

Influential IPRs Cases Involving Free Trade Zone Factors Decided by Qianhai Court

Case Example 1

According to the law, the accused platform's function of "shooting the same video" constitutes infringement To guide the short video industry to develop in accordance with the law

——T Music Company & T Entertainment Company v. W Company over infringement of right to network dissemination of information

[Case Summary]

On December 26, 2015, T Music Company signed with K Company, the authorizer, a "Letter of Authorization with a List of Exclusively Authorized Works", and obtained the exclusive authorization of right to network dissemination of information of certain musical works, including the songs involved in the case. The authorization is exclusive and transferable in nature, with a period extending from December 26, 2015 to December 31, 2018. On July 1, 2017, T Music Company signed a "Letter of Authorization" with T Entertainment Company, licensing non-exclusive right to network dissemination of information of

the above-mentioned musical works to T Entertainment Company. In September 2017, T Music Company and T Entertainment Company found that W Company provided users with playback service regarding the aforementioned musical works in one of its short video applications without permission. T Music Company and T Entertainment Company believed that W Company 's actions have infringed their legitimate rights and interests, therefore resorted to legal actions.

[Ruling Results]

The court held that regardless of the channels through which the song involved in the case existed in the music library of a short video application owned by W Company, its users could obtain recordings from the music library at a time and place selected by the individual. Without the right holder's permission, it constitutes infringement of T Music Company and T Entertainment Company's rights to network dissemination of information. Moreover, Company W were unable to prove that the infringing products were indeed uploaded by Internet users, and the technical services provided by the works involved in the case did not qualify as general defenses, and therefore should be held responsible for the infringement thereof. The court has given consideration to the popularity and influence of the works involved, the extent of Company W 's subjective fault, business

scale, nature of the infringement, duration, consequences caused by the specific use, and the plaintiff's reasonable expenses to stop the infringement. As a result of discretion, T Music Company and T Entertainment Company were ruled to compensate for the losses and the reasonable expenses stop the infringement with a total sum of 15,000 yuan.

[Significance]

The short video application of W Company is a short video platform with great influence in China. It provides a function named "shooting the same video", which is extremely popular among users. In this case, the court conducted an in-depth analysis on the nature of the technical service of the function on TikTok platform, and identified that what it provides is not just information storage services, but a comprehensive service that involve preservation, extraction, and assisted editing and generation of new videos, which constitutes infringement. This case is significant as a reference for identifying the nature of similar functions on short video platforms, serving as deterrent to the infringement of right holders' right to network dissemination of information, which is conducive to guiding the short video industry to develop in accordance with law.

Case Example 2

Expert Jurors from Hong Kong participating in the Trial of IPR Cases

To Promote Inter-regional and International Credibility with Professional Trials

——The Double Case of Company A v. Company B, C, and D over Copyright Disputes

[Case Summary]

The Plaintiff, Company A, obtained the copyright of the cartoon image of "Back Kom" via Transfer from Korea. The plaintiff found that the defendant Companies B and C used the cartoon image of the plaintiff's art work "Back Kom" in their key chains and children's clothing products sold in the online platform operated by the defendant Company D, infringing the plaintiff's copyright, therefore sued to the court and requested the ruling of the defendants Company B and Company C to stop sales immediately, destroy inventory, and compensate the plaintiff for economic losses. The defendant Company D deleted relevant infringing links and provided information such as sales data of the goods involved.

[Ruling Results]

Shenzhen Qianhai Cooperation Zone People's Court
Opened Consecutive Court Sessions for the Trials of the Two
Cases. Sun Yun, an expert juror from Hong Kong (specializing
in intellectual property), and Su Yongle (Vice President of China
Animation Society, Director of Asia-Pacific Animation
Association), participated separately in the trial of the cases as
members of the collegial panel. After the trial, the two Hong
Kong expert jurors used their professional advantages to assist
the judges in the mediation, and finally successfully settled the
two cases out of court.

[Significance]

These two are typical foreign-related IPR protection cases
participated by expert jurors from Hong Kong during trial. In
the context of the Guangdong-Hong Kong-Macao Greater Bay
Area, jurors participating in IPR cases in Hong Kong are
innovative measures to further increase the participation of
Hong Kong and Macao compatriots in the judicial protection of
IPR in the Mainland, so as to promote inter-regional and
international credibility of judicial protection for IPR. At the
same time, professionals from Hong Kong and Macao have
become practitioners and witnesses of the strict protection of
IPR in the Mainland, which has strengthened the openness and
transparency of justice in the Mainland to Hong Kong and

Macao people, promoting further judicial exchanges and cooperation between the Mainland and Hong Kong and Macau, so as to facilitate the integrated development of Guangdong, Hong Kong and Macau.

Case Example 3

Implementing the most stringent judicial protection of IPR

To Guarantee the Innovation-Driven Development of the FTA

——T Company v. W Company and other companies over infringements
of right of producer of sound or video recordings

[Case Summary]

Company T was authorized an exclusive license for the 178 recordings involved in the case. In 2017, Company T and Company W signed the "Music Licensing Cooperation Agreement", authorizing non-exclusively Company W to provide music services on its music website for a period extending from April 1, 2017 to March 31, 2018. The contract stipulated that after expiration, Company W shall immediately stop transmitting authorized tracks and delete the relevant authorized works on its server. At 17:23 on March 31, 2018, Company T informed Company W by e-mail that it should immediately remove all the songs involved due to the expiration of the contract. At 23:44 on the same day, W Company published a message on its official Weibo advising users to

purchase related songs immediately. On April 1, 2018, W Music website still provides download service of the music products involved.

[Ruling Results]

The court held that after the contract of the case expired, W Company's music website continued to provide download services constitute infringement. Company L, the operating company of the W music website, has not yet obtained a value-added telecommunications business license. In fact, it is dependent on Company Y who has obtained legal license for operation. Therefore, Company Y and Company L should be deemed as joint infringer. When the authorization contract expires and Company T has explicitly asked to remove the recordings involved in the case, Company W not only failed to take corresponding measures in accordance with the agreement in time, but also notified the user to download as soon as possible, indicating that Company Y and Company L have the intention of joint infringement, therefore shall be jointly held responsible for civil liability. The court ruled that the three defendants should pay T company 4500 yuan in compensation for each recording, and supported T company's reasonable expenses incurred to stop the infringement.

[Significance]

The parties involved in this case are all well-known Internet companies in the country, and the infringement involved in the case has caused widespread media attention. In this case, the infringing platform, the actual operating company, and the company with legal qualifications are not the same subject. On the basis facts, the court ruled the three parties to jointly bear the tort liability, which effectively protected the rights of the rights holder. In the case where the actual loss of the right holder and the illegal gains of the infringer could not be ascertained, statutory compensation was applied in this case. In determining the specific amount of compensation, the extent of the W Company's subjective fault, business scale, the nature of the infringement, and the consequences were taken into consideration. As a result, a higher amount within legal limit for compensation was decided, and T company's litigation requests for reasonable attorney fees and expenditures for safeguarding the rights was supported by the court, fully reflecting the spirit of punitive compensation. In this case, the most stringent judicial protection of IPR was implemented, and the legitimate rights and interests of the IPR holders were safeguarded. It is of exemplary significance for creating a business environment that protects innovation-driven development.

Case Example 4

Reasonably Defining the Burden of Proof in the Lawsuit of Business Secret Infringement To Guide Enterprises in the FTA to Improve IPR Management and Safeguarding Capabilities

——Company A v. Liu over infringement of trade secret

[Case Summary]

In July 2018, Liu was appointed as the general manager of A Health and Wellness Company and signed the “Confidentiality Agreement for Business Secrets”, acknowledging that he has the obligation to keep the company's business secret confidential. In October 2018, Liu resigned. Company A believed that Liu took away confidential information such as the company's customer information and infringed on business secrets, therefore claimed that Liu should stop the infringement and compensated for the losses with the amount of 300,000 yuan. Liu argued that his resignation was an ordinary flow of talents. He did not hold Company A's business secrets and did not violate the confidentiality agreement in the labor contract. The business secrets claimed by Company A include: Liu's work-related voice recording at the conference

when he took office; customer and employee information; trial salary system plan, VIP customer health management dossiers with charts, customer satisfaction evaluation, VIP membership card fee-charging catalog, and Meituan package table, etc.

[Ruling Results]

The court held that commercial secrets should have secrecy, commercial value and confidentiality. The plaintiff shall provide preliminary evidence to prove that the business secrets it claims comply with the statutory requirements and the fact of being violated. In this case, Company A did not submit the specific contents of the conference recording, customer information and employee information, and no judgment could be made on this; the VIP membership card fee-charging catalog and the Meituan package table are information that needs to be disclosed to customers and do not constitute commercial secrets. As for trial salary system plan, the company will generally keep it confidential within a certain range and dose have commercial value. In the case where Company A has not provided evidence to prove that the plan has been known to the public, the plan is still a commercial secret, but the evidence provided by Company A is insufficient to indicate that the trade secret was obtained, disclosed or used by others through improper means, so the lawsuit was rejected according to law.

[Significance]

This case is the first infringement of trade secrets ruled by Qianhai Court. Trade secrets are intangible property of great commercial value, and employee turnover is the main reason for infringement of trade secret disputes. The low success rate of plaintiffs in trade secret disputes is mainly due to the lack of awareness of the legal system of trade secrets and the lack of a complete and effective trade secret management system, resulting in weak proof in litigation. The judgment further clarified the burden of proof of the parties in disputes over trade secret, and helped guide the enterprises in the FTA to improve their litigation capabilities, promoting the trade secret protection system and the level of IPR protection in the FTA.

Case Example 5

Accurately Determining the Liability of the Contractual Obligor for Breach of Contract To Maintain a Stable and Fair Trading Order

——Li and Liu v. W Company in Shenzhen over Franchise Contract Disputes

[Case Summary]

In September 2017, the plaintiff Li and the defendant Shenzhen W Company signed a "Rental Service Contract", stipulating that the hotel operated by the plaintiff Liu (Li's wife) became one of the affiliated hotels of W Company's brand management platform, whereas W Company provided standard management consultation, marketing promotion and customer source delivery for the plaintiff's hotel in accordance with the brand's established standards. On the day of signing the contract, Li paid the franchise fee of 126,000 yuan to W Company by means of transfer as agreed in the contract, and then Li renovated the hotel operated by Liu according to the standards agreed in the contract. On November 13, 2017, employees of Company W informed Li that due to the suspension of the management platform's project, follow-up matters should to be resolved with the project manager who signed contracted at that

time. Due to the suspension of the project, the purpose of the contract could not be achieved. Li and W Company negotiated to cancel the contract, and it was difficult for the two parties to reach an agreement due to the compensation for the decoration costs, therefore they sued to the court.

[Ruling Results]

The court held that the contract signed by the two parties was a franchise contract, which was expressed by the true intention of both parties, and the content did not violate the mandatory provisions of laws and administrative regulations, therefore legal and effective, and was legally binding on both parties. Li paid the relevant franchise fee according to the contract, and carried out decoration and renovation, and fulfilled the relevant obligations of the contract. However, due to the suspension of the W company's brand management platform project, the purpose of the contract signed by the two parties could not be achieved, and the behavior of W company constituted fundamental breach of contract, therefore Li's request for the termination of the contract was supported by the court. Due to Company W's breach of contract, Li suffered a loss in hotel the decoration, furniture upgrade, equipment, and termination of the decoration. Based on the evidence provided by Li for the related expenses, the reasonable part of the above

loss claimed by Li was supported by the court.

[Significance]

Franchise business has made great progress in China for its advantages including rapid expansion, low cost, low risk, and high efficiency, covering many industries such as hotel franchise, convenience store, regional agency, clothing sales, catering services, car rental, jewelry sales and sales. It has a profound impact on the social economy, especially the retail industry. This case is a typical franchise contract dispute. By correctly determining the validity of the contract, the court provided reasonable division of responsibilities between the parties while supporting the counter party of the contract requiring the breaching party to compensate for the reasonable losses caused by the breach, which can effectively regulate and guide the parties to strictly fulfill the contractual obligations, thereby creating a stable and fair operation environment for the FTA.

Case Example 6

Punishing Unfair Competitions according to Law To Promote the Establishment of an Integrity System for the FTA

——Shenzhen P Company v. Beijing Z Company for False Promotion

[Case Summary]

Shenzhen P Company and Beijing Z Company are both partners of M Winery in China, and there is a certain competitive relationship between the two parties. In August 2016, M Winery revoked the authorization of Z Company's online sales channel, and in September of the same year, P Company was authorized as the exclusive distributor of the online channel. In May 2018, P Company found that Z Company published multiple articles via its official website, WeChat public account and other public media to promote Z Company as the sole agent of M Winery China and the only exclusive partner in China. The executives of Z Company released the related news through WeChat Moments. The behavior of Z Company and its executives caused the cooperation partners, consumers and media of P Company to question whether P Company had the legal authorization of M

Winery. P Company believed that the remarks of Z Company were seriously inconsistent with the facts, which constituted false propaganda, causing a negative impact to P Company's business reputation and sales, and infringement of its legal rights and interests, therefore sued to the court.

[Ruling Results]

The court held that although Z Company was exclusively authorized by M Winery in September 2014, the authorized party may terminate the authorization contract at any time as stipulated by the letter of authorization. Z Company is aware that P Company was authorized by M Winery in September 2016 to become an importer for online channel and exclusive agent for a series of products. In this case, Company Z was still using on promotional remarks on its official website and WeChat official account, such as the exclusive distributor of M Winery in China, causing damage to the reputation of Company P; the actions constitute unfair competition. The court ruled that Company P should delete the false promotion and made a statement on its official website and WeChat official account for its unfair competition for ten consecutive working days to eliminate the impact and compensate Company P for 70,000 yuan of economic losses, including reasonable expenses for defending its rights.

[Significance]

With the increase in economic and trade activities, foreign products in the Chinese market often take the form of exclusive distribution agents or multiple distributor agents. Once there are multiple distributors, competition will inevitably occur. When there is competitive relationship, how to avoid unfair competition disputes requires all parties to deal with their agency rights and boundaries in accordance with the principles of integrity and mutual assistance. If either party violates the principle of good faith and conceals the truth, exaggerating or falsely promoting during the distribution, damage could be done to the interests of the other party and constitute unfair competition. This case is a typical dispute over unfair competition. After the court found out that the defendant's behavior was indeed unfair competition, the ruling required it to eliminate the impact and provide explanations, which effectively protected the plaintiff's legitimate rights and interests while supporting the part of the losses caused by protecting the rights, safeguarding the legitimate rights and interests of the right holders and effectively improving the business environment of the FTA.

Case Example 7

Equally Protecting IPR of both Domestic and Foreign Parties according to Law To Enhance Confidence of Foreign Parties to Make Investment

——Chongqing B Company v. M Company and C Company over disputes of trademark infringement and unfair competition

[Case Summary]

Laytex is a well-known natural latex pillow and mattress brand in Thailand. The plaintiff, Chongqing B Company was authorized by the right holder as the sole legal user and operator of the trademark in Chinese market. The company applied for the registration of the "laytex" trademark No. 16995590 in China. On May 1, 2015, Chongqing B Company issued an authorization certificate to M Company and designated it as the general agent for Guangdong Province. On May 12, 2015, C Branch of M Company was established. After that, both parties

did not sign a formal agency agreement. On May 18, 2015 and January 18, 2016, K, the legal representative of M Company, applied for three design patents for the packaging bag, all of which contained the logo of laytex. The plaintiff, Chongqing B, filed a lawsuit based on claims including the use of the laytex logo on the latex pillow produced and sold by the defendant M Company constituted trademark infringement; the unauthorized use of the unique packaging and decoration of its own products; the unauthorized use of its own company title in the company name constituted unfair competition.

[Ruling Results]

The court held that the registered trademark of the plaintiff should be protected according to law. Although the design patent applied by K has the “layex” logo and the authorization announcement date of the patent was earlier than the registration date of the registered trademark of the plaintiff, Chongqing B Company, the trademark of the plaintiff was used first, and the defendant came across the the plaintiff ’s trademark in contact with the plaintiff during the negotiation of agency matters, and then the design patent was applied in the same or similar packaging decoration as the plaintiff, thereby the stability of the patent was not guaranteed. Secondly, the object of design patent protection was the shape, pattern or combination of products,

not the text in the design pattern. The defendant used a logo similar to the registered trademark of others on the same product, and his actions constitute trademark infringement. The decoration pattern, color, text content and layout of the pillow packaging sold by the defendant were highly similar to the plaintiff's packaging, and it was marked with "B (LAYTEX) natural latex pillow" on the label with a clear intention to create a confusion or have a specific connection with the plaintiff's goods, which constitutes unfair competition. When the defendant set up a branch, the plaintiff's name was used as the company's name without the plaintiff's permission, and the pillows were sold with a note claiming to be the general agent of China, which confused customers of the source of the goods. The plaintiff's request of banning the defendant from using its name was also supported by the court. Therefore, the two defendants were ruled to immediately stop the infringement and unfair competition, and stop using "B" as their companies' name and compensated the plaintiff for economic losses and reasonable rights protection costs of 500,000 yuan. The two defendant filed appeal and the second instance maintained the original ruling.

[Significance]

As the country promotes a higher level of comprehensive

opening up, more and more well-known overseas brands are seeking development in Chinese Mainland through agents and other means. After contacting foreign brands or their agents, some parties deliberately infringed on the registered trademarks of others in order to seek economic benefits, or engaged in unfair competition through illegal use of other people's business names or packaging and decoration patterns. In this case, a negative evaluation of the above-mentioned acts was made, and the infringer was ordered to immediately stop trademark infringement and unfair competition and compensate the loss. Offering equal IPR protection for both domestic and foreign parties is of great significance to create a fair, just and transparent international business environment.

Case Example 8

Prohibiting Unauthorized Use of the Trade Name of Others According to Law

To create a Market Environment with Fair Competition

——Beijing K Company v. Shenzhen K Company over Dispute of Unfair Competition

[Case Summary]

Beijing K Company was registered and established on March 20, 2015 as an operator of a short video platform with a business scope covering technology development, technology promotion, basic software services, application software services, software development, etc. Shenzhen K Company was registered and established on April 12, 2017 with a business scope covering network technology R&D, software services, software development, etc. Before the establishment of Shenzhen K Company, the trade name of Beijing K Company has been recognized by the relevant public and has a certain social influence. Beijing K Company sued to the court, demanding that Shenzhen K Company should stop using a certain word and change its business name, and compensate

100,000 yuan for economic losses.

[Ruling Results]

The court held that Beijing K Company was incorporated in June 2015. As a result of time-consuming publicity and product sales, certain trade name of the company has gained certain social influence and become known to the relevant public. A certain relationship has been established between a certain trade name and Beijing K Company. After years of operation, Beijing K Company's business scope went beyond the area of Beijing and become an influential enterprise in the country. Therefore, the difference in registered addresses between the two didn't affect the existence of a competitive relationship. Moreover, the business operations of the two overlapped, and the two constituted a competitive relationship. Shenzhen K Company knew that the company name of Beijing K Company was registered first, and gained a certain reputation, but it didn't make reasonable avoidance. The company name registered with the same name as other people obviously had the intention of taking advantages of others business reputation to obtain improper benefits, which was enough to cause confusion among the relevant public regarding the sources of the products and services of the two companies, or a conclusion that the two companies had a special relationship. Such registration action

constituted unfair competition. Therefore, Shenzhen K Company should bear the infringement liability, so it was ruled that Shenzhen K Company should stop using a certain trade name in its company name, and go through the procedure of changing its name with the market supervision and management department, and compensate Beijing K Company for the economic loss of 50,000 yuan, including reasonable expenses for defending its rights.

[Significance]

This case is a typical case of conflict concerning corporate trade name. Whether competition is fair is the basic principle for identifying unfair competition. Encouraging and protecting fair competition is one of the legislative purposes of the Anti-Unfair Competition Law. One of the principles embodying the legislative purpose of protecting fair competition is protecting prior rights, which means that the creation and exercise of subsequent rights shall not infringe upon the previous legitimate rights. If the subsequent rights are established on the basis of infringing on the rights of others, even if they somehow have acquired formal legitimacy, they have essentially lost the legitimacy of their rights and should not be protected by law. Although the name of the defendant in this case has been approved by the administrative organ, it does not necessarily

mean there is no violation to the legal rights of others. The defendant's act of registering the name of others as his own has an obvious intention to take advantage of others business reputation, which will objectively cause confusion, breaching the principles of good faith and recognized business ethics, and violating the plaintiff's prior rights to its name, therefore should be prohibited.

Case Example 9

Identifying Infringements based on Customs Administrative Penalty Decisions To Promote the Formation of a General Environment for IPR Protection

——M Company v. Shenzhen L Company for dispute over trademark
infringement

[Case Summary]

M Company is the owner of two registered trademarks. The approved product categories of the above two trademarks include headphones, and both are within the period of effective protection. The defendant's business scope includes domestic trade, import and export of goods and technology, etc. In

February 2017, Customs notified M Company that it had seized a batch of headphones exported by Shenzhen L Company for alleged infringement of M Company's intellectual property rights. After that, M Company submitted the "Application for Customs Detention" to the Customs and applied for the seizure of the earphones suspected of infringing on the exclusive right of its trademark by L Company. The customs seized and determined L Company's infringement according to law and made corresponding administrative penalty decisions. M Company filed a lawsuit with the court on the grounds of L Company's infringement of the trademark right, requesting L Company to immediately stop the infringement and compensate the economic losses and reasonable expenses for safeguarding its rights.

[Ruling Results]

The registered trademarks involved in the case are within the period of effective protection and should be protected by law. After comparison, a logo prominently used in the outer packaging of the export goods of L Company is visually indistinguishable from the two registered trademarks of M Company, which constitutes the "same trademark"; the export goods of L Company and the products approved to use M Company's two registered trademarks are all earphones, which

constitute "the same products". The commodities involved in the case are categorized as "commodities that infringe on the exclusive right to use registered trademarks", and L Company declares the commodities involved in the export case in the form of general trade, and can be categorized as "selling commodities infringing on the exclusive rights to use registered trademarks", which constitutes an infringement on the exclusive right to use the registered trademarks of M Company. In accordance with the law, L Company was ruled to stop the infringement, and M Company should be compensated for the economic losses and the reasonable expenses of safeguarding its rights and interests with the amount of 60,000 yuan.

[Significance]

In the case, L Company clearly stated that it had no objection to the customs seizing measures, and renounced its right to make statements and defenses. The customs found out the relevant infringement actions and made an administrative penalty decision in accordance with the law. During the trial, L Company did not appear in court to participate after being legally summoned. Without evidence to the contrary, the court confirmed the infringement facts and administrative penalty decisions found by the customs, and identified the infringement according to law. Intellectual property protection is a systematic

project involving many departments such as legislation, administration, and justice. Strengthening inter-departmental cooperation, and improving the linkage mechanism between the administrative law enforcement agencies and the courts in the investigation and handling of IPR infringement cases are beneficial to promote the formation of a general environment for IPR protection.

Case Example 10

Applying Pre-litigation Injunction Measures to IPR Infringements To Improve the Timeliness and Convenience of IPR Protection

——Applicant T Music Company, T Company v. Respondent W Company, W Music Company, Hangzhou D Company and others over dispute for pre-litigation act preservation

[Case Summary]

The applicant, T Music Company and T Company, filed to the court for pre-litigation act preservation, and requested the ruling of the respondent W Company, W Music Company, and Hangzhou D Company to immediately stop distributing 9 songs authorized by T Music Company and T Company through the W music website, music PC terminal, mobile client, and IPAD client. The applicant submitted evidence to the court proving their rights and that they were suffering infringement damage, etc., and provided effective guarantees.

[Ruling Results]

The court held that the purpose of pre-litigation act preservation is to stop tort in a timely, efficient and effective

manner. In this case, the applicant has proved that they hold the right to network dissemination of information of the 9 songs involved in the case, and the respondent is infringing through online music platform. Based on the rapidity of online communication, if the above-mentioned infringements are not prohibited in a timely manner, the legal rights and interests of the applicant will be irreparably damaged. Therefore, the respondent was ruled to stop the above infringement immediately.

[Significance]

The pre-litigation act preservation, also known as the pre-litigation injunction, is characterized by the timely, quick and effective prevention of infringement before prosecution, which is often regarded as the most effective remedy for protecting IPR. The following factors were considered in the review process of pre-litigation act preservation in this case: the basis of the rights claimed by the applicant; the possibility of the applicant winning; whether it is urgent, and whether failure to take immediate measures may cause the legal rights of the applicant to suffer from irreparable damage; damage balance; whether the ruling to stop infringement harms the public interest, etc. Based on the rapidity of online communication and the operating characteristics of the online music platform, if the

pre-suit injunction is not taken immediately, the legal rights and interests of the applicant will be quickly jeopardized, and the competitive advantage obtained by the respondent's improper use of the rights of others will be further increased, and the lawful rights and interests of people will be irreparably damaged, therefore prohibiting actions should be according to law. The case takes the advantage of the temporary measures system, which improves the timeliness and convenience of judicial remedies for IPR, fully reflecting the effect of implementing the most stringent IPR protection system, and effectively enhancing the sense of gain of IPR holders.