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## Electronic Legality Of Employment Contracts On Minor Children

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### ABSTRACT

Based on the results of the study, the answers to the existing problems were obtained, that the validity of the employment contract between *Youtube* and the *content creator* who was still underage in the statutory provisions contained four conditions for the validity of an agreement, one of which involved the ability to make agreements. Like the real world, there are several requirements from the electronic service provider that must be approved by social media users, especially a *content creator*. These requirements are commonly known as *terms of service*. One of the things that are usually regulated in the *terms of service* is the age of the user so that the legal relationship that exists between the child and the agency or institution is based on the existence of a working relationship between the two parties, in which the child can be represented by the parent or guardian based on a work agreement because children are still unable to carry out legal actions independently, this is because children are categorized as people who are not yet capable of carrying out legal actions As for government regulations regarding employment contracts between *YouTube* and *content creators* who are still underage, it can be seen in several laws and regulations in Indonesia which regulate the procedures for engagements or work contracts such as the Civil Code, the ITE Law and in the Manpower Act. For example, in the Civil Code, one of the things that can be used as a reference in the validity of a contract is age, namely 21 years or already married, so based on the problem formulation, the researcher gives an idea in the form of underage *content creators* who are required to be accompanied or represented by parents or guardians in entering into agreements or contracts with the *youtube platform* service provider so that it cannot damage the validity of the contract or agreement that has been made by the parties.

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## 1. Introduction

### A. Background

Today's technological developments can be said to be very advanced, especially talking about social media which is useful for making it easier for everyone to find or to disseminate information. The rapidly growing development of internet technology has had a very large impact on the world community. This utilization of internet technology is also carried out by most Indonesian people.<sup>1</sup>

*Platforms YouTube* is one of the media for disseminating information that is often accessed and in demand by the entire world community, not only the world community, the Indonesian people are also very interested in this *digital platform*. This platform is the most popular new media in the last 5 (five) years, even not only as social media or information but *Youtube can also* be used as a place to get royalties or profits for *YouTube users* who want to share content commonly known as *YouTube r (content creator)*. Electronic employment contract for *Content creator YouTube* cannot be released from Article 1320 of the Civil Code. The real problem will be seen when the agreement (electronic contract) is faced with the subject of a minor by the applicable provisions in each country using the *platform facilities*.

In this regard, it is necessary to pay attention to legal issues in the context of providing legal certainty through the use of technology through three approaches, namely the legal aspect approach, the technological aspect, and the social, cultural, and ethical aspects, to address matters that have not been regulated in more detail, for example. such as arrangements related to the age limit for conducting electronic contracts through social media into the ITE Law.<sup>2</sup>

This is based on the provisions of Article 5 Paragraph (3) of the ITE Law, namely electronic information and/or electronic documents are declared valid when using electronic systems by the provisions of the ITE Law, as well as Article 1338 Paragraph (1) which implicitly contains the principle of freedom of contract as the basis for the parties to enter into a contract; Article 1338 Paragraph (2) becomes the basis of the parties' commitment in carrying out the contents of the contract; Article 1338 Paragraph (3) shall be the reference of the parties when making and executing the contents of the contract; Article 1233 which is the source of alliance between the parties; Article 1234 which is the reference for determining the type of performance of the parties in the contract.

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<sup>1</sup>Mohamad Rivaldi Moha, et al. 2020. *The Urgency of Registration of Electronic System Operators for E-Commerce Business Actors* . Journal of Jambura Law Review. Vol 2. No (2). Case. 102

<sup>2</sup>Alvin Daniel Silaban, et al. 2020. *Podcast: Broadcasting or Audio Content Services Through the Internet (Over The Top) Based on Positive Laws in Indonesia*. Vol. 13. No. (2). Case. 139

## B. Problem Formulation

Based on the background that has been explained above, the solution to the problem is how valid is the employment contract between *Youtube* and the Content Creator who is still underage?

## C. Research Method

This research uses normative research, which uses library research based on a system of norms to find a truth based on scientific logic seen from the normative side based on the object itself. The type of research is juridical analysis, in which these norms are related to the subject matter, especially in the process of settling civil cases. <sup>3</sup>This research approach uses a statutory approach.

## II. DISCUSSION

### The Validity of the Employment Contract between *Youtube* and *Content Creators* who are still underage.

Technological advances have set new standards in patterns of social interaction in the lives of the world's people. One of the easiest forms of progress to see and feel is the use of social media as an inseparable part of everyday life. One of the most prominent media is *YouTube*, a website designed for uploading, watching and sharing videos. Millions of users from all over the world have created *YouTube accounts* so they can start uploading videos for users all over the world to watch. Ann using *YouTube*, one can choose between being a viewer and also an uploader or content provider.

Being a *YouTube content connoisseur* is not difficult. This is because *YouTube* is a site that can be accessed without the need to register an account beforehand. Everyone, without specific restrictions or conditions, can enjoy video content and share it on various social media owned. However, some *YouTube features* require users to register an account first for a better experience. Examples of features that can only be accessed with a registered account are the *like* and *comment features*.

Contrast to ordinary content connoisseurs, becoming a *content creator* must go through several simple stages, including:

1. Have a *YouTube account*
2. Uploading video content by the *Terms, Community Guidelines*, and other policies

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<sup>3</sup> Mukti Fajar ND and Yulianto Achmad. 2015. *Dualism of Normative & Empirical Legal Research*. Yogyakarta : Student Library

required by *YouTube*

After fulfilling the above requirements, a *content creator* automatically has the following rights:<sup>4</sup>

1. *License to YouTube*
2. *License to Other Users*
3. *Duration of License*
4. *Right to Monetize*
5. *Removing Your Content/ Removal of Content By YouTube*
6. *Copyright Protection*

Becoming a *content creator* is a necessity that can be enjoyed thanks to technological advances. Not only provide fun and new experiences in being creative on social media, but a *content creator* can also earn income from the content he creates through the Monetization process, as explained in the fourth point mentioned above.

One of the social media networks that have monetization services for its content providers is *YouTube*. To be able to enjoy these services, on the *YouTube site*, content providers must first agree to a new agreement in the form of a standard agreement with *YouTube* called *YouTube Partner Agreement* where after the agreement runs, the content provider will change its status to a *YouTube partner* or *YouTube Partner*. Once a part of YPP, Creators can start monetizing their content, get *email* and *chat support*, and gain access to the *Copyright Match Tool* to help protect their content.

Of course, several stages of requirements must be passed by a *content creator*. A key eligibility requirement to be accepted into YPP is compliance with *YouTube's monetization policies, which include the YouTube Community Guidelines YouTube Terms of Service* and

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<sup>4</sup>YouTube. *Terms of Service*. <https://www.youtube.com/static?template=terms> (Accessed on October 25, 2021 at 10.27 WITA)

*Google AdSense* program policies This policy applies to the Creator *channel* as a whole, and not just per video. If a *content creator* wants to monetize a video with ads, the video must also comply with our Advertiser-friendly content guidelines. Briefly, it can be seen from the following description:

1. *YouTube* ' Community Guidelines, including avoiding:<sup>5</sup>
  - a) Spam, fraudulent practices, and scams
  - b) Nudity and sexual content
  - c) Child safety
  - d) Harmful or harmful content
  - e) Hate speech
  - f) Harassment and *cyberbullying*
2. *AdSense* program policies, avoiding some non-monetization:<sup>6</sup>
  - a) Content that exclusively features rereading of other material that is not your work, such as text from websites or news *feeds*
  - b) A modified song so that the tone or tempo changes, but remains identical to the original song
  - c) Repeated content that is similar or useless, poor educational value, low-quality comments or narratives
  - d) *Template* -generated, mass-produced, or programmatically generated content
  - e) *slideshow* or *scrolling text* with little or no narration, commentary, or educational value

All the processes mentioned above are part of an electronic transaction which is the originator of the emergence of an electronic contract. Both electronic transactions and

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<sup>5</sup>Youtube. *Guidelines Community* .

[https://www.youtube.com/intl/ALL\\_id/howyoutubeworks/policies/community-guidelines/](https://www.youtube.com/intl/ALL_id/howyoutubeworks/policies/community-guidelines/) (Accessed October 25, 2021 at 10.27 WITA)

<sup>6</sup>Youtube Help. *YouTube channel monetization policies*.

[https://support.google.com/youtube/answer/1311392#zippy=%2Ccomply-guidance-community-youtube%2Ccomply-policy-adsense-program%2C-quality-for-content-kids-and-family-principles %2CCreator-responsibility](https://support.google.com/youtube/answer/1311392#zippy=%2Ccomply-guidance-community-youtube%2Ccomply-policy-adsense-program%2C-quality-for-content-kids-and-family-principles%2CCreator-responsibility) (Accessed on October 25, 2021 at 10.27 WITA)

contracts are new phenomena that cannot be separated from the law because electronic transactions also have legal aspects of contracts or agreements. Apart from the provisions/regulations issued by the service provider (in this case, *YouTube*), some provisions are no less important, namely the National Law in the country concerned. In its series of policies, *YouTube* has repeatedly stated that the implementation of all its provisions is adjusted to the National Regulations in the local country/region. Thus, the existence of a contract or agreement made by the parties (*YouTube* and *content creator*) is one of the most important points in this transaction, as the general view understands a principle that the contract or agreement is the law for the parties who make it.

To measure the existence or absence of an agreement in an electronic transaction, it can be done by accessing an offer via the internet, or it can be translated as accepting or agreeing to a legal relationship, as also explained by Sukarmi that a legal relationship or electronic transaction is stated in a standard contract with the *take it principle. or leave it*, where the offer and all kinds of terms of the contract are included in the bidding process and if there are parties who are interested in establishing a legal relationship then they can directly access and agree to the offer, it doesn't matter how the parties agree to the transaction because an agreement can happen with the common will of both parties.<sup>7</sup>

One of the legal relationships that occur between communities is the civil law relationship. Civil law relations are born based on an agreement where two people or two parties bind themselves, the thing that binds between the two parties is a legal event which can be in the form of actions, events, and in the form of circumstances. Legal events in civil relations are generally carried out based on agreements<sup>8</sup>

Based on the provisions of Article 1320 of the Civil Code, the agreement is divided into Subjective conditions and Objective conditions, which can be stated in four respects as follows:<sup>9</sup>

1. Agreement (*Toesteming* / Permit) for both parties. The first requirement is regulated in Article 1320 paragraph (1) of the Civil Code. Agree or permission, it

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<sup>7</sup>Emilda Kuspraningrum . 2011. *The Legality of Electronic Contracts in the ITE Law in View From Article 1320 of the Civil Code and the UNCITRAL Model Law on Electronic Commerce* . Minutes of LAW, Faculty of Law, Unmul. Vol. 7, No (2) . Case. 67

<sup>8</sup> Suadnyani, NNE, Darmadi, ASW, & Westra, IK 2017 . *Skills Based on Age Restrictions in Making Agreements Before a Notary* . Kertha Semaya, Vol. 5 . Case. 3

<sup>9</sup> Kamaruddin, Aulia Fajriani, and Istiqamah Istiqamah. 2020 . *Observing the Legitimacy of E-Commerce Transactions Performed by Minors* . Alauddin Law Development Journal , Vol. 2. No (3). Case. 3

can be interpreted that the two subjects who agree must agree on the main things of the agreement that was made. The agreement is not a unilateral legal act so that when an agreement has been agreed, then at that time the rights and obligations arise for each party. The agreement of the parties who transact via *online* or *e-commerce*, the party providing the offer is a business actor and acts to offer goods through the *website*. So, all internet users can access to view the offer and then buy it. If the buyer is interested in buying an item or service, the buyer, in this case, the consumer, only needs to click on the goods or services that are by his wishes. Generally, when goods or services arrive at the consumer's destination, the business actor will send an *e-mail* or confirmation via telephone to the *customer of the order*.

2. Competence to act Competence is the ability to perform legal acts. For example, if a person as a subject of law is considered competent it means that he has the right and obligation to act in legal acts. The people who will agree must be people who are competent and have the authority to do legal acts, as determined by law. As for the unauthorized (*onbevoegd*), that is a generally competent person, but for certain legal acts are declared unable to act without the authority of a third party.

An agreement is the agreement of both parties, without the parties agreeing then the agreement is considered not born. So everyone who agrees must understand with whom he made the agreement and understand the conditions and status of the parties involved in the agreement because the agreement is full of responsibilities. Proficiency is one of the conditions for the validity of an agreement. It can be taken to mean that competent according to the law are adults while children are considered incompetent. This is especially true when entering into an *online* sale and purchase agreement or *e-commerce* that does not require the parties to meet in person, making it difficult to detect the skills of the parties.

3. The existence of the object of the agreement ( *Onderwerp der Overeenkomst* ) The object of the agreement is an achievement. Achievement is what is the obligation of the debtor and what is the right of the creditor. In conventional buying and selling, the goods offered by the seller can be seen directly so that it is clear and the delivery is also carried out directly. While *e-commerce* trading, the goods offered are uploaded on the site so that the goods are shown in the form of videos or photo images so that those who access the goods can see the goods directly if the delivery of goods has occurred after clicking 'buy' on the site. So whether buying and selling conventionally or *e-commerce*, goods or services being traded must meet certain object requirements.
4. The Existence of a Legitimate Causa ( *Geoorloofde Oorzaak* ) In Article 1320 of the Book of Civil Law, the meaning of *Izaak* (halal causa) is not explained in Article 1337 of the Civil Code, only the causa that forbidden. A cause is prohibited when it is contrary to law, decency, and public order. Legitimate causes included in the terms of the Object of agreement another term on the objective terms of this one is also known as the legalized cause, which means the content of the agreement by the parties must not be contrary to law, public interest, or decency.

The four elements of the legal terms of the agreement that have been mentioned above, along with the development of legal science are divided into :

1. The first two main elements of the condition are referred to as subjective conditions. This is about the party/person or subject who entered into the agreement. This element includes the existence of an agreement element freely from the promising parties and the competence of the part agreeing.
2. The last two main elements of the condition are referred to as objective conditions. This is about the element of the object or the agreement itself from the legal action taken. This element includes the existence of the subject matter of the object of the



agreement, and the cause of the object agreed upon by the parties must be something that is not prohibited by law.<sup>10</sup>

Over time, the provisions regarding agreements/contracts in the Civil Code are considered not to cover and accommodate the development of the times, especially in the phenomenon of the emergence of Electronic Contracts as one of the methods that can be used commonly by the wider community. This can finally be handled by the presence of Law no. 19 of 2016. Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE), especially in Chapter V which explicitly discusses Electronic Transactions.

Discussing electronic contracts as a whole in the ITE Law does not only focus on chapter V regarding Electronic Transactions but also does not escape from other parts whose existence can support the legal position of the electronic contract. Other chapters that are also related to the position of electronic contracts in the ITE Law are Chapter III concerning information, documents, and electronic signatures and Chapter IV concerning the implementation of electronic certification and electronic systems. All the rules in Chapter III regarding information, documents, and electronic signatures are actuarial parts of a legal relationship where at the beginning of the creation of a legal relationship there must be an offer process to the other party. Furthermore, if the process of exchanging information runs smoothly and legally, then it can proceed to the stage of establishing an electronic transaction which is then bound by an electronic contract.<sup>11</sup>

The stage of providing this information has also been described quite clearly in Article 6 of the ITE Law which states "In the eve other provisions other than those stipulated in Article 5 paragraph (4) which requires that an information must be in information original form, Electronic Information and/or Electronic documents are considered valid as long as the information contained in them can be accessed, displayed, guaranteed for their integrity, and can be accounted for so to plain a situation. In this article it is regulated that information must be presented in written and original form, and can be accounted for, then it will be considered valid in the eyes of the law<sup>12</sup>

Still based on the same Law, Article 5 to Article 15 states that Electronic Information and/or its printouts are valid legal evidence, an extension of legal evidence by the

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<sup>10</sup> Emilda Kuspraningrum. Op.Cit. Case. 67

<sup>11</sup> Ibid . Case. 69

<sup>12</sup> Ibid . Case. 60

applicable Procedural Law in Indonesia. In Article 1 number 17 of the ITE Law, it has also provided the position of Electronic Contracts, namely "Agreements of the Parties made through an electronic system". The explanation of the electronic system is also explained in detail in Article 1 point 5 requiring business actors/electronic service providers to provide clear and complete information.

As a follow-up to the provisions of the agreement in the Civil Code and electronic transactions in the ITE Law, Article 47 paragraph (2) PP No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions stipulates that "Electronic contracts made with standard clauses must comply with the provisions regarding standard clauses as regulated in-laws and regulations". This confirms that our national Regulations also accommodate and protect the agreement between *content creators* and service providers (*YouTube*) while meeting the requirements as stated in the Regulations above.

In line with the provisions of Article 1320 of the Civil Code, Article 46 paragraph (2) PP No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions also states that an electronic contract is considered valid if:

1. There is an agreement between the parties
2. Performed by a competent legal subject or who is authorized to represent by the provisions of the legislation
3. There are certain things, and
4. The object of the transaction must not be contrary to the rules of law, decency, and public order.<sup>13</sup>

Based on the explanation above, it can be seen that the regulations/policies issued by *YouTube* as a service provider do not conflict with the National Law in Indonesia, in fact, both support each other and are based on the same principles. Thus, compliance with all the provisions of both can guarantee the validity of a work contract between *YouTube* and *content creators* in the Indonesian jurisdiction. On the other hand, when one or both elements of the Regulation cannot be fulfilled, this will invalidate the *quo employment contract*.

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<sup>13</sup> Pranisa, KS, Dantes, KF, & Sudiatmaka, K. 2021. *Analysis of the Validity of Agreements in Electronic Transactions Through Facebook Advertising Media Reviewed Based on Law no. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Information and Electronic Transactions*. Journal of the Yustisia Community, Vol. 4. No. (2). Case. 227

All users of social media networks have the same opportunity to develop and become content creators including minors. This is regulated in Article 28B paragraph (2) of the 1945 Constitution that " Every child has the right to survival, growth and development and the right to protection from violence and discrimination ". So it can be ascertained that children have constitutional rights and the state is obliged to guarantee and protect the fulfillment of children's rights which are part of human rights (HAM).<sup>14</sup>

Minors can become content uploaders, where the child's right to freedom of expression is stated in Article 6 of the Child Protection Act which reads; "Every child has the right to worship according to his religion, think, and express according to his level of intelligence and age, under the guidance of his parents." become realizable.<sup>15</sup>

Apart from the freedom of expression that every child has, there are some provisions specifically regulate agreements/contracts, namely a series of articles in the Civil Code, the ITE Law, and derivative regulations. Broadly speaking, the provisions contained in the Regulations contain four conditions for the validity of an agreement which are divided into two elements, namely objective and subjective elements, one of which concerns the ability to make agreements. However, there are differences in interpreting the "legal age limit"

1. Based on Article 330 paragraph (1) (Civil Code) the proficient age limit is 21 years. This provision is clear. Age is based on all personal data documents that are legally owned by the party concerned. For parties who are not yet 21 years old, maturity can be requested.
2. The age limit for performing legal acts in the Notary Office Law Number. 2 of 2014 (hereinafter abbreviated as UUJN No.2 of 2014) can be seen in the provisions of Article 39 paragraph (1) (UUJN) 2014 which states that the audience must meet the minimum requirements of 18 (eighteen) years old.
3. The age limit for performing legal acts according to Law Number 13 of 2003 on Employment (hereinafter abbreviated as the Labor Law) is also regulated as stated

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<sup>14</sup>Article 28B paragraph (2) of the 1945 Constitution

<sup>15</sup>Article 6 of Law Number 23 of 2002

in Article 1 number 26 of the Labor Law, ie children are every person who is 18 years old.

Based on the law described above, there are different age limits are governing proficiency. The ability to carry out legal actions based on the Civil Code is 21 years, while the skills based on the UUJN and the Manpower Law are 18 years. Apart from this age limit difference, the age limit provision is the main thing that must be obeyed in every legal action. Because the skill element is a formal requirement for someone to take legal action

Like the real world, there are several requirements from the electronic service provider that must be approved by social media users, especially a *content creator*. These requirements are commonly known as *terms of service* ( terms of service). One thing that is usually regulated in the *terms of service* is the age of the user . The age of the user is also important because it will be related to a person's ability to make agreements.

*YouTube* has made it clear in its *Terms of Service* that users of the service are required to be at least 13 years old. However, children who have not or are already 13 years old are given another alternative, namely using the *YouTube Kids service* with the permission and supervision of a legal guardian. The guardian in question must also understand that by allowing the child to use the service, the guardian must comply with all provisions from *YouTube* and be responsible for the child's activity on this *platform*.<sup>16</sup>

age requirements are mostly related to the various services embedded on the digital platform used. In accessing the service, especially in the registration/account creation process for the first time, personal data from service users is required. This is so that the service provider (in this case *YouTube* ) can verify the identity of the service user so that the person concerned can obtain the services and facilities offered by the service provider.<sup>17</sup>

Based on the above provisions, it can be concluded that The legal relationship that exists between the child and *YouTube* as a service provider is based on the existence of a working relationship between the two parties, in which the child is represented by a parent or guardian based on a work agreement because the child is still unable to take legal action independently. This is because children are categorized as people who are not yet capable of carrying out legal actions. From the explanation and explanation, the

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<sup>16</sup> Youtube Kids. *Terms of Service* . <https://kids.youtube.com/t/terms> (Accessed on October 25, 2021 at 10.27 WITA)

<sup>17</sup> Fenty U. Puluhulawa, et al. 2020. *Legal Weak Protection of Personal Data in the 4.0 Industrial Revolution Era* . Journal of Jambura Law Review. Vol 2. No (2). Case. 183

work agreement that occurs between a minor and an entrepreneur based on the law that regulates this matter is still valid according to the provisions of the law as long as it remains by the provisions of the law, morality, and public order.<sup>18</sup>

As stated in the Terms of Service, children under applicable law may use *YouTube* or *YouTube Kids* (if available) if permitted by a parent or legal guardian.

On *YouTube Kids* and *YouTube* are in *parental control* mode, children cannot upload content, *live stream*, read or write comments, or access any features that involve financial transactions. We provide additional protections for minors regarding live streams, such as stopping streams where minors are not accompanied by an adult.

Especially for content that features children in the video, some legal requirements and obligations must be met. In addition to obtaining approval, Creators are responsible for complying with all applicable laws, rules, and regulations for featuring children in their content, including required permits, wages/profit sharing, schools, and education, and work environment and hours.<sup>19</sup>This is in line with the provisions of Article 71 (1) of the Manpower Law which states that children can do work to develop their talents and interests, employers who employ children as referred to in Article 71 paragraph (1) must meet the following requirements:<sup>20</sup>

1. Under the direct supervision of a parent or guardian
2. Maximum working time is 3 (three) hours a day
3. Working conditions and environment do not interfere with physical, mental, social development and school time

In line with the provisions of National Law, *YouTube* also provides warnings for guardians who act as *content creators* to understand and comply with applicable laws. The

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<sup>18</sup>Arvita Hastarini. 2019. *The validity of the Employment Agreement made by Minors*. Legal Discourse, Vol. 25. No (1). Case. 24

<sup>19</sup>Youtube Help . *Best Practices for Content with Children* .

<https://support.google.com/youtube/answer/9229229> (Accessed on October 25, 2021 at 10.27 WITA)

<sup>20</sup>Article 71 (1) Law no. 13 Year 2003

person concerned must comply with all laws, rules, and regulations related to the activity of working with minors. A few things to know:

1. Permissions: Review local laws and regulations to find out if minors in videos need a permit, registration, or license to work. Guardians acting as *content creators* must also find out if a permit or authorization is required to employ minors.
2. Wages/Profit Sharing: Guardians acting as *content creators* must comply with applicable laws regarding payments to minors for the work they do. In some cases, guardians may be required to pay wages to minors. In other countries, guardians may be required to directly provide a portion of the income generated from videos to minors, or set aside a portion of the income that is intended for minors.
3. School & Education: The participation of minors in content must comply with all applicable laws so as not to interfere with their schooling and educational activities.
4. Work Environment, Hours of Work & Rest Time: The work environment must be safe for minors. They should have enough time to rest, study and play every day. Minors are not allowed to work late into the night. The guardian must also comply with all local laws regarding working hours and limits on working hours each day/week.

A guardian who acts as a *content creator* is obliged to protect minors in their content, by<sup>21</sup>

1. Ensure minors are supervised by adults and engage in age-appropriate activities, such as displaying hobbies, educational content, or performing in public spaces.
2. Ensure that the clothes worn are age-appropriate. Avoid clothing that is too tight or too revealing for minors.

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<sup>21</sup> Youtube Help . *Best Practices for Content with Children* . Op.Cit

3. Use *YouTube privacy settings* to limit who can see posted videos.

A guardian acting as a *content creator* may not post content on *YouTube* if it displays minors and meets one or more of the following criteria:<sup>22</sup>

1. Recorded in a private room at home, such as in the bedroom or bathroom.
2. Shows minors initiating interactions with strangers, taking guts tests or online challenges, or discussing adult topics.
3. Showing activities that may attract unwanted attention to minors, such as performing twisting movements or *ASMR*.
4. Disclosing personal details about minors.

*YouTube* does not allow content that is harmful to the emotional and physical condition of minors. Therefore, to protect minors, *YouTube* has disabled several features, both at the *channel* and video levels, for content that displays children but does not violate *YouTube policies*, including the comments, *live chat*, *live streaming*, video recommendations, and features. community posts.<sup>23</sup>

Furthermore, content that violates the conditions set by *YouTube* as a service provider will be removed and the channel/account owner will be sent a notification/warning *email*. If you are still in violation, you will be given the first warning, if you get the third warning within 90 days, the channel/account will be terminated. *YouTube* also combats predatory behavior, and ajan assists local law enforcement investigations of situations that place children in danger based on content reported to *YouTube*.<sup>24</sup>

### III. CLOSING

#### A. Conclusion

A *content creator* is someone who has various kinds of content material in the form of writing, images, sound, and especially videos which are currently widely found on the *YouTube platform*. *YouTube* is a *platform* that is open to anyone and any group as long as it meets the requirements set out in (*terms of service*). so that various layers of society with different age backgrounds can get the same opportunity to access the *platform*. Laws and regulations in Indonesia have regulated the procedures for engagement or work contracts

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<sup>22</sup>Ibid

<sup>23</sup>Ibid

<sup>24</sup>Ibid

such as the Civil Code, the ITE Law, and other regulations.

## **B. Suggestion**

*Content creator* minors are required to be accompanied or represented by a parent or guardian in entering into an agreement or contract with the *YouTube platform service provider* so that they cannot damage the validity of the contract or agreement that has been made by the parties. The most important thing is that the parties to the engagement have thoroughly read the terms contained in the *YouTube platform community regulations* and read the contents of the agreement - the agreement that will be made by the child in this case represented by the parent or guardian.

## **References**

### **Book:**

Mukti Fajar ND and Yulianto Achmad. *Dualism of Normative & Empirical Legal Research*. Yogyakarta : Student Library, 2015.

### **Journal**

Alvin Daniel Silaban, et al. ( 2020 ) . *Podcast: Broadcasting or Service of Audio Content Through the Internet (Over The Top) Based on Positive Laws in Indonesia*. 13. No. 2 , 13  
ArArviatastarini. ( 2019 ) . *The validity of the Employment Agreement made by Minors*. Legal Discourse, 25. No 1. 24

Emilda Kuspraningrum . ( 2011 ) . *Validity of Electronic Contracts in ITE Law Reviewed From Article 1320 of the Civil Code and the UNCITRAL Model Law On Electronic Commerce* . Risalah HUKUM Fakultas Hukum Unmul. 7, No. 2 , 67

Fenty U. Puluhulawa, et al. ( 2020 ) . *Legal Weak Protection of Personal Data in the 4.0 Industrial Revolution Era* . JaJambaaw Review-Journal. 2. No. 2. 183

Kamaruddin, Aulia Fajriani, and Istiqamah Istiqamah. ( 2020 ). *Observing the Legitimacy of E-Commerce Transactions Performed by Minors*. Alauddin Law Development Journal, 2. No 3. 3

Pranisa, KS, Dantes, KF, & Sudiatmaka, K. ( 2021 ) . *Analysis of the Validity of Agreements in Electronic Transactions Through Facebook Advertising Media Reviewed Based on Law no. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Information and Electronic Transactions* . Yustisia Community Journal , 4 . No. 2, 227