Chinese Civil Code and IP rights protection

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Practice notes | **Maintained** | China

This note provides an overview of intellectual property (IP) related provisions of China's first unified Civil Code, which will enter into force on 1 January 2021.

Scope of this note

On 28 May 2020, the *National People's Congress* (NPC) of *China* (PRC) enacted the *Civil Code of the PRC* (2020 Civil Code, or the Code), with effect from 1 January 2021.

The adoption of the Code is a historic achievement for the Chinese legal system. The Code is essentially a collection of an array of laws related to civil affairs, which are codified and harmonised into one comprehensive piece of legislation. It is the first legislation of the PRC enacted as a "legal code" (法典).

After the establishment of the PRC, several attempts were made to codify the civil laws over the years, with legislative initiatives taken in 1954, 1962, 1979, 2001 and 2015, leading to the final version adopted in 2020. The enaction of the Code in 2020, which provides legal rules affecting almost all aspects of private life in China, is therefore a momentous occasion for the Chinese legal system.

This note provides an overview of intellectual property (IP) related provisions of the Code and forms part of the Practical Law China Civil Code collection.

Effective date and repealed legislation

The *2020 Civil Code* will enter into force on 1 January 2021. The following laws which are codified into the Code will be automatically repealed from that date:

- *Marriage Law of the PRC 2001*.
- *Inheritance Law of the PRC 1985*.
- *General Principles of the Civil Law 1986*.
- *Adoption Law of the PRC 1998*.
- *Security Law of the PRC 1995*.
- *Contract Law of the PRC 1999* (1999 Contract Law).
- *Property Law of the PRC 2007* (2007 Property Law).
- *Tort Liability Law 2009* (2009 Tort Law).
- *General Rules of the Civil Law 2017*.

(*Article 1260, 2020 Civil Code*.)

It is expected that many of China's existing regulations are to be reviewed against the norms of the Code, and more new ones may be enacted as an on-going legislative project as the country transitions to the new era. Unless expressly repealed or notified, all implementing regulations, judicial interpretations and other administrative and interpretative legal documents issued under the above laws will remain effective following codification.

Structure of the Code

The *2020 Civil Code* consists of 1260 articles in total, which are divided into the following seven main parts each comprised of various chapters:

- Part One: General Provisions.
- Part Two: Property Rights.
- Part Three: Contracts.
- Part Four: Personality Rights.
- Part Five: Marriage and Family.
- Part Six: Inheritance.
- Part Seven: Tort Liability.

Many provisions of the Code are not entirely new, and in fact are largely a restatement and codification of the laws repealed when the Code comes into force.

Overview of IP related provisions in the Code

The *2020 Civil Code* does not contain a section specifically dedicated to IP rights. However, various IP related provisions are woven into different parts of the Code, including in particular:

- One provision on recognised types of IP rights (*Article 123*). See *Enumeration of IP rights and importance for trade secret protection*.
- Two provisions on pledge of IP rights (*Articles 440 and 444*). See *Pledge of IP rights*.
- One provision on protection of trade secret in contract negotiation (*Article 501*).
- One provision on sale of objects incorporating IP (*Article 600*).
- 45 provisions on technology contracts (*Articles 843-887*). See *Technology contracts*.
- One provision on joint property of spouses (*Article 1062*).
- One provision on punitive damages for IP infringement (*Article 1185*). See *Punitive damages available for IP infringement*.
- Two provisions on takedown notices and safe harbour rules for internet service providers (ISPs) (*Articles 1195-1196*). See *Takedown notices: safe harbour rules refined*.)

The Code also contains various provisions on personality rights (including the right of name and image) that can be leveraged by IP owners to support IP protection and enforcement action. See *Personality rights*.

Enumeration of IP rights and importance for trade secret protection

The *2020 Civil Code* provides a general and non-exhaustive enumeration of IP rights, listing:

- Works protected by copyright.

- Inventions, utility models and designs.
- Trade marks.
- Geographic indications.
- Trade secrets.
- Layout designs of integrated circuits.
- New plant varieties.
- Other types of IP rights recognised by other laws.

(*Article 123*.)

One area where this provision could have practical value is in the interpretation of contracts. For example, where a contract mentions, but does not define, intellectual property rights, a court or arbitral tribunal could refer to this article in determining the potential scope of intellectual property rights contemplated under the contract. This may be particularly helpful for trade secrets and new plant varieties, since these were not formally recognised as a type of IP rights. The Code establishes that the rights listed and recognised in Article 123 would in principle fall within the scope of IP rights.

Moreover, as to trade secrets, while the other listed IP rights are all protected by specific legislation, trade secrets have always been protected under the *Anti-unfair Competition Law 2019* (2019 AUCL) (see *Practice note, Chinese anti-unfair competition law: Infringement of trade secrets*). The fact that trade secrets are included in Article 123 of the Code is a step forward and represents a response towards policy documents published by the Chinese government, calling for enhanced trade secret protection as part of the national plan for strengthening IP protection, as well as the US-China Economic and Trade Agreement of 2020 providing for enhanced trade secret protection. Following the promulgation of the Code, in September 2020, the *Supreme People's Court* (SPC) published the *Provisions on Several Issues concerning the Application of Law in the Trial of Civil Cases of Trade Secrets Infringement 2020*, being the SPC's first judicial interpretation specifically dedicated to enhance trade secret protection (see *Legal update, SPC issues judicial interpretations on trade secrets infringement*). The fact that trade secrets are also listed as a type of recognized IP right in Article 123 of the Code is expected to promote civil litigation and further legislative attempts to enhance the protection of trade secret.

For more information on trade secret protection, see *Practice note, State secrets, trade secrets and confidentiality: China: Trade secrets*.

Pledge of IP rights

The Civil Code harmonizes the rules regarding pledge of IP rights. The concept of pledging IP rights is not new in China, and several levels of the government in China have actively encouraged IP pledges as a way to finance corporate activities.

The pledge of IP rights is currently regulated under IP specific laws and regulations on trade marks, patents and copyright, which are not repealed or affected by the *2020 Civil Code*. This means that the legal regime contained in the Code is meant to harmonize the pledge of IP rights, and provide default rules and principles, in addition to the rules set out in IP specific legislation.

What IP rights can be pledged?

Under Article 440 of the *2020 Civil Code*, the IP rights that can be pledged are the property rights in IP rights such as the right to exclusive use of registered trade marks, patents and copyright that are transferable.

In practice, this means that non-transferable personal rights such as moral rights in works protected by copyright, or the right to be identified as the inventor of a patent cannot be pledged.

Registration of pledge

Article 444 of the *2020 Civil Code* provides that (tracking Article 227 of the repealed *2007 Property Law*):

- A pledge over IP rights takes effect on registration with the relevant IP registration authorities, that is, the pledge only comes into existence legally at the time when the pledge is formally registered.
- The pledgor may not transfer or license pledged IP rights, unless otherwise agreed by the pledgee. If a transfer or license is agreed on between the pledgor and the pledgee, then the proceeds from such transaction obtained by the pledgor must be used in advance to pay off the debts owed to the pledgee or be deposited with a third party.

For more information, see *Practice note, Taking security in China: Perfection of a pledge*.

Default rules on pledges of movables applicable to pledges of IP rights

Under Article 446 of the *2020 Civil Code*, the provisions on the pledge of movables (*Articles 425-439*) are generally applicable to the pledges of IP rights. The most important provisions are:

- Liquidation: if the debtor defaults or the conditions for enforcement of the pledge arise, the creditor should be entitled to have its claim paid with the pledged movables (*Article 425*).
- The pledge contract needs to be in writing (*Article 427*).
- The pledgee is entitled to profits of the pledged property, which should be first used to pay off the expenses for collecting the proceeds (*Article 430*). Profits in this context mainly refer to royalties obtained from licensing the pledged IP rights.
- Re-pledging of the pledged IP right is forbidden in principle. If, during the existence of a pledge, the pledge re-pledges the pledged property to a third party without the consent of the pledgee, the pledgor should be liable for compensation for damages (*Article 434*).
- Liquidation of the pledged IP right has to be carried out based on the market price for such IP right (*Article 436*).

These provisions generally follow the corresponding provisions (*Articles 208-222*) of the repealed *2007 Property Law*.

Technology contracts

Articles 843-850 of the *2020 Civil Code* contain provisions generally applicable to all types of technology contracts, including technology development contracts, technology license contracts, technology transfer contracts, technical

consulting contracts and technical service contracts governed by additional rules specified in the following sections. These largely track Articles 322 to 328 of the repealed *1999 Contract Law*.

The main provisions in the general provisions section govern:

- The core contractual provisions required of a technology contract and the type of information that need to be included in contracts involving patents (*Article 845*).
- The ways that contract price, remuneration or royalties in technology contracts may be calculated (*Article 846*).
- The ownership of service and non-service technological achievements (similar to the provisions concerning service and non-service inventions under the *Patent Law of the PRC 2008* (2008 Patent Law, with effect from 1 October 2009)) and the related right of first refusal (*Articles 847-849*). (On 17 October 2020, the *NPC Standing Committee* passed the decision to amend the 2008 Patent Law, with effect from 1 June 2021. The 2020 Patent Law slightly fine-tuned the service invention system to promote the employers' implementation and application of related inventions.)

Technology development contracts

Articles 851-861 of the *2020 Civil Code* contain basic rules concerning technology development contracts. These comprise both classical research and development (R&D) contracts where one party is commissioned to carry out research and development, and co-development contracts where two or more parties provide technical input. Several provisions in this section are structured as providing the default position which may be contracted around by agreement, that is, the parties may deviate from these rules by contract (for example, concerning ownership of IP developed) (*Articles 860 and 861*).

Most of these provisions are not new, being a restatement of the corresponding provisions (*Articles 330-341*) of the *1999 Contract Law* with minor amendments. One notable change concerns the duties of those who commission others to carry out research and development activities, which will include the provision of work requirements, for example, statement of work which is common in software development, as well as funding and technical information (*Article 852*).

Scope

The *2020 Civil Code* adopts a broad definition of technology development contracts. These are all contracts regarding the research and development of any new technology, new product, new process, new variety, or new material, as well as the system thereof. All such contracts must be made in writing (*Article 851*).

Duties of the parties

Articles 852-853 of the *2020 Civil Code* list the core duties of the parties in a technology development contract.

The core duties of the client in such contracts are to:

- Pay the R&D expenses and remunerations as pre-agreed.
- Provide technical materials.

- Specify its requests regarding the R&D.
- Complete all co-operative work.
- Accept the agreed R&D achievements.

The core duties of the researcher-developer in such contracts are to:

- Implement the R&D plans as pre-agreed.
- Rationally use R&D expenses.
- Complete R&D work as scheduled.
- Deliver R&D achievements.
- Provide relevant technical materials and necessary technical guidance to help the client master the R&D achievements.

Termination for prior development of technology

The *2020 Civil Code* provides an explicit right of termination if technology has been first made public by others, rendering the performance of the said contract meaningless (*Article 857*). This gives the parties a way out of the contract in case the parties did not stipulate this explicitly in their agreement.

Allocation of risks

Article 858 of the *2020 Civil Code* deals with the situation where contracting parties encounter insurmountable technical difficulties and did not pre-agree anything regarding such difficulties in their contract. It provides that if insurmountable technical difficulties arise resulting in the complete or partial failure of the R&D work, the risks (here mainly the financial repercussions) in this regard should be agreed on by the parties concerned.

If no common agreement can be found, the parties must reasonably share the risks. In practice, this means that, absent any agreement on apportionment of risks, the researchers are generally expected to timely notify the client and mitigate losses in the event that such insurmountable technical difficulties arises in order to minimise potential liability for failing to perform its obligations to complete R&D work and deliver work product as the result.

Ownership, right to use and right to apply for patents

Articles 859-861 of the *2020 Civil Code* provide supplementary rules regarding the ownership, use and right to apply for patents in the technology developed. In practice, this will most often be explicitly addressed in the technology development agreement (in most cases the client may wish to retain ownership and the right apply for all IP registration in the technology developed). However, if the contract remains silent on this essential aspect, the following rules apply:

- In case of a classical R&D agreement, the right to apply for patents for the technology developed belongs to the researcher-developer. If the researcher-developer obtains a patent, the client may "exploit the patent according to law" (that is, the client obtains a non-exclusive, royalty free license under such patent). If the researcher-developer later on transfers such patent, the client has the right of first refusal to buy the patent under equal conditions.

- In case of a joint development agreement, the right to apply for patents belongs jointly to all parties and if one of the parties transfers its joint right of patent application, the other parties should enjoy the right of first refusal under equal conditions.
- The rights to use and transfer, and the methods to distribute proceeds of, the technical know-how achieved must be agreed on by the parties. However, if such agreement or interpretation of the contract is not possible, all parties concerned should be entitled to use (non-exclusively) and transfer before patents are granted in the technology, provided that the researcher-developer may not transfer the R&D achievement to a third party before its delivery to the client.

Technology transfer and license contracts

Articles 862-877 of the *2020 Civil Code* contain provisions on technology transfer and license contracts. These comprise contracts regarding the assignment and license of existing patents, patent applications, or technical know-how.

Many of the provisions in this section are supplementary, that is, the parties may deviate from these rules by contract. Most of these provisions are not new, being a restatement of the relevant provisions (*Articles 342-355*) in the *1999 Contract Law*, with only minor amendments. One notable change is that, unlike the 199 Contract Law that deals with technology license contracts as a subset of technology transfer contracts, the Code explicitly recognises technology license contracts as a category of its own, separately from technology transfer contacts (*Article 862*). In addition, Article 876 of the Code makes it clear that the provisions in this section concerning technology transfer and license can be generally applied, with necessary changes, to the transfer and license of layout designs of integrated circuits, new plant varieties, software copyright and other types of IP rights.

Deference to specific rules under other laws and regulations

Article 877 of the *2020 Civil Code* provides that, to the extent any other laws or regulations contain different rules on technology import and export contracts or patent contracts, those other rules will apply. One notable example of such special rules is the *Technology Import and Export Regulations 2001* (TIER, with effect from 1 January 2002 and revised in 2011 and 2019 respectively) which govern and has profound impact on cross-border technology transfer.

In principle, the TIER is generally applicable to technology license or assignment agreements between a PRC entity and a non-PRC entity. In cases where the TIER is applicable, it should be examined whether the technology is listed in the catalogues of technologies prohibited and restricted for import and export issued by the *Ministry of Commerce* to determine whether a cross-border transfer of the technology in question is prohibited, or restricted and requiring governmental approval. For contracts involving a cross-border transfer of technology in the restricted category, the TIER provides that such contracts take effect on obtaining the relevant government approval. The application of Article 877 of the Code means that such rules, which deviate from the rules of the Code set out in this note, will apply to cross-border technology transfer contracts instead of the generally applicable provisions set out in the Code.

(For more information, see *Practice note, Regulation of technology import: China*.)

Prohibition on licensing of expired or invalidated patent

Article 865 of the *2020 Civil Code* provides that license agreements should be valid only within the validity period of the patent concerned. On expiry of the validity period of the patent or if the patent is declared invalid, the patentee may not conclude any patent license contract with others in respect of the patent.

Provision of information and guarantee utility and reliability
Articles 866 and 868 of the *2020 Civil Code* provide that licensors and assignors must also deliver technical materials necessary for the exploitation of the licensed patents, or the licensed or assigned technical know-how, to the licensees or assignees. Article 868 additionally provides for technical know-how assignment agreements that the assignor also needs to guarantee the utility and reliability of the technology transferred and bear an obligation to maintain confidentiality.

Warranty of ownership, completeness and error-free nature of technology
Article 870 of the *2020 Civil Code* provides that the assignor and licensor must ensure that it is the legitimate owner of the technology to be assigned and licensed and that the technology provided is complete, errorless, effective and capable of attaining the pre-agreed objectives.

Liability for third-party IP infringement
Article 874 of the *2020 Civil Code* provides that, unless otherwise agreed, where the exploitation of a patent or utilisation of a technical know-how by the assignee or licensee infringes on the legitimate rights and interests of others, the liability should be borne by the transferor or the licensor.

Improvements not to be shared unless otherwise agreed
Article 875 of the *2020 Civil Code* provides that in case the parties have not agreed to the contrary, subsequent improvements of the transferred or licensed technology belong to the party that made the improvements and do not have to be shared with the other parties. However, in many cases the use of such improvements may depend on the use of the underlying IP right, so that a license to use the underlying IP right may still be required if it is not owned by the same entity.

Technical consulting and service contracts

Articles 878-887 of the *2020 Civil Code* contain basic rules concerning technical consulting and service contracts. Most of these provisions are not new, being a restatement of the corresponding provisions (*Articles 356-364*) of the *1999 Contract Law* with minor amendments. One notable change concerns the responsibility to bear the cost of carrying out the agreed activities, which in principle will be borne by the consultant or service provider unless otherwise agreed in the contract (*Article 886*).

Prohibition on illegal monopoly of technology or infringement of technological achievements

The *2020 Civil Code* contains an important general prohibition on technology contracts that constitute "an illegal monopoly of technologies", or "infringe upon the technological achievements of others" (*Article 850*). All such contracts are considered null and void.

Article 10 of the *Interpretation of the SPC on Certain Issues Concerning the Application of Law in Trying Cases Involving Technology Contract Disputes 2004* (SPC Interpretation 20/2004, with effect from 1 January 2005) contains detailed rules putting more flesh to the bare bones of this provision, in particular on what may be considered as constituting "an illegal monopoly of technologies" (and what constitutes "impeding technological advancement" which was also prohibited under the *1999 Contract Law* but not codified into the Code).

According to *SPC Interpretation 20/2004*, this prohibition precludes any of the following arrangements, some of which, however, may not be unusual licensing arrangements depending on the circumstances:

- Restricting one of the parties from carrying on any new research and development on the basis of the technology or restricting the party from using the improved technology, or carrying out exchange regarding the improved technology with unequal terms for both parties and so on, including that one party is required to provide for free, or to transfer non-reciprocally, the technology improved by the party to the other party, or that one party monopolizes or shares, for free, the IP rights to the improved technology.
- Restricting one of the parties concerned from obtaining from other resources the technology similar or competitive to that of the technology supplier.
- Hindering one of the parties concerned from sufficiently implementing the technology which is the subject matter of a contract in reasonable ways according to market demand, including obviously unreasonable restriction on the quantity, type, price, marketing channel, or export market of the products produced or services provided by the technology receiving party through implementing the technology.
- Requesting the technology receiving party to accept the conditions unessential to the implementation of the technology, including purchase of unnecessary technology, raw materials, products, equipment, or services, or acceptance of unnecessary personnel and so on.
- Limiting unreasonably the channels or sources from which the technology receiving party purchases raw materials, parts and components, products or equipment.
- Prohibiting the technology receiving party from filing opposition to the validity of the IP rights of the technology which is the subject matter of a contract, or imposing conditions on the filing of opposition.

For more discussion, see *Practice note, Regulation of technology import: China: Prohibition against illegal monopoly of technology and obstruction of technological advancement*.

Personality rights

One of the key novelties of the *2020 Civil Code* is the comprehensive regulation of personality rights in Part Four: Personality Rights. This is the first piece of legislation under which personality rights are comprehensively regulated.

Article 990 of the Code enumerates the personality rights of natural persons, which include the right of life, body, health, name, portrait, reputation, honour, privacy, and other personality rights and interests based on personal liberty and dignity.

While personality rights in principle only vest in natural persons, legal entities may also the personality right of name (*Article 1013*).

Personality rights (especially the personality rights of name, image and reputation) can be leveraged by IP owners as an additional legal basis to protect their IP such as their unregistered trade names and company names, on top of the pre-existing IP and anti-unfair competition legislation.

Unwaivable and untransferable but licensable

Personality rights are in principle unwaivable and untransferable, but can be licensed, which is especially important for the portrait and name rights (*Articles 1012, 1013 and 1018, 2020 Civil Code*). This will facilitate and also afford better protection to the commercialisation of portrait and name rights of well-known individuals and celebrities.

Pen names, online aliases and nicknames, trade names and abbreviations

Article 1017 of the *2020 Civil Code* provides explicit protection for pen names, stage names, online nicknames and account names (for example, account names of key opinion leaders or e-commerce influencers), translated names, trade names, abbreviations of names, and other names may be protected by the personality right of name, provided that they have a certain degree of public popularity.

The relevant test is whether their use by others would be sufficient to cause confusion of the public. This provision is expected to become an important legal tool (along with legal protection under other laws, in particular the *2019 AUCL*) for unregistered names of internet celebrities such as social media stars and key opinion leaders.

(See also *Practice note, Chinese anti-unfair competition law: Passing off* and *Article, Protecting celebrity personality rights: what can you do in China?*.)

Fair use exception

To balance the protection of individuals' personality rights and the public interest, Articles 999 and 1020 of the *2020 Civil Code* provide for fair use of personality rights (including, but not limited to, the personality right of name, portrait and personal information and privacy), such as images made of public places, portraits used for news reporting, education and other public interest uses.

Interim injunctions for personality right violations

Article 997 of the *2020 Civil Code* stipulates that if a person or entity is committing or about to commit an infringement on personality rights, the courts may issue an injunction ordering such person to desist from the act or to cease infringement, if a failure to issue an injunction may cause irreparable harm.

Human-related research activities

Articles 1006-1009 of the *2020 Civil Code* set out general rules relating to research involving human cell tissue, genes, and human embryos under the personality right in a person's body and health. These activities are further regulated in detail under specific legislation.

Personal information and privacy protection

The *2020 Civil Code* is also innovative in protecting, under Articles 1032-1039, privacy and personal information as a personality right. The Code broadly prohibits the collection, storage, use, processing, transmission, trade and

disclosure of personal information without permission. The Code particularly provides that processing personal information is subject to consent, unless another law or administrative regulation provides otherwise, and that the manner of processing and the purpose, method and scope of the processing must be expressly communicated. The Code also grants natural persons the right to access and obtain a copy of their personal information and demand correction if such information appears to be incorrect.

Privacy and personal information is also further regulated in detail under specific laws and regulations including the *Cyber Security Law 2016* (with effect from 1 June 2017), the *Electronic Commerce Law 2018* (2018 E-Commerce Law, with effect from 1 January 2019), the *Consumer Rights Protection Law 2013* (with effect from 15 March 2014) and the Personal Information Security Specification (GB/T 35273-2020). For comprehensive discussion of this regime, see *Practice note, Personal information collection and processing in China*.

Tort liability

Part Seven (Tort Liability) of the *2020 Civil Code* is generally based on the repealed *2009 Tort Law* with a few new provisions introduced and some other minor amendments.

Punitive damages available for IP infringement

Part Seven (Tort Liability) of the *2020 Civil Code* contains, in Article 1185, a general principle that IP owners are entitled to seek punitive damages for intentional and severe infringement. This reflects the legislative trend of including punitive damages in specific IP legislation (including the *Trademark Law 2019*, the *2019 AUCL* and the 2020 Patent Law, and the latest Draft Copyright Law). (See for example *Legal updates, NPC circulates draft amendment to Copyright Law* and *NPC Standing Committee amends Patent Law*.)

Article 1185 does not provide details such as the standards for the award of punitive damages. However, the inclusion of such a general principle in the Code as the basic law governing civil affairs is expected to have a profound impact on IP protection. The practical impact of this provision is two-fold:

- On the one hand, this provision makes punitive damages generally available for IP infringement, starting from 1 January 2021 when the Code enters into force, even if the specific IP law does not yet provide any legal basis for seeking punitive damages (for example, the current *Copyright Law 2010* and *2008 Patent Law* do not provide for punitive damages even though this is contemplated in the 2020 Patent Law (with effect from 1 June 2021) and the latest Draft Copyright Law).
- On the other hand, the inclusion of punitive damages in the Code is likely to encourage IP owners to seek and the courts to award punitive damages in practice. This is in line with, and reinforces, the growing trend of Chinese courts being increasingly willing to grant punitive damages, provided that direct damages can be established and that there is proof of intentional IP infringement.

Takedown notices: safe harbour rules refined

Articles 1195 and 1196 of the *2020 Civil Code* restates the current safe harbour rules available for ISPs with some changes.

Under Article 36 of the repealed *2009 Tort Law*, on receipt of a takedown notice from a rights-holder, if the ISP fails to take prompt remedial actions (for example, the removal of allegedly infringing contents), it can be held jointly

and severally liable with the direct infringer for any additional harm caused to the rights-holder, provided that the complained content is finally found to be infringing.

Articles 1195 and 1196 of the Code largely maintain this "safe harbour" principle, but also add that ISPs are obliged to forward the takedown notice to the relevant internet users, who can then send a counter-notice to the ISP to potentially rebut the claim of infringement. If a counter-notice is filed and the rights-holder does not initiate further action (that is, administrative action or civil court action), the ISP must allow the content back online, and will be shielded from liability.

To deter abuse of the takedown mechanism, Article 1195 also makes it clear that rights-holders will be liable for wrongful takedown notices that caused damages to internet users or ISPs. These refined rules are aligned with the notice-and-takedown mechanism under the *2018 E-commerce Law* (see *Article, China's first e-commerce Law: what does it mean for intellectual property rights owners?: Notice-and-takedown: a formalised mechanism to tackle online infringement*).

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