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Legal Opinion Letter

Issued by Sichuan Faxian Law Firm

Regarding

The App Store Launch of the "Panzhi Resale" App

by Sichuan Panzhi Network Technology Co., Ltd.

November 2024

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Definitions

In this Legal Opinion Letter, unless otherwise interpreted based on the context, the following abbreviations have the meanings set forth below:

Short name	Definitions
Your Company / Company / PanZhi Technology Co., Ltd.	Sichuan Panzhi Network Technology Co., Ltd.
"Panzhi Resale" App	A gaming account trading platform application developed and operated by Sichuan PanZhi Network Technology Co., Ltd.
App Store	The Apple application store.
Game operator	A company that independently develops or obtains authorization from other game development enterprises to operate online games.
The firm / law firm	Sichuan discovery law firm
This Firm / This Law Firm Sichuan Discovery Law Firm.	Lawyers assigned by this firm to serve as the issuer's legal counsel for providing legal services related to the launch of the "PanZhi Resale" application on the Apple App Store on behalf of Sichuan PanZhi Network Technology Co., Ltd. These lawyers are authorized to issue and sign this legal opinion, specifically the signing lawyers of this legal opinion.
《 Civil Code 》	The Civil Code of the People's Republic of China was adopted by the Third Session of the 13th National People's Congress of the People's Republic of China on May 28, 2020, and came into effect on January 1, 2021. It remains in force.
《Law on the Protection of Minors》	The Law on the Protection of Minors of the People's Republic of China was revised and adopted at the 22nd Session of the Standing Committee of the 13th National People's Congress on October 17, 2020. It came into effect on June 1, 2021, and remains in force.
《Personal Information Protection Law》	The Personal Information Protection Law of the People's Republic of China was adopted at the 30th Session of the Standing Committee of the 13th National People's Congress on

	August 20, 2021. It came into effect on November 1, 2021, and remains in force.
《 copyright law 》	The Copyright Law of the People's Republic of China was amended by the 23rd Session of the Standing Committee of the 13th National People's Congress on November 11, 2020. It came into effect on June 1, 2021, and remains in force.
《Notice on Preventing Minors from Becoming Addicted to Online Games》	The Notice on Further Strengthening Management to Effectively Prevent Minors from Becoming Addicted to Online Games was issued by the National Press and Publication Administration of the People's Republic of China on August 30, 2021. It came into effect on September 1, 2021, and remains in force.
《The User Service Agreement》	The latest User Service Agreement of the PanZhi Consignment App, developed and operated by Sichuan PanZhi Network Technology Co., Ltd., effective September 10, 2024.
《 privacy policy 》	The latest Privacy Policy of the PanZhi Consignment App, developed and operated by Sichuan PanZhi Network Technology Co., Ltd., effective November 11, 2024.
《The Internal Complaint Handling Process》	The latest Internal Complaint Handling Process of the PanZhi Consignment App, developed and operated by Sichuan PanZhi Network Technology Co., Ltd., effective November 11, 2024.
《Account Deletion Agreement》	Special instructions for account deletion by users of the PanZhi Consignment App, developed and operated by Sichuan PanZhi Network Technology Co., Ltd.
《Within Mainland China》	The People's Republic of China, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and Taiwan, due to the limitations of this law firm's practice area in this report.

Note: Unless otherwise specified, any discrepancies between totals and the sum of individual items in this legal opinion are due to rounding.

Legal Opinion Letter Issued by Sichuan Faxian Law Firm
Regarding The App Store Launch of the "Panzhi Resale" App by
Sichuan Panzhi Network Technology Co., Ltd.

Number: FaXian Intent 【2024】 No. 【000069】

To: Sichuan Panzhi Network Technology Co., LTD

Sichuan Discovery Law Firm (hereinafter referred to as "the Firm") has been entrusted by your company, in accordance with the provisions of the special legal service agreement signed between the Firm and your company, to issue this Legal Opinion regarding the launch of your company's "PanZhi Resale Application Software" on the Apple App Store.

Part I Statement

When issuing this Legal Opinion, the Firm and the responsible attorneys make the following declarations:

1. Unless otherwise specified in this Legal Opinion, the Firm and the responsible attorneys have strictly fulfilled their statutory duties in accordance with the Civil Code, Copyright Law, Law on the Protection of Minors, Personal Information Protection Law, and the Notice on Further Strengthening the Management of Minors' Addiction to Online Games, as well as other applicable laws, regulations, and rules in effect as of the date of issuance of this Legal Opinion. Following the principles of diligence, responsibility, and good faith, the Firm and the attorneys have conducted thorough verification to ensure that the facts stated in this Legal Opinion are true, accurate, and complete, and that the conclusions reached are lawful and precise. This Opinion contains no false records, misleading statements, or material omissions, and the Firm and the responsible attorneys assume corresponding legal responsibilities.

2. The Firm agrees that this Legal Opinion may be disclosed to relevant authorities as a required document for the listing of the company's "PanZhi Resale" App on the App

Store and is willing to assume the corresponding legal responsibilities. However, the company must not cause legal misinterpretations or ambiguities when citing the contents of this Legal Opinion in its submissions and may not use this Legal Opinion for any other purposes or applications.

3.The Firm's attorneys have reviewed and verified the documents and facts provided by the company relevant to the issuance of this Legal Opinion and have formed their legal opinions based on these materials. For facts that are critical to this Legal Opinion but lack independent supporting evidence, the attorneys have relied on supporting documents issued or provided by relevant government authorities, the company, or other entities. The Firm's attorneys deem these documents and statements as true and accurate in the absence of other evidence to the contrary.

4.The Firm has received the company's assurances and confirmation that it has provided all necessary and genuine documents and materials required for the issuance of this Legal Opinion. The documents and statements provided by the company are complete, truthful, and accurate. The originals of the documents, along with the stamps and signatures on them, are authentic, with no false records, misleading statements, or material omissions. All facts and documents that may affect this Legal Opinion have been disclosed to the Firm without concealment or omission. The copies provided are consistent with the originals, and the duplicates match the original documents.

5.The Firm's attorneys express legal opinions solely on matters related to the launch of the "PanZhi Resale" App on the App Store within the territory of China. No opinions are provided on non-legal professional matters such as auditing, accounting, or credit rating reports. References to laws and regulations in this Legal Opinion are based on applicable laws within China. References to judicial precedents are sourced from official government platforms within China. Comparisons with industry peers are based on legally accessible applications within China. The analysis of the legal compliance of the development and operation of the "PanZhi Resale" App relies on documents provided by the company and information obtained from government websites. However, this does not imply any explicit or implicit guarantee by the Firm or its attorneys regarding the truthfulness or accuracy of such information. The Firm and its attorneys do not have the

appropriate qualifications to verify or make judgments on such content.

6. This Legal Opinion is issued solely for the purpose of facilitating the listing of the “PanZhi Resale” App on the App Store and may not be used for any other purpose. The Firm’s attorneys have issued this Legal Opinion in accordance with applicable laws, regulations, and the requirements of relevant regulatory authorities, adhering to the generally accepted standards of practice, ethical norms, and a diligent and responsible attitude within the legal profession.

Part II Main Text

To ensure that your company's "PanZhi Resale" App can be successfully launched on the App Store and made available to iPhone users, the Firm's attorneys have issued this Legal Opinion regarding the listing and operation of the "PanZhi Resale" App on the App Store. This Legal Opinion is provided for your company's reference and for the consideration of the reviewing authorities.

1. Overview of the Company and Its Business

(I) Company qualification

Based on the Business License provided by the company and verified by the Firm's attorneys through the National Enterprise Credit Information Publicity System (hereinafter referred to as "the Publicity System") [Publicity System website: <http://www.gsxt.gov.cn/index.html>], the company currently holds the latest Business License issued by the Zigong Municipal Market Supervision Administration on August 14, 2024 (Unified Social Credit Code: 91510303MA67MGX40D). The company's basic information is as follows:¹

Enterprise Name:	Sichuan Panzhi Network Technology Co., LTD		
Legal representative	Lei Yu	Registered capital	Two million yuan
Business status	Existing (in camp, opening, registered)	Date of establishment	On July 17, 2018
Unified social credit code	91510303MA67MGX40D	Taxpayer identification number	91510303MA67MGX40D
Form of business enterprise	Other limited liability companies	Operating period	July 17, 2018 to no fixed term

¹The national enterprise credit information publicity system website: <http://www.gsxt.gov.cn/index.html>, the same below.

Date of approval	August [14], [2024].	Registration authority	Zigong City Market Supervision and Administration Bureau
Enterprise address	3rd Floor, Building 1, Taifeng International City, No.178 Tongda South Street, Ziliujing District, Zigong City, Sichuan Province, China		
Scope of business	<p>General Business Scope: Network technology services; domestic trade agency; technical services, technical development, technical consulting, technical exchange, technical transfer, and technical promotion; advertising design and agency services; software development; information consulting services (excluding licensed information consulting services); information technology consulting services; animation and game development. (For business activities not subject to approval according to the law, the company operates independently with its business license in accordance with the law.)</p> <p>Licensed Business Scope: Category II value-added telecommunication services; online cultural operations; online sales of publications; internet information services; internet news information services; auction business. (For business activities subject to approval according to the law, operations may only commence after obtaining approval from relevant authorities, with specific business items subject to the relevant approval documents or licenses.)</p>		

(2) The relevant registration and Licensing of the Company

Order number	Content
1	<p>Value-added Telecommunications Business License of the People's Republic of China License Number: 川 B2-20210698 Company Name: Sichuan PanZhi Network Technology Co., Ltd. Legal Representative: Lei Yu Type of Business: Information Service Business (limited to Internet Information Services) (service items), excluding information search and query services, as well as real-time information interaction services. (For projects requiring approval by law, the company may only carry out the corresponding business activities after obtaining approval</p>

	from the relevant authorities.) Issuing Authority: Sichuan Communications Administration Issuance Date: May 18, 2021
2	Screenshot of the Ministry of Industry and Information Technology's Government Service Platform ICP Filing Information Filing Entity Information: Sichuan PanZhi Network Technology Co., Ltd. ICP Filing Number: 蜀 ICP 备 19011373 号 Filing Service Information: Website Domain: pzds.com ICP Filing Number: 蜀 ICP 备 19011373 号-1 Approval Date: March 14, 2023
3	Software Copyright Registration Certificate of the People's Republic of China Issuing Authority: National Copyright Administration of the People's Republic of China Certificate Number: 软著登字第 10843826 号 Software Name: PanZhi Resale Platform Copyright Owner: Sichuan PanZhi Network Technology Co., Ltd. Completion Date: December 23, 2022 First Publication Date: December 23, 2022 Rights Acquisition Method: Original acquisition Rights Scope: Full rights Registration Number: 2023SR0256655

According to the Value-Added Telecommunications Business License issued by the Sichuan Communications Administration on May 18, 2021 (License Number: 川B2-20210698), and as stated in the license, the company is authorized to operate value-added telecommunications services in accordance with the Telecommunications Regulations of the People's Republic of China and other relevant national provisions. After review, the company is permitted to conduct business based on the contents outlined in the license (including the main text and attachments), and Sichuan PanZhi Network Technology Co., Ltd. is authorized to utilize telecommunications and information services provided through public network infrastructure.

According to the ICP Filing Information screenshot provided by the company, it was noted that the company passed the Ministry of Industry and Information Technology's

(MIIT) review on March 14, 2023, and the ICP filing/license number is 蜀 ICP 备 19011373 号-1. The website domain is pzds.com, and the company has completed the filing with the MIIT in accordance with legal requirements.

As per the Computer Software Copyright Registration Certificate provided by the company (Certificate Number: 软著登字第 10843826 号), it is stated that on February 17, 2023, the "PanZhi Resale Platform" designed by the company was granted a copyright certificate by the National Copyright Administration of the People's Republic of China. The company is the rightful owner of the "PanZhi Resale App."

Based on the above, the Firm's attorneys are of the opinion that PanZhi Technology Company is a limited liability company duly established and validly existing under the laws and regulations of the People's Republic of China. In accordance with applicable laws, regulations, normative documents, and the company's Articles of Association, PanZhi Technology Company is a legally qualified entity with no circumstances leading to the termination of its qualification as a legal entity. After appropriate verification by the Firm's attorneys, PanZhi Technology Company has completed the required filing with the Ministry of Industry and Information Technology in accordance with legal provisions and has obtained a copyright certificate for the PanZhi Resale App issued by the National Copyright Administration of the People's Republic of China. Therefore, the company is the lawful copyright owner of the PanZhi Resale App.

2. Overview of the "PanZhi Resale" App

Based on the company-provided "PanZhi Brand Introduction" and information from relevant personnel, the "PanZhi Resale" App is a mobile application independently designed and operated by the company. It aims to serve as an information exchange platform for numerous gaming users. Whether to post game item or account transaction information is decided by the users themselves, who may also choose whether to authorize the platform to publish such information.

The "PanZhi Resale" App is owned by Sichuan PanZhi Network Technology Co., Ltd.

and specializes in game account trading services. It currently offers services such as account resale, intermediary escrow, valuation and buyback, and compensation guarantees. The app's core business revolves around four major services:

Intermediary Escrow:After both the buyer and seller reach an agreement, they contact PanZhi's official customer service via the website or app to conduct an escrowed transaction.

Account Resale:Sellers upload game account-related information to the PanZhi platform (website or app). PanZhi lists the corresponding game account items, attributes, equipment, skins, and other relevant details uploaded by the seller. The platform also collaborates with the marketing department to showcase the listings externally. If a potential buyer expresses interest after the listing, PanZhi's official customer service assists both parties in completing the transaction.

Valuation and Buyback:In collaboration with industry merchants, the company provides users with services for the valuation, authentication, and buyback of game accounts. Users can click "Sell Now - Quick Buyback" to initiate the process.

Compensation Guarantee:The "Compensation Guarantee" service offers post-transaction safety assurance for buyers and sellers. This service ensures compensation in cases of account recovery disputes.

According to the "User Service Agreement" provided by the company and relevant personnel, users must agree to the User Service Agreement when using the "PanZhi Resale" App. The application also includes a Privacy Policy, which explicitly informs users of the following key terms: The platform only provides a venue for transactions and necessary matchmaking services. It is neither obligated nor capable of verifying the authenticity of all user transactions or other related matters. Users are required to assume full legal responsibility for their actions on the platform. **Restriction for Minors:**Section 6 explicitly states that users under the age of 18 are prohibited from using the platform. If a user publishes or purchases game virtual goods on the platform, their real-name registration information will be integrated into the national anti-addiction real-name authentication system

for online games, as required by relevant laws. If the real-name information indicates the user is under 18 years old, the platform will not provide any transaction services. Real-Name Verification: Users agree that the platform may submit their real-name registration information to authorized state agencies, payment institutions, and other relevant organizations for verification purposes, in compliance with laws governing the lawful retention of user information. Risk Warning: Section 9 alerts platform users to the potential risks involved in virtual asset transactions, advising them to identify transaction risks beforehand. The platform acts only as an intermediary service provider for transactions between buyers and sellers and cannot eliminate the inherent risks of such transactions. Users must bear ultimate responsibility for their transaction behavior and outcomes.

Based on the above, the Firm's attorneys are of the opinion that, as per the MIIT ICP filing/license records screenshot provided by your company and verified through the MIIT e-Government Services Platform [<https://beian.miit.gov.cn/?wm=304900051624566621//&vt=4&pos=undefined#/Integrated/index>] and the China Copyright Protection Center [<https://register.ccopyright.com.cn/query.html>], the "PanZhi Resale" App has obtained a Computer Software Copyright Registration Certificate and completed ICP filing for the domain pzds.com. Therefore, the application can operate legally. Your company holds the copyright to the independently developed and operated "PanZhi Resale" App, and its scope of business does not violate any laws or administrative regulations.

Regarding the game account information posted on the PanZhi Resale App, all such information is voluntarily uploaded by user-players, who retain the right to manage their property and assets. These activities are considered personal actions of the users. The platform serves solely as an intermediary for account transactions, facilitating matchmaking services, and does not infringe on the intellectual property rights of game developers or the right

ts of any third parties.

When users engage in activities on the application, they are required to provide real-name authentication information. The User Agreement highlights this requirement in bold text to maximize the authenticity of transactions for all parties. Upon user consent, the "PanZhi Resale" App encrypts the personal information collected to ensure the highest level of privacy protection, in compliance with Articles 13 and 17 of the Personal Information Protection Law concerning the processing of personal data.

The platform also prohibits the use of its services by minors and implements a real-name authentication system, effectively safeguarding against excessive online gaming by minors. This approach aligns with the requirements of the Minors Protection Law and the Notice on Preventing Minors from Indulging in Online Games.

The "PanZhi Resale App" website domain Ministry of Industry and Information Technology (MIIT) registration information query results.

工业和信息化部政务服务平台
ICP/IP地址/域名信息备案管理系统

首页 ICP备案查询 短信核验 违法违规域名查询 电子化核验申请 通知公告 政策文件

四川盼之网络科技有限公司

序号 主办单位名称 主办单位性质 网站备案号 审核日期 操作

1	四川盼之网络科技有限公司	企业	蜀ICP备19011373号-1	2023-03-14	详情
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全国咨询电话
010-66411166

工业和信息化部政务服务平台
ICP/IP地址/域名信息备案管理系统

四川盼之网络科技有限公司

ICP备案主体信息

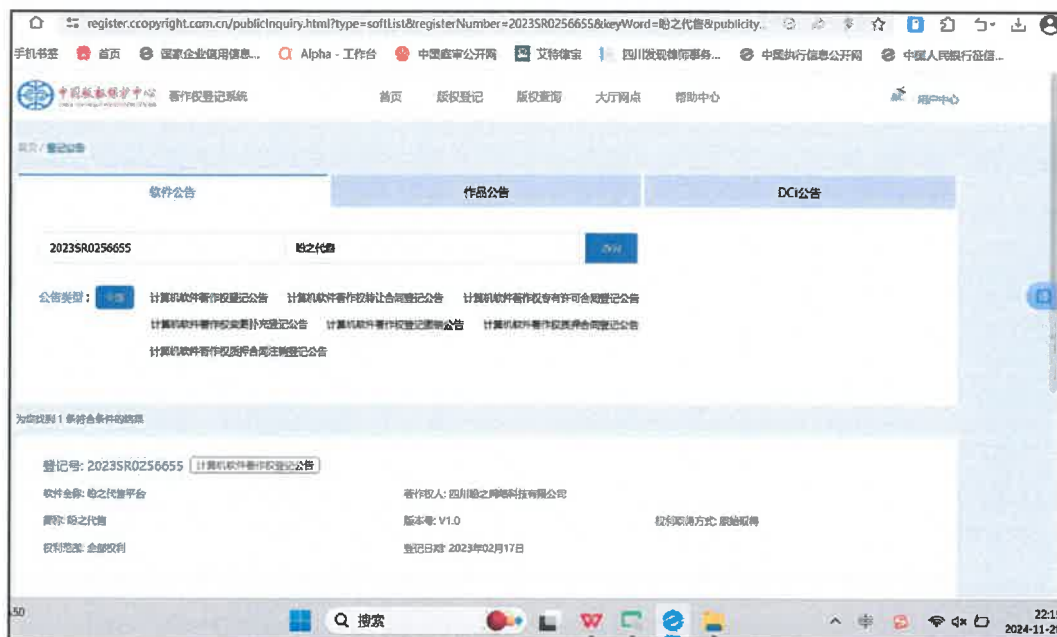
ICP备案/许可证号:	蜀ICP备19011373号	审核通过日期:	2023-03-14
主办单位名称:	四川盼之网络科技有限公司	主办单位性质:	企业

ICP备案服务信息

ICP备案/许可证号:	蜀ICP备19011373号-1	网站域名:	pzds.com
服务前置审批项:			

全国咨询电话
010-66411166

China Copyright Protection Center "PanZhi Resale" App copyright registration queryresults.



3. Operation of Similar Businesses in China

Based on the relevant materials provided by your company and verified by our firm's lawyers through official platforms such as the National Enterprise Credit Information Publicity System, there are numerous applications and websites with in China that engage in similar types of business as the "PanZhi Resale" App. Examples include trading platforms integrated into official game operators, such as the "Treasure Pavilion App" (NetEase Games) by Guangzhou NetEase Computer System Co., Ltd., the "ChangYi Pavilion Trading Website" by Beijing Changyou Times Digital Technology Co., Ltd., the "Treasure Hunt App" (Perfect World) by Beijing Treasure Hunt Network Technology Co., Ltd., and the "JuBaoZhai App" (Leiting Games) by Hainan Boyue Interactive Entertainment Co., Ltd.

Additionally, there are platforms specializing in the trade of virtual gaming goods, such as the "Youxi Resale App" by Changsha XiTaoTao Network Technology Partnership (Limited Partnership) and the "Transaction Cat App" by Guangzhou Transaction Cat Information Technology Co., Ltd. Furthermore, comprehensive e-commerce and second-hand goods trading platforms, like the "Taobao App" by Zheji

ang Taobao Network Co., Ltd. and the "Idle Fish App" by Zhejiang Alibaba Idle Fish Network Technology Co., Ltd., also support similar functionalities.

The above-mentioned websites and apps are all registered with the MIIT and have completed copyright registrations. They enable full-category game transactions, including mobile games, PC games, and Steam. Trading platforms are not required to obtain authorization from all game developers or operators to provide their services. These platforms merely serve as information exchange hubs, offering virtual goods trading services to various game users.

The sale of personal game account usage rights by users is considered a disposition of private property in China, which is not prohibited by law. Trading platforms must not interfere with users' exercise of their rights but are responsible for supervising and reporting illegal activities to the relevant administrative authorities. No entity in China may obstruct game users from exercising their legitimate rights.

Based on this, our firm's lawyers believe that game users, as civil subjects defined by the "Civil Code," have their personal rights, property rights, and other legal interests protected by law, and no organization or individual may infringe upon them. As the platform provider, your company has no right to interfere with users' disposition of virtual property rights, such as game accounts.

The "PanZhi Resale" App developed and operated by your company, as a platform for evaluating and trading game accounts, is, like many other game account trading platforms within China, a legally compliant operation. The "PanZhi Resale" App, which is available on the Apple App Store, provides a game account trading platform to more game player users, representing a normal market business activity. It does not violate laws, administrative regulations, or rules, and has not infringed upon the legitimate rights of any third party.

4. Recognition of Transactions Involving Game Accounts and Related Virtual Property Rights in China

Based on the judgment provided by your company and the relevant judicial precedents related to similar businesses found by our firm's lawyers, in numerous transaction platform dispute cases within China, the courts have not determined that the act of providing trading services is illegal, nor have they made any negative assessments. Some courts have ruled that any items (including intangible goods) that a citizen can exclusively manage, transfer, or dispose of, and which have value, can be considered the private property of the citizen, including virtual assets such as online game equipment and virtual currencies. In many judicial cases, the courts have affirmed that the "sales contract" signed between the third-party trading platform and the users is legally valid, and have pursued breach of contract responsibilities based on the terms of the contract, recognizing the legality of the game account trading platform's role as a third-party trading platform.

Our firm's lawyers have provided the following judicial practices for your company and any relevant institutions to reference:

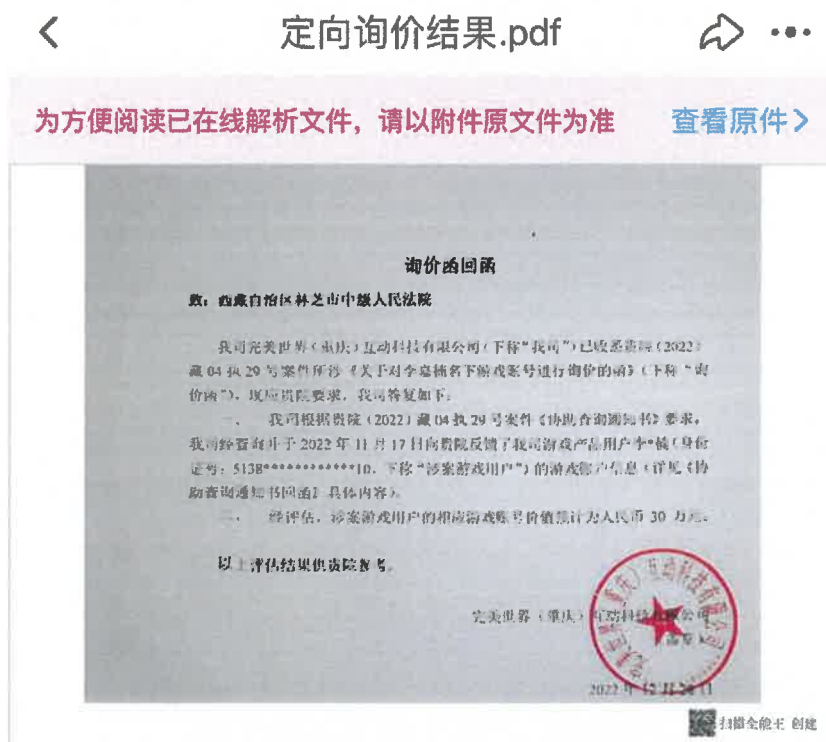
(1) Judicial Auction Cases Involving Game Accounts

In the case (2022) Zang 04 Zhi 29, the Nyingchi Intermediate People's Court of the Tibet Autonomous Region auctioned six game accounts registered by the judgment debtor as a game player in the game New Smiling Proud Wanderer (mobile game). The accounts were owned by Perfect World (Chongqing) Interactive Technology Co., Ltd. After inquiry, the value of the six accounts was determined to be 300,000 RMB. The public auction was conducted on the judicial auction platform "Alibaba Auction," certified within China. Despite multiple rounds of auction and the subsequent sale process, the virtual assets were not successfully monetized. As a result, the Nyingchi Intermediate People's Court made the (2022) Zang 04 Zhi 29-4 final ruling. This case confirms the legality of trading game accounts as virtual property.

Source: [Taobao](<https://m.tb.cn/h.T2FJNLQ?tk=DHXs3GvPCtO CZ0000>) "6 game

accounts registered in the game New Smiling Proud Wanderer (mobile game)" - Click the link to open directly or search on Taobao.

In this case, the Nyingchi Intermediate People's Court in Tibet also inquired about the value of the game accounts from the game operator, Perfect World (Chongqing) Interactive Technology Co., Ltd.



The auction information for the game account listed by the Nyingchi Intermediate People's Court of the Tibet Autonomous Region in an Alibaba auction.



财产		游戏《新笑傲江湖》中注册的6个游戏账号(手游)				
起拍价: 30万元		保证金: 3万元		加价幅度: 0.1万元		
序号	账号id	账号下角色数	角色id	角色名称	等级	最高战力
1	9_1*****5	4	2177*****	川**	359	37709695
			365438*****	司****	48	46204
			149281*****	刀****	17	10650
			161016*****	神****	3	2423
2	9_1*****8	3	46850*****	戴****	136	1164157
			75223*****	追****	27	18048
			66289*****	掘**	1	1933
			19311*****	鸡**	313	21337208
			153747*****	步*	207	2162742
			30*****	邓***	190	554442
			216400*****	九****	148	174583
3	9_1*****8	16	216400*****	九****	148	174583
			307074*****	夸****	108	183388
			181052*****	幼*	88	38772
			870684*****	辛**	72	29068
			191042*****	倪**	21	12008
			151925*****	断****	14	9144
			173727*****	飞****	5	3534
			10884*****	霸****	4	5313
			312036*****	横****	4	3497
			199084*****	幼**	3	2384
			206049*****	班**	1	1933
			199073*****	朱****	1	1933
			247088*****	鹭****	1	1926
			63*****	万****	283	21486626
			5091*****	√/****	174	3614449
4	9_1*****3	5	312036*****	横****	4	3497
			199084*****	幼**	3	2384
			206049*****	班**	1	1933
			199073*****	朱****	1	1933
			247088*****	鹭****	1	1926
			63*****	万****	283	21486626
			5091*****	√/****	174	3614449
			137053*****	魔**	71	92831
			59809*****	欢**	65	62687
			1750*****	咕**	7	4226
5	9_1*****4	1	29570*****	强**	113	614870
6	9_1*****2	1	9624*****	寒*	135	3812355
特别说明:		1.具体标的物状况描述详见询价报告。 2.具体标的物状况以实际为准。未标明的瑕疵不在本院承担范围, 请各竞买人自行了解。 3.《新笑傲江湖》中注册的6个游戏账号所属公司为: 完美世界(重庆)互动科技有限公司。				

(2) Cases Recognizing the Validity of Game Account Transaction Contracts in Court Judgments

In the case (2022) Lu 1728 Min Chu 4512 involving a network transaction contract dispute, the Dongming County People's Court of Shandong Province ruled that the "Game Account Transaction Agreement" signed between the plaintiff and the defendant represented a true and mutual expression of their intent, reached on the basis of equality and voluntariness. The agreement did not violate any mandatory provisions of laws or administrative regulations, and was deemed legal and valid.

In the case (2024) Yu 0522 Min Chu 1112, a sales contract dispute, the Anyang People's Court of Henan Province determined that both parties recognized the fact of the transaction involving a game account conducted through online trading, and the sales contract was valid.

Li filed a lawsuit against Zhou regarding a network transaction contract dispute. For further details, refer to the case information on the website: <https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXSK4/index.html?docId=6FkEWTGhxSggYLQDvLFc0BwINB69QNL7ql72XkX+Va9hOSCpX+Qxm503qNaLMqsJBPa v8iz1WMiF9VSfEg0jK2ADmUfbQ+ZYGxGws5u6O/1Q/Znu1oVGNSqsosGuZT3f>



而该账号在2022年8月31日晚12时51分出现账号密码错误无法登录问题。涉案QQ游戏账号绑定的手机号已经是被告所用手机号，因此可以确定该涉案账号已经被被告找回，导致原告的经济损失无法弥补。为维护原告的合法权益，特起诉被告，请公正的人民法院查清事实，支持原告的诉讼请求。

被告周宏发未作答辩。

本院认为认定事实如下：2022年7月2日，原告李振超作为买方（乙方），与作为卖方（甲方）的被告周宏发通过网络签署一份《游戏账号交易买卖合同协议书》，约定原告以2000元的价格购买被告的qq游戏账号（33*****）；甲方保证转让账号不被找回，否则，按甲方违约责任处理，后期账号若出现（人脸识别、账号冻结）等，需甲方进行协助，若甲方不予协助或故意拖延不予协助等情况视为违约；违约责任为：1、若需使用甲方相关资料将此账号找回，拒不配合密码找回或无法找回等，非甲方操作也将视为甲方违约，乙方将保留法律手段追究权利；或庭外解决，甲方需要按照本协议账号购买费用的3倍，进行违约赔偿，再加上乙方对该账号的全部充值金额。2、违约方因其违约行为而应赔偿的守约方的损失包括守约方因违约方的违约行为而遭受的直接的经济损失及任何可预期的间接损失及额外的费用（包括但不限于诉讼费、律师费、差旅费等）……。当日，原告通过支付宝转账支付被告2000元。2022年8月31日，涉案游戏账号出现账号密码错误无法登录问题，原告无法使用该账号，原告找被告协助处理该账号问题未果。另外，本院按照原告约定的送达地址于2022年12月2日向被告电子送达了起诉状副本等相关法律文书。

本院认为，被告周宏发到庭参加诉讼，系其对其权利的自愿放弃，在被告周宏发主动放弃抗辩权的情况下，原告李振超提供的账号转让协议、微信聊天记录等证据，结合原告的陈述意见，足以证实原告支付被告2000元，购买了被告的涉案游戏账号，后原告无法登录使用而被告未予以协助处理找回该游戏账号的相关事实。原告李振超向被告周宏发购买游戏账号后依约付款2000元，是买卖双方平等、自愿的基础上，所达成的真实、一致的意思表示，且不违反法律、行政法规的效力性强制性规定，本院应当认定双方的买卖合同有效，合同双方均应遵照执行，根据原告双方的合同约定，被告已构成根本违约，致使原告合同目的无法实现，对原告主张解除双方签订的《游戏账号交易买卖合同协议书》及被告退还原告2000元的诉讼请求，本院予以支持。

被告退还原告2000元的诉讼请求，本院予以支持。

综上，依照《中华人民共和国民法典》第四百六十五条、第五百零二条、第五百零九条、第五百六十三条、第五百六十五条第二款、第五百六十六条、第五百七十七条、第五百八十五条、第五百九十五条、《中华人民共和国民事诉讼法》第十三条、第六十七条、第一百二十七条、第一百四十条、《最高人民法院关于适用〈中华人民共和国民事诉讼法〉的解释》第九十条之规定，判决如下：

一、原告李振超与被告周宏发于2022年7月2日签订的《游戏账号交易买卖合同协议书》于2022年12月2日解除。

二、被告周宏发于本判决生效后十日内一次性支付原告李振超购买涉案游戏账号的费用2000元。

如果未按本判决指定的期间履行给付金钱义务，应当依照《中华人民共和国民事诉讼法》第二百六十条之规定，加倍支付迟延履行期间的债务利息。

案件受理费25元，由被告周宏发负担。

如不服本判决，可在判决书送达之日起十五日内向本院递交上诉状，并按对方当事人的人数提出副本，上诉于山东省菏泽市中级人民法院。

审判员 王卫军

二〇二二年十二月二十七日

书记员 李 孟

公告

一、本判决书由本法院的审判文书送达室送达当事人和诉讼参与人，并依法通过中国裁判文书网公开。如有当事人对送达地址提出异议，可向本法院文书送达室提出。

二、本判决书由本法院的审判文书送达室送达当事人和诉讼参与人，并依法通过中国裁判文书网公开。如有当事人对送达地址提出异议，可向本法院文书送达室提出。

三、本判决书由本法院的审判文书送达室送达当事人和诉讼参与人，并依法通过中国裁判文书网公开。如有当事人对送达地址提出异议，可向本法院文书送达室提出。

四、本判决书由本法院的审判文书送达室送达当事人和诉讼参与人，并依法通过中国裁判文书网公开。如有当事人对送达地址提出异议，可向本法院文书送达室提出。

五、本判决书由本法院的审判文书送达室送达当事人和诉讼参与人，并依法通过中国裁判文书网公开。如有当事人对送达地址提出异议，可向本法院文书送达室提出。

Zhao Moufan v. Feng Moumale sales contract dispute website information: <https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXS4/index.html?docId=aaiiSJMjplABogYSrY1IFGgZ/lrv2cp+cxTmLOk+KH0q9b1Y7KtQYyp03qNaLMqsJBPav8iz1WMiF9VSfEg0jK2ADmUfbQ+ZYGxGws5u60/IQ/Znu1oVGNXUam7U1katq>

2024年11月29日 星期三

裁判文书网 18280566373 退出 意见反馈 返回顶部

中国裁判文书网
China Judgements Online

赵某凡与冯某男买卖合同纠纷一案一审民事判决书

案 号 (2024)豫0522民初1112号 (2024)豫0522民初1112号

发布日期 2024-09-27 浏览次数 15

河南省安阳县人民法院
民 事 判 决 书

(2024)豫0522民初1112号

原告：赵某凡，男，1995年9月22日出生，汉族，住安徽省淮北市烈山区。

被告：冯某男，男，2005年5月19日出生，汉族，住河南省安阳县。

原告赵某凡与被告冯某男合同纠纷一案，本院于2024年2月28日立案后，依法适用小额诉讼程序，公开开庭进行了审理。原告赵某凡、被告冯某男到庭参加诉讼，本案现已审理终结。

赵某凡向本院提出诉讼请求：1、请求法院判令被告支付货款500元；2、请求法院判令被告承担维权期间相关费用3,033元；3、请求法院判令被告承担诉讼费。事实和理由：原告因经营游戏账号交易向被告收上奇策账号通过微信达成协议。2023年8月11日达成账号3282*****交易。8月14日完成账号2772*****交易。8月15日原告发现账号2772*****无法登录，账号绑定手机号正是被告手机150*****1971，向被告

庭问情况，原告现已撤回诉讼请求，原告认为，被告已同意调解，同意了调解，并收受原告钱款履行交易，按照协议交易账号就归原告所有，如需继续使用账号应当按照协议与原告协商买回账号，而被告未跟原告做出任何协商，擅自找回账号，因当按照协议预售价500元买回账号，对于原告追问，被告没做出任何回应也没履约支付货款，此次诉讼因被告违约行为产生按照协议第五条，被告因承担维权期间相关费用，其中纸张打印33元，交通费3,000元。

冯某男辩称，被告卖给原告2个账号并都进行了解绑一个账号是通过平台，另一个账号是微信被告并没有找回账号，被告是在2023年8月11日在交易猫游戏账号交易平台出售了游戏账号为3282*****的游戏账号，原告在当天以130元的价格在交易平台拍下了该账号，被告是在当天的11点01分24秒在交易猫平台上的发的货发货的意思就是被告把账号解绑并交付给原告，在平台上出售第一个账号时由于平台漏洞没办法显示聊天记录，原告诱导如原告的微信并被告同意签署了原告拟定的协议，原告说如果不同意该协议就不给被告转账，被告就同意了并签订了该协议，原告就把钱打给被告了，第二个账号2772*****被告是在8月15日上架到交易平台，挂的价格是288元，但是原告以120的价格拍下但是被告没有同意，因为之前双方有微信，最终在微信上以120元的价格在8月17日卖给原告，原告8月17日支付给被告120元的账号款，并不是8月14日，原告给被告钱后当天被告就把账号解绑交付给了原告，在8月15日卖完两个账号后被告就把被告微信删除了但是并没有拉黑，原告可以联系到被告，但是原告并没有联系被告，到2023年12月原告在被告不知情的情况下直接找到被告户籍地恐吓被告让处理事情，如果不处理就把这件事捅家挨户告知，被告从没有用过1873065****的手机号，7、8年了一直都使用159****1971的手机号，被告已经将2个账号交付给原告并没有找回，所以被告不应该支付原告账号款和相关维权费用。

经审理查明：被告系王者荣耀游戏玩家，原告从事游戏账号相关业务，2023年8月11日，被告在交易猫游戏账号交易平台发布一则转让王者荣耀游戏账号（账号为3282*****）的信息，当天，原告以130元的价格在交易平台拍下了该账号，被告也是当天将该账号解绑并交付给原告，2023年8月14日，被告通过微信向原告收取王者荣耀游戏账号（账号为2772*****），2023年8月17日，被告同意原告出具的协议后，双方达成交易意愿，原告通过其他同事将交易金额120元支付给了被告，后被告将该账号解绑并交付给原告，后被告将账号密码及绑定手机号修改，导致原告无法使用或转让案涉游戏账号，2023年12月，原告为维权前往被告户籍地要求被告履约产生了相关费用，原告向被告索要游戏账号未果后，诉至本院。

另查明，原告交易的主王者荣耀游戏账号系其开办的腾讯游戏服务：腾讯游戏账号及服务协议第4.1条，腾讯游戏服务：“……腾讯给予您一项个人的、不可转让及非排他性的许可，以使用腾讯游戏服务，您仅可为非商业目的使用腾讯游戏服务……”。

本院认为，原告、被告通过网络交易游戏账号，双方均认可交易的事实，买卖合同有效，原告、被告作为王者荣耀游戏使用者，在腾讯游戏首页发行方以黑加粗的形式明确告知用户“……腾讯给予您一项个人的、不可转让及非排他性的许可，以使用腾讯游戏服务，您仅可为非商业目的使用腾讯游戏服务……”，原告、被告仍然进行游戏账号的转让，对后续产生的后果，双方均有责任，现原告要求被告支付账号款500元及维权期间相关费用3,033元，本院按照双方过错认定被告支付原告账号款及维权期间相关费用共计800元，原告要求的过高部分，本院不予支持。

依照《中华人民共和国民法典》第四百六十五条、第五百七十九条，《中华人民共和国民事诉讼法》第一百六十七条、第一百六十五条之规定，判决如下：

- 一、冯某男于本判决生效之日起十日内支付赵某凡账号款及维权期间相关费用共计800元；
 - 二、驳回赵某凡的其他诉讼请求。
- 如果未按本判决指定的期间履行给付金钱义务，应当依照《中华人民共和国民事诉讼法》第二百六十四条及相关司法解释之规定，加倍支付迟延履行期间的债务利息。
- 案件受理费25元，由冯某男负担。
- 本判决为终审判决。

审判员 姚晓丽
二〇二四年三月十八日
书记员 郑阿霞

公告

- 一、本院判决书公布的前判决书由相关法院录入和审核，并依法通过审判公开网予以公开，若有当事人对相关信息内容有异议的，可向原审法院申请更正或补充。
- 二、本院判决书公布的信息仅供当事人参考，内容以正式文书为准，非法使用判决书信息给他人造成损害的，由非法使用人承担法律责任。
- 三、本院判决书公布的信息仅供当事人参考，内容以正式文书为准，非法使用判决书信息给他人造成损害的，由非法使用人承担法律责任。
- 四、本院判决书公布的信息仅供当事人参考，内容以正式文书为准，非法使用判决书信息给他人造成损害的，由非法使用人承担法律责任。
- 五、根据有关法律的规定，裁判文书应当依法公开，裁判文书应当依法公开，裁判文书应当依法公开。

Based on this, the lawyers at our firm believe that game accounts and their related virtual property rights are considered virtual assets. Game players invest a certain amount of online time and mental effort, which gives them value. Game equipment, characters, and items are obtained through the purchase of game cards with real money and can be sold between players, facilitating the exchange of virtual assets for cash. Therefore, virtual property is fundamentally no different from traditional property. Players have the legal right to possess, use, benefit from, or dispose of virtual assets in the game, and the law provides equal protection for such rights. There are no laws in China prohibiting or deeming the transaction of game accounts and related virtual property rights illegal. The judicial cases above validate the legality of trading game accounts and their related virtual property as virtual assets.

(3) Judicial Precedents Establishing That Third-Party Platform Trading Services Do Not Constitute Unfair Competition

Based on the materials provided by your company and our law firm's study of relevant judicial cases, there is a large market in China consisting of third-party platform services that facilitate the transaction of game accounts and related virtual property rights for various types of gamers. Game account trading and third-party platforms are an integral part of the gaming market, with the industry ecosystem existing for over 20 years.

In the civil second-instance judgment of the unfair competition dispute between Company A and Company B, the Guangzhou Intellectual Property Court issued the civil judgment (2023) Yue 73 Min Zhong 1221 on March 27, 2024. The court ruled that Company B, as a provider of third-party platform trading services for games, did not infringe upon the commercial interests of game operator Company A and did not violate the provisions of the Anti-Unfair Competition Law.

First-instance judgment in the unfair competition dispute between Company

A and Company B: <https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXS K4/index.html?docId=Xa7eLfpmr6671cgTEedZN1WojPCD8v0zlEP5+Z6GTCuFwL4sfmN vM503qNaLMqsJPav8iz1WMiF9VSfEg0jK2ADmUfbQ+ZYGxGws5u60/I4C2VtyXF7MrQ t2AKYrMdV>



委托诉讼代理人：曾华华，北京盈科（武汉）律师事务所律师。

原告某某网络有限公司诉被告武汉某某科技有限公司不正当竞争纠纷一案，本院于立案受理后，依法适用简易程序，由审判员独任公开公开开庭进行了审理。在审理过程中被告申请庭外和解，本院予以准许并扣除庭外和解期间的审理期限，原被告双方庭外和解未果后，本院依法恢复审理本案。原告委托诉讼代理人刘某鹏、周某玲，被告委托诉讼代理人曾华华到庭参加诉讼，本案现已审理终结。

原告某某网络有限公司提出如下诉讼请求：1. 判令被告停止不正当竞争行为，即停止在易手游APP及易手游账号交易平台（***.com / ）出售原告《某某武4》游戏账号的行为；2. 判令被告赔偿原告经济损失及维权合理费用共人民币500000元；3. 判令被告承担本案全部诉讼费用。

事实与理由：一、关于原告及原告享有的民事权利。原告某某网络有限公司系广州某某网络股份有限公司旗下的全资子公司。广州某某网络股份有限公司是中国领先的互联网企业，成立于2008年，经过十余年的发展，广州某某网络股份有限公司已经成为我国优秀的集自主研发、自主运营于一身的互联网企业，原告系《某某武4》游戏软件的著作权人，作为《某某武4》游戏的运营商，用户通过创建个人账号使用原告提供的在线游戏服务，原告通过向用户提供付费游戏服务获得经营利益；同时《多益游戏许可及服务协议》明确游戏软件及账号仅可为非商业目的使用，不得通过任何方式提供给他人使用，用户注册账号既是原告游戏运营及盈利的关键环节，也是原告重要的流量入口，因此，从游戏的经营模式来看，与游戏及游戏账号相关的商业利益是原告依法享有的正当的、长期稳定的竞争利益。二、《神武》系列游戏具有较高的知名度，且积累了海量的用户，具有较高的市场价值，为宣传推广《神武》系列游戏，原告亦投入了大量广告费用，积累了大量忠实玩家，具有较高的市场价值。三、被告提供《某某武4》游戏账号直接变现交易服务的行为，严重损害了游戏的生态，破坏了原告的游戏监管体系、影响了原告游戏产品的竞争力，已构成不正当竞争。被告在其运营的“易手游交易平台”网站及易手游APP上，组织、诱导、帮助他人出售原告的《某某武4》手游及端游账号，并从中收取出卖人的手续费、意向受让人的客服咨询费用、账号交易的保险费用来获利，原告《某某武4》**通过战盟APP进行游戏登录，在登录过程中需遵守《多益战盟账号服务条款》和《多益游戏许可及服务协议》等相关协议的约束，原告的《多益战盟账号服务条款》第2.1.3条和《多益游戏许可及服务协议》第3.1.3条均明确**不得以任何形式将账号与第三人共享或向第三人转让或请他人代练，同为网络游戏服务商的腾讯、米哈游等也均在相关的用户协议中禁止账号交易行为，且被告易手游APP中的《易手游服务协议》第2.1条也明确用户不得以任何形式擅自转让或授权他人使用自己在**名，故可说明上述禁止账号交易的条款在网络游戏行业内已是一个通用的规则，是网络游戏行业在提供游戏服务时通用的市场秩序管理规范。而被告作为提供网络游戏账号交易平台的服务商，明知网络游戏行业禁止交易游戏账号，仍组织、

诱导、帮助他人出售原告的游戏账号并从中牟利，恶意破坏和干扰了原告的正常商业模式和经营秩序，同时也扰乱了整个游戏行业的市场秩序。被告的行为有违诚实信用原则和公认的商业道德，违反了《反不正当竞争法》第二条的规定。原告《某某武4》游戏为策略类的角色养成游戏，其中包括了角色系统、武器系统、技能系统、坐骑系统、宠物系统，均需玩家花费大量时间及金钱进行游戏养成。被告出售《某某武4》游戏账号的行为，间接使原告《某某武4》游戏新用户减少，且购买被告出售的《某某武4》游戏账号的玩家无需再花费大量的时间及金钱进行游戏养成，从而间接使原告的《某某武4》充值概率下降，《某某武4》游戏收入减少，损害了原告合法的商业利益。被告利用技术手段为原告提供账号交易平台，妨碍、破坏原告合法提供网络产品，损害原告的商业利益，违反了《反不正当竞争法》第十二条第四款的规定。四、被告应当承担的法律责任。如上所述，被告的行为违反了《反不正当竞争法》的相关规定，实施了侵权行为，给原告造成了损害，应承担停止侵害和损害赔偿的责任。原告在本案中主张的赔偿金额于法有据，请求法院综合考量以下因素：被告的侵权恶意十分明显、原告因被告的侵权行为所遭受的损失巨大、被告侵权时间长且《易手游》APP下载量极高，每日账号交易成交额巨大，从中获得了巨大的非法利益。综上，鉴于被告侵权行为的严重性及迫切性，原告为维护自身合法权益，依据《中华人民共和国民事诉讼法》《反不正当竞争法》的相关规定，特向贵院提起诉讼，请求依法查明事实，依法裁判，维护原告的合法权益！

被告武汉某某科技有限公司答辩如下：一、原告既主张适用《反不正当竞争法》第十二条第四款，同时又主张适用《反不正当竞争法》第二条原则性条款，依据法律的规定，在原告已经明确主张适用《反不正当竞争法》具体条款时，法院应当审理该具体条款是否成立，而不应当对第二条原则性条款进行审查并适用，原告主张同时适用于法无据。二、被告并未违反《反不正当竞争法》第十二条的规定，即不存在强制目标跳转，也不存在误导、欺骗、强迫用户的行为，更未实施损害不兼容的行为或者其他不正当竞争行为。三、被告并未违反法律规定，也未违反公认的商业道德。（1）法律层面并未禁止游戏账号交易。相反，法律保障**对游戏账号享有的财产权。（2）公认的商业道德并非原告单方陈述主张，而应由游戏运营商、**、第三方游戏交易平台及其他游戏服务提供商共同认可的商业道德。（3）中国音像与数字出版协会游戏出版工作委员会在2021年9月发布的《网络游戏行业防沉迷自律公约》明确了游戏电商平台也属于游戏行业的参与者，仅限定不得向未成年人提供游戏账号租赁交易服务。（4）公认的商业道德并未禁止游戏账号交易，也不禁止第三方平台为游戏账号交易提供中介撮合服务。（5）被告提供游戏账号交易服务，遵守实名制认证的规定，未向未成年人提供游戏账号交易服务，未泄露公民个人隐私信息，并不违反法律规定及行业管理规范。四、游戏账号交易是保护**虚拟财产权的自然延伸和应有之义，不能交易的虚拟财产将严重损害**的财产权，与《中华人民共和国宪法》、《中华人民共和国民法典》（以下简称《民法典》）保护公民私有财产的基本原则严重背离。五、游戏账号交易是伴随游戏的产生、发展而产生、发展，至今已有20多年历史，游戏账号交易及第三方平台已是游戏市场（行业）不可分割的一部分，并非不正当竞争所规制的对象。六、原告所称的

游戏虚拟数据（游戏账号）由原告享有的主张，仅是其单方主张，并未经过**认可，没有法律依据，违背民法的公平、诚信等基本原则与具体规定，《民法典》第一百二十七条已明确规定保护公民的虚拟财产，生效的裁判文书及最高人民法院司法裁判指导都已充分表明**对自有的游戏账号拥有无可争议的财产权及处置权，第三方平台内的游戏账号交易是完全合法和受法律保护的。七、《反不正当竞争法》所规制的是恶意竞争，必须具有严重的正当性和违法性，而被告所从事的市场行为并不属于不正当竞争，没有任何事实表明第三方游戏平台会导致游戏运营商的利益受损，也没有任何事实表明被告的行为构成恶意竞争或者损害原告利益。八、从全社会的福利来看，游戏账号的交易有利于**财产权实现，而且使得游戏账号的价值得以充分体现。如剥夺**对游戏账号的财产权及交易权，将导致社会财产的损毁，破坏了商品的本质和市场交易秩序。九、法律规定游戏运营商不能同时从事游戏运营及游戏虚拟货币的交易服务，因此，第三方平台游戏交易平台具有客观存在及发展的法律基础。十、相比，原告动辄20%以上的交易手续费，第三方平台的交易费用普遍只有3%-5%，第三方平台为**为买卖双方提供交易平台和协助交易服务，客观上是市场经济发展、选择的结果，而且，相比**私下游戏交易而言，更有法律保障及安全保障，会降低整体的交易成本及交易风险。十一、原告所主张的某某武4游戏账号交易，客观上并非被告一家公司在提供第三方平台交易服务，而是业内包括广州交易猫、淘手游、嘟嘟网络D373、5173平台等多家企业均在提供该交易中服务，并非对原告构成不正当竞争，也并未导致原告的损失。十二、原告诉请的逻辑基础在于当然地排除包括被告在内的任何第三方游戏交易平台的市场经济行为，如原告诉请被支持，将导致任何一款游戏的运营商都将可能仿效原告起诉第三方游戏交易平台，会给整个第三方游戏交易平台造成毁灭性的打击，最终将损害**的合法权益，破坏公平、有序的市场经济秩序和既有的商业格局，因此，被告恳请法院在审理时充分地考虑到现有市场经济秩序与消费者利益，恳请法院予以慎重考量，并驳回原告的诉请。原告所主张的不正当竞争事实上会导致原告对《某某武4》游戏账号交易的垄断，作为**将完全丧失交易平台的选择权及交易费用的选择权，违反《中华人民共和国反垄断法》的相关规定。综上，原告的全部诉请均无事实与法律依据，请求法院依法驳回原告的全部诉讼请求。

当事人围绕诉讼主张依法提交了证据，本院组织双方进行了证据交换和质证。根据原、被告陈述和经审查确认的证据，本院认定事实如下：

一、当事人主体情况

原告成立于2015年1月30日，注册资本5千万元，经营范围：软件和信息技术服务业。被告成立于2016年7月7日，注册资本1千万元，经营范围：计算机软硬件研发及技术咨询。

二、原告主张权利的基础

原告系“某某武4网络游戏软件”[简称：某某武4] V1.0.1”与“某某武4手机游戏软件”[简称：某某武4] V1.0.1”的著作权人，登记号分别是2019S***、2019S***，前述计算机软件作品开发完成日期均为2018年12月26日，登记日期均为2019年2月27日。原告提交的网页截图显示《某某武4》手游于2019年12月27日正式全平台公测，电脑版于2020年1月3日开启公测。

广州某某信息技术有限公司系“战盟网络版应用软件”[简称：战盟] V0.7.240”与“战盟手机版应用软件”[简称：战盟] V1.2.50”的著作权人，登记号分别是2018S R***、2018S R***，前述计算机软件作品开发完成日期分别为2018年6月14日、2018年6月10日，登记日期均为2018年7月13日。2020年1月10日，广州某某信息技术有限公司（许可人）与原告（被许可人）签订《著作权许可授权确认书》，载明该公司将“战盟”前述两款应用软件非独占地免费许可给原告在全球范围内使用，原告有权以自身名义对侵犯上述著作权的行为在中国范围内采取维权行动，许可有效期为10年。

原告提交了“某某武”系列游戏百度贴吧截图、获奖情况证书、推广合同等证据，拟证明其为“某某武”系列游戏投入巨大的广告费用，该系列游戏曾获得多项大奖，具有较高的知名度和影响力。被告认为，原告并未对《某某武4》游戏的知名度进行单独举证，上述证据与本案不具有关联性。

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原告系“某某武4网络游戏软件[简称：某某武4] V1.0.1”与“某某武4手机网游软件[简称：某某武4] V1.0.1”的著作权人，登记号分别是2019 S***、2019 S***，前述计算机软件作品开发完成日期均为2018年12月26日；登记日期均为2019年2月27日。原告提交的网页截图显示《某某武4》手游于2019年12月27日正式全平台公测，电脑版于2020年1月3日开服公测。

广州某某信息技术有限公司系“战盟网络版应用软件[简称：战盟] V0.7.240”与“战盟手机版应用软件[简称：战盟] V1.2.50”的著作权人，登记号分别是2018 S R***、2018 S R***，前述计算机软件作品开发完成日期分别为2018年6月14日、2018年6月10日，登记日期均为2018年7月13日。2020年1月10日，广州某某信息技术有限公司（许可人）与原告（被许可人）签订《著作权许可授权确认书》，载明该公司将“战盟”前述两款应用软件非独占地免费许可给原告在全球范围内使用，原告有权以自身名义对侵犯上述著作权的行为在中国范围内采取维权行动，许可有效期为10年。

原告提交了“某某武”系列游戏百度贴吧截图、获奖情况公证书、推广合同节选等证据，拟证明其为“某某武”系列游戏投入巨大的广告费用，该系列游戏曾获得多项大奖，具有极高的知名度和影响力。被告认为，原告并未对《某某武4》游戏的知名度进行单独举证，上述证据与本案不具有关联性。

三、被告的不正当竞争行为

2022年3月2日，广州市南粤公证处出具（2022）**第**号公证书，记载原告对被告“某某游”APP进行取证的情况，载明：2022年2月28日，原告的委托代理人刘某鹏登录“某某游”APP后，在“某某武4手游”相应页面，购买了“12段09龙背9个6比武号”销售链接商品，商品售价2100元，刘某鹏选择了永久保险210元、高优先级20元，最后实际付款2330元（扫描付款界面显示“付款给某某科技”）。公证书附件还显示在“某某游”应用界面的“热门游戏”项下，有“王者荣耀”“原神”“某某武4手游”“某某武4端游”等游戏，点击“某某武4手游”页面下，显示昨日成交20单；返回点击“某某武4端游”页面下，显示昨日成交98单。在百度网中所搜“某某游神武藏宝阁”，进入“某某游交易平台-神武藏宝阁”链接后出现“公告：一、任何游戏都没有绝对安全的账号，买卖双方均可购买平台担保，二、某某游所有担保均为永久生效，直到账号再次被售出为止，三、根据账号的安全等级对应不同的保险比例。……某某游游戏（如某某武4手游、某某武4端游、梦想世界3等）（1）A级安全号：账号费用的10%；（2）B级风险号：账号费用的20%；（3）C级风险号：账号费用的30%；……注：平台所有账号保险业务均只赔付账号款项，保险费不在赔付范围内”等内容。

2022年2月28日，联合信任时间戳服务中心出具的TS A-04-20220228382190974号可信时间戳认证证书载明：《某某武4》（手游+端游）游戏账号在“某某游”平台上的日成交量高达上百个；APP内关于“手续费如何计算”记载如下“您好，账号金额500以下时，平台手续费为账号价值的10%，账号金额500以上时，平台手续费为账号价值的5%，最低50元。（手续费会在付款时直接扣除后入账卖家余额）……”。

原告提交的“七麦数据”平台上“某某游”APP相关截图记载，该APP开发者为被告，最早发布时间为2021年5月17日，最近更新时间为2022年4月16日，APP累计总下载量为1987943次、最近30天日均下载量为25804次。

原告为证明禁止游戏账号交易的条款在互联网行业内已经是一个通用规则，提交了以下证据：《易手游服务协议》《多益游戏许可及服务协议》《腾讯游戏许可及服务协议》《米哈游原神游戏使用许可及服务协议》。上述《易手游服务协议》载明：易手游网上交易平台：指通过易手游APP等进入的易手游网上交易平台。本平台为虚拟商品交易的买卖双方提供一站式虚拟商品及服务的交易撮合及信息技术服务……卖家在易手游发布及出售游戏账号等商品的，应当主动向买家如实、完整、准确地描述该商品的核心属性……；上述《多益游戏许可及服务协议》载明：（二）禁止商业使用政策。……5. 您对登录后的账号产生的行为依法享有权利和承担责任。您的账号不得出借、出租或者以任何形式许可给他人共享使用；未经多益网络许可，您不得出售、转让账号。如您违反本项前述约定的，多益网络有权终止本协议并封停您的账号，因此所造成、引发的您与第三人的纠纷，均由您自行解决并承担因此而造成的任何责任和后果，多益网络无义务进行协调解决……10. 您充分理解并同意，为高效利用服务器资源，如果您连续365日未登录某一账号或游戏角色，多益网络有权对该账号或游戏角色的数据及相关信息采取冻结、回收、二次分发、或删除等处置措施，且多益网络将不予任何赔偿或补偿……；上述《腾讯游戏许可及服务协议》及《米哈游原神游戏使用许可及服务协议》亦载明禁止账号出租、出售等类似条款。

原告主张禁止账号交易是互联网行业内的通用规则，被告在其运营“某某游”APP中交易原告的“某某武4”游戏账号，并从中牟利，存在《反不正当竞争法》第二条及第十二条规定的不正当竞争行为，构成对原告的不正当竞争。庭审中，原告明确本案经济损失由法院依法酌定，合理费用包括公证费2400元；被告确认经营的“某某游”平台中的确有用户进行游戏账号交易，目前平台交易处于暂停状态。

四、被告抗辩的事实

被告为证明法律没有禁止第三方游戏平台为玩家提供游戏账号交易服务，提交了以下证据：1.《国家新闻出版署关于进一步严格管理切实防止未成年人沉迷网络游戏的通知》。该通知载明：……严格落实网络游戏服务的时间……严格落实网络**账号实名注册和登录要求……。2.《国家新闻出版署关于防止未成年人沉迷网络游戏的通知》。该通知载明：……实行网络**账号实名注册制度……严格控制未成年人使用网络游戏时段、时长……。3.国家新闻出版署防止未成年人沉迷网络游戏举报平台截图。该截图记载了前述举报平台的举报流程。4.《上海市未成年人保护条例（2022修订）》。上述条例载明了不得以任何形式向未成年人提供网络游戏账号租赁交易服务。

被告为证明其遵守了法律及行业规范要求，不存在不正当竞争，提交了以下证据：1.（2022）**证字第**号公证书。上述公证书载明：点击进入交易猫、淘手游、嘟嘟网络D373.com、5173.com等网站，搜索“某某武4”，均有该游戏的游戏账号交易服务，并展示“关于防止未成年人沉迷网络游戏的声明”“关于禁止未成年人交易的声明”“平台禁止未成年人使用本平台服务”等相关信息。2.（2022）**证字第**号公证书。上述公证书载明：某某游APP内发布了“禁止未成年人交易”公告，内容如“……为防止未成年人沉迷网络游戏，易手游已采取严格措施禁止任何未成年人利用易手游交易系统买卖和租赁游戏账号，包括建立和完善用户实名认证系统、积极响应和配合政府的要求，接入了国家新闻出版署网络游戏防沉迷实名认证系统，并禁止所有认证为未成年人的用户参与易手游平台上的任何交易……”；“行业倡议书”内容为“……二、落实实名认证，规范交易行为，游戏资产第三方交易平台需主动接入国家新闻出版署网络游戏防沉迷实名认证系统，落实交易用户的实名认证，并采取有效措施确保不得以任何形式向未成年人提供账号交易服务，积极运用人脸识别等手段辅助实名认证，甄别并防止未成年人用户进行游戏交易行为……”。在进行交易时，平台会弹出实名认证的界面，并提醒需要先进行实名认证才可以进行交易，实名认证有身份证认证及人脸认证的两个步骤。

以上事实，有当事人提交的证据以及庭审笔录在案佐证。

- 5. 1999
- 6. 2000
- 7. 2001
- 8. 2002

1 ☐ none
2 ☐ little
3 ☐ medium
4 ☐ much

1. **added**
2. **above**
3. **where**
4. **and**

100

A second instance v. a b division unfair competition dispute case second instance judgment: <https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXS4/index.html?docId=SrX4v8pf2ZWugj7AHA7B8wVWHQMV3oFqt+tD3NoyuF1LRk43Cle3f5O3qNaLMqsJPav8iz1WmiF9VSfEg0jK2ADmUfbQ+ZYGxGws5u6O/14C2VtyXF7MoVVOSXJXdKF>



委托诉讼代理人：傅博，北京盈科（武汉）律师事务所律师。

上诉人某甲司（以下简称某甲司）因与被上诉人某乙司（以下简称某乙司）不正当竞争纠纷一案，不服广东省广州市黄埔区人民法院（2022）粤0112民初14523号民事判决，向本院提起上诉。本院于2023年8月11日立案受理后，依法组成合议庭，于2023年9月26日组织庭前进行了审理。某甲司的委托诉讼代理人王某、周某，某乙司的委托诉讼代理人曾华华到庭参加了诉讼。本案现已审理终结。

某甲司上诉称：一、一审判决认定游戏账号不属于某甲司的竞争利益，属于法律定性错误。1.应当遵循游戏账号与游戏虚拟物二分法。游戏账号不同于游戏虚拟物，游戏账号具备人身属性，是注册主体人格意志的体现。个人信息的不可交易性决定了这种财产性利益应当严格限定在利益损害后的救济层面，而不能以具有财产性利益作为交易的理由。2.游戏账号禁易条款属于有效的格式条款。实践中，禁止游戏账号的转让、出借、出租等已经成为所有网络游戏终端用户协议的必备条款，已经是游戏行业通行的商业模式。游戏账号的禁易条款对于维护游戏秩序、保障玩家游戏体验、履行网络游戏服务合同具有重要意义，应当得到肯定。3.某甲司对涉案《神武4》游戏账号享有竞争利益。某甲司作为《神武4》游戏的制作者，游戏中的各个环节均凝结了某甲司研发团队智力成果。游戏账号除了具有身份识别作用外，还承载着用户游戏登录时间、聊天内容、参与战绩等游戏数据。这些数据记录构成大数据统计的基础，对于改进游戏服务、数据挖掘具有极大的商业价值。二、一审判决认定某乙司涉案行为具有正当性，属于事实认定不清、法律定性错误。1.涉案游戏没有游戏内部权益流转机制；2.第三方账号交易平台对游戏账号安全存在恶意威胁；3.游戏账号交易对游戏生态造成严重破坏；4.游戏账号交易破坏网络实名制监管秩序及未成年人沉迷保护政策；5.某乙司提供游戏账号交易的行为具有反不正当竞争法意义上的不正当性；违背了游戏行业的诚实信用原则和基本的商业道德。三、一审判决关于某乙司的涉案行为是否侵害某甲司的商业利益的认定存在错误。1.一审判决关于游戏账号交易能给某甲司带来更多的经济利益和增加游戏的活力的认定存在错误。2.游戏账号交易破坏了某甲司游戏内的实名认证机制，增加了运营成本及账号监管难度，影响某甲司的商业利益。某乙司的行为直接损害了某甲司基于经营自主权对游戏账号所做的限制、基于游戏服务所产生的经营收益，已构成不正当竞争。综上，一审判决存在明显错误，应当予以改判。请求二审法院依法判令：1.撤销一审判决，改判某乙司立即停止不正当竞争行为，即停止在易手游APP及易手游网交易平台出售某甲司《神武4》游戏账号的行为；2.改判某乙司赔偿某甲司经济损失及维权合理费用共计50万元；3.本案一、二审诉讼费用由某乙司承担。

某乙司答辩称：一审判决认定事实清楚，适用法律正确，某甲司的上诉理由不能成立，请求二审法院依法驳回上诉，维持原判。理由如下：一、某甲司认为其享有对游戏账号的竞争利益，没有事实与法律依据。某甲司虽然开发了《神武4》游戏，对游戏账号有管理的义务，但是，游戏账号作为网络虚拟财产，不仅是游戏系统中数据组成的客体，还体现了游戏用户投入的时间和金钱成本。某甲司将实际归属于游戏用户的游戏账号，转变成其寻求保护的利益载体缺乏法律依据。1.法律并未禁止游戏账号交易，相反，不论是游戏账号的交易民事纠纷，还是游戏账号盗窃的刑事犯罪，民法、刑法均有力保障游戏用户对游戏账号享有的财产权及交易权。2.平台单方禁止玩家与第三方的虚拟资产交易，对游戏用户不具有法律约束力，不影响游戏账号交易的合法性。二、某乙司的行为具有正当性，遵守了法律规定，也遵守了公认的商业道德。某乙司顺应游戏用户游戏账号交易的需求而产生，在遵守了网络实名制与未成年人沉迷防沉迷制度的前提下，规范管理运营，大幅度降低交易风险，保障了游戏用户的合法权益，并未损害社会公共利益。三、某乙司的行为未损害某甲司的商业利益。市场竞争的本质为交易机会的争夺，只要有市场竞争就有可能造成竞争一方的损失，不能随意推断其中的因果关系，更不应以存在损害结果的可能倒推不正当竞争的存在。游戏用户取得账号处分自由权，能够使游戏玩家预见自己在游戏中投入成本的折算价值和回报，进而促进其在游戏中的投入，有利于增加某甲司游戏用户使用游戏的活力。综上，某乙司的行为并未构成不正当竞争，也未导致某甲司的损失。

某甲公司在一审中提出如下诉讼请求：1.判令某乙公司停止不正当竞争行为，即停止在易手游APP及易手游账号交易平台（×××.com/）出售某甲公司《神武4》游戏账号的行为；2.判令某乙公司赔偿某甲公司经济损失及维权合理费用共计50万元；3.判令某乙公司承担本案全部诉讼费用。

一审法院认定的事实及裁判理由详见一审判决即广东省广州市黄埔区人民法院（2022）粤0112民初14523号民事判决。

一审法院依照《中华人民共和国反不正当竞争法》第三条、第十二条第二款第（四）项，《中华人民共和国民事诉讼法》第六十七条第一款之规定，判决：驳回某甲公司的诉讼请求。案件受理费8900元，由某甲公司负担。

某甲公司在二审中提交如下新证据：《战盟》注册及双重验证页面、易手游平台实名认证系统、易手游平台投保须知人脸/充值/验证码包赔注意事项、易手游账号出售页面、易手游购买账号免责声明、易手游商家中心、易手游虚拟商品出售协议、易手游平台时间戳录屏证据、河南高院避风港规则在网络账号买卖中的适用分析、（2019）鲁1323民初195号民事判决书、《网络游戏运营商的实名认证义务，和游戏账号的价值认定》、（2021）粤0192民初14405号之二和（2022）粤01民终2930号民事裁定、（2020）粤0305民初20834号民事判决书、2023年人民法院反垄断和反不正当竞争典型案例（2022）沪0115民初13290号。

某乙公司在二审中提交如下新证据：《战盟》《幻唐志：逍遥外传（原神武4）》APP录屏时间戳及APP截图2张。

本院组织双方当事人对二审中的新证据进行了质证，对当事人无异议的证据，本院予以确认；对当事人有异议的证据，本院在本院认为部分一并阐述认证意见。

二审经审理查明，一审判决书查明的事实属实，本院予以确认。

本院认为，依照《中华人民共和国民事诉讼法》第一百七十五条规定，第二审人民法院应当对上诉请求的有关事实和适用法律进行审查，结合双方当事人的答辩意见，本案二审的争议焦点为：某乙公司提供某甲公司《神武4》游戏账号交易的行为是否构成不正当竞争。

某甲公司在一审起诉时主张适用《中华人民共和国反不正当竞争法》第十二条和第三条认定某乙公司构成不正当竞争，对此，分述如下：

一、某乙公司是否违反了《中华人民共和国反不正当竞争法》第十二条的规定

《中华人民共和国反不正当竞争法》第十二条规定：“经营者利用网络从事生产经营活动，应当遵守本法的各项规定。经营者不得利用技术手段，通过影响用户选择或者其他方式，实施下列妨碍、破坏其他经营者合法提供的网络产品或者服务正常运行的行为：（一）未经其他经营者同意，在其合法提供的网络产品或者服务中，插入链接、强制进行目标跳转；（二）误导、欺骗、强迫用户修改、关闭、卸载其他经营者合法提供的网络产品或者服务；（三）恶意对其他经营者合法提供的网络产品或者服务实施不兼容；（四）其他妨碍、破坏其他经营者合法提供的网络产品或者服务正常运行的行为。”本案事实表明，某乙公司并未利用技术手段，通过影响用户选择或者其他方式，实施妨碍、破坏某甲公司合法提供的网络产品或者服务正常运行的行为。故某甲公司并未违反《中华人民共和国反不正当竞争法》第十二条的规定。

二、某乙公司是否违反了《中华人民共和国反不正当竞争法》第二条的规定

《中华人民共和国反不正当竞争法》第二条第一款规定：“经营者在生产经营活动中，应当遵循自愿、平等、公平、诚信的原则，遵守法律和商业道德。”第二款规定：“本法所称的不正当竞争行为，是指经营者在生产经营活动中，违反本法规定，扰乱市场竞争秩序，损害其他经营者或者消费者的合法权益的行为。”反不正当竞争法第二章第六条至第十二条列举规定了法律制定时市场上常见的和可以明确预见的一些不正当竞争行为类型，而反不正当竞争法第二条作为一般条款，则可以对那些不属于反不正当竞争法第二章列举规定的市场竞争行为予以调整，以保障市场公平竞争。从反不正当竞争法第二条的规定可知，判断某一竞争行为是否构成反不正当竞争法意义上的不正当竞争行为时，应考察其是否违背了诚实信用原则或违背了基本的商业道德。《最高人民法院关于适用〈中华人民共和国反不正当竞争法〉若干问题的解释》第一条规定：“经营者扰乱市场秩序，损害其他经营者或者消费者合法权益的，且属于违反反不正当竞争法第二章及专利法、商标法、著作权法等规定之外情形的，人民法院可以适用反不正当竞争法第二条予以认定。”最高人民法院在山东省食品进出口公司等与青岛圣克达诚贸易有限公司等不正当竞争纠纷再审案〔（2009）民申字第1065号“海带配额案”〕中亦认为，适用反不正当竞争法第二条第一款和第二款认定构成不正当竞争应当同时具备以下条件：一是法律对该种竞争行为未作出特别规定；二是其他经营者的合法权益因该竞争行为而受到了实际损害；三是该种竞争行为因确属违反诚实信用原则和公认的商业道德而具有不正当性或者可归责性。

某乙公司实施了提供某甲公司《神武4》游戏账号交易的行为，该种行为不属于反不正当竞争法第二章及专利法、商标法、著作权法等规定的情形，故是否可以适用反不正当竞争法第二条认定为不正当竞争行为，核心在于该种行为是否违反了诚实信用原则和公认的商业道德而具有不正当性。《最高人民法院关于适用〈中华人民共和国反不正当竞争法〉若干问题的解释》第三条规定：“特定商业领域普遍遵循和认可的行为规范，人民法院可以认定为反不正当竞争法第二条规定的‘商业道德’。人民法院应当结合案件具体情况，综合考虑行业惯例或者商业惯例、经营者的主观状态、交易相对人的选择意愿、对消费者权益、市场竞争秩序、社会公共利益的影响等因素，依法判断经营者是否违反商业道德。人民法院认定经营者是否违反商业道德时，可以参考行业主管部门、行业协会或者自律组织制定的从业规范、技术规范、自律公约等。”在本案中，某甲公司并不能举证证明某乙公司提供游戏账号交易的行为违反了该商业领域普遍遵循和认可的行为规范，亦未能向法院提交相关行业主管部门、行业协会或者自律组织制定的从业规范、技术规范、自律公约等作为参考，不能证明某乙公司违反了诚实信用原则和公认的商业道德。故某乙公司亦未违反《中华人民共和国反不正当竞争法》第二条的规定。

综上，某乙公司的涉案行为并未构成不正当竞争，一审判决认定事实清楚，适用法律正确，处理恰当，应予维持。某甲公司的上诉理由不能成立，应予驳回。依照《中华人民共和国民事诉讼法》第一百七十七条第一款第（一）项的规定，判决如下：

驳回上诉，维持原判。

二审案件受理费8900元，由上诉人某甲公司负担。

本判决为终审判决。

审判长 韦晓云
审判员 刘宏
审判员 蒋华胜
二〇二四年三月二十七日
法官助理 林新宇
法官助理 黄嘉文
书记员 许丽凤

Based on this, the lawyers at our firm believe that third-party platforms providing transaction services for game accounts and related virtual property rights do not infringe upon the competitive or commercial interests of game operators. When these platforms have implemented real-name verification and anti-addiction measures, the intermediary services they offer align with current market demands and changes in competition, thereby enhancing consumer welfare. These platforms ensure that the buying and selling of game accounts is traceable and legitimate.

In the case of your company's "Panzhi Resale" app, which provides relevant services to game users, the platform ensures real-name authentication, prohibits underage registration, and protects personal information. In such circumstances, the trading platform chosen by game players and the transactions they conduct do not infringe upon the legitimate rights and interests of game operators or any other parties.

5. Risk Warnings and Legal Advice

(1) There is some controversy in judicial practice regarding the validity of online game transaction contracts. Some courts believe that game account transactions constitute a violation of the service agreements between game users and operators, specifically regarding clauses that prohibit the buying, selling, or renting of accounts, and thus consider such contracts invalid. However, other courts hold that game accounts and related virtual property rights are property rights of the game users, who have the right to possess, use, benefit from, and dispose of them.

(2) After reviewing relevant judicial cases, our lawyers found that some sellers engage in fraudulent activities during game account transactions, causing financial losses to buyers. As a third-party service platform, the platform has a supervisory obligation when providing information exchange services and facilitating transactions

between buyers and sellers. This includes verifying the registration information of platform users and monitoring transactions. If the platform fails to fulfill its supervisory obligations, it may be deemed at fault and bear corresponding legal responsibility. As a third-party transaction service platform, your company should strictly implement laws and regulations such as the "Minor Protection Law," the "Personal Information Protection Law," and the "Notice on Preventing Minors from Becoming Addicted to Online Games," ensuring real-name authentication and proper supervision of platform users. The platform should manage users according to the "User Service Agreement," "Privacy Policy," "Internal Complaint Handling Process," and "Account Cancellation Agreement" to avoid user complaints and disputes with other third parties, minimizing legal risks.

(3) In the long history of the gaming market, third-party transaction service platforms have coexisted with game operators. However, in recent years, some game operators have filed lawsuits against third-party platforms, claiming unfair competition. Some courts have ruled that third-party transaction platforms engage in unfair competition and should bear legal responsibility. However, in a March 2024 ruling by the Guangzhou Intellectual Property Court regarding an unfair competition dispute between a game operator and a third-party transaction service platform, the court acknowledged the legality of game users' transactions of game accounts and related virtual property, and ruled that third-party platforms do not constitute unfair competition. Given the enormous size of the gaming market, the diversity of games, and the large number of users, third-party transaction service platforms remain necessary. The law does not prohibit game users from trading through these platforms, and the market supervisory authorities recognize the legality of the existence of third-party transaction service platform companies. In light of this, to avoid unnecessary disputes, we recommend that your company comply with the "Anti-Unfair Competition Law" and the "Copyright Law" to protect the legitimate rights and interests of copyright holders and other relevant parties. It is advisable to reach an agreement with game operators, obtain the necessary licenses, and work together to foster a better gaming ecosystem, providing users with improved transaction services.

6.Overall Conclusion and Opinion

Based on the review of the materials provided by your company and the relevant facts, the lawyers at our firm conclude:

(1) PanZhi Technology Co., Ltd. is a limited liability company legally established and validly existing in accordance with the laws and regulations of the People's Republic of China. In accordance with relevant laws, regulations, normative documents, and the company's articles of association, PanZhi Technology Co., Ltd. is a legally qualified entity, and there are no circumstances under which its legal status is terminated.

(2) The PanZhi website has obtained the necessary registration with the Ministry of Industry and Information Technology (MIIT) as required by law. PanZhi Technology Co., Ltd. has been issued a copyright certificate by the National Copyright Administration of the People's Republic of China for the PanZhi Daishou App and is the copyright holder of the app.

(3) The PanZhi Resale App has entered into a User Service Agreement with its users, published the platform's Privacy Policy, and requires real-name authentication for platform users. It complies with the provisions of the Minor Protection Law, the Personal Information Protection Law, and the Notice on Preventing Minors from Becoming Addicted to Online Games, among other relevant laws and regulations.

(4) Game accounts and their related virtual property rights are considered virtual assets. Game users have legitimate rights to possess, use, profit from, or dispose of these virtual assets. The law provides equal protection for these rights, and there are no prohibitions on such transactions within China.

(5) The law does not prohibit third-party platforms from providing intermediary services for the transaction of game accounts and other virtual assets. As a platform facilitating game account transactions, PanZhi Daishou App does not engage in unfair competition, nor does it infringe upon the intellectual property rights of game operators or the rights of third parties.

This legal opinion is issued in two original copies, with no copies. It becomes legally effective once signed by the responsible attorney at our firm and affixed with our official

seal.

(The following page contains no content)

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(This page is the signature and seal page for the Legal Opinion on the Launch of the "PanZhi Daishou" App on the App Store by Sichuan PanZhi Network Technology Co., Ltd. issued by Sichuan Discovery Law Firm.)

Sichuan Faxian Law Firm (official seal)



Lawyer in charge:



This legal opinion was signed on: 2024 (Year) 12 (Month) 2 (Day)

