



No. Court File No. **VLC-S-S-258555**

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN



PLAINTIFF

AND

**BYTEDANCE LTD., TIKTOK LTD., TIKTOK PTE. LTD. AND
TIKTOK TECHNOLOGY CANADA INC.**

DEFENDANT(S)

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

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) 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(s),

- a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
 - b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
 - c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
 - d) if the time for response to civil claim has been set by order of the court, within that time.
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CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

Overview

1. TikTok is one of the most popular social media entertainment applications (“apps”) for mobile devices in Canada. The secret of TikTok’s success lies in its use of short videos, music and an algorithm which learns what content users like. Many people can spend hours of their days on the “For You” page of TikTok’s platform, where the algorithm puts content and targeted advertisements in front of users, anticipating what they will enjoy based on the content they have already engaged with.
2. To do this, TikTok collects vast amounts of user data, including user provided data (date of birth, location, payment information, phone number and email), device information (IP address, GPS data, device model and operating system), behavioural data (content viewed, how long users watch videos, what they like or comment on, and what they buy), social data (contact lists from users’ devices and other social media platforms as well as lists of ‘friends’ on TikTok), and biometric data (facial recognition data, voiceprints), (collectively, “personal information”), and uses it to

create profiles of users in order to (1) keep users interacting with the platform as much as possible, and (2) sell advertising to these profiled users.

3. Throughout the class period, TikTok did not adequately explain its data practices to adults and teens/children alike, in particular, the creation of profiles on each user, nor did it obtain meaningful consent for the use of vast amounts of personal information, including sensitive data of younger users, as required under Canadian privacy laws.

The Plaintiff

4. The plaintiff, [REDACTED] is a resident of [REDACTED], British Columbia ([REDACTED]). [REDACTED] has had a TikTok account since 2023 and uses TikTok regularly.

The Defendants

5. TikTok Pte. Ltd. ("TikTok Singapore") is a company incorporated under the laws of Singapore and headquartered there. It operates the TikTok platform and makes it accessible to users in Canada. According to the terms of service, when a user creates an account, they are entering an agreement with TikTok Singapore and its affiliates.
6. TikTok Ltd. ("TikTok Shanghai"), is the parent company of TikTok Singapore, and an affiliate, of TikTok Singapore. As such, it is a party to the terms of service.
7. ByteDance Ltd. ("ByteDance") is the company that owns the platform "TikTok" and TikTok Shanghai. It is an affiliate of TikTok Singapore, and, as such, it is a party to the terms of service.
8. TikTok Technology Canada Inc. ("TikTok Canada") is incorporated and headquartered in British Columbia. It engages in marketing, advertising, and content/creator development activities relating to the TikTok platform in Canada. TikTok Canada enters into agreements with entities wishing to advertise to Canadians via TikTok. TikTok Canada is an affiliate of TikTok Singapore and, as such, it is a party to the terms of service.

9. Collectively, the defendants are referred to as “TikTok” or the “defendant”.

CLASS DEFINITION

10. This proposed class action is brought on behalf of all persons in Canada who have registered an account with TikTok.

11. The plaintiff proposes a subclass on behalf of all “children” (as further defined below) in Canada, who have registered an account with TikTok.

FACTS

12. TikTok was first available in Canada in 2017, however, it became more relevant and popular after 2018, when ByteDance acquired the Musical.ly app and incorporated most of its features into the TikTok app. As of November 2024, the platform had 14 million active monthly Canadian users.

Users’ Agreement with TikTok

13. In order to use TikTok’s app, an individual first has to create a TikTok user profile by registering with TikTok using their phone number, email address or Facebook, Apple or Google credentials. When creating a user profile, users have to disclose their date of birth, as TikTok does not permit users under 13 years old (14 in Québec) to register for the app. Upon creating a user profile the user can write a short biography and add a profile picture.

14. When a user downloads the TikTok app and registers for the first time, a pop-up referencing and linking to the TikTok Terms of Service and TikTok Privacy Policy appears. To continue using the app, the user must actively click “Agree and Continue”. As part of this, users agree to accept any changes TikTok makes to its terms of service and/or privacy policy.

15. According to the terms of service, the agreement is between the user, TikTok Singapore, and TikTok Singapore’s “affiliates”. The terms of service expressly incorporate the privacy policy.

16. TikTok has different privacy policies which apply to users in different locations around the world. Until June 2025, when TikTok published a stand-alone privacy policy for Canada (and its first French-language privacy policy), Canadians were covered by the various iterations of TikTok’s privacy policy for “Other Regions.” In each iteration of the privacy policy, TikTok committed to explaining its “practices concerning personal data collection”. However, at no point in any iteration of the privacy policies did TikTok explain its practices related to tracking, profiling, advertising, and content personalization based on the personal information it collected in a manner that was sufficiently clear, accessible, or understandable to individuals. None of the iterations of the privacy policy disclosed to users that TikTok was combining and categorizing the personal information it collected on them in order to create detailed profiles. Neither did they disclose that TikTok’s purpose for creating these profiles was to entice users to spend more and more time on the platform and to be able to sell advertising targeted at those users while they were on the platform.
17. There was a lack of information designed to help younger users understand what TikTok was doing with respect to ad targeting and content personalization taking into account their level of cognitive development.
18. TikTok had no appropriate, reasonable, or legitimate reason to collect personal information from children (as defined below) with user accounts.
19. Finally, through the class period (and at least until June 2025), TikTok did not provide any of its disclosure in French.

What is TikTok?

20. The main feature of the TikTok platform is the ability to upload, view and share short videos (between 15 seconds and 10 minutes). TikTok shows one video at a time, and users can swipe up to see the next video or swipe down to return to the previous

video they have watched. Users can ‘like’ and ‘comment’ on a video or respond to it by uploading their own content.

21. The TikTok platform consists primarily of user-generated content, meaning that users rather than the organization are responsible for generating content and information. The combination of these features has created a highly immersive environment, where users are incentivized to spend long hours on the platform watching and interacting with a seemingly endless stream of video content.
22. Part of TikTok’s popularity can be attributed to its unique, highly personalized machine learning algorithm. The only way for users to see content is if TikTok’s algorithm decides they should see it. TikTok’s algorithm studies the user’s past activities and adapts to changes in user preferences and engagement patterns. More specifically, the recommendation algorithm takes note of the videos TikTok users ‘like,’ create, share to friends, repost, and comment on in the past and present.
23. In addition, the algorithm analyzes each video a user engages with and looks at hashtags, captions, sounds, and effects that are included in the video. It searches for patterns and resemblances between each video in order to determine the relevance and suitability of a user’s preferences. The algorithm also identifies popular and trending content across the internet. Using these patterns and trends, the algorithm selects videos from the content uploaded to TikTok to share with each user through the individually tailored “For you” page on the platform.

TikTok’s Profiles of Users

24. Through its algorithm, TikTok creates a profile of each user that encompasses the personal information about that individual that TikTok collects directly or infers. The list of categories of information in this profile is some 31 pages long. This vast amount of personal information results in a remarkably detailed personal profile which TikTok uses to predict what content users want to see and which advertisements they are most likely to respond to. TikTok uses the personal information it collects on users, such as voice prints and facial recognition to infer other sensitive categories of

information on users such as gender and age. TikTok uses the personal behavioural information it collects on users to infer other sensitive categories of information such as sexual orientation. This inferred information is added to users' profiles. All of this profiling is intended to increase the time each user spends on TikTok in order to sell more opportunities to advertise to them and to more effectively decide what advertising to show to users. TikTok accomplishes this by using the profiles to train its machine learning algorithms so that users are shown content and advertisements directly tailored to their interests or characteristics.

25. TikTok's users fall into three categories:

- a) Users under 13 years old (14 in Québec) who, according to the terms of service, are not permitted to use TikTok ("children");
- b) Minors who are over 13 years old (14 in Québec) who are permitted to use TikTok according to its terms of service ("youth"); and
- c) All other users ("adults").

26. TikTok collects personal information on all three categories of users to create profiles which they used for content personalization and targeting advertisements.

27. Each year, TikTok deletes around 500,000 accounts in Canada which it believes belong to children. During the class period, TikTok retained the personal information collected from these accounts and the profiles created from that personal information.

28. The fact that at least 500,000 children in Canada are using the platform every year is evidence that children are a major demographic among TikTok's users. TikTok is aware of this.

29. The plaintiff, [REDACTED], falls into the third category of users, adults.

How does TikTok use advertising?

30. TikTok's core commercial business is the delivery of advertising which is incorporated into the platform by way of videos interspersed with user content, various image or gif-based ads on the app as well as links and hashtag ads. The more time users spend watching TikTok, the more ads they are exposed to.
31. TikTok's knowledge of its users' preferences allows it to more effectively target them with advertising that they are likely to respond to. This is part of TikTok's value proposition to advertisers – by advertising with TikTok, advertisers can micro-target users who are likely to be influenced to buy their products.

OPC Investigation

32. On September 23, 2025, The Privacy Commissioners of Canada, Québec, British Columbia and Alberta (hereinafter "the OPC") published a joint investigation report in which they found that TikTok's collection, use and disclosure of the personal information of individuals in Canada did not comply with federal and provincial privacy laws.
33. In response to the report, TikTok committed to:
 - a. implement two new or enhanced "underage detection models" to identify suspected underage user accounts on the platform, and flag them for moderation and potential removal;
 - b. provide enhanced 'up front' information on TikTok's use of the personal information it collects from users within six months of the issuance of the report;
 - c. update its privacy policy within six months of the issuance of the report to include additional information relating to its privacy practices, together with links to layered supporting communications on specific topics. In particular, TikTok agreed to provide additional information on cross-border transfers of data and the processing of voice and face data;

- d. develop a “teen summary” and “privacy highlights video” aimed at clearly informing minors who are permitted to use TikTok of its data collection and use practices;
- e. restrict the delivery of targeted ads so that users under 18 would not be delivered targeted ads other than according to generic data such as language and approximate location; and
- f. implement a new “privacy settings check-up” mechanism for all Canadian users that would allow users to more easily review, adjust and confirm their setting choices.

PART 2 – RELIEF SOUGHT

34. The plaintiff on her own behalf and on behalf of the class members, claims:

- a. an order pursuant to the *Class Proceedings Act*, [R.S.B.C. 1996], c. 50 (the “CPA”), certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff of the Class;
- b. a declaration that TikTok breached the *Privacy Act*, R.S.B.C. 1996 c. 373; *The Privacy Act*, CCSM, c. P125, *The Privacy Act*, RSS 1978, c. P-24, and *The Privacy Act*, RSNL 1990, c. P-22;
- c. a declaration that TikTok intruded upon the seclusion of the class members;
- d. a declaration that TikTok breached its contract with class members;
- e. a declaration that TikTok breached the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2, and equivalent provincial legislation
- f. General damages, moral damages, compensatory damages, pecuniary damages, special damages and Charter damages for violations of class members’ quasi-constitutional rights to informational privacy and compliance with PIPEDA;

- g. Damages and/or disgorgement of profits for violations of consumer protection legislation;
- h. Damages for breach of the *Infants Act* on behalf of minor class members;
- i. Charter damages for breach of contract or nominal damages and/or disgorgement of profits;
- j. an order directing an aggregate assessment of damages pursuant to s. 29 of the *Class Proceedings Act*;
- k. an order directing a reference or giving such other directions as may be necessary to determine any issues not determined at the trial of the common issues;
- l. pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996 c. 79;
- m. the costs of administering the plan of distribution of the recovery in this action; and
- n. such further and other relief as this Honourable Court deems just.

PART 3 – LEGAL BASIS - CAUSES OF ACTION

PIPEDA AND EQUIVALENT PROVINCIAL PRIVACY LEGISLATION

PIPEDA Applies to the Personal Information Collected by TikTok

35. As stated above, the data collected by TikTok included user provided data (date of birth, location, payment information, phone number and email), device information (IP address, GPS data, device model and operating system), behavioural data (content viewed, how long users watch videos, what they like or comment on, and what they buy), social data (contact lists from users' devices and other social media platforms as well as lists of 'friends' on TikTok), and biometric data (facial recognition data, voiceprints).

36. This data is “personal information” as defined in section 2(1) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, (“PIPEDA”).
37. TikTok Singapore, which collected the data, is an “organization” as defined in section 2(1) of PIPEDA and was required by section 5(1) to comply with PIPEDA’s mandatory obligations which are set out in Schedule 1 to PIPEDA.
38. PIPEDA is mandatory, quasi-constitutional legislation. TikTok could not contract out of its requirements through one-sided contracts of adhesion. Pursuant to Schedule 1, principle 4.1.3, PIPEDA applies when data is collected from Canadians, even if the information is then transferred to third parties outside of Canada.

TikTok Violated the Provisions of PIPEDA

39. TikTok violated principle 4.3 of Schedule 1 of PIPEDA which requires the knowledge and consent of the individuals to the collection, use, or disclosure of their personal information, because it did not obtain meaningful consent to the use of the personal information it collected for the creation of profiles that would be used to target advertising at users. In particular, TikTok breached:
 - a. Principle 4.3.2 by not properly advising users of the purposes for which it was using the information;
 - b. Principle 4.3.5 by not obtaining consent to this practice in accordance with the reasonable expectations of users; and
 - c. Principle 4.3.6 by not seeking express consent for the use of highly sensitive data (such as the biometric data it used) for these purposes.
40. TikTok violated section 6.1 of PIPEDA, “Valid Consent”, because its disclosure did not permit individuals to reasonably understand that the extensive personal information TikTok collected on them would be used for the creation of profiles that would be used to target advertising at users.

41. With respect to children, TikTok violated section 5(3) of PIPEDA by collecting personal information on children for a purpose that a reasonable person would not consider appropriate in the circumstances.

TikTok Violated the Equivalent Provincial Privacy Legislation

42. Three provinces, Alberta, British Columbia and Québec have their own provincial equivalents to PIPEDA (the “equivalent provincial privacy legislation”). In Alberta, the *Personal Information Protection Act*, SA 2003 c P-6.5 (“PIPA AB”), applies to organizations operating in Alberta. In British Columbia, the *Personal Information Protection Act*, SBC 2003 c. 63 (“PIPA BC”) applies to organizations operating in British Columbia. In Québec, the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR c P-39.1 (“PPIPS”) applies to organizations operating in Québec. TikTok operated in all three provinces.
43. TikTok violated section 6(1) of PIPA BC and sections 7 and 8 of PIPA AB which requires the knowledge and consent of the individuals to the collection, use, or disclosure of their personal information, because it did not obtain meaningful consent to the use of the personal information it collected for the creation of profiles that would be used to target advertising at users.
44. TikTok violated sections 8 and 8.3 of PPIPS because its disclosure did not permit individuals to make an informed decision about the extensive personal information TikTok collected on them or its use for the creation of profiles that would be used to target advertising at them.
45. TikTok violated section 8.1 of PPIPS because TikTok’s platform contained functions that allowed users to be identified, located, or profiled which were not deactivated by default. TikTok similarly violated section 9.1 of PPIPS because the privacy setting on TikTok’s platform were not set to the highest level by default.
46. With respect to children, TikTok violated sections 11 and 14 of PIPA BC, sections 11 and 16 of PIPA AB and section 4 of PPIPS by collecting personal information on children for a purpose that was not reasonable in the circumstances.

47. TikTok's violations of PIPEDA and the equivalent provincial privacy legislation inform the causes of action.

STATUTORY TORTS FOR BREACH OF PRIVACY

48. As set out above, TikTok collects vast amounts of personal information from its users, including but not limited to sensitive information such as biometric data, behavioural data and location data.

49. The nature, incidence and occasion of the act or conduct was that TikTok collected this information without properly disclosing to users what purposes it was using the personal information for. As set out above, TikTok used the personal information it collected to profile users in order to target them with advertising. In its privacy policies, TikTok did not explain its practices related to tracking, profiling, ad-targeting and content personalization to individuals in a manner that was sufficiently clear. This failure to explain the purposes for which it was using the personal information meant that users could not meaningfully consent to the data collection for that use, rendering the collection and use of the personal information a breach of privacy.

50. In addition, by using the personal information it collected to infer additional details about users, such as age, gender, sexual orientation and political views, and combining this inferred information with the other personal information collected in profiles, TikTok increased the sensitivity of all the information it collected. A user's name, on its own, might not be sensitive, but becomes more sensitive when it is connected to the users' sexual orientation or political views.

51. With respect to children, TikTok's collection of the personal information was for an illegitimate purpose and therefore a breach of privacy under the circumstances.

52. TikTok's conduct, described in paragraphs 49-50, substantially, unreasonably, wilfully, and without claim of right violated the privacy of the plaintiff and class members. By profiling users, TikTok made the personal information it collected and inferred particularly sensitive, increasing the impact of the privacy breach.

53. TikTok's conduct, described in paragraph 51, substantially, unreasonably, willfully, and without claim of right violated the privacy of class members who are children. By collecting information from children without a legitimate purpose, TikTok violated their privacy.

British Columbia Class Members

54. The plaintiff and class members plead on behalf of all class members who are domiciled or are residents of the Province of British Columbia, that TikTok violated section 1 of the *Privacy Act*, RSBC 1996, c. 373 when its willful or in the alternative reckless acts, done substantially, unreasonably, and without a claim of right, resulted in the improper collection, use and disclosure of users' personal information, contrary to the reasonable privacy interest of class members, as particularized at paragraphs 49 to 51. Pursuant to s. 4 of the Act, this claim may be brought in the Supreme Court.

Manitoba Class Members

55. The plaintiffs plead on behalf of all class members who are domiciled or are residents of the Province of Manitoba that TikTok violated section 2 of the *Privacy Act*, CCSM c. P125, when its willful or in the alternative reckless acts, done substantially, unreasonably, and without a claim of right, resulted in the improper collection, use and disclosure of users' personal information, contrary to their obligations to class members, as particularized at paragraphs 49 to 51.

56. As a result of these breaches Manitoba class members are entitled to rely upon section 4 of the *Act* for damages. Pursuant to the *Act*, class members claims may be brought in court.

Saskatchewan Class Members

57. The plaintiffs plead on behalf of all class members who are domiciled or are residents of the Province of Saskatchewan that TikTok violated section 2 of the *Privacy Act*, RSS 1978, c. P-24, when its willful or in the alternative reckless acts, done substantially, unreasonably, and without a claim of right, resulted in the improper

collection, use and disclosure of users' personal information, contrary to their obligations to class members, as particularized at paragraphs 49 to 51.

58. As a result of these breaches Saskatchewan class members are entitled to rely upon section 7 of the *Act* for damages.

Newfoundland and Labrador Class Members

59. The plaintiffs plead on behalf of all class members who are domiciled or are residents of the Province of Newfoundland and Labrador that TikTok violated section 3 of the *Privacy Act*, RSNL 1990, c. P-22, when its willful or in the alternative reckless acts, done substantially, unreasonably, and without a claim of right, resulted in the improper collection, use and disclosure of users' personal information, contrary to their obligations to class members, as particularized at paragraphs 49 to 51.

60. As a result of these breaches, Newfoundland and Labrador class members are entitled to rely upon section 6 of the *Act* for damages. Pursuant to s. 8 of the *Act*, the claim may be brought in court.

Applicable Law

61. TikTok's tortious conduct is informed by violations of PIPEDA and the equivalent provincial legislation as set out in paragraphs 39-46.

INTRUSION UPON SECLUSION

62. The tort of intrusion upon seclusion is made out because:

- a) TikTok intentionally invaded the class members' privacy through its unauthorized use of the personal information it collected from class members to create profiles of them, including sensitive categories of information, which could be used for targeted advertising;
- b) TikTok had no lawful justification for invading the class members' private affairs or concerns in this manner; and

- c) the personal information that was invaded, in particular, the biometric, location, and behavioural data was highly sensitive and personal and a reasonable person would consider the invasion to be highly offensive causing anguish, humiliation or distress.

63. The information and data of the plaintiff and other Class Members that was used and inferred by TikTok was – either independently or in the aggregate – inherently revealing and private. In particular, the combination of the personal information into a profile increased the sensitivity of all the information in the profile, making the invasion more offensive.

64. Specifically, TikTok's actions are uniformly and objectively highly offensive and demonstrate disregard for class members' rights to privacy because TikTok:

- a) did not meaningfully disclose that it was covertly tracking, profiling, combining, storing and aggregating personal information into profiles;
- b) did not meaningfully disclose that it was using these profiles and interest categories to specifically generate targeted advertisement aimed at users;
- c) did not meaningfully disclose the full breadth of actual information which might be collected and the full usage of such information; and
- d) failed to obtain meaningful consent from users as pleaded above.

65. This intrusion is highly offensive and caused the plaintiffs and Class Members to suffer anguish because of the private nature of the information that was collected by TikTok including, but not limited to biometric data, behavioural data and location data.

Applicable Law

66. Under the common law of Canada, the cause of action for intrusion upon seclusion engages the quasi-constitutional right to informational privacy.

BREACH OF CONTRACT

67. The plaintiff and class members entered a standard form contract (the “Contract”) with TikTok when downloading the app and creating a user profile. As plead above at paragraphs 14 and 15, the Contract consisted of TikTok’s Terms of Service and Privacy Policy. Users entered into the Contract with TikTok Singapore and its “affiliates”, which include the other three defendants.

68. The Contract was a “take it or leave it” contract of adhesion where customers had no opportunity to negotiate the terms. It is therefore subject to principles of interpretation governing such contracts. Any ambiguity should be strictly construed against TikTok.

The Privacy Policy and The Breaches of the Contract

69. It was a term of the contract, as contained in each of TikTok’s applicable privacy policies, that TikTok would explain its “practices concerning the personal data we collect from you, or that you provide to us” in the privacy policy. This quote is taken from TikTok’s February 2021 Privacy Policy. TikTok’s other privacy policies all contained the same language or equivalent language. A list of TikTok’s privacy policies by the date they were amended, as known to the plaintiff, appears at Schedule “A” to this claim.

70. TikTok breached this term of the contract because it never explicitly explained in the privacy policy that personal data collected from each individual would be used to infer additional information about users and then combined with the inferred information to create a detailed profile of the user. Further, it never explained the profile would be used by TikTok’s algorithm to target them with advertising and content.

71. The section of TikTok’s privacy policy entitled “How we use your personal data”, contains a list of specific uses TikTok would make of the personal data it collected. It was a term of the contract that TikTok’s use of the personal data would be limited to the uses contained in the list. TikTok’s other privacy policies all contained the same section with a list of specific uses.

72. TikTok breached this term of the contract by using the personal data to create profiles as outlined above, a use of the data that was not authorized in the section on “How we use your personal data”. None of TikTok’s privacy policies contain a reference to the creation of profiles in this section.
73. Under section 6.1, and principles 4.3.2, 4.3.5 and 4.3.6 of PIPEDA, TikTok was required to obtain meaningful consent through their privacy policy in order to use the personal data for a use not authorized under section 3, including to create a profile. By collecting the personal data and creating profiles absent meaningful consent the defendants misused class members personal information and in doing so breached the contract.
74. As a result of TikTok’s breaches of the contract, the plaintiff and class members suffered damages as detailed below.

Applicable Law

75. With respect to the cause of action for breach of contract, the plaintiff pleads that the common law of Canada, together with the civil law of Québec as set out in the applicable provisions of the Civil Code, including ss. 36, 37, and 38, apply. The terms of service regarding the collection, use, and disclosure of personal information is governed in Canada by the meaningful consent provisions of PIPEDA except, in Québec which is governed by the PPIPS.

QUÉBEC LAW

76. With respect to class members resident in Québec, TikTok breached arts. 35, 36, and/or 37 of the CCQ because it did not permit users in Québec to make an informed decision about the use of their personal information for the creation of profiles.
77. More specifically, the collection of the personal information by TikTok without providing sufficient information for users to make informed decisions about its use and the collection of information by ‘default’ constituted an invasion of privacy contrary to s. 35 of the CCQ. This is especially the case because TikTok did not

provide any of its privacy policies in French until after the privacy commissioners began investigating it.

78. By using the collected personal information, including biometric data and voiceprints, to train algorithms and to create profiles for targeted advertising, TikTok breached s. 36(5) of the CCQ because it used the names, likenesses and voices of users for a purpose other than the legitimate information of the public.

79. The creation of the profiles and the collection of the personal information constituted the establishment of a “file” on each user. Contrary to s. 37 of the CCQ, TikTok did not have the consent of individuals to any establishment of a file.

80. With respect to children, TikTok collected their personal information, including biometric, location and behavioural data, for illegitimate purposes and used it to create profiles on them. This constituted a violation of s. 35, 36(5) and 37 of the CCQ.

81. As a result of these violations, class members resident in Québec are entitled to moral and material damages pursuant to arts. 1457 and 1463 – 1464 of the CCQ, and punitive damages pursuant to art. 49 of the Québec Charter of Human Rights and Freedoms.

Applicable Law

82. With respect to the Québec causes of action, the plaintiff pleads that the civil law of Québec, as set out above, governs the obligations of the parties. The collection, use, and disclosure of personal information is governed in Québec by the Civil Code (CCQ) and the PPIPS which informs the Québec Charter of Human Rights.

83. The Québec Charter of Human Rights is mandatory quasi-constitutional legislation.

BREACH OF CONSUMER PROTECTION LEGISLATION*British Columbia*

84. With respect to class members resident in British Columbia who signed up for TikTok accounts, as defined in section 1 of the *Business Practices and Consumer Protection Act.*, SBC 2004. c. 2.:

- a. each class member was a “consumer”;
- b. TikTok was a “supplier”;
- c. TikTok app was a “service”; and
- d. The provision of the TikTok platform to class members was a “consumer transaction.”

85. Class members were consumers because they used TikTok for household purposes.

86. TikTok specifically represented in its privacy policies, that TikTok would explain its “practices concerning the personal data we collect from you, or that you provide to us” in the privacy policy. Each of TikTok’s privacy policies contained the same or essentially the same representation.

87. TikTok’s representation was objectively false and misleading to class members because it never explicitly explained that personal data collected from each individual would be used to infer additional information about users and then combined with the inferred information to create a detailed profile of the user which in turn would be used by TikTok’s algorithm to target them with advertising and content.

88. TikTok represented in the section of its privacy policies entitled “How we use your personal data”, that it would not use the data it collected from users in other ways

than were listed in that section. Each of TikTok's privacy policies contained the same or essentially the same representation.

89. This was a misrepresentation because TikTok used the personal data to create profiles as outlined above.

90. TikTok's conduct, as outlined above, constituted an unconscionable act or practice.

91. As a result of TikTok's violations of sections 4, 5 and 8 of the *BCPCA*, the plaintiff seeks damages under section 171 of the *BCPCA*; relief under section 172(1) in the form of either a declaration that TikTok's practices breached the Act and a permanent injunction against further breaches of the act as well as disgorgement of profits under s. 172(3).

Other Provinces

92. For the purposes of this pleading, "Applicable Consumer Protection Legislation" means the Ontario *Consumer Protection Act, 2002*, S.O. 2002, c. 30; Québec *Consumer Protection Act*, C.Q.L.R. c. P-40.1; *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2; *Business Practices Act*, C.C.S.M. c. B120; *Consumer Protection and Business Practices Act*, S.S. 2014, c. C-30.2; *Consumer Protection Act*, RSA 2000, c C-26.3; *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1; and *Business Practices Act*, R.S.P.E.I. 1988, c. B-7.

93. As pleaded above at paragraphs 86 to 89, TikTok made specific representations to class members which were objectively and materially false and misleading to class members.

Ontario

94. With respect to Ontario, the TikTok app is a "service", TikTok is a "supplier", and class members were "consumers" all as defined in s. 1 of the Ontario *Consumer Protection Act, 2002*, S.O. 2002, c. 30 (Ontario *CPA*). By making the materially false and misleading representations, TikTok engaged in unfair practices as prohibited by

ss. 14 and 15 of the Ontario *CPA*. Class members resident in Ontario are entitled to an award of damages pursuant to s. 18 of the Ontario *CPA*.

95. With respect to class members in Ontario, the plaintiff pleads that it is in the interest of justice for the court to disregard the requirement to give notice in the context of a proposed class proceeding pursuant to section 15 of the Ontario *CPA*.

Québec

96. With respect to Québec, the TikTok app is “goods”, TikTok is a “manufacturer” and/or “merchant”, and class members were “consumers” all as defined in s. 1 of the Québec *Consumer Protection Act*, C.Q.L.R. c. P-40.1 (Québec *CPA*). By making the materially false and misleading representations, TikTok engaged in a practice prohibited by s. 219 of the Québec *CPA*. Class members resident in Québec are entitled to an award of damages pursuant to s. 272 of the Québec *CPA*.

Alberta

97. With respect to Alberta, the TikTok app is a “service”, TikTok is a “supplier”, and class members were “consumers” who entered into a “consumer transaction” all as defined in s. 1 of the *Consumer Protection Act*, RSA 2000, c C-26.3 (Alberta *CPA*). By making the materially false and misleading representations, TikTok engaged in an unfair practice contrary to ss. 2, 3, and 5 of the Alberta *CPA*. Class members resident in Alberta are entitled to an award of damages pursuant to ss. 7, 7.2, and 13 of the Alberta *CPA*.

98. With respect to class members in Alberta, the plaintiff pleads that it is in the interest of justice for the court to disregard the requirement to give notice in the context of a proposed class proceeding pursuant to section 7.2(3) of the Alberta *CPA*.

Saskatchewan

99. With respect to Saskatchewan, the TikTok app is a “service”, TikTok is a “supplier”, and class members were “consumers” all as defined in s. 2 of the *Consumer Protection and Business Practices Act*, S.S. 2014, c. C-30.2 (Sask. *CPBPA*). By

making the materially false and misleading representations, TikTok engaged in an unfair practice contrary to ss. 6, 7 and 8 of the Sask. *CPBPA*. Class members resident in Saskatchewan are entitled to an award of damages pursuant to s. 93 of the Sask. *CPBPA*.

Newfoundland and Labrador

100. With respect to Newfoundland and Labrador, the TikTok app is a “service”, TikTok is a “supplier”, and class members were “consumers” who entered into a “consumer transaction” all as defined in s. 2 of the *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1 (NFLD *CPBPA*). By making the materially false and misleading representations, TikTok engaged in an unfair practice contrary to s. 7 of the NFLD *CPBPA* and an unconscionable act contrary to s. 8 of the NFLD *CPBPA*. Both unfair practices and unconscionable acts are prohibited by s. 9 of the NFLD *CPBPA*. Class members resident in Newfoundland and Labrador are entitled to an award of damages pursuant to s. 10 of the NFLD *CPBPA*.

Prince Edward Island

101. With respect to P.E.I., the TikTok app is a “service”, class members were “consumers”, and the representations made by TikTok were “consumer representations” all as defined in s. 1 of the *Business Practices Act*, R.S.P.E.I. 1988, c. B-7 (P.E.I. *BPA*). By making the materially false and misleading consumer representations, TikTok engaged in unfair business practices contrary to ss. 2 and 3 of the P.E.I. *BPA*. Class members resident in P.E.I. are entitled to an award of damages pursuant to s. 4 of the P.E.I. *BPA*.

EFFECT OF ANY ARBITRATION CLAUSE

102. With respect to class members in British Columbia, the plaintiff pleads that sections 14.3(1) to (3) of the *Business Practices and Consumer Protection Act* prohibit a supplier from including a dispute resolution or class proceeding term in a consumer contract. To the extent that class members’ claims predate the recent amendments

to the *BPCPA*, the plaintiff pleads that class members are entitled to seek relief under s. 172 in the Supreme Court, regardless of any arbitration clause.

103. With respect to class members in Ontario, the plaintiff pleads that Section 7(2) of the *Consumer Protection Act, 2002* permits class members to bring their Ontario CPA claims in court, despite any arbitration clause and Section 8 confirms that class members may commence or join a class proceeding despite any term purporting to prevent them from doing so.

104. With respect to class members in Alberta, the plaintiff pleads that section 16(1)–(3) of the *Consumer Protection Act* prohibits the defendants from enforcing the arbitration clause against Alberta residents with respect to their Alberta CPA claims unless they voluntarily agree to arbitrate.

105. With respect to class members in Québec, the plaintiff pleads that article 11.1 of the *Loi sur la protection du consommateur* prohibits the defendants from enforcing the arbitration clause against Québec residents with respect to their claims unless they voluntarily agree to arbitrate after the dispute has arisen.

106. With respect to class members in Saskatchewan, the plaintiff pleads that sections 15 and 101 of the *Consumer Protection and Business Practices Act* operate to render the arbitration clause unenforceable as a limit on Saskatchewan class members' rights under the *CPBPA*.

107. With respect to class members in Newfoundland and Labrador, the plaintiff pleads that section 3 of the *Consumer Protection and Business Practices Act* operates to render the arbitration clause unenforceable as a waiver of Newfoundland class members' rights under the *CPBPA*.

108. With respect to class members in New Brunswick, the plaintiff pleads that section 349 of the *Consumer Protection Act* prohibits the arbitration clause from requiring the dispute to be submitted to arbitration (or to be subject to foreign law).

109. In the event that TikTok seeks to rely on an arbitration clause in the Terms of Service, the plaintiff states that the clause is unenforceable on the grounds of unconscionability and is contrary to public policy.

EFFECTS OF THE INFANTS ACT

110. With respect to class members who are under the age of majority pursuant to *the Age of Majority Act, RSBC 1996* or equivalent provincial legislation, the plaintiff pleads that any agreement between them and TikTok including the terms of service is unenforceable against them pursuant to sections 19 and 20 of the *Infants Act, RSBC 1996, c. 223*. Moreover, under section 20 of the *Infants Act*, minor class members are entitled to compensation when a contract is unenforceable.

111. Hence, any limitations in the Contract on pursuing the claims of minors in this proceeding should be disregarded as invalid or otherwise unenforceable against minor class members.

DAMAGES

112. As a result of the defendants' wrongdoing, the plaintiff and class members suffered damages including, but not limited to:

- a. General damages, moral damages, compensatory, pecuniary or special damages for violations of privacy, including intrusion upon seclusion;
- b. Charter damages for violations of class members' quasi-constitutional rights to informational privacy and compliance with PIPEDA;
- c. Charter Damages for breach of contract or nominal damages and/or disgorgement of profits;
- d. Statutory damages under the British Columbia Privacy Act, the Manitoba Privacy Act, the Saskatchewan Privacy Act and the Newfoundland and Labrador Privacy Act;

- e. Damages and/or disgorgement of profits for violations of the applicable Consumer Protection Legislation;
- f. Damages for breach of the *Infants Act* on behalf of minor class members; and
- g. Punitive damages under s. 49 of the Québec Charter of Human Rights and Freedoms.

Damages for Breach of Contract

113. The plaintiff and class members claim disgorgement for breach of contract of all profits obtained by TikTok through the unauthorized collection, use and disclosure of personal information to third parties for purposes including creating detailed user profiles and exposing users to targeted advertisements based on such user profiles. This practice allowed TikTok to exponentially grow their business and revenues.

114. The plaintiff states that compensatory remedies for breach of contract alone are inadequate to address the harm caused for class members. The nature of the plaintiff's and class members' interest in their personal information support their legitimate interest in preventing TikTok's profit-making activity and, hence, in depriving TikTok of its profits. TikTok should be required to disgorge its financial gains realized from the breach of contract.

115. It would be unconscionable for the defendants to retain the revenues generated by the conduct set out herein.

116. In the alternative, the plaintiff and class members seek aggregate nominal damages for breach of contract. Nominal damages are appropriate here to affirm that there has been an infraction of class members' legal rights under the contracts. The plaintiff pleads that in the event there is no direct compensable loss to themselves or class members, an award for nominal damages for breach of contract is appropriate to vindicate rights.

Damages for Breach of Consumer Protection Legislation

117. TikTok's misleading representations as pleaded in paragraphs 86 to 89, is an unconscionable practice as it was solely for the purposes of TikTok's own commercial gain. This conduct undermines the purpose of consumer protection laws which exist to ensure that consumers are not subject to unfair practices.

118. As damages for the breaches of the consumer protection acts, the plaintiff and class members claim disgorgement of all profits obtained by TikTok through the unauthorized collection, use and disclosure of personal information to third parties for purposes including creating detailed user profiles and exposing users to targeted advertisements based on such user profiles. This practice allowed TikTok to exponentially grow their business and revenues.

119. The plaintiff states that compensatory remedies alone are inadequate to address the harm caused for class members. The nature of the plaintiff's and class members' interest in their personal information support their legitimate interest in preventing TikTok's profit-making activity and, hence, in depriving TikTok of its profits. TikTok should be required to disgorge its financial gains realized from the breach of the consumer protection acts.

120. It would be unconscionable for the defendants to retain the revenues generated by the conduct set out herein.

Damages for Breach of the Privacy Acts and Intrusion Upon Seclusion

121. The plaintiff and class members claim damages for suffering distress, anguish, reduced trust and feelings of lost privacy, and ongoing increased levels of stress that it experienced from the unlawful intrusion, violations of the Privacy Acts and usage of their personal information without meaningful consent.

JURISDICTION

122. There is a clear and substantial connection between British Columbia and the matters alleged in this proceeding. The plaintiff and class members rely on the *Court Jurisdiction and Proceeding Transfer Act*, SBC 2003, c 28 (CJPTA) with respect to

the defendants. Without limiting the foregoing, the plaintiff relies on sections 7 and 10 to establish such connection:

- a. The defendant, TikTok Canada has a place of business in British Columbia;
- b. The defendants, TikTok Singapore and its affiliates TikTok Shanghai and ByteDance conduct business operations in British Columbia;
- c. The alleged torts occurred in British Columbia; and
- d. The claims involve statutory privacy rights of individuals who are residents of British Columbia.

LEGISLATION

123. The plaintiff pleads and relies on:

- a. *Act respecting the protection of personal information in the private sector*, CQLR c P-39.1;
- b. *Age of Majority Act*, RSBC 1996, c 7;
- c. *Business Practices Act*, C.C.S.M. c. B120;
- d. *Business Practices Act*, R.S.P.E.I. 1988, c. B-7.
- e. *Business Practices and Consumer Protection Act.*, SBC 2004. c. 2;
- f. *Charter of Human Rights and Freedoms*, CQLR c C-12;
- g. *Class Proceedings Act*, RSBC 1996, c. 50
- h. *Code civil du Québec*, RLRQ c CCQ-1991
- i. *Consumer Protection Act, 2002*, S.O. 2002, c. 30;
- j. *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- k. *Consumer Protection Act*, RSA 2000, c C-26.3;

- l. *Consumer Protection and Business Practices Act*, S.S. 2014, c. C-30.2;
- m. *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1;
- n. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28;
- o. *Court Order Interest Act*, RSBC 1996 c 79;
- p. *Infants Act*, RSBC 1996, c 223;
- q. *Personal Information Protection Act*, SBC 2003, c. 63;
- r. *Personal Information Protection Act*, SA 2003 c P-6.5;
- s. *Personal Information Protection and Electronic Documents Act* SC 2000, c. 5;
- t. *Privacy Act*, RSBC 1996, c 373;
- u. *The Privacy Act*, CCSM c P125;
- v. *The Privacy Act*, RSNL 1990, c P-22; and
- w. *The Privacy Act*, RSS 1978, c P-24;

THE PLACE OF TRIAL

124. The plaintiff proposes that this action be tried at the City of Vancouver.

Plaintiff's address for service:	CHARNEY LAWYERS PROFESSIONAL CORP. 604 - 151 Bloor Street West Toronto, ON M5S 1S4
Fax number address for service (if any):	1-416-964-7416
E-mail address for service (if any):	tedc@charneylawyers.com
Place of trial:	Vancouver
The address of the registry is:	800 Smithe Street, Vancouver

Date: November 14, 2025



Signature of Theodore P. Charney
lawyer for plaintiff

Schedule “A”

List of TikTok’s Privacy Policies

Date Modified	Jurisdiction of the Policy
February 2019	“If you are not in the US, EEA, the United Kingdom or Switzerland” (“Other Regions”)
February 2020	Other Regions
December 2020	Other Regions
January 2021	Other Regions
February 2021	Other Regions
June 2, 2021	Other Regions
April 2, 2022	Other Regions
January 1, 2023	Other Regions
March 21, 2023	Other Regions
June 30, 2023	Other Regions
August 4, 2023	Other Regions
December 1, 2023	Other Regions
January 2, 2024	Other Regions
March 22, 2024	Other Regions
June 10, 2024	Other Regions
September 30, 2024	Other Regions
June 2, 2025	Canada (English)
June 2, 2025	Canada (French)

Form 11 (Rule 4-5 (2))

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

The plaintiff claims the right to serve this pleading/petition on the Defendants outside British Columbia on the ground that:

The circumstances in section 10 of the Court Jurisdiction and Proceedings Transfer Act are sections 10(e) because it concerns contractual obligations to a substantial extent were to be performed in British Columbia and by its express terms, the contract is governed by the laws of British Columbia; and 10 (h) concerns a business carried on in British Columbia

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.

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:

Proposed class action regarding damages suffered for breach of contract, breach of privacy and other claims as a result of improper data collection, use and disclosure by the defendant.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

a motor vehicle accident

medical malpractice

X 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

X a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

X a class action

maritime law

aboriginal law

constitutional law
conflict of laws
none of the above
do not know

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

- a) *Class Proceedings Act*, R.S.B.C. 1996, c. 50
- b) *PIPEDA*, S.C. 2000 c. 5