

01 июня 2018

Alibaba.com с 01.06.2017 года ввела новые правила защиты авторских прав на фотографии

Соглашение

Agreement for Image Copyright Protection Service

1. Confirmation and acceptance of service agreement terms

1.1 Reminder from Alibaba: Please read the *Agreement for Image Copyright Protection Service* (hereinafter referred to as "the agreement") carefully before applying for Alibaba's image copyright protection service. When you click the "Agree" button, you confirm that you have carefully read all the agreement terms and agree to be bound by them. You can terminate the service if you do not accept the agreement. If you continue to use the service, it shall be deemed that you agree to accept all the terms.

2. Parties to the agreement

2.1 The agreement is signed between Alibaba (China) Technology Co., Ltd. (hereinafter referred to as "Alibaba") and the user of the service (hereinafter referred to as "the user" or "you") as a valid contract involving application for Alibaba's image copyright protection service (hereinafter referred to as "the service") and relevant matters.

3. Applicability of the service

3.1 The service is applicable only to Alibaba's online trading platform (hereinafter referred to as "Alibaba's platform"), i.e. the official global site of Alibaba (<https://www.alibaba.com>).

3.2 The service only serves as a technical solution used to regulate commercial activities conducted on Alibaba's platform rather than a tool to define intellectual property owners and identify intellectual property infringement. Alibaba is not liable for any legal consequences resulting from infringement of third-party intellectual properties by users of the service. Activities related to the service, including but not limited to image similarity measurement and prevention from image copyright infringement, are all applicable only to Alibaba's platform. Alibaba is not liable for any copyright infringement of images protected by the service occurring outside Alibaba's platform.

4. Service description

4.1 Service introduction

4.1.1 Basic working principle: By applying the service, the system creates images attached with user-specific digital labels, and analyzes those labels to identify and prevent image copyright infringement.

4.1.2 Create images attached with user-specific digital labels:

If the user owns the copyright for an image that they post on Alibaba's platform, the system will attach a unique digital label to it and the user can then post the labeled image instead. Each digital label is unique to the user.

4.1.3 Prevention from image copyright infringement:

During the validity period of the service, when the system identifies a labeled image used by an unauthorized user, it will take appropriate measures to prevent the infringement, including but not limited to blocking the posting of that image and deleting that image.

4.2 Identification of image copyright infringement

The system identifies image copyright infringement based on its ability to detect user-specific digital labels attached to the images.

Please note that the system will not identify certain cases as image copyright infringement, including but not limited to:

4.2.1 You use images without user-specific labels publicly, or, leak such images to third parties through any channel.

4.2.2 An infringer re-edits labeled images, leading to damages of digital labels which the system cannot identify.

Please note that due to technical limitations, the service described above does not offer any legally binding promises. Alibaba will strive to continuously improve the effectiveness of the service.

You can report any copyright infringements and seek help through our "400" hot line.

5. Service termination

Alibaba has the right to terminate the service if either of the following occur:

5.1 The user is accused of image copyright infringement by another party, and Alibaba confirms the infringement.

5.2 Alibaba has sufficient evidence to prove that the commodity or information in an image that you have posted by the user has infringed on others' intellectual property rights or violated relevant laws and regulations.

6. Alibaba is not liable for any inconvenience or loss resulting from any of the following scenarios:

6.1 Service interruption is caused by regular inspection or construction, or by software or hardware updates.

6.2 Software or hardware is rendered inoperable by force majeure or hacker attack.

6.3 Failures in network provider service lines or other failures.

6.4 Contingency measures taken under emergencies in line with legal regulations.

7. Service charge

Alibaba currently does not charge for the service under the agreement. However, Alibaba is entitled to adjust the service charge policy and apply standard charges based on actual events anytime necessary. If you continue to use the service and pay for it, it shall be deemed that you agree to accept the agreement and to be bound by it.

8. Agreement revision

8.1 Alibaba is entitled to optimize and revise agreement terms anytime necessary in line with changes of relevant laws and regulations of the People's Republic of China, Internet development, and growth of Alibaba. Whenever any content in the agreement is revised, Alibaba will post the revised content on its website, which will be regarded as an official notice of agreement revision given to you. Alibaba can also inform the user of the agreement revision through other channels.

8.2 The user has the right to terminate the service if they do not accept agreement terms revised by Alibaba. If you continue to use the service, it shall be deemed that you agree to accept Alibaba's revision to the agreement.

9. Other terms

9.1 You agree that Alibaba has the right to unilaterally transfer all rights or obligations under the agreement to an associated company provided that it does not affect your rights and obligations.

9.2 The agreement is bound by laws in PRC Mainland.

9.3 In the event of any dispute over signing, fulfillment, and interpretation of the agreement between you and Alibaba, the two Parties shall try to resolve it through friendly negotiation. You agree that if the Parties fail to resolve the dispute through negotiation, the dispute shall be settled by the local people's court in the jurisdiction where Alibaba is located.

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