

Nestlé Purina PetCare Company TikTok Shop Affiliate Terms and Conditions

Effective as of December 1, 2024

By clicking the “Add Products” button or otherwise participating in the Program, you (“You” or “Creator”) agree to these Nestlé Purina PetCare Company (“We”, “Us”, or “NPPC”) TikTok Shop Affiliate Terms and Conditions (the “NPPC TikTok Affiliate Terms”) governing Your participation in the Nestlé Purina PetCare Company Open Affiliate Program on TikTok (the “Program”). These NPPC TikTok Affiliate Terms are separate from TikTok Shop’s Creator Terms of Use. TikTok Shop’s Creator Terms of Use govern Your relationship with TikTok, while these NPPC TikTok Affiliate Terms, in addition to TikTok Shop’s Creator Terms of Use, govern the relationship between You and NPPC. We reserve the right to conduct a review of the materials You post on any social media platform and any public data available about You.

These NPPC TikTok Affiliate Terms shall take precedence when a conflict of terms arises between topics covered in these NPPC TikTok Affiliate Terms and TikTok Shop’s Creator Terms of Use.

YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THESE NPPC TIKTOK AFFILIATE TERMS. IN ADDITION, IF THESE NPPC TIKTOK AFFILIATE TERMS ARE BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THESE NPPC TIKTOK AFFILIATE TERMS ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT THEY, HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THESE NPPC TIKTOK AFFILIATE TERMS.

These NPPC TikTok Affiliate Terms include a provision waiving the right to pursue any class, group or representative claim and requiring You and Us to pursue certain disputes through individual arbitration.

By participating in this Program, You agree to the following:

- You must comply with these NPPC TikTok Affiliate Terms to participate in the Program and receive commission income. However, We do not make any representation, warranty, or covenant regarding the amount of commission income You can expect at any time in connection with the Program, and We will not be liable for any actions You undertake based on Your expectations.

- You must promptly provide Us with any information that We request to verify Your compliance with these NPPC TikTok Affiliate Terms.
- You must promptly remove any content posted on TikTok in conjunction with the Program at the request of NPPC.
- You must comply with the guidelines set forth in the Creator Brief for any NPPC product which you use or order in conjunction with the Program.
- NPPC shall have the right to like, favorite, retweet, share, repost, redistribute, syndicate, amplify or otherwise utilize in any manner enabled by TikTok all content made by Creator in conjunction with the Program.
- You are responsible for all federal, state, and local taxes and any other costs or expenses, including duties, pension contributions, and insurance costs, incurred by your participation in the Program.
- The relationship between You and NPPC is non-exclusive. NPPC may work with other creators, and You may market other goods on TikTok, for the duration of the Program.
- You do not take title to any NPPC products, and You have no authority to sell NPPC products or modify any NPPC terms of sale.
- You will appropriately label all content posted on TikTok through the Program as an advertisement or with all appropriate commercial disclosures, including by using TikTok's labelling functionality.

If You violate these NPPC TikTok Affiliate Terms, in addition to any other rights or remedies available to Us, We reserve the right to (i) direct TikTok to permanently (to the extent permitted by applicable law) cease payment of (and You agree You will not be eligible to receive) any commission income attributable to this Program otherwise payable to You under these NPPC TikTok Affiliate Terms and the TikTok Shop's Creator Terms of Use, whether or not directly related to such violation without notice and without prejudice to any right of NPPC to recover damages over this amount; or (ii) request TikTok remove any content posted by you on TikTok, including content which violates these NPPC TikTok Affiliate Terms.

TERM AND TERMINATION

We may terminate Your participation in the Program at any time for any reason, including but not limited to any of the following: (a) You are in material breach of these NPPC TikTok Affiliate Terms, (b) We believe that We may face potential claims or liability in connection with Your participation in the Program; (c) We believe that our brand or reputation may be tarnished by You or in connection with Your participation in the Program; (d) Your participation in the Program has been used for deceptive, fraudulent or illegal activity; (e) You are in breach of an NPPC Creator Brief; or (f) We have terminated the Program as We generally make it available to participants.

DISCLAIMERS

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE ARE EXPRESSLY DISCLAIMED. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE COMMISSIONS, PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE PROGRAM. NPPC EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR COVENANT THAT IT WILL PROMOTE, BOOST, OR SHARE ANY CONTENT CREATED BY CREATOR.

LIMITATIONS ON LIABILITY

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSION INCOME PAID OR PAYABLE TO YOU UNDER THESE NPPC TIKTOK AFFILIATE TERMS IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THESE NPPC TIKTOK AFFILIATE TERMS. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR TIKTOK CHANNELS(S) (INCLUDING YOUR USE OF ANY TIKTOK SERVICE OFFERING) OR YOUR VIOLATION OF THESE NPPC TIKTOK AFFILIATE TERMS, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR RESPECTIVE AFFILIATES

AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR TIKTOK CHANNELS(S) OR ANY MATERIALS THAT APPEAR ON YOUR TIKTOK CHANNELS(S), INCLUDING THE COMBINATION OF YOUR TIKTOK CHANNELS(S) OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR TIKTOK CHANNELS OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR TIKTOK CHANNELS, (C) YOUR USE OF ANY TIKTOK SERVICE OFFERING OR YOUR PARTICIPATION IN THE PROGRAM, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THESE NPPC TIKTOK AFFILIATE TERMS OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THESE NPPC TIKTOK AFFILIATE TERMS, (E) YOUR TAXES AND DUTIES OR THE COLLECTION, PAYMENT, OR FAILURE TO COLLECT OR PAY YOUR TAXES OR DUTIES, OR THE FAILURE TO MEET TAX REGISTRATION OBLIGATIONS OR DUTIES, OR (F) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT. WE OR OUR NOMINEE MAY TAKE LEGAL ACTION AND PERFORM ANY PROCEDURAL ACT ON BEHALF OF ANY NPPC PARTY, INCLUDING THROUGH SPECIAL MANDATE, TO EXERCISE OR DEFEND A LEGAL CLAIM OR FOR THE PROTECTION OF RIGHTS, INCLUDING FOR THE PURPOSE OF ENFORCING THIS SECTION.

INDEPENDENT CONTRACTORS

You and We are independent contractors, and nothing in these NPPC TikTok Affiliate Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between You and Us or our respective affiliates, nor shall You represent to any third party that any of the foregoing relationships exists. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. If You authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of these NPPC TikTok Affiliate Terms, You will be deemed to have taken the action Yourself.

DISPUTE RESOLUTION

You unconditionally agree that, except as set forth below, all claims, controversies, or disputes between you and NPPC will be resolved entirely through binding individual arbitration, rather than in court, including, without limitation, such claims, controversies, or disputes arising out of or relating to any aspect of the relationship between you and NPPC or your participation in the Program, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Dispute"). Dispute will be given the broadest possible meaning permitted by law. It includes claims that arose before this or any prior

agreement or that arise after the termination of this agreement. The sole exceptions to the foregoing requirement to arbitrate are that: (1) either party may assert individual claims in small claims court if those claims otherwise qualify for small claims court and as long as the matter remains in such court and is not removed or appealed to a court of general jurisdiction and advances only on an individual (non-class, non-representative basis); and (2) each party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. This arbitration will be conducted according to the rules of the American Arbitration Association in St. Louis County, Missouri. NPPC will pay any filing fee and costs of the arbitrator, unless You initiate the claim, in which case You will be required to pay the filing fee. Each party will be responsible for its own attorneys' fees and costs; however, the arbitrator may award attorneys' fees to the prevailing party, if permitted by applicable law. If You and NPPC have a Dispute and We are unable to resolve our concern, You and NPPC agree to make a good faith effort to resolve it informally prior to initiating a formal arbitration proceeding. This Dispute Resolution section evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution section. This arbitration provision shall survive termination of this agreement. BY AGREEING TO THESE TERMS, YOU GIVE UP YOUR RIGHT TO BRING AND PROSECUTE ANY DISPUTES WITH NPPC IN A COURT OF LAW OR BEFORE A JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS OR REPRESENTATIVE ACTIONS.

AS SET FORTH ABOVE, WE EACH AGREE TO BRING ANY DISPUTE ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS, CONSOLIDATED, REPRESENTATIVE OR COLLECTIVE OR PRIVATE ATTORNEY GENERAL BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER TO THE FULLEST EXTENT PERMITTED BY LAW.

Any action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action or such claims will be deemed extinguished. Each party shall be responsible for its own attorneys' fees and costs.

APPLICABLE LAW AND VENUE

These NPPC TikTok Affiliate Terms and the contractual relationship between You and NPPC and its affiliates and brands shall be governed by the Federal Arbitration Act, applicable federal laws, and the laws of the State of Missouri, USA, without regard to principles of conflict of laws, but subject to the Federal Arbitration Act and other federal law relating to the arbitrability of claims. You agree that all matters relating to the Program, including all

disputes, will be governed by the laws of the United States and by the laws of the State of Missouri.

Any dispute or controversy arising under or relating to this Agreement must be brought in the United States District Court for the Eastern District of Missouri if the jurisdictional prerequisites exist. If the jurisdictional prerequisites do not exist, the Circuit Court of St. Louis County, State of Missouri, shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or relating to this Agreement. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

MODIFICATIONS

We reserve the right to modify any of the terms and conditions contained in these NPPC TikTok Affiliate Terms at any time and in our sole discretion by posting a change notice or revised NPPC TikTok Affiliate Terms. The effective date of such change will be the date the notice is provided. **YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM.**

NOTICE ADDRESS:

Nestlé Purina PetCare Company
One Checkerboard Square
St. Louis, MO 63164
Attn: Digital Marketing Strategy

With a copy to:

Nestlé Purina PetCare Company
One Checkerboard Square – 9T
St. Louis, MO 63164
Attn: Legal Department