
Reassessing the Legal Protection of Independent Music Copyrights in the Age of Digital Aggregators

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ABSTRACT: The growth of digital music distribution has encouraged independent musicians to publish their works through aggregator services. Although aggregators offer broad access to global markets, the legal protection of copyright for independent musicians remains problematic. This study aims to examine the extent of copyright protection for independent music works under Indonesian law when published through aggregators. Using a normative legal approach and descriptive-analytical method, the research explores Law Number 28 of 2014 on Copyright, digital contract issues, literature, and case studies. The findings reveal significant gaps in the protection of both economic and moral rights due to unequal bargaining power and lack of regulatory oversight for foreign aggregators. Furthermore, the absence of specific regulations regarding digital contracts via aggregators contributes to the legal imbalance between musicians and digital platforms. Therefore, harmonization of digital copyright law is necessary, emphasizing the principle of fair contracts and enhancing legal literacy among independent music creators.

KEYWORDS: Copyright, Independent Music, Aggregator, Digital Contracts, Legal Protection

INTRODUCTION

The transformation of the global music industry over the past two decades has been inseparable from the rapid advancement of digital technology. This evolution has fundamentally altered the ways in which music is produced, distributed, and consumed worldwide. Amid this wave of digitalization, a notable phenomenon has emerged: the rise of independent musicians publishing their works through digital aggregator platforms. Aggregators such as DistroKid, TuneCore, CD Baby, and ReverbNation have become essential intermediaries between creators and distribution platforms like Spotify, Apple Music, and YouTube Music. These aggregators allow independent musicians to upload and globally distribute their content without relying on traditional record labels. This distribution model offers several advantages in terms of efficiency, accessibility, and control over creative output. However, it simultaneously raises new legal challenges—particularly concerning copyright protection for musicians who often lack adequate knowledge of digital contracts and intellectual property systems.

In Indonesia, copyright protection is governed by Law No. 28 of 2014 on Copyright, which grants creators exclusive moral and economic rights over the use of their works. Nevertheless, this law has not kept pace with cross-border digital distribution practices involving foreign platforms. While Article 9 of the Copyright Law recognizes exclusive rights for reproduction, distribution, and public communication, in practice, these rights are frequently undermined when musicians enter into contracts that relinquish most of their economic rights to aggregators (Nasution 2021).

This weakness is further exacerbated by the absence of specific regulations addressing digital contracts between musicians and aggregators. Neither government regulations nor technical guidelines from the Ministry of Law and Human Rights currently provide a framework for such agreements. As more local musicians opt for independent distribution channels, the need for legal protection in the digital sphere becomes increasingly urgent. A study by Lestari (2022) reveals that most musicians in Indonesia lack sufficient understanding of contractual terms, especially those concerning rights transfers, royalty arrangements, and dispute resolution jurisdictions. Beyond contractual issues, another significant challenge lies in the diversity of copyright protection standards across countries. Given that most aggregators are domiciled abroad, resolving disputes becomes legally and financially complex. In many cases, contracts stipulate that disputes must be resolved in the aggregator's home country, creating significant barriers for Indonesian musicians in terms of cost, procedures, and access to justice. Wibowo (2023) notes that foreign jurisdictions are often used

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hegemonically in digital contracts, weakening local musicians' legal standing.

Low levels of legal literacy among musicians further compound the problem. A lack of awareness about intellectual property rights and digital contract mechanisms makes independent creators vulnerable to exploitation. In some cases, musicians are unaware that they have permanently transferred all rights to their songs to aggregators (Putri 2021). Limited legal understanding becomes a major obstacle for creators seeking to assert their moral and economic rights. In this context, Collective Management Organizations (CMOs) could play a vital role in supporting independent musicians. However, the current role of CMOs in Indonesia is primarily focused on collecting and distributing royalties from public performances, rather than facilitating fair digital contracting. Hakim (2022) recommends that the government expand the mandate of CMOs to include legal education, contract negotiation support, and digital distribution monitoring.

The urgency of this study is reinforced by the increasing volume of Indonesian music being published through digital aggregators. While this model will continue to thrive in the digital economy, legal protection mechanisms have not evolved at the same pace as industry practices. Legal reform must move beyond a purely formalistic approach and embrace principles of contractual fairness and balanced interests between creators and distributors. This research aims to address the current legal vacuum by exploring two key questions: first, how is copyright protection for independent music works implemented under Indonesian law in the context of aggregator-based distribution? Second, what normative challenges and solutions can be applied to strengthen the legal position of independent musicians? Employing a normative legal methodology and systematic regulatory analysis, this study seeks to contribute to the development of a responsive national legal framework suited to the realities of music distribution in the digital era.

RESEARCH METHODS

This research is normative legal research using statutory and conceptual approaches. Data were collected through a literature study of legislation, aggregator contracts, and relevant legal documents. The analytical method employed is descriptive-analytical, focusing on the elaboration of legal norms and their application in the context of digital music. The study emphasizes a systematic analysis of the legal framework governing the distribution of digital music. The legal instruments analyzed include aspects of copyright, electronic contracts, and cross-border jurisdiction. The interpretation of legal norms is conducted by taking into account the evolving practices of the digital music industry and global trends in the protection of intellectual property rights. The assessment focuses on the alignment between national legal norms and the actual needs for protecting independently produced musical works.

RESULT AND DISCUSSION

A. The Characteristics and Functions of Digital Aggregators in the Distribution of Music

Digital aggregators have emerged as key actors in the global music distribution ecosystem. They serve as intermediaries between songwriters—particularly independent musicians—and various digital music service platforms such as Spotify, Apple Music, Deezer, and YouTube Music. The core function of aggregators is to facilitate the distribution of musical works across multiple platforms simultaneously, enabling musicians to bypass the need to negotiate with each service provider individually. Additionally, aggregators often offer features such as royalty reporting, metadata management, and, in some cases, Digital Rights Management (DRM) technologies.

The legal relationship between musicians and aggregators is typically established through digital contracts. These agreements are often standardized and non-negotiable, limiting musicians' ability to amend unfavorable terms. In many instances, contracts provided by foreign aggregators are governed not by Indonesian law but by the jurisdiction where the aggregator is domiciled. This creates significant legal barriers for local musicians who may lack access to cross-border legal assistance or in-depth knowledge of foreign legal systems (Setiawan 2021). A fundamental legal issue arises from the absence of specific regulations within Indonesian law that govern the status and obligations of aggregators in the digital music industry. No existing statute or government regulation explicitly defines the legal standing of aggregators, resulting in a normative vacuum that leads to legal uncertainty—particularly regarding copyright protection and contractual clarity between parties. This legal void becomes even more pronounced in cases of disputes or violations, where no national legal framework exists to serve as a normative reference.

Contracts between musicians and aggregators are generally asymmetrical in nature. Aggregators hold greater power in determining contractual terms, including contract duration, royalty percentages, and dispute resolution jurisdictions. This imbalance is compounded when independent musicians lack legal literacy or representation during the agreement process. Such asymmetrical relationships place musicians at a legal disadvantage, making them vulnerable to the loss of both economic and moral rights over their creations (Suryani 2022). On a technical level, many aggregators use automated systems to upload and distribute music across platforms. While this streamlines the distribution process, it also opens the door to potential abuse. In certain cases, third parties have uploaded musical works they do not own, without undergoing adequate copyright verification procedures. This indicates that

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aggregator systems still suffer from weaknesses in ownership control, which can ultimately harm rightful creators (Hidayat 2021). Nevertheless, aggregators offer strategic advantages for independent musicians. Chief among these is the efficiency of mass distribution. Artists are spared the administrative burden of signing individual contracts with each streaming platform, as the aggregator functions as a single distribution manager. Furthermore, this model is significantly more affordable than partnering with major record labels, which typically demand large shares of a musician's economic rights (Budiman 2023).

Aggregators also rely on metadata technologies and coding systems such as the International Standard Recording Code (ISRC) to ensure that each musical work is uniquely identifiable across the globe. The ISRC system is foundational for tracking plays and calculating royalties. However, implementation remains inconsistent across platforms and territories. Many aggregators and services have yet to fully optimize this system, leading to inaccurate royalty accounting (WIPO 2021). Beyond distribution and coding, aggregators often provide musicians with access to statistical reporting services. These data sets include listener counts, geographic reach, and audience demographic trends—critical tools for marketing strategies and career development. Yet not all aggregators offer transparent access to this information. Some provide limited data or charge additional fees for more comprehensive reporting (Yustiawan 2023).

Aggregators also serve as a gateway for local musicians to access international music markets—opportunities previously available only to artists signed with multinational labels. This role is particularly significant for the development of the independent music industry in developing countries such as Indonesia, where access to foreign markets remains limited. Digitally mediated connectivity through aggregators provides an efficient and relatively affordable solution for expanding audience reach on a global scale (Purnomo 2020). However, the strategic importance of aggregators also brings about new challenges. Some aggregators implement royalty-sharing policies that lack transparency and are detrimental to musicians. Examples include hidden fees during payment processes, minimum payout thresholds, or delayed payments without adequate explanation. Furthermore, contracts that omit renegotiation clauses may result in musicians losing rights to their work for extended or even indefinite periods.

The absence of adequate national regulation to govern the role of digital aggregators in the music industry demands urgent attention from policymakers. Regulatory frameworks should be developed to establish minimum contract standards, safeguard creators' rights, and outline cross-jurisdictional dispute resolution mechanisms. The Indonesian government could draw upon international best practices that have set ethical guidelines and protective measures for musicians in digital contracting. A comprehensive understanding of the nature and function of aggregators is essential for legal and industry stakeholders to formulate a fairer and more protective regulatory framework. The digital music ecosystem must be built upon the principles of contractual fairness, distribution transparency, and recognition of creative works as valuable intellectual assets that deserve comprehensive legal protection.

B. Copyright Provisions under Law No. 28 of 2014

Law No. 28 of 2014 on Copyright serves as the primary legal foundation guaranteeing the protection of moral and economic rights of creators in Indonesia. Article 9 explicitly states that creators hold the exclusive rights to publish, reproduce, and authorize the use of their works. These rights represent the state's recognition of the creative process undertaken by individuals in producing intellectual property, including in the field of music. However, in practice, these rights are not fully enjoyed by independent musicians—particularly in the context of digital distribution through aggregator platforms. In many cases, musicians knowingly or unknowingly enter into agreements with digital aggregators containing clauses that assign exclusive and perpetual rights. Such agreements, although formally valid, often bind creators economically in the long term, resulting in the loss of control over the distribution, licensing, and monetization of their own work (Budiman 2023).

This imbalance is exacerbated by the lack of clear statutory limitations regarding the scope of copyright transfers. While the Copyright Law allows for licensing and rights assignments, it does not specifically regulate the duration, territorial scope, or renegotiation mechanisms within digital agreements. This legal ambiguity creates opportunities for contracting parties with greater bargaining power—namely aggregators—to draft terms that disadvantage musicians. When musicians lack the power to negotiate clauses, contracts become unilateral and risk violating the principle of contractual justice. In the realm of digital contracts, problematic clauses are not always apparent. Many agreements take the form of click-wrap or browse-wrap contracts, requiring musicians to merely “agree” without fully reading the terms. Numerous musicians assume they are merely granting distribution rights, when in fact, hidden clauses may include the transfer of commercial rights, non-transparent royalty arrangements, and dispute resolution provisions outside Indonesian jurisdiction. This situation reveals a widespread lack of legal understanding among musicians concerning the implications of digital contracts (Lestari 2022).

The principle of contractual justice in Indonesian civil law is rooted in the doctrine of freedom of contract, limited by good faith, equality, and reasonableness. In every agreement, both parties should have an equal opportunity to negotiate rights and obligations. However, in the digital music industry, independent musicians often find themselves in a much weaker position compared to

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aggregators, which possess stronger financial capacity, technological infrastructure, and legal expertise. One proposed solution to address this imbalance is to strengthen the role of Collective Management Organizations (CMOs). These organizations should not only be responsible for royalty collection and distribution but also act as legal advisors in the contracting process between musicians and aggregators. The strategic role of CMOs as facilitators of fair contracts has been widely recommended in Indonesian music law literature. Arista (2022) argues that CMOs must be granted broader mandates to assist in contract signing, draft minimum standard clauses, and provide legal education to their members.

In a continuously evolving digital music landscape, the existence of active and responsive CMOs is crucial. CMOs can serve as a bridge between musicians and platform-based industries. They can balance the contractual power disparity that currently favors aggregators. Additionally, CMOs should collaborate with the Ministry of Law and Human Rights as well as the Ministry of Communication and Information Technology to develop pro-musician template agreements. Moving forward, there must be more specific regulatory initiatives concerning the assignment of rights in digital contracts. The government should establish clear maximum thresholds for rights transfers, both in terms of duration and scope—for instance, prohibiting perpetual transfers or requiring mandatory renegotiation clauses. Furthermore, there must be stricter oversight of standard contracts used by foreign aggregator platforms, particularly in relation to information transparency and the clarity of rights and obligations between parties.

Policy reform must also take into account the advancement of technologies such as blockchain and smart contracts, which offer potential solutions for ensuring transparency and legal security in the distribution of creative works. However, these technologies are of limited use if creators lack basic awareness of their rights. Hence, legal literacy forms the cornerstone of effective copyright protection. Government agencies, academic institutions, professional associations, and industry stakeholders must collaborate to create a legal ecosystem that not only recognizes creativity but also ensures fair and sustainable protection. Through a normative approach and the application of substantive justice, legal protection for digital musical works must move beyond mere formal recognition to include the welfare of creators as participants in the creative economy. This protection is increasingly vital in the digital economy, where music is not merely a cultural product, but also a highly valuable economic asset.

C. Weaknesses in the Protection of Digital Contracts

The rapid advancement of digital technology has transformed the nature of contractual relations in the music industry, particularly between independent musicians and aggregators. Contracts offered by aggregators are generally standard-form or adhesion contracts, wherein all clauses are unilaterally determined by the aggregator, leaving no room for negotiation. Musicians are typically presented with a binary choice: either accept the contract in its entirety or forgo access to digital distribution services altogether. These digital contracts often include exclusive and indefinite terms, with some clauses even stipulating the permanent transfer of economic rights to the aggregator. Such provisions conflict with the fundamental principles of freedom of contract and contractual fairness as established in Articles 1320 and 1338 of the Indonesian Civil Code, as well as with the doctrines of free will and good faith, which are core pillars of contract law in Indonesia (Subekti 2010; Amiruddin 2021).

The absence of space for negotiation creates a legal imbalance. Independent musicians—especially those lacking contractual experience—frequently fail to grasp the implications of the terms they accept. Many approve such agreements through online mechanisms, such as click-wrap agreements, which are legally valid but do not guarantee genuine understanding or conscious consent to the terms (Rohim 2020). Studies have found that these digital consent mechanisms are often more procedural than substantive, with agreement based more on formality than on comprehension. Furthermore, digital contracts offered by aggregators often contain disproportionate royalty provisions. Information on royalty percentages, payment timelines, and reporting transparency is frequently omitted or unclear. Some aggregators fail to provide detailed reports on when and where songs are played, or how many listeners accessed the works—making it difficult for musicians to audit their earnings or evaluate whether their compensation reflects their distribution performance (Yuliana 2023).

The aggregator's dominance in drafting the contract further reinforces the imbalance of power. Asymmetries in information and bargaining strength leave musicians in an inherently weaker position. These contracts undermine copyright protection, as musicians lose control over how their work is distributed, used, or further commercialized. In some cases, musicians are unaware that they have granted exclusive licensing rights to the aggregator, thereby precluding them from licensing their work to third parties (Mulyani 2022). Additional complications arise in relation to jurisdiction and dispute resolution. Many aggregator contracts include foreign forum selection clauses, typically designating the jurisdiction where the aggregator is based—such as the United States or the United Kingdom. While such clauses are legally permitted under the principle of choice of forum, for Indonesian musicians they constitute a major barrier to access to justice. Resolving disputes in foreign courts entails high costs, requires international legal expertise, and involves unfamiliar procedures—circumstances that are practically inaccessible to most independent musicians in Indonesia (Wijayanti 2021).

Digital contracts also contain significant potential for exploitation, particularly when musicians are not represented by legal counsel

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at the time of signing. Legal understanding of key contractual elements—such as rights transfers, contract duration, distribution authority, and royalty structures—is essential for protecting musicians' interests. A lack of awareness in these areas deprives musicians of bargaining leverage and the ability to seek renegotiation later (Sari 2022). Legal protection for digital contracts in the music industry has not yet been fully realized under Indonesian law. While Law No. 28 of 2014 on Copyright provides for licensing agreements, it does not explicitly regulate digital contracts involving foreign entities. Moreover, the Law on Electronic Information and Transactions (ITE Law) fails to offer a robust normative framework for protecting musicians' rights within the digital distribution ecosystem. Thus, there is a pressing need for state intervention to develop fair digital contract guidelines that safeguard the interests of weaker parties. Government institutions—such as the Ministry of Law and Human Rights and the Ministry of Communication and Information Technology—should formulate standardized contract templates that include minimum protection clauses for copyright holders. Additionally, Collective Management Organizations (CMOs) should be empowered to provide legal assistance and contractual education to musicians. Legal support mechanisms are a critical form of prevention to ensure that musicians are no longer systematically placed in vulnerable positions.

The establishment of a national mediation body for digital copyright disputes could also be considered. Such an institution could serve as an alternative dispute resolution forum for musicians and aggregators, avoiding the need for expensive foreign litigation. It could also play a role in auditing and monitoring digital contracts to prevent the inclusion of exploitative clauses. Contractual justice must be the foundation of all agreements in the digital economy, including those between musicians and aggregators. Digital contracts must not function merely as administrative formalities but should serve to ensure the rights, welfare, and dignity of creators. Fair regulation, access to legal education, and an affirmative stance in favor of vulnerable creative actors must become integral components of copyright reform in the digital age.

D. Jurisdictional Challenges and Legal Enforcement

Contracts Many aggregators are legally domiciled abroad, In the landscape of digital music distribution, many aggregator platforms are legally domiciled in foreign jurisdictions such as the United States, the United Kingdom, and several European countries. This reality presents serious challenges regarding legal jurisdiction and enforcement. Indonesian independent musicians who enter into contracts with foreign aggregators are automatically subject to the legal systems and dispute resolution mechanisms of the aggregator's country of domicile. In many cases, the forum selection clause in such contracts designates foreign courts as the sole venue for legal recourse in the event of a dispute (Yustiawan 2023).

The designation of foreign legal forums poses structural barriers for local musicians. They are confronted with various obstacles, including high legal fees for hiring foreign counsel, unfamiliar procedural rules, and significant differences in legal culture. In some cases, musicians are unaware that they have agreed to foreign jurisdiction clauses because they have not fully read or understood the contract. The lack of digital legal literacy further exacerbates this imbalance (Rahmawati 2022). As a result, access to justice becomes practically unattainable, even in instances where their legal rights have been violated. Beyond the issue of legal forum, the applicability of Indonesian law to foreign entities remains a major hurdle. Law No. 28 of 2014 on Copyright is territorially bound, meaning that infringements committed by foreign parties are difficult to pursue under Indonesian law unless cross-border enforcement cooperation exists. In such cases, Indonesia lacks effective coercive power to prosecute infringing parties domiciled in foreign jurisdictions. The absence of bilateral agreements concerning digital copyright protection between Indonesia and aggregator host countries further exacerbates the problem.

Cross-border legal enforcement requires not only comprehensive regulatory tools but also diplomatic cooperation between states. Unfortunately, Indonesia has yet to establish any specific treaties or cooperation protocols addressing the distribution of creative works via foreign aggregators. In practice, domestic enforcement bodies such as the Directorate General of Intellectual Property (DGIP) face difficulties in taking action against aggregators that violate copyrights due to the lack of jurisdictional access to the country of origin. Litigation in such cases becomes inefficient, costly, and often yields no meaningful protection for the creator (Suryana 2021). Another significant challenge lies in the lack of uniform copyright protection standards across countries. Each jurisdiction adopts differing approaches and degrees of commitment to the protection of creators' economic and moral rights. While some countries have progressive digital copyright regimes with strict penalties for infringers, others have weak regulations and poor enforcement. This inconsistency results in creators receiving unequal protection across the territories in which their works are distributed, thereby enabling exploitation without meaningful sanctions.

The harmonization of copyright protection policies in the digital domain is therefore increasingly urgent. Multilateral forums such as ASEAN, WIPO (World Intellectual Property Organization), and APEC must push for the adoption of minimum international standards to safeguard digital musical works. WIPO, through the WIPO Copyright Treaty (WCT) and WIPO Performances and Phonograms Treaty (WPPT), has made efforts in this regard. However, the implementation of these treaties remains limited, especially in developing countries that lack adequate legal and technological infrastructure. As a member of WIPO, Indonesia has the opportunity to lead

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digital copyright reform initiatives at the international level. This would require coordinated efforts among policymakers, legal experts, the music industry, and civil society actors. Such efforts could begin with the drafting of national regulations that incorporate universal principles of copyright protection as set forth in the Berne Convention, WIPO Internet Treaties, and the TRIPS Agreement. Internally, institutional weaknesses also hinder the legal protection of digital music works. Indonesian courts currently lack dedicated mechanisms for resolving copyright disputes involving foreign entities in a timely and efficient manner. Meanwhile, intellectual property arbitration and mediation bodies remain underutilized. Alternative dispute resolution mechanisms such as Online Dispute Resolution (ODR) offer a viable solution for cross-border conflicts, but require stronger regulatory support and enforceable intergovernmental frameworks.

These challenges affirm the urgent need for systemic support to safeguard the rights of independent Indonesian musicians within the highly competitive digital distribution market. Without guaranteed access to justice and equal legal standing, musicians will continue to face structural disadvantages in their contractual relationships with aggregators. It is therefore imperative that the government initiate the development of national regulations capable of protecting intellectual property across borders, while also advancing legal diplomacy to strengthen the bargaining position of Indonesian musicians in the global music ecosystem. Strategic measures could include the establishment of a regional ASEAN forum on digital intellectual property rights, the negotiation of bilateral copyright agreements, and the involvement of Collective Management Organizations (CMOs) in monitoring cross-border distribution practices. Legal enforcement must not remain confined to the national level, but should evolve progressively toward a more responsive and inclusive global digital governance framework.

E. Expanding Legal Literacy and Fair Contract Models

A long-term solution lies in improving legal literacy among independent musicians. Enhancing legal literacy among independent musicians is essential for building a fair and sustainable digital music distribution system. Legal literacy in this context extends beyond understanding copyright—it also involves the ability to read, interpret, and respond wisely to digital contracts. In many cases, independent musicians in Indonesia enter into agreements with aggregators without legal assistance, due to a lack of awareness of the legal consequences embedded in contractual clauses. This knowledge gap leaves them vulnerable to exploitation, particularly in the areas of rights transfers and non-transparent royalty arrangements (Budiman 2023). Efforts to expand legal literacy must be carried out in a structured and systemic manner. The government could partner with Collective Management Organizations (CMOs), musician professional associations, and legal education institutions to develop practical legal education curricula. Training content should be tailored to the music industry and presented in language that is accessible, without compromising legal accuracy. Legal education should not be limited to formal seminars but should include interactive workshops, contract negotiation simulations, and direct assistance from legal professionals. In this context, the concept of legal empowerment is highly relevant, as it emphasizes the strengthening of vulnerable groups through increased legal capacity (Cornwall 2011). One concrete solution is the formulation of a standard digital contract model that reflects principles of fairness and equality. This model should be developed collaboratively among government bodies, academics, legal practitioners, music industry actors, and representatives of independent musicians. The foundation of such a contract should be the principles of a “fair contract,” including transparent royalty distribution, clearly defined licensing periods, and dispute resolution clauses that support access to justice. The availability of such model contracts would serve as both a normative and ethical reference for all industry stakeholders, including aggregators, in implementing responsible business practices (Rachmawati 2022).

These contract models should also include educational components—explanatory notes for each critical clause written in simple and structured language. The aim is not only for musicians to sign contracts, but also to fully understand their contents and legal implications. In this regard, the concept of contract literacy is particularly relevant, referring to an individual’s ability to read, understand, and make informed legal decisions based on the content of an agreement (Becher & Zarsky 2020). Digital contracts should not be treated merely as administrative documents but must function as instruments of protection and justice for the weaker party. The government could also establish online legal service units dedicated to digital contracts in the creative industries. Such services may include free legal consultations, a public-access contract database, and a directory of qualified intellectual property legal professionals. These platforms can bridge the gap between the need for legal protection and the availability of legal access. In parallel, CMOs should be granted expanded authority to act as facilitators in contract negotiations—particularly when musicians are in structurally disadvantaged positions. The adoption of a “musician-friendly contract” standard should become a key ethical benchmark in digital agreement drafting. Such contracts should embody principles of transparency, fair royalty allocation, and protection of moral rights. In various international contexts—such as in Canada and the UK—musician protection organizations have successfully developed industry-standard contract templates. Indonesia could learn from these practices and adapt them to the national legal framework and the specific needs of local creators (WIPO 2021). Another important initiative is the incorporation of consumer protection principles into digital music contracts. Although musicians are not “consumers” in the conventional sense, they occupy a

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legally weaker position in their relationship with aggregators, akin to the consumer-business dynamic. Thus, principles from consumer protection law—such as rules on standard form contracts, clear and accurate information, and prohibitions on exploitative clauses—can be effectively applied in this context. This would provide musicians with more equitable and proportionate legal safeguards.

Strengthening oversight institutions for the digital music industry, enhancing the capacity of law enforcement officials, and involving the musician community in regulatory processes are essential to ensure inclusive and participatory policymaking. Musicians must not remain passive subjects of the legal system; rather, they should be recognized as active and empowered legal actors. Bottom-up initiatives—such as collective contract reviews, musician legal forums, and the publication of contract guides—will further strengthen musicians' positions in facing industry changes. Expanding legal literacy and establishing fair contractual standards represent long-term investments in the development of an ethical digital music industry. These solutions not only help prevent exploitation but also foster a healthy and sustainable creative environment for all stakeholders. Copyright protection in the digital domain is not merely a matter of regulation—it is also about education, participation, and the courage to build a legal system committed to substantive justice.

CONCLUSIONS

Legal protection for independently produced musical works published through aggregators within the Indonesian legal system still faces both structural and normative weaknesses. Law No. 28 of 2014 on Copyright does provide a foundation for the protection of creators' moral and economic rights, but it does not comprehensively address the practice of cross-jurisdictional digital contracts. The absence of specific regulations governing digital contract forms has resulted in legal imbalances between musicians and aggregators, the latter of which often draft contracts unilaterally and unfairly. Cross-border jurisdictional challenges and differences in legal systems also hinder the enforcement of digital copyright, especially when the designated dispute resolution forums are located overseas. To address these challenges, normative solutions are required, including the strengthening of legal literacy among musicians, the development of fair digital contract models, and the harmonization of cross-national policies on digital copyright protection. Independent musicians must be recognized as legal subjects with strong bargaining positions, supported by a legal framework that is responsive, fair, and adaptive to the evolving dynamics of digital music distribution.

There is a need for specific regulation on digital contracts and mandatory transparency obligations for aggregators. The government should also enhance oversight of foreign platforms and promote ASEAN regional cooperation to harmonize digital copyright protection. On the other hand, musicians must be equipped with an early understanding of contracts and intellectual property rights through practical-based legal education.

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