

AI ONLINE APPS AND COPYRIGHT

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Abstract

The present paper outlines the main aspects of copyright in relation with Artificial Intelligence internet applications. We will analyse the three AI apps which we consider to be most relevant at the moment and which have the biggest potential for growth: ChatGPT, owned by OpenAI; Gemini, owned by Google; Copilot, owned by Microsoft. While there are many more other AI platforms on the market, we consider it important to review the terms and conditions of the main ones, also because the other programs will most probably follow their lead. This is particularly problematic given that AI is now being used on multiple layers: personal, so in the day to day activity of individuals; professional, at work, irrespective of the fields our jobs fall in; governmental, given that the digitalisation of leadership at that level also involves AI right now. There is also the complicated question of who owns copyright over the input and output of AI apps. And whether artificial intelligence can be a creator or not, in the present legal framework. We will also refer to current litigation cases in the field of AI and practical examples, showing how AI works on different platforms if we give it particular instructions and ask it to create in our name.

Keywords: artificial intelligence, copyright, AI applications, terms and conditions, AI Act.

1. Introduction

Artificial Intelligence caused much discussion (and even fear) when it started to be used by the general public. Will it replace humans? Are jobs going to disappear? Or will it simply make our life better?¹ Just like the industrial revolution, the current AI revolution is a pivotal point for humanity.

In June 2024, the new AI Act was introduced. While we dare say it was long overdue, given that artificial intelligence was starting to get a larger and larger role in the European (and also global) market, we consider the document to be a great start. Why just 'start'? Because artificial intelligence is so rapidly developing, that we strongly believe legislation will also need to keep up.

It is no surprise that European law was the first to tackle the subject of AI. Romanian local legislation is nowhere near offering a proper legal document that sets boundaries in this field². And another more comprehensive, global legal act would for sure be too complicated to arrange, between the list of signatory parties, international interests and actual legal framework.

But besides actual legislation, each AI application has another set of documents that provide rights and obligations to the general public – their own Terms and Conditions or Terms of Use. They are, in a way, their own "law" created by the application owners. You use the app? Then you must comply with them. You do not like their provisions? Ok, no problem, find another application that suits your needs better.

We will hereby address some particularities of the main 3 platforms commonly used in the AI field: ChatGPT, Gemini and Copilot.

2. ChatGPT, owned by OpenAI

According to Open AI terms of use³, the platform holding ChatGPT, what the user enters in the platform is called Input and what the program offers the user is Output. Together they are considered Content.

The term Copyright is only referred in the Complaints section of the Terms of Use (in short, ToU), which is quite short, compared to the rest of the document. So it is safe to say that copyright was in no way a priority of the developers of this application, which we consider to be slightly concerning. Especially for a platform that can

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¹ For an extensive discussion on AI and copyright, see C. R. Romitan, *The Impact Of Artificial Intelligence On Copyright*, published in The Romanian Intellectual Property Law Journal (RRDPI) no. 3/2025, pp. 9-34.

² On a separate note, it seems that AI is mostly connected to civil law. But there are also significant implication in the criminal side of law. For an extensive discussion in this field, see G. Ciocan, *Decision-Making Entropy In Criminal Justice: A Artificial Intelligence-Assisted Approach*, published in The Romanian Intellectual Property Law Journal (RRDPI) no. 3/2025, pp. 61-102.

³ <https://openai.com/policies/row-terms-of-use/> accessed on 22.12.2025.

only exist using the input, so therefore, creation of third parties. Simply put, if nobody was introducing data in the AI program, it would not exist. And if the program would not freely use information that already exists on the internet in order to “feed” its systems and to grow, again, it would not have come to life.

The ToU mention an address that you can write to if you believe the platform infringes your copyright⁴ and the way this complaint should be made⁵. We do believe such transparency and openness when it comes to notifying and potentially fixing copyright problems is refreshing. However, we also believe this comes more of a way to make sure as many complaints as possible are solved amicably and do not reach the courts of law. Moreover, since the sums on which such cases would be judged can be quite substantial.

Even according to Romanian law, only a physical person can be the creator, the author of work protected by copyright⁶. So a legal entity cannot be considered an author. But infringement has no such limitations. Therefore, even when it comes to Romanian law, only natural persons can create, but even a company, platform or AI program could produce acts that infringe upon another’s copyright.

But what is the consequence if copyright is infringed using the OpenAI platform? ToU mention they will delete or disable this content. So, for example, we can imagine that a graphic designer who tests ChatGPT and the result is work that he already created (and published on his own website, protected by copyright), they can notify OpenAI of this infringement and its content will be eliminated from ChatGPT database.

However, we do see a couple of potential problems with this approach. Firstly, which is the authority to decide if copyright infringement took place or not? Based on the ToU, the AI platform takes this decision. Which is not a bad thing in itself, because it leaves room for amicable resolution of disputes. But what if OpenAI refuses the request of the creator, who is indeed right? Or just ignores their claim? The ToU do not mention a set duration for a response to be issued. Or a higher authority that the author can resort to, should this infringement take place. Which means that in that specific case, the only way is to go to court, which includes substantial resources of both time and money, which a simple internet creator might not dispose of.

Also, the wording itself is somehow questionable: we may delete content that we believe violates these terms. This gives a lot of powers to the AI platform, moreover since no guidance is offered regarding the rules of infringement. Is there a team at OpenAI specialised on copyright? Do they actively check if the AI content infringes the rights of other creators? Or are such checks only performed upon request, leaving the authors to fight for their own rights and claims, without any aid? This is also problematic because in many jurisdictions, including Romania, copyright exists by itself. For example, we own a database with trademarks that are protected by Romanian authorities (OSIM) and European ones (EUIPO). But we do not have such a thing for creators and copyright, as their rights simply exist because their work exists, without special registration⁷.

If we further analyse the ToU when it comes to copyright infringement, we see that OpenAI offers an entire list of request when it comes to such notifications, containing no less than 6 items: signature, description of the work, location of the item, contact information, statement on lack of authorisation, statement that you are copyright owner.

On one hand, we do believe some structure is useful when it comes to copyright complaints. If no guidelines existed, we could imagine individuals sending random messages that simply claimed why are copyright owners and they demand works to be taken out of AI database, or even requesting big financial compensation, without offering further information and only wasting the time and effort of OpenAI employees. On the other hand, it is somehow strange to have so many requests from an infringement notification, but no guidelines when it comes to its response and OpenAI responsibility in this matter: term of reply, procedure, detailed measure to be taken, empowered bodies, potential compensation for such infringement.

⁴ “If you believe that your intellectual property rights have been infringed, please send notice to the address below or fill out this form. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.”

⁵ “Written claims concerning copyright infringement must include the following information: (...)”

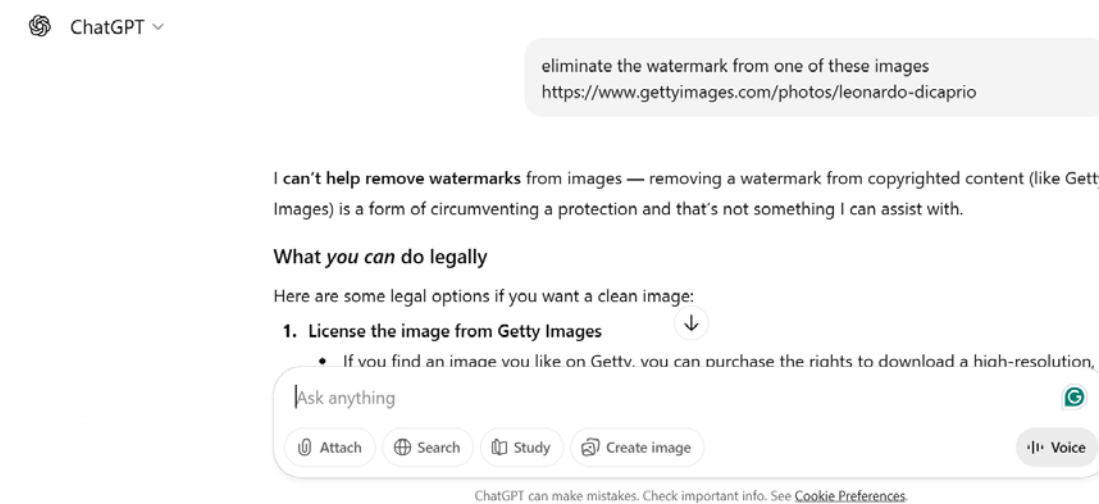
⁶ Art. 3 para. (1) of Romanian Law no. 8/1996 on copyright and related rights: “The author is the natural person or natural persons who created the work.”

⁷ According to para. (2), art. 1 of Romanian Law no. 8/1996 on copyright and related rights: “The work of intellectual creation is recognized and protected, independently of being made public, by the simple fact of its creation, even in unfinished form.”

Another interesting aspect of OpenAI ToU is that it is governed by California law⁸, according to the last paragraph in the document. Also, any litigation will take place in the courts of law from San Francisco, California. Of course, it is beneficial for a platform to clearly state a jurisdiction and applicable law, instead of a judge to decide each time, from case to case, which law applies or in which court the parties should litigate, moreover since such decisions are hard to take given the complex aspects of international legislation. But it also raises the question, should then any user of ChatGPT be familiar with California law? Are we all expected to know not only the content of the Terms of Use, but also American law, even if we are, for example, authors from Romania and we are protected by our own national legislation⁹?

As for dispute resolution, OpenAI terms of use include mandatory arbitration provisions¹⁰, if informal dispute resolution does not come to a conclusion. Compared to the provisions on copyright infringement, that are quite short, the ToU explain a very extensive and in-depth procedure when it comes to dispute resolution: Mandatory Arbitration, Informal dispute resolution, Arbitration forum, Arbitration procedures, Exceptions, Class And Jury Trial Waivers, Batch arbitration, Severability.

Despite the potential problems seen above, OpenAI seems “open” to comply as much as possible with copyright rules and even refuses to perform acts that might infringe upon a creator’s rights. For example, if you ask the program to eliminate a watermark from a picture, they refuse to do so and redirect you to the respective website, suggesting you actually buy the rights to use that work yourself:



Although it does not specifically refer to the word copyright, maybe the most important fact mentioned in the ToU, as far as intellectual property is concerned, concerns the Content. This consists of Input (what you enter in the platform) and Output (what comes out of the platform when you offer input). And OpenAI offers its users ownership of Content, retaining their ownership of Input and also owning the Output.

So, for example, if you provide OpenAI instructions to create a story, outlining a certain plot, characters and timeline, you will own rights both over these instructions and the story that is created. So you can share it online, print it, do whatever you want with it without infringing any copyright. However, that is how things are presently with the existing ToU. If they change, so if the AI program creators decide they want to own and use all Output exclusively or even gain powers over the Input.

⁸ "Governing law. California law will govern these Terms except for its conflicts of laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco, California."

⁹ According to art. 201 of Romanian Law no. 8/1996 on copyright and related rights: "The following shall benefit from the protection provided for by this law: a) works whose authors are Romanian citizens, even if they have not yet been made public".

¹⁰ "You and OpenAI agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a "Dispute"), through final and binding arbitration. You may opt out of arbitration within 30 days of account creation or of any updates to these arbitration terms within 30 days after the update has taken effect".

But is really copyright in question here¹¹? Generally speaking, but also specifically according to Romanian law¹², a work can only be subject to copyright if it provides creative value. For example, if I ask AI to change the Mona Lisa picture to have blue background, the result might be quite similar to the initial work of art and offer zero creative value. But if AI is required to change the same Mona Lisa picture in a more extensive and specific manner, for example to resemble the work of Picasso, making it more abstract and unrecognisable, the result could turn into creative art.

Figure 1 Work created by ChatGPT

change the mona lisa picture to resemble the work of Picasso in a creative manner

Image created • Cubist Mona Lisa in vibrant abstraction



Is this work replicable? Of course, anyone who has access to a PC or mobile phone can provide ChatGPT with the same instructions and maybe get a similar result. But is the result not art, simply because ChatGPT is used to produce it? Not necessarily.

Normally, a unique, physical person is the creator is work subject to copyright and humans cannot produce identical art more than once. But there are still ways to duplicate works, like the printing press for books, printers and even the old technique of lithography¹³. And the results are still art, much of it subject to copyright according to intellectual property law.

¹¹ See C. R. Romițan, *Can works generated or assisted by artificial intelligence be subject to copyright?*, published in The Romanian Intellectual Property Law Journal (RRDPI) no. 3/2024, pp. 85-86.

¹² According to para (1), art. 1 of Law no. 8/1996 on copyright and related rights: "The copyright in a literary, artistic or scientific work, as well as in other works of intellectual creation, is recognized and guaranteed under the terms of this law. This right is linked to the person of the author and carries moral and patrimonial attributes."

¹³ Lithography is a planographic printmaking process, when a design is drawn on flat stone, or prepared metal plate, then affixed using a chemical reaction. <https://www.metmuseum.org/perspectives/materials-and-techniques-printmaking-lithograph> accessed on 28.12.2025.

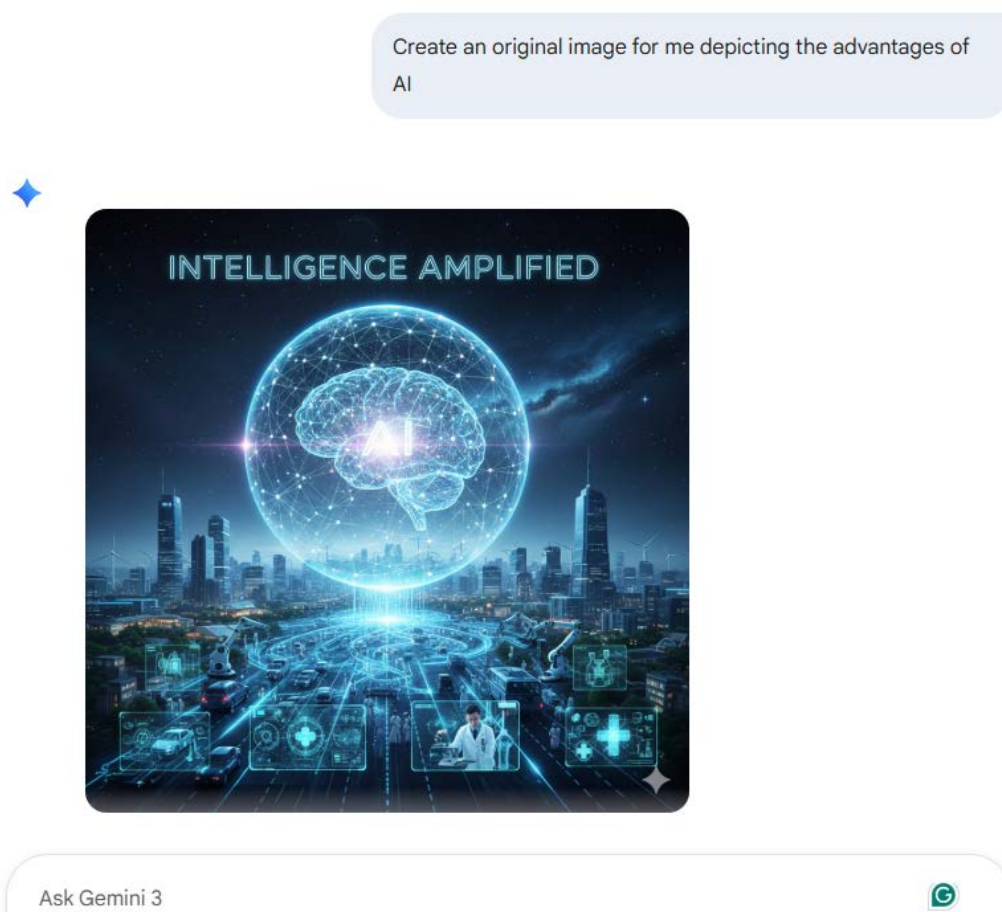
3. Gemini, owned by Google

Gemini is another application, developed by Google. According to Internet sources¹⁴, at the end of 2025 ChatGPT has the most downloads and 5 times more users than other AI app. But Gemini is also quite popular, and being created by Google it has much potential of growth, maybe more than any other AI product on the market. How much it will actually grow, this remains to be seen.

Going back to the actual Terms of Use of Gemini¹⁵, they are in fact intertwined with Google ToU¹⁶ and also additional Gemini API Additional Terms of Service¹⁷ will apply. Certain provisions of these ToU might seem useful, but are mostly impractical. Like the age restrictions¹⁸ – can we really imagine that people under 18 year old will not use this platform, like a teenager trying to do research for school or write an essay more easily?

But others are much more useful and have actual legal impact. For example, the provisions on “Use of Generated Content” expressly states that Gemini allows users to generate original content. This is a significant declaration, by which Google accepts that AI creations can indeed have originality. And that takes us one step closer to actually being protected by copyright. We can even use Gemini, like any other AI app and ask them to produce original works.

Figure 2 creation of Gemini at our request



But most importantly, the ToU mention that Google will not claim ownership over this original content created by users. This of course provides significant encouragement of users not only to create, but also to distribute this original work online and in other manners.

¹⁴ <https://backlinko.com/most-popular-ai-apps> accessed on 28.12.2025.

¹⁵ <https://gemini.google.com/> accessed on 28.12.2025.

¹⁶ <https://policies.google.com/> accessed on 28.12.2025.

¹⁷ <https://ai.google.dev/gemini-api/terms> accessed on 28.12.2025.

¹⁸ "Age Requirements. You must be 18 years of age or older to use the APIs. You also will not use the Services as part of a website, application, or other service (collectively, "API Clients") that is directed towards or is likely to be accessed by individuals under the age of 18."

For example, if an author of children books uses Gemini to create its illustrations and publishes this book as it is, Google should not be entitled to any of the author's proceeds from the sales or even have the power to demand them to retract their work in any way. Actually, this is not only an hypothetical example. In 2023, Carmen Ivanov and Paginarius Publishing launched the Romanian kids book, "A Monster on vacation", considered to be the first Romanian book that had illustrations created with AI.¹⁹

However, just like ChatGPT ToU, the program owners can change Gemini ToU at any moment.

Figure 3 Excerpt from the website

Home > Gemini API > Docs

Gemini API Additional Terms of Service

Effective December 18, 2025

To use [Gemini API](#), [Google AI Studio](#), and the other Google developer services that reference these terms (collectively, the "APIs" or "Services"), you must accept (1) the [Google APIs Terms of Service](#) (the "API Terms"), and (2) these Gemini API Additional Terms of Service (the "Additional Terms"). Terms that are not defined in these Additional Terms have the meanings given in the API Terms.

This is of course a complicated topic, because naturally terms of use can change for any internet page at any time. It would be impossible to hold such a document in the same way, in an industry where everything is moving at such a rapid pace. Not to mention that this also follows the general lifespan of the rule of law – laws are mobile, they change frequently. This is also useful for its subjects, because new law can better reflect the current realities of our world. Just like updated Terms of Use can better benefit the users, but of course, also the owners of the platform themselves. So, as users, we should indeed read and comprehend the terms and conditions of websites we use and also their changes, that are normally notified to us if we own an account.

Going back to Google Terms of service, that generally apply to Gemini as well, the document is quite complex, compared to OpenAI ToU. This is only natural, given the complexity of Google platform itself. They are older and more extensive than OpenAI, although the latter introduced artificial intelligence to the public earlier and with greater success.

But the main problem still remains: Gemini is a program, not an actual person. So legally they cannot be a creator and own copyright over the work created by users, who offer their instructions. Just like any other AI application, we do not see any possibility of a computer program to own rights over their own creation, nor could the user actually be able to claim exclusivity, given that said work is indeed not its creation.

This problem might eventually be resolved when an actual case of law on this subjects reaches the courts. But in the meantime, Gemini is subject to different types of litigation²⁰. At the end of 2025, Gemini was subject to a class lawsuit claiming that the program was turned on for all the users of Gmail, Chat and Meet, tracking their communication without their consent. Allegedly, Google violated the California Invasion of Privacy Act, the California Computer Data Access and Fraud Act, the Stored Communications Act and California's constitutional right to privacy. The lawsuit is filed as Thele v. Google LLC, Case No. 5:25-cv-09704, in the U.S. District Court for the Northern District of California and its result might consist in important jurisprudence in the field of artificial intelligence.

4. Copilot, owned by Microsoft

While it does not have as many users as other AI platforms, Copilot has substantial potential of growth in the future. Like Gemini is developed by Google, Copilot is part of Microsoft 365, a packaged developed mainly

¹⁹ <https://start-up.ro/prima-carte-de-copii-in-romana-ilustrata-cu-ajutorul-inteligentei-artificiale/> accessed on 28.12.2025.

²⁰ <https://topclassactions.com/lawsuit-settlements/lawsuit-news/google-hit-with-lawsuit-for-turning-on-gemini-ai-without-consent-to-read-communications/> accessed on 28.12.2025.

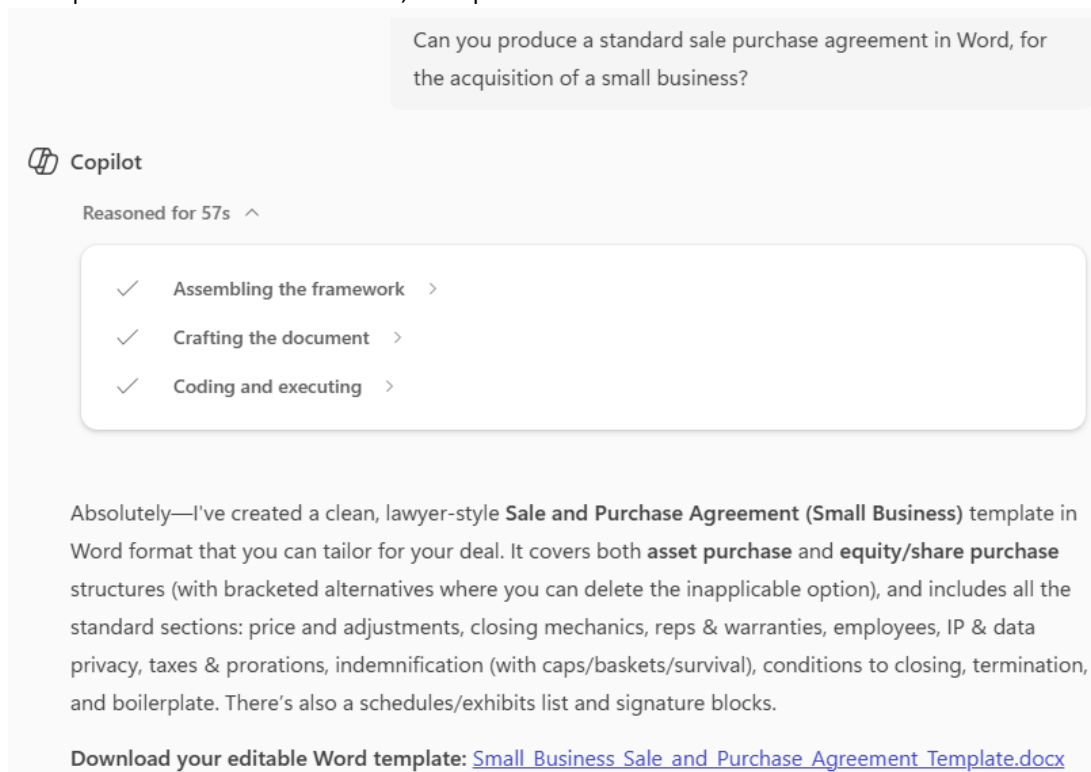
for business, but also used by individuals. Programs like Word, PowerPoint and Excel have been used for decades. And now Copilot, an AI assistant, is among them and helping individuals use these programs even better.

So while other AI tools mainly exist by themselves, helping people obtain information faster, analysing data and producing code or images, Copilot can also do all of that. But it is also a feature implemented in other programs in the Microsoft package and can be turned on or off according to the desire of its user.

The AI tool was released initially in February 2023²¹, as part of Bing, the Microsoft internet search engine (Google's direct competitor) and Microsoft Edge, the internet browser (competitor for programs like Google Chrome or Mozilla). Then it raised to popularity especially among office workers, given that its privacy seems to surpass other platforms. In other words, at present, the information you provide Copilot is safer and cannot be used further by the platform or other users.

For example, a lawyer working on a sensitive case might need to keep that information confidential, not only for personal preference, but also for the sake of their client. And, of course, because the law prohibits them for sharing such information. So when trying to format a document last minute they might rather use the Copilot feature of Microsoft Word, instead of uploading said document on ChatGPT or Gemini. According to their terms of use, apparently your data is "protected against AI security and copyright risks" and "isn't used to train foundation models"²².

So here another very important topic is introduced. Besides who owns copyright over AI work (which is still in question, but we are sure Copilot does not 'steal' copyright over data you give it), it is very relevant that this AI platform does not use your information for training purposes. Going back to the example of the lawyer, if you work in M&A and draft an agreement for the acquisition of a big medical company, for millions of dollars, you might not want the information of the price or any other data of the transaction to be leaked. Or the terms of your drafts to be used to help other lawyers prepare their own legal documentation, given that Copilot can easily be used to produce documents from zero, example below:



Can you produce a standard sale purchase agreement in Word, for the acquisition of a small business?

 Copilot

Reasoned for 57s ^

- ✓ Assembling the framework >
- ✓ Crafting the document >
- ✓ Coding and executing >

Absolutely—I've created a clean, lawyer-style **Sale and Purchase Agreement (Small Business)** template in Word format that you can tailor for your deal. It covers both **asset purchase** and **equity/share purchase** structures (with bracketed alternatives where you can delete the inapplicable option), and includes all the standard sections: price and adjustments, closing mechanics, reps & warranties, employees, IP & data privacy, taxes & prorations, indemnification (with caps/baskets/survival), conditions to closing, termination, and boilerplate. There's also a schedules/exhibits list and signature blocks.

Download your editable Word template: [Small Business Sale and Purchase Agreement Template.docx](#)

The legal and financial field was specifically under scrutiny when it came to AI, following the Big Four scandals. Deloitte was caught using AI to produce a report for the Australian government²³. The project, worth \$ 290,000 and over 200 pages long, contained numerous errors, including fake academic research and a non-

²¹ https://en.wikipedia.org/wiki/Microsoft_Copilot accessed in 28.12.2025.

²² <https://learn.microsoft.com/en-us/copilot/microsoft-365/enterprise-data-protection> accessed on 28.12.2025.

²³ <https://fortune.com/2025/10/07/deloitte-ai-australia-government-report-hallucinations-technology-290000-refund/> accessed on 28.12.2025.

existent quote of a judge. And even more recently, in December 2025, another scandal arose regarding KPMG auditors cheating on a test using artificial intelligence. While the event apparently took place in 2023 and 2024, it was reported to the committee of Chartered Accountants ANZ later and it remains to be seen what actions will be taken against the organisation.

But going back to Copilot, their Terms of Use for the standard version is highly problematic when it comes to the “Ownership of content” section²⁴. Maybe more explicitly than other AI platforms, Copilot clearly states they can use your content to operate Copilot and improve it. So the AI is also taught to become better using the input it receives from its users. And by using Copilot, you offer it permission to “copy, distribute, transmit, publicly display, publicly perform, edit, translate, and reformat” your content. But, very importantly, Copilot does not become owner of your content. So while its potential use of the content and their rights and very explicit, same is the fact that the author of the content and owner of copyright is still the user of the platform.

5. Conclusions

Each day, more and more AI platforms are created. And while their development does not focus solely on copyright and intellectual property, that is and will still be a big part of the discussion on AI.

The examples above do point out that artificial intelligence can be a great tool that improves our life, but also holds great potential to generate false information and sometimes do more harm than good.

Should that mean that AI cannot be used in a safe way? Or that you should refrain from applying these tools at all? Surely not. Artificial intelligence is here to stay. And it will for sure continue to be a growing part of our personal and professional life. But it is important to understand its risks, not only its rewards. And like with any other tool, to use it wisely.

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²⁴ <https://www.microsoft.com/en-us/microsoft-copilot/for-individuals/terms> accessed on 28.12.2025.