



## Digital Employment Contract Practices (Contentpreuner – Mediapreuner) Media Industry in Indonesia

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**Abstract:** The practice of digital-based work contracts is experiencing rapid development, one form of business that uses digital-based work contracts, namely Mediapreuner, an example of a fairly large Mediapreuner business model in Indonesia, namely the Pikiran Rakyat Media Network (PRMN). The reality found on the ground, digital work contracts have been carried out massively, even by business networks that are national in scale. This seems to reconstruct the work contract culture that has been widely practiced by business people, starting from the MoU process. This then encourages researchers to carry out an in-depth observation process to dissect the engagement scheme, clauses in the contract, as well as the factors that influence business people to trust each other in digital work contracts. The practice of digital contracts of work at PRMN is an agreement in the form of cooperation between 3 parties. Strong reasons that encourage parties to be able to organize and maintain digital employment contracts are the parties' trust and track record of income.

**Keywords:** Digital Contract; Mediapreuner; Modern Business

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### 1. Introduction

The practice of digital-based employment contracts has experienced rapid development<sup>1</sup>, one form of business form that uses digital-based employment contracts is Mediapreuner<sup>2</sup>, a sample of Mediapreuner's business model that is quite large in Indonesia, namely Pikiran Rakyat Media Network (PRMN)<sup>3</sup>. From 2019 to 2022, Mediapreuner (media businessman) was able to establish a cooperation scheme with more than 2500 Contentpreuners (content creators) consisting of approximately 225 media networks spread throughout Indonesia<sup>4</sup>.

Based on the data obtained, the value of *income* generated from the employment contract can reach up to hundreds of millions per month<sup>5</sup>. It is known, if referring to the

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<sup>1</sup> Thamaroni Usman, "Keabsahan Tanda Tangan Elektronik Pada Perjanjian Jual Beli Barang Dari Perspektif Hukum Perdata," *Indonesian Private Law Review* 1, no. 2 (2020): 90–91.

<sup>2</sup> Yedi Supriadi, "2 Tahun PRMN, Ciptakan Lapangan Kerja Dengan Model Mediapreuner."

<sup>3</sup> Agus Sulistriyono, "Income Mediapreuner Dan Contentpreuner," 2022.

<sup>4</sup> "2 Tahun PRMN, Mewujudkan Mimpi Jadi Content Creator Dan Mediapreuner Dalam Semangat Kolaborasi," 2021.

<sup>5</sup> Sulistriyono, "Income Mediapreuner Dan Contentpreuner."

provisions of the classification of business activities, then Mediapreuner's business activities have entered the criteria as Medium Enterprises<sup>6</sup>.

Interestingly, with such a large income and no small business, the practice of work contracts carried out by Mediapreuner together with Contentpreuner is actually made and signed digitally / electronically, not meeting directly or wet signatures as is common in other Medium Business work contracts.

In the theory of the Law of Engagement, any employment contract is carried out, previously going through several stages. One of them starts with the MoU (Memorandum of Understanding) process<sup>7</sup>. As is known, the position of the MoU is to be a preliminary agreement, before finally the parties continue the agreement into a contractual agreement containing rights, obligations and sanctions for the parties in implementing the agreement. From the MoU process to the contract agreement, everything is done with meetings and involves stamped signatures<sup>8</sup>.

However, the reality found in the field, digital work contracts have been massively carried out, even by national-scale business networks. This seems to reconstruct the work contract culture that has been commonplace by business people so far, starting with the MoU process, minutes of agreement, and then signing a stamped contract.

According to researchers, what is practiced in the Mediapreuner business shows a new business scheme trend while photographing the current contract law culture that is struggling with the era of disruption. This then encourages researchers to conduct an in-depth observation process to dissect the engagement scheme, clauses in the contract, and factors that influence business people to trust each other in the digital work contract.

## 2. Method

This research is included in the type of qualitative research. Preliminary data is that there is a digital contract practice that is growing rapidly in Indonesia. In the field of law, this research is included in socio-legal research or empirical legal research that specifically examines how digital contentpreneurs - mediapreneurs work in the media industry in Indonesia. The paradigm used is critical-constructivist. Narrative primary data is in the form of interview results, as well as digital contracts, and legal products related to contracts.

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<sup>6</sup> *Undang-Undang No. 20 Tahun 2008 Klasifikasi UKM Dan UMKM Di Indonesia*, n.d.

<sup>7</sup> Nanda Amalia, Ramziati, and Tri Widya Kurniasari, *Practice Proficiency in Designing Contrak Drafts*, Unimal Press, 2015, 94–96.

<sup>8</sup> Fitri Amelia and Cyntia Maharani, "The Position and Legal Force of Memorandum of Understanding in the Contract Law System," *Private Law* 2, no. 4 (2014): 1–16.

The interview will involve a key person at the central level: the Directors of Pikiran Rakyat Media Network. Meanwhile at the regional level are: Mediapreneurs and Contentpreneurs from East Java, Central Java, West Java, Sulawesi, Kalimantan, Lampung, South Sumatra, North Sumatra and West Sumatra. Data from key persons is used to see how the engagement scheme and the factors that support engagement can be well established. Then, the data will be confronted with each other, especially the narrative between Mediapreuner and Contentpreuner.

Secondary data uses all previous research and publications that are relevant to the research topic and can enrich and support this research.

The data collection carried out is:

- a. Documentation: to obtain initial data on digital contract practices and digital contract content. The documents used are Contentpreuner work contracts with Mediapreuner, press releases, press releases, statements in the media, and other data.
- b. Interviews: used to gather data from key persons, both digital work contract actors at the central level or regional level.
- c. Observation: researchers use ethnographic work methods to see how the collaboration between Mediapreneurs and Contentpreneurs and how the legal understanding of the parties.

As a qualitative research, this research begins with conducting a study of digital contract documents that contain the contents of work contracts for business people. The analysis was carried out using a legal hermeneutic approach to map out the scheme, contract articles and the factors that support the occurrence of the contract.

The same thing was done with the results of observations to support the description of the scheme and the factors that support the enforceability of the contract. Schemes and supporting factors will also be confirmed through interviews with key persons, to test data, validate data, and triangulate data. Pattern analysis was carried out simultaneously at each stage according to the form of the data being analyzed. The critical-constructivist paradigm provides a basis for the formulation of relevant contract law constructs. Findings are also used to formulate recommendations for new contract law findings.

### **3. Legal Aspects of Digital Contracts in the Media Industry in Indonesia**

Digital contracts are one form of new contracts that get special protection in Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law), especially through Article 1 number 17, digital contracts are agreements between parties made through electronic systems. While the electronic system itself is a series of electronic devices and procedures that function to prepare, collect, process,

analyze, store, display, announce, transmit, and or disseminate electronic information. This is regulated in Article 1 number 5 of the ITE Law<sup>9</sup>.

Three laws and regulations governing digital contracts in Indonesia are Law of the Republic of Indonesia Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law of the Republic of Indonesia Number 19 of 2016; Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions; and Government Regulation of the Republic of Indonesia Number 80 of 2019 concerning Trading Through Electronic Systems<sup>10</sup>. Basically, a digital contract is a digital version of a traditional paper contract. Like paper contracts, e-Contracts or digital contracts are agreements signed by two parties. E-Contract is an enforceable and legally binding document typically used regarding employment, sales, services, or rentals. With a plain paper contract, one party draws up a "bid" and the other party reads it. If both parties agree to the terms and conditions stated in this initial offer, they will each sign a document and it becomes a valid contract. Each party must hold out until the end of their agreement or they risk legal recourse. This is not much different from electronic contracts. Although paper copies are not presented, digital signatures still enter both parties into a valid agreement.

Digital contracts use digital data instead of paper. The formation of digital contracts with conventional contracts is different, where in the formation of digital contracts, the parties do not need to meet face to face and will not even need to meet at all. A digital contract can also be concluded as an agreement between two or more parties carried out using computer media, gadgets or other communication tools through the internet network<sup>11</sup>.

Digital contracts are born at the moment of acceptance of the offer. As a result of accepting an offer, it can be assumed that the two parties have previously carried out a bargaining process. The acceptance of an offer means that both parties have reached an agreement that gives birth to an online agreement or electronic contract. In principle, the word agreement occurs when the conformity between the offer and the acceptance. The provisions regarding offers and acceptance in digital or electronic contracts are formulated in article 20 paragraph (1) of Law Number 19 of 2016, which states that: "Approval of electronic transaction offers as referred to in paragraph (1) must be carried out with an electronic statement of acceptance"<sup>12</sup>.

Basically, digital contracts happen when both parties don't meet face to face regularly. Many individuals and businesses use digital communications and contracts because of their low cost, fast turnaround times, eco-friendly nature, and enhanced security. Before digital contracts, many businesses relied on lawyers to draft all contracts, and this was an

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<sup>9</sup> Eureka Inola Kadly, dkk, "Keabsahan Blockchain-Smart Kontrak Dalam Transaksi Elektronik : Indonesia, Amerika, Dan Singapura," *Jurnal Sains Sosio Humaniora* Vol. 5, no. 1 (June 2021): hlm. 204.

<sup>10</sup> Rachmad Yusuf Augus Theo Riadi, dkk, "Legalitas Kontrak Elektronik Sebagai Alat Bukti Dalam Perspektif Hukum Perdata," *Syntax Literate: Jurnal Ilmiah Indonesia* Vol. 7, no. 3 (March 2022): hlm. 1464.

<sup>11</sup> FitmarHebimisa, dkk, "Penegakan Hukum Perjanjian Dalam Kontrak Digital Menurut Undang -Undang Nomor 11 Tahun 2008 Yang Dibaharui Oleh Undang Undang Nomor 19 Tahun 2016," *Lex Administratum* Vol. 10, no. 4 (2022): hlm. 5-6.

<sup>12</sup> Kamaluddin, "Perlindungan Hukum Dalam Kontrak Elektronik Pada E-Commerce" Vol. 2, no. 1 (2022): hlm. 36.

expensive process for large businesses. For now, with pre-approved templates and with contract management software services in contract creation can be more cost-effective. This is because digital contracts can be sent via email, and it only takes a few minutes for the other party to receive them. So the parties can quickly sign and start the project without waiting for paper copies to arrive in the mail or using fax machines to send signed documents back to the business.

Some businesses choose to use digital contracts to reduce the amount of paper used in contracting a business that is part of a "*going green*" initiative. Because contracts almost always have a length of several pages. Similarly, some businesses say that it is easier to set up and manage multiple contracts when in digital form than on paper. Another big reason some businesses opt for digital contracts is because they offer enhanced security. Where if the contract is stored in a filing cabinet, almost anyone can access the details. But when stored online, only those with access to email or contract management software services can see the intricate details of a contract. Because in business client privacy is a major concern, especially true for those working in the medical industry.

There are several ways that businesses or individuals can create digital contracts using specialized software, email, word processing, or any number of other methods. Most commonly, businesses use contract management software. Contract management is a complete system that makes it possible to create and manage all contracts and their contract-related data in one place. Regardless of which service is chosen to use, all of them use similar methods to create e-Contracts. The process usually begins with a contract request from someone in the business. Requests are often entered into electronic request forms using contract management software systems. This form will capture all the information needed to create an electronic contract.

In general, the creation of digital contracts has two mechanisms: first, known as market contracts, involves the automatic assembly of electronic contracts. The contract is created using information from the initial request form, using your business rules and pre-approved clauses defined in the application. Once the contract is drawn up, it is then sent back to the original applicant; The second mechanism involves the use of authorized individuals to review and draft contracts. Generally, individuals who create digital contracts will start with a pre-approved electronic template as a starting point. From there, they have access to the clause library and can add relevant pre-approved clauses and reference the clause playbook based on need. The individual will then send the completed contract to the applicant. Both result in accurate and legally secure digital contracts and in many cases, the methods used are driven by business needs<sup>13</sup>.

Based on how digital contracts (*e-contracts*) occur, they are divided into several forms that have been widely done, namely<sup>14</sup>:

- a. Digital contracts (*e-contracts*) carried out through electronic mail communication (*e-mail*)

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<sup>13</sup> Rachmad Yusuf Augus Theo Riadi, dkk, "Legalitas Kontrak Elektronik Sebagai Alat Bukti Dalam Perspektif Hukum Perdata," hlm. 1465-1466.

<sup>14</sup> Mieke Komar Kantaarmadja, *Pengantar Kontrak Untuk Perdagangan Elektronik (E-Contract)*, Cyberlaw : Suatu Pengantar (Jakarta: Elips II, 2002), hlm. 2.

In this digital contract, offers and receipts are exchanged via electronic mail (*e-mail*) or in combination with other electronic communication providers.

- b. Digital contracts (*e-contracts*) carried out through *websites* and other online services.

In this form of contract, the offer is made through the website and the consumer accepts the offer by filling out the form contained in the website.

The forms of e-contracts are divided into four, including:

1. Contract by e-mail

That is, offers and receipts are made by e-mail or combined with other electronic communications. This means that e-mail contracts can be in the form of offers sent to everyone who is part of a mailing list, and all receipts and receipt notices sent by e-mail. And to get an e-mail address, you can do it by registering with a free e-mail service provider.

2. *Shrink-Wrap Contract*

The word *shrink-wrap* refers to the plastic that wraps around boxes of goods. So *Shrink-Wrap Contract* is a contract that is placed on the surface or in the wrapper of the goods box, which usually the party who has opened the box of goods is stated to have agreed to the terms and conditions contained in the contract.

3. *Browse-Wrap Contract*

It is a term used in Internet law to refer to a contract or license agreement that includes access to use of material on a website or downloadable product. In a browse-wrap agreement, the terms and conditions of use for the website or other products are downloadable in the website posting, usually as a hyperlink at the bottom of the screen.

4. *Click-Wrap Contract*

That is a contract in the form of software on a computer and approved by clicking the existing button. Usually in the form of "*I Agree*", "*I Accept*", and so on. This contract is usually often found when someone wants to install software, make purchases electronically, create or register a certain account, such as e-mail or social media accounts, and so on. For example, when someone wants to make buying and selling transactions of goods and services using online media in the form of applications, such as shoppe, pedia store, lazada, and so on. So, the first step when you want to become a user of the application must install it first, and for the next step is to create or register an account on the application, that's where it arises from the application which is

usually in the form of "By Registering, I agree to the terms and conditions", the terms and conditions of the application are commonly called *e-contract*<sup>15</sup>.

#### 4. Media Industry Digital Contract Practices in Indonesia

Following main headings should be provided in the manuscript while preparing. The separation between main headings, sub-headings and sub-sub headings should be numbered in the manuscript with following example:

Pikiran Rakyat Media Network (PRMN) has become one of the largest media industry ecosystems in Indonesia that has media partners (mediapreuner) and reporters or content creators (contentpreuner) spread throughout Indonesia. The cooperation they build always starts with the opening of job vacancies as media partners or PRMN content creators.

Furthermore, from the job vacancy selection process, those who are considered eligible will receive an email or WA message from PRMN management to then be invited to attend a zoom meeting with PRMN leaders. In the zoom meeting, PRMN management representatives will explain the business built by PRMN, work model, recurrence flow to income sharing.

PRMN is a national media that networks with various media in a number of cities/regencies in Indonesia. Since 2019, PRMN has emerged carrying the concept of a collaborative economy, then collaborating partners from various regions in Indonesia, building a digital media business with the main domain, namely pikiran-rakyat.com.

##### 4.1. Digital Contract Analysis of Media Industry in Indonesia

The working model offered by PRMN is a cooperation agreement between PRMN management, mediapreuner partners in various cities / regencies, and contentpreuners who create content in each media partner. The cooperation offered by PRMN is outlined in the digital work contract and signed by the 3 parties above.

The first party, PRMN, was signed by the Vice President of Media Network, the first party, namely the mediapreuner partner, signed by the editor-in-chief, the media partner, and the third party, the contentpreuner. Each contentpreuner partner always goes through a process of several stages to become a contentpreuner in one of the media partners. Starting with the opening of job vacancies, then prospective contentpreuners send biodata and portfolios, after passing the networking process, prospective contentpreuners will be contacted via email or WA to follow the socialization of the introduction of business systems and cooperation offered by PRMN.

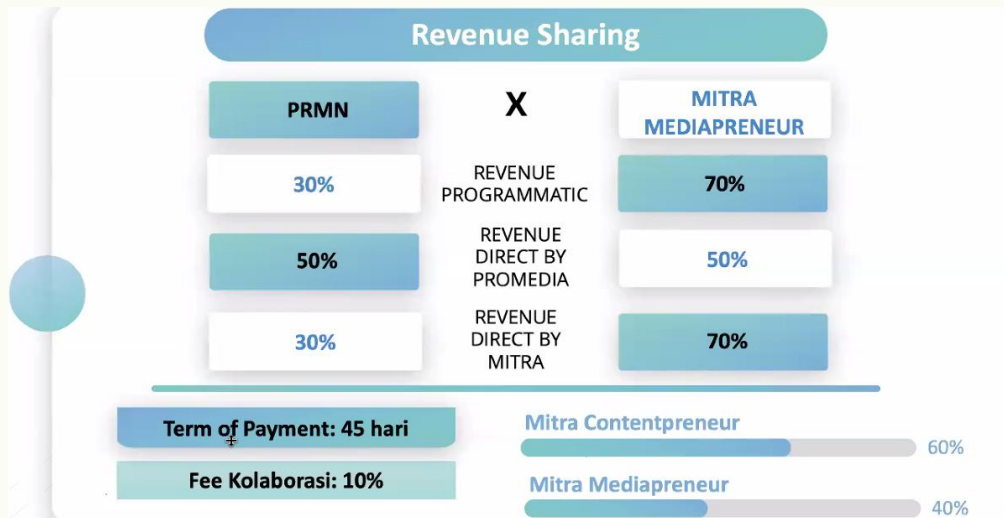
In the socialization, it was explained that the work system to be carried out by the parties is collaboration, the position of the parties is cooperation partners not employees. The explanation also goes so far as to elaborate on an income scheme based on profit sharing instead of salary. Furthermore, prospective contentpreuners are required by

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<sup>15</sup> M. Arsyad Sanusi, *Hukum Teknologi Dan Informasi* (Jakarta: Tim Kemas Buku, n.d.), hlm. 372-378.

management to follow and must pass a 6-day content creator training (12 times theory via Zoom and 10 times writing practice).

Here are the income schemes from the three parties:



Revenue will be calculated unanimously in a period of 1 month per domain media that has 3 types of revenue. First, programmatic revenue (based on advertising from Google), then the share is PRMN 30% and Media 70%. Second

The cooperation agreement consists of 12 articles, namely article 1 status and duties, article 2 the term of the cooperation agreement, article 3 remuneration, article 4 rights and obligations of the first party, article 5 rights and obligations of the second party, article 6 rights and obligations of third parties, article 7 evaluation / assessment, article 8 copyright, article 9 expiration of the cooperation agreement, Article 10 Disputes, Article 11 Miscellaneous and Article 12 Concluding.

Based on the digital contract document, below poin the obligations of the parties:

First Party	Second Party	Third Party
Together with the Second Party is also responsible for the content generated by the Third Party	Together with the First Party is responsible for the content generated by the Third Party	Complete content creation by following the Content Handbook (White Paper) commissioned by the Second Party
Provide Second Party and Third Party performance evaluation reports on a weekly and monthly basis	Provide Third Party performance evaluation reports on a weekly and monthly basis	To support the content creation process, Third Parties are required to provide their own supporting equipment
Provide media portal revenue reports to Second Parties and Third Parties on a monthly and timely basis	Pay Third Party fees in accordance with reports made by the First Party and on time	Comply with and perform any ordinances prescribed by the Second Party



Pay Third Party fees through the Second Party as agreed and on time	Provide written evidence of payment of fees for Third Parties to Parties First	
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The relationship between the first party, the second party and the third party in the digital contract above is an engagement originating from a cooperation agreement. In essence, the parties bind themselves to each other in a collective labor agreement. The first party as a party that manages online media technology, looks for advertisers, provides the main domain / sub domain, and provides contentpreneur HR training. The second party as a core team partner who manages sub-domain media, recruits prospective contentpreneurs and ensures that the media has good performance. Third parties as content creation partners in sub-domains and follow guidelines to the rja referred to as White Papers.

#### 4.2. Supporting Factors for the Enforceability of Digital Contracts in the Media Industry in Indonesia

From the search, the author found that there was a kind of change in legal culture from business people in building cooperation. Cooperation Agreements no longer have to use paper and wet signatures, but using digital-based text is also considered to have legal force. Interestingly, the parties who practice Digital Employment Contracts do not always come from those who are steeped in legal understanding.

The author has dug up contract legal knowledge from contentpreneurs with the question, is the digital cooperation agreement regulated in Law No. 19 of 2016 concerning Electronic Information and Transactions? More than 60% of interviewees said "Yes." Around 60% of the interviewees also believed that sanctions for parties who violate digital cooperation contracts are civil sanctions. Most of the interviewees knew that digital employment contracts are still an engagement action for the parties.

When the author asks, do they agree that sanctions for parties who violate digital cooperation contracts are fines? More than 50% of interviewees also agreed. Although, in fact, in the practice of PRMN digital contracts, there have never been legal issues between the parties involving sanctions in the form of fines.

It is also interesting that around 80% of interviewees considered that the regulations on stamped written agreements should also apply to digital cooperation contracts. Almost all of the speakers were of the view that the legal force of a digital employment contract is as binding as a stamped employment contract.

The author searches the sources and several respondents to uncover the strong reasons why contentpreneurs and mediapreneurs succeed in carrying out digital employment contract relationships without meeting in person, but believing in each other about their contracts.

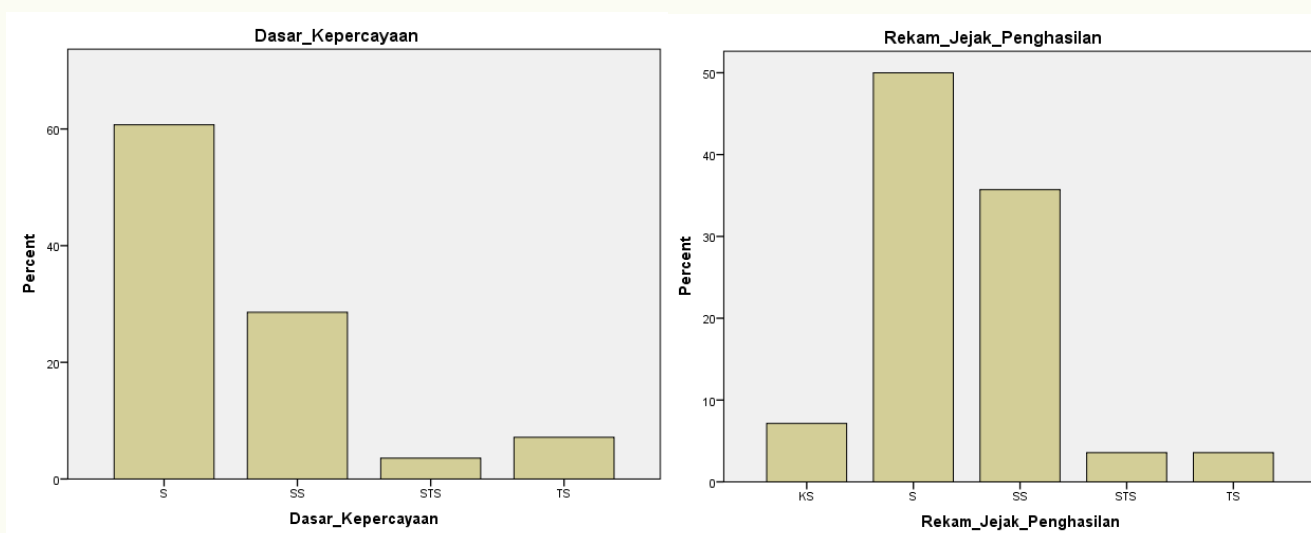
Based on interviews with interviewees, there are at least two factors that encourage parties to practice digital contracts, namely trust and a track record of earnings. These two

factors have a strong role in the success of the Pikiran Rakyat Media Network (PRMN) cooperation model through digital contracts.

The trust aspect includes mutual trust that the parties are able to carry out obligations so that each of the rights of the parties will also be fulfilled. According to DAS one of the chief editors, this aspect of trust also includes trust in the figures and experiences of media industry leaders who are organizers of digital work contracts.

L one of the other chief editors also confirmed that the figure of the leader and the work experience of each media leader are factors that make contentpreneurs confident to establish cooperation, even though the engagement between these parties is made in digital form.

The aspect of the track record of production is the second factor that makes the parties more confident in building cooperation in this digital form. The alliance eventually formed up to approximately 300 media portals under PRMN spread across Indonesia. In reality, the parties have the motivation to earn income from their cooperation. The data sourced from the interview above then the author strengthens it with a survey filled out by respondents.



cooperation agreement because they are interested in their income track record," 35.7% answered Strongly Agree, 50% answered Agree, 7.1% answered Disagree, 3.6% answered Disagree, and 3.6% answered Strongly Disagree.

From the author's search, respondents who have a good understanding of contract law become respondents who agree on cooperation on the basis of trust. At the same time, they are respondents who confirm that their track record of income is a factor in their mutual trust in running digital contracts.

## 5. Conclusion

The practice of digital contracts of work at PRMN is an agreement in the form of cooperation between 3 parties. The first party is PRMN as media technology regulator,

advertising manager and central industry. The second party is mediapreneur as the core media team in cities. Third parties, namely contentpreneurs as PRMN partner media content creators. Strong reasons that encourage parties to be able to organize and maintain digital employment contracts are the parties' trust and track record of income.

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