

Research on the Duty of Care of Live Broadcasting Platforms from the Perspective of Intellectual Property

Zhou Hua

School of Law, Jiangsu University, Zhenjiang, China

Email address:

3097383308@qq.com

To cite this article:

Zhou Hua. Research on the Duty of Care of Live Broadcasting Platforms from the Perspective of Intellectual Property. *International Journal of Law and Society*. Vol. 5, No. 1, 2022, pp. 28-34. doi: 10.11648/j.ijls.20220501.14

Received: December 24, 2021; **Accepted:** January 10, 2022; **Published:** January 17, 2022

Abstract: With the rise of live streaming, there are certain difficulties in regulating the intellectual property care obligations of live streaming platforms. First, the connotation and boundaries of e-commerce platforms are not clear enough; second, the application of core intellectual property care obligations in the live delivery ecosystem is not clear; third, the active trademark review obligations of live marketing platforms need to be further clarified. Through case analysis and standard analysis, it can be known that only when the live delivery platform is a combination of the live marketing platform and the live trading platform, can it meet the connotation of the live e-commerce business platform. Separate live broadcast marketing platforms and live trading platforms need to bear corresponding intellectual property care obligations. The duty of care for intellectual property rights of the live streaming platform consists of core obligations, general obligations and supporting obligations. The core obligations include: "notify + take necessary measures", "know or should know + take necessary measures" and the obligation to actively review trademarks. General obligations and supporting obligations are peripheral obligations, which together constitute the intellectual property care obligation system of the live streaming platform.

Keywords: Live Streaming Platform, Core Intellectual Property Care Obligations, General Intellectual Property Care Obligations, Supporting Obligations

1. Introduction

Live delivery is an activity that sells products or provides services through the live broadcast. In 2020, webcasting has become a new digital economy model of "online drainage + physical consumption", and live broadcast e-commerce has become a popular shopping method for users. 66.2% of live broadcast e-commerce users have purchased live broadcast products [1]. The live broadcast platform has gradually expanded from a traditional e-commerce shopping platform to a short video platform. The model of short video grass + live order placement has become an important promotion and sales method for various e-commerce platforms [2]. In judicial practice, on June 5, 2021, the official website of the Beijing Haidian District Court announced a case of trademark infringement in the context of live delivery of goods [3]. The live delivery platform is the hub and carrier for multi-party entities to carry out live marketing activities, and needs to bear reasonable intellectual property rights. This article uses case analysis and normative analysis to define the boundaries of e-commerce business platforms, study

the shortcomings of existing norms, and propose reasonable and feasible ways to improve.

2. The Rationality of Live Streaming Platform's Obligation of Intellectual Property Care

In the process of online transactions, it is easy to cause trademark infringement and other intellectual property infringements, and whether the online service provider needs to bear the responsibility of helping infringement depends on whether it has fulfilled a reasonable intellectual property rights duty.

2.1. Duty to Pay Attention to Intellectual Property Rights of the Platform

Network service providers need to bear certain intellectual property care obligations. "Platform duty of care means that when a network service provider provides services, it takes into

account the nature of the network service provider's service, its business model, its professional level and other factors to determine its scope of competence, and to determine its scope of network service provision. Within the scope of business ability, certain preventive measures should be taken to prevent the occurrence of infringements, and when infringements occur, reasonable measures should be actively taken to prevent further expansion of the infringement results [4]."

The duty of care of the platform is a measure of whether the platform constitutes the fault element of the infringement element of assistance. In network intellectual property rights infringement, the network platform is generally not the direct infringer, but the network platform provides a medium and carrier for other subjects to carry out network intellectual property infringement. Therefore, the duty of care of the network platform is based on its role of helping infringement in the joint infringement. When judging the fault elements of helping infringement, whether it has fault is subjective. The judgment on the subjective level needs to rely on the objective Behavioural investigation. The premise of negligence is a breach of duty of care. Therefore, duty of care is the key to judging the negligent infringement of the network platform in helping the infringement of the network.

2.2. Current Status of Legislation and Theoretical Research on the Duty of Care of Platform Intellectual Property Rights

The theoretical circle's discussion on the duty of care of platform intellectual property rights focuses on the determination of the duty of care, the specific content, the judgment of the breach of duty of care, and the assumption of responsibility.

In terms of content determination standards: (Peng Guibing 2017.3) believes that the method of setting up search, whether it is directly profitable, and the established judgment of setting the source website are the three factors that determine the duty of care [5]; (Si Xiao, 2018) believes that the duty of care of network service providers is affected by three factors: service content, behavior type, and rights object [6].

Regarding the content of intellectual property guardianship obligations: Peng Yuyong (2014) believes that the platform has the obligation to review intellectual property information and related information, data preservation, data preservation, and assistance in investigations [7].(Cao Yang 2017) believes that the cooperative obligation of network service providers is mainly to "notify-delete", monitor individual cases, and adopt an early warning mechanism for right holders [8]. (Wang Lei 2019) believes that the platform has a special active review obligation for repeated infringements [9]. (Yu Tingting, 2019) believes that the duty of review belongs to the category of duty of care [10].

Judgment criteria for breach of duty of care: One is the standard of individual cases. Case analysis is carried out to appropriately improve the duty of care of network service providers [11]. The second is the "good manager" standard. A "good manager" is drawn up to see whether the platform meets the good manager, as a criterion for judging whether the platform has fulfilled its duty of care, although the platform

cannot be responsible for reviewing all network information, But some filtering techniques should be used to prevent the spread of infringing information, or some obvious infringing information should be deleted in time [12]. The third is the consistency standard of rights, responsibilities and interests, which define the reasonable duty of care of the platform party based on the consistency of rights, responsibilities and interests, and give the platform a certain degree of autonomy [13].

(Dong Chunhua 2020) believes that China should establish a general duty of care rather than determining whether the defendant has an obligation to cause no harm to the plaintiff based on the individual case. Distinguishing the duty of care and the violation of the duty of care, and placing "violation of duty of care" in the key position of tort liability judgment, this should be the focus of the judge's attention and the contention of the parties [14]. (Peng Guibing 2017.3) believes that two aspects need to be combined to make a judgment on "should know": one is that the Internet service provider is aware of the relevant facts or circumstances; the other is that the infringements contained in the relevant facts or circumstances are already obvious [5].

Responsibility for breach of duty of care: (Liu Lijia 2018) believes that if the network service provider knows that the direct infringement is directly infringed but violates the obligation, it constitutes the infringement of assistance and shall bear joint liability; when the network service provider violates the duty of care but does not know In the case of direct infringement, the general network service provider shall bear supplementary liability, and the network service provider of the authenticity guarantee platform shall bear the substitute liability [16]. (Xu Shi 2018) Conducted a systematic study on the indirect infringement liability rules of US online platform intellectual property rights. The US's liability for infringement of platform intellectual property rights is not a single joint liability, but includes three types: assistance infringement, substitution of infringement, and inducement of infringement. Different ways of assuming responsibility under infringement methods. Among them, assisting infringement and inducing infringement bear joint liability, while substitute infringement is based on the "principle of agency" to determine whether the defendant bears substitute liability [17].

At present, there are two main disputes between theoretical research on the platform's duty of care in intellectual property rights. One is the inconsistency of the scope of the duty of care of intellectual property rights, and the other is that there are differences in the responsibility for breach of the duty of care. In addition, there is no unified conclusion on the determination standard of the duty of care of intellectual property and its impact factors.

2.3. The Rationality and Improvement Direction of the Intellectual Property Duty of Care Undertaken by the Live Broadcast Platform

It is reasonable for the live streaming platform to assume the duty of care for intellectual property rights. There are two types of development of live delivery platforms. One is based on traditional e-commerce business platforms, and the other is

based on content platforms and social platforms. These two platforms have gradually learned from each other and merged in their development and improvement. The former has added short videos and other content, added short video "grass", and has become more social and content platform-oriented. The latter is gradually improving product and store information, order information, etc., and increasingly e-commerce platform. Therefore, the current live streaming delivery platform basically has the characteristics of "e-commerce business platform + live marketing + content short video" and belongs to the network service provider. Based on the manager's theory of maximizing management benefits, the theory of risk control in the public domain [6], and the legal principle of the unification of rights and obligations, they have the duty of care for intellectual property rights.

The "Guiding Opinions on Strengthening the Supervision of Web Live Marketing Activities" issued by the State Administration of Market Supervision on November 5, 2020 shows that the web live delivery platform has the basic attributes of an e-commerce operation platform. The "AGATHA" case announced by the Haidian District People's Court of Beijing on its official website on June 5, 2021 identified the live broadcast delivery platform involved in the case as an e-commerce business platform [3]. The relevant concepts are defined in the industry standard (Consultation Draft) of the "Regulations for the Management and Service of Live E-Commerce Platforms" published by the Ministry of Commerce in August 2021 (hereinafter referred to as the Ministry of Commerce's Consultation Draft). On September 29, 2021, Zhejiang Province promulgated the "E-commerce Regulations of Zhejiang Province", which clearly included the live broadcast delivery platform into the e-commerce operation platform to regulate.

From the regulatory path, it can be seen that my country's general regulation of e-commerce platforms for the regulation of live streaming delivery platforms is only a temporary stopgap measure. The formulation of a specific regulation of the intellectual property rights of the live streaming delivery platform under the live streaming delivery ecosystem is The development direction of legal regulations.

3. The Dilemma of the Determination of the Duty of Care on the Live Streaming Platform

The service scope of the live delivery platform does not completely overlap with the service scope of the traditional e-commerce business platform. The service scope of the live delivery platform includes more live marketing links. It is an interactive live broadcast. The difference in the service content of the live delivery platform will lead to intellectual property rights. The duty of care is well-adapted. Currently, there are the following dilemmas in the regulation of the duty of care of the intellectual property rights of the live streaming platform.

3.1. The Connotation and Boundary of E-commerce Platform Are Not Clear Enough

The "E-commerce Law" does not clearly define e-commerce platforms. It defines e-commerce operators, e-commerce platform operators, and operators within the platform. The operators within the platform are part of the e-commerce operators. The difference between platform operators and e-commerce operators lies in whether they operate within the e-commerce platform. Therefore, the connotation and boundary of the e-commerce operation platform are limited, and not all the network platforms that e-commerce operators rely on are e-commerce operation platforms. One of the restrictive conditions for the e-commerce business platform is to allow transaction entities to conduct transactions independently. According to this requirement, the self-built websites and other network services stipulated in the first paragraph of Article 9 of the "E-Commerce Law" may not be able to be included in the scope of e-commerce operation platforms.

However, the Ministry of Commerce's draft for comments made clear that its scope of application is e-commerce platforms, but its definition of live marketing platforms has been extended to self-built websites, breaking the concept and boundaries of e-commerce platforms. This has caused the definition of e-commerce platform in the draft of the Ministry of Commerce to break through the definition and boundaries of the "E-Commerce Law", reflecting the need for clearer interpretations and adjustments in the law.

3.2. The Specific Application of the Core Intellectual Property Right of Care Clauses in the Live Delivery Link Is Not Clear

The duty of care for intellectual property in the "E-Commerce Law" can be divided into supporting duty of care for intellectual property, general duty of care for intellectual property and core duty of care for intellectual property. The supporting duty of care for intellectual property rights is helpful to the protection of intellectual property rights but is not limited to the protection of intellectual property rights. The general duty of care for intellectual property directly contributes to the protection of intellectual property, but it is not the core content. The core duty of care for intellectual property is the key to determining whether an e-commerce business platform needs to bear infringement liability, mainly "notify + take necessary measures", "know or should know + take necessary measures", etc.

The Ministry of Commerce's solicitation of opinions divided the live delivery platform into a live marketing platform and an e-commerce trading platform, respectively stipulating corresponding intellectual property care obligations. For the live broadcast marketing platform, it stipulates the supporting intellectual property rights and general intellectual property rights. For e-commerce trading platforms, it mainly stipulates supporting intellectual property care obligations. By comparing the provisions of the "E-Commerce Law" and the Ministry of Commerce's

consultation draft, it can be seen that the Ministry of Commerce's consultation draft does not make further provisions on the application of core intellectual property rights in the live delivery of goods. Therefore, the specific application of the core intellectual property right of care clauses in live streaming is not clear and needs to be further explored.

3.3. The Specific Applicability of the Active Review Obligation of the Live Broadcast Marketing Platform Needs to Be Further Clarified

Both the "E-Commerce Law" and the draft of the Ministry of Commerce provide for the platform's duty of care for intellectual property rights. Figure 1 can be obtained by sorting out the laws and regulations.

	Intellectual property duty of care	Electronic Commerce Law (E-commerce platform operators)	Draft of the Ministry of Commerce for soliciting opinions (live marketing platform or e-commerce trading platform)
Complementary Intellectual Property Duty of Care	E-commerce operator information	Verification, file creation, regular update	Significant display (live marketing platform)
	Commodity service information	Record and save goods, services, transaction information, etc.	Significant display (live marketing platform); product or service purchase inspection system (e-commerce trading platform); pre-release review mechanism (e-commerce trading platform)
	Live broadcast main body settled	None	Review and cancellation system, blacklist system and exit mechanism (live marketing platform)
	Studio	None	Scene review, content monitoring (live marketing platform)
	Live marketing activities	None	Provide review function (live marketing platform)
	Live broadcast	None	Monitoring (live marketing platform)
	Mechanisms for handling complaints and disputes;	Yes	Yes (live marketing platform) (e-commerce trading platform)
Direct intellectual property care	Formulate rules for the protection of intellectual property rights	Yes	None
	Strengthen cooperation with intellectual property rights holders	Yes	None
	Assist law enforcement		Yes (live marketing platform)
Core IP Duty of Care	"Notify + take necessary measures", and publicize notifications, declarations and processing results	Yes	None
	"Know or should know about intellectual property infringement + take necessary measures"	Yes	None
	Review of information such as trademarks and brands of live marketing products or services	None	Yes (live marketing platform)

Figure 1. Comparison of the Duty of Care for the Intellectual Property Rights of Live Delivery Platforms in the "E-Commerce Law" and the Ministry of Commerce Draft.

It can be seen from Figure 1 that the provisions of the "E-commerce Law" on the duty of care for intellectual property rights of e-commerce operating platforms do not require e-commerce operators to conduct active reviews. However, the draft of the Ministry of Commerce provides for the live broadcast marketing platform and e-commerce trading platform to actively review the information of goods and services brought on the live broadcast. Especially for the trademark brand information, the live broadcast marketing platform is required to undertake the obligation of active review of the trademark brand information. However, my country's previous legislation generally adopted a passive review obligation, and further discussion is needed on the extent to which review needs to meet the fulfillment of a reasonable duty of care.

4. Improve the Path of the Duty of Care for the Intellectual Property Rights of the Live Broadcast Platform

4.1. Clearly Define the Boundaries of Live E-commerce Platforms and the Intellectual Property Rights of Related Platforms

According to my country's E-commerce Law, an e-commerce business platform is "a body that provides services such as network business premises, transaction matching, and information release for all parties involved in the transaction, for the transaction subject to independently

carry out transactions." The e-commerce business platform includes two essentials, which provide services such as online business premises, transaction matching, and information release for all parties involved in the transaction, as well as independent transactions by the parties.

The three major service contents of "providing online business premises, transaction matching, and information publishing" are all necessary elements of an e-commerce business platform. Therefore, if the live marketing platform and the live trading platform are separated from each other, there is no way for the two to form an e-commerce business platform separately. Only when the two are combined can they form a live e-commerce business platform, that is, only provide live marketing activities. If the platform does not provide services such as order information in the live broadcast room, it does not constitute a live broadcast e-commerce platform. At present, many content platforms only provide "grass" live broadcast marketing, but do not support on-site order placement and formation of order information. not Belongs to the e-commerce business platform.

Generally, the live marketing platform and the live trading platform are integrated, and the live marketing platform and the live trading platform are often a platform APP. The core judgment of whether the live delivery platform meets Requirement 1 is based on clicking on the link of the live room to purchase the product. If the link does not jump to other platforms, you can directly purchase, and the corresponding order information will appear. At this time, the live delivery platform meets the requirements of the e-commerce operation

platform and can be identified as a live e-commerce operation platform. In the "AGATHA" case, when determining whether the Douyin platform is an e-commerce business platform, it was clearly mentioned that "the live interface of the Douyin platform displays the name, picture, price and other information of the goods involved, and the user clicks on the Douyin platform" Commodity window "After not redirecting to other platforms, directly enter the product page"[3]. This elaboration is exactly the elaboration of the necessary elements for the data processing of the transaction information represented by the "transaction matching" in the service content of the e-commerce business platform.

The e-commerce business platform is for transaction entities to conduct transactions independently. The e-commerce business platform is a third-party platform. For the merchants and consumers and between different businesses, the e-commerce business platform is a relatively neutral manager and service provider. However, some self-built websites and other network services are used by merchants to attract traffic, carry goods through live broadcast, and sell goods, and cannot be included in the live broadcast e-commerce business platform. It is sufficient for the seller to bear the obligation of intellectual property rights.

The live delivery platform conforms to the e-commerce operation platform and can become the live e-commerce operation platform, and its boundary is limited to platforms that have both the live broadcast marketing function and the live transaction function. Platforms that only have live marketing functions or only live trading functions cannot be individually identified as live e-commerce business platforms, but such platforms still need to bear certain intellectual property rights, which are determined by the type of service.

4.2. The Two Core Provisions of the Duty of Care of Intellectual Property Are Specifically Applicable to Live E-commerce Business Platforms

For the live broadcast marketing link in the live broadcast e-commerce business platform, the basic terms of its intellectual property care obligations need to be adjusted to suit the live broadcast ecology.

In the specific application process of the "notification + taking necessary measures" of the live e-commerce business platform, the applicable scenarios and subject scope have undergone some changes. The "notification + taking necessary measures" in the "E-Commerce Law" is mainly applicable to situations where a merchant's goods infringe intellectual property rights. However, the application of the duty of care for intellectual property rights of the live broadcast e-commerce business platform also includes the operators of the live broadcast room. The necessary measures taken include the necessary measures to delete, block, disconnect, terminate the corresponding live broadcast delivery, transactions and services, etc., and the objects to be notified include the operators of the live broadcast room. The core content of "Notice + Take Necessary Measures" can be improved as: "When the owner of intellectual property rights is infringed on his intellectual property rights and then informs

the operator of the live e-commerce platform, the operator of the live e-commerce platform shall delete, block, or disconnect Link, terminate the corresponding live broadcast delivery, transaction and service and other necessary measures, and forward the notice to the operator of the platform and the operator of the live broadcast room; if the necessary measures are not taken in time, the expanded part of the damage will be dealt with to the operator and the operator on the platform. The manager of the live broadcast room shall be jointly and severally liable."

The basic obligation of "knowing or should know + taking necessary measures" of the live e-commerce business platform is similar to that of the e-commerce business platform. The difference lies in the application situation and the expansion of the subject scope, and the situation of infringement of goods and acts of infringement needs to be included. The core clauses can be improved as follows: "If the operator of a live broadcast e-commerce platform knows or should know that the products of the e-commerce operator in the platform infringe intellectual property rights, or the live broadcast products in the live broadcast room or the host's actions infringe on the intellectual property rights, they shall delete, block, or Necessary measures such as disconnecting the link, terminating the live broadcast, trading and services; if the necessary measures are not taken, the infringer shall be jointly and severally liable."

The live broadcast marketing platform and the live trading platform are the same subject, and the live broadcast e-commerce business platform assumes the intellectual property care obligations of "notify + take necessary measures" and "know or should know + take necessary measures". When the live marketing platform and the live trading platform are separated from each other, the live marketing platform needs to take care of the intellectual property rights for the live marketing behavior and the corresponding products, while the live broadcast trading platform only needs to take the duty of care for the infringement of the goods.

4.3. Clarify the Active Review Obligation of the Live Broadcast E-commerce Business Platform for Trademarks

The "E-Commerce Law" does not stipulate the obligation of active review of intellectual property rights. However, it is necessary to give the live broadcast e-commerce business platform trademark proactive review obligations in the live broadcast of goods. The obligation of active trademark review on the live broadcast e-commerce business platform is based on the need to fulfill certain social responsibilities, and it is an important way of precaution in the field of live broadcast, and the active review of trademark rights is feasible.

The specific content is as follows: First, it is a formal examination, including the examination and filing of trademark registration applications, authorizations, payment of annual fees, and licensing and transfer of intellectual property certificates. Second, the pre-review, which can only be reviewed before the live broadcast takes the goods, and the

effect of pre-prevention can be exerted. Third, it is a dynamic process. It is necessary to review the product trademarks of live-streamed goods when the merchants settle in, and also need to review the follow-up updates. In addition, the degree of examination is different. The formal examination of general trademarks requires a lower duty of care, but for the examination of domestic or international famous trademarks, the live e-commerce business platform entrusts a higher duty of care.

For the situation where the live broadcasting marketing platform and the live trading platform are combined into one, only the live broadcasting e-commerce business platform needs to conduct active trademark review. However, in the case where the live marketing platform and the live trading platform are separated from each other, the duty of active review of trademarks shall be borne by the live marketing platform.

4.4. It Is Necessary to Gradually Improve the General Duty of Care for Intellectual Property Rights and Supporting Duty of Care for the Live Streaming Platform

In addition to the core intellectual property rights, the live streaming platform also has general intellectual property rights and supporting care obligations, as shown in Figure 2. The core intellectual property care obligations include "notify + take necessary measures", "know or should know + take necessary measures", and the obligation to actively review trademarks. The general duty of care of intellectual property rights and supporting duty of care should be gradually improved to realize the perfection of the duty of care system of intellectual property on the live streaming platform.

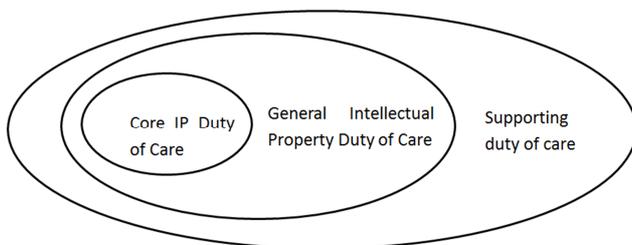


Figure 2. The system of the duty of care for the intellectual property rights of the live streaming platform.

The general duty of care of intellectual property rights and supporting duty of care of the live streaming platform is a dynamic improvement process. It generally includes the review and filing and provision of information on the main body such as merchants and anchors, the review and disclosure of product information, the development of intellectual property protection rules and notification to users, the development of blacklists of repeated infringers, technical filtering, and improvement of intellectual property complaints and reports And processing mechanism, etc. Whether the duty of care in violation of intellectual property rights is judged mainly based on the core duty of care, but the general duty of care in intellectual property is an auxiliary factor in judging

whether it constitutes aiding infringement.

5. The Conclusion

The following dilemmas exist in the regulation of the duty of care of IP on live streaming platforms. Whether the live streaming platform can be fully incorporated into the e-commerce business platform for regulation is unclear. The core IPR duty of care is not clear in the live streaming link, and the obligation of active trademark review needs to be further improved. Through research, the boundary of e-commerce operation platform is defined, the live delivery platform that meets the requirements is included in it, and it is positioned as a live broadcast e-commerce operation platform, and the core intellectual property care obligations are improved. Gradually improve the general duty of care of intellectual property rights and supporting duty of care, realize the gradual improvement of the system of duty of care for the intellectual property rights of the live streaming platform, and realize the reasonable regulation of the live streaming platform.

References

- [1] China Internet Network Information Center. The 47th Statistical Report on Internet Development in China [EB/OL]. http://www.cnnic.cn/hlwfzyj/hlwzxbg/hlwtjbg/202102/t20210203_71361.htm.
- [2] China Electronic Commerce Research Center. IDC: In the second quarter of 2021, the share of traditional channels accounted for 37.7% of the overall PC market [EB/OL]. <http://www.199it.com/archives/1294240.html>.
- [3] People's Court of Haidian District, Beijing. The Haidian Court pronounced the country's first trademark right case in which the live broadcast platform under the live broadcast delivery scene is an e-commerce platform [EB/OL]. <http://bjhdfy.chinacourt.gov.cn/article/detail/2021/06/id/6080078.shtml>.
- [4] Beijing Intellectual Property. Judgment Concept of Intellectual Property Cases and Analysis of Difficult Cases [M]. Beijing: Law Press, 2014.
- [5] Peng Guibing. The "Safe Harbor" Rules and the Establishment of the Duty of Reasonable Care for Internet Service Providers—A discussion centered on the case of Zhuoyi Company [J]. Contemporary Communication, 2017 (03): 65-68.
- [6] Si Xiao. The establishment of intellectual property care obligations of network service providers [J]. Science of Law (Journal of Northwest University of Political Science and Law), 2018, 36 (01): 78-88.
- [7] Peng Yuyong. On the rights and obligations of network service providers [J]. Journal of Jinan (Philosophy and Social Science Edition), 2014, 36 (12): 67-82+156-157.
- [8] Cao Yang. Analysis of the Civil Tort Liability of Internet Platform Providers [J]. Eastern Methodology, 2017 (03): 73-82.

- [9] Wang Lei. The Obligation of Platform Intellectual Property Protection from the Perspective of "E-Commerce Law" [J]. China Publishing, 2019 (02): 48-51.
- [10] Yu Tingting. Revision of the Concept of Fault Judgment by Internet Service Providers——Centering on the Establishment of Intellectual Property Review Obligations [J]. Politics and Law, 2019 (10): 123-133.
- [11] Zhu Dong. The application and restriction of safe harbor rules in trademark infringement of online trading platform [J]. Intellectual Property, 2016 (7): 41-74.
- [12] Liu Bin, Tao Liqin, Hong Jiqing. Research on the Intellectual Property Protection Mechanism in the Field of E-commerce [J]. Intellectual Property, 2015 (2): 64-78.
- [13] Zhou Yuan, Tan Liling. The application of the rules for deletion of notifications and its improvement [J]. Technology and Law (Chinese and English), 2021 (03): 93-100.
- [14] Dong Chunhua. On the "generality" of the duty of care in tort law [J]. Journal of China University of Political Science and Law, 2020 (02): 130-142+208.
- [15] Liu Lijia. Re-examination of Internet Service Provider's Infringement Liability [J]. Chongqing Social Sciences, 2018 (07): 65-73.
- [16] Xu Shi. The experience and enlightenment of American network platform assuming indirect infringement of intellectual property rights [J]. Northern Methodology, 2018, 12 (05): 71-79.