



A Guide to Copyright for Startups

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Introduction

Copyright is a key aspect of many startups' operations. Their creators and founders often do not pay attention to issues of **intellectual property**. Naturally, they focus on the development of technology, product, or service, and not on legal aspects. However, a lack of awareness in this area can lead to **serious problems** – from **legal disputes**, through **loss of reputation**, to the risk of **having their business shut down**.

That is why this **guide for startups** was created. It aims to explain the **basics of copyright law** in a simple and practical way. To show how to **legally use** other people's content and **avoid infringements**. The guide includes examples from creative, digital, and technological industries. Although computer programs, which are very important in the activities of startups, are also protected by copyright in the European Union, they are subject to many different rules. For this reason, they are not analyzed in the Guide.

Definitions

What is copyright and why does it exist?

Copyright is a set of rights that protect creators and their works—and contrary to appearances, this does not only apply to artists. Thanks to copyright, creators can decide who can use their work and how—regardless of whether this applies to texts, photos, music, or graphics.

- ✔ In practice, this means that if you want to use someone else's work in your startup (e.g., a logo, photo, or song), you must have the consent of the author or copyright owner, and this consent usually takes the form of a license or copyright transfer agreement.

It is worth remembering that copyright is territorial in nature, which means that it applies within the borders of a given country. Thanks to international agreements, creators are protected in all countries around the world, but the rules of this protection vary from country to country. Each country applies its own regulations, which may be completely different from those in force in Poland. In EU countries, copyright law has been partially harmonized, but there are still significant differences between them.

- ⓘ It is worth remembering that copyright law in Europe differs significantly from the American legal system, especially in areas such as fair use and transfer of rights. This can lead to misunderstandings in international startup projects, so it is always a good idea to check or consult a lawyer to find out which law applies to a given project.

What is a work?

- ✔ **A work** is any manifestation of original and creative human activity, i.e., something that a person creates and is not a copy, such as a logo, graphic, musical composition, or blog text.

It is worth remembering that an idea or concept is not a work within the meaning of copyright law. It must be expressed/externalized in a way that can be perceived by senses, even if its form is not yet complete. Therefore, a sketch of a poem that is just germinating in the poet's mind, a concept for a game, the premises of an advertising campaign, the construction of a virtual world, a television format, or the plot of a series will not be considered a work.

Types of copyright

Copyright is divided into moral rights and economic rights:

Moral rights

Protect the creator's bond with the work and always remain with the creator. They specify that a specific person is the author of a given work and only that person can decide on the first publication of the work, on combining it with other works, and on introducing any modifications and changes. Moral rights cannot be waived or transferred, regardless of the contract. These rights are inalienable and perpetual.

Example: if a graphic designer has designed the logo for your startup, even after the transfer of economic rights, the authorship remains with the creator – you can use the logo in accordance with your agreement, but you cannot sign it with someone else's name or claim that you created it yourself.

Economic copyrights

Are the rights to dispose of and use a work, as well as to earn money from it. They can be "sold" (this is called a transfer of rights) or "rented" for a specified period of time (in which case a license is granted). Under Polish law, this type of right to a work expires 70 years after the author's death, after which the work enters the public domain (see below). In the following sections, this Guide will focus on author's economic rights.

Example: if a copywriter has created text for your advertising campaign and you have signed an agreement with them to transfer their economic copyright, your company may use the text or transfer it to other people without asking the creator for permission.

- 📄 **You can find more information about moral rights vs. economic rights here:**
<https://akademia.zaiks.org.pl/wiedza/osobiste-vs-majatkowe>

Public domain

This is a collection of works to which author's economic rights have expired. This means that they can be freely used—copied, modified, and shared—without the need to obtain the consent of the copyright owner. However, it should be remembered that moral rights still apply, so even a work in the public domain does not lose its author and should be properly credited.

Related rights – producers and performers

In addition to copyright, there are so-called related rights that protect the performance and recording of a work. This means that if you use a recording of a performance by a given performing artist (e.g., a singer or instrumentalist) in your advertising material, you need not only to obtain the consent of the author of the music, but also the consent of the performer and the producer of the phonogram (also known as the master recording).

Performing artists and producers have the right to decide where and how a recording of a performance or phonogram may be used, as well as to receive remuneration for their use.

Collective management organizations

Collective management organizations are entities that manage copyrights or related rights and act on behalf of creators or performers and other rightsholders. They have the permission of the Minister of Culture to manage the rights to works or artistic performances. Thanks to them, users interested in using someone else's work do not have to enter into agreements with each creator separately. CMOs set the terms of use of works or artistic performances and collect remuneration for such use, and then transfer the remuneration to the rightsholders.

Creators are represented by, among others:

- **The Society of Authors ZAiKS**, acting on behalf of authors of verbal, musical, verbal-musical, choreographic, and pantomime works (including audiovisual works), as well as visual arts and photography works.
- **The Polish Filmmakers Association**, acting on behalf of film producers and co-authors of audiovisual works (e.g., directors, cinematographers, animators, editors, costume designers, set designers).

Performing artists are represented by, among others:

- **STOART, SAWP**, acting on behalf of holders of rights to artistic performances of musical and verbal-musical works;
- **The Union of Polish Stage Artists (ZASP)**, acting on behalf of actors and dancers.

Producers of phonograms and videograms are represented by

- **The Polish Society of the Phonographic Industry (ZPAV)**

The activities of collective management organizations are best illustrated by the example of songs, i.e., verbal-musical works. In their case, it is particularly clear that different rights apply to different elements of the same song. This example also makes it easy to understand exactly what a ZAiKS license covers. **A ZAiKS license covers only the copyright to the work, i.e., the composition and lyrics of the song.** This means that ZAiKS represents authors and composers, but not performers or record producers. In practice, this allows you to use the melody and lyrics themselves, but not a specific performance or recording. Therefore, in many situations, a ZAiKS license is not sufficient, because the use of a finished recording also requires consent from the performer (e.g., the singer or musician) and the phonogram producer (i.e., the owner of the master recording, usually a record label).

- ❏ *It should be remembered that CMOs do not manage the moral rights of creators and performers. Therefore, if you want to use a song in a film, advertisement, or computer game, in addition to a full set of licenses, you also need **the consent of the authors of the composition and lyrics to combine their work with your film, advertisement, or game.***

Key principle

When you want to use a finished recording in a film, advertisement, or application, you need a full set of licenses: from the author (ZAIKS), the performer (STOART or SAWP), and the producer (ZPAV or record label). Only a complete set of these three consents gives you the right to use the music legally.

The ZAIKS license alone means consent to use the song, but not the performance or recording. These are three different rights.

A license from ZAIKS may be sufficient, for example, if you want to use music in a film or promotional material and you perform and record someone else's song yourself. However, in such a case, as emphasized above, the creator's separate consent is also required to combine the song with the film or promotional material.

If the performer does not change the lyrics or composition, it is a classic *cover*. In such a situation, when the recording remains faithful to the original, only a license to use the economic rights to the song is required. Such a license may be granted on behalf of the author by ZAIKS.

However, if you make changes to the lyrics, melody, or structure of the work, it is no longer a cover, but a *derivative work*. In this case, you need additional consent from the author to interfere with the work. If the work has several authors, consent must be obtained from all of them, even if the changes only affect one layer, e.g., the lyrics alone.

The rules regarding *derivative works* apply only to copyright, and in this respect you do not need to obtain the consent of performers or producers. However, it is important to remember that performers have moral rights and may object to changes that distort their performance or damage their reputation, e.g., when vocals are taken out of context and used in an ironic or offensive manner.

If the recording and performance are yours, you generally own the rights to the artistic performance and recording.

You can find more information about the rules governing covers, remixes, and adaptations here:

<https://akademia.zaiks.org.pl/wiedza/przerobki-remiksy-covery>

- 📌 **Remember:** If you use pre-recorded music, make sure you have permission from all three rights holders: the author, the performer, and the producer. If you make changes to someone else's work by adding your own original elements, thereby creating a new version of the work, you should obtain the author's consent to use and further dispose of such a derivative work. If you record a cover on your own, you only need a license from ZAIKS.

What is a field of exploitation?

In short, it is the way in which a work is used.

The Act on Copyright and Related Rights lists the most important fields of exploitation of a work:

Fixation

Creating the first copy of a work, which can later be used for further reproduction, e.g., saving the work on a medium such as a DVD, in a computer memory, etc.

Reproduction

Making copies of a work.

Making a work available to the public

in such a way that anyone can access it at a place and time of their choosing – making a work available for use on demand, usually on the Internet, in such a way that anyone can access it at any time and place, e.g., placing a film or recording on a streaming service or other website, such as YouTube.

Placing on the market

Sale or other transfer of ownership of copies of a work, e.g., music media on CD.

Broadcasting

Transmitting a work on the radio, television, or via streaming.

Playing works in public

Playing the work in a public place using media or devices, e.g., in a café.

Public performance

Presenting a work live, e.g., at a concert, musical performance, or artistic performance.

Staging a work

Performing a dramatic work before an audience (e.g., a theater performance, musical), as well as publicly displaying or exhibiting copies of works of art or photography.

Use of other people's works: licenses, transfer of rights, and permitted use in practice

Startups often use other people's works – graphics, music, photos, or articles. The question is: *on what basis?* There are several ways to do this legally without infringing the rights of creators. These are: **licensing, acquisition of economic copyrights on the basis of a transfer of rights agreement, or permitted use.**

Licenses

A license is an agreement in which the author (or their legal successor) allows another person to use the work under specific terms.

Briefly, here are the elements that should be included in a license agreement:

01

Fields of exploitation

The ways in which the work may be used, which should be clearly indicated in the agreement.

02

The duration of the license

It should be specified, but if it is not, the law assumes a 5-year term of the agreement. If the license is concluded for a period longer than 5 years, the law treats it as a perpetual license, i.e., one without a specified end date. However, a perpetual license may be terminated by the creator.

03

Territory

E.g., Poland, Europe, the entire world. If the territory is not specified in the agreement, the license is valid in the country where the licensee has its registered office.

04

Type of license

Exclusive (only a specific licensee may use the work) or non-exclusive (the author may grant a license to multiple parties and also use the work themselves). An exclusive license must be in writing to be valid.

05

Remuneration

And its form, e.g., a one-time fee, a lump sum, or a percentage of revenue (sales). The license may be granted free of charge. If no remuneration is specified in the agreement, the law assumes that the license is subject to a fee. The remuneration must be fair and adequate to the scope of the license, the manner of use of the work, and the benefits derived therefrom. It is generally accepted that remuneration proportional to the revenue from the use of the work meets these requirements.

Transfer of economic copyright

This is a situation where the author loses their economic copyrights to another entity that acquires these rights from the creator. From that moment on, the acquirer decides how to use the work in the fields of exploitation specified in the contract. A contract transferring economic copyrights must be concluded in writing – otherwise it is invalid. If the agreement does not explicitly state the transfer of rights, the law treats it as if the creator had only granted a license, and you do not become the owner of the work.

Example: You hire a freelancer to create a logo. If you do not sign an agreement to transfer copyright, the logo still formally belongs to them. They may even block your right to use it.

An exception to this rule is when an employee, acting under an employment contract, performs this task for you as their employer. In this situation, the law states that upon your acceptance of the work created as a result of the performance of duties specified in the employment contract, the economic rights, unless otherwise specified in the employment contract, are transferred to you.

License vs. Transfer of rights

	License	Transfer of rights
What does it involve?	The author allows the use of their work under the terms specified in the license.	The author loses economic copyrights, and the new owner of the rights decides everything, and can also profit from the work.
Who decides on the future of the work?	The creator. The licensee only has the right to use the work within the scope specified in the license.	The new owner/acquirer of rights.
Scope of use	Only within the scope of the conditions specified in the license.	Full rights to exploitation specified in the agreement for the transfer of economic copyrights.
Duration	Specified in the license, and if not - 5 years. Licenses concluded for a period exceeding 5 years are considered to be concluded for an indefinite period. Indefinite licenses may be terminated by the creator.	Indefinitely, unless the copyright transfer agreement states otherwise.

Permitted personal and public use

Polish copyright law provides for so-called permitted use, i.e., situations in which you can use someone else's works without asking for the consent of the author or their legal successors.

Conditions for permitted personal use:

- applies only to works that the author has already made available to the public,
- the use is exclusively for the personal needs of a natural person and not for commercial purposes,
- it covers the circle of closest people, i.e., family and close friends,
- the name of the author and the source of the work must be provided,
- the use must not interfere with the normal use of the work or harm the interests of the creator,
- reproduction within the scope of permitted personal use may not be of a mass nature.

The law also provides for other types of permitted use, e.g.:

- for schools, universities, and scientific institutions,
- in textbooks, anthologies, and excerpts for educational purposes,
- the right to quote,
- fair use for the purposes of parody, pastiche, and caricature.

Permitted use – examples

Description	Why yes/no?	
You have a legally purchased CD and you make a copy to listen to it in your car, or you save a purchased MP3 file or e-book on your phone.	This is a single copy for personal use (Article 23(1) of the Copyright Act), within the scope of personal use.	Permissible example
Training an AI model on other people's works.	This is mass reproduction of someone else's works, which is not for personal use.	Unacceptable example

Each form of fair use has its own rules that must be followed in order to use the works legally and not infringe on the rights of the creator.

Music in a startup – when do you need a license?

If your startup operates in the music industry or uses music in any way in its activities, copyright law is of fundamental importance to you.

Why? Because music, as a work, is automatically protected by law regardless of how you use it.

The following examples will, as a rule, also apply to related rights to artistic performances or phonograms/videograms.

Examples of situations involving the use of music that may require a license:



AI and machine learning in music

If you are creating a tool for generating music (e.g., generating a soundtrack based on a prompt), you need to be careful about what you use to train AI models. Music, sheet music, and song lyrics are other people's works—without the consent of the creators or their legal successors and appropriate remuneration, they cannot be used as training data (so-called input). Ensure the legality of your datasets, i.e., license the input data for AI-generated music.

Keep in mind that generative AI creations may also infringe the rights of creators if they are too similar to existing works. The use of such output will also require the consent of the creator or the collective management organization representing them.



Music analytics and AI in audio analysis

Many music startups (especially those working with AI) base their products on music analysis — from recognizing the style and tempo of a song, through personalizing recommendations, to classifying style, mood, or instruments. This is done by processing audio files: the algorithm "sits" to the music, extracts specific features, and uses them to evaluate something or build models.

Even if you do not publish this music, but only analyze it — such processing alone may constitute a form of exploitation of the work. Very often, such analysis requires copying training data, e.g., recordings or sheet music, which qualifies as reproduction under copyright law. Using works as input data without the consent of the rights holders may infringe copyright, and any exploitation requires the consent of the creator or the collective management organization representing them.



Synchronization of music in advertisements and promotional materials

Synchronization is the combination of music with a sequence of moving images (e.g., in a film) and can be used, for example, to present a product in advertisements and reels, in promotional films or animations. Adding music to video material, even as background sound, will generally require obtaining the appropriate consent of the creators for such a combination. Any combination of a musical work with an image, including in an online campaign, is a form of using someone else's work and requires the consent of the rights holder.

Using stock music does not mean complete freedom. Although the tracks are easily accessible, each platform sets its own terms and conditions.

Some only allow private or educational use, while others require a separate commercial license.

Before adding music to your video, check carefully whether the license allows its use in combination with images and for promotional purposes. If in doubt, consult a lawyer to avoid the risk of copyright infringement and the need to remove the material.

Music in a startup – more examples



Wellness and sports tech apps

Are you creating an app for meditation, relaxation, sleep, or fitness, or working on a sports platform?

In any of these cases, remember: background music is still a form of using a work.

It doesn't matter if it's ambient, lo-fi, or an energetic playlist for interval training. Even if the music seems to be „in the background," the law takes it seriously. Therefore, check if you need a license, e.g., from ZAiKS.

- ❑ **Keep in mind:** not having a license not only puts you at risk of legal claims, but also hinders cooperation with fitness partners or integration with streaming platforms that thoroughly verify copyright issues.



Metaverse and immersive experiences (VR/AR)

Digital worlds, concerts in the metaverse, as well as VR/AR applications and games are becoming an increasingly popular way of connecting with audiences.

However, it is important to remember that transferring an event or experience to a virtual space does not exempt you from licensing obligations.

The distribution of music in the metaverse—whether it is a concert, online event, or meeting without a physical audience—is treated similarly to events in the real world. Similarly, in immersive applications and games, where music can respond to user movements or situations in the game, each such use constitutes exploitation of the work in a specific field and requires obtaining appropriate rights.

- ❑ **Remember:** An event with music in the metaverse is a form of exploitation of works. Contact ZAiKS and check whether you need a license, especially with regard to the commercial use of a work in this field of exploitation – even if it is only an online event without a physical audience.



Tokenization of works (NFT)

When selling works as NFTs, whether they are individual audio files or entire collections, you must ensure that you have obtained the appropriate rights. The NFT itself does not transfer any author's economic rights to the purchased content. It is a blockchain-based technology that does not always meet copyright requirements for licensing or transferring rights. Therefore, an NFT smart contract does not exempt you from the obligation to obtain consent to use the works. Even when music is only an addition to another work, it may require the consent of the copyright owners.

- ❑ **Remember:** if an NFT contains copyrighted music, images, or videos, you need the rights holders' consent. A blockchain-based token may represent ownership of a digital copy, but it does not grant the right to further exploit the work.



Creative tools and EduTech applications

Does your application teach people to play well-known and popular songs on the guitar or piano? Are you creating an AI-based tool that supports composers or allows co-creation of music using well-known songs as templates? Do you use fragments of music for educational purposes?

All of the above situations may involve the use of a song that may be protected by copyright – even if the material is used for educational purposes. The mere fact that an app is educational does not exempt it from the obligation to obtain the appropriate permissions, unless it uses only songs in the public domain or falls within the scope of permitted use.

- ❑ **Remember:** Even a short excerpt from a well-known work used in an educational application may require a license from ZAiKS. Keep in mind that educational use does not always fall within the scope of permitted use and may still require obtaining the appropriate permissions.

Gaming and AI in music

Gaming

If you create games – regardless of whether it is a mobile, desktop, or web project – the music used in them may be subject to legal protection. This applies to ready-made soundtracks, fragments of well-known songs, and short loops that appear in the gameplay.

Including a song that is not in the public domain in a game is a form of exploitation that absolutely requires the creator's consent. It does not matter whether the music is "just in the background" or a key element of the plot.

- ❏ **Remember:** Music in a game requires a license for the relevant fields of exploitation. This also applies to demo versions, teasers, trailers, and promotional materials in which music can be heard.

Creating songs with AI

Copyright protects works created by humans. If AI tools were used in their creation, protection is only granted if the creator retained control over the final form of the work and made their own creative decisions (so-called AI-assisted work). However, content generated independently by AI on the basis of user prompts (so-called AI-generated work) are not protected by copyright. In such cases, human input is limited at most to creative choices of prompts, which is not sufficient to consider the result a "work." The user also has no real influence on the final result—the music, image, or text generated by AI.

But what if you are the author and AI only makes corrections? If you create the graphics, text, or music yourself, and use AI only to smooth out the colors, remove the background, or correct the sound, the copyright still belongs to you. This situation is similar to using Photoshop or another editor. The condition is that you use AI as a support, not a replacement. For your own safety, document the process of creating and editing your work, maintain control over it, and ensure that your contribution takes precedence over AI input.

- ❏ **Remember:** Treat AI more like a brush or an editor, i.e., a tool in your hands, rather than an independent creator. Always check the terms and conditions of use for tools, especially those based on AI, so that you know the conditions for using the generated content.

Smart contracts and licensing automation

Blockchain opens a new chapter in copyright management and content licensing. Smart contracts make rights and payments settle themselves, and license rules are enforced without intermediaries. For the music, gaming, and digital content creation industries, this is an opportunity for a real revolution—because it works like autopilot—you set the rules, and the technology executes them.

However, it is important to remember that a smart contract is code, not a traditional legal agreement. It can act as an "engine" that triggers license terms (e.g., payment for each playback of a song), but without proper design, it will not determine what rights the user actually acquires. As a rule, a smart contract also does not meet the requirement of written form, which is necessary for agreements on the transfer of copyrights and exclusive licenses. Without the recourse to a classic contract, legal loopholes and misunderstandings can easily arise.

- ❏ **Remember:** A smart contract is a technical tool that automates the execution of a contract, but without proper design, it does not replace its content. So first, prepare a clear and complete license agreement, and only then transfer its terms to the blockchain.

Where to find help

Where to find help and knowledge about copyright law?

Copyright law can be complex, and situations related to running a startup often defy simple patterns. That is why it is worth referring to proven and reliable sources, such as:



Laws and commentaries on laws

E.g., the Act of 4 February 1994, on copyright and related rights. *(This is worth paying special attention to, as it is the foundation of the entire system of protection of creative works in Poland and the best starting point for understanding the rights and obligations related to copyright).*



ZAiKS Academy

Where you will find free materials useful for creators and startups.



Consultations with an IP lawyer

Take advantage of the help of experienced lawyers specializing in intellectual property law – both at ZAiKS and through trusted online platforms that allow you to obtain comprehensive advice without leaving your home.

- ❏ **Remember:** The sooner you ask, the less you will pay later. Consult with a lawyer, but make informed business decisions, because you are responsible for the legality of the project.

Conclusions: interesting facts and figures worth remembering

Finally, we have prepared a few interesting facts that simply illustrate the less obvious aspects of copyright law in the world of technology. These are short facts that may surprise and be useful to any startup.

- Copyright in Poland applies from the moment a work is created and expressed in a way that can be perceived – without any registration.
- AI cannot be an author. Most copyright systems around the world assume that only a human being can be an author.
- What AI generates based on a prompt, if there is insufficient human creative input, immediately enters the public domain.
- The prompt itself may be a protected work – if it is creative and original. However, this does not mean that the product created on its basis will also be protected by copyright.
- A computer program is also a work protected by copyright.
- A concert in the metaverse may require a license, just like a concert in the real world.
- Using even a short, 2-second fragment of a well-known song in an application may expose you to copyright infringement.
- Even if a file on the internet does not have the author's signature, this does not mean that it is free of copyright, as long as it is a copy of a work.
- **Investors in due diligence are increasingly asking, "Where did you get the data to train the AI? Did you obtain permission to use it?" Failure to answer is a serious red flag.**

The use of AI tools requires caution – their licenses often hide restrictions and risks. Always check the license terms carefully before using such software in your product. It is better to consult a lawyer than to take a risk on your own – otherwise, you may, for example, infringe the copyright of the data used to train the AI, use restricted material, or come into conflict with the tool provider's terms and conditions.

Checklist for startups: quick due diligence

01

Code ownership

Make sure that every programmer or freelancer has signed an agreement to transfer copyrights to your company.

02

Brand

Make sure that your startup's name and logo have been checked for conflicts with other companies in your industry and, ideally, registered as a trademark.

03

Licenses

Make sure you have the appropriate licenses to use the music, source data, and graphics used in the project.

04

Agreements with co-founders

Make sure that the documents clearly specify what happens to the copyrights after the co-founders part ways.

05

Documentation

Make sure you have a complete set of documents: organized code repositories, agreements with creators, and proof of purchase and licenses for all resources used.

Checklist for startups: what to watch out for in IP

1. **Establish ownership:** determine at the outset who owns the copyright to the source code, logo, and content.
2. **Draw up appropriate agreements:** sign a license or copyright transfer agreement with employees and freelancers.
3. **Check the name and logo:** make sure you are not infringing anyone else's trademarks.
4. **Content licenses:** only use materials for which you have a license.
5. **Use open source wisely:** check the license terms (e.g., MIT, GPL) before using the code.
6. **Music and media in the product:** remember that even music used as background in an application requires a license.
7. **AI and training data:** only use legal datasets.
8. **Protect your brand:** register your trademark as soon as you enter the market.
9. **Confidentiality:** use NDAs and protect your trade secrets.
10. **Smart contracts and new technologies** – treat them as tools that support, rather than replace, contracts.
11. **Consult a lawyer:** always seek advice before taking key steps to avoid costly mistakes.

Copyright law in startups is rarely black and white. Each project, business model, or technology can pose different risks and require an individual approach.

If you have questions or concerns after reading the Guide, or if you want to check whether your solution complies with the law, please contact us.

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