



YouTube Content as a Warranty Object

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Abstract

Abstract: This thesis aims to find out and analyze the regulation of YouTube content as an object of collateral for material rights at the Bank and to analyze the Bank's considerations in assessing YouTube content as an object of collateral for debt at the Bank. The legal materials in this study are primary, secondary, and tertiary legal materials using normative legal research methods. The basic regulatory basis for YouTube content as an object of guarantee for material rights at the Bank is regulated in Government Regulation Number 24 of 2022 concerning Regulations for the Implementation of Law Number 24 of 2019 concerning the Creative Economy Article 9 paragraphs (1) and (2) and the Bank's considerations in assessing YouTube content as a debt guarantee object at the Bank that cannot be implemented because it has a risk of collateral objects for intellectual property in the form of YouTube content which is difficult to execute if the debtor is in default and other considerations that the banking financial institution has not issued operational technical instructions relating to how to bind credit to objects fiduciary guarantee of intellectual property in the form of YouTube content.

Keywords: *Intellectual Property Rights; Youtube Content; Fiduciary Guarantee*

Introduction

The development of the creative economy in Indonesia is a motivating factor for business actors to increase working capital to develop their businesses. Today many businesses realize that a product or service based on imaginative quality is a powerful way to present a business image and make the business stand out in the market. Creative ideas that are continuously developed and implemented in business have significant value for the economy. This is where the creative economy will become an increasing factor in the development of the business environment and the economic success of society as a whole. One characteristic of the creative economy is the existence of intellectual creations in its business sector.

In the case of the government encouraging business actors engaged in the creative economy sector, especially in the field of Intellectual Property Rights, it certainly requires an increase in capital in the form of funding which can be done by applying for credit to banks to realize this funding by carrying

out lending and borrowing activities. So far the role of banking has not been replaced by other financial institutions, because its market share is much larger than that of other financial institutions (Jonker Sihombing, 2011). This funding will later be needed to meet the needs in order to increase development activities. National economic development can be connected and closely related to protecting Intellectual Property Rights. Many countries gain large amounts of economic benefits from IPR products (Tomi Utomo Suryo, 2010). It has been proven that the use of IPR assets to be commercialized or used as collateral for debt is the main and important thing for economic growth. Borrowing and borrowing money is already part of people's lives today (M. Bahsan, 2015).

The purpose of the credit guarantee here is to protect the bank from bad customers, because only a few customers can afford it but don't pay their credit. The point is that the credit guarantee here is the binding of the debtor to the creditor with the debt owned by the collateral of the debtor's assets, so that the debtor does not run away from his debt. Basically, the guarantees given to creditors are material and immaterial guarantees. Material guarantees are guarantees in the form of material rights, such as guarantees for movable and immovable objects. Immaterial guarantees are non-material guarantees. As for the provisions governing the law of guarantees in Indonesia, among others, are contained in the Civil Code, the Trade Code which regulates debt guarantees. In addition, there is a separate law, namely Law no. 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land and Law no. 42 of 1999 concerning Fiduciary Guarantees, each of which regulates a guarantee institution in the framework of guaranteeing debt.

In the field of Intellectual Property Rights (IPR), which can be used as collateral for debt in banking institutions, one of them is YouTube content because the government examines YouTube content that is registered, of course it has intellectual value in it. To ensure legal certainty, the Government issued laws and regulations that regulate this which is part of the creative economy, namely in Government Regulation Number 24 of 2022 concerning Regulations for Implementing Law Number 24 of 2019 concerning the creative economy. Regulations from banking institutions have not officially issued how to implement the Creative Economy Law. Making Intellectual Property Rights an object of collateral in the banking world is certainly not easy, so it is necessary to study more deeply about the complete mechanism, especially with regard to how to bind and maintain the value of objects (in this case YouTube content) so that the value is consistent or even the value can increase.

From the background above, the authors raised several main issues as follows; how to regulate YouTube content as an object of collateral for material rights at the Bank and what are the Bank's considerations in assessing YouTube content as an object of debt guarantee at the Bank.

Method

The type of research being carried out is normative legal research, namely examining legal norms or arrangements as a building system related to legal events. Normative legal research is carried out with the intention of providing legal arguments as a basis for determining whether an event is right or wrong and how it should be according to law (Mukti Fajar and Yulianto Ahmad, 2015). This legal research method seeks to find rules or norms as well as legal theories to answer the legal issues listed in the problem formulation (Peter Mahmud Marzuki, 2015). Normative legal research provides enlightenment on the problems of norms experienced by dogmatic jurisprudence in its activities describing legal norms, formulating legal norms in statutory regulations, and enforce these legal norms (I Made Pasek Diantha, 2016). The normative juridical approach and supported by empirical data are intended to examine the substance of Law Number 24 of 2019 concerning the Creative Economy and also Government Regulation Number 24 of 2022 concerning Regulations for Implementing Law Number 24 of 2019 concerning Creative Economy.

According to Soerjono Soekanto, the normative juridical approach is legal research conducted by examining literature or secondary data as the basic material for research by conducting a search of regulations and literature related to the problem under study (Soerjono Soekanto & Sri Mamudji, 2001). The approach method in this study uses 2 (two) kinds of approach methods, namely the Statute Approach and the Conceptual Approach.

Results and Discussion

1. Regulation of Youtube Content as an Object for Guarantee of Material Rights at the Bank

In the era of globalization and the development of the era, intellectual property rights, especially in the field of copyright, are also experiencing development. and social media. In addition to being useful for people's lives, the results of works like the above also have economic value, or it can be said to generate money for the creator, as well as other works, both in the fields of science and art.

If viewed in terms of statutory regulations that copyright is an object, that copyright is a material right and as an immaterial property right.

Meanwhile, objects that are not registered (not in the name of) are movable objects that are not difficult to prove the owner because the principle applies "the owner is considered as the owner", such as household appliances, clothing, jewelry, pets etc. The importance of this distinction lies in proving the owner (for public order). Registered objects are proven by a registration mark, or a certificate in the name of the owner, while for unregistered objects (not on behalf of) the principle of "those who control is considered as the owner" applies. (Abdulkadir Muhammad, 1990: 1310).

The Indonesian Civil Code does not recognize the distinction between registered and unregistered objects, but the new BW (NBW) recognizes it. There are registered objects in the name and some are not in the name. On the other hand, some objects are registered and some are not registered. Objects on behalf of which are registered, for example, such as shares, receivables on behalf of, and others.⁴⁴

So it can be concluded that objects registered and in the name are objects that are proven by a registration mark or certificate on behalf of the owner, for example: land, houses, copyrights, and others. Whereas registered objects are not in the name, for example mortgage rights, fiduciary, warehouse receipt systems, and others, proven by a deed.

An intellectual property is a right granted to the state or a creator, inventor or designer for a creativity that has economic value and automatically or through a registration in accordance with its legal protection because intellectual property is the basis of the economy. In the formulation of article 499 of the Civil Code (KUHPperdata), this article implies that copyright can be classified as immaterial property rights (Tarmizi, 2021).

Copyright is a product of intellectual property and has exclusive rights. Copyright is born because of someone's creations and innovations so that after the copyright is born it must be protected to provide legal certainty, copyright protection belongs to the creator to give full rights and obtain economic value for the object produced. This is in line with the norms contained in Article 8 of Law Number 28 of 2014 concerning Copyright which states that economic rights are the exclusive right of the creator or copyright holder in order to obtain economic gains from a copyrighted work.

Copyright is an object of guarantee, especially fiduciary guarantees based on the provisions of article 16 paragraph 3 of Law no. 28 of 2014 concerning Copyright.

Guaranteed property rights. There are 2 kinds of material rights, namely material rights that provide enjoyment, for example property rights and property rights, while material rights that are guarantees, for example, lien rights, mortgage rights and fiduciary rights. If you look back at Law Number 28 of 2014 concerning Copyright (Copyright Law), YouTube content is included in creation and the foreign national who creates the content is referred to as the creator. So that the Youtube content creator has the right to copyright his creation, namely his Youtube content.

When viewed from the perspective of legislation that YouTube content is included in copyright. Copyright is an object, that copyright is a material right and as an immaterial property right. It is said as a material right that copyright fulfills the characteristics of material rights, including: it is an absolute right, has a *droit de suite*, has a *droit de preference*, there is a material claim, and can be transferred. It is also said as immaterial property rights, namely what is meant by immaterial property rights are intangible objects. In the formulation of Article 499 of the Civil Code (KUHPerdata), this article implies that copyright can be classified as immaterial property rights.

If we review the guarantee law in Indonesia, a copyrighted work of a person whose nature is a tangible object can be guaranteed by a system or mortgage scheme. Whereas for an intangible copyrighted work such as YouTube content, one of which can be guaranteed or bound by a fiduciary guarantee scheme. For example, for collateral with tangible objects, you can directly make the object, for example, copyrighted works such as sculptures, paintings and so on, as pawn objects.

Meanwhile, copyrighted works such as YouTube content in the form of videos can guarantee certificates that have been registered and made by the relevant ministry for fiduciary guarantees. The development of fiduciary guarantee objects in the creative economy sector was initiated with the aim of boosting the national economy together with the government, financial institutions and creative economy actors in Indonesia. The hope is that with this new policy that has been made taking into account several things such as the rapid progress in all aspects including the development of an increasingly creative and innovative economy at this time by utilizing technological advances.

According to the Minister of Law and Human Rights, Yasonna Laoly, the intended Youtube content can be used as collateral for credit at financial institutions if it has a large number of viewers and has registered the copyrighted work so that it has proof. certificate issued by the relevant competent ministry (YouTube Content Can Be a Bank Debt Guarantee, What Are the Conditions).

Fiduciary institutions exist with the hope that they can help provide capital to entrepreneurs, especially MSME entrepreneurs (Micro, Small and Medium Enterprises) who are experiencing difficulties. Therefore, a law was also made to regulate this matter, namely the Law of the Republic of Indonesia No. 42 of 1999 concerning Fiduciary Guarantees, which also explains what collateral objects can be used as fiduciary guarantees, namely in the form of goods or movable objects. Coupled with the development of technology and information which is currently also growing rapidly, therefore creative economic business actors emerged. This matter the Indonesian government has also regulated in laws and regulations, namely in the Government Regulation of the Republic of Indonesia No. 24 of 2022 concerning Regulations for Implementing Law No. 24 of 2019 concerning the Creative Economy. In this regulation, it has been explained how the provisions are in a number of ways, the first is regarding creative economy financing, the second is facilitating the development of an intellectual property-based creative economy product marketing system, the third is creative economy infrastructure, the fourth is the responsibility of the government or local government and the role society in the development of the creative economy, then the last, namely the fifth, is regarding the settlement of financing disputes.

YouTube content that already has a large number of viewers and subscribers must already have advertisements (adsense). It is from advertisements (adsense) that a content creator (content creator) can collect rupiah coffers from copyrighted works that have been uploaded on his YouTube social media

page. Therefore, we can see that YouTube content as a copyrighted work that already has many viewers and subscribers has great potential if it is to be used as an object of fiduciary guarantees that has quite high economic value. Youtube content which is a copyrighted work that was born from someone's creative idea which is poured in the form of a video that is uploaded on social media pages, namely on the Youtube platform, if we examine the regulations, it indeed fulfills all the conditions that must be met if you want to make it an object of guarantee. to obtain financing from bank and non-bank financial institutions. Youtube content with a large number of subscribers and viewers has certainly been able to generate rupiah coffers, which can be used as a reference to assess whether YouTube content is worthy of being used as an object of fiduciary guarantees. Because we know, Fiduciary guarantee itself is the transfer of rights of an object on the basis of trust with an agreement even though the object has changed its ownership, the owner of the object can still control and use the object in his hands. The simplest example is a car that is used as an object of fiduciary guarantees. The car has indeed changed ownership, that is, it becomes the property of the creditor as collateral for a financing, but the debtor can still use the car. If at any time the debtor is negligent or defaults or defaults, the creditor has the right to sell the collateral to fulfill the obligations of the debtor who is negligent in fulfilling his achievements in accordance with Article 1243 of the Civil Code.

The concept of copyright itself is when the creator has made a creation. The creator declares that the work is his creation, so it can be said that the work belongs to the creator. This is in line with the principle or declarative principle.

Youtube content that already has automatic ads has economic value in it. Anyone who sees the video has advertisements tucked in it and the content owner has the right to get their rights in the form of money from the advertisement. It can be interpreted that the YouTube content has copyright or exclusive rights along with moral rights and economic rights granted by the state in accordance with the provisions of Law Number 28 of 2014 concerning Copyright. Associated with Article 16 Paragraph 3 which states that copyright can be used as an object of fiduciary guarantees. Further related to Law Number 42 of 1999 concerning Fiduciary Guarantees Article 1 paragraph 2 which in essence fiduciary guarantees are movable objects both tangible and intangible, also cannot be burdened with mortgage rights based on Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. If YouTube content that doesn't have ads or adsense is also a creation of the creator based on the declarative principle. The YouTube content can also be fiduciary guaranteed in accordance with the provisions of Law Number 42 of 1999 concerning Fiduciary Guarantees. YouTube content that does not yet have advertisements is a movable and intangible object, as is YouTube content which already has advertisements, but does not yet have economic value, because third parties in the form of advertisements are not included in it. If third parties have entered the content, they have seen that there is economic value or value in the content.

To guarantee legal certainty, the government makes regulations related to the creative economy, which contain intellectual property rights that are registered and will receive a certificate and can be used as bank guarantee objects when making credit loans at banks. This rule was made to ensure legal protection for MSME business actors when they want to make a loan at a banking financial financing institution.

Speaking of guarantees, according to Salim HS, the elements in the first guarantee law are an agreement between the giver and the recipient of the guarantee, secondly there is an object agreed upon by each party, thirdly the imposition of collateral, fourthly the return of the credit return method agreed by each party. These four elements are guidelines for all users of financial services in providing credit guarantees to the public. In fact, if it is associated with a guarantee object whose form is not visible but the benefits are felt, of course the context of the giver and recipient must have a form that becomes irrelevant. Current technological developments, demand changes to the guarantee law in the context of legislation must follow the existing needs, with the convenience that we currently feel, we even often

make transactions virtually. Specific arrangements are needed regarding collateral objects that cannot be seen or intangible movable objects such as YouTube content but have very high economic value.

And then there is a renewal policy of rules regarding copyright which can also be used as an object of credit guarantees at banks with fiduciary guarantees, the government has so far issued regulations relating to intellectual property in the form of YouTube content which can also be used as objects of credit guarantees at banks.

The rules regarding this are regulated in Government Regulation Number 24 of 2022 concerning regulations for the Implementation of Law Number 24 of 2019 concerning the Creative Economy which are regulated in Article 9 paragraphs 1 and 2 which read:

- (1) In implementing the Intellectual Property-Based Financing Scheme, bank financial institutions and non-bank financial institutions use Intellectual Property as the object of debt collateral.
- (2) The object of the debt guarantee as referred to in paragraph 1 is carried out in the form of:
 - a. Fiduciary guarantee on Intellectual Property;
 - b. Contracts in Creative Economy activities, and/or
 - c. Collection rights in Creative Economy activities

It can be concluded that YouTube content which is an intellectual property right can be used as an object of debt guarantee at a Bank with a Fiduciary Guarantee. The fiduciary guarantee must be in the form of an authentic deed drawn up by a notary. Where the creditor in this case is the bank as the lender and the debtor as the recipient of the loan where they agree to make an agreement in the credit agreement. Fiduciary guarantees that are registered by a notary must be in the form of a certificate that has been previously applied to the Directorate General of Intellectual Property Rights.

Discussing YouTube content is inseparable from copyright because the content on Youtube or on the YouTube channel has copyright protection in it. So that the registration flow that is used is the registration of works on copyright. Registration of this work can be done directly by a creator of a creation, in this case YouTube content, which must register with the Directorate General of Intellectual Property Rights in order to obtain an IPR certificate later. Where the certificate is needed to become the object of debt guarantee at the Bank.

2. Bank Considerations in Assessing Youtube Content as Objects of Debt Guarantees at Banks

The imposition of copyrighted objects as collateral based on Article 16 paragraph 4 of Law no. 28 of 2014 concerning Copyright that copyright as an object of guarantee in the form of a fiduciary is carried out in accordance with the provisions of the legislation. So the imposition of copyright as an object of guarantee is only in the form of a fiduciary whose binding process is in accordance with the provisions of the Fiduciary Law, namely Law no. 42 of 1999.

Implementation of credit agreements in banking practice is basically the same in every bank. A credit agreement begins with a credit application. Prospective debtors who submit applications, come to the bank to obtain information regarding the requirements for granting the credit in question. Then the prospective customer will submit a written application to obtain credit by preparing and attaching data and document information or other requirements required by the bank.

In fact, making intellectual property in the form of YouTube content an object of fiduciary guarantees is not an easy thing to do. According to information from several Notaries and PPATs in the West Nusa Tenggara Region, in practice, no one has ever drawn up a deed because it would be difficult to judge it with money, what it looks like.

Arief Rachmat Pramana, Head of the Financial Services Sector Legal Research and Development Group from the OJK, expressed the same thing about the difficulty of implementing these provisions. Arief said that the banking sector tends to reject copyright as a fiduciary guarantee because of the issue of valuation in the form of money. "The bank is trying to provide credit so that the credit can be returned, how is intellectual property assessed?" Arief said. Another thing that is not yet clear is the execution method. "If the credit is problematic, how is the execution of copyrighted intellectual property such as YouTube content?" Arief added. In the end, banks in Indonesia are not willing to provide financing with guaranteed intellectual property rights.

The important role of the notary is also needed to compile the construction of any rights submitted to creditors as fiduciary guarantees. This valuation system needs to be managed by a special institution to ensure that the value of the rights encumbered by the fiduciary can be enjoyed by the fiduciary holder if the debtor defaults. Another thing that needs to be provided is a market to cash in on claims rights in the form of intellectual property in the form of YouTube content. There was one time when the fiduciary holders were too lazy to collect money, they just sold it. This is what the market should look for.

Banks in extending credit there are 2 important things, namely trust and caution (H. Malayu SP Hasibuan, 2001). Prudence can be manifested in the consistent application of all applicable laws and regulations related to bank lending (Suhariningsih, 2011).

In banking practices in East Lombok, based on the results of field research, the provision of credit with intellectual property guarantees in the form of YouTube content has not been implemented so far. The bank has never received intellectual property in the form of YouTube content which is included in the copyright as credit guarantee because there are several factors that hinder its implementation.

Even though there are clear rules that allow guaranteeing YouTube content as an object of fiduciary guarantees because it is included in intellectual property based on the Government Regulation of the Republic of Indonesia Number 24 of 2022 Concerning Regulations for Implementing Law Number 24 of 2019 Concerning the Creative Economy Article 9 paragraph 2 letter a which reads "guarantee fiduciary on intellectual property". However, the banks have not dared to implement it, in practice the fiduciary guarantees received by the banks are in the form of motorcycle BPKBs and car BPKBs. Because it is a real moving object or a tangible moving object. Where if the debtor later experiences a default, the bank can execute the collateral object because it is easy to estimate and then sell and cash it.

In the Government Regulation of the Republic of Indonesia Number 24 of 2022 concerning Regulations for Implementing Law Number 24 of 2019 concerning the Creative Economy In this regulation, it is not entirely easy for banks to provide credit. The regulations listed in Article 9 paragraph (2) require a detailed explanation. Because it relates to a guarantee on the bank itself to produce a refund process from the debtor to the creditor. The process of credit loans with intellectual property guarantee objects in the form of YouTube content is generally inseparable on the basis of the value of a copyrighted work in that content. Broadly speaking, banks can provide loans to debtors with a note that the debtor guarantees the loan, in this case how much copyright value can be obtained. appraisals. Apart from that, in practice, if the Bank wants to provide credit in the form of a collateral object in the form of intellectual property, in this case YouTube content, then the bank will still need other guarantees to anticipate if the KI certificate cannot be executed, for example, the debtor will be asked for a certificate of ownership of the land which is also his mortgage right.

According to Subekti, quoted from his book H Malayu SP Hasibuan mentions three things that underlie an ideal credit guarantee, namely (H. Malayu SP Hasibuan, 2014):

1. Can easily help obtain credit by parties who need credit
2. Does not weaken the potential (strength) of the credit seeker to continue his business
3. Provide certainty to the lender that the collateral can be executed at any time and is easy to cash to pay off credit debt.

So that According to information from sources at several banks in East Lombok, especially at Bank Mandiri regarding the types of collateral that can be accepted as credit guarantees, to date these banks have never accepted or have implemented a credit agreement with a copyright guarantee. Because basically objects that can be accepted by the bank as collateral have a small risk of paying off the credit and these items are easy to cash out.

Even though YouTube content can be used as collateral in the form of a fiduciary, the banking sector has never accepted and implemented YouTube content as collateral for credit because there are several obstacles in its implementation. These obstacles are related to issues of value, market, ownership, and authority to submit YouTube content as collateral objects. These obstacles arise because there are no regulations specifically governing the binding of YouTube content as collateral objects. This situation creates a sizable risk for banks to be able to accept YouTube content as an object of guarantee.

Therefore, there are several factors that prevent banks from being able to provide credit with copyright guarantees, namely:

1. Have a big risk.
2. There is no procedure for granting credit with intellectual property in the form of YouTube content.
3. There are no implementing regulations that regulate in more detail regarding the process or procedure for granting binding credit with guaranteed intellectual property in the form of YouTube content.

Based on these factors, until now the imposition of intellectual property in the form of YouTube content as collateral for credit in fiduciary guarantees cannot be implemented. However, even though it cannot be used as a guarantee object, it is possible for the bank to receive a certificate of proof of intellectual property in the form of copyrighted YouTube content to be attached as additional data. Factors that can support the implementation of credit agreements with intellectual property guarantees in the form of YouTube content, although in practice the Bank has never received credit guarantees with intellectual property, in particular, among others:

1. There are regulations from bank financial institutions that regulate intellectual property in the form of YouTube content as credit guarantees.
2. The existence of a legal product that regulates in detail the procedure for imposing and binding intellectual property in the form of YouTube content as credit guarantee, whether it is a matter of value, market, ownership, and authority for submitting YouTube content as an object of guarantee and executing YouTube content guarantees if the debtor defaults. With the existence of a rule that can be used as a basis for implementing credit with guaranteed intellectual property in the form of YouTube content, it will reduce the risk in the implementation of granting credit with YouTube content which is an intangible movable object.
3. There is an accurate analysis from the banking sector to provide credit with intellectual property guarantees in order to reduce or minimize the level of risk incurred.

Provision of credit in any form, whether guaranteed or unsecured, must be with a clear purpose for using credit, this is because it is a risk for banks and Bank Indonesia (BI) as the central bank is also prohibited from providing credit with speculative purposes.

Collateral object in the form of intellectual property cannot yet because it has a high risk if in the future the credit recipient defaults even though it has been mandated in Article 9 paragraph 2 letter a Government Regulation of the Republic of Indonesia Number 24 of 2022 Concerning Regulations for Implementing Law Number 24 of 2019 Concerning the Economy Creative. There are no regulations from bank financial institutions and regulations from banks that explain in detail and detail how to bind fiduciary guarantees in the form of intellectual property, in this case in the form of YouTube content.

In general, the requirements for a bank to provide credit on a fiduciary basis are that it must go through the results of checking the current Collectability of Credit Ideb for the last 6 months, complete administrative documents, and adequate collateral. In banking financing institutions that analyze the object of this credit guarantee is Micro Credit Analysis (MKA). In general, the value of the fiduciary collateral object is carried out or calculated based on the valuation/taxation of the collateral which refers to the market price (the average selling price on the website and the local community).

Another thing that needs to be provided is a market to cash in on claims rights in the form of intellectual property in the form of YouTube content. There was one time when the fiduciary holders were too lazy to collect money, they just sold it. This is what the market should look for.

Conclusion

From the above regulations, which basically regulate the substance and scheme in which the object of debt guarantees is carried out in the form of (a) fiduciary guarantees on intellectual property (b) contracts in the creative economy and/or (c) collection rights in the creative economy. The provisions of Article 9 paragraphs (1) and (2) above also apply to YouTube content copyrights which are intellectual property that can be used as collateral for bank loans.

The Bank's consideration in assessing intellectual property objects in the form of YouTube content as objects of credit guarantees at the Bank in banking practice has not yet been implemented because it is based on obstacles, namely the lack of knowledge and understanding of banks related to issues of market value, market place, ownership related to intellectual property, the authority to submit YouTube content as an object of debt guarantee and the execution of collateral objects in the form of intellectual property in the form of YouTube content. The Bank is currently the main subject to banking institution rules where collateral objects received when applying for credit must comply with the Operational Technical Instructions, namely in the form of Property Rights Certificates (SHM), SHGB, BPKB, Securities (BG and Deposits). Viewed from that, of course the Bank has the right to determine which collateral object will be accepted to reduce risks to the value of the collateral object if the debtor defaults. Because the value of YouTube content can run out due to the expiration of the ownership period.

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