

Amazon Intellectual Property Policy

Amazon is dedicated to providing customers with the widest selection of goods on Earth and creating an amazing customer experience. Amazon does not allow listings that violate the intellectual property rights of brands or other rights owners.

This page provides information about intellectual property (IP) rights and common IP concerns that might arise when selling on Amazon. This is not legal advice. You should consult a lawyer if you have a specific question about your IP rights or the IP rights of others.

Copyright

1. What is a copyright?

A copyright protects original works of authorship, such as videos, films, songs, books, musicals, video games, paintings, and technology-based works (such as computer programs). Generally, copyright law is meant to incentivise the creation of original works of authorship for the benefit of the public. To receive copyright protection, a work of authorship must be created by an author, and must have some amount of creativity. If you are the author of an original work, then you typically own the copyright in that work.

Protection usually arises at the moment of creation of a work, without a need for a registration, certification, or other formal act.

In some European countries, there are optional registration systems available to creators (for example, Registro General de la Propiedad Intelectual in Spain; SIAE in Italy), but they only have an evidential or administrative function.

In Europe, each country has its own copyright laws, but all copyright laws prohibit the unauthorised copying and use of original works, as well as. There are also laws which prohibit the ~~unauthorised~~unauthorized import of products ~~from outside~~into the ~~European Economic Area (EEA). or UK (and their sale therein) – please see the Parallel Imports section below.~~

2. How do I know if I own the copyright for one or more of the images that I am using on the product detail page?

A person who authors an original work usually owns the copyright for that work. If you take a photo of your product, you generally have copyright protection in the photo that you took and you can use that photo on your product detail page to sell that product. However, if you find a photo on someone else's website, you should not upload that photo to a product detail page without the other person's permission.

Example: The owner of the Pinzon brand took the photos of the sheets shown below and owns the copyright in the images of the sheets. If a seller were to copy these images to sell their product on another product detail page, that seller could be violating the rights owner's copyright in the images of the sheets.



Note: When you add your copyrighted image to a product detail page, [you grant Amazon](#) and its affiliates a licence to use the material. Other sellers can list their items for sale on pages to which you have added your copyrighted images, even if you no longer sell that product. To ensure that you are not violating someone's copyrights, make sure that you only upload images or text that you have created yourself or for which you have the copyright holder's permission to upload.

Refer to the [European IPR Helpdesk](#) / [EUIPO](#) / [WIPO](#) / [UK IPO](#) websites for more information about copyright basics and FAQs.

3. How do I know if I own the copyright for the product I am selling?

It is important to make sure that the goods you are selling do not violate a copyright or you could lose your selling privileges and face potential legal consequences.

You might be able to sell someone else's copyrighted work on Amazon if you have received permission from the copyright owner or if your use is protected by the so-called exhaustion principle. ~~The exhaustion principle generally permits the resale of a genuine, lawfully purchased physical item (such as a book or CD) without permission from the copyright owner. But in Europe, the principle only applies if the concrete product (item) in question was imported or sold previously in the EEA with the copyright owner's consent, in other words, by the owner or by someone they authorised to sell.~~ For information on the exhaustion principle, please see the [Parallel Imports section below](#).

Example: ~~If you decide to sell a used copy of someone else's book on Amazon, you are selling someone else's copyrighted work. If you bought the book from the publisher in the EEA, or from an authorised distributor of the publisher in the EEA, you are usually protected by the exhaustion principle. But if you bought the book outside the EEA, you are probably infringing copyright by reselling it in the EEA.~~

4. Can industrial designs also receive copyright protection?

In some [EU Member States](#) countries (for example, France, Germany, Belgium, Italy), the dual nature of industrial designs as functional and aesthetic creations means that they are also protected by copyright. There are different requirements, some countries only protect designs with a high “artistic character” under copyright, in other countries the threshold is low. So be aware that any product design may also be protected by copyright, [at least in some EU countries](#), and therefore may not be copied freely.

Copyright and Design Right protection can coexist.

Trademark

1. What is a trademark?

A trademark is a word, symbol, design, or a combination of same (such as a brand name or logo) that a company uses to identify its goods or services and to distinguish them from other companies’ goods and services. To put it another way, a trademark indicates the source of goods or services. Generally, trademark laws exist to prevent customer confusion about the source of goods or services.

Example: “Amazon” is a trademark that we use for many of our goods and services. Other Amazon trademarks contain both pictures and words, such as the ‘Available at Amazon’ trademark.



A trademark owner usually protects a trademark by registering it with a country-specific trademark office (for example, [DPMA](#) in Germany, [UIBM](#) in Italy, [INPI](#) in France, [OEPM](#) in Spain, [UK IPO](#) in the United Kingdom) ([UK](#)) or with a cross-border office, such as the [European Union Intellectual Property Office](#) and the [BOIP](#) (for the Benelux region). Trademark protection is territorial by nature, in other words, the geographic scope of protection for trademarks is limited and depends on the place of registration. [For example](#), national trademarks do not protect the trademark owner at EU level, while EU trademarks give protection in all Member States of the Union.

In some cases and countries (not for example in the UK), a person or company might have trademark rights based only on the use of a mark in commerce, even though the mark was never registered. Those rights are known as unregistered trademarks and come into existence only under very limited conditions.

2. What do trademarks protect?

Generally, trademark law protects sellers of goods and services from the misappropriation of their trademarks by unauthorised third parties; in particular, where there is potential customer confusion about who provides, endorses, or is affiliated with particular goods or services.

A trademark owner may stop others from using a particular mark (a) for goods or services which are identical to those for which the owner has registered his mark, (b) for goods or services that are similar to that of the registered mark if it is likely that customers could be confused (even if the mark used is not identical but only similar), or (c) if the owner's mark has a reputation in the [EU-relevant territory](#) and where use of that same or a similar mark without due cause takes unfair advantage of, or is detrimental to, the distinctive character or the repute of the owner's mark.

3. What types of trademarks are displayed on Amazon?

Trademarks are often displayed on Amazon's product detail pages in the form of product and brand names listed on a product detail page. For example, the trademark "Pinzon" appears in the brand name or "byline" portion of the product detail page shown below. The "Pinzon" trademark also appears in the product name portion of the product detail page ("Pinzon Flannel Sheet Set – King, Sage").



Refer to the [EUIPO](#) website (or for UK, the [UK IPO](#) website) for more information about trademarks.

4. Do I always need the rights owner's permission to use a trademark?

Just because you are not the owner of a trademark, it does not necessarily mean that you cannot sell the rights owner's product. If the product is genuine, and not [aan unlawful](#) parallel import, you can use the trademark to market that specific product. [For more information on what makes parallel imports unlawful, please see the Parallel Imports section below.](#)

Example:- If you are selling a genuine Pinzon sheet set and you are advertising the product as a Pinzon sheet set, you are not infringing on the Pinzon trademark.

However, note that the rights owner can prohibit the use of the mark if there exist legitimate reasons to oppose further commercialisation of the goods, especially where

the condition of the goods has been changed or impaired after they have been put on the market.

Example, if the goods are sold by the trademark owner in high-quality packaging which lends a high-quality image on the goods, the owner may be able to object to their goods being sold in cheap packaging that no longer gives a quality image to the goods.

Most other unauthorised uses of a trademark constitute an infringement; if you are unsure whether your use violates someone else's trademark, you should consult a lawyer before listing on Amazon.

5. As a seller, when can I use someone else's trademark?

Typically, a seller can use someone else's trademark in the following circumstances:

- a. When selling authentic goods, a seller may use a trademarked name to list those authentic goods. For example, a seller who lists an authentic 'Pinzon' product is not necessarily infringing upon the owner of the Pinzon trademark because the seller is using the trademark to identify an authentic product.
- b. When using a trademarked word in its ordinary dictionary, descriptive meaning.
- c. When making truthful statements that a product is compatible with a trademarked product. For example, if you offer a cable that is compatible with the Kindle e-reader, you can use the brand name 'Kindle' to indicate that compatibility in the text of your product detail page. You cannot use a logo to indicate compatibility, only the brand name. Any statement you make about compatibility must be true and relevant for the customer's purchase decision (for example, if your product is actually compatible with all competitor products, it is not permissible to use the brands of these products, as the customer is not at risk of buying the 'wrong' product without the compatibility statement).

'Similar to' claims (such as stating that goods are 'similar to Kindle' or 'equivalent to Find') may infringe trademark law, depending on the marketplace and circumstances. Seek legal counsel before making such comparisons.

If you want to indicate the compatibility of your product with a product of a different brand in the product title, build your product title as follows, taking also account of [Amazon Brand Name Policy](#). If you do not apply this format to your product title, your listing may be removed as potentially trademark infringing.

Title format for branded compatible products

[Your Product's Brand Name] + [Product Name] + 'for'/'compatible with'/'fits'/'intended for' + [Brand of Main Product] + [Main Product Name] + (other product title elements, if applicable)

Examples:

- Xandu USB charging cable, compatible with AmazonBasics speaker
- TonTon Sleeve intended for Kindle Fire

Title format for generic compatible products

‘Generic’ + [Product Name] + ‘for’/‘compatible with’/‘fits’/‘intended for’ + [Brand of Main Product] + [Main Product Name] + (other product title elements, if applicable)

Example:

Generic Replacement filter for AmazonBasics Waterfilter A3

6. How can I make sure that I am not violating trademark law when selling on Amazon?

It is important to make sure that the goods you are selling, and the content of your listings, do not violate a trademark or you could lose your selling privileges and face potential legal consequences. When you decide to sell goods on Amazon, ask yourself the following questions:

- . Are the goods that I am selling from a reputable distributor?
- a. How did I acquire these goods, and will I be able to prove that they are authentic if the question arises?
- b. Will the way I am describing these goods cause customer confusion (for example, would something about your product detail page for the generic sheet set cause customers to believe that they are purchasing a Pinzon sheet set?)
- c. Did I use a brand name or trademark in a non-confusing and truthful manner to describe compatibility (generally allowed) instead of similarity (not allowed)?

The table below shows examples of correctly and incorrectly branded listings under Amazon listing policy:

Listing title	Brand	Status of listing
AmazonBasics Speaker	(blank)	Inactive listing due to incorrect Brand field. Because the Brand attribute is blank (not “AmazonBasics”), the listing title cannot imply that the product is an AmazonBasics product.
AmazonBasics Speaker	AmazonBasics	Active listing, with correct Brand field use and acceptable title.
Six foot USB charging cable, compatible with AmazonBasics speaker	(blank)	Active listing, with acceptable title and Brand field use, IF the charging cable is only compatible with AmazonBasics speakers and not also with all other electronic devices (if the cable is compatible with several brands but not all, it is acceptable to use the most important brand in the product title and list

Listing title	Brand	Status of listing
Wireless Speakers with six foot USB charging cable, compatible with AmazonBasics speaker	Wireless Speakers Inc.	the others in the bullet points). Title indicates compatibility without implying that this is an AmazonBasics branded product; Brand field may be blank for generic product. Active listing, with correct Brand Field use and acceptable title, IF the charging cable is only compatible with AmazonBasics speakers and not also with all other electronic devices (if the cable is compatible with several brands but not all, it is acceptable to use the most important brand in the product title and list the others in the bullet points).

If you are not sure, you should consult a lawyer.

7. What is Counterfeiting?

Counterfeiting is a specific type of trademark infringement. A counterfeit is an unlawful reproduction of a registered trademark, or a mark that is very similar to a registered trademark, on a product or packaging.

A lookalike item sold on a **separate** product detail page without the improper use of a registered trademark is not a counterfeit, even though the item might look similar or identical to the trademarked product. However, lookalike products may infringe upon other intellectual property design rights or constitute (in some countries) unfair competition or passing off.

Patent

1. What is a patent?

A patent is a form of legal protection for inventions. - An issued patent grants its owner the right to exclude others from making, using, offering to sell, selling or importing the invention into the country which granted patent protection for a fixed number of years.

2. Are there different types of patents?

Not in the EU [or the UK](#). Other countries distinguish different patent types, though. For instance, in the United States, there are two principal types of patents: Utility patents and Design patents.

3. What is the difference between a patent, trademark, and a copyright?

A patent is different from a copyright in that it does not protect the expressive content of a creative work like a book or a picture, but protects a specific invention, such as a new method of printing books, or a new type of camera.

Refer to The [European Patent Office](#) website (or for UK, the [UK IPO](#) website) to find out more about patents.

4. **How can I make sure that I do not violate someone's patent when selling on Amazon?**

The manufacturer or authorised distributor of a product might be able to assist you with patent-related issues. If you are unsure whether your content or product violates someone else's patent, you should consult a lawyer before listing on Amazon.

Industrial Designs

1. **What is an industrial design?**

An industrial design is a form of legal protection for an original ornamental plastic form of an object or set of lines and colours that may be applied to a product. An industrial design protects the appearance of a product and is intrinsically linked to a product.

2. **How can I make sure that I do not violate someone's design when selling on Amazon?**

The manufacturer or distributor of a product might be able to assist you with design-related issues. If you are unsure whether your content or product violates someone else's design, you should consult a lawyer before listing on Amazon.

Parallel imports

1. ~~What is a parallel import?~~

~~Intellectual property rights owners (in particular trademark owners, copyright holders and their licensees) may prohibit you from importing or selling their goods in the European Economic Area (EEA) if you sourced them outside the EEA.~~

~~This prohibition applies even if the rights owner distributes the same product type in the EEA or does not distribute in the EEA, as long as they hold an intellectual property right in the EEA. Therefore, if you intend to list branded products or media items, for example on Amazon's EU marketplaces which you source outside the EEA, seek expert legal advice and make sure that the rights owner does not object to such parallel import.~~

~~Otherwise, Amazon may be asked by the rights owner to take down your listings on Amazon's EU marketplaces for IP infringement.~~

~~Parallel import of goods sourced outside the EEA for sale in the EEA with the rights owner's consent could still affect customer experience if the non-EEA product differs from the EEA version in any way (for example, packaging, warranty coverage, and product variations). Describe your product appropriately to avoid negative customer feedback.~~

~~2. How can I make sure that I do not sell (illegal) parallel import goods?~~

~~Ensure that you only sell products on Amazon's EU marketplaces which you have either imported yourself with the rights owner's consent, or which you have sourced, directly or indirectly, from a supplier who has been authorised by the rights owner to import the products into the EEA (for example, a subsidiary of the rights owner or an authorised EEA distributor). Note: If the rights owner challenges your sales of non-EEA products, you will have to prove that these were imported into the EEA with the rights owner's consent. So make sure that you keep the invoices, authorisation letters, and so on for these products.~~

Utility models

1. What is a utility model?

A utility model is another form of legal protection for inventions, but for so-called 'minor inventions'. The registration system is similar to the patent system. Not all [EU Member States](#) [European countries](#) have utility models, but Spain, Italy, France, and Germany have this type of IP right.

2. What is the difference between a utility model and a patent?

In its basic definition, a utility model is very similar to a patent, except that the requirements for acquiring a utility model are less stringent than for patents (quicker registration without the examination of novelty, inventive steps, and industrial applicability).

3. How can I make sure that I do not violate someone's utility model when selling on Amazon?

The manufacturer or authorised distributor of a product might be able to assist you with utility model-related issues. If you are unsure whether your content or product violates someone else's utility model, you should consult a lawyer before listing on Amazon.

Refer to the [European IPR Helpdesk](#) for more information about utility models.

Designs

1. What is a design?

A design is a form of legal protection for the appearance of the entire product or a part of it which results, in particular, from the characteristics of line, contours, colours, form, surface structure, or materials of the product, or its decoration, or all of the characteristics. Any industrial or handicraft item including packaging, graphic symbols, and typefaces qualify as a product. Parts of products that can be taken apart and reassembled can also be protected.

Design is territorial: a design owner usually protects a design by registering it with a country-specific office (for example, [DPMA](#) in Germany, [UIBM](#) in Italy, [OEPM](#) in Spain), [UK IPO](#) in the United Kingdom) or with a cross-border office, such as the [European Union Intellectual Property Office](#) (obtaining a registered Community design).

According to [European EU and UK](#) law, a design can be registered, but unregistered designs are also protected to some extent. Unregistered design rights are acquired automatically and with no need for formalities. The unregistered [EU](#) design right is more limited in scope as well as duration (3 years) than the [EU](#) registered design right. [The UK unregistered design right is different to the unregistered EU design right – most notably, the UK unregistered design right lasts for a maximum of 15 years from when first recorded in a design document or \(if earlier\) from when an article is first made to the design.](#)

2. How can I make sure that I do not violate someone's design when selling on Amazon?

The manufacturer or authorised distributor of a product might be able to assist you with design-related issues. If you are unsure whether your content or product violates someone else's design, you should consult a lawyer before listing on Amazon.- Refer to the [EUIPO](#) website (or for UK, the [UK IPO](#) website) to find out more about designs.

1. Parallel imports What is a parallel import?

EEA

[Intellectual property rights owners \(in particular trademark owners, copyright holders and their licensees\) may prohibit you from importing or selling their goods in the European Economic Area \(EEA\), if you sourced them from outside the EEA.](#)

Where the rights owner has the right to prohibit you from selling their goods in the EEA, this prohibition applies even if the rights owner distributes the same product type in the EEA or does not distribute in the EEA, as long as the rights owner holds an intellectual property right in the EEA. Therefore, if you intend to list e.g. branded products or media items on Amazon's EU marketplaces which you source outside the EEA (for instance, in the UK or the US) or from unofficial channels within the EEA, seek expert legal advice and make sure the rights owner does not object to such parallel import. Otherwise, Amazon may be asked by the rights owner to take down your listings on Amazon's EU marketplaces for IP infringement. Whether or not exhaustion applies may differ on an item-by-item basis so you should check the position in relation to each item you intend to list.

Parallel import of goods sourced outside the EEA for sale in the EEA with the rights owner's consent could still affect customer experience if the non-EEA product differs from the EEA version in any way (e.g., packaging, warranty coverage, product variations). Describe your product appropriately to avoid negative customer feedback.

UK

The laws in the UK are very similar to those in the EEA. IP rights owners may prohibit you from importing or selling their goods in the UK unless you, your supplier or an upstream supplier have the rights owner's consent to sell the items in the EEA or UK (i.e. the products are "exhausted" in the EEA or the UK). It is important to note that a rights owner can prohibit the sale of an item that you sourced in the UK in Amazon's European marketplaces outside UK if they have not consented to the sale of that item in the EEA.

2. How can I make sure that I do not sell (illegal) parallel import goods?

EEA

Make sure only to sell products on Amazon's EU marketplaces which you have either imported yourself with the rights owner's consent, or which you have sourced – directly or indirectly – from a supplier who has been authorized by the rights owner to import the products into the EEA (e.g. a subsidiary of the rights owner or an authorized EEA distributor). Note that if the rights owner challenges your sales of non-EEA products, you will have to prove that these were imported into the EEA with the rights owner's consent. So make sure to keep the invoices, authorization letters etc. for these products.

Example: If you decide to sell a used copy of someone else's book on Amazon in the EEA, you are selling someone else's copyrighted work. If you bought the book from the publisher in the EEA or an authorized distributor, you are usually protected by the exhaustion principle. But if you, or your supplier or your supplier's supplier, bought the book outside the EEA, you are probably infringing copyright by reselling it in the EEA.

UK

Make sure you only sell products on Amazon's UK marketplace which you have imported into the EEA or UK yourself with the rights owner's consent (including their consent for you to sell in the EEA or the UK), or which you have sourced – directly or

indirectly – from a supplier who has been authorized by the rights owner to import or sell the products in either the EEA or the UK (e.g. an authorised subsidiary of the rights owner or an authorized EEA or UK distributor). Note that if the rights owner challenges your sales of products on the ground that they are illegal parallel imports, you will have to prove that these were imported or sold in the UK or the EEA with the rights owner's consent. So make sure to keep the invoices, authorization letters etc. for these products.

Example: If you decide to sell a used copy of someone else's book on Amazon in the UK, you are selling someone else's copyrighted work. If you bought the book from the publisher in the EEA or UK, or from an authorized distributor of the publisher in the EEA or UK, you are usually protected by the exhaustion principle. But if you, or your supplier or your supplier's supplier, bought the book outside the EEA or UK, you are probably infringing copyright by reselling it in the UK.

What to do if your account receives a warning or suspension

1. What happens when I receive a warning that my listing is being removed due to a report of intellectual property rights infringement? What if I own the rights to the intellectual property?

If you receive a warning for infringement, you will have several options to appeal or dispute the claim:

- a. If you receive a warning for a product you never listed on Amazon, reply to the notification you received and let us know that you have never listed the reported product. We will investigate it to determine if an error occurred.
- b. If you have an established relationship with the rights owner who submitted the complaint (licence, manufacturing or distribution agreement, and so on for), we encourage you to contact the rights owner and request that the complaint be retracted. If we receive a retraction from the rights owner, your content may be reinstated. The rights owner's contact information is provided in the warning you received.
- c. If you believe that a rights owner, or Amazon, made an error when removing your product listing, reply to the notification you received and provide specific reasons as to why you believe a mistake was made. Provide any invoice or Order ID that demonstrates the authenticity of the product, where appropriate. We will then re-evaluate the notice and your content may be reinstated.

2. What do I do if I have received multiple warnings of intellectual property infringement?

If you have received multiple warnings of intellectual property infringement and you believe you are selling authentic products, appeal via your Seller Central account with the following information:

A list of the allegedly infringing ASINs and at least one of the following:

- a. Invoices proving the authenticity of your products; or
- b. Order IDs demonstrating product authenticity; or
- c. An authorisation letter from the rights owner (that is not a forwarded email)

3. What do I do if my account has been suspended?

If your account has been suspended as a result of rights owners submitting notices of intellectual property infringement against your products or content, you can provide us with a viable Plan of Action that includes the following information:

The reasons why you were selling allegedly infringing products, or uploaded allegedly infringing content, or both

- a. The steps you have taken to ensure that you are no longer infringing
- b. How you will avoid infringement in the future
- c. Any other pertinent information

You should send your Plan of Action via your [account dashboard](#) or reply to the account suspension notification that you received. We will evaluate your Plan of Action and determine whether your account may be reinstated. Note that Amazon terminates the accounts of repeat infringers in appropriate circumstances.

4. What if I didn't know I was violating someone's intellectual property?

Sellers are expected to follow the law and Amazon's policies. Amazon takes claims of intellectual property infringement seriously. Even if a seller is infringing on someone's intellectual property without knowledge, we will still take action and the seller's account might receive a warning or be suspended. You should consult a lawyer for help to ensure that your business has the right procedures in place to prevent IP infringement.

5. What do I do if I receive a notice for parallel import?

~~Parallel import is an EU-specific type of IP infringement. Refer to the information above. If your products have been imported into the EEA with the rights owner's consent~~ If your products are not illegal parallel imports, we strongly encourage you to contact the rights owner to address the complaint directly and obtain a retraction. Only if the rights owner is unresponsive, you may appeal to us by providing us with evidence that the specific products you sold were imported into ~~the EEA~~ and sold in the relevant territory (EU/UK) with the rights owner's permission. Invoices showing that you sourced from an authorised distributor of the rights owner may be one type of such evidence.

