

# Terms of Service

## **Introduction**

Welcome to TikTok Syndicate. By accessing or using our services, you agree to comply with and be bound by the following terms and conditions. Please read them carefully. If you do not agree to these terms, you should not use our services.

## **1. Definitions**

- "TikTok Syndicate" refers to the company providing the digital assets marketplace platform.
- "User" refers to any individual or entity accessing or using the TikTok Syndicate platform.
- "Seller" refers to any user who lists digital assets for sale on the platform.
- "Buyer" refers to any user who purchases digital assets on the platform.
- "Digital Assets" refer to any digital content, including but not limited to videos, images, music, software, and other digital files.

## **2. Acceptance of Terms**

By using the TikTok Syndicate platform, you agree to be bound by these Terms of Service and all applicable laws and regulations. TikTok Syndicate reserves the right to modify these terms at any time. Your continued use of the platform after any such changes constitutes your acceptance of the new terms.

## **3. Digital Assets Marketplace**

TikTok Syndicate provides a digital assets marketplace where users can buy and sell digital assets. The platform acts as a venue for transactions between buyers and sellers. TikTok Syndicate does not buy, sell, or take ownership of any digital assets listed on the platform.

### **3.1 Seller Responsibilities**

- Sellers are solely responsible for the content, accuracy, and legality of the digital assets they list for sale.
- Sellers must ensure that they have the necessary rights and permissions to sell the digital assets.
- Sellers agree to comply with all applicable laws and regulations regarding the sale of digital assets.

### **3.2 Buyer Responsibilities**

- Buyers are solely responsible for verifying the content, quality, and legality of the digital assets they purchase.
- Buyers agree to comply with all applicable laws and regulations regarding the purchase of digital assets.

## **4. Transactions**

All transactions on the TikTok Syndicate platform are conducted directly between the buyer and the seller. TikTok Syndicate is not a party to any transaction and does not assume any responsibility for the transactions conducted through the platform.

### **4.1 Payment**

- Payments for digital assets are made directly between the buyer and the seller.
- TikTok Syndicate does not process payments or handle any funds related to transactions on the platform.

### **4.2 Disputes**

- Any disputes arising from transactions conducted on the TikTok Syndicate platform are to be resolved directly between the buyer and the seller.
- TikTok Syndicate is not responsible for mediating or resolving any disputes between users.

## **5. User Conduct**

- Users agree to use the TikTok Syndicate platform in a lawful and respectful manner. Prohibited activities include, but are not limited to:

- Posting or transmitting any unlawful, fraudulent, or harmful content.
- Infringing on the intellectual property rights of others.
- Engaging in any activity that disrupts or interferes with the platform's functionality.

## **6. Intellectual Property**

All content on the TikTok Syndicate platform, including but not limited to text, graphics, logos, and software, is the property of TikTok Syndicate or its content suppliers and is protected by intellectual property laws. Users may not use, reproduce, or distribute any content from the platform without permission.

## **7. Limitation of Liability**

**7.1 To the maximum extent permitted by applicable law, TikTok Syndicate shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:**

- Your use of or inability to use the platform;
- Any conduct or content of any third party on the platform, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties;
- Any content obtained from the platform;
- Unauthorized access, use, or alteration of your transmissions or content.

**7.2 TikTok Syndicate shall not be liable for any damages, liability, or losses arising out of:**

- Your use of or reliance on the platform or your inability to access or use the platform;
- Any transaction or relationship between you and any third party provider, even if TikTok Syndicate has been advised of the possibility of such damages.

**7.3 TikTok Syndicate shall not be liable for delay or failure in performance resulting from causes beyond TikTok Syndicate's reasonable control.**

**7.4 In no event shall TikTok Syndicate's total liability to you in connection with the services for all damages, losses, and causes of action exceed the amount you have paid TikTok Syndicate in the last six (6) months, or if greater, one hundred dollars (\$100).**

## **8. Indemnification**

Users agree to indemnify and hold harmless TikTok Syndicate, its affiliates, and its employees from any claims, damages, or expenses arising from their use of the platform or violation of these terms.

## **9. Termination**

TikTok Syndicate reserves the right to terminate or suspend a user's access to the platform at any time, without notice, for any reason, including but not limited to violation of these terms.

## **10. Governing Law**

These terms are governed by and construed in accordance with the laws of the jurisdiction in which TikTok Syndicate operates, without regard to its conflict of law principles.

## **11. Class Action Waiver**

You and TikTok Syndicate agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither you nor TikTok Syndicate will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

### **11.1 Binding Arbitration Provision**

Any controversy or claim brought against or involving TikTok Syndicate arising out of or relating to the TikTok Syndicate platform in any way shall be submitted to and settled in arbitration through the American Arbitration Association (“AAA”) in New York, New York. Each party shall bear their own costs in Arbitration. The arbitrator’s decision shall be final and binding and judgment may be entered thereon.

## **12. TikTok Syndicate's Role in Relation to Listing Auctions and Classifieds**

### **12.1 TikTokSyndicate.gg provides a software engine and website to enable:**

- Sellers and Buyers to meet;
- Sellers to place Listings to advertise their Digital Asset for sale; and
- Sellers to conduct Auctions, Classifieds, or Catalog Sales of their Digital Asset.

### **12.2 You acknowledge and agree that:**

- TikTok Syndicate is not an auctioneer;
- TikTok Syndicate does not conduct Auctions on behalf of Sellers. All Auctions are conducted by Sellers on their own behalf;
- TikTok Syndicate does not facilitate payments between Buyers and Sellers;
- TikTok Syndicate and its Associates are not responsible in any way for the compliance by each Buyer or Seller with the Sale Agreement. TikTok Syndicate does not guarantee and cannot ensure that a Buyer or Seller will actually complete a sale of a Digital Asset or act lawfully in their use of TikTokSyndicate.gg; and
- TikTok Syndicate merely provides the software and website (being TikTokSyndicate.gg) by which Sellers may conduct their own Auctions and Classifieds.
- TikTok Syndicate does not guarantee any claims or promises made by Sellers or Buyers.
- TikTok Syndicate does not monitor authenticity of any users or members of our site and will not be held liable for their actions.

- TikTok Syndicate is not liable for what happens in relation to Digital Assets after the Listing expires on TikTokSyndicate.gg.

### **13. Changes to Terms of Service**

TikTok Syndicate reserves the right to change these Terms of Service at any time. Notice of any changes will be provided via email or posted directly on the Discord channel #terms-of-service. Your continued use of the platform after any such changes constitutes your acceptance of the new terms.

### **14. Contact Information**

For any questions or concerns regarding these Terms of Service, please contact us at:

TikTok Syndicate

Email: [chad@tiktoksyndicate.gg](mailto:chad@tiktoksyndicate.gg)