

Copyright Ownership in User-Generated Content

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Creator Rights and Emerging Challenges in the Age of Artificial Intelligence

Abstract — User-generated content (UGC) has emerged as a key element in the digital economy, posing intricate issues about copyright ownership, management, and monetization. This paper investigates the changing legal framework for UGC, highlighting the dynamic interplay among creators, online platforms, and new technologies. Users are generally the initial creators and may be the principal copyright owners of their content, subject to statutory exceptions; however, ownership can be materially affected in practice by platform licensing terms, which may confer extensive permissions on service providers. The study examines moral and economic rights, contractual licensing, rights-management tools such as metadata and Creative Commons licensing, blockchain-based provenance, content removal and archiving, revenue-sharing, artificial intelligence, privacy, publicity and cross-border enforcement. The revised version preserves the original discussion while correcting legal overstatements, especially the description of copyright as a 'Fourteenth Amendment System' and the treatment of non-copyrightable material as automatically public domain. It also adds a stronger Indian legal framework, verified authorities, comparative analysis and a focused research gap. Particular attention is given to AI-assisted and AI-generated UGC, including human authorship, originality, training-data questions and the 2026 Indian framework concerning synthetically generated information. The paper advocates a balanced and adaptive approach to copyright governance that protects creator interests, promotes transparent platform licensing and revenue sharing, supports responsible moderation, and permits technological innovation.

Keywords— User-Generated Content; Copyright Ownership; Digital Copyright; Platform Licensing; Terms of Service; Moral Rights; Economic Rights; Artificial Intelligence; Intermediary Liability; Content Moderation; Revenue Sharing; Synthetic Media; Data Protection.

I. INTRODUCTION

Copyright ownership in regard to user-generated content is a critical issue that requires careful consideration. At first glance, user-generated content (UGC) a term used to describe a wide range of content that includes images, songs, writings, videos, and more appears to be straightforward and simple. Copyright ownership, however, is more complex than it appears because to the multidimensional function of online engagement and entertainment services. For example, services that host user-generated material serve essential roles as both copyright owners and copyright licensees, resulting in a slew of rights management concerns for the services' users. When copyright ownership in user-generated content is closely studied, it becomes clear that such content might be a fascinating puzzle or a convoluted maze of copyright law and practice. On the one hand, user-generated content falls under the copyright ownership and moral and economic rights of the users themselves, whereas in general, the economically valuable rights in content created during the course of employment belong to the employer or a party that holds an assignment of those rights from the employee. On the other hand, copyright ownership in user-generated work may be one of the numerous factors that change dramatically. This section provides a framework for understanding copyright ownership in user-generated content, with a special emphasis on ownership

elements, and serves as a foundation for the future study of the rights given and licensed by that content.

Figure 1. UGC Copyright Analysis Framework

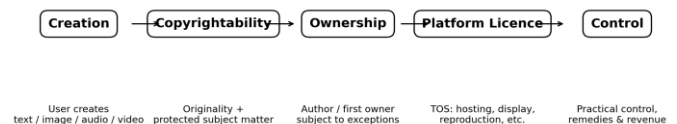


Figure 1. UGC copyright analysis framework. Prepared for this study

II. USER-GENERATED CONTENT

Definitions and Scope Copyright is a type of intellectual property that promotes creativity and innovation by giving creators exclusive rights to their work for a limited time. These rights arise when an original work of authorship is created, fixed in a tangible form, and has a modicum of originality. User-generated content (UGC) is generally described as any type of media text, audio, video, image, or other content created

by users of an Internet-accessible website or platform and made available for others to view or consume. Not all UGC is copyrighted, as works that do not meet the originality requirement for copyright protection are inherently not copyrightable. This means that unprotected user generated content (UGC) is theoretically public domain. While most forms of UGC may be copyrightable, some are derivative works that require the original copyright owner's consent to be legitimately used. The ability of UGC to elicit emotive responses, engage users, and encourage sharing makes it an appealing choice for operators looking to monetize their services. While the copyright holder has a limited monopoly over such works, platforms generate revenue through aggregating, publishing, or otherwise exploiting protected works provided by its users. These considerations are crucial in evaluating copyright ownership of UGC, and hence whether the copyright holder typically the creator has economic and moral rights in the works.

III. PRACTICAL IMPLICATIONS FOR

Creators The preceding study transformed legal principles into understandable English. The insights can assist creators comprehend ownership and rights distribution, making it easier to adjust to the rules and reduce legal concerns. Such an approach is crucial for any creator, particularly those looking to create or grow a following in the user-generated content arena. Rights Management and Metadata Copyright often function quietly in the background, with little regard for the creators involved. This might alter by prioritizing rights management and integrity, as well as establishing the circumstances for a 21st-century Copyright Lab. A few guidelines for practical rights management and legal risk avoidance are provided. To operate as if copyright had always been successful, simply be aware of these considerations and make little adjustments in practice. Proper metadata methods, provenance tagging, and license labeling should be followed throughout the copyright life cycle to enable interoperability across platforms. The use of Creative Commons licenses, Data Attribution and Attribution Metadata solutions for data collection and use, and XML-based Formats for Preserving Data Provenance all contribute to creating a sustainable environment for making data more reliable when it is released to the global community. These have been considered and support the idea of treating digital items as data, allowing provenance to be tied to them.

1. Rights management and metadata

High-profile ownership and control issues frequently occur when authors do not retain clear rights to versions of their UGC, or when attribution to the original creator is missing or untraceable. Formal rights management procedures and

metadata integration might assist alleviate these issues by providing better control over the use of works, clearer provenance, and more secure authorship attribution. Assignment of rights over UGC frequently requires authors to transfer a license of their own rights back to the platform for operational purposes, depending on the applicable law. Such agreements typically include broad non-exclusive rights to use and distribute the UGC, including the ability to alter, translate, sell, sublicense, and even identify the author. Standard contracts may also include stipulations allowing the platform to commercialize the content, with the artist sometimes receiving a portion of the profits. Nonetheless, despite defining the license scope, the original creators are sometimes unaware of these commercial applications, leading in missed revenue-sharing opportunities. Furthermore, contracts often do not explicitly acknowledge rights to continue using the UGC after it has been deleted from the platform, thus authors risk losing all rights to pre-existing work even if the platform later deletes it. Enabling greater rights management can thus assist clarify how UGC can be exploited in a way that benefits both the platform and the artist, while also ensuring fairness in future exploitation. Metadata is crucial to standard best practices for rights management. Platform users can prevent ownership and attribution issues that frequently arise with unused or obsolete UGC by incorporating provenance information into the UGC during the UGC lifetime. The proliferation of user-centric internet services, such as blockchain technology, allows users to set their own usage norms and link them to their information, making it easier for networking and service platforms to adhere to them. Standard metadata also facilitates the reuse and redistribution of UGC. Labeling Languages make licensing, provenance, modification, and re-use conditions available and machine-readable. Cross-cutting interoperability goals ensure that these licenses can be used on a variety of Internet services. When the author makes this technique available, every UGC used or presented in a User-Centric Internet Service can have fully automated management.

2. Preservation, Remediation, and Deletion

Practical considerations point to an even higher level of attribution and control respect by national laws that include codified acknowledgment of specialized creator rights management and redistribution integration across creation and sharing platforms. This is particularly evident in the archival rights assignment, persistent identifier publication, and user access and deletion policy frameworks. While access control represents essential standards, particularly in the European setting, external supply-side archiving runs the risk of censorship and de facto erasure. Automatic deletion or expanded self-service de-accession mechanisms for disruptive content actively benefit society. Furthermore, punishment and

other business-model-based systems typically provide adequate catalysts for high levels of persistent identifiers. Instead, assigning suitable rights to persistent identifier registrars, or to producers via persistent identifier providers, may be an underestimated purpose. Suggested attribution-purposed on-demand alternatives may preserve without the obvious conditions of persistent identifiers, but they typically require curation with provenance management in relation to the original creator, in addition to addressing an integrity-related gap in current donation frameworks.

IV. RIGHTS CONFERRED AND LICENSED

The Fourteenth Amendment System classifies copyright works into two categories: moral rights and economic rights. The former protects an author's right to attribution and control over the integrity of his or her work. Moral rights vary in nature and scope; special regulatory measures should also be available to public officials and other stakeholders whose work is considered public domain. Moral rights are typically seen as nonproprietary. These resources, particularly in the rapidly developing sphere of user-generated content, may define the economic rights granted to creators for their efforts, allowing them to sell their works. Users create content voluntarily, without payment or monetary compensation, and receive little or no recognition when the platform commercializes their work. Copyright law establishes a legal framework for the management and subsequent exploitation of user-generated content, although monetary incentives are often reserved for the platform that holds the economic rights to the copyrighted work. The discussion below is not thorough, but it does serve to summarize the aspects of copyright law that are relevant to user-generated content.

1. Moral Rights and Economic Rights

When a user submits a work to a platform, the terms of service address the issue of copyright ownership. Copyright provides the owner with two types of rights: moral rights and economic rights. Moral rights offer an author the right to create an original work as well as the right to ensure that their name appears in the correct context and with proper acknowledgment, whereas economic rights grant the author the exclusive right to commercially exploit and profit from the work. Since most users do not have license agreements with the platforms, it is critical to determine if moral rights are vested in common law or equity in nations that follow common law. Moral rights, which safeguard the integrity and attribution of work, are typically present and honored without the need for a formal

agreement. Moral rights in the United Kingdom are based on the Copyright, Designs, and Patents Act of 1988. Copyright owners normally own full rights, title, and interest in works made under the ACT. The Hong Kong Copyright Ordinance automatically confers moral rights and protects a copyright owner's integrity in relation to their original work, without the need for a formal Moral Rights Agreement. Authors recognize such integrity. Regardless of whether there is a legal agreement, the Republic of the Philippines' Intellectual Property Code protects moral rights.

2. Licenses and Terms of Use

Copyright ownership in user-generated content is determined by the user's grant of a license, which is formalized in the service provider's terms of use or privacy policy. The supplier thus does not claim ownership of the content but retains the right to use it under certain conditions. In solitary works, the user grants the provider a non-exclusive, free, irrevocable, global license to the content and related rights. Such a license grants the provider the right to use, reproduce, distribute, and present the work, including modification and omission. The service provider's rights are primarily governed by mandatory copyright restrictions, and earnings from content monetization are split with the user.

When the service provider is able to sue for infringement, the platform's function as a licensor is strengthened. Users typically cannot afford to sue huge infringers and risk losing their investment in the uploaded content. Furthermore, user-generated material serves as a valuable asset for business and marketing. Business methods involving market participation or advertisement monetization can create cash, attracting a larger user base. Strict user regulations can also benefit the provider by establishing a 'no toleration' (or low tolerance) for infringing content in order to improve consistency and brand image. As a result, the provider is better positioned to handle litigation expenses because the cost is distributed across numerous users, and is more prepared to deal with infringement than an individual user. However, such a provision is not a need for a take-down notice, and the absence of a 'no toleration' policy does not bar the user from demanding a removal of infringing work.

V. PLATFORM ROLES AND POLICIES

Social media platforms play a dual role in the administration of user-generated content (UGC): they facilitate content dissemination while also acting as regulators through internal standards. Their Terms of Service (TOS) and End-User License Agreements (EULAs) provide the legal framework for creating, sharing, and monetizing user-generated content

(UGC). Platforms obtain legal rights to host, reproduce, distribute, and alter material by requiring users to grant a non-exclusive, worldwide, royalty-free license. This license framework allows platforms to function efficiently on a worldwide scale while also ensuring that content may be shared easily between networks and third-party channels without encountering constant legal obstacles. At the same time, platforms use a policy-driven approach to managing copyright issues and safeguarding intellectual property rights. They serve as middlemen, balancing the interests of users, third parties, and their own financial goals. Platforms deploy content moderation systems, copyright enforcement methods, and takedown procedures to prevent infringement while keeping users engaged. The addition of sublicensing rights enables platforms to extend content consumption to partners and advertisers, hence strengthening their economic model. Despite the lack of direct monetary compensation in many circumstances, certain platforms offer revenue-sharing systems, demonstrating an expanding understanding of the economic value created by users. Importantly, while platforms exert substantial control through policies and licensing agreements, they do not undermine the core notion that users are the original writers and copyright proprietors of their content. Platform policies are thus intended not simply to facilitate economic exploitation, but also to protect user rights in a complex digital ecosystem. Platforms establish an atmosphere in which user-generated content can thrive while adhering to broader legal rules of copyright ownership and commercial rights. These dynamics highlight the importance of transparent and balanced platform regulations that respect user autonomy while promoting sustainable digital business models.

1. Terms of Service and User

Agreements User-generated content (UGC), which includes works created by social media users such as videos, music, text, photos, and selfies, has sparked widespread scholarly attention. Major empirical studies have attempted to examine the process of UGC creation and its economic implications for the information society. However, in the sphere of intellectual property, copyright ownership of UGC has been overshadowed not only by trademark and patent issues, but also by the broader concept of “user rights.” Within the copyright environment, and in line with the perspectives of social media platform operators and third-party content aggregators, research has tended to focus on the material aspects of social media terms of service (TOS) agreements and end-user licensing agreements (EULAs). These papers typically have two goals: they specify social media platform operators' authority to economically

exploit user-generated content (UGC), and they offer third parties with content-protecting licenses for copyright

infringement. An examination of the copyright ownership structure provided by social media TOS and EULA provisions will clarify the freedom to create UGC without violating the copyright of social media platform operators or infringing on third-party rights. Legally, the most important TOS or EULA clause is that by accepting the agreement, the user grants the service operator a non-exclusive, worldwide, royalty-free license to reproduce, distribute, publicly perform and display, and create derivative works of any content uploaded to the platform. Many licenses include a sublicense right. The user receives no cash benefit for the operation's exploitation though some operators do split advertising profits with users in relation to the content. Users, of course, have the legal right to market their UGC directly if they choose to.

2. Platform as Licensor and

Safeguard The majority of user-generated content (UGC) platforms and modern technology have created a fundamentally new and shifting dynamic of copyright ownership: ownership of UGC is primarily with the user author and not the platform; however, the nature of the UGC relationship and environment means that the platform still has primary responsibility for the licensing of user copyright. As a result, the platform serves as a kind of safeguard for the use. The function of the user author is inherently central to UGC copyright. UGC platforms are primarily intended to host user-generated content, or content created by platform users themselves. The commercial viability of these platforms is determined by the diversity, quantity, and frequency with which authored UGC is used. These external authors create content for the UGC platform without being employed or receiving any direct financial compensation from the platform. The UGC platform's financial resources are generally indirect; they are earned through the ability to advertise on the UGC use-side and/or sell user data to other parties. However, UGC users retain ownership of their contributions, and the economic assumptions of copyright as the establishment of an economic property right continue to apply to UGC copyright.

Emerging Trends and Challenges Royalty and revenue-sharing methods are evolving, particularly in the wake of the COVID 19 epidemic. User-generated content (UGC) is increasingly being integrated into traditional media enterprises, and the license terms on content-sharing platforms frequently reflect the competing interests of the platforms and its producers. Advertisers and commercial sponsors use UGC's organic appeal to brand products and services. Work supplied free of charge by artists can generate significant traffic, allowing service providers to indirectly monetize other users' UGC. Social media, video-sharing, and live-streaming platforms have begun to invest in the development of UGC-specific publishing

infrastructure, proposing agency percentages for revenue generated through shared advertising or other strategies based on publishing ecosystem principles. The issue of copyright ownership has become more prominent in the context of artificial intelligence, as machine-based creativity expands the boundaries of work and raises new concerns about copyright protection and its constraints. Furthermore, as businesses create products and services that channel or mine individual users' data, threatening programmers' publicity or data control rights, the interplay between copyright, privacy, and data governance becomes more difficult.

Royalty Models and Revenue-Sharing

User-generated content (UGC) has inherent commercial value, attracting companies prepared to obtain the requisite rights for marketing, publication, and aggregation. Major user-generated content platforms have systems in place to share revenue with producers, and similar arrangements may exist in more traditional venues such as magazines. These revenue-sharing mechanisms are similar to inconsistent royalties' models and are not based on systematic rules or conventional licensing. Traditional-agency replica publishers' inventory includes user-generated content (UGC), although their licensing prices for image sets are not directly related. It is frequently unclear how UGC-based ad content is marketed, or how UGC is capitalized in other contexts where user participation is claimed to contribute to core value. When organizations use user-generated content (UGC) for mass-communications-based marketing, many of the traditional advertising principles apply; associating unused UGC with advertising that benefits a brand is analogous to compensated surrogate endorsements or established celebrity endorsements. In these circumstances, financial licensing is viewed as advertising, and the UGC pool is used freely, tacitly, or implicitly. UGC revenue-sharing methods for traditional and non-traditional publishers are frequently underspecified, unsystematic, and unsuccessful across all licensing pillars. A fundamental source of residual worry is that UGC-influenced properties should be treated ethically, rather than relying on creator goodwill as pricing-extraction mechanisms. The basic financial paradigm of for-profit businesses may have repercussions for reputation systems that cannot be based entirely on contributed facts. Reputation systems are rapidly being used in a wide range of online economic and non-commercial exchanges. Users offer substantial information about the worth of certain goods and services; this information has quality defaults that anyone can identify, and it is typically reviewed on a grading scale before being ascribed via a UGC licensing structure.

Artificial

Intelligence and Authorship Automation using artificial intelligence reshapes operations and boosts creative possibilities while challenging core copyright principles. Courts consider whether AI output bears the hallmarks of copyrightable authorship. Questions remain concerning assigning or licensing training-image rights, denying content attribution, shifting blame for infringing training use, and sharing AI-enhanced creation money. Companies use artificial intelligence (AI) to improve internal operations and introduce new goods and services. AI technologies improve data aggregation operations by processing unstructured data and identifying previously unknown patterns. Such automation minimizes expense, improves response accuracy, and allows for timely scaling of consumer questions. Organizations respond to the creative challenge provided by AI. For example, Jaxsta A.I. creates innovative music by using statistics from an artist's repertoire to inspire direct voice-response requests that launch and steer AI composition. Much of the creative effort that once supported these vocal performances is now performed by artificial intelligence. Despite its utility, generative AI technologies present new obstacles. Courts investigate how to apportion risks when an AI generative product does not satisfy the threshold of sufficient originality for copyright protection. Aside from the question of whether AI-generated products deserve independence, a slew of additional questions remain. These include identity and agency in relation to the images typically posted for the corpus to be assimilated by generative AI products, any necessary disclaimer of authorship attribution, assignment of responsibility if training data at the core of the image-generating software infringes on copyright, and whether income from such software and adoption of its output should be redirected. To resolve these difficulties, several techniques and solutions would be required. When UGC is created using AI software solutions, authorship attribution becomes more complicated than usual, particularly when the visual component is created by an AI image-generating program. Such a product is based on algorithms that require a large network of other photographs as points of reference. Certain photographs are processed as part of these programs and become part of the software's algorithms, which are then used when the image is generated by the tool. The act of creating an image causes no direct or indirect changes to the network of images that served as the generative program's training foundation.

The training database's iconographical policy is usually unknown to its users, so users of these tools cannot tell whether the images generated are new inventions, collages, transformations, or adaptations of parts of previous artworks without proper disclaimers or attributions. If users of AI image-generating programs do not correct the possible contraventions

or claims of the artists whose images appear in the training database, the attribution of authorship may lead right holders to believe that such users have violated the copyright in their images.

Privacy, Data Rights, and Publicity

The processing of user data introduces new copyright issues with contributor privacy, data rights, and publicity. Data is most likely to be used for personal or non-commercial reasons; hence consent is likely to be necessary prior to processing. Individuals cannot claim ownership of data used by the site. Though some platforms have implemented Terms of Service that provide for ownership of the UGC, because database rights only protect against reproduction of the database's contents, not against independent creation or using information to create a competing product, all companies must obtain a license from the creator before publishing and exploiting the UGC. Publicity rights limit the owner's or director's ability to utilize the image of the user who created the YouTube publication. Some platforms do profit from the personal information that users submit. As a result, each contract for data exploitation must define how data can be traded, even though this is not a need for the contract to be legal. The relationship between the creator's creativity and the social contribution acknowledged by society dictates the importance of maintaining attribution rights, which fall under the category of moral rights. The absence of a compensation for the UGC creator may not excuse the attribution right, which remains necessary even when no value is associated with its exercise.

Ethical and Social

Considerations Ethics important, just as possession does to the wolf. Ethical and social standards should not be overlooked when developing user-generated content (UGC) policies. These values include justice, safety, privacy, and the prevention of political or social bias in the platforms that control user-generated content. Access to information technology is becoming a more serious ethical concern. Ownership of policy-shaping content provided by users is frequently disputed on the basis that it can be freely used by anybody. However, material owners should be adequately compensated for providing public access. This concept of 'equitable access' is closely related to the meaning of fair dealing and fair use regulations, which permit the use of copyrighted content without the owner's permission or payment. Such laws are intended to provide a safety net, allowing the usage of public-interest works without the need for approval or potentially excessive bureaucratic charges. The primary flaw in these codes is that relatively few people are truly eligible for the protection. Fair dealing standards should not be automatically applied to user-generated content (UGC). Many consumer-created commercials, for

example, are very commercial and are rarely viewed as being in the public interest. A easier issue is the use of UGC for free or at a cheap cost by parastatals, charities, community groups, or universities. Such use is typically assumed to qualify for a loyalty-like reason, which may take effect even without a request. All such uses should be accompanied by appropriate recognition of the source of the content, if this is readily available.

Access, Equity, and Fair Use

Access to user-generated content (UGC) and the mechanisms that enable it takes place within a complex framework that balances the interests of customers, users, and service providers. The ideals of downside access, justice, equity, and privacy must all be honored, but they frequently appear to contradict with one another. The economic model that the majority of platforms use, which requires payment for services, has proven beneficial to society but carries some concerns. These dangers include the financial exclusion of specific user groups and the loss of material due to inaccessibility. Fair-use exception provisions in copyright law are critical for ensuring speech and free expression at all levels of access. Nevertheless, the success of UGC relies on the voluntary participation of users, and the freedom from economic barriers that is afforded by such participation remains idealistic. Safe-harbor regulations do serve an important public [5] policy function by safeguarding intermediaries who play a significant role in supporting free speech, particularly those that host a large volume of user-generated expressive content on a neutral basis. Legal scholars and practitioners have so insisted on understanding the safe-harbor rules as "immunities" [5] rather than simply affirmative defenses. However, it is important to consider the potential unexpected negative consequences of service-provider safe harbors. The Constitution does not ensure that any third party's exercise of free expression will be devoid of economic effects. The various types of content regulation, such as direct-statutory censorship, governmental pressures, and intermediary self-censorship, are sufficiently diverse that, rather than addressing the specific causes of any given incident, it may be more workable and effective to approach the question of America's declining free-speech landscape in broader terms.

Safety, Privacy, and Data Protection

User-generated content systems capture large amounts of user data, increasing the danger of profiling, misuse, and harm. Data protection frameworks and platform policies limit or condition data collection and retention, but implicit user agreement is frequently the sole effective check on the scope and design of data practices. Despite significant resources dedicated to content moderation, platforms struggle to counteract the hazards posed by misinformation and disinformation,

harassment and intimidation, images of child abuse, and numerous forms of hate speech. The inadequate political economy of social media regulation, along with low barriers to participation, offers powerful incentives to create hateful, extremist, or dishonest content. The lack of adequate moderation resources has an influence on user experience and perception, increases the danger of biased or distorted conversation on critical issues, and exposes platforms to potential liability under national laws. Calls for increased openness and independent oversight are therefore unsurprising. At the same time, proposals for more regulation must consider the trade-offs between a safer, more civil Internet and the risks of censorship and manipulation resulting from overzealous, self-interested, or poorly implemented moderation procedures. The underlying imbalance is governed by both data authenticity and site policies and procedures, openly or implicitly. While user control and access are thus fundamental structural considerations, rights should at the very least protect the accuracy, integrity, and context of data about an individual user.

Emerging Trends and Challenges

Despite the apparent stability of copyright law, the rise of user-generated content (UGC) has brought about major changes, particularly in creator and content owners' rights. UGC policies remain closely matched with platform operators' stances. Other trends place greater demands on adaptation, or risk becoming sources of controversy. Similarly, the continued use of UGC necessitates consideration of the power dynamics involved in the development, ownership, licensing, and use of such content. AI technology for producing audio, video, text, and other media have advanced and innovated rapidly, introducing new patterns and features for authorship. A related but separate issue emerges from the usage of copyrighted information as training data for AI models. Furthermore, products created exclusively by AI systems present new problems about copyright ownership. Concurrently, the inclusion of capabilities for synthetic media synthesis speaks to a platform's distinctive possibilities for its users. Furthermore, the ownership of works generated in a UGC platform with AI techniques creates ambiguity and doubt.

Artificial Intelligence and User-Generated Content

Artificial intelligence advancements re-energize authorship debates, particularly when it becomes possible to answer questions, compose music, and generate visuals using training data from previously published works. While copyright protects the output of an AI system that meets eligibility standards, problems of ownership emerge around the phrasing or tone of prompt queries, as well as the usage of copyrighted content as training data. If copyright does not cover either use of material, the other rights and restrictions governing regular

licensing will not prevent the use of the training data. The application user would then own the copyright of AI system-generated works, eliminating the requirement for proprietary marking. The role of user-generated content is also changing. The availability of enormous archives of images, information, and sounds allows users to endow AI outputs with a high level of detail. Though products typically appear to be unique, the prompt process may simply reassemble existing information in a new way. Because the training data is proprietary and copyrighted, there are concerns over who owns the rights to the outcomes. Existing standards allow the system user to claim copyright, but the collected data may be regarded jointly owned, implying that the program provider should pay for the privilege. However, because AI language-based systems frequently use shortcuts to access databases, little or no cost is required.

Cross-Border Issues

Conflicts can also emerge during the enforcement of applicable rules, as demonstrated by the following example. An Australian model, whose bikini photo was put on an unlawful Facebook page, unsuccessfully sought an order requiring Facebook to reveal the identities of the anonymous page's operators. Australian courts determined that they lacked the authority to issue an order requiring compliance with Cross-border jurisdictional conflicts complicate the management of UGC. Booking.com, which maintains a database of online hotel booking information submitted by third-party users, was embroiled in a protracted dispute with various hotel operators over the use of their trade names and other identifying elements in search results and advertisements on the site. Because the site's use involved participants from several jurisdictions, identifying which terms were binding became especially difficult. a foreign injunction that exceeded their statutory authority; the reason for the application was that Australian legislation did not confer powers on Australian courts to grant the requested relief, not that it was a matter of forum non conveniens. These examples highlight the different jurisdictions for protection and enforcement, which simultaneously entail legal uncertainty and the need to amend the respective rules to ensure their effective enforcement.

Platform Liability and Moderation

The liability requirements for online platforms and user-generated content are being contested. A broad immunity shield encourages the development of interactive online services, whereas direct liability for posted content creates disincentives to providing venues for individuals to share User-Generated Content. Most jurisdictions do not recognize platforms' roles as active content providers or news media organizations functioning in the public interest, and they also believe that

failing to adopt proper screening systems exposes them to a 'failure to act'. A fair approach should take into account their function as cyberspace rulers, imposing responsibilities and, as a result, moderation procedures. Facial and content detection technologies are established, available on many platforms, and should be further improved to create frameworks that safeguard authors and consumers while also enabling necessary steps to restore normalcy after loss, distortion, and tampering. The concepts of due process and legality should be followed when moderating User-Generated Content and establishing terms of service. Clear and clear policies that are accessible, understandable, and obeyed by users are, in fact, some of the most important prerequisites for ensuring the neutrality of User-Generated Content research and analyses. Automatic takedown operations should always include a proper procedure for contesting. Since harmful, abusive, and infringing content can most likely be detected semi-automatically without human intervention, automatic moderation can serve as an adequate measure to restore normalcy and protect users and creators, but proper appeal and re-evaluation processes are required.

Illustrative Case Studies and Verified Authorities

Two cases illustrate the issues discussed above: "Huang v. Bittorrent" and "Viroshot v. Shubert", both involving UGC hosted on online platforms. In "Huang v. Bittorrent", the plaintiff made a short film depicting a 2019 fire at Notre-Dame Cathedral in Paris and submitted it to Vimeo under a normal user agreement with a non-exclusive license to use, modify, and distribute the video. The defendant's music video used this footage without permission, causing the plaintiff to sue for infringement. The court ruled that the user agreement did not constitute a licensing agreement, citing the wording as "extremely vague...it is unreasonable to think that Huang consented to give an infinite right for the use of his video." However, the court determined that Huang may still pursue a copyright infringement suit since he did not surrender his copyright ownership by posting his film to Vimeo. The court further noted that Huang never sold or transferred the video. While Huang was the video's originator, the decision highlighted broader problems about IP ownership in user-generated content, namely whether posting such content to a third-party service provider constituted an assignment or a license. "Viroshot v. Shubert" involved images taken by the plaintiff and posted on Instagram that were then utilized by Viacom in an advertising campaign without consent. The defendant used the plaintiff's user agreement with Instagram to dodge ownership, alleging that Instagram owned the work and had the authority to grant permission for its use. The court, however, rejected this claim, finding that "the mere act of posting a photograph of a child on a social media platform cannot constitute a sale that transfers ownership away from a

parent." Additionally, the plaintiff did not grant Instagram a license to publish the photos in Glamour or Viacom's publications.

Case Analysis A

The current research applies the expressed concepts to a specific case, posing two related questions: "Whose rights are violated?" and "Who owns and has the right to sue for unauthorized exploitation?" An Instagram influencer posts an original video featuring a branded product beside a pool. The Clip's visual fixation is permanently linked to an endogenous soundtrack that complements the pool's surroundings, which is assigned to the Clip by an algorithm behind the scenes. Later, a licensing-free video-sharing platform incorporates an instrumental version of the original soundtrack into a post-promotional montage displaying the same pool product and presenting it with monetized status. The authorization to use the Clip is neither sought by the product's manufacturer nor acknowledged in the post-promotional video. The video features an identifiable sound environment audio that serves a similar role to a sound logo or a jingle and, even without visual focus, remains permanently associated with the Clip. In this context, the fundamental issue is the right violated by the unlawful use of the soundtrack. The influencer protected their commercial rights in this sound environment by either demonstrating their rights in the Clip or lawfully supporting the request to remove the Soundtrack from the audiovisual item it was related to. Even if legal action is not required, they have an interest in preventing association distortion with the product and potential damage to their integrity rights. Nonetheless, both the influencer and the product's producer are publicly identified as the original creators of their respective content. The product's image, which is also monetized, is suitable for pre-promotional actions. However, it should not be reused as it may be distorted by blurring, mutilation, or other modification, which would be with the user's reputation or honor.

Case Analysis B

Popular music. A non-profit foundation compiles songs provided by various artists to create a compilation album that raises money for a good purpose. The tape is made available free of charge on an online platform; however, listeners can make a donation of any amount they like. Each of the tracks can be purchased separately. Following the publication, Oasis, a well-known English rock band, discovers that a parody of one of their songs appears on the album without their permission or authorization. The copyright notice mentions the group's name but specifies that use is permitted under a "Creative Commons Attribution – Noncommercial" license. Ownership and Rights Issues. Initial questions revolve around the use of the parody: Are moral rights violated by the manner in which the parody is

performed? Is this a permissible exception under the Copyright Act, or is it an infringement? Next, the band criticizes the donation choice. Although it is not part of the agreement, might you ask potential listeners to "listen in order to give, and give in order to listen"? Finally, Oasis questions the use of its name in the copyright notice. What is the scope of the CC Attribution - Noncommercial license? Must the group release and market the CD under its own name in order to keep the copyright notice under its jurisdiction?

Reasoning and outcome. The court's evaluation examines the justification for safeguarding moral rights and the necessity to demonstrate "sufficient evidence to maintain the claim founded on the alleged violation of the right of integrity." In this situation, the obvious differences between the original music and its parody would not support a finding of violation, even if distortion could not be ruled out. The license provisions are construed legally: "[the soul of the idea represented by the license] is to ensure that the discourse may continue, but managed and manipulated without ceasing to keep a minimum of coherence and coherence." As a result, the court believes that the parody should remain on the album, however a different management of the work as a whole would better suit the well-known band's image.

Copyright ownership in user-generated content (UGC) operates within a complex and ever-changing legal framework molded by the interaction of authors, platforms, and new technologies. While the fundamental concept remains that users are the original authors and primary copyright holders of their work, platform-based license agreements commonly qualify this ownership by granting service providers substantial use, distribution, and commercialization rights. As a result, authors' actual power over their products is frequently less than it appears in principle. The analysis shows that copyright in UGC is not static, but rather fluid, driven by commercial agreements, technological infrastructures, and jurisdictional variances. Moral rights continue to protect attribution and integrity, although their enforcement differs by legal system. Economic rights, while important to the commercial value of UGC, are routinely diminished by wide, non-exclusive licenses embedded in Terms of Service agreements, often with no substantial notice or remuneration for authors. Furthermore, the increased reliance on metadata, license frameworks such as Creative Commons, and new technologies such as blockchain emphasizes the need of rights management methods in assuring content transparency, attribution, and fair use. At the same time, outstanding issues such as content deletion, preservation control, and persistent identifiers highlight gaps in the long-term protection of creative interests. The rise of artificial intelligence affects traditional concepts of authorship and

ownership, presenting serious concerns regarding originality, training data utilization, and the division of rights in AI-assisted or AI-generated works. Similarly, inconsistencies in revenue-sharing structures and cross-border legal issues highlight the need for more consistent and fair regulatory methods. Ethical considerations like as justice, privacy, access, and data protection all have a big impact on the development of UGC ecosystems. Platforms must strike a compromise between economic aims and the obligation to defend user rights, provide transparency, and preserve confidence. Finally, building a fair and sustainable UGC environment necessitates a balanced strategy that protects creative rights while allowing platform innovation. This includes simpler license conditions, more effective revenue-sharing arrangements, stronger rights management methods, and adaptable legal frameworks that can keep up with technology changes. In the digital age, only a comprehensive approach can effectively align the interests of creators, platforms, and society as a whole.

Indian Legal Framework and Required Corrections

The Indian framework is central to the analysis because UGC platforms operate at the intersection of copyright, intermediary regulation, contractual terms, privacy and emerging synthetic-media governance. The original manuscript's themes are retained below and supplemented with provisions that should be checked carefully before journal submission.

Copyright Act, 1957

Section 17 provides that, subject to statutory exceptions, the author is the first owner of copyright. Section 19 requires an assignment to be in writing and signed and requires specification of the rights assigned, duration and territorial extent, among other matters. This is important for UGC because uploading content should not automatically be treated as a transfer of ownership. A platform licence and an assignment are legally distinct concepts. [1]

Section 30 addresses licences, while Section 52 provides statutory exceptions. Section 57 recognises the author's special rights, including the right to claim authorship and to restrain or claim damages for specified prejudicial distortion, mutilation or modification. [2]

Correction concerning Moral and Economic Rights

The earlier phrase 'Fourteenth Amendment System' has been removed because it does not describe a recognised copyright classification. Moral and economic rights are instead examined through the relevant copyright statutes and international instruments. The Berne Convention, particularly Article 6bis, provides an important international foundation for moral rights,

while national laws determine the precise scope and remedies. [3]

Correction concerning Public Domain

The earlier assertion that all non-copyrightable UGC is automatically public domain has been narrowed. Material outside copyright may be freely usable from a copyright perspective, but other legal restrictions can remain. For example, a photograph may not be copyright-protected in a particular circumstance while still raising privacy, publicity, confidentiality, trademark, contractual or data-protection concerns.

Information Technology Rules and Synthetic Media

The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 were updated on 10 February 2026, with the amendment rules coming into force on 20 February 2026. The official Ministry of Electronics and Information Technology materials define synthetically generated information in relation to realistic audio, visual and audio-visual information created, generated, modified or altered through computer resources. The framework is directly relevant to AI-generated UGC, deepfakes, voice cloning and realistic synthetic media. [6]

The 2026 framework also places emphasis on identification and traceable metadata for permissible synthetic content and stronger intermediary due diligence. This strengthens the original manuscript's discussion of metadata and provenance and demonstrates why copyright governance and platform governance increasingly overlap.

Data Protection

Where UGC contains personal information, copyright ownership should not be confused with authority to process personal data. The Digital Personal Data Protection Act, 2023 adds a separate data-governance layer. Consent, lawful processing, retention, security and rights relating to personal data must be assessed independently of copyright ownership.

VI. COMPARATIVE LEGAL ANALYSIS

A comparative approach strengthens the paper because UGC platforms operate across jurisdictions. India, the United States and the European Union employ different combinations of copyright, contract, intermediary and platform regulation.

Table 1. Comparative overview of selected UGC-related legal issues

Issue	India	United States	European Union
First ownership	Copyright Act, 1957, s.17, subject to exceptions	17 U.S.C.; authorship and work-for-hire principles	Member-state copyright law harmonised through EU instruments
Assignment/licensing	Sections 18–19 distinguish assignment requirements; s.30 licensing	Copyright and contract doctrines interact	Copyright directives plus contract/consumer framework
Exceptions	Statutory fair dealing, s.52	Fair use, 17 U.S.C. §107	Harmonised limitations and exceptions
Moral rights	Section 57	More fragmented federal protection	Significant protection through national laws
Intermediary/platform	IT Act/IT Rules and case law	DMCA §512 and judicial doctrine	DSA and DSM Copyright Directive
AI / synthetic media	2026 SGI amendments add platform obligations	USCO 2025 human-authorship approach	EU AI/copyright governance developing

Figure 2. Creator-Platform Licensing Relationship

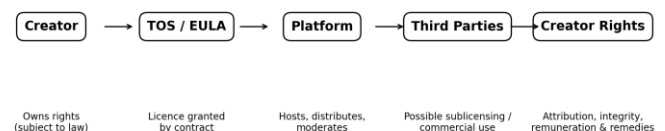


Figure 2. Creator–platform licensing relationship.

VII. RESEARCH GAP, QUESTIONS AND METHODOLOGY

1. Research Gap

Existing scholarship frequently examines copyright ownership, intermediary liability, platform contracts, creator remuneration and artificial intelligence as separate subjects. The principal contribution of this paper is to connect these subjects through the concept of practical control. A creator may remain the formal copyright owner while the platform controls hosting, visibility, monetisation, technical access, metadata and contractual permissions.

The Indian research gap is particularly significant because platform licensing, copyright ownership, intermediary obligations, synthetic-media governance and data protection are developing simultaneously. A coherent UGC framework should therefore examine these issues together while preserving the distinct legal purposes of each statute.

2. Research Questions

- Who owns copyright in UGC created and uploaded on digital platforms?
- To what extent do platform Terms of Service alter the practical control exercised by creators?
- Are existing copyright frameworks adequate to protect the moral and economic interests of UGC creators?
- How should copyright law address AI-assisted and AI-generated UGC?
- How should platforms balance copyright enforcement, content moderation and freedom of expression?
- What legal mechanisms can promote transparent and fair revenue sharing?
- What reforms are desirable in India in light of technological and regulatory developments?

3. Research Methodology

The study adopts a doctrinal and comparative legal research methodology. It examines statutory provisions, judicial decisions, international instruments, regulatory materials, platform Terms of Service, rights-management principles and institutional reports. The comparative analysis focuses principally on India, the United States and the European Union. The study also uses conceptual analysis to assess the relationship among ownership, licensing, platform governance, creator remuneration and emerging AI technologies.

4. Limitations

Platform Terms of Service change frequently and may differ by jurisdiction and date. Therefore, any empirical claim about a

platform's current contractual wording should be checked against the version applicable to the relevant period. Similarly, AI regulation is evolving rapidly, so future amendments and judicial decisions may affect the conclusions.

Artificial Intelligence, Human Authorship and Synthetic UGC

The original manuscript's AI discussion is retained and strengthened by separating three questions:

- whether an AI system was used;
- what human creative contribution exists; and
- what the applicable jurisdiction recognises as copyrightable authorship. The use of AI does not automatically answer the ownership question.

The U.S. Copyright Office's 2025 Part 2 report supports a human-contribution approach: AI-assisted output may receive protection where sufficient expressive elements are determined by a human, whereas prompts alone generally do not establish sufficient human authorship. This approach is useful comparatively, but it should not be mechanically transplanted into Indian law.

For UGC, a creator may select a model, formulate prompts, generate multiple outputs, select an output, edit it substantially, combine it with human-created material, add music or text, and arrange the final work. These steps can have different legal significance. The stronger the human expressive contribution, the stronger the argument for copyright protection in the resulting human-authored elements.

Figure 3. AI-Assisted UGC: Human Contribution Analysis



Figure 3. AI-assisted UGC: human-contribution analysis.

Training Data and Attribution

The original paper correctly identifies unresolved concerns about training-image rights, attribution and responsibility. However, it is safer to distinguish the legality of training from the copyrightability of an output. The fact that a model was trained on copyrighted works does not by itself establish

ownership of every output by the holders of those training works. Questions of lawful access, reproduction, infringement, exceptions, licensing and output similarity require separate analysis.

Indian Synthetic-Media Developments

The 2026 Indian IT Rules amendments are particularly important for realistic synthetic media. Official government material states that the framework addresses harms arising from synthetically generated information, including deepfakes and AI-generated content, and includes requirements concerning clear labelling and traceable metadata for permissible AI-generated content. [6] This development reinforces the original manuscript's argument that metadata and provenance should be treated as practical governance tools.

Verified Authorities Relevant to the Case Studies

The original manuscript included the names 'Huang v. Bittorrent' and 'Viroshot v. Shubert'. Because those authorities could not be independently verified from reliable primary sources in the form described, they should not be cited as precedents. The narratives are retained above only for continuity and should be clearly labelled as illustrative examples. The following authorities should be used instead.

- R.G. Anand v. Deluxe Films, (1978) 4 SCC 118. Idea-expression distinction and substantial similarity.
- Eastern Book Company v. D.B. Modak, (2008) 1 SCC 1. Originality and the requirement of sufficient creative contribution.
- Amar Nath Sehgal v. Union of India, 2005 (30) PTC 253 (Del). Moral rights and integrity of the author.
- Shreya Singhal v. Union of India, (2015) 5 SCC 1. Intermediary liability and online speech.
- MySpace Inc. v. Super Cassettes Industries Ltd., 2017 SCC OnLine Del 8345. Online copyright and intermediary liability.
- Viacom International Inc. v. YouTube, Inc., 676 F.3d 19 (2d Cir. 2012). Online service provider safe harbour.
- Lenz v. Universal Music Corp., 815 F.3d 1145 (9th Cir. 2016). Takedown procedures and fair-use consideration.
- Feist Publications, Inc. v. Rural Telephone Service Co., 499 U.S. 340 (1991). Originality in U.S. copyright law.
- Community for Creative Non-Violence v. Reid, 490 U.S. 730 (1989). Authorship and work-for-hire principles.
- Sinclair v. Ziff Davis, LLC, No. 18-CV-790 (S.D.N.Y. Apr. 13, 2020). Instagram terms, licensing and sublicensing of user photographs.

- McGucken v. Newsweek LLC, No. 19-CV-9617 (S.D.N.Y. 2020). Use of Instagram photographs by third parties.
- Brammer v. Violent Hues Productions, LLC, 922 F.3d 255 (4th Cir. 2019). Fair use involving an online photograph.
- Hunley v. Instagram, LLC, 73 F.4th 1062 (9th Cir. 2023). Embedding and copyright liability in social media.
- Andy Warhol Foundation for the Visual Arts, Inc. v. Goldsmith, 598 U.S. 508 (2023). Transformative use and commercial purpose.

Recommendations and Legal Reforms

- Require clear, layered and conspicuous disclosure of material platform licensing terms.
- Distinguish ownership, licence, sublicense and technical permissions expressly.
- Provide creators with understandable information about commercial exploitation and revenue sharing.
- Develop standardised metadata and provenance mechanisms for attribution and licensing.
- Provide meaningful notice, counter-notice and appeal procedures for automated copyright takedowns.
- Clarify the treatment of post-deletion copies, backups and sublicensed uses.
- Develop transparent and auditable creator revenue-sharing systems.
- Adopt a contribution-based approach to AI-assisted authorship rather than treating all AI use identically.
- Coordinate copyright, intermediary, synthetic-media and data-protection regulation.
- Promote interoperable rights-management standards across platforms.
- Strengthen cross-border cooperation for evidence, takedown and enforcement.
- Ensure moderation rules protect creators without encouraging excessive censorship.
- Require periodic transparency reporting on major copyright complaints, removals and appeals.
- Encourage platform design that makes licensing, attribution and monetisation choices understandable before upload.
- Support creator education concerning copyright, licensing, Creative Commons and AI-generated content.

VIII. CONCLUSION

Copyright ownership in user-generated content operates within a complex and ever-changing legal framework moulded by the interaction of authors, platforms and new technologies. While the fundamental concept remains that users may be the original authors and primary copyright holders of their work, platform-

based licence agreements commonly qualify the practical exercise of ownership by granting service providers substantial use, distribution and commercialisation rights.

The analysis shows that copyright in UGC is not static, but rather fluid, driven by commercial agreements, technological infrastructures and jurisdictional variations. Moral rights continue to protect attribution and integrity, although their enforcement differs by legal system. Economic rights remain central to the commercial value of UGC, while broad platform licences can reduce the creator's practical control.

The increased reliance on metadata, licensing frameworks such as Creative Commons, and technologies such as blockchain emphasises the need for rights-management methods that support transparency, attribution and responsible reuse. At the same time, content deletion, preservation, persistent identifiers and post-deletion licensing remain areas in which contractual and technological arrangements should be made more transparent.

The rise of artificial intelligence affects traditional concepts of authorship and ownership, presenting serious concerns regarding originality, training-data utilisation and the division of rights in AI-assisted or AI-generated works. The 2026 Indian synthetic-media framework adds a further platform-governance dimension through identification and metadata-related requirements for synthetic information. [6]

Ethical considerations such as justice, privacy, access and data protection also influence the development of UGC ecosystems. Platforms must balance economic aims with the obligation to defend user rights, provide transparency and preserve trust. A fair and sustainable UGC environment therefore requires simpler licence conditions, effective revenue-sharing arrangements, stronger rights-management methods, meaningful moderation safeguards and adaptable legal frameworks.

The appropriate objective is not to choose between creators and platforms, but to create a governance model in which creators retain meaningful rights, platforms have predictable responsibilities and users can participate in a trustworthy digital ecosystem.

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