

Youtube Content as an Object Of Fiduciary Guarantee in a Debt Receivable Agreement

Okta Auliazahara¹, Mohamad Fajri Mekka Putra²
^{1,2}Faculty of Law, Universitas Indonesia, Indonesia

ARTICLE INFO

Article history:

Received Nov 12, 2022
Revised Nov 28, 2022
Accepted Dec 06, 2022

Keywords:

Youtube Contents;
Digital Assets;
Fiduciary Guarantees;

ABSTRACT

Government Regulation Number 24/2022 (PP 24/2022) has just regulated the provision of guarantees for intellectual property created by creative economy actors. YouTube content as one of the copyrighted works is included in the intellectual property in question. Even though it has been regulated, the government is still making preparations for its implementation. Where it is still not clear the scheme and its implementation. Based on this, the problems are formulated, how to measure YouTube content as a digital asset and how YouTube content can be used as an object of fiduciary security in a debt agreements. The result is that YouTube content can be regarded as a digital asset based on the economic value or income generated from the adsense feature. This income, later could become a value in fiduciary guarantees. The advice that can be given in this study is the need for good supervision in creating schemes and best implementation of making YouTube content an object of fiduciary guarantees in debt agreements.

ABSTRAK

PP 24/2022 baru saja mengatur mengenai pemberian jaminan terhadap kekayaan intelektual yang diciptakan oleh para pelaku ekonomi kreatif. Konten YouTube sebagai salah satu karya yang dilindungi hak cipta turut masuk kedalam kekayaan intelektual yang dimaksud. Meskipun telah diatur, pemerintah masih melakukan persiapan bagi pelaksanaannya. Dimana masih belum jelas skema dan pelaksanaannya. Berdasarkan hal tersebut dirumuskan masalah yaitu bagaimana cara mengukur konten YouTube sebagai suatu aset digital dan bagaimana konten YouTube dapat dijadikan objek jaminan fidusia dalam perjanjian utang piutang. Hasilnya ialah konten YouTube dapat dikatakan sebagai suatu aset digital berdasarkan nilai ekonomis atau pendapatan yang dihasilkan dari fitur *adsense*. Pendapatan tersebut yang nantinya dapat menjadi nilai dalam penjaminan fidusia. Saran yang dapat diberikan dalam kajian ini ialah perlunya pengawasan yang baik dalam menciptakan skema maupun pelaksanaan yang maksimal terhadap dijadikannya konten YouTube sebagai objek jaminan fidusia dalam perjanjian utang piutang.

This is an open access article under the [CC BY-NC](https://creativecommons.org/licenses/by-nc/4.0/) license.



Corresponding Author:

Okta Auliazahara,
Faculty of Law,
Universitas Indonesia,
Pondok Cina, Kecamatan Beji, Kota Depok, Jawa Barat 16424
Email: okta.auliazahara@ui.ac.id

I. INTRODUCTION

The development of technology must be accompanied by legal developments. Nowadays, there are so many creative economy actors who earn money from the content they create in the form of writing, images, songs, to videos. The creative economy is the embodiment of added value from intellectual property sourced from human creativity based on cultural heritage, science, and/or technology. (Government Regulation on the Creative Economy, PP No. 24 of 2022, LN Number 151, Year 2022,

TLN Number 6802, PS. 1 Number 1, n.d.) Intellectual Property is property that arises or is born due to human intellectual abilities through its inventiveness, taste, and character which can be in the form of works in the fields of technology, science, art and literature. (*Peraturan Pemerintah Tentang Ekonomi Kreatif, PP No. 24 Tahun 2022, LN Nomor 151, Tahun 2022, TLN Nomor 6802, Ps. 1 Angka 6, n.d.*)

The government passed regulations governing intellectual property that can be used as a treasury guarantee for a debt receivable agreement. The regulation in question is the Government Regulation of the Republic of Indonesia Number 24 of 2022 concerning Implementing Regulations of Law Number 24 of 2019 concerning the Creative Economy (PP 24/2022). Through PP 24/2022, creative economy actors can get financing by directing digital property as a treasury with a representation of value.

The receivables debt agreement is included in the type of loan and loan agreement regulated in the Thirteenth Chapter of the Third Book of the Civil Code (Civil Code). Article 1754 of the Civil Code explains if, borrowing and borrowing is an agreement by which one party gives to the other party a certain amount of goods that are exhausted due to use, provided that the latter party will return the same amount of the same kind and circumstances as well.

The receivables debt agreement itself can be interpreted as a certain agreement carried out between the creditor as the debt lender and the debtor as the recipient of the debt loan, where the object is in the form of money, by stating the period, and obliging the debtor to return the debt accompanied by interest within a predetermined period / mutually agreed upon.

A debt receivable agreement, usually often attached to treasury or individual guarantees. This guarantee serves to ensure that if the debtor (recipient of the debt loan) cannot pay the debt within a certain period of time, it can be replaced with the guarantee. A treasury guarantee is a guarantee whose object is in the form of goods, both movable and immovable goods, specifically intended to guarantee the debtor's debt to the creditor if in the future the debt cannot be paid by the debtor. Treasury guarantees in accounts receivable agreements can be liens, fiduciaries, dependent rights, and mortgages.

In Article 9 Paragraph (2) letter a PP 24/2022, it is explained that the debt guarantee used on intellectual property is a fiduciary guarantee. A fiduciary is a transfer of ownership rights to an object on the basis of a trust provided that the object to which the right of ownership is transferred remains in the possession of the owner of the object. (Indonesia, Undang-Undang Tentang Jaminan Fidusia, UU No. 42 Tahun 1999, LN Nomor 168, Tahun 1999, TLN Nomor 3889, Ps. 1 Angka 1., n.d.) The transfer of title to the property is provided as a guarantee.

Fiduciary guarantee is the right of guarantee for movable objects both tangible and intangible and immovable objects, especially buildings that cannot be burdened with dependent rights as referred to in Law Number 4 of 1996 concerning Dependent Rights that remain in the control of the Fiduciary Provider, as collateral for the repayment of certain debts, which gives priority to the Fiduciary Recipient over other creditors. (Indonesia, Undang-Undang Tentang Jaminan Fidusia, UU No. 42 Tahun 1999, LN Nomor 168, Tahun 1999, TLN Nomor 3889, Ps. 1 Angka 2., n.d.)

In Article 10 of PP 24/2022, it is explained that intellectual property that can be used as an object of debt guarantee is in the form of: Intellectual Property that has been recorded or registered with the ministry that organizes government affairs in the field of law; and Intellectual Property that has been managed either by itself and/or transferred rights to other parties.

Intellectual property that can be used as an object of fiduciary guarantee on receivables debt agreements can be copyrights, patent rights, trademark rights, and others that have been recorded or registered with the Ministry of Law and Human Rights. In the implementation of the creative economy, one of the discussions is copyright in digital form or via the internet. One of them is YouTube content which is protected by copyright. Copyright is the exclusive right of the creator that arises automatically based on the declarative principle after creation is realized in tangible form without prejudice to restrictions in accordance with the provisions of laws and regulations.

(Indonesia, Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Ps. 1 Angka 1, n.d.)

YouTube content is a creation protected by copyright, protected by Law Number 28 of 2014 concerning Copyright (UUHC). YouTube content is created by its creator which is then published through an electronic media page, namely YouTube. Nowadays, many YouTube content creators benefit from their creations. PP 24/2022 facilitates creative economy actors, especially YouTube content creators, to make their work as a basis for fiduciary guarantees if they want to borrow money from the Bank. With the existing selling point, the bank will be able to provide loans to the creator of the YouTube content.

Even so, there are several problems in its implementation, ranging from royalty rules on YouTube content to how to calculate and implement YouTube content as a fiduciary guarantee for debt receivable agreements that have not been widely discussed so it is worth researching through this research.

Based on the explanation above, the formulation of the problem can be formulated, namely how to measure YouTube content as a digital asset and how YouTube content can be used as an object of fiduciary guarantee in a debt receivable agreement. To answer the formulation of the problem, we will discuss the legal basis, legal protection, feasibility assessment, royalties to the execution of YouTube content as a fiduciary guarantee for the receivables debt agreement.

This study aims to find out YouTube content as an object of fiduciary guarantee in accounts receivable debt agreements based on existing laws and regulations. In addition, this research also aims to provide benefits for readers and to immediately fill the existing legal gaps.

II. RESEARCH METHOD

The type of research used in this study is normative juridical research. Normative juridical research is literature law research carried out by examining literature materials or mere secondary data. (Soerjono Soekanto & Sri Mahmudji, 2003) This research is carried out in order to obtain materials in the form of theories, concepts, legal principles and legal regulations related to the subject matter. The scope of normative legal research according to Soerjono Soekanto includes: (Soerjono Soekanto & Sri Mahmudji, 2003) Research on legal principles; Research on legal systematics; Research on the degree of synchronization of laws vertically and horizontally; Legal comparison; Legal history.

The scope of legal research studied in this study is on legal systematics and the level of legal synchronization vertically and horizontally. This research is based on the fact that the regulation of YouTube content as an object of fiduciary guarantee in lending agreements is still new and has not been implemented perfectly because there is still a legal vacuum in its implementation..

This research was conducted using a data collection tool, namely a literature study or document study (documentary study) to collect secondary data related to the problem posed, by studying books, legal journals, research results and documents of laws and regulations.

The data that has been obtained is then analyzed through an explanatory analysis approach. Explanatory typology is research that strengthens or tests the results of existing research or legal circumstances, so as to refine and provide new nuances in the application of legal theories or norms.

The approach used in this study is a statutory approach. The statute approach is research that prioritizes legal materials in the form of laws and regulations as basic reference materials in conducting research. The statute approach is usually used to examine laws and regulations in which there are still shortcomings or even fertilize the practice of deviations either at the technical level or in their implementation in the field. This approach is carried out by examining all laws and regulations related to the problems (legal issues) that are being faced. This statutory approach, for example, is carried out by studying the consistency/conformity between the Basic Law and the Law, or between one Law and another.

III. RESULTS AND DISCUSSION

YouTube is one of the social media with a website that provides a variety of videos ranging from video clips to movies, as well as videos made by YouTube users themselves. (Kompasiana, 2016) The history of YouTube began in 2005 when 3 (three) employees of a financial company in the United States came up with the idea of watching videos on social media. A year since its birth, in 2006 YouTube has grown rapidly beating the social media that already existed. The extraordinary development of YouTube is even considered to have beaten the popularity of televisions that were previously the center of public viewing.

To benefit from YouTube, YouTube has a program called *the YouTube Partnership Program*. The *YouTube Partnership Program* is designed specifically for creators, especially for individuals who want to become YouTube regulars. Creators must first have a google account to broadcast their channel and an adsense account to receive profits from advertising. Creators also have moral obligations that must be fulfilled to keep the resulting video from violating ethics, including citation ethics and copyright protection. YouTube actively educates its creators and consumers to continue to respect each individual's copyright through the YouTube Academy program. In addition, creators must also be consistent in publishing impressions, getting the number of likes, comments and subscribers in order to continue to get adsense benefits.

YouTube (*AdSense*) account owners can get an economic benefit, namely getting paid called "*monetizing*" from the number of ads entered into their YouTube video content, which is also determined by the number of viewers or viewers of the video content. YouTube gets permission to insert ads in uploaded videos, and users will get a 45% (forty-five percent) share of the ad, while the remaining 55% (fifty-five percent) goes to YouTube.(Anak Agung Gede Mahardhika Geriya, 2021) Based on this explanation about YouTube, it is known that the owner of a YouTube account (adsense) if he uploads video content through his account and many ads are included in the video content and many viewers, he will get a lot of economic benefits.

YouTube's own content is protected by copyright. Copyright is the exclusive right of the creators to publish or reproduce a work or give permission to others to do the same within the limits of applicable law. Basically, copyright is the "right to copy a work", or the right to legally enjoy a work. Copyright also allows the rights holder to restrict the use, and prevent unauthorized use, of a work. Given that exclusive rights contain economic value that not everyone can pay for, then for the fairness of exclusive rights in copyright has a certain limited validity period. (Haris Munandar & Sally Sitanggang, 2008).

Article 1 number 2 of the UUHC explains that a Creator is one or several people who individually or jointly produce a creation that is distinctive and personal. The parties that can be referred to as creators are: (Indonesia, Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Ps. 31, n.d.) The person referred to in creation; The person who is declared the Creator of a creation; The person named in the creation registration letter; Listed in the general list of creations as creators.

Any things protected can be categorized and protected by copyright, which are as follows:(Indonesia, n.d.) Books, computer programs, lay out pamphlets of published papers, and all other written works; Lectures, lectures, speeches, and other similar creations; Props made for the benefit of education and science; Songs and/or music with or without text; Drama, musical drama, dance, choreography, puppetry, and pantonym; Works of fine art in all forms such as paintings, drawings, engravings, calligraphy, sculpture, sculpture, collage and applied arts; Architectural works; Map; Batik artwork or other motif art; Photographic works; Cinematographic works; Translations, interpretations, arrangements, potpourri, databases, adaptations, arrangements, modifications and other works of diversion; (Ok.Saidin, 2013)

YouTube content as a protected work can be in the form of songs and/or music, cinematographic works and others. As a work protected by copyright, YouTube content should also be registered even if the work is uploaded through electronic media. YouTube provides a variety of protections related

to non-creation as stated in the terms and conditions and *community guidelines*. Youtube has also developed a *Content ID* feature that can protect copyright, especially music/songs, so that if content is found that violates the terms then the content can be removed.

Content ID is an automated and scalable system that identifies user-uploaded videos against copyrights that partners own, by providing a YouTube partner copyright reference first. When a video is found, YouTube applies the policy that its partners want. Partners can monetize, block, or track content that bears a resemblance to the content they own. That way, YouTube partners (*publishers, labels, collective management agencies, etc.*) can give other creators permission to create with their creators' or artists' work, and then reap the benefits. (Kementerian Hukum dan HAM RI, 2022).

Copyright is one type of IPR and is in line with various objects including as non-bodied movable objects. (Gatot Supramono, 2010) This means that copyright is a transferable right. In practice, copyright can be used as an object of fiduciary guarantee. In copyright, there is an understanding of the idea and conception of property rights which means that the right can be defended against anyone who interferes and in other countries copyright is seen as property (property rights). (Shopar Maru Hutagalung, 1994) With this arrangement, people no longer need to doubt the status of copyright in the law of things. (Gatot Supramono, 2010).

Copyright is thus the right to an object that a person has with the power to defend the right of that thing against another person of bad intentions. Thus, YouTube content can also be considered as a digital asset. The existence and function of assets change over time, shifting from conventional to digital forms, where these assets are no longer physical or commonly known as digital assets. Digital assets do not have a form that can be perceived or physically viewed using the human senses. Although they have no real form, digital assets are widely used by humans in everyday life and can even have economic value. The use of digital assets is restricted to use only within cyberspace. Although digital assets only exist and are useful in cyberspace, they can have an impact on various aspects of people's lives regardless of their form. The effects of the existence of digital assets have an impact on social, economic and even cultural aspects. Sausage media as one of the digital assets can be used to earn income such as YouTube.

Regulations on Intangible Assets in wealth law in Indonesia, can be found in the regulation of wealth in Book II of the Civil Code. Property is any good and every right that can be controlled by property rights. (KUHPperdata, Ps. 499, n.d.) Some experts suggest that such rights can also be interpreted as intangible property. Types of assets or assets according to the Civil Code are described in Article 503 of the Civil Code which states that assets or assets can be tangible or intangible.

There are several elements that can be the basis for determining whether something can be categorized into a treasure or not. The first element is the object of the law. Property as a matter of law, is everything that is useful to the subject of law that includes both human beings and legal entities, and which can be the subject of a legal relationship because it can be controlled. Social media accounts as part of digital assets have a wide array of functions and uses for social and business-oriented users. Nowadays, social media accounts can also take legal action that can be proven by the case of a YouTube account owner who sold his account for charity or commercial purposes. Based on this activity, it can be concluded that social media meets the element as an object of law and as part of wealth because there is economic value in it.

Secondly, social media accounts are exclusive, that is, they can only be accessed using a password owned by the account owner. Based on this, social media accounts meet the requirements that can be controlled or owned. Social media accounts as digital assets are intangible and exclusive treasures, (David Nelmark, 2004) So that it meets the requirements as both tangible and intangible property. The last element is not a right. Social media accounts as digital assets are not rights, but are rights limited to electronic media.

Digital assets can be used as fiduciary guarantees. Digital assets when viewed from the perspective of the law of the treasury are movable but intangible objects, seeing their character and nature that easily follow the will of the owner or are easily transferred through digital and the internet.

Digital assets can be stored in electronic devices *or servers* and can also be moved between *one device* to another *or one server* to another by using electronic networks and the internet. Based on this explanation, digital assets can qualify as the requirements of *an object or zaak*. So it can be concluded that a digital asset is a movable object that can be moved or transferred from one owner to another and is an intangible object because it is digital, through electronics with an internet network. However, in the guarantee law, there are no laws and regulations governing it.

YouTube content as a digital asset can be used as collateral in the form of fiduciary guarantees. YouTube content itself has fulfilled the provisions of the object of guarantee, namely movable objects that are intangible, have economic value and take the form of rights that can be transferred through the transfer of copyright. Copyright may be transferred in whole or in part, because: (Indonesia, Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, 2014) Inheritance; Grant; Testament; Written agreement; or Other causes justified by legislation.

Fiduciary, which comes from the word *fiduciair or fides* or trust, is the surrender of property rights to objects with trust as collateral (collateral) for the repayment of creditors' receivables. The surrender of title to this object is intended only as collateral for the repayment of certain debts, which gives priority to the fiduciary recipient (creditor) over other creditors. (Rachmadi Usman, 2008a)

In the Fiduciary Guarantee the transfer of title is intended solely as collateral for the repayment of the debt, not for the subsequent possession of the Fiduciary beneficiary. This means the transfer of ownership rights over an object by continuing possession of the object in question for the benefit of the Fiduciary Beneficiary. The transfer of title on the basis of trust, does not actually make the creditor the owner of the object that has been used as the object of the fiduciary guarantee, but only gives the creditor a right of guarantee as the purpose of the word "transfer" is nothing but to provide a guarantee for the fulfillment of the right of charge for execution of the guarantee.

The object of the Fiduciary Guarantee is a movable object consisting in inventory, merchandise, receivables, machine tools and motor vehicles, ownership of intellectual property rights and others. In other words the object of the Fiduciary Guarantee is limited to movable materiality. In order to meet the evolving needs of the community, Law Number 42 of 1999 concerning Fiduciary Guarantees (UUJF) provides a broad understanding of the object of Fiduciary Guarantees, namely: (Rachmadi Usman, 2008b) Tangible moving objects; Intangible moving objects; Immovable objects, which cannot be burdened with Dependent Rights or mortgages.

Fiduciary guarantees can be used in accounts receivable agreements. Debt can be interpreted as money borrowed from another person or the obligation to pay back what he has already received. A debt is an obligation of a person that must be settled to another person. In this case in general the borrower is called (debtor), and the lender is called (creditor). The occurrence of debt receivables, generally begins with an agreement both written and oral. However, a large amount of receivables debt agreement is better done with a written agreement before the authorized official because it is recorded both the amount, date, and time so that it can provide strong evidence and legal certainty. But if it is done orally then you will have difficulty charging it because you don't have strong evidence.

Debt Receivable Agreement Debt receivables are regulated in Civil law, all accounts receivable are guaranteed with the property of the debtor (debtor) both movable and immovable, both existing and future. All the debtor's treasury (debtor) becomes collateral for his debts. Article 1131 of the Civil Code specifies:

"All movable and immovable goods belonging to the debtor, both existing and future, become collateral for the debtor's individual engagements."

An agreement is a legal act carried out by the parties as stipulated in Article 1313 of the Civil Code which reads "An agreement is an act by which one or more persons bind themselves to one or more persons." An agreement is considered valid if it has complied with the provisions of Article 1320

of the Civil Code, namely: Agreed those who tied themselves; The ability to make an engagement; A certain thing; A lawful cause.

If these four conditions are met, the agreement that has been made, including accounts receivable, is valid according to law. So that both parties must fulfill the agreement on the content of the agreement. As a result of a validly concluded agreement, it applies as a law to both parties. The principle of *pacta sun servanda* as Article 1338 of the Civil Code asserts "*all consents validly made are valid as laws to those who make them*". The agreement is irrevocable other than by agreement of both parties, or for reasons prescribed by law.

The guarantee agreement attached to the receivables agreement as the principal agreement is *accessoir*. The principal agreement must first exist and then a guarantee agreement can appear, because the collateral agreement is *accessoir* hanging over to the receivables debt agreement (Gatot Supramono, 2013). The nature of the *accessoir* appears that when the principal agreement is completed, it results in the guarantee agreement also being completed. The guarantee agreement is unlikely to continue to stand if the receivables agreement has expired, because the guarantee agreement no longer has a function. There is no longer any debt pledged by the debtor. Usually, the provision of guarantees and accounts receivable agreements are made in the form of notarial deeds in order to be the perfect evidentiary force

The fiduciary guarantee agreement attached to the underlying agreement, namely the receivables agreement, must be registered with the Fiduciary Registration Office located in the Regional Office of the Ministry of Justice and Human Rights in each provincial capital in the territory of the Republic of Indonesia. Nowadays, registration is easier because it can be done electronically

The application for registration of the fiduciary guarantee is made by the fiduciary beneficiary, his attorney or representative by attaching a statement of registration of the fiduciary guarantee. The registration statement contains: Identity of the Fiduciary Giver and Receiver; The date, number of the Fiduciary guarantee deed, name, place of residence of the notary who made the Fiduciary Guarantee deed; Fiduciary-guaranteed principal agreement data; Description of the Object to which the Fiduciary Guarantee is subject; Underwriting value; The value of the object of the Fiduciary Guarantee.

The fiduciary registry office records the fiduciary guarantee in the Fiduciary Register Book on the same date as the date of receipt of the application for registration. The fiduciary registration office issues and submits to the fiduciary beneficiary on the same date as the date of receipt of the application for registration. The Fiduciary Guarantee Certificate which is a copy of the Fiduciary Register Book contains records of the terms of the fiduciary guarantee registration requirements. The fiduciary guarantee was born on the same date as the date on which the Fiduciary guarantee was recorded in the Fiduciary Register Book.

PP 24/2022 provides an opportunity for YouTube content copyright owners to be able to make the content an object of debt guarantee in the form of fiduciary guarantees. Article 9 paragraph (2) PP 24/2022 reads:

- (2) The object of debt guarantee as referred to in paragraph (1) shall be carried out in the form of:
- a. Fiduciary guarantees on Intellectual Property;
 - b. Contracts in Creative Economy activities; and/or
 - c. Bill of rights in creative economy activities

Intellectual property that can be used as an object of debt guarantee must have been recorded or registered with the ministry that organizes government affairs in the field of law and has been managed either by itself and/or transferred its rights to other parties. YouTube in collaboration with the Directorate General of Intellectual Property of the Ministry of Law and Human Rights of the Republic of Indonesia (DJKI) made relevant systems and laws and regulations so that copyright owners do not need to directly register their creations with djki to get copyright protection. Copyright is an exclusive right that the creator gets automatically after turning his idea into a real work. So

that without the need to register with DJKI directly, YouTube content has received copyright protection.

The calculation of the value of YouTube content as an object of guarantee in a debt receivable agreement, can be judged by monetization. Through this monetization, you can see the income and value of the Youtube account if it is managed properly. It is this calculation that can later be used by the parties to be able to provide debts to debtors. Currently, many banks are preparing a scheme for implementing fiduciary guarantees with collateral objects in the form of YouTube content that is assessed as digital assets.

One of the concerns of the bank is if a default is made, whether the YouTube content can be executed and how to execute it. Based on the explanation above, it can be seen that YouTube content can be transferred ownership to other parties. By transferring income from *AdSense* from the debtor to the creditor who is registered and registered with the YouTube manager.

In recent years, there have been many legal actions to buy and sell YouTube accounts that prove that YouTube accounts and the content in them can be transferred to other parties. With this move, the money from the income of the YouTube account and its content can be used as debt repayment.

IV. CONCLUSSION

YouTube content created by its creators has provided many economic benefits with various programs provided by YouTube so that its creators can receive income from their creations. Through the *AdSense* feature, YouTube account owners or YouTube content creators can receive revenue from ads so that the content can be said to be a copyrighted digital asset. YouTube content can be said to be a digital asset based on the economic value or income generated from *AdSense features*. The income can later become a value in the fiduciary guarantee.

YouTube content can be used as an object of fiduciary guarantee in the receivables debt agreement regulated in PP No. 24/2022. Article 9 paragraph (2) letter a PP No. 24/2022 facilitates the provision of fiduciary guarantees to the creators and actors of the creative economy in Indonesia. This has a positive impact on creative economy actors, in addition to facilitating the economy, their creations are also recognized. Currently, both the government and banks are preparing implementing rules and implementation schemes to facilitate YouTube content to become the object of fiduciary guarantees. By being able to make an object of fiduciary guarantee, it proves that both the YouTube content and the account of the YouTube content owner can be a digital asset that can be cashed out or pledged. Then, the advice that can be given from this research is the need for good supervision in creating schemes and maximum implementation of YouTube content as an object of fiduciary guarantee in debt receivable agreements.

Refferences

- Anak Agung Gede Mahardhika Geriya. (2021). Pelanggaran dan Kebijakan Perlindungan Hak Cipta di YouTube”, . *Jurnal Living Law*, 13(2), 100–110.
- David Nelmark. (2004). “Virtual Property: The Challenges of Regulating Intangible, Exclusionary Property Interests such as Domain Names. *Northwestern Journal of Technology and Intellectual Property*, 3(1), 1–19.
- Gatot Supramono. (2010). *Hak Cipta dan Aspek-aspek Hukumnya*. Jakarta: PT Rineka Cipta.
- Gatot Supramono. (2013). *Perjanjian Utang Piutang*. Jakarta: Kencana.
- Haris Munandar, & Sally Sitanggang. (2008). *Mengenal HAKI Hak Kekayaan Intelektual: Hak Cipta, Paten, Merek Dan Seluk Beluknya*. Jakarta: Erlangga.
- Indonesia, *Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Ps. 12.*
- Indonesia, *Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Pub. L. No. 16 ayat (2) huruf a (2014).*
- Indonesia, *Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Ps. 1 angka 1.*
- Indonesia, *Undang-Undang Tentang Hak Cipta, UU Nomor 28 Tahun 2014, LN Nomor 266, Tahun 2014, TLN Nomor 5599, Ps. 31.*

- Indonesia, *Undang-Undang Tentang Jaminan Fidusia, UU No. 42 Tahun 1999, LN Nomor 168, Tahun 1999, TLN Nomor 3889, Ps. 1 angka 1.*
- Indonesia, *Undang-Undang Tentang Jaminan Fidusia, UU No. 42 Tahun 1999, LN Nomor 168, Tahun 1999, TLN Nomor 3889, Ps. 1 angka 2.*
- Kementrian Hukum dan HAM RI. (2022, September 6). Direktorat Jenderal Kekayaan Intelektual Kementerian Hukum dan HAM RI.
- Kompasiana. (2016, December 9). Media Sosial YouTube. *KUHPerdata, Ps. 499.*
- Ok.Saidin. (2013). *Aspek Hukum Hak Kekayaan Intelektual (intellectual Property Right)*, . Jakarta: PT RajaGrafindo Persada.
- Peraturan Pemerintah Tentang Ekonomi Kreatif, *PP No. 24 Tahun 2022, LN Nomor 151, Tahun 2022, TLN Nomor 6802, Ps. 1 angka 6.* (n.d.).
- Rachmadi Usman. (2008a). *Hukum Jaminan Keperdataan*. Jakarta: Sinar Grafika.
- Rachmadi Usman. (2008b). *Hukum Jaminan Keperdataan*. Jakarta: Sinar Garafika.
- Shopar Maru Hutagalung. (1994). *Hak Cipta Kedudukan dan Peranannya di Dalam Pembangunan*. Jakarta: Akademika Pressindo.
- Soerjono Soekanto, & Sri Mahmudji. (2003). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada.