

Civil Law Protection against Misuse of Free for Personal Use License Copyright Works of a Font Design

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Abstract

Copyright is an exclusive right owned by a creator of a work and arises automatically based on the declarative principle after a work is realized in tangible form. Settlement of cases against license abuse can be done in two ways, namely by litigation (Court) and non-litigation (outside the Court). This study aims to determine the implementation of civil law protection and to determine the process of resolving civil cases against cases of misuse of free licenses for personal use of copyright works of a font design. The type of research used is the type of empirical juridical research and sociological juridical with a qualitative approach method that is descriptive and tends to use analysis because the focus of research is in accordance with the facts contained in the field. Based on the results of the research that the author obtained, the results of the settlement of the case were obtained by non-litigation and the settlement process was by arbitration with the help of a third party, namely an arbitrator. And Law Number 28 of 2014 concerning Copyright Article 113 paragraph (3) with further explanation contained in Article 40 paragraph (1) letter F as the main reference in legal protection against misuse of the free for personal use license."

Keyword: font design, copyright, civil law.

1. Introduction

According to Article 1 point 1 of Law Number 28 of 2014 concerning Copyright (UUHC), it is explained that "Copyright is the exclusive right of the creator that arises automatically based on the principle declarative after a creation is realized in tangible form without prejudice to restrictions in accordance with the provisions of laws and regulations." "Copyright is an exclusive right in several fields. Copyright is an intellectual property right owned by all creators of works in a particular field. Copyright rules are contained in Copyright Law Number 28 of 2014. The law also explains that copyright itself is divided into two rights, namely moral rights and economic rights, this is contained in articles 5 to article 9 of Law Number 28 of 2014 concerning Copyright. Copyright itself is part of intellectual property rights in the fields of art, science, literature and others."

In today's technological world, there are many advances that have sprung up in all aspects. One of them is the world of design. Many types can be deepened in a design, one of which is font design . One of the creations in the world of design technology that is increasingly engaged by many people today is font design . Because in addition to being able to hone skills, making font designs can also generate tremendous income, because a font designer trades services and also good sense unique, innovative and creative.

1. In the field of design there are many ways to be able to monetize the work produced, including by providing services (based on client request), there is the creation of digital works such as paintings on Generally by selling in online markets, and making design templates for other designer needs, or making design materials that will be used by the designer himself as well as society in general such as illustrations, fonts and so on.

But long before the birth of the world of technology, the term typeface was often confused with the term font. So long before the emergence of digital typography and desktop publishing, the two terms had different meanings, because they had different meanings and meanings than the exposure of the terms.

But as technology develops, more and more people commit crimes in various technological media. One action that cannot be justified at all even by law, namely plagiarism and misuse of a copyrighted work. Plagiarism is the act of following or copying someone's copyrighted work without the knowledge of the creator which is eventually disseminated to the media or even traded in the media or site commonly called Envato Market. While misuse of a copyrighted work is an act where someone deliberately misuses the product or license for personal or business interests or commercial.

2. In the world of font design itself, there are many parties who abuse the work of a font designer and arbitrarily used for personal and commercial purposes. The problem that often occurs is license abuse, where there are many companies that abuse the license of font design copyright works that should be licensed. It is used for personal gain but is misused into commercial interests. As there was a case where company X deliberately used a font licensed free for personal use but company X used the font license for the benefit of his company. Then the company must pay royalties according to the nominal that has been determined on each font license. And the case is resolved non-litigation or outside the Court, which is settled familiarly with legal assistance, namely the legal representatives of each party. It does not reflect a good citizen because his actions cannot be justified by law though. So a person who misuses the license must be subject to punishment in accordance with the provisions contained in Law Number 28 of 2014 concerning Copyright.

With rampant cases of license abuse, the government quickly made rules regarding the Copyright Law. The regulation is contained in Law Number 28 of 2014 concerning Copyright (UUHC) Article 113 paragraph (3):

"Any person who without rights and/or without permission of the Creator or Copyright holder violates the economic rights of the Creator as referred to in Article 9 paragraph (1) point a, letter b, letter e, and/ or letter g for Commercial Use shall be punished with a maximum imprisonment of 4 (four) years and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah)."

Further explanation can be found in Article 40 paragraph (1) letter F:

"Fine art works in all forms such as paintings, drawings, carvings, calligraphy, sculptures, sculptures , or collages."

3. The images referred to in the chapter are logos, diagrams, sketches, motifs, color elements and beautiful letterforms.¹

Actually, a font design has its own license. Here are some types of font licenses that need to be known:

1. Free for personal use, this type of license is only valid for personal needs and use and not for commercial purposes. This type of license is usually free of charge because the purpose is for personal use.

2. 100% free, this type of license is a font license that is very often used for personal and commercial purposes. This font license in its use is free to use for any purpose and the benefit of anyone or any party. Usually used to create designs such as posters, emblems and others.

3. Commercial or paid, fonts with this type of license can be found on various sites or Envato Market or commonly called font purchase sites. This type of font is different from other fonts, to get this font you have to buy it from the font creator and after the transaction is complete then the font becomes 100% owned. Buyers are free to use the font for commercial purposes. Because the font is only applicable for commercial purposes, it is rare for people to use the font for personal use and is usually used for commercial business purposes such as packaging brand, brand of a product and others.

4. Donationware, where the license is not numbered. When someone want to use the font, then with this type of font a user only needs to donate or donate part of the money to be able to use the font.

5. Demo, is a license that is almost the same as a free license for personal use and only provides one kind of normal type font design . And usually there will be information in each font folder in the form of terms of use of the font.

Font design itself has a relationship with Intellectual Property Rights. Therefore, font design relates to a copyrighted work where the work should be recognized and protected by Intellectual Property Rights.

"When talking about Intellectual Property Rights, the explanation of IPR itself consists of two categories, copyright and industrial property rights: Copyright is an exclusive right for the creator or copyright recipient to publish or duplicate his work or grant permission for his work without prejudice to the limitations under the rules and regulations that applies."

Appreciation of intellectual property rights in Indonesia is still very low, even the majority "consider intellectual property rights" very "not" important. However, it turns out that "intellectual property rights" are very useful for business actors with the aim of protecting them from unauthorized use of these rights or what is often referred to as abuse.

"The State of Indonesia has joined as a member "in the World Trade Organization (WTO)," so as a consequence "Indonesia" must "adjust" all "rules and regulations related to Intellectual Property Rights with the Trade Related Aspects of Intellectual Property Rights (TRIPs) standard as one of the proofs that Indonesia has "taken serious care in protecting" Intellectual Property Rights. In addition, the State of Indonesia itself "has an Intellectual Property Rights management institution, namely the Directorate General of Intellectual Property Rights (Ditjen HKI) under the Ministry of Law and Human Rights Man of the Republic of Indonesia.2""

"But the majority of designers feel lazy to register their copyrights with the state, which makes their copyrights not protected by the state and this causes fraud from some parties in the misuse of a copyrighted work."

The forms of marketing font design work are very diverse, some sell in the form of a template on social media, but the majority sell in the form of the web, the reason designers market on the web Because it is more effective and marketing is very broad and easy to access or reach by all circles and citizens in all corners of the world. Therefore, consumers of font design are not only from within the country but some from abroad.

In addition to a creator of a work must pay attention to consumer obligations, he must also pay attention to his obligations as a business actor. The need for mutual protection between business actors and consumers in order to create a safe business and with the aim of avoiding fraud that is fatal in the eyes of the law. Under consumer protection laws, entrepreneurs must have good intentions in doing business, and consumers must also have good intentions in purchasing goods and services.³

That is why the protection of the copyright work of a font design needs to be further enhanced in terms of its copyright rights, so that more and more parties do not abuse the copyrighted work. Also for

Anticipating individual mistakes from the creator of font design works due to legal negligence by blaming consumers and asking for their rights as business actors but not carrying out or fulfilling their obligations as a business actor.

2. Literature Review

Civil Law Protection Against Misused Free For Personal Use Licenses Indonesian law applies to all matters and has excellent purposes, including in terms of effectiveness, application and protection the law itself. With the implementation of an effective rule of law, a safe, peaceful and prosperous country will be created. "Legal protection is protection given to legal subjects in the form of instruments, both in terms of preventive and repressive, both oral and written. Therefore, any subject of law can raise objections or opinions with the aim of avoiding misunderstanding of the law."

"Legal Protection is an act or effort to protect society from arbitrary acts by rulers who are not in accordance with the rule of law, to establish order and peace thus enabling man to enjoy his dignity as a human being. (Setiono, 2004)"

Legal Protection is the protection of dignity and dignity, as well as recognition of human rights possessed by legal subjects based on the legal provisions of arbitrariness. (Philip M. Hadjon, 2015)

"Civil law protection is the protection of civil rights and all civil or personal rights possessed by a child or human being from the moment he is born on earth."

"When viewed from a philosophical basis, the legal protection of trade secret license agreements is based on rights theory and contract theory. Property rights theory is one of the theories about trade secret protection because trade secrets are one of the assets. According to John Locke, the existence of private property rights needs the role of the government to maintain property rights. "Contract theory is the most frequently used basis in legal proceedings involving trade secrets. In the Indonesian legal system that applies the principles of continental European law, it is accepted that contracts or agreements are generally a source of commitment (Article 1233 BW)."

"In terms of trade secret protection, there are no limiting provisions on the period for which trade secret protection applies. As long as the owner keeps it secret and makes efforts to protect its confidentiality, then as long as it applies legal protection. The owner of the trade secret has several rights. This right is regulated in Article 4 of Law Number 30 of 2000 concerning Trade Secrets which states as follows: 6"

1. Use its own trade secrets in its possession, and
2. Grant licenses to or prohibits others from using trade secrets or disclosing trade secrets to third parties for commercial purposes.

From the definition contained in the Trade Secret Law , there is a critical element to trade secrets. These critical elements include the following:

1. First element

A trade secret must be information, whether information in the field of technology, business such as customer lists, food and drink recipes,

2. Second element

A trade secret must have economic value that is useful in business activities.

3. Third element

Information must be maintained by the owner of a trade secret in a reasonable, appropriate, and proper manner.⁷

"The license agreement will provide legal protection for both parties so that neither party is harmed by doing justice in exercising their rights and obligations. The scope of rights and obligations in the license agreement must be clearly defined. Similarly, a trade secret may be shared with others for commercial purposes through a licensing agreement. The content of the license agreement is made based on the provisions of the applicable intellectual property rights and the structure of the agreement in accordance with the general provisions of the agreement as stipulated in BW.⁸"

"An agreement is an agreement made by two or more people regarding a particular matter, According to Article 1313 of the Civil Code, the definition of agreement itself is an act by which one or more binds himself against one or more others."

Meanwhile, according to Article 1320 of the Civil Code, there are 4 (four) conditions for the validity of an agreement, namely:

1. There is an agreement for those who bind themselves;
2. The ability of the parties to make an agreement;
3. A particular thing; and
4. A lawful cause (causa).

"In the license agreement, there will always be rights and obligations between the grantor and the licensee. The grantor and licensee are obliged to comply with the rights and obligations agreed in the agreement, because with the fulfillment of the rights and obligations in the agreement , the licensee can take economic advantage of someone else's creation while respecting the creator and copyright holder. The rights owned by the licensor are":

1. Receive royalties based on mutually agreed agreements

2. Working on patents yourself, unless otherwise agreed by the other party
3. Request cancellation of the license agreement if the licensee fails to properly execute the agreement.
1. "The obligation to research and ensure that the licensee can exercise the rights granted. The grantor must ensure that the grantor will exercise the rights granted."

2. Obligation to keep license fees in good condition. For example, knowledge licensors are required to maintain the accuracy and confidentiality of information relating to licensed knowledge.

3. Warranty. In some licensing agreements, licensors often include a "disclaimer". Subject to this provision, the licensor makes no warranty to the licensee, except expressly stated in the license agreement.

"In addition to having to pay attention to the rights and obligations of the licensor, there are also rights owned by the licensee, namely":

1. Execute the patent in accordance with the period specified in the agreement
2. Provide further licenses to third parties if agreed
3. Demand license cancellation if the license does not carry out the agreement properly
4. Obtain information relating to the licensed patent, required by the licensee to execute the granted license
5. Obtain expert assistance and training from licensors on how to utilize and or use the licensed patent, including technology transfer
6. Develop licensed patents
7. Request recording of license agreement
8. Pursue legal remedies for any infringement of licensed patents. Thereafter, the licensee is obliged to:
 1. Does not dispute the validity of the rights licensed
 2. Obligation not to perform competence
 3. Obligation to maintain confidentiality
 4. Obligation to maintain the quality of a product
 5. Obligation to meet and comply with the requirements of applicable laws and regulations.
 6. Obligation to pay royalties

"In the license agreement , there are references to rules and legal bases to be used as a reference in carrying out legal actions while adjusting the rules in the license agreement for the creation of a A safe, good and quality license agreement also does not harm both parties. The legal basis is as follows":

1. Law Number 28 of 2014 concerning Copyright;
2. Law Number 13 of 2016 concerning Patents;
3. Law Number 20 of 2016 concerning Brands and Geographical Indications;
4. Law Number 11 of 2020 concerning Job Creation; and
5. Government Regulation Number 36 of 2018 concerning Recording of Intellectual Property License Agreements.⁹

2.2 Font Design License

"A license is a permission granted by a trade secret rights holder to another party through an agreement based on the granting of rights (not a transfer of rights) to enjoy protection for a certain period of time and certain conditions.¹⁰ Therefore, in that sense, a license is the grant from the owner of a trade secret to a third party to know and using that trade secret. The license only permits the use of trade secrets for a certain period of time."

"According to KBBI, a license is a permit to transport merchandise, business, etc. or taxes that must be paid to obtain a license , especially about export-import."

"And based on Article 1 paragraph (13) of the Patent Law, what is meant by a license is a permit granted by a Patent Holder to another Party based on an agreement granting the right to enjoy economic benefits of a Patent that be given protection within a certain period of time and conditions."

"There are 5 types of licenses contained in the font design, namely free for personal use, 100% free, commercial or paid, donationware and demo. In fact, licensing is more than that, as new licenses will evolve depending on the font designer who signs the license agreement. The thing that must be emphasized is that we must constantly check the available notepad text files if they are located in the font folder that we have downloaded to know in more detail the extent to which we allowed to use those fonts."

The purpose of a license is generally the same, namely to protect the public and professional services. The specific purpose of the license is to:

1. Provide clarity on limits of authority
2. Establish facilities and infrastructure
3. Reassures customers

"As for the benefits of the license agreement is that at the same time, the profits obtained by the licensee will generally receive royalties in the amount previously agreed by the two the parties, i.e. between the licensor and the licensee."

"The granting of this license is carried out through a license agreement that is valid for a certain period of time and does not exceed the validity period of Copyright and Related Rights in accordance with Article 80 paragraph (2) Law Number 28 of 2014 concerning Copyright."

2.3 Font Design Copyright

"Copyright is the exclusive right of the creator that arises automatically based on the declarative principle after a work is realized in tangible form without prejudice to restrictions in accordance with the provisions laws and regulations. Related Rights are rights relating to Copyright which are exclusive rights to performers, phonogram producers, or broadcasters.¹¹"

The period of protection of creation is as follows :¹²

1. Copyright protection: Creator lifetime + 70 years.
2. Computer Program : 50 years since it was first published.
- 3 Perpetrator: 50 years since first performed.
4. Record Producer : 50 years since the creation was fictionalized.
5. Broadcaster : 20 years since it was first broadcast.

"In addition to copyright, other definitions also describe fonts, where fonts are is a copyrighted work of art. Of course, the obligation to use certain fonts is to make a more uniform look. Copyright protects a font file, but it does not protect "reverse engineering" (fonts are printed, then digitally recreated), so there are many "ripoff" fonts that cost cheap, but of poor quality. "Original " fonts with good quality generally cost upwards of \$50 (although some "original " fonts cost less). This difference in font quality is especially noticeable when the font is displayed on the screen (there is "hinting" information that tells the font renderer how to render the font at low resolution).¹³"

"There are many ways that must be done in making a font , starting from making the font itself from a technical point of view is not easy, because you have to prepare several things , Namely sketches and alphabets of aftercase letters and lowercase letters from A to Z, including other characters such as numbers and also dot symbols, commas, question marks and others."

"Fonts are something that is very useful for anyone, both for the designer himself and society in general. In an era that is increasingly advanced technology, all human activities on this earth always use the font itself, the font is useful for daily activities, such as reading , study, work, compile a thesis, even things that are never missed in everyday life are communication on a gadget or telecommunications. None of that would have happened without fonts."

"Being a font designer is not easy, that's why the advantages of being a font designer are so diverse, because the results are relatively dependent also on the effort that is always sacrificed. Just like making fonts is not an easy matter, starting from a matter of days, weeks or even months."

"Another advantage for font designers is that when a designer makes the font very well and attractively it will be used by a wide variety of applications. For example, Times New Roman, Calibri and others, so that these fonts are often used by people in any part of the world, both for the purposes of making documents and doctypes, and others."

"To become a font designer itself there are special flight hours because being a font designer is very invested in time, the presence of the profession because of interests and daily activities who are wrestled with. It's called investing time because there are many things to learn, starting from hand scratches,

Its application into software, to finishing, in fining there will be a special process for graphic designers, where in making the font while also making previews or images of quality, because it is an important stage or process in order to attract consumer interest. An example is the difference between fonts with serif types and fonts with sans serif types . Serif type fonts will usually look elegant and are often used for something luxury. While fonts with sans serif types are usually used for digital products, because they are clearer and when viewed from a digital point of view it is clearer. That is why if a student or student when given an assignment, be it a paper or final project or thesis, always use a font with a serif type namely Times New Roman, because the font form is easier to read so it does not make it difficult for users or readers. The most popular font software is fontlab, fontforge and others."

2.4 Civil Liability for Free For Pesonal Use Licenses Misused for Commercial Purposes

Article 11 of the Trade Secret Law states that trade secret rights holders or licensees can sue anyone who intentionally or without the right to commit acts as referred to in Article in the form of:

1. Claim for compensation and/or;
2. Termination of all acts as referred to in article 4.

Under the foregoing, trade secret holders have a monopoly or exclusive right. That is, he can use his own trade secrets and license others or prohibit anyone from using trade secrets or disclosing Trade Secrets to third parties for commercial purposes.¹⁴

"If there is fraud on the part of license users, let alone misusing arbitrarily, sanctions will be imposed in accordance with the rules contained in Article 82 paragraph (3) of Law No. 28 of 2014 that "The License Agreement shall not be a means of eliminating or expropriating all of the Creator's rights to his or her Work.""

Not only the issue of license abuse that must be accounted for, but also other fraud against the copyright of the font. As mentioned in Article 95 paragraph (1) which contains :

"Forms of disputes related to Copyright include, disputes in the form of unlawful acts, License agreements, disputes regarding rates in the withdrawal of rewards or Royalties. By " alternative dispute resolution" we mean the process of resolving disputes through mediation, negotiation, or conciliation."

Further sanctions to be given in accordance with Article 118 paragraph (1):

"Any person who intentionally and without rights violates economic rights as referred to in Article 25 paragraph (2) letter a, letter b, letter c, and/or letter d for Commercial Use shall be punished with a maximum imprisonment of 4 (four) years and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah)."

"As explained that everything that is against the law must be sanctioned and must be held accountable for its actions. Because unlawful acts (onrechtmatige daad) are a rule regulated in the field of civil law. The term onrechtmatigedaad in Dutch has the meaning used in Article 1365 Burgerlijk Wetboek (BW). Henceforth, the term Civil Code (KUHPerd.) will be used. in lieu of BW."

2.5 Indemnification against misuse of Free for Personal Use licenses used for commercial purposes

"In a license, there will always be rules regarding business policies, including information about the payment of compensation or royalties in accordance with the policies made by business actors when there are parties who deliberately misuse the copyrighted work or license. It is further explained in article 80 paragraph (5) of Law No. 28 of 2014 that the amount of royalties in the license agreement must be determined based on the prevailing practice and meet the elements justice."

"In font design licenses, the currency used from marketing the price of the font to the payment of damages or royalties is mostly denominated in dollars and euros. Because when there is legal fraud, be it misuse of font design copyright licenses or others, then payments or transactions are used as compensation Or royalties when there is fraud on the copyright of the font design are denominated in dollars. The purpose is to cover up the identity of the suspect. Because the dollar is an international currency , it can make suspects undetectable. Unless the alleged abuse and the designer are both Indonesians or Indonesian citizens, then the case can be resolved through legal channels by paying compensation or Royalties use rupiah currency according to the agreement of both parties."

In a market, both import and export, both online and offline, the majority of transactions use dollars or euros. Because both are International currencies. But there are also markets that use rupiah currency, it can be different because each market has different rules.

"The settlement of cases regarding license abuse can be resolved with two events, namely litigation and non-litigation. Settlement through litigation is by filing a lawsuit to the commercial court or district court that is formal in nature to claim compensation. In addition, trade secret violators may also be subject to criminal sanctions if they do not comply with the provisions of Article 17 paragraph (1) of the Trade Secret Law . The second way that can be done for cases of license abuse can be resolved in a non-litigation manner, where the case is resolved by family means involving legal representatives of both parties and pay royalties or compensation according to the provisions stated in the license or according to the agreement of both parties. The settlement is usually carried out in various ways, namely negotiation, mediation, conciliation or legal assessment or arbitration to related parties in accordance with their respective professions and authorities.¹⁵"

3.1 Commercial License Application Process

According to Article 1 number 20 of Law Number 28 of 2014 concerning "License is written permission given by a Copyright Holder or Related Rights Owner to another party to exercise economic rights to his Work or Related Rights products with certain conditions."

According to Article 1 number 11 of Law Number 13 of 2016 concerning

Patents (Patent Law): "License is permission granted by the Patent Holder, whether exclusive or non-exclusive , to the licensee based on a written agreement to use the remaining Patent protected within certain periods and conditions."

"The license is granted based on a written agreement between the licensor (intellectual property owner) and the licensee. If the license agreement is written in a foreign language, it must be translated into Indonesian."

The recording of the license agreement is carried out against:

2. Patents;
3. Brand;
4. Industrial Design
5. Integrated Circuit Layout Design; and

6. Trade Secrets.

"The license application process is carried out by submitting an application for recording a license agreement in writing in Indonesian to the Minister, which can be done through electronic media or nonelectronic. If the licensor and/or licensee resides or has permanent domicile outside the territory of Indonesia or is a foreign national (WNA), the application for license registration must be submitted through power."

The application must attach the following documents:

1. Copy of license agreement;
2. Official citation of patent certificate, trademark certificate, industrial design certificate, integrated circuit layout design certificate, proof of ownership of the work or related rights , or proof of possession of licensed and valid trade secrets;
3. Power of attorney, if the application is submitted through a power of attorney; and
4. Proof of payment of fees.¹⁶

"Broadly speaking, the license of every digital work spread on the internet already has a written or unwritten license, basically not all designer works can be used Arbitrary by anyone, including when someone knows the designer personally it does not make anyone free to use the designer's work, especially for commercial needs, because every.

The platform has its own rules for media uploaded on its site, for example when someone's work is entered on Facebook and other platforms it is written that one cannot carelessly store media uploaded by others."

"Understanding font licensing is very important because it creates a very viable design business. However, the public should be aware of the greatest danger in determining whether the selected font is fully licensed for its intended use. That's why it's important to check every license type found and understand the font license requirements.so that we all know that the font license is eligible to be used or not."

"So far, for licenses that are specifically intended for digital work sales sites, the license feature has not been very effective, only limited between buyers and sellers. For example , when someone buys a work, there will be a choice of licenses, whether for personal, corporate, commercial and other needs . The difference is the price of each need itself. On the other hand, when a designer's work is stolen and the designer tries to claim that the design is his, the site will ask for a DMCA or simply a document authenticity or just like IPR itself. Most designers will leave that alone because counting the number of their works, it can be difficult to list all their works in writing."

"However, as for the licensing issue itself, so far the license only protects its use to any extent, not to protect any secrets , because of what designers sell On the internet everyone can know how we make it, all they can see is the best way to do it."

"The importance of licensing a business product is so that it can be protected and received special supervision because there was written evidence of the commercial license permit. And so that products or services have standards, certificates, and/or licenses to be produced or traded."

"With that, designers must adjust the production standards applied by relevant agencies to monitor the product and compete with other products. The main legal basis for a business license is the Government Regulation of the Republic of Indonesia Number 24 of 2018 concerning Electronic Integrated Business Licensing Services. The first article on PP provides various definitions related to business licensing. Therefore , if you are interested in business licenses, commercial licenses and others, you must first study Government Regulation Number 24 of 2018."

Related to IPR regulations , IPR can actually facilitate and protect designer licenses for misuse by irresponsible parties and can affect the business field design. But this is not efficient enough to be done completely, only a few fields are effective and so far only font design has proven its efficiency.

According to several literature and sources that the author has successfully compiled, so far the regulations for the field of font design in Indonesia are quite good, including IPR registration is quite easy, and when there are Cases that need to be resolved legally are fair enough for both parties. But the criticism is more to the Indonesian people who need more literacy about their rights and obligations in the field of design and other fields such as digital and physical.

3.2 Misuse of Free For Personal Use License

"Licensing by trade secret owners is one way to develop a company's business. Licensing means giving permission by the owner of a trade secret to the licensee to use its trade secret for commercial purposes. The granting of a license by the owner of a trade secret is usually stated in a contract or commonly called a license agreement. The contract as a basis for determining future business development steps contains the rights and obligations of the parties which are usually realized and the form of a standard contract. Even if embodied in contractual form, the license agreement must still be subject to trade secret provisions.¹⁷"

"Due to the urgency of information related to business activities in the industrial and commercial sectors, business actors consider that the information must be kept confidential. In the context of the emergence of trade secret protection through the intellectual property rights (IPR) protection system.¹⁸"

"Misuse of free for personal use licenses is commercial abuse. This is called fatal and can harm the creator of the work because the license will be used for commercial purposes and will be used for business again as well as for the Distribute it to many parties that cause a large number of visitors who can make more profits to the abuser. Especially if the type of use is for a national reach and with the purpose of corporate-based use, then the price must be adjusted to the benefits that will be obtained by the party company or consumer.

3. Results And Discussion

Legal Protection License *Free For Personal Use* Copyright Works A Font Design

"Intellectual property rights (IPR) occupy an important position as part of company assets and are a very important type of asset to protect. In addition, because the position of IPR tends to overlap with legal issues such as non-compliance with licenses, trademark disputes, and commercialization of IPR that is misused by state jurisdictional boundaries, in IPR disputes there is a possibility that it will cross jurisdictional boundaries."

"Given the vast jurisdiction of IPR and the scope of very complex issues, of course other bodies are needed to facilitate alternative dispute resolution, especially in the field of IPR. So since 2011 the Intellectual Property Rights Mediation Arbitration Board (BAMHKI) was formed."

Fonts are quite expensive works of art, because when viewed in terms of time efficiency, it takes many stages to make the font itself. Starting from sketches then making *vector* designs then new *fontlab* or *generic* as fonts so that they can be typed like fonts in general, then the last stage will be made a *preview* design or demonstration. In addition, when viewed technically, the creation of font designs is more complex than other designs. But this is not a problem for the font designer itself, because technicalities can be learned in theory, but the designer's ethics are the most important thing so that plagiarism does not occur. Because the case in the world of font design is not only a matter of misuse of licenses, but as fellow designers as well There is very tight competition that often causes elbows between one designer and another designer with plagiarism of a designer's work.

Being a font designer is not easy because the benefits obtained are quite objective with the work produced, where designers can get *passive income*, because they can produce quite a lot of material as the font designer is oriented to the product. But it will not always go according to plan. Because the income will be balanced with the work produced, that's why when the product is bought, the designer can get a profit in accordance with his work and the income received is fluctuating. Likewise, it will continue to flow as long as the company still exists and many consumers are in need. Especially if a designer already has a lot of assets from the font design work itself, be it hundreds or thousands of fonts, then the work will be even lighter and the profits can be more *passive income* and experience inflation for the design business. That way it does not apply to designers who are just starting their careers and works. Remembering everything in life including making a work is not easy and all big things start small first.

With regard to a work, the creator of a work or font designer must have good and effective legal protection. So as to minimize crime and fraud that occurs.

According to several designers the author met, legal protection, both in terms of plagiarism of other people's works and misuse of licenses, is actually very easy, because what is difficult is to make people aware that every work that exists anywhere must have an owner.

As one example when the author asked the source (founder of Letterhend Studio) on May 18, 2022. He explained that in social media there will be a symbol in the shape (©). Where the symbol has more than proved that the work has an owner and cannot be used casually, so if you want to use the work you must ask permission from the owner or creator of the work. Because the *copyright* symbol already shows the designer's property rights and if violated, there will still be sanctions and fines and nominal that must be paid as compensation, because it is clearly written who the owner is.

Another important thing that must be considered is that it must be socialized by legal practitioners to *agencies* or companies using fonts and socialized to the wider community. Therefore, it will minimize crime on social media, be it in the form of misuse of licenses in an online selling market or other things that can harm the creator of the work. In addition, given the bad habits of people who always do not want to know the process and do not want to wait, so that the nature of "*instant gratification*" arises or wants to get results quickly, this results in low academic and social competence because it is proven to be positively correlated. So if this happens and is done by anyone, then anyone who is not responsible must be punished with appropriate punishment in accordance with applicable rules. With the aim that the law runs as it should. Apart from this, it also makes the wider community aware to pay more attention to the rights and obligations of everyone, including their profession.

As the form of unlawful acts is not only criminal and verbal crimes, but there are also other crimes, namely social media crimes or often referred to as "*cyber crimes*". Where the unlawful act committed is to use the internet based on the sophistication of computer technology and telecommunications. (Teguh, 2006)

Examples are as follows:

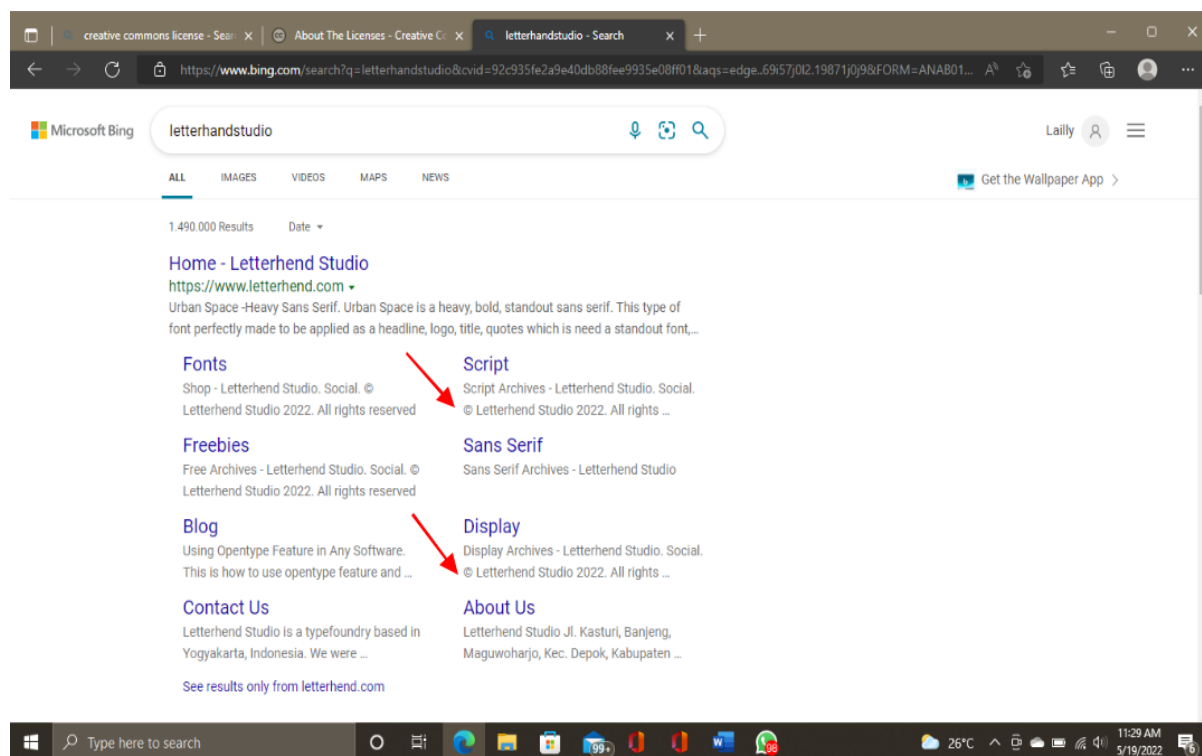


Figure 4.1 Proof of Copyright Symbol

After the author conducted research to Letterhend Studio, mentioned that the effectiveness of regulations in font design protection so far there is no written evidence, because it has not registered the font design itself. Why is that? Because the business is not in the form of a PT or CV, because his work is sold in a market whose form of marketing and business form is online and sales are only on foreign platforms or websites. So with that the designer has no plans to legalize the business.

Regarding legal protection, the facility must still have a *lawyer* or legal representative to deal with large companies so as not to be cornered when the legal process occurs. Not only font design, but any digital work must and needs more detailed regulations for its protection. Because when the company buys a license, without being asked, the designer will provide an *invoice* or proof of payment or pdf document for them to pocket the license or permit.

4.2 Civil Settlement of License Misuse Cases

Free for personal use used for commercial purposes

Non-Litigation

"Business actors certainly want a faster and more integrated resolution of cases, especially in civil disputes such as IPR permits or licenses, franchise contracts, franchise agreements, intellectual wealth transfers and other cases."

There are many ways to resolve every civil case, both litigation and non-litigation. Litigation settlement is carried out directly in the Commercial Court, while non-litigation case settlement is settled outside the court. One way commonly used to resolve legal cases outside the court or non-litigation is to use arbitration. Likewise, the settlement of cases of misuse of *free licenses for personal use* for commercial purposes uses arbitration.

"As fonts relate to brands, there are legal remedies that can be taken by one party if they feel aggrieved by the existence of a trademark license agreement, including alternative dispute resolution stipulated in Article 84 of Law Number 15 of 2001 concerning Trademarks which states that parties can resolve disputes through arbitration or alternative dispute resolution. In addition to the Trademark Law, alternative dispute resolution is more specifically regulated in Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution."

"Arbitration is the best option for a final and binding award, but it can be resolved quickly. Any type of dispute resolved by arbitration must meet the conditions agreed upon by both parties to the dispute in order to be resolved by arbitration."

"The sanctions imposed on the defendant may be in the form of financial compensation, suspension of all procedures relating to the use of the mark, imprisonment and fines. It depends on the level of negligence of the perpetrator himself."

"In Law No. 30 of 1999, there is an understanding of Arbitration, which is a way of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the parties to the dispute. The third party in question is commonly referred to as arbitrator. The arbitrator as a third party who arbitrates carries out his duties and resolves disputes by rendering an award. The arbitrator is the party responsible for handling business disputes, therefore the resolution of any dispute through arbitration is a real step towards peace including the development of the times and technology that is increasingly fast and advanced also makes the implementation of arbitration easier and faster. And it is possible to conduct arbitration proceedings online. Online arbitration dispute resolution efforts have begun to be known and applied in developed countries such as America, the United Kingdom, Canada and several countries in Europe. And in Indonesia itself, there is actually a way to carry out arbitration online contained in Article 31 paragraph (1) of Law Number 30 of 1999. Based on this article, the parties may determine for themselves the form of proceedings in the arbitration proceedings, including by conducting arbitration online using internet means. Then, according to Article 4 paragraph (3) of Law Number 30 Year

1999 Dispute resolution by arbitration occurs in the form of exchange of letters, then the delivery in the form of telegram, facsimile, e-mail, or in other forms of communication, must be accompanied by a note of acceptance by the parties. In this case, problems arise about the authenticity of the documents sent and used in the event.

Because with the advancement of technology as it is today, piracy, change and deletion of documents has become very easy and fast to do. ¹⁹"

As the author has conducted research with the type of approach used is a qualitative approach method that is descriptive and tends to use analysis. Where the process and its meaning are highlighted in this study. All data is obtained by interviewing designers, so that the focus of research is in accordance with accurate facts as it happens in the field. The author conducted the interview on Tuesday, May 17, 2022 to Thursday, May 19, 2022. The interview process is carried out periodically, starting with contacting the font designer's contact, after getting permission to conduct an interview, the author provides an attachment of evidence in the form of a thesis research decree (Letter) that has been determined and given by the Faculty of Law, Ibn Khaldun University, Bogor on February 22, 2022 after conducting a thesis research proposal seminar with the SK number:

155/F.3/FH/UIKA/2021.

The condition of the long distance between Sukabumi and Yogyakarta made the research quite uncontrollable. Therefore, interviews are carried out by means of virtual communication or online through the whatsapp application, because the designer can only conduct interviews through telecommunication media WhatsApp. Where the author gave several questions related to this study and the font designer answered them in the form of voice *messages (voice notes)* with a duration of 17 minutes 3 seconds. The answer was given on Thursday, May 19, 2022 at 10:33 WIB. All the author's information is very detailed and quite perfect.

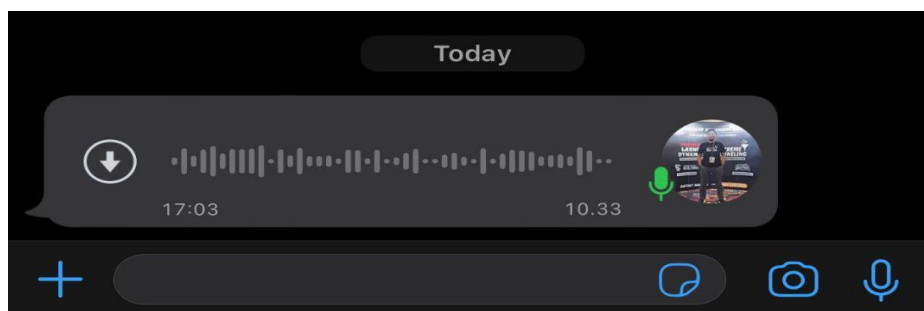


Figure 4.2 Voice Mail Screenshot (Source: WhatsApp)

The author conducted research on one font designer who already has a lot of experience in the world of font design and has had a lot of experience in handling cases of misuse of font design licenses because of the many parties who abuse font design licenses against the font designer.

Letterhend Studio is a member of the Indonesia Font Designers Association. Letterhend Studio already has a Decree of the Minister of Law and Human Rights of the Republic of Indonesia with Number: **AHU-0000261. AH.01.07.Year 2020**. Letterhend Studio was founded in 2016 and has created many high-quality fonts and graphic assets. Letterhend Studio is a *typefoundry-based* in Yogyakarta Indonesia which has its full address at Jl. Kasturi, Banjeng, Maguwoharjo, Depok District, Sleman Regency, Special Region of Yogyakarta 55281.

AP is the founder of Letterhend Studio. He has many employees who assist in the creation of designs including in marketing the font on a platform.

Letterhend Studio is not in the form of a PT or CV because its work is sold in a market whose form of marketing and business form is online and sales are only on overseas platforms or websites., so with that the designer has no plans to legalize the business.

Speaking of licenses, each website has its own licensing rules and will differ from one another. Letterhend Studio has a wide range of licenses to protect these font designs. The following are the various licenses owned by Letterhend Studio:

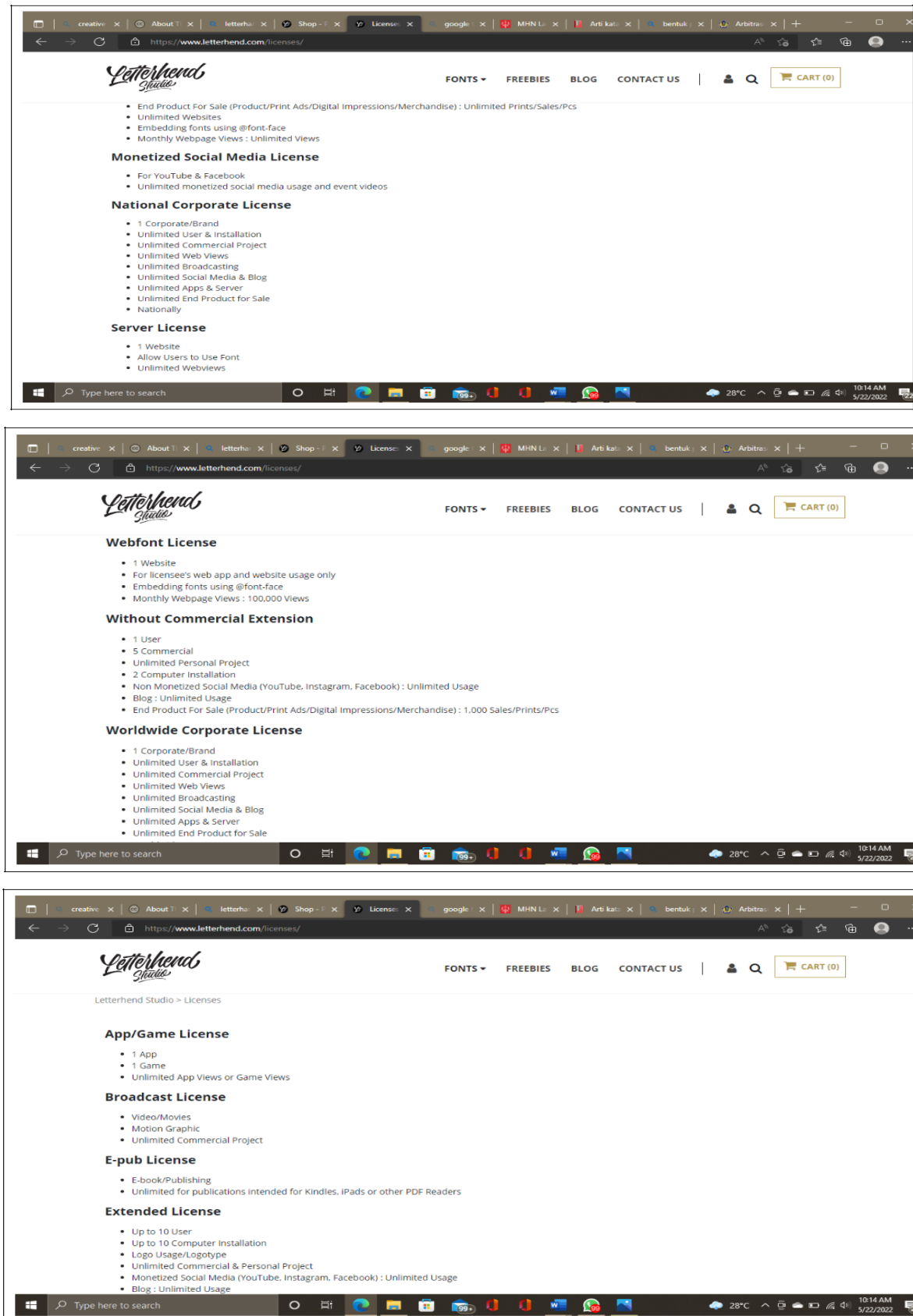


Figure 4.3 Letterhend Studio License

(Source: www.letterhend.com)

So the total number of licenses owned by Letterhend Studio is as many as 10 licenses which if briefly mentioned are as follows:

1. *App / Game License*
2. *Broadcast License*
3. *E-pub License*
4. *Extended License*
5. *Monetized Social Media License*
6. *National Corporate License*
7. *Server License*
8. *Webfont License*
9. *Without Commercial Extension*
10. *Worldwide Corporate License*

According to the AP, font designers often create fonts with *demo* licenses or can only be used for *personal use*. While the majority of consumers buy fonts with *full version licenses* but fonts with *personal use* licenses are also misused. The purchase of the *full version* is only a formality in order to be able to use the license other than that. Therefore, there is still a lack of awareness of *copyright* so that it is the cause of misuse of the license.

The agency or company always has an *agency* or third party that is responsible. So with that there is one lawyer who is a member of PDHI (Indonesian Font Designers Association). Its nature is to help the font designers to sue their rights if there is any misuse of the license. Where the settlement process is familial or non-litigation, with the stage that the lawyer sends a summons to the company in order to notify that the type of font made by the designer of Letterhend Studio has been used for commercial purposes with various kinds of evidence and the nominal fine or compensation itself. Then after an agreement between the two parties, the company is required to pay a fine with a predetermined nominal, even though the fine can actually be negotiated.

That is why misuse of licenses for commercial purposes must be penalized, because the font will be used for business again and distributed to many parties. Therefore, compensation is also adjusted to the price where the purpose depends on the use of the font. Especially if it will be used for the benefit of social media, it will cause a large number of *visitors* which causes prices to rise as well. Especially if the type of use is for a national reach and with the purpose of corporate-based use, then the price must be adjusted to the benefits that will be obtained by the company or consumers.

For compensation or royalties themselves do not have to be in dollars or euros, it can be adjusted depending on the domicile of the license abuser. If the related party is a local consumer, then compensation or royalty payments are allowed to use rupiah currency. However, even though paying is based on rupiah, the standard price used still refers to the standard marketing price listed on the platform and world market prices, namely based on dollars or euros.

For cases of misuse of this license, the majority are not resolved at the green table. Because it will take too much time and energy and will cost a lot of money.

There is one quite interesting case of misuse of *free for personal use licenses*, namely where one of the well-known companies in Indonesia, which is one of the tea processing companies, misused the license for commercial purposes.

Speaking of rights and obligations, company x asked not to be named the company, considering that the case was over and worried about causing reduced consumers in purchasing products to the company aforementioned. The company also has the right to be hidden as in order to maintain the dignity and good name of the company.

In such cases, the company is inconsistent in carrying out its obligations. Where company x has not purchased a font license to Letterhend Studio which is a full version.

After that, Letterhend Studio received a report from one of Letterhend Studio's employees that the font was misused by company x. The evidence is in the form of photos of packaged products obtained in supermarkets. Where company x has not obtained a license or commercial license from Letterhend Studio but has used the font for its commercial or business purposes.

After obtaining this evidence, Letterhend Studio took quick and firm steps together with the *agency* or legal representative from Letterhend Studio to follow up the case as there had been abuse of license purchases because the font was used for business purposes again and distributed to many parties.

The case is resolved by familial means or in law is called arbitration. Because Letterhend Studio is incorporated into PDHI (Indonesian Font Design Association), Letterhend Studio has legal representation under the auspices of PDHI. The lawyer is one of the legal aid institutions called MHN LAW FIRM. Because Mohammad Hariadi Nasution & Rekan are well versed in Indonesian laws and regulations, they have many relationships with Indonesian Courts and Arbitrations, Curators, Industrial Relations Courts, Foreign Investment Boards, Case Investigations, Tax Lawyers, Intellectual Property Rights, Indonesian Notaries and other Indonesian Legal Institutions. With 7 Partners, 28 members Association and 14 Para Legal. More than that also Mohammad Hariadi Nasution & Partners, Law Firm provides specialized legal assistance to clients throughout Indonesia, both when facing cases inside and outside the court.

The next action is for the legal representative to provide a subpoena in the form of a written letter in an envelope in which the letter contains information containing orders or reprimands and written demands that are clearly described and sent to the address of company x. As the subpoena is intended in the context of notification to company x that there has been abuse committed by company x which caused losses to Letterhend Studio. In addition, it also informs company x that the party has been inconsistent in carrying out its duties and obligations.

The subpoena was granted on August 8, 2021. Not long after the date of the subpoena, company x admitted its mistake and apologized a few days after being given notice of misuse of the license, and at the same time, both parties with a third party, an arbitrator from MHN Law Firm (Mohammad Hariadi Nasution) settled the case out of court or non-litigation on August 17, 2021.

After a mutual agreement is made between the two parties, Letterhend Studio determines a number of compensation or royalties of Rp. 50,000,000, - with reasons and evidence where the font license should be used for commercial purposes and paid at the appropriate price. Therefore, company x undertakes to pay compensation in the amount of the nominal mentioned and payment is made by transfer to Letterhend Studio on August 17, 2021.

After deliberation, consensus between the two parties and has Paid compensation to Letterhend Studio, then Letterhend Studio gives license permission for the use of the font, so that company x has been determined and given permission to pocket and use the font license legally. Because the agreement is done consciously and without coercion from any party. That way, permission to use fonts on the brand has been obtained by company x from Letterhend Studio. Likewise, if company x is free to use other fonts because the purchase of licenses is not only for the font, but it is *already full version*.

The license is valid forever and if the period has expired, company x does not have to renew the license because the license is valid forever.

4. Conclusion

Based on the research that has been described, the author can provide the following conclusions:

1. "In font design business activities, it is strictly forbidden to abuse certain licenses for commercial purposes and must make an agreement first, because if you do not make an agreement in advance, it will cause the rule of law to be violated either intentionally or unintentionally. In accordance with the times and the

development of technology, there are several legal protections related to *free licenses for personal use* which include the following":

a. *Copyright symbol* as a sign or warning for everyone. The symbol (©) is a symbol that refers to *copyright*, which means copyright that describes where the work has an owner.

b. Law Number 28 of 2014 concerning Copyright (UUHC) Article 113 paragraph (3) with further explanation contained in Article 40 paragraph

(1) F as the main reference in legal protection against misuse of the license.

c. The main facility for every designer is to have a *lawyer* or legal representative to help the legal process run well when getting cases with large companies so as not to be cornered when the legal process occurs.

2. Civil lawsuits against misuse of *free for personal use* licenses can be resolved in two ways:

a. First, it can be resolved by Litigation (Court) where the case can be resolved in the Commercial Court and District Court as a formal judicial institution.

Second, it can be resolved by Non-Litigation (outside the Court) in accordance with the rules contained in Article 84 of the Law on Trademarks Year 2001 where the process of resolving the case is carried out by means of consultation, mediation, negotiation, conciliation, and arbitration.

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