

AI CHECKLIST FOR FASHION BRANDS



**DUDKOWIAK
& PUTYRA**

Generative AI in design, product images and campaigns · EU AI Act, Polish Copyright Act, EU design law, Digital Services Act · state of the law: October 2026

Tick each step once it is done and keep the evidence listed. If a claim arrives, this file shows who created what, what was checked and when. Stage 1 is done once; stage 2 repeats for every collection or campaign; stage 3 runs continuously after launch.

STAGE 1 · BEFORE YOU START

- ☐ Map the AI tools in use and read their terms: who owns the output, whether your inputs are used for training, and whether an IP indemnity applies

Evidence to retain: List of tools with plan and version; dated copies or screenshots of the terms of use reviewed

- ☐ Adopt an internal AI policy: approved tools, who may use them, and what must not go into prompts – confidential designs, other brands' names, logos or products, photos of real people without consent

Evidence to retain: Approved policy with date; list of approved tools; staff acknowledgements

- ☐ Update contracts with designers, agencies, photographers and models: whether AI may be used, transfer of rights in the results, warranties against infringement

Evidence to retain: Signed contracts or annexes with AI, transfer-of-rights and warranty clauses

- ☐ Protect your own content: reserve text and data mining on your website in machine-readable form (robots.txt or TDM metadata) and repeat the reservation in the website terms

Evidence to retain: Dated snapshot of robots.txt or TDM metadata; archived copy of the website terms

STAGE 2 · FOR EACH COLLECTION OR CAMPAIGN

- ☐ Keep a record of human input: sketches, iterations, edits and the prompts used, so that you can show what a person created

Evidence to retain: Design file per product: sketches, dated file versions, prompt log

- ☐ Clear the output before launch: trademark, design and reverse-image searches against existing products

Evidence to retain: Search reports with dates; short clearance note per product or campaign visual

- ☐ Register key designs with the EUIPO before or at launch; a registered design gives protection that does not depend on copyright

Evidence to retain: Filing receipts and registration certificates (official fee: €350 for the first design, €125 for each additional one)

- ☐ Label synthetic content where the AI Act requires it: realistic AI-generated people and other deep fakes in campaigns must be disclosed (Article 50(4) AI Act)

Evidence to retain: Labelling decision per campaign; screenshots of published content showing the label

- ☐ Check image and data protection rules: generating or editing content with photos of real models requires their consent to the use of their image and a legal basis under the GDPR

Evidence to retain: Model releases covering AI use; note of the GDPR legal basis

STAGE 3 · AFTER LAUNCH

- ☐ Monitor marketplaces and social media for copies, including AI-generated ones, and act quickly: file notices with platforms under the DSA and keep dated evidence of your own first disclosure

Evidence to retain: Monitoring log; notices sent with dates and platform decisions; archived launch pages and lookbooks

IF SOMETHING GOES WRONG

You find a copy of your product

- Act fast (6-month limit for an interim injunction) and secure dated evidence: screenshots with URL, seller and date.
- Check which right applies: registered or unregistered design, trademark, copyright, or Article 13 of the Act on Combating Unfair Competition.
- File a notice with the platform under the DSA and keep its decision.
- If a competitor has registered the copy as an EU design, apply to the EUIPO for invalidity using proof of your earlier disclosure.

You receive an infringement claim

- Do not delete files or prompts: the design file is your evidence of independent creation.
- Check the AI tool's terms for an IP indemnity and its notification deadline.
- Check your contracts with the designer or agency for warranties.
- Get advice before answering, withdrawing products or paying.

KEY TERMS, FEES AND DEADLINES

6 months

to seek an interim injunction in an IP case after learning of the infringement (Article 755 § 2³ Polish Code of Civil Procedure)

€350 / €125

EUIPO fee for a registered EU design: first / each additional design in one application

3 years

unregistered EU design, from first disclosure, only against copying

25 years

maximum term of a registered EU design, renewed every 5 years

Before you launch an AI-assisted collection or campaign

Dudkowiak & Putyra advises fashion brands in Poland on **copyright, trademarks and designs**, the use of **AI-generated content** and enforcement against online infringements, before the EUIPO, the Polish Patent Office and the courts. Write to **info@dudkowiak.com** – we reply within 24 hours with a scope, a fixed fee and a timeline.