PROBLEM? RELAX. YOU'VE GOT THIS!

THE INTERNET IS SELLING MY WORK, AND NO ONE BOTHERED TO ASK ME

How to Document Unauthorized Use of Your Materials, Organize Licensing Terms, and Find the Right Professional Help Without Chasing Down the Entire Internet Yourself



Max Paradox

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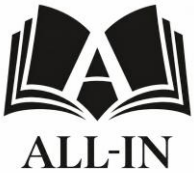
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ALL-IN Rafał Płonkowski



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INTRO

The email arrives at 9:14 on a Tuesday morning. A customer wants to know whether the discount code for your new online store is still valid. You don't have a new online store. You do, however, have a collection of original illustrations that took months to develop, and apparently someone has decided they would look wonderful on notebooks, phone cases, and downloadable prints. The customer helpfully includes a link. There they are: your designs, your distinctive details, and a product description praising the creativity of a business you've never heard of. The seller has a shopping cart, international delivery options, and a cheerful returns policy. You have a rapidly increasing heart rate and a sudden interest in learning whether outrage can be invoiced.

Your immediate reaction is unlikely to resemble the calm reasoning of a copyright specialist. You may want to contact the seller, publicly expose the business, or send a message containing several capitalized words and a creative interpretation of the phrase "legal consequences." None of these impulses is particularly surprising. Creative work involves effort, judgment, experimentation, and often substantial financial investment. Seeing someone else apparently profit from that effort can feel like discovering that a stranger has opened a restaurant using your recipes, your name, and your kitchen, while generously allowing you to wash the dishes. The situation is frustrating precisely because your work matters to you. But the decisions you make in the first hours can affect what happens afterward.

Before declaring that someone has stolen your work, however, there is an uncomfortable question worth answering: what exactly happened? The material might have been copied without authorization. It might have reached the seller through a former client, a distributor, or a supplier who claimed to possess licensing

rights. There could be an agreement you've forgotten, a misunderstanding about permitted uses, or a legal exception that requires careful examination. Sometimes the suspicious product isn't actually using your work at all, despite looking remarkably similar. None of these possibilities means you should dismiss your concern. They mean that suspicion, evidence, and legal conclusions are different things. Confusing them can turn a potentially manageable problem into a much more expensive one.

The internet makes that confusion remarkably easy. A single search can reveal dozens of apparent matches, duplicate listings, abandoned storefronts, and advertisements that look suspiciously connected. Suddenly you're opening browser tabs with the concentration of a financial investigator pursuing an international conspiracy. Three hours later, you have discovered four companies, two possible suppliers, and a person whose profile picture features a suspiciously expensive yacht. You still don't know whether a single product has been sold. A displayed price isn't proof of revenue, and a familiar image isn't necessarily proof of infringement. Without a sensible way to distinguish useful information from speculation, your investigation can expand indefinitely while producing surprisingly few answers.

This book is about replacing that exhausting uncertainty with a practical way of thinking. You will learn how to recognize situations worth examining, preserve information that may become important, and understand the difference between owning a creative work and granting someone permission to use it. You will discover why licensing terms deserve attention before problems arise, how to approach platform reporting procedures responsibly, and when professional assistance may be more useful than another evening of searching. The goal isn't to turn you into an amateur attorney with an impressive collection of threatening email templates. It's to help you understand the decisions that belong to

you, the questions that require expert advice, and the actions that may actually serve your interests.

Consider the apparently simple task of proving that a particular online listing existed. Today you can open it, examine the product, and read the description. Tomorrow the seller may change the image, remove the listing, or rename the account. A screenshot can preserve useful information, but its value depends partly on what it shows and how it was created. A close-up of your artwork without the surrounding listing may leave important questions unanswered. An orderly record of the relevant page, its identifying details, and the circumstances of your observation is often more helpful. Serious disputes may require more reliable methods of preserving evidence. The important starting point is understanding why documentation matters before frustration inspires you to contact everyone involved.

Licensing introduces a different kind of difficulty. Creative professionals sometimes agree to remarkably broad arrangements using remarkably small sentences. "Sure, you can use it" sounds friendly and efficient until someone asks whether that permission included merchandise, advertising, redistribution, or future products. A client who paid for a design may believe the payment included every conceivable use. The creator may remember agreeing only to a particular campaign. Neither person's memory automatically determines the legal position. Agreements, applicable law, and the actual circumstances matter. Clear licensing practices can reduce confusion and make legitimate collaboration easier, although even the most carefully written contract cannot guarantee that every participant will behave as expected.

Then there's the question of whom to contact when something goes wrong. An online marketplace, an individual seller, a manufacturer, and a payment provider may all be connected to one product without performing the same role. Sending identical demands to everyone whose company name appears on a website

rarely creates clarity. Platform complaint systems can be useful, but their requirements and consequences differ. Some procedures involve formal declarations, the disclosure of identifying information, or opportunities for the other party to challenge a complaint. Choosing the correct route matters. So does recognizing when an intellectual property lawyer, a technical specialist, or another qualified professional should take over. The fact that a form has only six boxes doesn't mean the legal questions behind it are simple.

Money and time complicate matters further. You may have limited savings, ongoing client commitments, and absolutely no desire to spend the next year arguing with a seller on another continent. Not every questionable use deserves the same level of attention. Some situations may involve significant commercial consequences or urgent legal deadlines; others may justify clarification, monitoring, or a conscious decision not to pursue further action. Those choices deserve careful consideration, especially where legal rights or time limits are involved. This book won't promise that every dispute can be won, every unauthorized copy removed, or every financial loss recovered. Outcomes depend on facts, evidence, applicable law, and circumstances you may not control. General guidance cannot replace advice tailored to an individual case.

There is also a danger that receives too little attention: protecting your creative work can gradually become an activity that prevents you from creating anything new. You start checking suspicious websites during breakfast, answering notifications throughout the afternoon, and researching unfamiliar sellers long after everyone else has gone to bed. Eventually your most consistent creative output is a collection of folders labeled "INFRINGEMENT." Protection should support your work, not consume the life you've built around it. Learning when to investigate, when to seek help, and when to stop is part of handling

the problem responsibly. You don't need to patrol the entire internet to take your rights seriously.

So imagine receiving that Tuesday morning email again. The surprise will probably still sting. You may still feel angry, and you may discover that the situation is more complicated than you hoped. But instead of launching an improvised global investigation, you can begin with the right questions, preserve what matters, examine what you actually know, and decide which kind of assistance makes sense. You can remain firm without becoming reckless, cautious without becoming passive, and protective without treating every potential customer as a future suspect. Your work deserves thoughtful protection. Your time, reputation, and peace of mind deserve it too. The internet already has enough people working around the clock. There's no reason you should have to join them.

Chapter 1 - That's My Work! So Why Is Someone Else Selling It?

The first clue is a spelling mistake. A small one, admittedly, but one you remember making because it survived three rounds of revisions and an increasingly desperate conversation with your own computer. You designed a beautifully illustrated set of cooking cards for an independent food publication. Six months later, a stranger is selling downloadable kitchen posters featuring your illustrations, your layout, and the same unfortunate typo in the word "cinnamon." Apparently, whoever prepared the listing was sufficiently impressed by your work to reproduce it faithfully, including the evidence that you are human. The product description calls the collection "exclusive artwork." You find that description particularly interesting, considering that you are the artist and nobody has invited you to the exclusivity negotiations.

Your first instinct is to establish ownership by announcing, preferably in capital letters, that you made the original. That may be true, and it may be important. But before deciding what somebody has done wrong, you need to understand what is actually happening. The internet can show you a product, a seller, a price, and a claim about the contents of a download. It cannot automatically tell you whether the seller has permission, where the files came from, or which rights are involved. Those are separate questions. Treating them as one enormous accusation may feel satisfying for approximately seven minutes, after which you are left with the same unanswered questions and a message you wish you had edited.

The distinction matters because the phrase "someone is selling my work" can describe several very different situations. A business might be distributing unauthorized copies of your digital files. It might be selling merchandise featuring your artwork. It might be

reselling a physical item that was originally sold lawfully, or offering a product whose promotional photograph happens to include your design. Someone may even be advertising work that resembles yours without having reproduced any protected part of it. These situations can raise different legal and practical questions. The presence of your creation in a commercial environment is a reason to investigate, but it is not a complete explanation of what rights have been exercised or whether they have been infringed.

What exactly is being offered?

Imagine that the cooking cards appear in three different online listings. The first offers a digital file containing the original illustrations and text. The second advertises printed cards delivered by post. The third offers an unopened, previously purchased set from a discontinued collection. They may display similar photographs, but the underlying transactions are not identical. Reproducing and distributing new copies may raise questions different from those arising when someone resells a lawfully acquired physical copy. Depending on the jurisdiction and circumstances, particular rights may have been exhausted in relation to an individual item, while reproduction or other uses remain restricted. You cannot settle those distinctions simply by pointing at the product photograph and saying, "Mine."

A useful starting point is therefore to describe the offer without interpreting it. Is the customer purchasing a physical object, a downloadable file, access to a service, or permission to use some material? Does the description promise editable artwork, commercial reuse, or redistribution rights? Can you identify which elements of your creation appear in the product? In the cooking-card example, a listing offering the original design files is different from one displaying a photograph of a card as part of a secondhand collection. The distinction may influence which information you need, what questions you ask, and whether specialist advice becomes necessary.

You also need to distinguish the visible storefront from the person who may have supplied the material. A seller using an online marketplace might be independent of the marketplace operator. A print-on-demand service might manufacture products uploaded by someone else. An affiliate website might advertise another company's offering without controlling its contents. These relationships can affect responsibility, available information, and practical options. Do not assume that the first recognizable company name on the page identifies the person who chose to use your work. Equally, do not assume that outsourcing production automatically removes a business's potential responsibilities. Understanding each participant's role is considerably more useful than sending identical accusations to every organization mentioned in the footer.

A familiar idea is not necessarily a copied work. Suppose you create a series of minimalist posters depicting coastal towns with bold geometric shapes. Later, another designer releases posters featuring coastal towns, geometric shapes, and a similar color palette. You may dislike the resemblance, particularly if your collection has become commercially successful. Nevertheless, general concepts, artistic approaches, and particular creative expressions can be treated differently under copyright law. The extent of protection depends on the work and applicable rules. A similar subject or fashionable aesthetic does not automatically establish copying. What deserves closer examination is the actual expression: the arrangement, distinctive details, particular illustrations, and other potentially protectable elements.

At the opposite extreme, a reproduction need not be perfectly identical to raise legitimate questions. Someone may remove your signature, replace the background, rearrange components, or incorporate your artwork into a larger design. Those alterations do not automatically establish either infringement or lawful use. A careful comparison should identify what has been retained,

changed, or added, without treating every difference as proof of originality. If the cooking-card seller has redesigned the borders but preserved your illustrations and substantial text, the change in appearance may not answer the important questions. Nor should you claim that every common decorative element belongs exclusively to you. Accuracy strengthens your position; exaggeration gives everyone another argument to have.

Being the creator is the beginning of the story

Creators understandably attach considerable importance to the moment of creation. You remember drawing the first sketches, rejecting several versions, and finally producing something worth showing the world. However, authorship and the right to control a particular use are related but not always identical matters. Employment arrangements, assignments, licenses, joint creation, and applicable law may influence who holds relevant rights and what each party is permitted to do. You may have created the material while another party obtained certain economic rights through a valid arrangement. Alternatively, you may retain rights despite having delivered the finished work and received payment. The circumstances matter more than whichever party sounds most confident.

That is why tracing the history of a disputed work can reveal information your initial outrage overlooked. Perhaps a client commissioned the illustrations and later authorized a distributor to use them. Perhaps the supposed authorization exceeded the client's rights. Perhaps the seller obtained files from a third-party supplier whose claims about licensing are questionable. None of these possibilities can be established merely by reading a storefront. They are reasons to distinguish what you know from what must still be checked. A seller's assurance that everything is licensed is not automatically conclusive, but neither is your inability to remember granting permission proof that none exists.

The distinction becomes especially important when a work combines several contributions. Imagine that you designed a promotional booklet using your original illustrations, photographs supplied by a customer, and a typeface licensed from a specialist provider. If someone reproduces the booklet, your interests may concern particular components rather than every element contained in the finished product. Different contributors may hold different rights. It is therefore sensible to identify your own creative contribution and the relevant agreements before asserting ownership over the entire publication. You don't need to become suspicious of everything you've ever designed, but you should know which parts you can properly speak for.

A separate difficulty arises when a photograph of your creation appears in an unfamiliar advertisement. The photographed object might belong to someone who acquired it legitimately, while copyright in artwork appearing on the object remains a different issue. Possessing an item, owning an image file, and holding permission to reproduce a protected work are not interchangeable concepts. Different rules may govern the particular use, including exceptions or limitations under applicable law. Rather than guessing the outcome, identify exactly what the advertisement is doing and which rights might matter. That question gives a qualified adviser something concrete to assess.

The first useful response is usually a description

When you encounter a suspicious listing, resist the temptation to turn your initial impression into a dramatic legal narrative. Instead, write down a straightforward account of the discovery. Identify the material, the particular listing, the way it is presented, and the elements you recognize. Note whether the page offers a purchase, shows a price, or makes claims about licensing. Preserve the relevant page information before contacting anyone who might change it. The purpose is to establish a reliable starting point, not to gather every digital footprint associated with the seller's

existence. Evidence preservation can require more formal methods in serious disputes, but even an ordinary factual record is more useful than an increasingly elaborate theory.

Keep your wording proportionate to what you actually observed. "The listing offers a downloadable file containing artwork that appears to reproduce my original illustrations" describes a specific concern. "This company has stolen thousands of copies and made a fortune from my designs" asserts facts that may be entirely unsupported. You may eventually obtain information about sales volumes or financial consequences, but a visible price tells you neither how many purchases occurred nor what profit the seller earned. Even a prominently displayed popularity indicator may not reveal how it was calculated. It is surprisingly easy to manufacture an enormous financial claim using nothing more than an attractive retail price and an adventurous imagination.

Not every discovered use deserves an immediate confrontation. A minor, ambiguous similarity may warrant little more than a preliminary check. A listing offering complete copies of an important commercial product may justify closer attention. A situation involving ongoing substantial harm, threatened loss of important evidence, or a relevant legal deadline may call for prompt professional advice. You cannot determine urgency entirely from how angry the listing makes you. Ask what could change if you delay and whether a specific action is needed to protect your interests. If the answer depends on uncertain legal rules, seek qualified guidance rather than treating a search result as the final authority.

Consider what happens if the seller replies that the material came from an authorized wholesaler. That statement neither resolves the matter nor deserves automatic dismissal. It identifies a possible source of information. You may need to examine previous arrangements or obtain legal advice about whether the claimed

authorization covers the particular use. If the seller instead removes the product without explanation, the disappearance does not necessarily establish liability or reveal how long the listing was active. The practical lesson is to avoid building your entire assessment around a single reaction. What matters is the fuller picture that emerges from the available evidence and relevant agreements.

There is also a personal boundary worth establishing early. A creator who discovers one questionable listing can easily spend the following week searching every product category, social account, and archived advertisement connected to the seller. That activity may occasionally uncover something relevant, but it can also consume hours without changing the next sensible decision. Before expanding your investigation, ask what additional information would genuinely affect your response. If you cannot identify that information, the investigation may be turning into a substitute for decision-making. You are allowed to stop looking while the problem remains unresolved, provided you have considered any genuine urgency or legal deadlines.

The cooking-card designer, for instance, does not need to establish the seller's entire commercial history before identifying the immediate concern. It is enough to recognize that a particular listing appears to offer recognizable creative material, establish what the product contains as far as reasonably possible, and distinguish known circumstances from unanswered questions. That information can support an appropriate decision about further examination, contact, reporting, or professional advice. A full account of the seller's business might eventually become relevant, but it should not be treated as a prerequisite to every next step. Investigating everything is rarely the same as understanding what matters.

Perhaps the most valuable change is learning to separate your sense of ownership from your assessment of an event. Your work

can be deeply personal and commercially important without every similar-looking product being an infringement. You can have a legitimate concern without already knowing who is responsible. You can also discover a serious problem without needing to settle its entire legal significance before lunchtime. Those distinctions make you more effective, not less committed to protecting your creations.

So when you next encounter an unfamiliar product displaying something unmistakably familiar, don't rush to become its prosecutor, forensic analyst, and financial auditor simultaneously. Start with the question that produces usable information: what precisely is being offered, and how does it relate to my work? The answer may not settle everything, but it will tell you what needs examining. That is a considerably better position than spending the evening arguing with a stranger about who owns the word "cinnamon."

Chapter 2 - Nobody Asked Permission. Or Did They?

The reply arrives on Thursday afternoon, signed by someone with the reassuring job title "Head of Brand Partnerships." It contains a sentence that immediately ruins your confidence: "We understand your concern, but we obtained permission to use these materials." You read it twice. You are the illustrator who created the artwork. You remember every frustrating revision, every rejected color scheme, and the client who insisted that the finished design needed to feel "more approachable, but also more premium." You certainly don't remember giving this particular company permission. Yet the sender sounds entirely comfortable with the arrangement, as though the authorization were sitting in a neatly labeled filing cabinet while you were simply being forgetful. Somewhere between indignation and uncertainty, you realize that proving you created something is not quite the same as establishing who may use it today.

Permission is rarely as simple as the word suggests. A creator can authorize one kind of use while retaining control over others. Rights can be assigned, licensed, shared, or subject to arrangements that depend on the applicable law. Sometimes an authorization is clear and carefully documented. Sometimes it exists in a collection of emails whose participants believed they were agreeing on one thing while actually discussing three different things. The difficulty is not necessarily dishonesty. People frequently use everyday words such as "buy," "own," and "use" without distinguishing the legal or commercial consequences. Everybody understands the conversation perfectly until somebody decides to do something that wasn't mentioned.

Consider Naomi, a freelance designer commissioned to create a cover illustration for a small publishing company. The publisher

explains that the artwork will appear on a novel and in associated promotional materials. Naomi completes the project, delivers the files, and receives payment. Eighteen months later, she discovers her illustration on a collection of journals sold by a merchandising company connected to the publisher. She has no recollection of discussing journals. The publisher insists that the artwork was purchased outright. Naomi believes she agreed to a limited book-related use. Both may genuinely remember the original transaction differently. The important question is not whose confidence sounds more convincing, but what the actual arrangements and applicable rules establish.

Start with the agreement, not the argument

The word "purchased" can conceal an astonishing range of possibilities. A customer may have bought a finished physical object, paid for the creation of artwork, obtained a license to use it, or acquired certain intellectual property rights. These arrangements are not automatically equivalent. Delivering an editable file does not necessarily transfer every copyright interest associated with its contents. Equally, retaining a copy of the file does not establish that the creator retained unrestricted economic rights after signing an assignment. What matters is the nature and scope of the transaction, together with the relevant legal requirements. Those requirements differ across jurisdictions, especially regarding employment, commissioned works, and the formalities needed for particular transfers.

Naomi's first task is therefore to find the actual terms of her commission. She should examine the signed documents, relevant correspondence, quotations, and any agreed conditions incorporated into the project. The purpose is to understand the transaction as a whole. A clause giving the publisher permission to reproduce the artwork on covers and promotional materials might raise different questions from a broader assignment of economic rights. A document mentioning merchandising or sublicensing

could be significant even if Naomi doesn't remember discussing those subjects. Conversely, the publisher's assurance that it paid a generous fee does not, on its own, explain precisely what rights were acquired.

Sometimes there is no single document containing the complete answer. The quotation describes the artwork, the invoice refers to a design service, and an email discusses intended use. A later message may modify an earlier understanding, although its legal effect depends on the relevant rules and any required formalities. It is tempting to select whichever sentence supports your position and declare the matter settled. A more reliable approach is to examine the complete relevant exchange, including inconvenient passages. When important terms remain ambiguous, a qualified intellectual property professional can help assess their significance. Neither party should assume that the absence of a beautiful, twenty-page contract automatically produces the interpretation they prefer.

Scope is where innocent-sounding permissions become complicated. "You can use this illustration for the launch" seems clear until somebody asks what counts as the launch. Does it include advertising displayed months afterward? Does the permission cover a revised edition, an international release, or merchandise sold alongside the book? These questions aren't evidence that every commercial partner is secretly plotting to acquire unlimited rights. They demonstrate how creative material can travel into new uses as a business develops. The relevant agreement may expressly permit those uses, exclude them, or leave questions requiring interpretation. The fact that a new application is commercially attractive does not automatically make it authorized.

Following permission through other people's businesses

A particularly troublesome situation arises when a third party claims to have received the material through an authorized