

Legal Protection of Copyright towards Non-Fungible Token Artwork in Indonesia's Crypto Marketplaces

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Abstract. Technological developments lead to new challenges especially the protection of copyrights law. With the emergence of blockchain-integrated digital artworks called Non-Fungible Tokens. Copyright is one of the challenges that must be guaranteed by the implementation of art creators in the NFT market place in Indonesia. This research is applying a normative juridical method by reviewing Law number 28 of 2014 concerning Copyright and Law number 11 of 2008 concerning Information and Electronic Transactions. In solving problems that arise, the creator of the NFT can file a protest to the relevant market place to remove copyright infringement that is in the market place and resolve it legally according to the laws and regulations. However, enforcement of copyright infringement of NFT artworks is still limited to administrative sanctions.

Keywords: Copyright, Non Fungible Token, Marketplace

1 Introduction

The advantages of information technology have significantly led countries to enter a borderless industrial era. This industrial model focuses on developing innovative activities in a digitally transformed society. The objectives of Digital transformation are aimed to maximizing innovation, enhance growth and achieve social prosperity [1]. Each Country is currently focusing efforts on the policy implications of digital transformation, improving measurement, and developing an integrated policy framework for a whole-of-government approach. The regulations that should be designed and considered by the government in important areas, including access and connectivity, use and skills, digital innovation, and digital risk and trust [1].

In the era of the industrial revolution 5.0, there was a comprehensive transformation of all aspects of production in the industry through the incorporation of digital technology and the internet with various industries. One form of utilizing digital technology and the internet in the economic field for two-dimensional works of art is through Non-Fungible Tokens (NFT) [2]. The presence of this NFT has existed since 2014 which was introduced on a platform called Counterparty and Quantum's work is the first NFT work which is now worth 7 million US dollars [3]. NFT has been widely recognized by the public in 2017 to date and will become increasingly popular in the long run as it is considered an easy way to sell and buy digital artwork. The transaction process in NFT is also considered quite limited and has a unique identification code that is different from one another. NFT also contains built-in authentication that has a function for proof of ownership so that it is authentic [4].

The book "NFT & Metaverse: Blockchain, Virtual World, & Regulation" [5], explains several characteristics of NFT, such as, NFT can be used to create unique digital assets because each NFT token is not the same and another uniqueness of NFT is that it can be recorded in blockchain network, then ownership, source, and movement of NFT can also be tracked in real time because NFT is transparent, then it can be seen on the blockchain network. NFT cannot be faked or replicated, as each token is already on an immutable digital ledger and a decentralized network that allows tokens to be authenticated. This NFT also includes applications that are adaptable, easy to blend with the digital ecosystem in the metaverse world that supports the use and application of NFT. Players can buy and trade NFT on various NFT marketplace platforms.

NFT has the potential to cause copyright infringement and crime in works of art. Crime against two-dimensional works of art is one form of crime in digital economy activities which must be considered by the government. The legal problems arising from weak cyberspace protection have a close correlation with economic growth resulting from online transactions. Potential violations can occur within the scope of legal relationships between sellers, buyers and digital platform operators.

A number of Indonesian marketplaces that hold NFT transactions consist of Kolektibel, Tokomall, Artsky, Baliola, Enevti [6]. The form of copyright infringement can be in the form of art theft, duplication, modifications that injure the moral and economic rights of the creator of the NFT artwork. Protection of NFT artworks becomes a dilemma, when buying and selling digital artworks in the marketplace actually violates physical artworks as a result of the similarities between the two works. Such a situation cannot be dammed by law as a result of technological developments and their faster utilization than legal developments. Especially if the violation is carried out in the digital space mentioned above.

The circumstances must be resolved by the presence of legal protection for creators of NFT works and strengthening supervision and mechanisms in the marketplace to prevent copyright infringement, in order to protect the economic and moral rights of an author. Meanwhile, regulations that protect artworks in the current digital economy era in Indonesia are not comprehensive enough. In fact, efforts to protect the dignity of the creator must not be injured through acts of violation of moral rights and economic rights. The basis of the state has guaranteed that all people have the right to personal protection, honor and dignity from threats of fear or other harmful acts which are part of human rights [7].

2 Method

The study uses normative juridical approach. According to Soerjono Soekanto, the normative juridical approach uses literature or secondary data as research material by reviewing regulations and any legal literature related to the legal issues studied[8]. This research was carried out with the aim of providing a comprehensive overview regarding the protection of NFT copyright on crypto marketplace platforms in Indonesia which was researched based on Law number 28 of 2014 on Copyright, Law number 11 of 2008 on Information & Electronic Transactions, term and conditions in each marketplace.

3 Discussion

3.1 The Legal perspective of Non-Fungible Token Artwork according to the Regulations in the field of the digital economy in Indonesia

Non-Fungible Token is a two-dimensional digital asset that is integrated with Blockchain. As a digital asset, NFT in Indonesian laws and regulations can be seen in material elements, namely Article 499 of the Civil Code which states that goods are every object and every right that can be the object of property rights. Article 1131 of the Civil Code states that all movable and immovable property belonging to the debtor, both existing and future ones, becomes a guarantee for the debtor's individual obligations [9]. Indonesian Property law inside chapter II of the Civil Code has not accommodated digital objects. However, in its development, the existence of digital objects is qualified into intangible goods in the form of electronic information. This is regulated in Government Regulation no. 80 of 2019 concerning Trading through Electronic Systems, where NFT is illustrated as a string of code that functions as a token and can be classified as a digital object. Even though it is a digital asset and has material elements, NFT cannot be secured, this is because NFT does not yet have a legal basis to be used as a valid collateral object and only applies as a commodity.

The position of NFT as a digital asset is closely related to Intellectual Property Rights. Intellectual Property Rights (IPR) are private rights, namely as the right to obtain a legal umbrella for intellectual property based on statutory regulation and technical rules on the area of Intellectual Property Rights, such as Copyrights, Patents and others [10]. The intellectual property regime gives the owner the choice of whether to apply for or register or not to protect his creations. The state gives exclusive rights to creators with the intention of rewarding their work and to lure the public to produce works as well so that with the existence of the intellectual property system, the interests of the community can be determined through market mechanisms. The Intellectual Property System also supports the holding of adequate documentation of all forms of creativity that humans do, in order the duplication of works can be avoided.

Copyright is stipulated in Law number 28 of 2014 on Copyright (hereinafter referred to as the Indonesia Copyright Law). Article 1 paragraph (1) is describing the context of copyrights. The Copyright is defined as an exclusive right owned by the creator that arises automatically based on the declarative principle, after a work is realized in a tangible form without reducing the limitations in accordance with statutory provisions. These copyrights are referred to as exclusive rights. Only humans who do "brain processing" and "heart processing" can produce to copyright. The results of the brain and heart are in the form of intangible objects including; science, art and literature. Science, art and literature are not in real form (shape and concrete), but in immaterial form [11].

In the Indonesia Copyright Law and Information & Electronic Transaction Law do not specifically and concretely regulated the copyright protection of two-dimensional works of art in the field of technology in cyberspace. Even though at this time there have been new acts that do not necessarily violate the law but injure moral rights, economic rights, and the value of justice of the creator. Legal protection towards the artworks in the digital space is a mandatory issue that needs to be considered comprehensively. Protection of NFT's artwork is given to the creator of a creation, namely in the form of exclusive rights to the artwork which consists of moral rights and economic rights. Moral right is the kind of rights attached inside the creator and cannot be transferred to another parties, whereas the economic rights is the rights of the creator to obtain profit-making commercially from his creation [12].

The embodiment of the enforcement of the protection of moral rights as stated in Article 5 paragraph (1) letter e states that: "Moral rights is a right that is eternally united in the creator himself for defending his rights against the disturbances to his works such as : mutilation of the work, modification of the Works, or anything that is detrimental to his honor or reputation." Then in the explanation of the Copyright Law Article 5 paragraph (1) letter e states that the scope of contexts distortions, mutilations, and modifications of works are:

- a. The act of deviating the facts or origins of the creation.
- b. The mutilation of works is a process or act to eliminate some part of the relevant creation.
- c. The modification of works is an action to change the content of creation.

The legal reference for regulating digital artwork refers to the Indonesia Information and Electronic Transaction Law, in accordance with the affirmation of Article 25 which is stated that an Electronic Information and/or Electronic Document compiled into an intellectual work contained in, it is protected and acknowledge as Intellectual Property Rights with the provisions of the relevant laws and regulations. This situation resulted in the provisions of the Copyright Law and the Indonesia Information and Electronic Transaction Law being an implicit form of protection for digital artworks.

In order to protect some art works from infringement potential, Article 55 paragraph (1) of the Indonesia Copyright Law stipulates that "Everyone who finds out about Copyright and/or Related Rights infringement inside the electronic system for Commercial purpose can be reported to the Minister." The protection of the rights of the creator must adhere to the dynamic principle of technological development. This form of regulation encourages the public to be active in participating in protecting copyrighted works in cyberspace [2]. The another legal actions in upholding justice in the field of copyright can be seen from the dispute resolution in Article 95 of the Indonesia Copyright Law, including through mediation and courts. Principally, article 95 paragraph (4) explains that apart from copyright infringement and in the form of piracy, as long as the domiciles of the disputing parties are known or is still within the jurisdiction of the Indonesian state, then the settlement of disputes must be carried out by mediation, before the party who feels aggrieved file criminal charges. With regard to this article, mediation is an obligation with certain conditions in resolving disputes before carrying out criminal assertion[2].

In legal procedural practice, mediation is often used in the settlement of civil disputes. Then in criminal law, the term penal mediation is also known as a process in which the victims and perpetrators of a crime have agreed to participate in solving problems through the help of a mediator. In resolving disputes in the field of Copyright, the arrangement through mediation is a legal suitability based on the regulations of the Supreme Court. Mediation efforts in resolving civil or criminal copyright disputes are voluntary mediation efforts, that mediation is carried out based on the agreement of the disputing parties.

Hereinafter, Article 99 paragraph (1) of the Copyright Law states that: "The creator, copyright holder or related rights owner whose copyright work is infringed, the subject concerned has the right to file a claim for compensation before the Commercial Court." As stated in the article, the creator or copyright holder has the right to file a civil lawsuit which includes a claim for compensation and request confiscation of goods resulting from the infringement, and a demand for surrender of all or part of the infringement. Furthermore, article 99 paragraph (4) is declare that the copyright holder is also entitled to request a temporary determination from the judge to order the infringer to stop all activities of copyright

infringement so that there is no greater loss to the copyright holder. The submission of civil lawsuits can be proposed to the Commercial Courts located in four major cities in Indonesia, namely Medan, Jakarta, Surabaya, and Makassar.

In addition to mediation and compensation claims, creators can also file demands for infringements against their works. Crime is any form of behavior that is against or contrary to the moral values and habits of the community and violates the provisions of criminal law legislation.¹⁹ Criminal provisions in the Copyright Law are regulated in Chapter XVII between Articles 112-120. Regarding the criminal act of violating economic rights on digital artwork, it can be prosecuted based on a violation of the Copyright Law Article 113 paragraph (2) based on the violated economic rights in Article 9 paragraph (1) with a maximum imprisonment of 3 years and a maximum fine of IDR.500,000,000.00 (five hundred million rupiah).

Furthermore, Non-Fungible Tokens asset are inevitably related to blockchain system. Currently, there is still no specific regulation regarding Non-Fungible Tokens or blockchain in Indonesia. However, there are several regulations regarding blockchain including the Indonesia Electronic Transaction Law and Government Law Number 80 of 2019 concerning Trading on Electronic Systems (hereinafter referred as Indonesia Electronic Systems Government Law). Even though, Indonesia Electronic Transaction Law adheres to a technology-neutral principle, which means that the use of Information Technology and Electronic Transactions is not only focused on the use of certain technologies, it can be adjusted with developments in the future accordingly. This provision is contained in Article 3 of the Indonesia Electronic Transaction Law and the explanation of Article 3. According to Winston J. Maxwell & Marc Bourreau this principle means (i) the use of technical standards set forth in the making of regulations (laws) aimed at limiting the negative impacts that may occur and not limit the adoption of any technological innovations that are appropriate in achieving the objectives of the law or regulation; (ii) the established regulations must be applicable regardless of the technology used; and (iii) regulators should refrain from using established regulations to push the market toward certain structures [13].

In case it is reviewed further, article 2 number 5 letter b Government Regulation No.71/2019 on Operator of electronic systems and transactions states that determine the terminology of Private Electronic System Operator is a service provider that is not an official agency owned and operated by the Government of the Republic of Indonesia. The requirements to be qualified as a Private Electronic System Operator include, among others, the existence of a portal, site, or application on the network via the internet that is used to:

- a. Present, manage, and/or offer and/or trade of goods and/or services.
- b. Serves, arrange, and/or carry out the financial transaction services.
- c. Transmit of digital materials or content with connecting into data network either by downloading on websites or portals, sending via e-mail or other applications to the user's device.
- d. Supply, handle, and/or deal with communication services, but not only limited to short messages, voice calls, video calls, electronic mail, and online conversations in the form of digital Halodoc, network services and social media.
- e. Search engine services which engaged providing electronic information in the form of text, sound, photo, animation, music, videos, films, and games or a combination of particular and/or all of them.
- f. Processing of personal data for operational activities to serve the public related to electronic transaction activities.

The Indonesia Electronic Systems Government Law provision confirms that all parties operating in Indonesia are included in the Private Electronic System Operation where this means binding all online platforms operating in blockchain, but the problem with blockchain is not access because the blockchain system is open in all connected servers. The problem lies on decentralization and data that cannot be erased. As of the result, in case the Indonesian government gets access with the mandate of the Indonesia Electronic Transaction Law and Indonesia Electronic Systems Government Law, it does not get a significant change but only opens access for the Indonesian government to connect to one of the servers connected in blockchain.

Government intervention must be carried out primarily by monitoring transactions that use personal data of Indonesian people and occur in Indonesia. So that in blockchain what is important is not access but protection and administration on the platform for the implementation of private electronic systems in Indonesia.

3.2 Copyright Protection of NFT artworks on Crypto Market Places in Indonesia

NFT is a new digital platform that helps artists to empower their work with easy access and safe tools and methods so that they can be easily used. This allows artists to monetize their work in a more efficient process. However, it is undeniable that there are still many legal and technical problems with NFT. As in the position of NFT on intellectual property rights, where the owner of the NFT does not directly own the asset or artwork he bought, because what the owner has is only a hash code and records showing that the owner has a unique token in the digital asset he bought [14]. Copyright is a special right for creators and recipients of rights to publish or reproduce their creations or to give permission for it without reducing the restrictions according to laws and regulations. With special rights from the creator, it is meant that no one else may exercise that right other than the person concerned or except with the permission of the author, whether the right to sell, the right to copy, the right to benefit from the work of the creator or other rights as long as the creator does not give permission. and or limitations. NFT has the potential to enforce copyright by grounding the mechanism on a transparent blockchain [4].

There are any platform terms and conditions which state that purchasers of works on NFT have rights similar to licenses for limited use of images. They can be publicly displayed and can be copied for personal use, but cannot be used for commercial purposes. Regarding the privacy policy and terms of service that apply to the NFT platform it is better to incorporate it into the NFT sales process. As of the result, the buyer does not have the right to license, exploit, or to prepare other derivative works of the artwork on the NFT, even though the buyer has the right to be displayed to the public, use or copy the NFT for personal non-commercial use and has the right to sell return. Therefore, all copyright and other artistic rights in a work that is in NFT automatically become the property of the creator of that work in NFT.

NFT can be used as an alternative means of deed of ownership or other types of contracts. For example, Michael Arrington who is the founder of media company TechCrunch sold his residence in Kyiv in June 2021 through NFT. The Ukrainian government has approved the platform used for the sale and purchase of the property and the sale of the NFT has been registered as a transfer of property deed. NFTs become securities, namely all rights related to rights and their holders, where the legitimate party has rights such as copyrights in the realm of intellectual property and ownership rights to certain works. Copyright holders will always

get a share / proceeds from every sale and purchase transaction carried out by people who have ownership rights [4].

NFTs provide opportunities for talented art creators to express their talents and creativity. NFT is a tool that can encourage the development of the national creative industry on a digital platform and is alleged to be able to provide safe copyright protection for art creators. According to online survey was conducted by TokoCrypto on 5-8 July 2021 regarding NFT literacy involving 400 participants, it shows that 67.9% of respondents view NFTs as digital works of art, while 23.8% of correspondent understand the function of NFTs as digital tokens and the rest of them think that NFT is an art platform. The role of NFT for creators plays a strategic position in disseminating their works of art. Creators is able to get rid of the artworks without going through intermediaries because the transaction mechanism is carried out in the blockchain system, where trade records are not only recorded into one subject but it noted spread over various servers and a number of computer devices. The decentralization concept used in NFTs is proof of transactions and the authenticity of works belonging to creators whose traces will not be destroyed even if one of the servers is turned off. In accordance with the collector's opinion, seeing the uniqueness of the tokens designed by the NFT creators is a commercial value in itself and the creators can use them as long-term investment commodities or turn them into physical goods[15].

In fact, copyright protection for NFT art creators is still self-owned regulated by a number of marketplace companies. Several marketplaces who deal with Non-Fungible Token transactions such as Tokomall, Kolektibel in collaboration with IBL (Indonesia Basketball League) and Baliola, which is based in Bali. From the three marketplaces above, they arrange the provisions for the protection of copyrighted NFT's artwork whose are traded on the platform trough set the Terms & Conditions (Terms and Conditions). Therefore, before those market place users are able to utilize the platform product and service, they must comply with the terms and conditions written at the time of creating an account (Sign Up).

Besides the three crypto marketplace companies mentioned above, there are also marketplace companies that have rigidly regulated copyright protection and sanctions on their platforms. Nevertheless, most of Indonesian crypto marketplaces only regulate this copyright protection broadly and generally. Widespread settings only brought not optimal copyright protection and there are loopholes for infringement as well as exploitation. NFT as a digital art work has copyright that is protected by laws and regulations so that in buying and selling it must guarantee the rights of the creator.

The following is a description of the terms and conditions of copyright protection and sanctions from the three platforms above:

Table 1. Description of the terms and conditions of copyright protection and sanctions from the three platforms

	TokoMall [16]	Kolektibel [17]	Baliola [18]
Definition	Toko mall s an NFT buying and selling marketplace that was initiated by a crypto shop and became a pioneer of the NFT market place in Indonesia.	Kolektibel is an marketplace NFT in the fields of sports, arts, culture and lifestyle. In addition to the primary market where collectors can collect NFTs that have just been released by creators, there is also a secondary market where fellow collectors can make	Baliola is an Indonesian marketplace based in Bali and sells NFT as digital works of art in the fields of art, sports and others..

	TokoMall [16]	Kolektibel [17]	Baliola [18]
		offers on their NFTs.	
Specific terminology	<p>(i) patents, patent applications, patent disclosures and inventions, (ii) Internet Domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications thereof, (v) computer software, data, databases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes</p>	<p>“Digital Work” means any art, design and image (in any form or medium, including, without limitation, video or photographs). The digital work you purchase contains the intellectual property of the IBL (Indonesian Basketball League).</p> <p>Possession means, Ownership is defined as a Digital Work that has been purchased from a legal source in accordance with the terms and conditions in the operational system, namely proof of a purchase transaction recorded in the Vexanium network.</p> <p>“Purchased Digital Works” is defined as a Digital Work that is owned by the creator and protected by Intellectual Property that is recognized by a country or any jurisdiction in the world such as patents, copyrights, trademarks and so on</p>	<p>a. Collector: As a Collector, you will gain access to browse the NFTs displayed on the Baliola Site. You can gain tenure on the available NFTs by purchasing them using the Kepeng token (KPG). You can also choose to make an offer on an available NFT, give a “like” to an NFT you like, or purchase an NFT and access the services offered by our partners on separate terms. You will also get access to publish the NFT you have collected for display and available for resale through the website. Ownership of the NFT in Baliola does not entitle you to also own the Copyright of the NFT.</p> <p>b. Artist: As an artist already registered with</p>

	TokoMall [16]	Kolektibel [17]	Baliola [18]
	<p>and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information, and (vii) copies and tangible embodiments thereof (in whatever form or medium).</p>		<p>Baliola, you will get access to release your own NFT on Baliola by going through a work verification procedure to determine whether your submitted work will be minted or not. If at any time there is another party who claims your work on the Baliola Site, we will temporarily freeze the work of the artist, before who has the problem (“claiming the artwork of another party”) until the problem is resolved. by all</p>
Protection against Copyrights artworks	<p><i>This Terms and Conditions contains how you and TokoMall will protect your Intellectual Property on the TokoMall services exclusively.</i></p> <ul style="list-style-type: none"> • <i>You acknowledge that:</i> <ol style="list-style-type: none"> 1. <i>You are the original owner or holder of the intellectual property rights of NFTs</i> 	<p>I. Ownership of Digital Works.</p> <p>Every Digital Work is an NFT in the Vexanium network, when the user buys a Digital Work in accordance with these Terms and Conditions, then you deserve to own the underlying NFT in full. This situation causing the user have the right to trade your digital work. Ownership of Digital Works is fully mediated by the Vexanium network. Except in cases where we determine that</p>	<p><i>These Terms and Conditions contain how you and Baliola will protect your Copyright on Baliola services exclusively. You admit that:</i></p> <ol style="list-style-type: none"> a. <i>You are the original owner or copyright holder of the NFT published on the Baliola</i>

TokoMall [16]	Kolektibel [17]	Baliola [18]
<p>published on the Toko site.</p> <p>2. You hereby declare that you fully own the intellectual property rights to the NFTs published on the Toko site exclusively and guarantee that there are no claims from third parties for the ownership of the NFTs.</p> <ul style="list-style-type: none"> TokoMall hereby grants you a limited, non-exclusive, non-transferable royalty-free right to use or display the brand, trade name, logo, site content, headings and other distinguishing marks and names of TokoMall on the site and limited for the purpose of implementing this Agreement. Breach of Intellectual Property. TokoMall will take responsibility for any finding NFTs that are infringing Intellectual Property Rights. If you as Collector find indications of infringement of intellectual property rights on NFTs in TokoMall, you can contact TokoMall and TokoMall will help to remove them from TokoMall. Other than 	<p>your Digital Work was obtained Illegally (the context was obtained through Prohibited Activities as regulated in these Terms and Conditions).</p> <p>III. No User License or Ownership of Application Materials.</p> <p>All of user activity carried out in this application does not give any ownership or other rights in relation to content, code, data, or other Application Materials that can be accessed on this platform. The applicator reserves all rights to the Material not expressly granted to the user in these Terms.</p> <p>IV. Acknowledgment of Ownership for Further Use.</p> <p>Further explanation to user buyers so that they are asked to pay attention to and agree to the following provisions:</p> <p>(a) every purchase of a Digital Work by a buying user, whether through an Application or otherwise, does not grant any rights or licenses in or to Application Materials (including, without limitation, copyright in and for related art) other than what is expressly stated in these Terms ;</p> <p>(b) that you have no right, to reproduce, distribute, or commercialize any material in the application (without prior written approval from the electronic system operator, unless stated otherwise in the rules of this platform.</p>	<p>website.</p> <p>b. You hereby declare that you fully own the copyright to the NFT published on the Baliola website exclusively and warrant that there are no claims from third parties on the ownership of NFT in Baliola. Baliola hereby grants you limited royalty-free rights.</p> <p>Copyright Infringement. Baliola will be responsible for the findings of NFT that violate Intellectual Property Rights. If you as a Collector find indications of copyright infringement on an NFT in Baliola, you can contact Baliola and Baliola will temporarily freeze the NFT from Baliola until the infringement is resolved. In addition, this copyright infringement will be the responsibility of</p>

TokoMall [16]	Kolektibel [17]	Baliola [18]
<p><i>that, it will be the responsibility of you and the Merchant and should be directly resolved between you and the merchant</i></p> <p><i>Restricted Matters</i></p> <p><i>TokoMall prohibits you from engaging in any of the following acts when using the Services:</i></p> <ul style="list-style-type: none"> • <i>The Acts that violate the provisions of laws and regulations, court decisions or administrative actions that have permanent legal force;</i> • <i>The behavior has a potential arise an and disruption of social order, morality or customs;</i> • <i>The Action that indicated lead to infringe intellectual property rights, privacy, and all other rights granted by law or by a contract with TokoMall and/or a third party;</i> • <i>Sharing, posting and overexpose hate expression which lead to discrimination by nationality, gender, race, skin color, religion, social</i> 	<p>(c) You may not apply for, register, or use or attempt to use our trademarks or service marks, or similar disputed marks, anywhere in the world without the written consent of the author of each case, which allows us to remain in our absolute discretion.</p> <p>V. The Delimitation of Ownership.</p> <p>Users must agree that you may not allow any Third Party to do or try to do any of the things mentioned above without the prior written approval of the electronic system operator in each case:</p> <ul style="list-style-type: none"> (a) modify the Artwork for Digital Purchases in any way including: in whole or in part (form, design, image, attributes, scheme, color); (b) Utilization of art in Digital Works that has been purchased to promote or sell Third Party products or services; (c) The use of Art purchased by you includes images, videos, or other forms of media that contain elements of hatred, intolerance, violence, cruelty, or anything that can be considered divisive or violates the rights of others; (d) Utilization of the Digital Artwork that 	<p><i>both you and the Artist and must be resolved directly between you and the Artist.</i></p>

TokoMall [16]	Kolektibel [17]	Baliola [18]
<i>status, family origin and etc.</i> <ul style="list-style-type: none"> • <i>Upload content that effect the discomfort against the others;</i> • <i>The act of making a certain profit or involving cooperation with an anti-social group;</i> • <i>Behavior related to religious activities or the invitation of certain religious groups;</i> • <i>Illegal or misuse disclose action with collect or disseminate the privacy of other subjects such as registered information, user track records, or similar types;</i> 	<p>already purchased in the format of film, video or other forms of media, unless such use is expressly permitted in the rules of this platform or only used for personal or non-commercial purposes;</p> <p>(e) Trade for commercial gain or commercialize merchandise containing the elements of the relevance Art for the Digital Works;</p> <p>(f) Attempt to acquire additional intellectual property rights; or</p> <p>(g) Use the Artwork for personal or any Third Party's commercial benefit.</p>	

The comparison of the terms & conditions between the three marketplaces above shows the role of copyright protection which is self-own regulation that can be seen into terms & conditions of Tokomall provide more adequate protection than the other two marketplaces. This happens because of the protection store and specific terminology for copyright violations that occur in the marketplace. Furthermore, Baliola provides protection for NFT copyright by emphasizing that violations that occur are the responsibility of Baliola so that the role of solving problems that occur is the responsibility of Baliola. Finally, Collectible platform in collaboration with IBL implements copyright protection by using a definition for users that limits the role of infringing copyright. The copyright infringement that occurs is not the collective responsibility but between the parties who commit the infringement, this is because the ownership of the license and others is only recognized as long as it is regulated in the terms & conditions.

Furthermore, according to the comparison table above, the government can play a role, especially in providing copyright protection guidelines to the NFT seller platform. Of course, this begins with the making of regulations regarding the NFT transaction itself. The guide may contain that copyright protection is the responsibility of the platform so that in its completion all platforms cannot be separated because they have been put in terms & conditions, this is

also considered more adequate and does not burden the platform in developing services on the other hand protecting copyright from creators.

The NFT art copyright protection mechanism on crypto platforms pressures the settlement mechanism as supporting evidence in creating a work, but not as primary evidence. because proof of ownership must be shown by registration with the Director General of Intellectual Property Rights. The presence of NFT is only to strengthen Copyright, not as a substitute for Copyright. The characteristics of Copyright have features that are not owned by NFTs, namely the prohibition of other people from using and commercializing a creation without permission and without royalties. The concept of NFT is opposite to Copyright because NFT can be distributed and commercialized. In copyright non-existent scopes, the owner of the copyrighted work has the option to apply for revocation in such cases. This phenomenon reinforces the importance of protecting the creators concerned. Therefore, each work must first have its Intellectual Property Rights registered with the relevant agency, before it can be commercialized through the NFT.

4 Conclusion

Copyright protection in NFT has been accommodated in the Copyright Law and the ITE Law which describes the meaning, enforcement and sanctions. However, the arrangements by the two laws and regulations still do not have clear boundaries. The value of usefulness and legal certainty to be achieved in order to protect the moral and economic rights of the creators of NFT works of art can't be maximized. Although a number of Indonesian Crypto Marketplaces have included terms and conditions regarding copyright protection for creators and users in enjoying services (self-owned regulation). However, the sanctions imposed for copyright violators and misuse of NFT artwork are still limited to account termination and revocation of artwork on the platform. So that in the future, the Government of Indonesia needs to make special rules that are more adaptive and holistic which fully regulate the use and protection of NFT works of art.

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