rights holders or instruct third-party agencies to conduct our investigations. A product will be considered counterfeit or knockoff on our Platform in the following non-exhaustive situations:

- We receive formal notification and sufficient supporting documents from a regulator, authority, brand owner, rights holder, manufacturer, agency of the brand owner, or any other party that TikTok in its sole discretion considers appropriate, evidencing that the product is a counterfeit or knockoff.
- The seller receives our notification of the suspected counterfeit or knockoff product but fails to file an appeal properly within the timelines prescribed by our Platform.



- The seller filed an appeal upon receipt of the counterfeit or knockoff notification within the timelines prescribed by our Platform, sufficient supporting documentation to demonstrate that the product is authentic and non-illegal.
- The seller admits that the product is a counterfeit or knockoff.
- A certified third-party quality inspection agency or authenticity identification agency tested or identified the goods to be unqualified or non-genuine and/or of a lower level of quality compared to the branded, authentic goods.

### 3.3 Enforcement Actions

We may take enforcement action against seller accounts that we deem violate our TikTok Shop Anti-Counterfeit and Knockoff Policy in accordance with our **TikTok Shop Seller Performance Evaluation Policy** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross border](#)) and **Merchant Terms of Service** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [Cross-border](#)). Sellers should note that repeated offenses will result in more significant penalties.

- Enforcement actions include but are not limited to:
  - Removal and/or delisting of the counterfeit/knockoff product/content.
  - Termination of a seller's account or Merchant Terms of Service.
  - Confiscation of any seller deposit.

Subject to any applicable data protection obligations, TikTok Shop also reserves the right to report sellers who are suspected of breaching local laws and regulations to the relevant legal authorities where appropriate. If TikTok suspects that any counterfeit or knockoff goods have been made available for sale on the Platform, then subject to any applicable data protection obligations, TikTok Shop reserves the right to provide any relevant information about the seller's account or behavior resulting in orders for counterfeit or knockoff goods on our Platform to authorities without prior notice to the seller.

To the fullest extent permitted by law, TikTok Shop will not be liable for any losses (whether direct or indirect) a seller may endure as a result of TikTok Shop's enforcement actions following such seller's violation of this policy.

### 3.4 Appeal

If a seller or creator is suspected of violating this policy, they will receive a notification via email and a violation notification on the Seller Center.

If a seller or creator believes that enforcement actions were taken against them in error, they may file an appeal through the Seller Center by raising a ticket. They will also be required to include the necessary supporting materials within the timelines prescribed by us after product delisting or receipt of a counterfeit or knockoff report. TikTok Shop will then investigate the case and take corrective actions where applicable.



The appeal guidelines are as follows:

- Sellers can raise a maximum of two appeals against one case. The first appeal can be raised within 30 days of enforcement action taken by us. The second appeal can be raised within 15 days of rejection of the first appeal.
- Creators can raise one appeal within 30 days of enforcement action taken by us.
- If a seller's or creator's appeal is successful, we will remove any penalties issued and restore any withdrawn privileges.
- If a seller or creator decides to waive their right to appeal or is unable to provide any valid and clear documents to prove authenticity, then it will be regarded as a failed appeal.
- All decisions made by TikTok Shop are at our sole discretion.
- Any appeals raised after the timelines stipulated above may not constitute a valid appeal and may not be reviewed by TikTok Shop.

Please note that during an investigation, sellers are responsible for the following:

- Collecting and preparing all sufficient supporting documents to prove the authenticity of the business or of specific goods. The supporting documentation includes but is not limited to copies of valid trademark or design registration certificates in the relevant country (if applicable), brand authorization, purchasing proofs such as commercial invoices, contracts, purchase orders from the brand owners, and testing reports issued by a third-party laboratory or competent agency. In the case of knockoffs, supporting documents may include those issued by a competent agency in the relevant country confirming that there is no risk of infringement or consumer confusion.
- Ensuring that the document(s) referenced above are not edited in any way, except for removing confidential information such as pricing. Providing tampered with or misleading documentation is a violation of this policy and can lead to further enforcement actions taken against the offending account in accordance with our TikTok Shop Merchant Terms of Service and this policy.
- Providing a clear explanation of why the enforcement action was taken against them in error.
- Providing any additional materials or information that TikTok Shop may require.

*Important Note: Submitting an appeal does not guarantee a successful outcome. Appeals ensure that TikTok Shop will review the relevant case in consideration of additional materials or explanations provided by the seller.*

### **3.5 Further Actions and Controls**

Once a counterfeit or knockoff investigation is complete, if it is proven that the product is authentic and non-illegal, we will withdraw any punitive measures or enforcement actions taken against the product or the seller.

If it is found that a seller has sold a counterfeit item or knockoff to a customer, the seller must issue the customer with a full refund in accordance with our **TikTok Shop Customer Order**,



**Cancellation, Return and Refund Guidelines** ([UK](#), [Indonesia](#), [Malaysia](#), [Singapore](#), [the Philippines](#), [Thailand](#), [Vietnam](#), [UK Cross border](#), [SEA Cross border](#)) and this policy.

Please note that in order to protect our customers, we also work with rights holders and law enforcement worldwide to take and support legal action against sellers and creators who knowingly violate this policy.

## 4. Reporting of Counterfeits or Knockoffs

We encourage brand owners, rights holders and users to report suspected counterfeit or knockoff products to us.

**Intellectual property rights (IPR) owners** or their **authorized representative** may file a notice of IPR infringement. When submitting a notice of IPR infringement to us, the rights owner or their authorized representative must follow the process specified in 4.1 or 4.2 below.

*Note: We may provide the account holder you identify in your IPR infringement notice with your contact information, including the e-mail address and the name of the IPR owner, and/or other details of the notice, in accordance with our Terms of Services and Privacy Policy.*

If you are not the IPR owner or their authorized representative, you may report counterfeit or knockoff products by submitting a "Possible Counterfeit products" or "Possible Knockoff products" report on the relevant product detail page or related content. We will handle all tickets following the standardized intellectual property infringement handling process. The following are ways to report such infringements to us.

### 4.1 Reporting via the TikTok Shop's Intellectual Property Protection Centre

- IPR owners/authorized representatives may use the TikTok Shop [Intellectual Property Protection Centre](#) (IPPC) to submit an IPR infringement notice.
- The IPPC is an integrated Platform for rights owners to protect their IPR across products sold on TikTok Shop. Rights owners can submit evidence of their IPR, detect IPR infringing products, submit IPR infringement notices and track the progress of lodged notices on the IPPC.
- Brand owners or rights holders must provide complete information when requested on the IPPC. Failure to include necessary information may limit our ability to investigate your claims and result in a denial of your notice.
- During our investigations, we may also request additional information to handle the notice of IPR infringement.



## 4.2 Reporting via the TikTok Shop Intellectual Property Rights Report form

- If an IPR owner/authorized representative is unable to access the [IPPC](#), the IPR owner/authorized representative may file an online IPR infringement notice by submitting a [TikTok Shop Intellectual Property Rights Report](#).
- All notices should contain the information requested in our online [TikTok Shop Intellectual Property Rights Report](#) form. Failure to include necessary information may limit our ability to investigate your claims and result in your complaint being denied.

TikTok Shop may also require additional information from brand owners, rights holders or their authorized representatives in order for us to handle the notice of IPR infringement. Failure to include necessary information may limit our ability to investigate your claims and may result in your complaint being denied.