

# Intellectual Property (IP) Takedown Policy

*Reversion: 9 November 2025*

JC Learning is operated by JC Human Resources Limited.

## 1. Purpose & Scope

- 1.1 This Policy sets out how the Platform responds to intellectual property (IP) complaints relating to content uploaded by Providers or users.
- 1.2 It balances the rights of rights-holders with fair process for Providers.
- 1.3 This Policy forms part of the JC Learning Provider Legal Framework, including the Master Provider Agreement, Content Standards & Acceptable Use Policy, and the Glossary of Defined Terms available on our website.

## 2. Submitting an IP Notice

- 2.1 If you believe content on the Platform infringes your copyright, trademark, or other IP rights, you may submit a written notice to [info@jchrhk.com](mailto:info@jchrhk.com) with the subject line “IP Takedown Notice.”
- 2.2 The notice must include:
  - (a) Identification of the IP work claimed to be infringed (e.g., title, registration number if applicable).
  - (b) Identification of the allegedly infringing content, including the URL or course title.
  - (c) Your name, organisation, address, phone, and email.
  - (d) A statement that you have a good-faith belief that the use is not authorised by the IP owner, its agent, or law.
  - (e) A statement that the information is accurate and, under penalty of perjury (if applicable), that you are authorised to act for the owner.
  - (f) An electronic or physical signature of the rights holder or authorised agent.

## 3. Platform's Process

- 3.1 The Platform reviews takedown notices and aims to act within 10 Business Days of receipt.
- 3.2 The Platform may remove or disable access to the identified content, in its discretion, without prior notice to the Provider.
- 3.3 The Platform may forward the notice (including contact details) to the Provider so

that they may respond.

3.4 The Platform has final discretion in handling IP complaints and reserves the right not to act on notices deemed abusive, incomplete, or unfounded.

#### **4. Counter-Notice**

4.1 If you are a Provider and believe your content was removed or disabled by mistake or misidentification, you may submit a counter-notice to [info@jchrhk.com](mailto:info@jchrhk.com).

4.2 The counter-notice must include:

- (a) Identification of the content removed and its location before removal.
- (b) A statement under penalty of perjury (if applicable) that you believe in good faith the content was removed due to mistake or misidentification.
- (c) Your name, address, phone, and email.
- (d) Your consent to the jurisdiction of the courts in Hong Kong SAR for resolution of the dispute.
- (e) An electronic or physical signature.

4.3 On receipt of a valid counter-notice, the Platform may reinstate the content unless the complainant initiates legal action within a reasonable time.

4.4 The Platform has final discretion in determining whether to restore content.

#### **5. Repeat Infringers**

5.1 The Platform may terminate accounts of Providers who are repeat infringers.

As guidance, more than two valid takedown notices against the same Provider within twelve (12) months may be treated as repeat infringement.

5.2 The Platform may also act against Providers who file false counter-notices or rights-holders who file abusive or bad-faith complaints.

#### **6. Abuse of Process**

6.1 Submitting false, fraudulent, or abusive notices or counter-notices may result in suspension of access, account termination, and potential liability for damages.

6.2 The Platform reserves the right to reject abusive complaints and take action against bad-faith actors.

## 7. Legal Basis & Jurisdiction

7.1 This Policy operates under the laws of the Hong Kong Special Administrative Region (HKSAR).

7.2 By submitting a notice or counter-notice, you consent to the non-exclusive jurisdiction of the courts of Hong Kong SAR for dispute resolution.

## 8. Updates

This Policy may be updated from time to time.

Material changes will be notified in advance via the Platform.

The latest version is always available **at** JC's Provider Legal and Policy Center page.

**Notes:** This document forms part of the JC Learning Provider Legal Framework.

By submitting the Provider Application Form or publishing content on the Platform, you agree to be bound by the current version of this document and the Master Provider Agreement.

The latest versions of all documents are available at JC's Provider Legal & Policy Center.