

# Legal Disclaimer and Terms of Use

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## 1. ACCEPTANCE OF TERMS

By accessing and using this website (the "Website"), you agree to be bound by the terms and conditions contained in this Legal Disclaimer and Terms of Use (the "Terms"). If you do not agree to these Terms, please do not use this Website. Your continued use of the Website constitutes your acceptance of these Terms and any modifications thereto.

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## 2. INTELLECTUAL PROPERTY RIGHTS

### 2.1 Copyright Ownership

The copyright of the artworks presented on this Website is the exclusive intellectual property of the author of the artworks ("the Artist"). The introduction and promotion materials of the artworks and the Artist, and all other content on this Website, including but not limited to images, text, graphics, logos, photographs, reproductions, digital files, and visual materials, are owned by Atelier Yayi Culture & Art (Shanghai) Co., Ltd. (hereinafter referred to as "YAY"), the Artist's authorized representative and the website owner. All content is protected by the Copyright Law of the People's Republic of China, all other applicable laws, and international copyright conventions.

### 2.2 Artist's Moral Rights

The Artist retains all moral rights to his/her artworks, including but not limited to the right of attribution, the right of integrity, the right of publication, and the right of modification. These moral rights are inalienable and cannot be transferred, waived, or licensed, even if the physical artwork is sold or transferred to another party.

### 2.3 No License Granted

Except as expressly stated in Section 3 below, no license, right, or permission is granted to you with respect to any intellectual property displayed on this Website. All rights not expressly granted are reserved to the Artist and YAY.

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## 3. PERMITTED USES

### 3.1 Personal, Non-Commercial Use

You may view and print images and content from this Website for personal, non-commercial use only. This limited permission is granted solely for the purpose of viewing and appreciating the Artist's artistic work and learning about his/her career and accomplishments.

### 3.2 Attribution Required

Any permitted use of content from this Website must include proper attribution to the artist in the following format:

- For artworks: "© [2026] [Name of the Artist], All Rights Reserved."
- For other content: "© [2026] Atelier Yayi Culture & Art (Shanghai) Co., Ltd. All Rights Reserved."

### 3.3 Linking to the Website

You may link to the Website from your own website or social media platforms, provided that

the link is not deceptive and does not misrepresent the nature or content of the Website. You may not frame, embed, or otherwise integrate content from this Website into other websites or applications without express written permission.

### **3.4 Educational and Scholarly Use**

Educators, students, and scholars may use images and content from this Website for educational and scholarly purposes, including classroom presentations, academic papers, and research projects, provided that proper attribution is given and the use is non-commercial.

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## **4. PROHIBITED USES**

You agree not to use this Website or any content displayed on this Website in any manner that:

### **4.1 Infringes Intellectual Property Rights**

Reproduces, distributes, transmits, displays, performs, or otherwise uses any artwork image, content, or material without the express written permission of the Artist or YAY.

### **4.2 Creates Derivative Works**

Modifies, alters, edits, adapts, translates, or creates derivative works based on any artwork, image, or content from this Website.

### **4.3 Commercial Exploitation**

Uses any artwork image or content for commercial purposes, including but not limited to creating merchandise, advertising products or services, or generating revenue.

### **4.4 Unauthorized Licensing**

Licenses, sublicenses, sells, or otherwise transfers any artwork image or content to third parties.

### **4.5 Misrepresentation**

Uses any artwork image or content in a manner that misrepresents the artist, the artwork, or its context, or that associates the artwork with products, services, or causes that the artist has not endorsed.

### **4.6 Removal of Copyright Notice**

Removes, obscures, alters, or circumvents copyright notices, watermarks, metadata, or other intellectual property protection measures.

### **4.7 Unauthorized Digital Distribution**

Distributes high-resolution images, digital files, or other content in a manner that facilitates unauthorized copying or distribution.

### **4.8 Competitive Use**

Uses any artwork image or content to promote competing artists, diminish the reputation of the Artist and/or YAY, or otherwise harm the market value of his/her work.

### **4.9 Illegal Activity**

Uses this Website or any content in connection with any illegal activity or to violate any applicable law, regulation, or ordinance.

### **4.10 Artificial Intelligence and Machine Learning Restrictions**

Without express written permission, you shall not use any content from this Website to train, develop, or improve any artificial intelligence models, machine learning algorithms, neural networks, or similar technologies. This includes, without limitation, using the content for generative AI training datasets, style transfer models, or any automated analysis tools.

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## 5. DIGITAL RIGHTS MANAGEMENT

### 5.1 Watermarking and Metadata

All digital images of the Artist's artworks displayed on this Website are protected by visible watermarks and embedded metadata containing copyright information. These protections are intended to prevent unauthorized copying and distribution.

### 5.2 Anti-Circumvention

You agree not to remove, obscure, circumvent, or disable any watermarks, metadata, digital rights management protections, or other technical measures designed to protect the intellectual property rights in the content displayed on this Website.

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## 6. LICENSING AND PERMISSIONS

### 6.1 Commercial Licensing

If you wish to use any artwork image or content from this Website for commercial purposes, including but not limited to merchandise, advertising, or commercial reproduction, you must obtain a commercial license from the Artist or YAY.

### 6.2 License Request Procedure

To request a license or permission to use any artwork image or content, please contact:

Email: [caroline.diao@atelierxg.com](mailto:caroline.diao@atelierxg.com)

### 6.3 License Terms

Any license granted by the Artist or YAY will specify the following:

- (a) **Scope of Use:** The specific purposes for which the artwork image or content may be used.
- (b) **Duration:** The time period for which the license is valid.
- (c) **Geographic Scope:** The geographic regions in which the artwork image or content may be used.
- (d) **Attribution Requirements:** The manner in which the artist or YAY must be credited.
- (e) **Exclusivity:** Whether the license is exclusive or non-exclusive.
- (f) **Fees:** Any licensing fees or royalties required.
- (g) **Quality Control:** The artist or YAY's right to approve the quality and context of the use.

### 6.4 License Restrictions

Any granted license is subject to the following restrictions:

- (a) **Non-Exclusive:** Unless otherwise specified, all licenses are non-exclusive. The artist retains the right to license the same artwork to other parties.
  - (b) **Non-Transferable:** Licenses may not be transferred, assigned, or sublicensed to any third party without express written permission.
  - (c) **Limited Duration:** Licenses are granted for a specific duration and purpose. Upon expiration or completion of the approved purpose, all rights revert to the artist or YAY.
  - (d) **Modification Prohibited:** Licensed content may not be modified, altered, edited, or used in derivative works without express written permission.
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## 7. DISCLAIMER OF WARRANTIES

### 7.1 "As Is" Basis

This Website and all content displayed on this Website are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.

### 7.2 No Warranty of Accuracy

While we strive to ensure that all information displayed on this Website is accurate, complete, and current, we make no warranty or representation regarding the accuracy, completeness, timeliness, or reliability of any information, artwork images, or content displayed on this Website.

### **7.3 No Warranty of Fitness**

We make no warranty that this Website or any content displayed on this Website will meet your requirements, will be uninterrupted, timely, secure, or error-free, or that any defects will be corrected.

### **7.4 No Warranty of Non-Infringement**

We make no warranty that any artwork image or content displayed on this Website does not infringe the intellectual property rights of any third party.

### **7.5 Disclaimer of Implied Warranties**

To the fullest extent permitted by law, we disclaim all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

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## **8. LIMITATION OF LIABILITY**

### **8.1 No Liability for Indirect Damages**

To the fullest extent permitted by law, in no event shall the Artist, YAY, or any party associated with this Website be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to damages for loss of profits, loss of revenue, loss of data, or business interruption, arising out of or related to your use of this Website or any content displayed on this Website, even if the Artist or YAY have been advised of the possibility of such damages.

### **8.2 Limitation on Total Liability**

In no event shall the total liability of the Artist, YAY, or any party associated with this Website, in the aggregate, exceed the amount of any fees paid by you to access or use this Website, or if no fees have been paid, then the liability shall not exceed one hundred Chinese Yuan (CNY 100.00).

### **8.3 Applicability**

These limitations of liability apply to all claims, whether based on warranty, contract, tort, strict liability, or any other legal theory, and whether or not the Artist or YAY have been advised of the possibility of such damages.

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## **9. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Artist, YAY, and any party associated with this Website from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- (a) Your use of this Website or any content displayed on this Website in violation of these Terms;
  - (b) Your violation of any applicable law, regulation, or ordinance;
  - (c) Your infringement of any intellectual property right of any third party;
  - (d) Your misuse of any artwork image or content from this Website; or
  - (e) Any claim by a third party that your use of this Website or any content violates their rights.
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## **10. THIRD-PARTY LINKS AND CONTENT**

### **10.1 No Endorsement**

This Website may contain links to third-party websites, resources, or content. The inclusion of any link does not constitute an endorsement, recommendation, or approval of the linked website, resource, or content by the Artist or YAY.

### **10.2 No Responsibility**

The Artist and his/her representatives are not responsible for the content, accuracy, completeness, timeliness, or reliability of any third-party website, resource, or content. Your use of any third-party website or resource is at your own risk and subject to the terms and conditions of that third party.

### **10.3 No Liability**

The Artist and YAY shall not be liable for any damages or losses arising out of or related to your use of any third-party website, resource, or content.

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## **11. PRIVACY AND DATA PROTECTION**

### **11.1 Privacy**

Your use of this Website is also governed and protected by the privacy laws and regulations of the People's Republic of China, including but not limited to the Personal Information Protection Law (PIPL).

### **11.2 Data Collection**

This Website may use third-party analytics services, advertising networks, and other tools that collect information about your use of the Website. These third parties are subject to their own privacy policies and terms of use.

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## **12. USER CONDUCT**

### **12.1 Prohibited Conduct**

You agree not to use this Website in any manner that:

- (a) Violates any applicable law, regulation, or ordinance;
  - (b) Infringes any intellectual property right of any third party;
  - (c) Harasses, threatens, defames, or abuses any person or entity;
  - (d) Transmits any virus, malware, or other harmful code;
  - (e) Attempts to gain unauthorized access to any part of this Website or any computer system;
  - (f) Interferes with or disrupts the normal operation of this Website or any computer system;
- or
- (g) Engages in any form of automated data collection, scraping, or harvesting without authorization.

### **12.2 Enforcement**

The Artist and YAY reserve the right to enforce these prohibitions through all available legal means, including but not limited to removing content, suspending or terminating your access to the Website, and pursuing legal action.

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## **13. MODIFICATIONS TO THE WEBSITE AND TERMS**

### **13.1 Right to Modify**

YAY reserves the right to modify, update, or discontinue this Website or any content displayed

on this Website at any time without notice or liability.

### **13.2 Modifications to Terms**

YAY reserves the right to modify these Terms at any time. Your continued use of the Website following the posting of modified Terms constitutes your acceptance of the modified Terms.

### **13.3 Notification of Changes**

We will make reasonable efforts to notify you of material changes to these Terms by posting the updated Terms on this Website and updating the "Last Updated" date at the top of this document.

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## **14. TERMINATION**

### **14.1 Termination of Access**

YAY reserves the right to terminate your access to this Website at any time, for any reason, with or without notice.

### **14.2 Survival**

The provisions of these Terms that by their nature should survive termination, including but not limited to Sections 2 (Intellectual Property Rights), 4 (Prohibited Uses), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Indemnification), and 15 (Governing Law), shall survive any termination of these Terms or your access to the Website.

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## **15. GOVERNING LAW AND JURISDICTION**

### **15.1 Governing Law**

These Terms and your use of this Website shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict of law principles.

### **15.2 Jurisdiction and Venue**

You agree that any legal action or proceeding arising out of or related to these Terms or your use of this Website shall be brought exclusively in the courts of Shanghai, People's Republic of China, and you consent to the jurisdiction and venue of such courts.

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## **16. SEVERABILITY**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from these Terms. The remaining provisions of these Terms shall continue in full force and effect.

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## **17. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and YAY regarding your use of this Website and supersede any prior or contemporaneous agreements, understandings, or negotiations, whether written or oral.

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## **18. CONTACT INFORMATION**

For questions regarding these Terms, the Website, copyright and licensing matters, or any other inquiries, please contact:

Email: [caroline.diao@ateliexg.com](mailto:caroline.diao@ateliexg.com)

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## 19. ACKNOWLEDGMENT

By accessing and using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please do not use this Website.

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### APPENDIX A: QUICK REFERENCE — PERMITTED VS. PROHIBITED USES

Use Type	Permitted	Prohibited	Notes
Personal Viewing	Yes	No	For personal appreciation only
Educational Use	Yes	No	For classroom, academic papers, research (non-commercial)
Scholarly Research	Yes	No	For academic publications with proper attribution
Website Linking	Yes	No	Link to the site; do not embed or frame content
Commercial Merchandise	No	Yes	Requires commercial license and fees
Advertising Use	No	Yes	Requires commercial license and fees
Modification/Editing	No	Yes	Derivative works prohibited without permission
Removal of Copyright	No	Yes	Copyright notices and watermarks must be retained
Unauthorized Distribution	No	Yes	High-resolution files cannot be shared
Competitive Use	No	Yes	Cannot be used to promote competing artists
Resale/Licensing	No	Yes	Cannot sublicense or resell images

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