

Research on Copyright Protection for Chinese Web Novel Authors

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Chinese web novel authors are confronted with two core dilemmas: the imbalanced interest distribution between platforms and authors, and the damage to the industry foundation caused by the “free-to-read” business model. The causes of the former lie in the declining status of authors in the cultural industry chain and the absence of provisions for substantive fairness in contracts under copyright law. While the latter helps address piracy and infringement in the web novel sector, it inflicts excessive harm on the industry and authors, making it unsuitable for the web novel field. China’s Copyright Law can draw on systems such as the transparency obligation to improve specific rules governing the substantive fairness of copyright contracts. Web novel platforms can also establish an official index directory to combat piracy by holding search engines accountable for secondary infringement, thus safeguarding the common interests of platforms and authors.

Keywords: web novel, copyright contracts, “free-to-read” business model, copyright protection

Introduction

On April 29, 2020, a user posted on Lkong, a prominent Chinese web novel discussion forum, claiming that the Exclusive License Agreement for Literary Works of Yuewen Group (hereinafter referred to as the “Agreement”), the work authorization contract between web novel platform Yuewen Group and its authors, contained the term “engage” and included overbearing clauses involving the authors’ personal freedom of speech and copyright of their works. The post triggered massive discussions among netizens and even led to the “May 5th Web Writers’ Update Strike” campaign initiated by some authors¹, aiming to gain public attention and protect their rights and interests. From May 1 to 5, discussions on the Yuewen contract incident remained highly trending on numerous social media platforms, with multiple online writers associations voicing their support for authors to safeguard their rights.

Although the “Yuewen contract incident” may seem to involve only the oppressive behavior of a single platform in contract signing, it reflects the long-standing lack of copyright protection for web novel authors. According to the 2024 Annual Report on the Development of China’s Web Novel Industry, the overall revenue

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¹ The “May 5th Web Writers’ Update Strike” refers to a campaign in which a group of web novel authors called on Chinese web novel writers to collectively suspend the release of new chapters of their works on May 5th, as a protest against the oppressive clauses imposed by online platforms.

scale of China's web novel market reached 49.55 billion yuan in 2024, a year-on-year increase of 29.37%, and the number of web novel users reached 638 million, up 16% year on year. Meanwhile, a series of overseas websites led by Wuxiaworld.com have successfully spread Chinese web novels overseas. In 2024, the overseas market revenue of the web novel industry reached 4.81 billion yuan, and the total number of Chinese web novel works exported overseas was approximately 750,900.

While China's web novel industry has developed at a high speed in recent years, a large amount of the industry dividends have been seized by the capital behind it, and only a tiny minority of the huge author group have actually benefited. In 2024, the total number of authors on Chinese web novel platforms was approximately 30.301 million, yet only around 800 thousand authors had income from their works, and merely about 40 thousand earned a monthly income of over 3,000 yuan. A far greater number of authors cannot sustain their livelihoods through the copyright income of their works. At the same time, web novel authors have a lower social status than traditional writers.

Therefore, the protection of the copyright interests of web novel authors has become an urgent issue to be addressed at present, which is crucial to the sound development of the literary industry and the promotion and dissemination of national culture. This paper will analyze the problems reflected by the "Yuewen contract incident", namely the imbalanced interest distribution between platforms and authors, as well as the transformation of the web novel sales model, and put forward specific suggestions for protecting the rights of web novel authors.

An Analysis of the Current Situation of Interest Distribution Between Web Novel Platforms and Authors

Specific Manifestations of Imbalanced Interest Distribution Between Web Novel Platforms and Authors

For a long time, relying on their dominant market position, web novel platforms have encroached on authors' rights through contracts, operation, and management, and the "Yuewen contract incident" is a concentrated embodiment of platforms exploiting authors through unequal contracts. The disclosed Agreement contains three categories of clauses that infringe upon authors' rights:

First, the ambiguous handling of the relationship between authors and the platform. Clause 11.1 of the Agreement stipulates: "Both parties confirm that the engagement of Party B by Party A does not mean that there is a labor relationship or employment relationship between Party A and Party B under the Labor Law of the People's Republic of China". The contract of Yuewen Group describes the relationship between the platform and the author with the word "engage", a term with highly ambiguous legal meaning. On the one hand, it denies the labor relationship between the two parties to exempt itself from any welfare obligations related to labor and social security for the author. On the other hand, it recharacterizes the copyright transfer and licensing relationship between the two parties to a relationship similar to commissioned creation, so as to ensure its dominant position in the agreement and exercise of rights related to the works and the author himself.

Second, the encroachment on the authors' economic rights in copyright. It includes the agreement of an excessively long licensing term (often set as the term of copyright protection for the work), as well as the free use of the derivative rights of the work (including the right to create fan fiction, film and television adaptation rights, game adaptation rights, etc.). Clause 6.9 of the Agreement stipulates:

...Where Party A sublicenses the licensed rights under Clauses 3.6/3.8/3.9/3.10 of the Agreement to a third party and generates income, Party A shall distribute 50% of the net income obtained by Party A to Party B. Where Party A exercises the licensed rights under Clauses 3.6/3.8/3.9/3.10 of the Agreement and generates income, there is no need to pay any additional fees to Party B.

Yuewen Group, backed by a comprehensive cultural and entertainment platform, is capable of multi-dimensional development of web novel works by itself. According to the above clauses, the platform is not required to pay the author for the development and utilization of derivative rights carried out by the platform itself.

Finally, it infringes on the authors' personal rights. Clause 5.1 of the Agreement stipulates:

...Party B agrees that Party A may open, manage and operate social network accounts such as Weibo, WeChat, blog and QQ groups in the name of Party B for the purpose of publicity and promotion... Party A has the right to use Party B's portrait, name, book title, pen name, as well as the characters, plot props, background and other necessary publicity materials of the contracted works free of charge in the above publicity and promotion process.

The platform binds the author and the work together, forcibly appropriates the author's personal social rights while obtaining the author's license for the sale of the work, and infringes upon the freedom of speech enjoyed by the author as a citizen.

It can be seen that after their own development and growth, online platforms have failed to reasonably protect the rights of authors. On the contrary, they have carried out double exploitation of the authors' moral rights and economic rights, no longer regarding authors as the source of literary creation but merely as tools for producing works.

Analysis of the Causes of Imbalanced Interest Distribution Between Web Novel Platforms and Authors

The gradual decline of authors' status in the cultural industry chain. In the late 1960s, two subversive theories emerged in the field of literary theory: One is Roland Barthes' "The Death of the Author" (Bently, 1994), and the other is Michel Foucault's theory of "the Author Function" (Foucault, 2003). The common feature of the two is that they deny the "father-son relationship" between the author and the work in the romantic values, greatly reducing the status of the author in literary research, and to a certain extent, leading to the shake of the "author's right system". When content creation becomes increasingly dependent on investment rather than the inspiration of talented authors, traditional romantic theories can no longer provide persuasive support for the protection of authors and their works. In the field of web novels, where the creation of works has shifted from "supply-oriented" to "demand-oriented", the decline of authors' status is even more pronounced.

First of all, most web novels are published in a serialized manner, and a typical web novel is serialized for one to three years. During this period, the creation of the web novel and the readers' reading are carried out simultaneously. Readers' feedback on the chapters published by the author will be conveyed to the author immediately, which largely affects the author's subsequent creation. For example, some authors exchange opinions with readers on the development of the upcoming plot, and even gain new inspiration from readers' feedback. At the same time, when readers find that their opinions have been adopted by the author and become part of the work, the sense of participation and accomplishment is a major charm of reading web novels that is different from traditional literature. However, this "creation-feedback-recreation" mechanism not only has positive effects; it also leads to the decline of the author's creative status. For instance, some readers threaten authors to delete or modify plots they dislike by unsubscribing from the work.

Secondly, web novel works have largely abandoned the heavy mission of Chinese traditional literature to “convey truth through writing”, and turned into consumer literary works with pure commercial purposes as the core. While this has brought huge economic benefits, it also makes the author’s creative behavior no longer fully under their own control. The mode of work creation has changed: Creative behavior has transformed from the free expression of spirit and thoughts in the romantic era into a service behavior catering to market demand. In this case, discovering a popular reader interest point is often more commercially successful than the author’s isolated creation. Readers’ preferences and the capital’s favor are like the real “controllers” behind the author, while the author himself is more like a “typist” led by strings. Excessive catering to readers’ preferences has caused a serious “homogenization” trend in web novels, and capital’s pursuit of profits has also prompted web novel authors to make their works longer and longer with extended serialization periods. Web novel authors seem to have become the party with the weakest voice in the “creation-dissemination-utilization” industry chain.

Finally, authors are also in a very weak position in the field of work adaptation and re-creation. The wave of “IP adaptation fever” in recent years has brought amazing benefits to web novels, but also exposed many problems. Producers of film and television works blindly follow the formula of “pop work + pop star = huge returns”, and have produced a large number of low-quality film and television works. Many authors of literary works are very dissatisfied with the drastic adaptation of their works, but can do nothing because the adaptation rights of their works have been fully transferred. Many film and television producers also stated that the success of phenomenal works is mainly due to the great success in operation rather than the value of the work itself. Overall, since the beginning of the 21st century, there has been an overall decline in the status of the author group in copyright licensing negotiations.

The absence of provisions on substantive fairness of contracts in the copyright law. In both the copyright law system and the author’s right system, communicators have long been in a strong position in their relationship with authors by virtue of their control over communication channels and tools, and have seized a large amount of authors’ interests in the process of transfer and licensing of work rights. Therefore, the legal regulation of copyright contractual relationships is particularly important. In this regard, countries with the author’s right system have formulated many mandatory provisions on the purpose, scope of rights, and term of copyright contracts, prohibiting the assignee or licensee from agreeing on clauses such as “general authorization” and “unlimited term license” in the contract. However, there are few provisions on the substantive fairness of copyright contracts in China’s laws.

With regard to thoroughly improving the weak position of authors in copyright trade, China’s Civil Code fails to take into account the particularity of copyright. For ordinary authors who are obviously in a disadvantaged position in social and economic life, when negotiating with powerful publishing houses, film companies, and record companies, they seem to have no choice but to accept the other party’s conditions obediently and have no ability to bargain. China’s Copyright Law system attaches importance to the ownership of the original rights of works, but ignores the unfair phenomena that may occur in the process of the transfer of work rights. In response, some scholars have called for the introduction of systems such as the “right to secondary remuneration” and “droit de suite” to avoid the phenomenon of “starving artists”.

Although the Contract part of China’s Civil Code has principled provisions specifically for contract fairness, such provisions are difficult to be routinely applied in the specific field of copyright contracts. The provisions on

the principle of fairness in contract law mainly include unconscionability and change of circumstances, focusing on reasonably determining the rights and obligations of both parties, which is specifically manifested in that one party does not take advantage of the other party's unfavorable factors at the contract conclusion stage, and the change of objective circumstances at the contract performance stage subverts the basis of contract conclusion. However, the unfair situations in copyright contracts, such as restrictions on future creative rights and general transfer or licensing of new types of rights in the future, can hardly be classified into the above categories of "taking advantage of unfavorable factors" and "change of objective circumstances".

In addition to the provisions on unconscionability and change of circumstances, the Civil Code also has relevant provisions on standard clauses and exemption clauses, but none of them go beyond the scope of unconscionability and change of circumstances, and still cannot specifically solve the problem of substantive unfairness in the field of copyright contracts. This institutional gap has also largely indulged the infringement of web novel platforms on authors' rights when signing agreements with them.

Analysis of the Advantages and Disadvantages of the Free-to-Read Model for Web Novels

"Free-to-read" refers to a web novel business model where users read novels for free, and platforms profit from attention-based advertising. Since the launch of the "Midu" app under Qutoutiao in 2018, which saw its daily active users exceed five million at its peak, a series of free-to-read apps such as Lianshang, Qimao, and Tomato have been launched one after another, once attracting high attention from capital and triggering panic among enterprises relying on the traditional paid reading model.

However, in 2019, apps focusing on the free-to-read model began to face difficulties such as slowing user growth and intensifying peer competition. In addition, with the rise of new attention-driving products such as short videos and short dramas, the attractiveness of free web novels to the sinking market has shown a declining trend. Coupled with an inferior reading experience compared to the paid model, the future of free-to-read may be unsustainable.

Advantages of the "Free-to-Read" Model: Destroying the Living Soil of Pirates and Infringers

For the web novel industry, piracy is a long-standing accompanying problem. Despite the joint efforts of administrative authorities and the industry, the piracy situation has improved in recent years, but it remains severe. According to the White Paper on Copyright Protection of China's Web Novel Industry released by Analysys in 2021, the scale of losses caused by piracy of China's web novels reached 6.02 billion yuan in 2020, showing an upward trend, and the proportion of web novel writers who suffered frequent infringement was as high as 42%. From the perspective of web novel readers, the White Paper on Copyright Protection of China's Web Novel Industry released by iResearch in 2019 showed that only 26.5% of users only read lawfully licensed novels, and many users switch to pirated channels to continue reading after finding their favorite novels on lawfully licensed platforms.

There are many reasons why piracy and infringement cannot be eradicated. Economically, a large proportion of web novel readers are students and newly employed employees with generally low disposable income, and full paid reading imposes huge economic pressure on them. Culturally, Chinese citizens generally have a low awareness of intellectual property rights, which is reflected in the web novel field by the fact that society holds a very tolerant attitude towards the widespread reading of pirated works. In recent years, the number of middle-

aged and elderly people reading web novels has gradually increased, but due to the consumption concept of giving priority to rigid demand, they have a relatively obvious rejection of entertainment behaviors, especially non-material entertainment consumption. Technically, as a long-standing problem, piracy and infringement have been evolving along with the continuous crackdown on infringement by the government and the industry. Recently, to avoid severe administrative penalties from administrative authorities, most pirates have set up their servers overseas and constantly change their IP addresses, making it impossible for administrative authorities to directly investigate and punish them, and disconnecting infringing links of specific IP addresses has little effect.

The emergence of the “free-to-read” model is actually an industry response to the repeated prohibition of piracy and infringement. It caters to Chinese consumers’ preference for “free” products, and eliminates the economic, cultural, and technical barriers to the proliferation of piracy and infringement in one fell swoop. If the “free-to-read” model really forms a scale, it will deal a devastating blow to the living soil of pirates and infringers. When the public can read web novels for free through lawfully licensed channels, they will naturally no longer choose pirated channels. Without a market, piracy and infringement will collapse automatically.

Disadvantages of the “Free-to-Read” Model: Unstable Income for Authors

However, most web novel authors hold a negative attitude towards the free-to-read model, and some scholars have stated that the “free-to-read” model is eroding the soil on which the web novel industry depends for survival. The main reason is that it is difficult to guarantee authors’ income under the free-to-read model.

First of all, in terms of the current industry situation, none of the free-to-read apps have entered the profitable stage, which means that authors’ income is completely dependent on platform subsidies. In this case, authors are in a relatively low position and it is difficult to demand higher treatment from the platform. Secondly, unlike the paid model, the income source of the free-to-read model is advertisers rather than readers, so the level of platform income is not directly linked to the quality of literary works. It is possible that a work is of high quality and attracts high popularity, but the platform does not obtain high-quality advertising during the peak period of the work’s popularity. Then, no matter how excellent the work is, it is difficult for the author to obtain a high income. Finally, compared with the free model, the author’s income is more transparent under the paid model. In the paid model, readers need to subscribe and pay specifically for each chapter of the author’s work. The author only needs to agree on a certain-revenue sharing ratio with the operating platform, and can intuitively know their income. In the free model, relevant data such as the reading volume and click volume of the work are very easy to falsify (whether the platform falsifies data to the author, or the author actively falsifies data to the platform), because no real economic consumption is involved.

In short, it is relatively difficult for authors to accept abandoning the mature paid model to explore a new free model full of unknown risks.

The “Free-to-Read” Model Does More Harm Than Good to the Web Novel Industry and Authors

The free-to-read model is not truly free. It is just that the reader’s payment for reading rights goes through two stages: paying a premium for the products advertised, and the advertiser paying advertising fees to the reading platform. From an economic perspective, a longer transaction process and more transaction links lead to lower efficiency and higher transaction costs. That is to say, theoretically, the benefits brought by the free model to the platform will not be higher than those of the paid model (Xu, 2020). Of course, the above analysis also ignores

some additional factors, which are exactly the reasons why the free model has gained capital favor and been officially launched. But even considering these additional factors, the free model still does more harm than good to the industry and authors.

First of all, the free model has captured two consumption psychology of a large number of middle-aged and elderly consumers in China: the consumption impulse for “free” products and the rejection of non-material consumption. Readers with these two consumption psychology are almost impossible to choose the paid lawfully licensed reading model. For free-to-read platforms, this market is a blue ocean in the web novel market. Therefore, web novels operated under the free model often see explosive user growth and a rapid increase in market share in the early stage, attracting high attention from capital at the same time. However, the dividend of this consumption psychology will not last long. With the improvement of material living standards, the next generation of consumers will gradually reduce their consideration of price factors in consumption, instead focusing on quality, and will also naturally accept non-material consumption. Therefore, the “free” business model is doomed to be unsustainable in the long run.

Secondly, another profit-making idea of the free model is the “attention economy”, that is, first attracting a large amount of attention with free literary works, and then obtaining benefits through game adaptation, peripheral product development, and other methods for the work in the later stage. This model is theoretically feasible, but the capital recovery cycle is too long, the upfront cost is very high, and the risk is also huge. Even if this model can succeed, it will deal a huge blow to the author’s spirit. Under this model, the income of authors whose works have not gained attention does not come from the results of their own creation, but from the “support” of a very small number of authors with high-profile works, making it difficult for them to find their own value. But in fact, without a large group of authors and a large output of works, it is impossible to guarantee the emergence of some high-profile works. This is a process of market selection, and no author or editor can guarantee that their work will definitely be recognized by the market. This is also an intractable problem for the “attention economy” model of free-to-read.

Finally, the free model will have a subversive impact on the status and rights of authors. Under the paid model, authors and readers are the core of the model, and the platform only acts as an intermediary and communicator between authors and readers. The platform and the author have a commissioned sales relationship, which exists based on the binary “creation-utilization” relationship between the author and the reader. Without this basic binary relationship, the platform has no reason to exist. Therefore, the core task for the platform to make profits is to provide higher quality services to authors and readers.

However, this is not the case with the free model. On the surface, disseminating works is still an act of providing content, but in the business model of the Internet industry, disseminating works is only a service means provided by Internet service providers to obtain delayed benefits. That is, on the one hand, it attracts users to join with free content, and on the other hand, it charges or shares fees from advertisers or third-party service providers in exchange for the number of users. The core of the free model is attention and advertisers, and the model can be simplified as the platform exchanges attention for benefits from advertisers, while authors and readers are just tools for generating attention, at the second level. That is to say, as long as attention can be obtained, the quality of the work is not important, and similarly, the satisfaction of authors and readers is not important; the satisfaction of advertisers is the core.

Therefore, the biggest drawback of the free-to-read model is that it undermines the core position of the “author-reader” binary relationship in the online reading environment, and largely destroys the meaning of creation. The impact of such a creative environment on the quality of works is predictable. As long as attention can be obtained, vulgar and kitsch works may appear in large numbers. Even works that have been criticized and opposed by a large number of readers may become “high-quality” works in the eyes of platforms and advertisers because they have gained a lot of attention. The “free” business model is more suitable for “non-professional” creation types, while in the field of web novels that require professional creation, the traditional paid business model and copyright licensing rules have more advantages.

Suggestions for Improving the Copyright Protection Mechanism for Web Novel Authors

Adding Clauses on Substantive Fairness to Adjust the Interest Distribution Between Web Novel Platforms and Authors

Copyright contracts are created by different stakeholders, and the unlimited pursuit of private interests is an insurmountable defect. Reasonable regulation of copyright contracts through copyright law is a necessary prerequisite for the sound development of related industries. Compared with the major disseminators of works, the creators of works are in a weak position organizationally and economically, and this weak position will hinder the acquisition of appropriate remuneration generated by the principle of supply and demand. This phenomenon is particularly evident in “buyout contracts”, where the author’s work has multiple opportunities for utilization but is licensed at one time, and even the author himself is restricted from free creation by the contract.

The principle of freedom and justice embodied in contract freedom should not provide shelter for the dictatorial freedom of those who are economically dominant or experienced. The principle of fairness and voluntariness in contract law is established on the basis of a free competitive market and equal status of both parties to the transaction. When the status of the two parties is unequal, blindly respecting the autonomy of will is actually acquiescing in the exploitation of the weak by the strong. Therefore, it is the responsibility of the copyright law to guarantee the author’s right to appropriate remuneration.

Certain provisions on the substantive fairness of copyright contracts in the German Copyright Act and the EU Digital Single Market Copyright Directive (DSMCD) can provide reference for the improvement of China’s Copyright Law. The German Copyright Act grants authors the statutory mandatory right to equitable remuneration (Article 32) and the additional remuneration claim (Article 32a), to address the problem of market failure caused by the interference with contract equality in the copyright field. If the author and the other party to the contract have not agreed on remuneration, the agreement is unclear or unreasonable, the author has the right to request the other party to modify the contract to provide reasonable remuneration to the author. In addition, the author has the right to continue to share the benefits in the case of obvious inappropriate later income. The EU DSMCD has absorbed some of the rules in the German Copyright Law and improved them by setting up a “fair remuneration mechanism”, which consists of six clauses: basic principles, transparency obligation, contract adjustment mechanism, alternative dispute resolution process, contract termination right, and the prohibition of excluding the application of the clauses by contract.

Among the above clauses on the substantive fairness of copyright contracts, the transparency obligation principle and the post-contract adjustment rules are the most referential for the improvement of China’s Copyright

Law. The former can facilitate authors' supervision of the operation process of web novel platforms, while the latter can provide a basis for authors to terminate unfair contracts.

Establishing an Official Index Directory to Combat Piracy Through Secondary Infringement of Search Engines

An important role of the free model is to solve the piracy problem. Therefore, if a new way to combat piracy is found, there is no need to adopt the free-to-read business model. In combating piracy and infringement, web novel platforms and authors share a common position: Web novel platforms can expand the market and recover losses by cracking down on piracy, and the interests of authors will be improved incidentally.

Pirate websites often set up their servers overseas and constantly change their IP addresses, which makes it very difficult to punish the operators of directly infringing websites. However, we can strictly regulate search engine operators. Since the linking behavior of search engines only makes it more convenient for the public to obtain works from the Internet, rather than providing the public with a new way to obtain works, the linking behavior of search engines can generally only be deemed as an assistance act infringing the right of communication through information networks in accordance with Article 1168 of the Civil Code and Articles 18 and 23 of the Regulation on the Protection of the Right of Communication Through Information Networks, rather than direct infringement, and shall bear joint tort liability.

Secondary infringement as an assistance act is established with subjective intent as the constitutive requirement, that is, "knowing or should have known that the works, performances, audio and video recordings linked are infringing". The judicial practice generally adopts a strict standard for the determination of "knowing", and often only when the search engine operator receives a clear and specific notice of infringement will it be deemed as "knowing". The mainstream standard for the determination of "should have known" is the "Red Flag Test", that is, "when the infringing fact is as obvious as a red flag, the infringer cannot evade liability on the grounds of subjective ignorance". Therefore, the key to holding search engines liable for infringing the right of communication through information networks of web novel works is to prove that "the infringing fact is as obvious as a red flag".

For film works, it is a well-known common sense that almost no film production company will hand over films that are being screened in theaters to any website for free online playback or download. However, for written, art, and photographic works, there is no such common sense, as a large number of copyright holders allow their works to be browsed and downloaded by the public for free on the Internet. Although in the specialized field of web novels, with the continuous operation of the paid model, the vast majority of web novels cannot be free, nor can they allow users to download works in formats such as txt, especially many well-known works; there is no very clear boundary to distinguish web novel works from other literary works, which provides search engines with a reason that the infringing facts are difficult to identify.

Therefore, web novel platforms can unite to uniformly launch a real-time updated electronic directory specifically including the keywords of paid novels, including but not limited to book titles, author names, main character names, etc. With such an open official directory index, there is every reason to require search engines to actively block links in the format of "directory keywords" + "free"/"txt". Otherwise, they can claim their contributory infringement to the court and demand them to bear joint liability.

This is also technically fully achievable for search engines. Search engine operators have mastered the technology of blocking link results of specific keywords proficiently in the years of undertaking the government's task of blocking violent and pornographic online content. Therefore, when search engines can maturely use a technology to screen and filter legal and illegal content, they should be endowed with corresponding review obligations, urging them to use this technology to avoid infringement, rather than hiding in the "safe harbor" to evade responsibility.

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