

CANADIAN NATIONAL SETTLEMENT AGREEMENT

made as of July 13, 2021

between

LISA THOMAS and A.C. BY HER LITIGATION GUARDIAN ROBERT CRONK (the
“**Plaintiffs**”)

and

TIKTOK INC and TIKTOK PTE LTD (the “**Defendants**”)

RECITALS:

WHEREAS A.C. by her litigation guardian Robert Cronk commenced the Cronk Proceeding on March 3, 2019 as a proposed class proceeding;

WHEREAS Lisa Thomas commenced the Thomas Proceeding on September 8, 2020 as a proposed class proceeding;

WHEREAS the Plaintiffs allege, among other things, that the Defendants collected and misused the private information of the Plaintiffs and the Class Members, and thereby harmed the Plaintiffs and Class Members;

WHEREAS the Cronk Proceeding was discontinued as against musical.ly and ByteDance Technology Co. Ltd. by consent on September 26, 2019;

WHEREAS the Thomas Proceeding was discontinued as against ByteDance Ltd., TikTok Ltd and TikTok LLC by consent order dated March 25, 2021, and entered May 7, 2021;

WHEREAS the Cronk Proceeding was stayed by consent of the parties, by order entered July 5, 2021;

WHEREAS the Defendants deny all of the Plaintiffs’ allegations and do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind by any of the Defendants (including all originally named Defendants), as alleged in the Proceedings or otherwise;

WHEREAS despite the Defendants’ belief that the allegations advanced in the Proceedings are unfounded and that it has good and reasonable defences both to certification and on the merits, the Defendants have agreed to enter into this Settlement Agreement to achieve a final nation-wide resolution of all claims asserted, or which could have been asserted against them, individually or collectively, by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of protracted litigation;

WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present and future claims of the Plaintiffs and Class Members arising out of or relating to the Proceedings, without admission or prejudice whatsoever;

WHEREAS the Parties, with counsel, attended a mediation conducted with an experienced mediator, and engaged in arms-length settlement discussions and negotiations, that resulted in this Settlement Agreement, which includes all of the terms and conditions of the settlement between the Defendants and the Plaintiffs, both individually and on behalf of the Class Members they seek to represent, subject to the approval of the Court;

WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in litigating the Proceedings, including the risks and uncertainties associated with certification, trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and Class Members;

NOW THEREFORE in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that all claims of the Plaintiffs and Class Members in the Proceedings be settled and dismissed with prejudice and without costs, subject to the approval of the Court, on the following the terms and conditions:

Section 1 Definitions

1.1 For the purposes of this Settlement Agreement, including the Recitals and Schedules hereto:

- (a) ***Court*** means the Supreme Court of British Columbia;
- (b) ***Class*** means "All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform on or before the date of certification" and includes the Subclass;
- (c) ***Class Counsel*** means Hammerco Lawyers LLP, Mathew P Good Law Corporation and Slater Vecchio LLP;
- (d) ***Class Counsel Fees*** includes the fees and disbursements of Class Counsel, and any applicable taxes thereon;
- (e) ***Class Members*** means members of the Class, including Subclass Members, but excluded are the following:
 - (i) the directors and officers of any Defendants;
 - (ii) any judge of a court who has heard or will hear any motion or application in respect of the Proceedings; and
 - (iii) any person who opts out of the Proceedings;

- (f) **Cronk Proceeding** means *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.*, SCBC Vancouver Registry No. VLC-S-S-193384;
- (g) **Defence Counsel** means Osler, Hoskin & Harcourt LLP;
- (h) **Distribution Protocol** means the protocol attached as **Schedule E**;
- (i) **Effective Date** means the date set out in **section 4.3(e)**;
- (j) **Final Order** means the later of a final judgment pronounced by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, or once there has been an affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals;
- (k) **Honourarium** means any payment awarded individually to the Plaintiffs in the Proceedings in consideration of the Plaintiffs' time, effort, and result obtained for Class Members, as approved by the Court;
- (l) **Notice** means the short form, long form and in-platform form of notice as approved by the Court as described in **section 11.2**;
- (m) **Opt-Out Deadline** means January 17, 2022;
- (n) **Parties** means the Plaintiffs and Defendants;
- (o) **Proceedings** means, collectively, the Thomas Proceeding and the Cronk Proceeding;
- (p) **Released Claims** means any and all manner of claims, demands, actions, suits, debts, judgments, losses, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, relating in any way to any conduct anywhere related to, arising from, or described in the pleadings filed in the Proceedings (or which could have been alleged in the Proceedings) prior to the date hereof including, without limitation, any such claims which have been, might have been, are now, or could have been asserted by any Plaintiff or any Class Member in an individual or representative capacity, directly or indirectly, whether in Canada or elsewhere, arising out of, based upon, or related to, in whole or in part, the alleged facts and circumstances underlying the claims and causes of action set forth in (or that could have been raised in) the Proceedings.

- (q) **Releasees** means, jointly and severally, individually and collectively, the Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates (including but not limited to the originally named Defendants), associates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, lawyers, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators, assigns, beneficiaries and *ayants-droits* of each of the foregoing.
- (r) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries and *ayants-droits*.
- (s) **Settlement Agreement** means this agreement, including recitals and schedules.
- (t) **Subclass** means “All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform at any time on or before the date of certification while under the age of majority in their province.”
- (u) **Thomas Proceeding** means *Lisa Thomas v. ByteDance Ltd. et al*, SCBC Vancouver Registry No. VLC- S-209073, in particular as pleaded in the proposed Amended Notice of Civil Claim, attached to the Notice of Application filed October 18, 2021.

Section 2 Condition Precedent

- 2.1 This Settlement Agreement shall be null and void and of no force or effect, subject to section 9.4 unless the Court approves this Settlement Agreement.

Section 3 Settlement Amount

- 3.1 Contingent on the approval of the Settlement Agreement by the Court, the Defendants have agreed to pay the settlement amount of CDN \$2,000,000 (two million dollars) (the “**Settlement Amount**”) plus costs reimbursement of CDN \$26,629 (twenty-six thousand six-hundred and twenty-nine dollars) (the “**Cost Reimbursement Amount**”) on behalf of the Defendants, without any admission of liability, in accordance with this Settlement Agreement.
- 3.2 Within 60 (sixty) days of the Effective Date, Defence Counsel shall pay the Settlement Amount and the Cost Reimbursement Amount to Slater Vecchio LLP in trust, unless otherwise ordered by the Court.
- 3.3 The Settlement Amount and the Cost Reimbursement Amount shall be provided in full satisfaction of the Released Claims against the Releasees.

- 3.4 The Settlement Amount and the Cost Reimbursement Amount shall be all inclusive of all administration costs (including notice and translation), Class Counsel Fees, interest, costs, and any other expense.
- 3.5 The Defendants shall have no obligation to pay to the Plaintiff or the Class Members any amount in addition to the Settlement Amount and the Cost Reimbursement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- 3.6 Upon payment of the Settlement Amount to Class Counsel after the Effective Date, Class Counsel intends to distribute the Settlement Amount as follows, subject to the approval of the Court:
- (a) As set out in section 5, to Class Counsel on account of Class Counsel Fees inclusive of all disbursements and applicable taxes, as approved by the Court;
 - (b) As set out in section 6, to Class Counsel on account of any Honourarium awarded individually to the Plaintiffs, as approved by the Court;
 - (c) The funds remaining will be distributed as a *cy près* donation in accordance with the Distribution Protocol at Schedule E.

Section 4 Settlement Approval

- 4.1 The Parties will use their best efforts to implement this settlement, obtain approval of this Settlement Agreement from the Court, and secure the prompt, complete and final disposition of the Proceedings.
- 4.2 The Parties agree to consent to certification of the Proceedings solely for settlement purposes.
- 4.3 Settlement approval shall be sought in the following way:
- (a) As soon as practicable after execution of this Settlement Agreement, the Plaintiffs and Class Counsel shall bring an application before the Court for consent certification of the Proceedings on behalf of the Class for settlement purposes only and approval of the Notice described in section 11 (the “**Certification and Notice Approval Order**”);
 - (b) The Certification and Notice Approval Order shall be substantially in the form attached as Schedule A.
 - (c) As soon as practicable after (i) the Notice described in section 11 has been published, and (ii) the deadline for opting out of the Class and objecting to the settlement have expired, the Plaintiffs and Class Counsel shall bring an application before the Court for an order approving this Settlement Agreement (the “**Settlement Approval Order**”).

- (d) The Settlement Approval Order shall be substantially in the form attached as Schedule D.
- (e) If no appeal is taken from the Settlement Approval Order, the Settlement Approval Order will be deemed final 30 days after it is pronounced or, if any appeal is taken, upon the final disposition of the appeal (the “**Effective Date**”).
- (f) The proposed Amended Notice of Civil Claim shall only be filed after the Effective Date.

Section 5 Class Counsel Fees

- 5.1 Class Counsel may bring an application to the Court for approval of Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- 5.2 Class Counsel Fees will be awarded at the discretion of the Court.
- 5.3 The Defendants will not make submissions in relation to Class Counsel Fees.
- 5.4 The approval of Class Counsel Fees is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon Court approval of Class Counsel Fees. A separate order will be taken out dealing with Class Counsel Fees, disbursements, and any Honourarium for the Plaintiffs.
- 5.5 Class Counsel Fees and the Cost Reimbursement Amount may only be paid out of the Settlement Amount after the Effective Date.
- 5.6 The Defendants shall not be liable for any fees, disbursements, or taxes of any of Class Counsel or the Plaintiffs’ or Class Members’ respective lawyers, experts, advisors, agents or representatives, except for the Cost Reimbursement Amount to be paid to Class Counsel contemporaneously with the transfer of the Settlement Amount.

Section 6 Honourarium for Plaintiffs

- 6.1 Class Counsel may bring an application to the Court for approval of an Honourarium for the Plaintiffs in the Proceedings contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- 6.2 Any Honourarium to the Plaintiffs will be awarded at the discretion of the Court.
- 6.3 The Defendants will not make submissions in relation to any Honourarium for the Plaintiffs.
- 6.4 The approval of an Honourarium to the Plaintiff is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon court approval of any Honourarium for the Plaintiff.

- 6.5 Any Honourarium to the Plaintiffs may only be paid out of the Settlement Amount after the Effective Date.
- 6.6 The Defendants shall not be liable for any Honourarium to the Plaintiff or Class Members, if awarded by the Court.

Section 7 Releases and Dismissals

- 7.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors will fully, finally, forever and absolutely release, relinquish, acquit, and discharge the Releasees from and for the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claims.
- 7.2 Without limiting any other provisions herein, each Releasor who did not opt out will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the Proceedings that is the subject of this Settlement Agreement or in relation to any of the facts alleged therein.
- 7.3 Upon the Effective Date, each Releasor will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any of the Releasees, and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any Releasee, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.
- 7.4 Upon the Effective Date, the Proceedings shall be dismissed with prejudice as against the Defendants and without costs to the Parties.
- 7.5 Upon the Effective Date, each Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any other action or proceeding relating to the Released Claims against the Releasees and all such actions or the Proceedings shall be dismissed, without costs and with prejudice.

Section 8 No Admission of Liability

- 8.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all

negotiations, documents, discussions, and the Proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute, regulation or law, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs.

- 8.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement, and anything contained herein, and any and all negotiations, documents, and discussions associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to seek court approval of this Settlement Agreement, to give effect to and enforce the provisions of this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise permitted by law.

Section 9 Termination of Settlement Agreement

- 9.1 The Parties expressly reserve all their respective rights and may terminate this Settlement Agreement in the event that:
- (a) the Court declines to certify the Proceedings for the purposes of settlement;
 - (b) the Court declines to approve this Settlement Agreement or any material part thereof or approves this Settlement Agreement in a materially modified form;
 - (c) the Court issues an order approving the settlement that is not substantially in the form attached to this Settlement Agreement as **Schedule D**; or
 - (d) the Settlement Approval Order does not become a final order.
- 9.2 Any order, ruling or determination with respect to Class Counsel Fees, Honourarium or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.
- 9.3 If material parts of the Settlement Agreement are not approved, or if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, or if terminated in accordance with **section 9.1**, then:
- (a) this Settlement Agreement shall become null and void and shall have no further force or effect except as provided for in **section 9.4** (Survival of Provisions after Termination);
 - (b) the Parties shall be restored to their respective positions in the Proceedings immediately prior to reaching the settlement. In particular, the proposed Amended

Notice of Civil Claim shall not be filed and each of the Proceedings shall proceed independently as currently pleaded;

- (c) any order by the Court certifying the Proceedings for the purposes of settlement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and shall be without prejudice to any position of any of the Parties on any issue in the Proceedings or any other proceeding; and
- (d) documents or communications related to the settlement (including the minutes of settlement, and this Settlement Agreement) shall have no force or effect, with all applicable privilege protections maintained, and not be admissible in evidence for any purpose in the Proceedings or in any other proceeding.

9.4 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of this Section and Sections 8 and 13.5 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of those aforementioned sections, within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 10 Administration

10.1 Class Counsel will be responsible for:

- (a) responding to inquiries from Class Members;
- (b) receiving and maintaining Class Member correspondence regarding opting out of the Proceedings and objections to the Settlement;
- (c) posting Notice on Class Counsel's website;
- (d) disbursing the Settlement Amount in accordance with the Distribution Protocol.

10.2 The costs of such administration are included in the Class Counsel Fees.

10.3 The Parties will cooperate to send Notice in accordance with section 11 by email to potential Class Members in Canada for whom the Defendants can identify email addresses. The Defendants shall provide the email addresses they can identify for all TikTok users contemplated by the Class to Class Counsel or an administrator that has the technical ability to effectively send notice to addressees, subject to a confidentiality agreement satisfactory to Defence Counsel and Class Counsel. The email addresses provided by the Defendants may only be used by Class Counsel or the administrator for the purpose of distributing the Court approved Notice.

Section 11 Notice of the Settlement Approval Hearing

- 11.1 Class Members will be given Notice of this Settlement Agreement and (i) the certification of the Proceedings against the Defendants for settlement purposes, (ii) the hearing at which Court will be asked to approve the Settlement Agreement, and, if brought contemporaneously, (iii) the requests to approve Class Counsel Fees and Honourarium to the Plaintiffs.
- 11.2 The Notice described in section 11.1 will be in the form attached as Schedule B (short form, long form and in-platform form) or as otherwise agreed by Class Counsel and Defence Counsel and approved by the Court, or in a form ordered by the Court.
- 11.3 The Notice shall be disseminated in English and French within twenty (20) business days (unless otherwise specified) following the issuance of the Certification and Notice Approval Order or as soon as reasonably possible thereafter, in the following manner, unless otherwise ordered by the Court:
- (a) sent by email by Class Counsel or an administrator to the email addresses identified by the Defendants for Class Members;
 - (b) sent by email by Class Counsel to any class member that has registered with them regarding this action;
 - (c) posted on Class Counsel's website;
 - (d) published on one occasion in a 1/8 of a page advertisement in the Globe & Mail (national edition, in English) and the Journal de Montréal (in French); and
 - (e) sent by the Defendants on one occasion as a notification to potential Class Members on the TikTok platform ("In-Platform Notice") within forty (40) business days following the issuance of the Certification and Notice Approval Order or as soon as reasonably possible thereafter.
- 11.4 All costs associated with the publication of the Notice shall be paid from the Settlement Amount.
- 11.5 If any court requires that additional notice be published, the Parties agree that the costs shall be paid from the Settlement Amount and the terms of payment shall follow the same procedure as for the Notice of the settlement approval hearing.
- 11.6 The Defendants shall not have any responsibility for the costs of the Notice or any additional notice required by any court, except for any internal costs associated with the provision of email addresses and In-Platform Notice.

Section 12 Opt-Outs

- 12.1 Persons who want to opt out of the Proceedings must do so by sending a written election to opt out ("**Election**") by pre-paid mail, courier or email to Class Counsel at an address

identified in the Notice. An Election to opt out will only be valid if it is received by Class Counsel at the designated address on or before the Opt-Out Deadline.

- 12.2 The Election must be signed by the person who wishes to opt out and either (i) in the form attached as **Schedule C** or (ii) contain the following information in order to be valid:
- (a) the person's full name, current address and telephone number;
 - (b) proof of class membership in the form of their TikTok user name;
 - (c) a statement to the effect that the person wishes to be excluded from the Proceedings; and
 - (d) the reasons for opting out.
- 12.3 Opt-out forms or documents that purport to opt out multiple Class Members, or so-called "mass" or "class" opt-outs, shall not be permitted.
- 12.4 Class Counsel shall provide Defence Counsel with copies of all Elections or opt-out forms received by Class Counsel within five (5) business days of receipt.
- 12.5 Upon the Settlement Approval Order becoming final, any Class Member who has not opted out of the Proceedings shall be bound by the terms of the Settlement Agreement.
- 12.6 With respect to any potential Class Member who validly opts out from the Proceedings, the Defendants reserve all of their legal rights and defences.

Section 13 Miscellaneous

- 13.1 The Recitals set out herein are incorporated with and form part of this Settlement Agreement.
- 13.2 The Schedules annexed hereto form part of this Settlement Agreement.
- 13.3 Class Counsel or Defence Counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement. All applications contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to counsel for the Parties.
- 13.4 Except as otherwise provided herein, the Parties shall bear their own respective costs of the Proceedings and the approval and implementation of the Settlement Agreement. The Defendants have no liability with respect to the administration of the Settlement Amount.
- 13.5 This Settlement Agreement shall be governed by, construed, and interpreted solely in accordance with the laws of the Province of British Columbia.
- 13.6 The Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in

principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

- 13.7 This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto.
- 13.8 This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made by the Defendants shall be binding upon all of the Releasees.
- 13.9 This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.
- 13.10 Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.
- 13.11 This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronically transmitted signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.
- 13.12 Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Proceedings:

Anthony Vecchio QC
Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

With a copy by email to:
Mathew Good (mat@godbarrister.com) and

Kevin McLaren (kmclaren@hammerco.ca)

For the Defendants:

Thomas Gelbman
Osler, Hoskin & Harcourt LLP
1055 West Hastings Street
Suite 1700, The Guinness Tower
Vancouver, BC V6E 2E9

tgelbman@osler.com

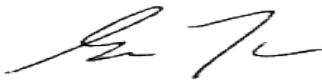
13.13 Date of Execution: The Parties have executed this Settlement Agreement as of the date on the cover page.

13.14 English Language: It is the express wish of the parties that this Settlement Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés seulement en anglais.*

FOR PLAINTIFFS AND FOR CLASS COUNSEL:



Name: Kevin McLaren
Hammerco Lawyers LLP
Solicitor for A.C. by her litigation guardian Robert Cronk



Name: Saro Turner
Slater Vecchio LLP
Solicitor for Lisa Thomas

FOR THE DEFENDANTS:



Name: Thomas Gelbman

Osler, Hoskin & Harcourt LLP

Solicitors for TikTok Inc. and TikTok Pte Ltd.

SCHEDULE A

No. S-209073
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

LISA THOMAS

PLAINTIFF

and

TIKTOK INC and TIKTOK PTE LTD

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE EDELMANN } 28/OCT/2021

ON THE APPLICATION of the plaintiff, Lisa Thomas, coming on for hearing at Vancouver, BC on October 27 and 28, 2021; and on hearing Mathew P. Good, Kevin McLaren, Saro Turner, and Alexia Majidi jointly for the plaintiff Lisa Thomas and the plaintiff A.C. by her litigation guardian Robert Cronk in *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.* SCBC Vancouver Registry No. VLC-S-S-193384; and Thomas Gelbman and Carla Breadon for the defendants;

THIS COURT ORDERS that:

1. For the purposes of the Order, except to the extent that they are modified in this Order, the definitions set out in the settlement agreement dated July 13, 2021, as amended by consent of the parties (“**Settlement Agreement**”), and attached as **Schedule A** to this Order, apply to and are incorporated into this Order;
2. This action, as set out in the Proposed Amended Notice of Civil Claim, in the form attached as Schedule B to this Order, is certified as a class proceeding as against the Defendants for settlement purposes only;
3. The Proposed Amended Notice of Civil Claim shall not be filed with the Court by the Plaintiffs unless and until the Court grants final approval of the Settlement Agreement;
4. The class is defined as: “All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform on or before the date of certification” (the “**Class**” and “**Class Members**”);
5. The included subclass is defined as: “All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform at any time on or before the date of certification while under the age of majority in their province” (the “**Subclass**”);
6. Lisa Thomas is appointed the representative plaintiff on behalf of the Class, and A.C. by her litigation guardian Robert Cronk is appointed the representative plaintiff on behalf of the Subclass;
7. Mathew P Good Law Corporation, Hammerco Lawyers LLP and Slater Vecchio LLP are appointed class counsel on behalf of the Class (“**Class Counsel**”);
8. The following common issue is certified:

Was the privacy of Class Members breached by any of the Defendants during the Class Period in the operation of the TikTok App?
9. Notice is approved in the form set out as Schedule B to the Settlement Agreement;

10. Notice of certification will be distributed as provided for by Section 11 of the Settlement Agreement;
11. The stay of proceeding in *A. C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.* SCBC Vancouver Registry No. VLC-S-S-193384 is extended pending the approval of the settlement in this action, by consent.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

.....
Signature of
Lawyer for Class

.....
Signature of Thomas Gelbman
Lawyer for the Defendants TikTok Inc. and TikTok Pte Ltd.

By the Court.

.....
Registrar

SCHEDULE A
[Settlement Agreement]

SCHEDULE B

Amended by Order of Justice Edelman, made [DATE], 2021

No. S-209073
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

LISA THOMAS

PLAINTIFF

and

BYTEDANCE LTD, TIKTOK LTD, TIKTOK LLC,
TIKTOK INC and TIKTOK PTE LTD

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

AMENDED NOTICE OF CIVIL CLAIM

(TikTok - Tracking Privacy Breaches)

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

THE PLAINTIFF'S CLAIM

Part 1: STATEMENT OF FACTS

Overview

1. TikTok Inc. is an American company that operates a video social networking app, originally named *Musical.ly* and currently named *TikTok* (the “App”). The App collects information from its users, including but not limited to email addresses, phone numbers, usernames, first and last names, short biographies, biometric data, geolocation data and a profile picture (the “Private Information”).

2. Among the users of the App users are children under the age of majority (the “Underage Users”). The Defendants collected, used, retained, and commercialized the Private Information

of Underage Users without obtaining parental consent of the Underage Users, and profited from it. The Defendants' wrongful acts violated the *Privacy Act*, RSBC 1996, c 373, the *Infants Act*, RSBC, c 223, and related enactments, and unjustly enriched it at the expense of Underage Users.

3. In addition, for at least 18 months prior to November 18, 2019, ByteDance Ltd and its subsidiaries (collectively, "ByteDance") TikTok Inc. and TikTok Pte. Inc. deliberately intercepted, collected, recorded and exploited the personal information of people using the TikTok App on Google's Android mobile operating system ("AndroidOS"), in contravention of Google's policies. Despite Google's policies prohibiting the collection of unique device identifiers known as MAC addresses (further defined below), TikTok not only deliberately collected device MAC addresses through the exploitation of a bug in AndroidOS, but also added an extra layer of data encryption to the TikTok App designed to conceal this violation of user privacy from Google and users. Users of the TikTok App are not given an option to consent to the collection of their device's MAC address, and it would be unknown to them that this data collection was occurring.

4. Furthermore, the Defendants have used automated software, proprietary algorithms, AI, facial recognition, and other technologies to commercially profit from Plaintiff's and Class Members' identities, unique identifying information, biometric data and information, images, video and digital recordings, audio recordings, clipboard data, geolocation, names, e-mail addresses, passcodes, social media accounts, messaging services, telephone numbers, and other private, non-public, viewing history, digital activities, or confidential data and information, or meaningful combinations thereof, all of which is **Private Information**, as more fully set out below. Some or all of the Private Information has been surreptitiously transmitted to China. All of this is done without the knowledge or consent of users, including the Plaintiff's and Class Members.

5. TikTok ByteDance's deliberate and clandestine practices intentionally invade Class Members' privacy solely to enrich ByteDance the Defendants, primarily through the sale of advertising. TikTok ByteDance's unlawful acts violated the *Privacy Act*, RSBC 1996, c 373 and related enactments. Through this suit, Canadians (outside Quebec) seek to hold ByteDance the Defendants accountable for this misconduct.

The Parties

2. ~~The defendant ByteDance Ltd (字节跳动有限公司), is a company incorporated in the Cayman Islands with a principal place of business at Xueyuan S Rd, Shuangyushu, Haidian District, China, 100080, and an address for service at PO Box 31119, Grand Pavilion Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 1205, Cayman Islands. ByteDance Ltd is the management entity for the TikTok app. ByteDance Ltd carries on business worldwide, including in British Columbia and Canada, by making the TikTok app available to Canadian users and selling advertising to Canadian businesses.~~

3. ~~The defendant TikTok Ltd is a company incorporated in the Cayman Islands, with a subsidiaries based in the United States and elsewhere. TikTok Ltd is a wholly owned subsidiary of ByteDance Ltd, and has an address for service at PO Box 31119, Grand Pavilion Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 1205, Cayman Islands. TikTok Ltd carries on business worldwide, including in British Columbia and Canada, by making the TikTok app available to Canadian users and selling advertising to Canadian businesses.~~

4. ~~TikTok LLC is an American limited liability corporation registered in the state of Delaware, with an address for service c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808 USA. TikTok LLC is a wholly owned subsidiary of TikTok Ltd. TikTok LLC carries on business worldwide, including in British Columbia and Canada, by making the TikTok app available to Canadian users and selling advertising to Canadian businesses.~~

5.6. ~~TikTok Inc is an American company incorporated in Delaware with an address for service c/o Harvard Business Services, Inc., 16192 Coastal HWY, Lewes, Delaware, 19958 USA. TikTok Inc is a wholly-owned subsidiary of ByteDance Ltd. TikTok Inc carries on business worldwide, including in British Columbia and Canada, by making the TikTok App available to Canadian users and selling advertising to Canadian businesses.~~

6.7. ~~TikTok Pte Ltd is a company incorporated pursuant to the laws of Singapore with an address at 8 Marine View, #43-00, Asia Square Tower 1, Singapore 018960. TikTok Pte Ltd is a wholly-owned subsidiary of TikTok Ltd, and carries on business worldwide, including in British~~

Columbia and Canada, by making the TikTok App available to Canadian users and selling advertising to Canadian businesses.

~~7.8. Together, ByteDance Ltd, TikTok Ltd, TikTok LLC, TikTok Inc, and TikTok Pte Ltd are “ByteDanceTikTok” and the “Defendants”. Each of the Defendants was an agent of the other for the purposes of developing, distributing, and operating the TikTok app. All The Defendants participated in the provision of the TikTok App to users and advertisers in Canada and the collection of MAC addresses Private Information at issue in this proceeding, as set out below. The precise roles of each of the Defendants are well known to them.~~

8.9. The Plaintiff Lisa Thomas is a resident of British Columbia. At all material times she was a user of the TikTok App on AndroidOS devices, including a Samsung S10. Until the public revelations of TikTok’s misconduct regarding MAC addresses, she was unaware that the Defendants had collected the unique MAC address of the AndroidOS devices she used to access the TikTok App. She was similarly unaware that the Defendants used this unique identifier to track her activity. She did not consent to collection of her MAC address or her Private Information.

9.10. The Plaintiff brings this claim on her own behalf and on behalf of:

All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform on or before the date of certification

~~all individuals in Canada, other than Excluded Persons and residents of Quebec, who used the TikTok app on AndroidOS devices from the date ByteDance began collecting MAC addresses of such individuals until the date this action is certified as a class proceeding (the “Class”, “Class Members” and “Class Period”), and an included Subclass of:~~

All physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform at any time on or before the date of certification while under the age of majority in their province (the “Subclass” and “Subclass Members”).

~~Excluded Persons means:~~

- ~~1. Directors and officers of ByteDance and their immediate families;~~
- ~~2. Counsel for the parties, and the case management and trial judge in this proceeding, and their immediate families.~~

The Underage User Allegations

Collection of Children's Private Information by the Defendants

11. Since at least 2014, TikTok Inc. has operated the App. The App is available to download from Apple's App Store, the Google Play Store, and the Amazon Appstore, but generates revenue for the Defendants through various means. Since 2014, over 200 million users have downloaded the App worldwide, including in Canada.

12. To register for the App, users provide their email address, phone number, username, first and last name, a short bio, and a profile picture. Between December 2015 and October 2016, the Defendants collected geolocation information from users of the App.

13. Commencing in July 2017, TikTok requests age information from new users during the registration process for an App account, and prevents individuals who indicate that they are under 13 from creating accounts. The Defendants did not request age information for existing users who had already created App accounts prior to July 2017.

14. The App provides a platform for users to create videos and then synchronize them with music or audio clips from either the App's online music library or music stored on the user's device. The App's online library has millions of song tracks, including songs from popular children's movies and songs popular among tweens and younger children. The App offers simple tools to create and edit videos. Once the video is completed, the user has the option to name the video with a title before posting and sharing the video publicly.

15. In addition to creating and sharing videos, the App provides a platform for users to connect and interact with other users. Users can comment on the videos of other users, and have the option to "follow" other users' accounts so that they can view more of their videos in the future. Popular users can have millions of "fans" following their accounts. A user's account is set to public by default, which means that a user's profile bio, username, profile picture, and videos are public and searchable by other users. Users have the option to set their accounts to "private"

so that only approved followers can view their videos; however, users' profiles, including usernames, profile pictures and bios, remain public and searchable by other users.

16. The App also allows users to send direct messages to communicate with other users. These direct messages can include colorful and bright emoji characters ranging from animals, smiley faces, cars, trucks, and hearts, among many others. By default, an App user can direct message any other user.

17. Until October 2016, the App had a feature where a user could tap on the "my city" tab, which provided the user with a list of other users within a 50-mile radius, and with whom the user could connect and interact with by following the user or sending direct messages.

18. The Defendants were aware that Underage Users were using the App. As of at least October 2016, on the Musical.ly websites, it has provided parents guidance about their child's use of the App. Until April 2017, the webpage stated, for example, "If you have a young child on Musical.ly, please be sure to monitor their activity on the App."

19. The App does not provide a function for users, including Underage Users, to close their accounts, and instead requires users to send an email to the Defendants to close their accounts.

20. In December 2016, a third party publicly alleged in an interview with the cofounder of the App that seven users whose accounts were among the most popular in terms of followers appeared to be children under 13. Shortly thereafter, the Defendants then reviewed its most popular users and determined an additional 39 appeared to be under 13. In February 2017, the Defendants sent messages to these 46 users' email addresses telling users under 13 to edit their profile description to indicate that their accounts were being run by a parent or adult talent manager. The Defendants did not take any steps to ensure that the person who was responding to the request was a parent and not the child user.

21. In December 2017, ByteDance Ltd. acquired Musical.ly Inc. In August 2018, the Musical.ly app was merged with the App under the TikTok name. Musical.ly Inc. continued to operate the merged app.

22. The Defendants' decision to collect Private Information from Underaged Users was planned and deliberate, and was made knowing that Underaged Users had not consented to or were capable of consent, and were not aware of the implications of the collection, and that their

guardians were likewise not aware and had not consented to the collection of the Private Information.

23. The Defendants collected, retained and used the Private Information of Underaged Users for its own benefit.

24. The collection, retention and use of the Private Information of Underaged Users by the Defendants was unauthorized.

25. As a result of the unauthorized collection, retention and use of the Private Information of Underaged users, Subclass Members have been deprived by:

- a) suffering a loss and violation of privacy;
- b) being unfairly induced into making in-App purchases; and
- c) suffering an increased risk of exploitation by adults.

26. As a result of the unauthorized collection, retention and use of the Private Information of Underaged Users by the Defendants, they have been enriched by:

- a) selling advertisements to third parties on the basis of the Private Information;
- b) selling the Private Information to third parties;
- c) selling customer profiles of Underaged Users containing Private Information to third parties;
- d) profiting from in-App purchases made by Underaged Users.

27. Collecting, retaining and using the Private Information was in the Defendants' economic interest, and provided them with a competitive advantage in the marketplace.

28. The Defendants have admitted collecting the Private Information from Underaged Users, and did not take proper, or any, steps to remove the Private Information of Underaged Users who it knew were using the App.

29. The Defendants operated from, amongst other jurisdictions, the United States. The United States *Children's Online Privacy Protection Act* (COPPA) requires that websites and online services directed to children obtain parental consent before collecting personal information

from children under the age of 13. The Google Play Store, Apple Store, and Amazon App store terms explicitly incorporated COPPA regardless of an end user's location.

30. Despite the explicit provisions of COPPA, the Defendants collected Private Information from Underage Users without parental consent.

31. On February 27, 2019, the Defendants agreed to pay a \$5.7 million fine to settle a US Federal Trade Commission complaint alleging breaches of COPPA in the United States. At that time, the fine was the largest civil penalty ever collected in a case involving protection of children's privacy.

The MAC Address Allegations

MAC Addresses and Unique Identifiers

~~10~~32. A media access control address (“**MAC address**”), also known as a “physical address” or a “burned-in address” is a unique identifier assigned by the manufacturer to the wired or wireless network chip used to access a data network over Ethernet, WiFi, or Bluetooth. A MAC address is unique to a device, and can be used to track that device. Typically, the user of a device cannot change the MAC address assigned to their device.

~~11~~33. Because a MAC address is both unique and unchanging, it can be used to track a user even if they opt out of data tracking, set the AndroidOS system settings to prevent apps from tracking them, reset their assigned unique advertising ID, or delete an app and reinstall it later.

~~12~~34. MAC addresses are personal information deserving of protection. In particular, MAC addresses need to be kept separate from a person's real name, registered name, physical location and biographical details. Otherwise, the combination of some or all of that information with a MAC address permits the data holder to track and monitor users across a wide spectrum of services, even when users have legitimately attempted to protect their privacy.

Google Policies Prohibit Collection of MAC Addresses on AndroidOS Devices

~~13~~35. Since at least 2015, both Google and Apple have banned the collection of MAC addresses by apps available on the Google Play Store and the iOS App Store, respectively.

Google explicitly prohibits collecting MAC addresses in its best practices, and designed AndroidOS 6.0 and up to prevent apps from collecting MAC addresses:

Don't work with MAC addresses

MAC addresses are globally unique, not user-resettable, and survive factory resets. For these reasons, it's generally not recommended to use MAC address for any form of user identification. Devices running Android 10 (API level 29) and higher report randomized MAC addresses to all apps that aren't device owner apps.

Between Android 6.0 (API level 23) and Android 9 (API level 28), local device MAC addresses, such as Wi-Fi and Bluetooth, **aren't available via third-party APIs**. The `WifiInfo.getMacAddress()` method and the `BluetoothAdapter.getDefaultAdapter().getAddress()` method both return `02:00:00:00:00:00`.

Additionally, between Android 6.0 and Android 9, you must hold the following permissions to access MAC addresses of nearby external devices available via Bluetooth and Wi-Fi scans:

Method/Property	Permissions Required
<code>WifiManager.getScanResults()</code>	<code>ACCESS_FINE_LOCATION</code> or <code>ACCESS_COARSE_LOCATION</code>
<code>BluetoothDevice.ACTION_FOUND</code>	<code>ACCESS_FINE_LOCATION</code> or <code>ACCESS_COARSE_LOCATION</code>
<code>BluetoothLeScanner.startScan(ScanCallback)</code>	<code>ACCESS_FINE_LOCATION</code> or <code>ACCESS_COARSE_LOCATION</code>

~~14.36.~~ Google Play Store policies warn developers that they must seek “explicit consent of the user” before associating an advertising identifier with “personally-identifiable information or ... any persistent device identifier”.

~~15.37.~~ At all material times, ~~ByteDance was~~ the Defendants were aware of these prohibitions and restrictions on the collection of MAC addresses by Google for apps, including the TikTok App, distributed through the Google Play Store for AndroidOS devices.

~~16.38.~~ Users’ MAC addresses were not necessary to the operation of the TikTok App.

Underaged Users

~~17.~~ ~~ByteDance makes the TikTok app available to users between the ages of 13 and the age of majority (“Underaged Users”). The Defendants do not require parental consent for such users and have treated them in the same manner as users of the age of majority. Underaged Users are Class Members and part of the Class.~~

ByteDance's The Defendants' Collection of MAC Addresses from TikTok Users

~~18.39.~~ From a date currently unknown to the Plaintiff, but well known to the Defendants, the Defendants ByteDance exploited a bug in AndroidOS to circumvent the restriction against collecting MAC addresses from users of the TikTok App on AndroidOS devices, including the Plaintiff and Class Members.

~~19.40.~~ Further, to conceal its wrongdoing, ~~ByteDance~~ the Defendants employed an extra layer of data encryption to obscure the fact that it was collecting users' MAC addresses from Google and users.

~~20.41.~~ TikTok App users, including the Plaintiff and Class Members, had no knowledge that ~~ByteDance~~ the Defendants had collected a device's MAC address and was using this to track the user's activities. TikTok App users, including the Plaintiff and Class Members, did not and were not given any opportunity to consent to ~~ByteDance~~ the Defendants collecting or using their MAC addresses.

~~21.42.~~ ~~ByteDance~~ The Defendants acted deliberately to devise a scheme to surreptitiously collect the MAC addresses and exploit them for its own benefit. The Defendants ~~ByteDance~~ collected, retained, and used the MAC addresses for ~~its~~ their own benefit.

~~22.43.~~ The particulars of what the Defendants ~~ByteDance~~ have done with users' MAC addresses are well known to the Defendants, but necessarily include cross-referencing it against users' names and profiles, and user activity, on the TikTok App, to compile granular and invasive profiles of users. In addition, the Defendants ~~ByteDance~~ have used the MAC addresses to compile lists of devices associated with a user, and monitor and track users across devices. The Defendants ~~ByteDance~~ have exploited that information to sell advertising, user profiles, and personal information to third parties for its own profit.

~~23.44.~~ As a result of the unauthorised collection, retention, and use of the MAC addresses, the Plaintiff and Class Members have been deprived by suffering a loss and violation of privacy, which has an economic value to them and to the Defendants.

24.45. As a result of the unauthorised collection, retention, and use of the MAC addresses, the Defendants ByteDance have been economically enriched by:

- a. selling advertising to third parties on the basis of the MAC addresses for display to users of the TikTok App;
- b. selling the MAC addresses and associated data to third parties;
- c. selling customer profiles containing the MAC addresses and associated data to third parties;
- d. advancing its own research and development agenda, turning users into unwitting test subjects, to profit its own commercial interests; and
- e. permitting the Defendant ByteDance to track and exploit users across services, including beyond the TikTok App.

25.46. Collecting, retaining, and using the MAC addresses was in the Defendants' ByteDance's economic interest, and provided it with a competitive advantage in the marketplace and it profited by it.

26.47. The Defendants' ByteDance's actions were unconscionable. In circumstances in which The Defendants ByteDance's completely controls the operation of the TikTok App, and where users have no visibility into its mechanism of action, it took advantage of its position of power over users to exploit them and benefit itself. The Defendant ByteDance took advantage of the inability of users, including the Plaintiff and Class Members, to protect their own interests because of ignorance or inability to understand the existence, nature or character of its collection of MAC addresses.

27.48. The Defendants' ByteDance's actions breached the *Criminal Code of Canada*, sections 402.1 and 402.2(2). These gross violations of privacy negate any justification, which is denied, for its collection of MAC addresses.

28.49. The Defendants' ByteDance's wrongdoing became public on about August 11, 2020, when the *Wall Street Journal* broke the story.

Unauthorised Collection of Private Information

50. In addition to and separately from the collection of Private Information from Underaged Users and the wrongdoing related to MAC addresses, the Defendants have collected, manipulated and used the Private Information of Class Members in breach of privacy.

Mechanics and Scope of Private Information Collection

51. The Defendants require that users provide certain Personal Information before users can create or post videos. The Defendants collect user videos by transferring any video created by a user, including videos that are not shared publicly, to a domain controlled by the Defendants: muscdn.com. The taking of private videos is not disclosed to users. The App also takes user and device information by infiltrating mobile devices to access and extract further Private Information.

52. The Defendants transmit physical location data and video viewing histories to third parties without users' knowledge or consent. For example, where a user is physically situated at different times, what videos a user views, when a user views videos, and which videos a user "like" is transmitted to Facebook for the purpose of formulating targeted advertising to users. The taking of Private Information begins after the downloading process but before a user creates an account or videos, and continues even after a user closes the app. The Defendants access Private Information created outside of an unrelated to the App by accessing, for example, the clipboard on users' devices, private messaging apps, and other sensitive data and information.

53. The Defendants also record and collect biometric information, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which allows recording of race, gender and age related information. The Defendants apply facial and voice recognition technology to TikTok videos. Biometric information, a sub-group of Personal Information, is collected to further enhance and augment complex algorithms that track and record profiles of users.

Exploiting the Private Information of Users

54. The Defendants create a dossier of private and personally identifiable and content for each TikTok user for their own economic and financial gain. Through their unlawful collection of Private Information, the Defendants analyse users' consumption habits, and preferences, which in turn makes targeting them with advertising more efficient, effective, and lucrative. The Defendants unlawfully earn and continue to earn profits and revenues from the collection of Private Information.

55. The Defendants also transfer the Private Information outside the care and control of their United States and Singapore-based corporate personalities, without user consent or notice, which creates a risk of use of the Private Information by the Government of China. The Defendants' privacy policy does not advise nor seek consent from users that their Personal Information will be transferred to China, for any purpose. Further, or in the alternative, the Defendants transfer users' Personal Information to other tech giants based in China, such as Tencent Holdings Limited and Alibaba Holding Group Limited in exchange for undisclosed commercial benefit to the Defendants.

Part 2: RELIEF SOUGHT

On behalf of all Class Members

~~29.56.~~ An order certifying this action as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c 50;

~~30.57.~~ Statutory damages for breach of the *Privacy Act BC* for residents of British Columbia;

~~31.58.~~ Statutory damages or disgorgement for breach of the *Privacy Act SK* for residents of Saskatchewan;

~~32.59.~~ Statutory damages or disgorgement for breach of the *Privacy Act MB* for residents of Manitoba;

~~33.60.~~ Statutory damages or disgorgement for breach of the *Privacy Act NL* for residents of Newfoundland & Labrador;

~~34.61.~~ Damages for the tort of intrusion upon seclusion for residents of Yukon, Northwest Territories, Alberta, Nunavut, Ontario, New Brunswick, Nova Scotia and Prince Edward Island;

~~35.~~ ~~Statutory compensation under the *Infants Act*, RSBC 1996, c 223, s 20 and related enactments;~~

62. Disgorgement of all benefits received by the Defendants attributable to the unauthorised collection, retention, and use of the Private Information;

~~36.63.~~ Punitive damages;

64. An injunction to restrain the impugned practices by the Defendants;

65. In addition or in the alternative, a declaration and an injunction to restrain or prohibit further collection, retention, use or disclosure of Private Information from Underage Users, under the *Business Practices and Consumer Protection Act*, s 172;

~~37.66.~~ Interest on all amounts under the *Court Order Interest Act*, RSBC 1996, c 79;

On behalf of Subclass Members

67. A declaration that any agreement by an Underage User for the collection, retention, use or disclosure of Private Information is unenforceable under the *Infants Act*, s 19;

68. Statutory compensation under the *Infants Act*, s 20.

~~38. An injunction to restrain the impugned practice by the Defendants;~~

~~39. Interest under the *Court Order Interest Act*, RSBC 1996, c 79;~~

~~40-70.~~ Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

~~41.71.~~ The Plaintiff pleads and relies on the *Class Proceedings Act*, the *Privacy Act BC* and related enactments, the *Infants Act* and related enactments, the *Court Jurisdiction and Proceedings Transfer Act*, and the *Supreme Court Civil Rules*.

Breach of the Privacy Act (BC)

~~42.72.~~ The *Privacy Act*, RSBC 1996, c 373, s 1 creates a tort, actionable without proof of damage, where a person, wilfully and without a claim of right, violates the privacy of another.

~~43.73.~~ The Defendants' acts as set out above constituted "eavesdropping or surveillance" on Class Members within the meaning of the *Privacy Act BC*, s 1(4).

~~44.74.~~ The Defendants breached the *Privacy Act BC*, s 1 and the Plaintiff and Class Members' privacy as set out above when they collected, retained and used MAC addresses Private Information from the Plaintiff and Class Members wilfully and without a claim of right.

~~45.75.~~ The Plaintiff and Class Members resident in British Columbia are entitled to statutory damages as a result of the Defendants' breaches under the *Privacy Act BC*, s 1.

Breach of the Privacy Act (SK)

~~46.77.~~ The *Privacy Act*, RSS 1978, c P-24, s 2 creates a tort, actionable without proof of damage, where a person, wilfully and without a claim of right, violates the privacy of another.

~~47.78.~~ The Defendants' acts as set out above constituted "eavesdropping" or "surveillance" on Class Members within the meaning of the *Privacy Act SK*, s 3(a).

~~48.79.~~ The Defendants breached the *Privacy Act SK* and Class Members' privacy as set out above when they collected, retained and used Private Information MAC addresses from Class Members wilfully and without a claim of right, and without Class Members' consent, express or implied.

~~49.80.~~ By their conduct set out above, the Defendants has breached the *Privacy Act SK*, ss 2 and 3(c).

~~50-81.~~ Class Members resident in Saskatchewan are entitled to statutory damages as a result of the Defendants' breaches under the *Privacy Act SK*, s 2 under s 7(a) or disgorgement under s 7(c).

Breach of the Privacy Act (MB)

~~51-82.~~ The *Privacy Act*, CCSM, P125, s 2 creates a tort, actionable without proof of damage, where a person to substantially, unreasonably, and without claim of right, violates the privacy of another.

~~52-83.~~ The Defendants' acts as set out above constituted "eavesdropping" or "surveillance" on Class Members within the meaning of the *Privacy Act MB*, s 3(a).

~~53-84.~~ The Defendants breached the *Privacy Act MB* and Class Members' privacy as set out above when they collected, retained and used Private Information ~~MAC addresses~~ from Class Members wilfully and without a claim of right, and without Class Members' consent, express or implied.

~~54-85.~~ Class Members resident in Manitoba are entitled to statutory damages as a result of the Defendants' breaches under the *Privacy Act MB*, s 2 under s 4(1)(a) or disgorgement under s 4(1)(c).

Breach of the Privacy Act (NL)

~~55-86.~~ The *Privacy Act*, RSNL 1990, c P-22, s 3(1) creates a tort, actionable without proof of damage, where a person, willfully and without a claim of right, violates the privacy of an individual (natural person).

~~56-87.~~ The Defendants' acts as set out above constituted "eavesdropping" or "surveillance" on Class Members within the meaning of the *Privacy Act NL*, s 4(a).

~~57-88.~~ The Defendants breached the *Privacy Act NL* and Class Members' privacy as set out above when they collected, retained and used Private Information ~~MAC addresses~~ from Class Members wilfully and without a claim of right, and without Class Members' consent, express or implied.

~~58.89.~~ By their conduct set out above, the Defendants have breached the *Privacy Act* NL, ss 3 and 4(c).

~~59.90.~~ Class Members resident in Newfoundland and Labrador are entitled to statutory damages as a result of the Defendants' breaches under the *Privacy Act* NL, s 3 under s 6(1)(a) or disgorgement under s 6(1)(c).

Intrusion upon Seclusion

~~60.91.~~ For Class Members resident in Ontario and other common law provinces except British Columbia, Saskatchewan, Manitoba and Newfoundland and Labrador, it is a tort, actionable without proof of harm, for a defendant to:

- a. intentionally or recklessly;
- b. invade a plaintiff's private affairs or concerns;
- c. without lawful justification;
- d. where a reasonable person would regard the invasion as highly offensive, causing distress, humiliation or anguish.

~~61.92.~~ As set out above, through their unauthorized interception, collection, and recording and exploitation of Class Members' Private Information~~MAC~~ addresses, the Defendants committed the tort of intrusion upon seclusion against Class Members. The Defendants intentionally, or at a minimum recklessly, invaded the private affairs or concerns of the Class Members. The Defendants' actions were without lawful justification. A reasonable person would regard the invasion as highly offensive, causing distress, humiliation or anguish.

~~62.93.~~ These Class Members are entitled to damages as a result of the Defendants' tortious acts.

Breaches of the Business Practices and Consumer Protection Act ("BPCPA")

94. The Defendants have breached the *BPCPA*.

95. The Plaintiff and Class Members used the App for purposes that are primarily personal, family or household and are "consumers" within the meaning of s. 1 of the *BPCPA*.

96. The App is a “good” or “service” within the meaning of s. 1 of the *BPCPA*.

97. The Defendants are a “supplier”, within the meaning of s. 1 of the *BPCPA*. The *BPCPA* does not require privity of contract between suppliers and consumers.

98. The use of the App is a “consumer transaction”, within the meaning of s. 1 of the *BPCPA*.

99. By its conduct set out above, the Defendants breached ss. 4, 5, 8 and 9 of the *BPCPA*. The Defendants’ actions constitute unfair and unconscionable business practices.

100. The Plaintiff and Class Members have suffered loss within the meaning of s. 171 of the *BPCPA* as a result of the Defendants’ contraventions of the *BPCPA*.

101. The Defendants engaged in or acquiesced to the contraventions that caused the loss and damage to the Plaintiff and Class Members, within the meaning of s. 171 of the *BPCPA*.

102. The Plaintiff and Class Members are entitled to damages under s. 171 of the *BPCPA*.

103. The Plaintiff and Class Members are entitled to a declaration to proclaim the Defendants’ wrongdoing and an injunction to restrain further abuses, under the *BPCPA*, s 172.

104. The Plaintiff and Class Members rely upon parallel provisions and the common law in the other provinces and territories of Canada. Class Members resident outside British plead and rely on *inter alia*: *Consumer Protection Act*, RSA 2000, c C-26.3; *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2; *Consumer Protection Act*, CCSM c C200; *Consumer Protection Act*, 2002, SO, c 30, Sch A; *Consumer Protection Act*, CQLR c P-40.1; *Consumer Protection Act*, RSNS 1989, c 92; *Consumer Protection Act*, RSPEI 1988, c C-19; *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; *Consumers Protection Act*, RSY 2002, c 40; *Consumer Protection Act*, RSNWT 1988, c C-17; and *Consumer Protection Act*, RSNWT 1988 (Nu), c C-17; each as amended from time to time and with regulations in force at material times.

Unlawful Means Tort

105. By its conduct set out above, the Defendants intended to injure the Plaintiff and Class members through the collection of Private Information as a means to enrich itself. The Defendants acted unlawfully against Google, Apple and Amazon by breaching their policies in order to inflict injury on the Plaintiff and Class Members. Google, Apple, and Amazon did or would have suffered loss as a result, and would have a cause of action against the Defendants for *inter alia* breach of contract, misrepresentation, and the breaches of COPPA.

106. The Plaintiff and Class Members waive this tort and elect to pursue restitutionary remedies against the Defendants for their unlawful acts. The Defendants must disgorge to Plaintiff and Class Members an amount attributable to the value it received for or attributable to the collection, retention, and use of the Private Information.

Unjust Enrichment

107. As set out above, the Defendants have been enriched by the collection, retention, and use of the Private Information from Class Members.

108. The Plaintiff and Class Members have been deprived through the loss of privacy and Private Information.

109. There is no juristic reason why the Defendants should have received or should retain this benefit. The lack of consent, the breaches of the *Infants Act* and the *Age of Majority Act*, *COPPA*, and the *Criminal Code of Canada*, RSC 1985, c 46, ss 402.1 and 402.2(2), negate any juristic reason including contract why the Defendants should have received or should retain the benefit.

110. In particular, the Private Information which was shared by the Defendants with advertisers and others falls within the definition of “identity information” under the *Criminal Code*, s 402.1. The unauthorised sharing, collection, retention, and use by the Defendants of the Private Information with third parties, recklessly or wilfully blind to the ways in which that conduct increased the risks of illegal hacking, identity theft, sexual exploitation of minors and

related crimes constitutes trafficking in identity information within the meaning of the *Criminal Code*, s 402.2(2).

111. As a result, the Defendants have been unjustly enriched by the benefits it received from the Plaintiff and the Class Members.

112. Justice and good conscience require that the Defendants disgorge to the Plaintiff and Class Members an amount attributable to the collection, retention, and use of the Private Information from the Class Members.

Breaches of the Infants Act

~~63-~~113. _____ Persons under the age of majority are afforded special protection in British Columbia and elsewhere in Canada. Contracts made with minors are unenforceable by operation of the *Age of Majority Act*, RSBC 1996, c. 7 and the *Infants Act*, RSBC 1996, c 223, s. 19(1) and related enactments. Infants are entitled to compensation under the *Infants Act*, s 20 if a contract is unenforceable.

~~64-~~114. _____ Personal information relating to youth and children is of particular sensitivity. Any collection use or disclosure of such private information must be done bearing in mind the age of the person whose private information is collected.

~~65-~~115. _____ Underaged Users could not and did not provide consent to the Defendants for the collection, retention, use or disclosure of their ~~MAC addresses~~ Private Information.

~~66-~~116. _____ There was no enforceable or any contract here to permit the collection of ~~MAC addresses~~ the Subclass Members' Private Information. Underaged Users are entitled to compensation from the Defendants for inter alia their loss of privacy.

~~67-~~117. _____ Infants are entitled to compensation under the *Infants Act*, s 20 if a contract is unenforceable.

~~65-~~118. _____ The terms of use between the Defendants and the Underaged Users are unenforceable. Subclass Members are entitled to compensation from the defendants for *inter alia* their loss of privacy.

~~66~~.119. _____ The Plaintiff and Class Subclass Members rely upon parallel provisions and the common law in the other provinces and territories of Canada.

Punitive Damages

~~67~~.120. _____ The Defendants' misconduct, as described above, was malicious, oppressive and high-handed, and departed to a marked degree from ordinary standards of decent behaviour. The Defendants violated the trust and security of Class Members. The Defendants did it deliberately, knowing that their actions were in breach of Google's policies and deliberately attempted to conceal their wrongdoing. The Defendants' actions offend the moral standards of the community and warrant the condemnation of the Court such that an award of punitive damages should be made.

Joint and Several Liability

~~68~~.121. _____ The Defendants are jointly and severally liable for the acts of each of them.

Injunction

~~69~~.122. _____ The Plaintiff and Class Members are entitled to an injunction under the *Law and Equity Act*, RSBC 1996, c 253 to restrain this conduct by the Defendants now and into the future.

Discoverability

~~70~~.123. _____ The Plaintiff and Class Members could not reasonably have known that:

- a. they sustained injury, loss or damage as a consequence of the Defendants' actions in respect of MAC addresses; or
- b. having regard to the nature of their injuries, losses or damages, a court proceeding would be an appropriate means to seek to remedy the injuries, losses or damages until, at the earliest, August 11, 2020 when the *Wall Street Journal* broke the story regarding MAC addresses.

~~71~~.124. _____ The Plaintiff and Class Members plead and rely on postponement and discoverability under the *Limitation Act*, SBC 2012, c 13, s 8.

~~72.~~125. _____ In addition, the Defendants, through the covert scheme they undertook to collect the MAC addresses and the Private Information, willfully concealed the fact of the misuse of the Plaintiff and Class Members' MAC addresses and the Private Information without consent, and that this was caused or contributed to by the Defendants' acts or omissions. The Plaintiff and Class Members rely on *Pioneer Corp. v. Godfrey* and the *Limitation Act*, s 21(3).

~~73.~~126. _____ The Plaintiff and Class Members plead and rely on the *Emergency Program Act*, Ministerial Order No M098 and related enactments to suspend the running of the limitation period from March 26, 2020.

Service on the Defendants

~~74.~~127. _____ The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on the Defendants pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, s 10 (*CJPTA*), because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

~~75.~~128. _____ The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a. a tort committed in British Columbia (*CJPTA*, s 10(g)); and
- b. a business carried on in British Columbia (*CJPTA*, s 10(h)).

~~76.~~129. _____ An action under the *Privacy Act* must be determined in the Supreme Court of British Columbia (*Privacy Act*, s 4).

Plaintiff's address for service:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

With a copy to Hammerco Lawyers LLP by email at kmclaren@hammerco.ca
And to Mathew P Good Law Corporation by email at mat@godbarrister.com

Fax number for service: 604.682.5197

Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: _____, 2021



For: _____

Signature of lawyer for plaintiff
Anthony A Vecchio, Q.C.
Kevin McLaren
Mathew P Good

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The plaintiff claims the right to serve this pleading on the Defendants ~~ByteDance Ltd, TikTok Ltd, TikTok LLC, TikTok Inc, and TikTok Pte Ltd~~ outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, s 10 (*CJPTA*) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a. a tort committed in British Columbia (*CJPTA*, s 10(g)); and
- b. a business carried on in British Columbia (*CJPTA*, s 10(h)).

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a claim for damages arising out of the Defendants' ByteDance's breaches of privacy through unauthorised collection of user data.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c 28

Court Order Interest Act, RSBC 1996, c 79

Privacy Act, RSBC 1996, c 373

SCHEDULE B

[Short-Form Notice]

PROPOSED CLASS ACTION SETTLEMENT

NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING

DID YOU USE THE TIKTOK PLATFORM IN CANADA ON OR BEFORE OCTOBER 28, 2021?

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS

A class action settlement has been reached in *Lisa Thomas v. ByteDance Ltd*, SCBC S-209073 and *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.*, SCBC S-193384. The action was certified by the Supreme Court of British Columbia.

The settlement is a compromise and is not an admission of liability or wrongdoing or fault by any of the defendants. The proposed settlement is subject to Court approval.

The class action has been certified on behalf of all physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform on or before October 28, 2021, and an included subclass of all physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform at any time on or before October 28, 2021 while under the age of majority in their province.

For the payment of \$2,000,000 plus \$26,629 cost reimbursement by TikTok Inc and TikTok Pte Ltd, the Class will release the defendants from all claims. The settlement funds, after payment of Class Counsel fees, expenses, and any honourarium to the plaintiffs, will be donated to the Law Foundation of British Columbia, Canadian Centre for Child Protection, Kids Help Phone, and Boys & Girls Clubs Canada.

The representative plaintiffs have entered into a contingency fee agreement with class counsel providing for a maximum fee of 25%. Class Counsel will seek approval of their fees at or after the settlement approval hearing. The court will determine the amount to be paid to class counsel for legal fees and disbursements.

You are automatically included in the Class, and will be bound by the settlement if approved by the Court, unless you opt out. If you do not want to be part of the lawsuit, you must opt out of the proceeding by delivering an opt out form to Class Counsel by no later than **January 17, 2022**.

For members of the Class that wish to object to the settlement, Distribution Protocol, Class Counsel fees or the honouraria to the plaintiff, you must notify Class Counsel no later than **January 14, 2022**, in the manner set out in the long form notice.

Class Counsel are Hammerco Lawyers LLP, Mathew P Good Law Corporation, and Slater Vecchio LLP. More information on the settlement (including the opt-out form, and Settlement Agreement) is available at <https://www.slatervecchio.com/tiktok-class-action>.

This notice has been authorized by the Supreme Court of British Columbia.

[Long-Form Notice]

NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING

DID YOU USE THE TIKTOK PLATFORM IN CANADA ON OR BEFORE OCTOBER 28, 2021?

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS

A class action settlement has been reached between the parties in *Lisa Thomas v. ByteDance Ltd. et al*, SCBC Vancouver Registry No. VLC- S-209073 [*Thomas*] and *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.*, SCBC Vancouver Registry No. VLC-S-S-193384 [*Cronk*].

The Supreme Court of British Columbia has certified the class action for the purposes of implementing the proposed settlement. The proposed settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault by the defendants. The settlement is subject to the approval of the court.

The defendants are TikTok Inc. and TikTok Pte Ltd. (together, “**TikTok**”).

What are the proceedings about?

The claim alleges that TikTok unlawfully collected and used private information of Class Members, including users under the age of majority, through the TikTok platform in breach of Canadian privacy laws. The plaintiffs sought to recover damages for Class Members for alleged losses as a result of this conduct. TikTok denies all of the allegations.

Who are in the Class and affected by the settlement?

The Class consists of “all physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform on or before October 28, 2021”, and an included subclass of “all physical persons in Canada (including their estates, executors, or personal representatives) who used the TikTok platform at any time on or before October 28, 2021 while under the age of majority in their province”.

The court has appointed Lisa Thomas and A.C. by her litigation guardian Robert Cronk as representatives on behalf of the Class and Subclass. Class Counsel are Hammerco Lawyers LLP, Mathew P Good Law Corporation and Slater Vecchio LLP.

What are the terms of the settlement?

The settlement provides for the payment of CDN \$2,000,000 (two million dollars) by TikTok, plus costs reimbursement in the amount of CDN \$26,629 in exchange for a full release of all claims against it by the Class. The payment of the settlement amount is not an admission of liability, wrongdoing or fault by TikTok.

A further hearing will be held on January 28, 2022 to seek approval of the Settlement Agreement by the court. The hearing will take place in at 800 Smithe Street, Vancouver, B.C., before the

Honourable Justice Edelmann.

If approved, the settlement will be binding on all members of the Class who do not opt out of the proceeding.

The full settlement terms and court documents are available at <https://www.slatervechio.com/tiktok-class-action>.

How do I participate?

If you want to be a member of this class action and participate in the settlement, you do not need to do anything. You are automatically included as a member of the Class, unless you opt out of the applicable proceeding.

What if I do NOT want to participate?

If you do **not** want to participate in the class action, you may exclude yourself (“opt-out”). In order to opt out, you must complete and sign an opt out form and deliver it to Class Counsel by mail, courier, or email no later than January 17, 2022. The opt-out form is available at <https://www.slatervechio.com/tiktok-class-action>.

Details on how to submit the opt-out form can be found in section 12 of the settlement agreement and the opt-out form.

The opt-out form must be emailed to tiktok@slatervecchio.com, or mailed or couriered to:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4
Attention: Sean Tweed, Ryan Matheuszik

Will I receive compensation from this settlement?

No. The settlement agreement provides for cy près donations to be made to The Law Foundation of British Columbia, Canadian Centre for Child Protection, Kids Help Phone, and Boys & Girls Clubs Canada.

What are the fee arrangements?

Under the terms of their retainer agreement with the representative plaintiff, Class Counsel will seek approval of a fee of up to 25% of the settlement amount, plus disbursements and applicable taxes. Class Counsel will also seek payment of up to \$1,500 as honourarium for each of the representative plaintiffs.

Class Counsel fees, disbursements and any payments to the representative plaintiffs are subject to court approval.

Objections

All members of the Class have the right to let the court know of any objection they have to the approval of the Settlement Agreement, Distribution Protocol, Class Counsel fees or honorarium to the representative plaintiffs by delivering a letter or written objection to Class Counsel on or before January 14, 2022. If a class member wishes to object, the following information must be included in the letter or written objection delivered to Class Counsel:

- (a) The objector's full name, current mailing address, telephone number and email address;
- (b) A brief statement of the nature and reasons for the objection;
- (c) That the objector is a member of the Class;
- (d) Whether the objector intends to appear at the court hearing on their own behalf or through a lawyer, and if by a lawyer, the name, address, telephone number and email address of the lawyer; and
- (e) A statement that the foregoing information is true and correct.

For more information or a copy of the Settlement Agreement, go to <https://www.slatervechio.com/tiktok-class-action>.

You may also contact Class Counsel at tiktok@slatervecchio.com or 1-855-916-4748 (toll free) or via mail at the address above.

This notice has been authorized by order of the Supreme Court of British Columbia.

[In-Platform Notice]

If you used TikTok in Canada on or before 28-OCT-21, you may be affected by a class action settlement – for details: <https://bit.ly/3nBB2aX>

SCHEDULE C

[Opt-out Form]

Lisa Thomas v. ByteDance Ltd. et al, SCBC Vancouver Registry No. VLC- S-209073
[*Thomas*] *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. musical.ly Inc.*
SCBC Vancouver Registry No. VLC-S-S-193384 [*Cronk*]

By completing this form, you are choosing not to participate in these proceedings or to receive any benefit from it.

If you opt out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your own claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt out, you must complete, sign, and deliver this opt-out form to Class Counsel by mail, courier, or email no later than January 17, 2022, along with proof of class membership in the form of your TikTok username.

To deliver your opt-out form to Class Counsel, you must email it to tiktok@slatervecchio.com, or mail or courier it to:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4
Attention: Sean Tweed, Ryan Matheuszik

I, _____, (full name) hereby exercise my right to opt out of the class certified in *Thomas* and *Cronk*. I confirm my understanding that I will not receive any benefits under the settlement reached in these proceedings, that I am not represented by Class Counsel, and that I will be responsible for protecting my own interests in relation to the claims asserted in those proceedings.

Date: _____, 202__

Contact information

Address: _____

City: _____

Province: _____

Postal code: _____

Phone number: _____

Email: _____

TikTok username: _____

SCHEDULE D

No. S-209073
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

LISA THOMAS

PLAINTIFF

and

TIKTOK INC and TIKTOK PTE LTD

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE EDELMANN } ___/___/2022

ON THE APPLICATION of the plaintiff Lisa Thomas coming on for hearing at Vancouver, BC on DATE; and on hearing Mathew P. Good, Kevin McLaren, Saro Turner, Alexia Majidi and Ryan Matheuszik jointly for the plaintiff Lisa Thomas and the plaintiff A.C. by her litigation guardian Robert Cronk in *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. Musical.ly Inc.* SCBC Vancouver Registry No. VLC-S-S-193384; and Thomas Gelbman and Carla Breadon for the Defendants;

THIS COURT ORDERS that:

1. For the purposes of the Order, except to the extent that they are modified in this Order, the definitions set out in the settlement agreement dated July 13, 2021 (“**Settlement Agreement**”), and attached as **Schedule A** to this Order, apply to and are incorporated into this Order;
2. The Settlement Agreement is fair, reasonable and in the best interests of the Class, including the Subclass;

3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, and shall be implemented and enforced in accordance with its terms;
4. This Order, including the Settlement Agreement, is binding upon each member of the Class, including those persons who are minors or mentally incapable;
5. This action be and is hereby dismissed against the Defendants with prejudice and without costs against any party;
6. Each member of the Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any other action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice, including *A.C. an infant by her Litigation Guardian Robert Andrew Cronk v. Musical.ly Inc.* SCBC Vancouver Registry No. VLC-S-S-193384, upon the Effective Date;
7. Each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;
8. Each Releasor shall be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any of the Releasees, and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any Releasee, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction; and
9. For purposes of administration of the Settlement Agreement and this Order, this Court retains an ongoing supervisory role to administer, supervise, construe and enforce the Settlement Agreement and this Order, subject to the terms and conditions set out in the Settlement Agreement and this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

.....
Signature of

Lawyer for Class

.....
Signature of Thomas Gelbman

Lawyer for the Defendants TikTok Inc and TikTok Pte Inc

By the Court.

.....
Registrar

SCHEDULE E
Distribution Protocol
***Cy Près* Donation**

1. The *Cy Près* Donation will be divided as follows between the following recipients:
 - a. The Law Foundation of British Columbia – 50%
 - b. Canadian Centre for Child Protection – 16.67%
 - c. Kids Help Phone – 16.67%
 - d. Boys & Girls Clubs Canada – 16.66%
(collectively, the “**Recipients**”).
2. The Law Foundation of British Columbia will use its share of the *Cy Près* Donation to fund grants for projects in their sole discretion.
3. Canadian Centre for Child Protection, Kids Help Phone and Boys & Girls Clubs Canada will use their share of the *Cy Près* Donation to fund grants for projects in their sole discretion, with a preference given to projects at the intersection of children, technology and privacy.
4. The Recipients should not use more than 10% of each of their shares of the *Cy Près* Donation to fund their administrative overhead.