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- ◆ "HEREIN" is added to make the meaning more accurate.

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- ◆ The definition to "original author" is changed from "the individual or individuals, entity or entities" to the current one. Under the Copyright Law of the PRC, the authorship of natural person is based on his/her creation while the authorship of legal person or other organization is created by law. See Article 11 of the Copyright Law of the PRC.
 - ◆ "individual, individuals, entity or entities" is replaced with "natural person(s), legal person(s) or other organization(s)" according to the wording used by the General Principles of the Civil Law of the PRC and Article 11 of the Copyright Law of the PRC.
 - ◆ **(3.0 edit)** "or if no individual or entity can be identified, the publisher" is omitted. Under the Copyright Law of the PRC, even if no natural person, legal person or other organization is identified as the original author, the publisher will not be presumed as the original author.
 - ◆ **(3.0 edit)** "for the purposes of this License, this License will be applicable to the following natural person(s), legal person(s) or other organizations" is added because performers, phonogram producers or broadcasting organizations fall under the definition of neighboring right owner rather than author under the Copyright Law of the PRC.
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- ◆ **(3.0 edit)** “a performance; a broadcast; a phonogram;” is omitted because a performance or phonogram is not treated as a type of Work under the Copyright Law of the PRC. The creator of a performance, phonogram or broadcast is granted a Neighboring Right rather than copyright under Article 41 of the Copyright Law of the PRC.
 - ◆ **(3.0 edit)** “a compilation of data to the extent it is protected as a copyrightable work;” is deleted for the same reason as stated in Section 1 (a).
 - ◆ **(3.0 edit)** Pursuant to the Copyright Law of the PRC, “a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work” does not fall under the definition of “Work”, but “Performance”, which is legally regarded an object of Neighboring Rights.
 - ◆ **(3.0 edit)** “For the purposes of this License, this License will be applicable to performances, phonograms and broadcasts” is added at the end of “Work” in order to avoid narrowing down the applicable scope of CC license.
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- ◆ **(3.0 edit)** “The preceding definition includes without limitation, ‘publicly display’, ‘publicly perform’, ‘publicly present’, ‘publicly broadcast’ and ‘publicly transmit via network’” is added at the end in order to make "Publicly Perform" more clear and concrete under the Copyright Law of the PRC.

- j. **“Moral rights”** means the rights an original author has to make the final decision as to whether or not to publish and whether to require attribution, control alteration, or require maintaining the creative integrity of the original work.
- ◆ **“Moral Rights”** is added to accommodate the provision of the license to the Chinese Copyright Law. Since the scope of Copyrights under Chinese Copyright Law include Moral Rights as well as Economic Rights.
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- ◆ “If supplied” is replaced with “if the name of the Original Author is supplied” to make it more clear in Chinese.
 - ◆ “Credit” is replaced with “indication.”
 - ◆ “Uniform Resource Identifier” is replaced with “Internet Address” in order to conform with the Chinese expression. To avoid misunderstanding we also include the English term after the Chinese translation.
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- 1) those that cause personal injury to the other party;
- 2) those that cause property damages to the other party as a result of deliberate intent or gross negligence. Article 40: When standard terms are under the circumstances stipulated in Article 52 and Article 53 of this Law, or the party which supplies the standard terms exempts itself from its liabilities, weights the liabilities of the other party, and excludes the rights of the other party, the terms shall be null and void.

- ◆ “On any legal theory” is omitted.
- ◆ “Special, incidental, consequential, punitive, or exemplary damages” is replaced with “direct, consequential, and punitive damages.” The incidental/consequential and punitive/exemplary differentiation is rooted in the common law tradition of contracts. Chinese contract law does not differentiate these concepts. Instead it adopts “direct, consequential, and punitive damages” to cover the same scope. The terms are therefore changed according to Chinese law.

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