

What Did CapCut Change in Its 2025 Terms of Service?

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Written By [Liscah Isaboke, Esq.](#)

[CapCut](#), a popular video editing platform owned by ByteDance (the parent company of TikTok), just rolled out a major [Terms of Service \(TOS\)](#) update on **June 12, 2025**. If you're a content creator using CapCut, you need to pay close attention.

The update has significant implications for [ownership](#), [licensing](#), and how your content may be used by CapCut and its affiliates. Here's a breakdown of the key changes and what they mean for creators. **The Terms of Service update** gives the company and its affiliates **broad rights** over your content including the **ability to use, edit, monetize, and distribute it *without paying you or crediting you***. Below is a breakdown of the changes and what it means for creators:

Quick Summary: CapCut TOS Update (June 2025)

As of June 12, 2025, when you use CapCut:

- You still **own your content**, but...
- CapCut gets a **royalty-free, worldwide, perpetual license**
- They can **modify, publish, monetize, and resell your work**
- You **waive personal rights** like approval or credit
- The license is **irrevocable** and sublicensable
- Applies to **public and private videos**, even drafts
- Creators who monetize through [content licensing agreements](#) or rely on exclusive brand deals should take special notice.

What Rights Does CapCut Claim Over My Content?

CapCut's updated Terms of Service allow them to:

- Use, modify, and distribute your media
- Create and publish derivative works
- Monetize your content without notifying or paying you
- Sublicense your content to third parties (like ad platforms)

These changes affect creators who depend on [content monetization and royalties](#) or those managing their assets via [intellectual property licensing](#).

Does CapCut Own My Videos?

No, you retain [copyright ownership](#) of your videos. However, by uploading or editing in CapCut, you **automatically grant them a perpetual license** to use it however they want; worldwide and royalty-free. If you're building a personal brand, this may clash with your [personal brand protection](#) or [entertainment agreements](#).

Can CapCut Sell My Content Without Telling Me?

Yes. CapCut and its affiliates (e.g., ByteDance) can:

- Use your content in **ads, promos, or sponsored posts**
- Sell or republish your media on third-party platforms
- Do all this without **notifying, crediting, or compensating you**

This introduces serious concerns for creators who rely on [licensing & negotiations](#) for brand deals or exclusivity.

How Long Does CapCut's License Last?

The license is:

- **Forever** (perpetual)
- **Global** (applies in all countries)
- **Sublicensable** (CapCut can give these rights to others)

That means even if you delete your video or deactivate your account, CapCut can still use your content — **indefinitely**. For comparison, reviewing terms via a [privacy policy & website terms](#) template shows how much more leverage platforms now retain.

Do I Waive Any Personal Rights?

Yes. By using CapCut, you:

- **Waive the right to review or approve** how your content is used
- Allow use of your **name, image, and likeness**
- Can be identified as the creator **without being paid**

This has real consequences for creators who usually rely on [gig & influencer agreements](#) or [media production contracts](#) to manage how their image and content are used.

Other Platforms With Similar Terms

CapCut isn't alone. Platforms like:

- **TikTok**
- **YouTube**
- **Instagram**
- **Canva**

...all include similar licensing terms in their TOS. Most offer **global, royalty-free licenses** that allow them to **use, promote, or monetize your content** for company benefit. Each of these platforms contains similar TOS clauses — granting global, royalty-free licenses to promote, reuse, or monetize your content. For deeper comparisons, creators might conduct a [copyright audit](#) to understand what platforms can and cannot do.

What Should Creators Do Next?

Tips for Smart Creators:

- **Want full control?** Export your final cut and publish outside CapCut.
- **Still using CapCut?** Assume they may use your finished work elsewhere.
- **Prefer safer terms?** Try DIY editors with creator-first TOS (like DaVinci Resolve, VN, or CapCut alternatives).
- Use IP assignment agreements or IP ownership transfer addendums when collaborating with other creators

If you offer client work, pair your content with a client engagement letter template or [work-for-hire agreement template](#) to ensure licensing terms are clear from the start.

FAQ: CapCut's 2025 Terms of Service – Creator Questions

1. Is CapCut stealing my content?

Not technically. You still own your content, but you **grant CapCut broad rights** to use it commercially and creatively, without limits.

2. Can I stop CapCut from using my private drafts?

No. The license applies to both **published and unpublished videos**, including saved drafts.

3. What happens if I delete my video?

CapCut can **continue using and monetizing** it. The license is perpetual and not revoked by deletion.

4. How do I protect myself as a freelancer?

Use contracts like the Independent Contractor Agreement or [Consulting Agreement Template](#) to control licensing in client deals.

5. Can I negotiate terms directly with CapCut?

Unlikely, unless you're an enterprise-level partner. Creators can, however, use third-party platforms or maintain backups for better control.

6. What tools help safeguard my rights?

- [Trademark application legal services](#) to protect logos
- Digital products master resell and licensing bundle for licensing control
- Website legal packages for creators with online platforms

Final Takeaway

CapCut's 2025 update reflects a broader trend in digital platforms: creators exchange ease of use for surrendering content rights. For anyone serious about brand integrity, client exclusivity, or monetization, **reading the fine print matters more than ever.**

Tools like the Ultimate Business Legal Bundle, E-Commerce Terms of Use Templates, and User-Generated Content Agreements help you reclaim control and keep your creativity working for *you*, not just the platform.

[Book A Consultation](#)



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Johnny A week ago · 0 Likes

Looks like I'm screwed... was using copyright music without the knowledge of these terms...



Mia 3 weeks ago · 0 Likes

Does this include drafts? Or solely uploaded content in their cloud or to CapCut (e.g. templates)? One of your tips was to export and publish yourself and not through CapCut, so I imagine they can't access to any projects stored locally on personal devices? Thanks!



[Liscah Isaboke, Esq.](#) 3 weeks ago · 0 Likes

Yes, according to CapCut's updated Terms, the license applies to any content created or edited within the app (including drafts, overlays, templates, and unfinished projects) even if you haven't published or shared them. As long as the content touches their platform (whether stored in the app or synced to their cloud), it's potentially covered.

That said, you're absolutely right: if you're editing locally on your device using a tool that doesn't upload or sync with CapCut, they shouldn't have access to those files so the licensing wouldn't apply. That's why we recommend exporting your final version and publishing it yourself, outside of the platform, if you want more control over your rights.

Hope this helps clarify things, and let us know if you want help reviewing other platforms' terms too. You're not alone in trying to protect your content!