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   ■ “Lawful” is added prior to “use” to make the sentence more consistent and clear.

   ■ “Doctrine” is added for the same purpose, to make the sentence clearer.

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- The Chinese version uses MCSC as the example of the performance rights society, rather than ASCAP, BMI and SESAC which don’t apply in China.
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- “17 USC Section 115 of the US Copyright Act” is replaced with “Article 39(3) of the Copyright Law of PRC” for appropriate localization.
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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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