



AlaFile E-Notice

03-CV-2025-900628.00

Judge: MONET M. GAINES

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

STATE OF ALABAMA V. TIKTOK INC. ET AL
03-CV-2025-900628.00

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**IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA**

**STATE OF ALABAMA, ex rel.
STEVE MARSHALL,
ATTORNEY GENERAL,**

Plaintiff,

v.

**TIKTOK INC.; TIKTOK LLC.; TIKTOK
U.S. DATA SECURITY INC.; TIKTOK
PTE. LTD.; TIKTOK LTD.;
BYTEDANCE INC.; and BYTEDANCE
LTD.**

Defendants.

CASE NO.: 03-CV-2025-900628.00

STIPULATED FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, the State of Alabama, ex rel. Steve Marshall, Attorney General (“Plaintiff” or “the State”) has filed a Complaint in this matter against Defendants TikTok Inc., TikTok LLC, TikTok LTD., TikTok PTE. LTD., TikTok U.S. Data Security Joint Venture LLC,¹ ByteDance LTD., and ByteDance Inc. (“Defendants”, and together with Plaintiff, the “Parties”). The State, by its counsel, and Defendants, by their counsel, have agreed to the entry of this Final Judgment and Consent Decree (“Final Judgment and Consent Decree”) by the Court without trial or adjudication of any issue of fact or law, and without a finding or admission of wrongdoing or liability of any kind.

¹ On December 19, 2025, TikTok U.S. Data Security Inc. filed certificates of conversion and formation with the Delaware Secretary of State, reflecting that it had converted to a limited liability company titled TikTok USDS Joint Venture LLC.

IT IS HEREBY ORDERED THAT:

I. FINDINGS

1.1 The terms of this Final Judgment and Consent Decree shall be governed by the laws of the State of Alabama.

1.2 Entry of this Final Judgment and Consent Decree is in the public interest and reflects a negotiated agreement among the Parties.

1.3 The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into this Final Judgment and Consent Decree.

1.4 Defendants are willing to enter into this Final Judgment and Consent Decree regarding the Covered Conduct in order to resolve the State's claims and thereby avoid significant expense, inconvenience, and uncertainty.

1.5 Defendants are entering into this Final Judgment and Consent Decree solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny. Defendants do not admit any violation of the law or of conduct forming the basis for any common law claim, and do not admit any wrongdoing that was or could have been alleged by the State before the date of the Final Judgment and Consent Decree under those laws and common law causes of action. No part of this Final Judgment and Consent Decree, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose, provided that nothing in this Paragraph 1.5 limits the submission of this Final Judgment and Consent Decree to this Court by the Parties for entry, or its use by either Party in any proceeding to enforce this Final Judgment and Consent Decree.

1.6 This Final Judgment and Consent Decree shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any action, or of Defendants' right to defend themselves from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits. This Final Judgment and Consent Decree is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.

1.7 It is the intent of the Parties that this Final Judgment and Consent Decree not be admissible in other cases or binding on Defendants in any respect other than in connection with the enforcement of this Final Judgment and Consent Decree.

1.8 No part of this Final Judgment and Consent Decree shall create a private cause of action or confer any right to any third party for violation of any federal or state statute, law, or common law duty.

1.9 The State represents that entry of this Final Judgment and Consent Decree satisfies the conditions applicable to the State under the Meta Consent Judgment. Nothing in this Final Judgment and Consent Decree shall be interpreted to incorporate the Meta Consent Judgment or impose any obligations on Defendants beyond the obligations expressly set forth in this Final Judgment and Consent Decree.

II. DEFINITIONS

The following definitions shall be used in construing the Final Judgment and Consent Decree:

2.1 "Age Appropriate Experiences" refers to content appropriate for Teen Users, as captured in TikTok's applicable content settings for 13+ users, which are tied to policies inspired by movie ratings for ages 13+ and parent feedback.

2.2 "Age Inappropriate Accounts" refers to accounts that regularly share content that is inappropriate for teens or that have account information that otherwise suggests the account is inappropriate for Teen Users. For the purposes of this Final Judgment and Consent Decree, Age

Inappropriate Accounts shall mean accounts that: (1) regularly share Age Inappropriate Content in the following categories: Adult Nudity & Sexual Activity, Restricted Goods & Services, Suicide, Self-Harm or Eating Disorders, or (2) have account names or profile photos or bios that suggest the account is otherwise inappropriate for minors, based on TikTok’s policies for the following categories: Adult Nudity & Sexual Activity, Restricted Goods & Services, Suicide, Self-Harm or Eating Disorders.

2.3 “Age Inappropriate Content” refers to content that is generally perceived by U.S. parents, youth experts, and teens as not being appropriate for Teen Users. For the purposes of this Final Judgment and Consent Decree, Age Inappropriate Content shall mean content prohibited by TikTok’s Community Guidelines concerning bullying and harassment; nudity and sexual activity; child sexual exploitation, abuse, and nudity; sexually explicit language; suicide, self-harm and eating disorders; graphic violence and incitements to violence; gambling; and restricted substances or goods (including illegal drug use), as well as policies specifically focused on protections for Teen Users, including those regarding high-risk viral challenges and risky stunts.

2.4 [Intentionally Blank]

2.5 “Core Industry Members” means Meta, Snap, and YouTube.

2.6 “Cosmetic Procedure Filter” shall mean any digital filter or augmented reality (AR) effect that idealizes a user’s face in a way that cannot be achieved without cosmetic surgery. For the avoidance of doubt, “Cosmetic Procedure Filter” does not include: (1) Fantasy/Character Effects: Filters that change a user’s facial structure for the purpose of turning the user into a non-human or fictional character (e.g., an elf or cartoon) or an animal (e.g., a dragon or puppy); (2) Makeup/Smoothing Effects: Filters that smooth skin or alter appearance in

ways that can be achieved by ordinary makeup techniques without altering the underlying physical facial structure or meaningfully changing skin tone; or (3) Parody and Exaggeration Effects: Effects that entertain users by distorting their appearance through parody, satire, or exaggerated forms (e.g., extreme visual distortions outside the scope of normal cosmetic procedures).

2.7 “Effective Date” shall mean the date on which a copy of this Final Judgment and Consent Decree, duly executed by Defendants and the State, is approved by, and becomes an Order of the Court.

2.8 “Harmful Experiences” refers to behaviors that are identified by TikTok as violating its Community Guidelines prohibiting child sexual exploitation, abuse, and nudity.

2.9 “Inappropriate Interactions with Children” means content that constitutes or facilitates inappropriate interactions with Teen Users, such as:

- (a) Soliciting, arranging or planning sexual encounters with Teen Users;
- (b) Enticing Teen Users to engage in sexual activity through sexualized conversations or offering, displaying, obtaining, or requesting sexual material to or from Teen Users, through purposeful exposure or in private messages;
- (c) Engaging in implicitly sexual conversations in private messages with Teen Users;
- (d) Obtaining or requesting sexual material from Teen Users in private messages;
- (e) Selling goods that are illegal for the Teen User to buy; or
- (f) Engaging in fraudulent solicitation.

2.10 “Industry-Wide Adoption” shall mean the period between the Effective Date and August 26, 2036 during which all Core Industry Members and any New Social Media Platform (“SMP”) Entrant following its New SMP Effective Date have:

- (a) entered into a binding settlement agreement, consent decree, or other enforceable commitment with the State requiring the Core Industry Members and any New SMP Entrant to implement substantively equivalent obligations as those contained in Section III.J of this Final Judgment and Consent Decree;
- (b) become subject to one or more federal or, with respect to the State, state laws, statutes, or regulations imposing substantively equivalent obligations in the State as those contained in Section III.J of this Final Judgment and Consent Decree and such obligations have become effective; or
- (c) voluntarily undertaken to implement, and has implemented and is in verified compliance with, substantively equivalent obligations in the State as such obligations in Section III.J of this Final Judgment and Consent Decree, so long as an independent third party auditor certifies that such obligations have been implemented.

2.11 “Longform Content” shall mean a piece of video or audio content with a duration of at least ten (10) minutes that Defendants have determined with a high degree of reliability to not have been artificially extended. Artificially extended content shall include, but not be limited to, video or audio compilations of content that is not Longform Content, or video or audio content artificially extended to meet the duration requirement, for example by ending in minutes of a still image or silence.

2.12 “Meta Consent Judgment” means the Consent Judgment entered August 26, 2026, in the matter In re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, Case Nos. 4:22-md-03047 and 4:23-cv-05448 (N.D. Cal.) (Dkt. No. 3451).

2.13 “New SMP Entrant” shall mean an internet-based product or service which for each of the four most recent consecutive months during the period between the Effective Date and August 26, 2036: (1) permits U.S. teens, as a primary purpose, to create, to share, and to view user-generated videos and images; (2) permits U.S. teens to interact with such content and with other users (e.g., through comments, likes, or subscriptions); (3) is primarily designed for, and whose primary use by U.S. teens is, entertainment, social connection, or content discovery of the type that competes for the same teen time spent as TikTok; and (4) has (a) at least 5 million U.S. monthly active teens and (b) an average of at least 30 minutes of daily time spent by U.S. teens.

- (a) New SMP Entrant shall not include an internet-based product and/or service that:
 - (i) was commercially available to U.S. teens on the Effective Date;
 - (ii) did not make changes to its design, after the Effective Date, that materially increased its competition with TikTok for U.S. teen time spent; and
 - (iii) has not, after the Effective Date, significantly increased the average daily time spent by U.S. teens on the product or service, or
- (b) New SMP Entrant shall not include an internet-based product and/or service whose primary function is direct messaging, or a product, service, and/or feature whose primary function is:

- (i) digital video editing;
 - (ii) virtual reality;
 - (iii) video gaming; or
 - (iv) artificial intelligence features, chatbots, or interactions with artificial intelligence.
- (c) In order for a third party product or service to qualify as a New SMP Entrant, Defendants shall provide notice to the State in writing. Upon receipt of Defendants' notice, the State will meet and confer with Defendants in good faith to determine whether the Parties can mutually agree that the product or service is or otherwise should be deemed a New SMP Entrant under this Final Judgment and Consent Decree. In the event the Parties cannot reach agreement within 60 days of Defendants providing such notice, Defendants may take any action to enforce their right to relief from the provisions of this Final Judgment and Consent Decree that would be associated with a New SMP Entrant.

2.14 "New SMP Effective Date" shall mean five months after a product or service qualifies as a New SMP Entrant.

2.15 "Non-Personalized Feed" means a feed in which content is selected, ranked, or ordered based on non-user-specific criteria and does not rely primarily on information associated with a specific user or the user's device, including prior engagement, behavioral, or social graph signals. Non-Personalized Feeds include, without limitation, feeds ordered chronologically, by general popularity, or based on other neutral or uniformly applied criteria.

2.16 “Parental Supervision” refers to TikTok’s parental supervision controls that establish a link between a Teen User and a Supervising Parent.

2.17 “Potentially Suspicious Account” means an adult account based on its stated or predicted age subject to restrictions based on its interactions with other accounts, searches for or interactions with violating content (e.g., liking or saving) or membership in communities (e.g., groups) that Defendants have removed for violating Defendants’ policies.

2.18 “School Hours” means the hours between 8 a.m. and 3 p.m. on Monday through Friday each week when a Teen User is in school, excluding school holidays, and subject to adjustment by a Supervising Parent.

2.19 “Search” means any instance in which a user submits a query through search or search-related functionality on the SMP, including through textual, voice, image, video, visual, multimodal, smart search, artificial intelligence, or conversational functionality, and the user’s access to, viewing of, or interaction with SMP content surfaced in response to that query, including through related search recommendations, suggestions, notifications, or similar features.

2.20 “Supervising Parent” means an adult who is formally linked through the platform’s parental supervision controls to a Teen User.

2.21 “Teen User” means a user with a predicted or stated age between 13 and 17 years old.

2.22 “TikTok” means the short-form video sharing service made available to users in the United States under the name “TikTok,” including its existing and future web and application versions. “TikTok” does not include any other product, service, or application of Defendants or any of their affiliates, whether or not it shares user accounts, credentials, login, infrastructure, or content with TikTok.

2.23 “U13” means users under the age of 13 or a user who has been identified as likely to be under the age of 13 by Defendants’ age assurance methods.

2.24 “U18 False Positive Rate” means the percentage of actual users with an age from 13 through 17 years old, who are incorrectly identified or predicted by Defendants to be 18 years or older.

III. COMPLIANCE PROVISIONS

3.1 These Compliance Provisions shall apply to the operation of the TikTok platform in the State of Alabama.

A. Commitment to Maintain Certain Existing Features or Equivalents

3.2 Defendants shall maintain the following currently-available minor safety-related tools and resources (or equivalents thereto) for a period of at least seven (7) years from the Effective Date:

- (a) Educational resources for users and parents about:
 - (i) how to tailor content preferences and privacy/security settings;
 - (ii) what parental tools are available;
 - (iii) how parents can obtain information on teen accounts;
 - (iv) how to tailor the For You Feed;
 - (v) how the For You Feed works; and
 - (vi) how content is recommended.
- (b) A platform feature or resources users can use to limit content containing keywords similar to those they have already chosen to filter from feeds.
- (c) Parental tools and resources that give parents:
 - (i) visibility into teens’ activity on TikTok; and
 - (ii) the ability to manage their teens’ time on TikTok, including as

specifically set out in Parts III.D and III.E of this Final Judgment and Consent Decree.

- (d) Features that encourage teens to manage screen time and build mindful digital habits.

3.3 Defendants retain the ability to tailor and modify implementation of these features and tools based on technological developments.

B. Age Gating Measures: Default Protections by Predicted Age

3.4 Where a stated adult TikTok user is predicted to be under 18 years old, or a user states that they are under 18 years old, that user will receive the following default protections afforded to Teen Users:

- (a) Interventions intended to restrict contact between Age Inappropriate Accounts and Teen Users; and
- (b) Interventions designed to provide content recommendations inspired by Age Appropriate Experiences.

C. Age Assurance Provisions

3.5 Within one year of the Effective Date, Defendants will establish measurement and model architecture supporting estimation of predicted age for 13 to 15-year olds and 16 to 17-year olds as distinct age bands. Defendants' model architecture supporting age estimation shall be equal to or less than the following false positive rate thresholds:

- (a) Year 1: Within one year of the Effective Date: 14% for minors aged 16-17 and 7% for minors aged 13-15.
- (b) Year 2: Within two years of the Effective Date: 10% for minors aged 16-17 and 5% for minors aged 13-15.

Defendants shall annually certify the existence and effectiveness of these processes and certify that, based on internal testing, the false positive rate thresholds are met and provide documentation documenting the method and results of such testing. If Defendants reach the number of settlements with other states sufficient to trigger the independent auditing requirement of Paragraph 3.9, then their obligation to provide compliance documentation to Alabama shall cease and be replaced with the requirements regarding independent audit in Paragraph 3.9.

3.6 Users claiming to have been misidentified as minors will be offered a process to appeal the decision.

3.7 Within six months of the Effective Date, Defendants shall maintain or implement the following methods designed to detect users under the age of 13 (U13):

(a) Employ technical measures to (1) identify other TikTok accounts likely belonging to a U13 identified by TikTok, and (2) place those TikTok accounts into TikTok's U13 enforcement process;

(b) In TikTok's U13 enforcement process, assessing all posts, comments, or other actions by the user that may provide reliable indicia of the user's age or under-13 status when determining whether to checkpoint the user. In the absence of indicia concerning the user's age or age status, TikTok shall presume that the user is U13 for operational queue routing purposes and the application of its policies and enforcement systems, unless there is evidence that the account was reported by a malicious actor; provided, however, that the Parties expressly acknowledge and agree that this operational presumption is a procedural platform safety rule and does not constitute, establish, or imply actual knowledge of user age under the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501 et seq., or its implementing regulations;

(c) Maintain a simplified reporting experience to report suspected U13 from within TikTok, as well as maintain TikTok's existing web-based underage reporting tool, which is available to people who are not TikTok users;

(d) When a TikTok account is removed and deleted as a result of the TikTok U13 enforcement process, Defendants shall review the TikTok user's friend networks of those deleted accounts to attempt to identify additional U13s;

(e) Where Defendants utilize age assurance methods described in this Paragraph and identify a user as potentially U13, Defendants already place that user into TikTok's U13 enforcement process. Defendants agree to continue this practice and regularly evaluate opportunities to improve upon it.

(f) Within one (1) year following the Effective Date, Defendants commit to developing, training, and conducting initial testing of an age assurance model prototype designed to predict whether users on TikTok are under the age of 13 ("U13 Age Model"). Defendants shall report on the U13 Age Model as described in Paragraph 3.8 below.

(g) Defendants' obligation to develop and use the U13 Age Model as set forth in this Final Judgment and Consent Decree is contingent upon the releases described herein and the continued application of the Federal Trade Commission's ("FTC") COPPA – Enforcement Policy Statement Promoting the Adoption of Age-Verification Technology. Nothing herein shall require Defendants to maintain, develop, train, test, or implement age assurance models in any manner that is inconsistent with their obligations under COPPA, including as modified by COPPA regulations or policy statements issued by the FTC. In the event Defendants are no longer obligated to develop and use the U13 Age Model, Defendants will use best efforts to enhance their U13 detection methods as permitted by law.

(h) In consideration of the monetary provisions and commitments contained in this Final Judgment and Consent Decree, including the commitments to encourage the use of robust age-verification mechanisms, as of the Effective Date, Alabama agrees to the fullest extent permitted by law, to have fully, finally, and forever released any past, present, or future claims, actions, or proceedings, and covenants not to sue or bring an action pursuant to COPPA, the COPPA Rule (16 C.F.R. Part 312), or any analogous state law against Defendants arising out of, in whole or in part, the continued or future maintenance or continued or future use of a child's personal information for the sole purpose of enhancing Defendants' efforts to detect and remove U13s from TikTok and not for any purposes concerning ads targeting and delivery, marketing, or algorithmic optimization efforts. As such, Alabama recognizes that this release and covenant not to sue is for the purpose of providing enhanced protections for consumers, and in particular, children under 13, and is not contrary to Alabama's public policy.

3.8 Until the number of additional settlements with other states required to trigger the independent audit requirement of Paragraph 3.9 have been met, Defendants shall provide documentation to Alabama regarding their development of the prototype U13 Age Model and the outcome of the initial testing as described in Paragraph 3.7(f) above not less than once a year. If Defendants reach the number of settlements with other states sufficient to trigger the independent auditing requirement of Paragraph 3.9, then their obligation to provide compliance documentation to Alabama shall cease and be replaced with the requirements regarding independent audit in Paragraph 3.9.

3.9 Provided at least forty (40) Attorneys General, or a number of Attorneys General representing at least sixty percent (60%) of the U.S. population, have entered into a binding settlement agreement, consent decree, or other enforceable commitment with the Defendants

imposing substantively equivalent obligations as this Final Judgment and Consent Decree, Defendants will be subject to the following:

(a) Defendants shall report to an independent auditor on their development of the prototype U13 Age Model and the outcome of the initial testing as described in Paragraph 3.7(f) above, including data on the effectiveness of the U13 Age Model compared to Defendants' preexisting methods for detecting U13s. At the end of the first year's audit, Defendants shall set a target for U13 enforcement volume in the following year (the "Year 2 Enforcement Target") reflecting a reasonably achievable number of TikTok U13s to identify and remove based on Defendants' continued best efforts to improve the U13 Age Model. The independent auditor shall report to Alabama on the reasonableness of the Year 2 Enforcement Target and the process by which it was set.

(b) On an annual basis, Defendants shall certify the number of enforced U13s. The number of enforced U13s shall be confirmed by the independent auditor, which shall audit the processes used to record these removals and the methodologies used to compute the aggregate metrics. The independent auditor shall report annually to Alabama the number of enforced U13s and the enforcement target set for that year in accordance with Paragraph 3.9(a) hereof.

3.10 If another age-assurance method or set of legal obligations supersedes or negates this Section, the Parties will confer in good faith on whether the age assurance provisions remain necessary.

3.11 Data minimization and security.

(a) Except as set forth herein, all data collected by TikTok from users in the State for the sole purpose of conducting age assurance, all data maintained from known U13s,

and all data collected by a vendor for use in a commercially available age assurance method shall be held for the minimum period required to determine a user's age status and thereafter immediately enqueued for deletion, after which it shall be deleted in a reasonable period of time. TikTok may retain (1) U13 data only to the extent required for purposes of developing, training, testing, and measuring the performance of the U13 Age Model ("U13 Data"), and providing the U13 experience, provided that any U13 data that constitutes Personal Information as defined by 16 C.F.R. Part 312.2 will be protected using TikTok's highest data privacy and security standards, and (2) metadata about the age assurance method used by the user information ("Retainable Data") only where required to ensure the ongoing integrity of age assurance systems, including but not limited to the ability to identify circumvention and related patterns over time, and only for as long as it is required for those purposes. For the avoidance of doubt, U13 Data cannot be used for purposes such as ads targeting and delivery, marketing, or algorithmic optimization efforts. Any U13 Data and Retainable Data shall be maintained at the coarsest viable granularity and cannot be used for any other purpose unless legally required. Any Retainable Data that is no longer required for the purposes set forth herein shall be deleted within 90 days. The terms above shall not pertain to the user's stated date of birth, stated age, nor the outcome of the age assurance method (e.g., "teen or adult" classification).

(b) Data collected by TikTok or a vendor, or transmitted by a vendor, must be collected and stored using industry-standard data security measures and as required by law, including encryption in transit and at rest.

(c) The Parties agree to discuss in good faith potential modifications to this provision as necessary to permit TikTok to improve the efficacy of its age assurance framework while preserving the principles of data minimization and security set forth in this Section.

3.12 Method circumvention detection. TikTok will use additional best practices to discourage method circumvention, including but not limited to:

(a) For any age assurance method a user can affirmatively choose to use (e.g., ID verification or face-based age assurance method), placing limits on the number of completed user attempts for each age assurance method not to exceed any of the following: three (3) per method over any 24-hour period, four (4) per method over any one-month period, and six (6) per method over any two-year period. For the avoidance of doubt, a user's completed attempts to use an age assurance method will be counted collectively across all the user's hard-linked and soft-matched accounts;

(b) Using best efforts to link accounts maintained by a single user, including through TikTok's soft-matching models;

(c) Incorporating a proactive monitoring system that requires users to undergo an additional age assurance method where a user is determined, including based on their conduct on TikTok, to have likely circumvented the age assurance method and is: (A) likely a Teen User after having been previously assessed as 18 or older; or (B) likely U13 after having been previously assessed as 13 or older. Users TikTok determines are likely Teen Users after having been previously assessed as at least eighteen may choose not to undergo additional age assurance but then will be treated as Teen Users; and

(d) For commercially available age assurance methods, maintaining regular communications with third-party age assurance vendors regarding method circumvention trends and best practices to help ensure maximum detection and prevention. TikTok will continuously investigate new or previously undetected forms of method circumvention, including in response to public reports, reports directed to TikTok or its agents including any third-party age assurance

providers, and monitoring of changes in aggregate age assurance outcomes consistent with undetected forms of method circumvention. If undetected forms of method circumvention are confirmed, TikTok will use best efforts to timely correct resulting false positive outcomes and to modify its age assurance framework, including working with its third-party age assurance vendors as applicable, to maximize detection of the identified form(s) of method circumvention going forward.

D. Nighttime and School Hours Control

3.13 Defendants shall, by default, at minimum, impose on Teen Users a night access mode from 12:00 a.m. to 6:00 a.m. based on the device's local time zone, during which time Teen Users by default will not be able to access TikTok ("Night Access Mode").

3.14 If a Teen User is otherwise eligible to use messaging features, the Teen User will maintain access to messaging during Night Access Mode, and all Teen Users will maintain access to settings and Search during Night Access Mode. TikTok shall limit messaging, settings, and Search feature functionality to ensure that Teen Users cannot access broader TikTok features (beyond the content in a single message) and effectively circumvent Night Access Mode.

3.15 During Night Access Mode, TikTok shall not recommend or otherwise suggest that the Teen User engage in messaging, though TikTok may provide a neutral screen that other parts of the platform remain available without mentioning the availability of messaging. For the avoidance of doubt, (a) passive, system-generated indicators of incoming activity, such as notification badges reflecting unread messages, do not constitute a recommendation or suggestion under this provision and (b) this provision does not restrict TikTok from generally discussing or marketing the availability of messaging features in communications, outside the Night Access Mode interface.

3.16 Defendants will disable push notifications, except for urgent push notifications related to messaging, account security or platform integrity, for Teen Users from 10:00 p.m. until 7:00 a.m. each day, except that Defendants may allow this restriction on push notifications to be overridden by a Supervising Parent.

3.17 During School Hours, Defendants shall disable push notifications for Teen Users, unless modified by a Supervising Parent. This provision shall not restrict TikTok from delivering push notifications related to messaging, account security or platform integrity.

3.18 The default for Teen Users cannot be modified to a less restrictive setting without approval from a Supervising Parent. Teen Users or Supervising Parents may modify the defaults to more restrictive settings.

E. Time Management

3.19 Defendants shall provide or maintain the ability for Supervising Parents to control their Teen User's time spent using TikTok as follows:

(a) *Daily Screen Time Limit.* Defendants shall default Teen Users to a daily limit maximum of TikTok to two hours per day, resetting at 12:00 a.m. based on the device's local time zone. This daily limit shall not include time spent watching Longform Content, engaging in messaging, accessing settings or Search. Access to content from settings shall be included in the daily time limit. Once a Teen User has reached the daily limit of cumulative use, the Teen User shall not have access to TikTok features for which the daily limit applies until the reset at 12:00 a.m. based on the device's local time zone. TikTok shall not recommend or otherwise suggest that the Teen User engage in messaging or the watching of Longform Content. For the avoidance of doubt, (a) passive, system-generated indicators of incoming activity, such as notification badges reflecting unread messages, do not constitute a recommendation or suggestion under this provision and (b) this provision does not restrict TikTok from generally

discussing or marketing the availability of messaging features in communications, outside the daily limit interface. TikTok shall limit messaging and setting feature functionality to ensure that Teen Users cannot access broader TikTok features (beyond the content of a single message) and effectively circumvent the daily limit once it applies, including limiting access to content from settings.

(b) *Daily Screen Time Limit.* Supervising Parents shall be given the ability to set how long their Teen User can spend on the TikTok platform each day. Teen Users can send a request to their Supervising Parent to request additional time beyond a limit set by the Supervising Parent.

(c) *Screen Time Dashboard.* Supervising Parents shall be provided the ability to review summaries of their Teen User's time on the TikTok platform, including cumulative daily time spent over the last four (4) weeks.

(d) *Schedule Time Away.* Supervising Parents shall be provided with the ability to block TikTok access during certain recurring times, including School Hours. Teen Users can send a request to their Supervising Parent to continue using TikTok during the scheduled time away.

F. Productive Pauses

3.20 Defendants must implement productive pauses and notices as described herein designed to reduce or prevent allegedly excessive, mindless, or unintended usage by Teen Users. Within four (4) months of the Effective Date, TikTok will implement for Teen Users by default (a) productive pauses at 60 minutes and 90 minutes of cumulative daily usage of TikTok and (b) a clear and conspicuous notice upon any 15-minute session of continuous usage of TikTok after each productive pause. Such defaults will be subject to modification to a less restrictive

setting only by a Supervising Parent or a more restrictive setting by a Teen User or Supervising Parent.

G. Cosmetic Procedure Filter

3.21 TikTok will disable Teen Users from applying Cosmetic Procedure Filters to their content.

H. Feed Controls and Options

3.22 Non-Personalized Feed.

(a) Within nine (9) months of the Effective Date, TikTok shall provide Teen Users with a reasonably accessible option to select a feed that is a Non-Personalized Feed as their default home feed.

(b) Within 10 days of identifying a new Teen User account, TikTok shall clearly and conspicuously prompt Teen Users with the option of switching their default home feed to a Non-Personalized Feed. TikTok shall not preselect or prioritize accepting or rejecting this switch for the Teen User and shall present this choice independent of other setting options.

(c) The option to select or disable a Non-Personalized Feed as a default home feed shall be reasonably accessible. TikTok shall permit Teen Users the option to enable optional protective settings and shall make such settings reasonably accessible.

(d) For Teen Users enrolled in Parental Supervision, Supervising Parents shall have the ability to enable a Non-Personalized Feed as the default home feed for Teen Users on TikTok. Supervising Parents shall also have the ability to enable optional protective settings for their Teen User on TikTok. Where a Supervising Parent has enabled a Non-Personalized Feed or any optional protective settings on TikTok, approval from Supervising Parents will be required to revert to a less restrictive setting. Supervising Parents shall be clearly and conspicuously

notified of the abilities described in this Paragraph upon a Teen User entering Parental Supervision on TikTok.

3.23 Defendants will provide or maintain the ability for Supervising Parents to:

- (a) Decide whether their Teen User can search for videos, hashtags, LIVE videos, users, and sounds on TikTok.
- (b) Select keywords, variations, or hashtags to exclude from their Teen User's supported feeds.
- (c) See which topics their Teen User has chosen to shape their feed (e.g., Creative Arts, Travel, Nature, Sports, etc.).

I. Content Moderation

3.24 Defendants will work to improve content-safety measures for Teen Users and offer in-app tools for Teen Users to report Age Inappropriate Content.

3.25 Defendants already have measures in place to protect Teen Users from Harmful Experiences and suspicious contacts and will maintain or work to develop improvements to those measures, including:

- (a) Set Teen Users' accounts to private by default;
- (b) Limit account discoverability between Teen Users and adults;
- (c) Provide reporting/blocking options;
- (d) Share information on teens' messaging contacts with Supervising Parents;
and
- (e) When a message thread is established between a Teen User and a Potentially Suspicious Account on TikTok, Defendants will promptly deliver clear and conspicuous notices directly to the Teen User intended to signal caution.

3.26 Additionally, for Teen Users enrolled in Parental Supervision, Defendants shall promptly deliver clear and conspicuous notices to the Supervising Parent regarding their Teen User's interaction with (i) accounts identified by Defendants as potentially likely to engage in financial blackmail using intimate content on TikTok or (ii) accounts that Defendants have identified, with a sufficient degree of reliability, as potentially likely to engage in Inappropriate Interactions with Children on TikTok. TikTok shall provide resources to support Supervising Parents who wish to speak with their Teen Users about the risks of these interactions, and suggested actions such as blocking or reporting the account.

3.27 Defendants will share the following with Supervising Parents:

- (a) Teen Users' time spent on TikTok;
- (b) Teen Users' social connections and users messaging the Teen Users; and
- (c) alerts on Teen Users' repeated suicide/self-harm searches.

J. Contingent Injunctive Relief

3.28 The Contingent Injunctive Relief ("CIR") in this Section III.J shall be effective only upon Industry-Wide Adoption of all CIR requirements contained in this Section III.J.

3.29 At such time as the CIR becomes effective, it shall remain effective for a period of up to a maximum of five (5) years but in no event beyond August 26, 2036, unless a Core Industry Member or New SMP Entrant (following its New SMP Effective Date) fails to comply with any of the requirements in this Section III.J, at which point the requirements for Industry-Wide Adoption shall not be satisfied and TikTok's obligation to satisfy the requirements in this Section III.J shall terminate.

3.30 Nighttime access to TikTok shall be limited as follows:

- (a) TikTok will, at minimum, impose on Teen Users a night access mode from 10 p.m. to 7 a.m. based on the device's local time zone, during which time Teen Users by

default will not be able to access TikTok, except as detailed in Paragraph 3.30(c) (“CIR Night Access Mode”).

(b) During CIR Night Access Mode, TikTok will disable push notifications for Teen Users, unless modified by a Supervising Parent. This provision shall not restrict TikTok from delivering urgent push notifications related to messaging, account security or platform integrity.

(c) If a Teen User is otherwise eligible to use messaging features, the Teen User will maintain access to messaging during CIR Night Access Mode, and all Teen Users will maintain access to settings and Search during CIR Night Access Mode. TikTok shall limit messaging, settings, and Search feature functionality to ensure that Teen Users cannot access broader TikTok features (beyond the content in a single message) and effectively circumvent CIR Night Access Mode.

(d) During CIR Night Access Mode, TikTok shall not recommend or otherwise suggest that the Teen User engage in messaging, though TikTok may provide a neutral screen that other parts of the platform remain available without mentioning the availability of messaging. For the avoidance of doubt, (i) passive, system-generated indicators of incoming activity, such as notification badges reflecting unread messages, do not constitute a recommendation or suggestion under this provision and (ii) this provision does not restrict TikTok from generally discussing or marketing the availability of messaging features in communications, outside the CIR Night Access Mode interface.

(e) CIR Night Access Mode for Teen Users cannot be modified to a less restrictive setting without approval from a Supervising Parent. Teen Users or Supervising Parents may modify the defaults to more restrictive settings.

3.31 TikTok shall impose a daily limit for Teen Users, as follows:

(a) TikTok shall default Teen Users to a daily limit maximum of 120 minutes per day of use of TikTok. However, if the Industry Wide Adoption triggers in the Meta Consent Judgment is interpreted to require a 60-minute daily limit per company, such limit shall apply in lieu of this 120-minute requirement. The daily limit will reset at 12:00 a.m., based on the device's local time zone. This daily limit shall not include time spent watching Longform Content, engaging in messaging, using the Search function, or accessing settings. Once a Teen User has reached the daily-limit of 120 minutes of use, the Teen User shall not have access to TikTok features for which the daily-limit applies until the reset at 12:00 a.m. based on the device's local time zone. TikTok shall not recommend or otherwise suggest that the Teen User engage in messaging or the watching of Longform Content, though TikTok may provide a neutral screen that other parts of the platform remain available without mentioning the availability of messaging. For the avoidance of doubt, (i) passive, system-generated indicators of incoming activity, such as notification badges reflecting unread messages, do not constitute a recommendation or suggestion under this provision and (ii) this provision does not restrict TikTok from generally discussing or marketing the availability of messaging features in communications, outside the daily limit interface.

(b) TikTok shall limit messaging, settings, and Search feature functionality (beyond the content in a single message) to ensure that Teen Users cannot access broader platform features and effectively circumvent the daily limit once it applies.

(c) The default for Teen Users requires approval from a Supervising Parent to change to a less restrictive daily limit maximum. Teen Users or Supervising Parents may modify the defaults to a more restrictive limit maximum.

(d) For Teen Users who have linked accounts through an explicit linking method provided by TikTok, the daily-limit maximum shall apply cumulatively across all such linked accounts on TikTok.

3.32 TikTok shall impose the following:

(a) TikTok will, by default, disable U18 Teen Users from viewing numerical representations or quantification of reactions on content, including their own content, in the Friends Feed, or on content posted by the Teen User from that is displayed on the Teen User's profile page. This default for Teen Users cannot be modified without approval from a Supervising Parent.

3.33 During the period when CIR is effective, Defendants shall maintain age assurance processes for 13-17-year-olds consistent with the standards set forth in Section III.C hereof.

3.34 Within sixty (60) days of the time of Industry-Wide Adoption, and provided that at least forty (40) Attorneys General, or a number of Attorneys General representing at least sixty percent (60%) of the U.S. population, have entered into a binding settlement agreement, consent decree, or other enforceable commitment with Defendants imposing substantively equivalent obligations as this Final Judgment and Consent Decree, the Parties shall meet and confer to identify an independent third party auditor to monitor compliance with the requirements of Paragraphs 3.30, 3.31, 3.32, and 3.33 as well as the procedures and scope of annual audits of the requirements of these Paragraphs, for which annual audits shall occur for a period of five years unless TikTok's obligation to satisfy the requirements in this Section III.J terminates pursuant to Paragraph 3.29 because Industry-Wide Adoption is no longer satisfied, at which point the independent third party audit requirement shall also terminate.

3.35 If Alabama obtains Industry-Wide Adoption of the requirements of this Section but the number of additional settlements with other states required to trigger the independent audit requirement of Paragraph 3.34 have not been met, Defendants shall provide documentation to Alabama regarding compliance with all Contingent Injunctive Relief provisions in this Section not less than once a year. If Defendants reach the number of settlements with other states sufficient to trigger the independent auditing requirement of Paragraph 3.34, then their obligation to provide compliance documentation to Alabama shall cease and be replaced with the requirements regarding independent audit in Paragraph 3.34.

K. Future Injunctive Relief / Most Favored Nation Clauses

3.36 The State may offer Defendants the opportunity to match any injunctive relief terms that are more or less beneficial to a Core Industry Member in any settlement between the State and a Core Industry Member, which Defendants shall have the opportunity to accept or reject. If the State or TikTok contends injunctive relief terms in a Core Industry Member settlement should be offered and the other disagrees, the parties shall meet and confer within a reasonable time frame to resolve the matter. If not resolved through this conferral process, either party may seek resolution with the Circuit Court of Montgomery, Alabama.

IV. PAYMENT

4.1 Fund 1 — State Consumer Protection Restitution and Remediation

(a) **Amount and Schedule:** Defendants shall pay the State a total base settlement amount of **\$116,200,000.00** (“Fund 1”). Fund 1 shall be paid in full in a lumpsum payment, the restitution and remediation portion being due within forty-five (45) days after the Effective Date and the fees and costs portion being due within thirty (30) days of the Effective Date.

(b) **Purpose:** Fund 1 is paid to resolve the State's claims under the Alabama Deceptive Trade Practices Act (Ala. Code § 8-19-1 et seq.). \$14,200,000.00 is allocated to attorneys' fees and \$2,000,000.00 is allocated to litigation expenses associated with this action (to be paid to outside counsel directly). The remaining \$100,000,000.00 of Fund 1 is designated as compensatory restitution and remediation for the benefit of Alabama consumers within the meaning of Section 162(f)(2) of the Internal Revenue Code and shall be paid to the Office of the Alabama Attorney General to be used in the Attorney General's sole discretion for any lawful purpose, including compensatory restitution and remediation for the benefit of Alabama consumers. The State shall cause to be completed and timely filed a Form 1098-F with the Internal Revenue Service ("IRS") that identifies not less than 50% of the \$100,000,000.00 as compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), including appurtenant IRS regulations, guidance, and instructions, and shall timely furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Defendants.

4.2 Fund 2 — Contingent Payment Pool & Sequential Tiered Vesting

(a) **Total Contingent Amount:** In addition to Fund 1, Defendants shall establish a contingent payment allocation pool of **\$183,800,000.00** ("Fund 2" or "Contingent Amount").

(b) **Vesting Tiers and Sequential Timeframes:** Fund 2 shall vest incrementally across four (4) distinct tiers based upon state participation in qualifying agreements (including any consent judgment and settlement agreements) or Assurances of Voluntary Compliance ("AVCs")

- (i) **Tier 1 (30% / \$55,140,000.00):** Vests when ten (10) State Attorneys General execute qualifying agreements, provided the

tenth (10th) agreement is executed within twenty-four (24) months following the Effective Date (“Tier 1 Window”).

(ii) **Tier 2 (30% / \$55,140,000.00):** Vests when twenty (20) State Attorneys General execute qualifying agreements, provided the twentieth (20th) agreement is executed within twenty-four (24) months following the Tier 1 Vesting Date (“Tier 2 Window”).

(iii) **Tier 3 (20% / \$36,760,000.00):** Vests when thirty (30) State Attorneys General execute qualifying agreements, provided the thirtieth (30th) agreement is executed within twenty-four (24) months following the Tier 2 Vesting Date (“Tier 3 Window”).

(iv) **Tier 4 (20% / \$36,760,000.00):** Vests when forty (40) State Attorneys General execute qualifying agreements, provided the fortieth (40th) agreement is executed within twenty-four (24) months following the Tier 3 Vesting Date (“Tier 4 Window”).

(c) **Installment Payout Terms for Vested Tiers:** Upon the occurrence of any Tier vesting, the monetary amount allocated to that specific Tier shall be paid to the State in ten (10) equal annual installments. The first annual installment for a vested Tier shall be due on December 31 of the calendar year in which that Tier’s Vesting Date occurs, or sixty (60) days following the Tier Vesting Date, whichever is later, with subsequent installments due on or before December 31 in each subsequent calendar year for nine (9) consecutive years until all ten (10) installments for that Tier are paid. All Tier payments shall be paid to the Office of the Alabama Attorney General to be used in the Attorney General’s sole discretion for any lawful purpose, including compensatory restitution and remediation for the benefit of Alabama

consumers. The State shall cause to be completed and timely filed a Form 1098-F with the Internal Revenue Service (“IRS”) that identifies not less than 50% of the Tier payments as compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), including appurtenant IRS regulations, guidance, and instructions, and shall timely furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Defendants.

(d) **Forfeiture for Failure to Vest:** Each Tier must satisfy its qualifying condition within its designated window. If any Tier fails to vest within its applicable window, that Tier—and all subsequent unvested Tiers—shall permanently lapse, terminate, and be forfeited, and no payments shall ever accrue or become due for such unvested Tiers.

4.3 Most Favored Nation (MFN) Top-Off Adjustment (Fund 1 Only)

(a) **Trigger Condition:** An MFN adjustment shall be triggered if some or all of the State Attorneys General, whether separately or in concert, who are participating parties to Exhibit B of the Meta Consent Judgment—specifically *excluding* the States of Texas, Florida, and New Mexico—resolve their respective claims against Defendants and such participating states collectively recover an aggregate monetary amount from Defendants exceeding \$5,100,000,000.00 calculated excluding all payments made to the State of Alabama under this Final Judgment and Consent Decree.

(b) **Top-Off Calculation Formula:** The MFN adjustment shall operate strictly as a “top-off” payment applied to Fund 1. The top-off amount owed to the State shall equal 1.55% (representing Alabama's share of the national population) of the collective recovery exceeding \$5,100,000,000.00, calculated pursuant to the following formula:

$$\text{MFN Top-Off Payment} = (\text{Collective Exhibit B} - \$5,100,000,000.00) * 1.55\%$$

Any resulting MFN top-off payment owed to the State shall be paid in five (5) equal annual installments, with the first installment due ninety (90) days after the MFN trigger condition is established, and subsequent installments due annually thereafter.

4.4 Tax Characterization & Fee Allocation. Payments made under this Section IV are intended to constitute compensatory restitution and remediation and ordinary and necessary business expenses within the meaning of Section 162(a) of the Internal Revenue Code of 1986, as amended, except for amounts dedicated by the State for litigation and investigation costs and attorneys' fees associated with this action, and shall be used exclusively for designated programmatic remediation. In no event shall the State dedicate more than 25% of payments to litigation and investigation costs and attorneys' fees. No portion of any payment shall be treated as a penalty or fine described in Section 162(f)(1) of the Internal Revenue Code, nor shall any portion be treated as failing to satisfy the exceptions set forth in Section 162(f)(2) of the Code.

4.5 Tax Form Filings. The State shall be required to provide and file all necessary tax forms, including IRS Form 1098-F, to the extent required by Section 162(f)(2)(A)(ii) of the Code and the United States Treasury Regulations promulgated thereunder.

V. ENFORCEMENT

5.1 For the purposes of resolving disputes with respect to compliance with this Final Judgment and Consent Decree, should the State have a reasonable basis to believe that Defendants have engaged in a practice that violates a provision of this Final Judgment and Consent Decree subsequent to the Effective Date, then the State shall notify Defendants in writing of the specific objection, identify with particularity the provision of this Final Judgment and Consent Decree that the practice appears to violate, and give Defendants sixty (60) days to respond to the notification. Upon receipt of written notice, Defendants shall provide a good-faith written response to the State's notification, containing either a statement explaining why

Defendants believe they are in compliance with the Final Judgment and Consent Decree, or a detailed explanation of how the alleged violation occurred and a statement explaining how Defendants intend to remedy the alleged breach.

5.2 The State may assert any claim that Defendants have violated this Final Judgment and Consent Decree in a separate civil action to enforce compliance with this Final Judgment and Consent Decree, or may seek any other relief afforded by law for violations of the Final Judgment and Consent Decree, but only after providing Defendants sixty (60) days for the opportunity to respond to the notification described in Paragraph 5.1 above.

VI. RELEASE

A. Definitions

6.1 “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney

fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

6.2 “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to the design, development, marketing, or advertising of the TikTok platform or any of the TikTok platform’s features, or to any statements about the TikTok platform or any of its features, including but not limited to statements available on the TikTok platform or website.

6.3 “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Releasees by the State in any federal, state or local action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State or any Releasor (whether or not such State or Releasor has brought such action or proceeding).

6.4 Scope and Carve-Outs: Notwithstanding the preceding definition of “Released Claims,” any and all of the following forms of liability are specifically reserved and not released:

- (a) Any criminal liability;
- (b) Any liability for state or federal tax violations;

(c) Any state or federal antitrust liability, except unfair or deceptive acts and practices Claims that were asserted in any of the Actions or that could have been or could be asserted by any Releasor based on or arising out of the acts, practices, facts, matters, transactions, events, disclosures, statements, failures to act, or omissions alleged in this Action;

(d) Any state or federal environmental liability, it being understood that this carve-out does not include claims for public nuisance based on or arising out of the acts, practices, facts, matters, transactions, events, disclosures, statements, failures to act, or omissions alleged in this Action;

(e) Any claims of private individuals for any types of monetary or injunctive relief, it being understood that this carve-out does not permit a Releasor to bring parens patriae claims;

(f) Any enforcement of the terms of this agreement.

6.5 “Releasees” means (i) Defendants; (ii) all of Defendants’ past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors (including but not limited to TikTok USDS Joint Venture LLC), and assigns; (iii) the past and present direct or indirect subsidiaries, divisions, and joint ventures of any of the foregoing; (iv) the past and present directors, officers, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing.

6.6 “Releasors” means the State and, without limitation and to the maximum extent of the power of the Attorney General to release claims: (i) any and all departments, agencies, subdivisions, officers or instrumentalities of the State; (ii) any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing; (iii) any public entities or public

instrumentalities in the State; and (iv) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

B. Release

6.7 The State irrevocably releases the Releasees from all of the Releasors' Released Claims. The State (for itself and its Releasors) absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in this Final Judgment and Consent Decree are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be a complete bar to any Released Claim.

6.8 In connection with the releases provided for in the Final Judgment and Consent Decree, the State (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6.9 A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for

itself and its Releasors), expressly waives and fully, finally, and forever settles, releases and discharges, as of the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Final Judgment and Consent Decree.

VII. ADDITIONAL PROVISIONS

7.1 Nothing in this Final Judgment and Consent Decree shall be construed to authorize or require any action by Defendants in violation of applicable federal, state, or other laws, or Defendants' other legal obligations.

7.2 *Modification.* The Final Judgment and Consent Decree may be modified by a stipulation of the Parties, once it is approved by, and becomes a judgment of the Court, or by court proceedings resulting in a modified judgment of the Court.

7.3 Any failure by any party to this Final Judgment and Consent Decree to insist upon the strict performance by any other party of any of the provisions of this Final Judgment and Consent Decree shall not be deemed a waiver of any of the provisions of this Final Judgment and Consent Decree, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Final Judgment and Consent Decree.

7.4 *Entire Agreement.* This Final Judgment and Consent Decree represents the full and complete terms of the agreement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Final Judgment and Consent Decree and no prior versions of any of its terms that were not entered by the Court in this Final Judgment and Consent Decree may be introduced for any purpose whatsoever.

7.5 *Jurisdiction.* This Court retains jurisdiction of this Final Judgment and Consent Decree and the Parties hereto for the purpose of enforcing and modifying this Final Judgment and Consent Decree and for the purpose of granting such additional relief as may be necessary and appropriate.

7.6 *Counterparts.* This Final Judgment and Consent Decree may be executed in counterparts, and a facsimile, DocuSign or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

7.7 *Notice.* All Notices under this Final Judgment and Consent Decree shall be provided to the following via email and Overnight Mail:

(a) Defendants:

John Rogovin
 Scott Richburg
 5800 Bristol Parkway
 Culver City, CA 90230
 john.rogovin@bytedance.com
 scott.richburg@bytedance.com

(b) Copy to Defendants' attorneys:

Daniel M. Petrocelli
 dpetrocelli@omm.com
 O'Melveny & Myers LLP
 1999 Avenue of the Stars
 Los Angeles, CA 90067

Steve Brody
 sbrody@omm.com
 O'Melveny & Myers LLP
 1625 Eye Street, NW
 Washington, DC 20006

Robert Poundstone
 bpoundstone@bradley.com
 Bradley Arant Boult Cummings LLP
 445 Dexter Avenue, Suite 9075
 Montgomery, AL 36104

(c) The State and Its Attorneys:

Michael G. Dean, Assistant Attorney General
 Lindsay D. Barton, Assistant Attorney General
 TikTokSettlement@AlabamaAG.gov
 Office of the Attorney General
 501 Washington Avenue
 Montgomery, AL 36130

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 Jeffrey D. Price
 Jeff.Price@BeasleyAllen.com
 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
 218 Commerce Street
 Montgomery, AL 36104

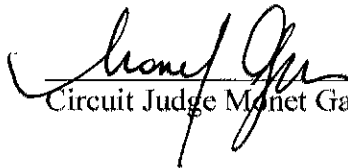
Joshua P. Hayes
 jhayes@princelaw.net
 Prince Glover Hayes
 2311 University Boulevard, Suite A
 Tuscaloosa, AL 35401

7.8 To the extent that any provision of this Final Judgment and Consent Decree obligates Defendants to change any operation(s), platform function(s) or feature(s), policy(ies) or procedure(s) and to the extent not already accomplished, unless another time is specified herein for implementation, Defendants shall implement the change(s) as soon as reasonably practicable, but no later than 180 days after the Effective Date of this Final Judgment and Consent Decree.

7.9 Term. At any time during the term of this Final Judgment and Consent Decree, Defendants shall have the right to request that the State, based on Defendants' act or performance of the terms of this Final Judgment and Consent Decree or for any other reason, modify or terminate this Final Judgment and Consent Decree. The State shall make a good faith evaluation of Defendants' request and make a prompt decision (in no event more than forty-five (45) days from Defendants' request) as to whether to grant the request. The decision whether to

grant Defendants' request to modify or terminate this Final Judgment and Consent Decree shall rest solely within the discretion of the State. If not terminated pursuant to the foregoing procedure, the term of this Final Judgment and Consent Decree shall be five years from the Effective Date, except as to those Payment provisions in Section IV that extend beyond five years from the Effective Date. The Payment provisions in Section IV shall remain effective until fully satisfied pursuant to the specific Payment terms in this Final Judgment and Consent Decree.

APPROVED FOR FILING and SO ORDERED this 25th day of September, 2026

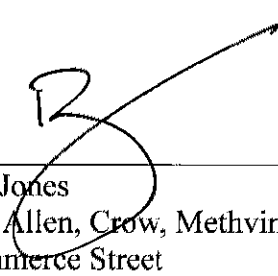

Circuit Judge Monet Gaines

APPROVED, AGREED TO, AND PRESENTED BY:

For the State of Alabama

Steve Marshall
Attorney General

By:


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