

## LEGAL ISSUES IN ONLINE TRANSACTIONS INVOLVING MINORS

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**Abstract:** The advancement of information technology has led to transactions no longer being confined to physical spaces but extending to electronic transactions. In addition to the positive impacts, this development also brings challenges, particularly concerning the participation of minors in online transactions. Problems emerge when existing regulations fail to accommodate the rapid pace of technological advancement adequately. Minors lack the legal capacity to enter into valid agreements. Based on Article 47, paragraph 1 of the Marriage Law, a person who has not yet reached the age of 18 or is not married remains under the authority of their parents. E-commerce verification technology is not yet adequately optimized to prevent minors from carrying out transactions. Irresponsible transactions carried out by minors have the potential to cause financial harm to their parents or legal guardians. Legal issues arising from online transactions involving minors include the legality of agreements, parental supervision, transaction oversight, and payment issues. Currently, no regulations in Indonesia prohibit minors from purchasing goods through e-commerce platforms. Neither the Information and Electronic Transactions Law (UU ITE), Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions nor regulations on Electronic Commerce provide concrete limitations. The challenges surrounding legal regulations governing online transactions involving minors require a comprehensive and integrated approach. Thus, there is a need for more effective legal regulations to both prevent and address the potential misuse of interests involving minors in online transactions.

*Kemajuan teknologi informasi menyebabkan transaksi tidak lagi terbatas pada ruang fisik, tetapi meluas hingga transaksi elektronik. Selain dampak positif, perkembangan ini juga membawa tantangan, khususnya terkait keikutsertaan anak di bawah umur dalam transaksi daring. Masalah muncul ketika regulasi yang ada tidak mampu mengakomodasi laju kemajuan teknologi yang pesat. Anak di bawah umur tidak memiliki kapasitas hukum untuk membuat perjanjian yang*

sah. Berdasarkan Pasal 47 ayat 1 UU Perkawinan, seseorang yang belum berusia 18 tahun atau belum menikah tetap berada di bawah kekuasaan orang tuanya. Teknologi verifikasi e-commerce belum dioptimalkan secara memadai untuk mencegah anak di bawah umur melakukan transaksi. Transaksi yang tidak bertanggung jawab yang dilakukan oleh anak di bawah umur berpotensi menimbulkan kerugian finansial bagi orang tua atau wali yang sah. Masalah hukum yang timbul dari transaksi daring yang melibatkan anak di bawah umur meliputi legalitas perjanjian, pengawasan orang tua, kekeliruan transaksi, dan masalah pembayaran. Saat ini, tidak ada regulasi di Indonesia yang melarang anak di bawah umur untuk membeli barang melalui platform e-commerce. Baik Undang-Undang Informasi dan Transaksi Elektronik (UU ITE), Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik, maupun peraturan perundang-undangan tentang Perdagangan Elektronik tidak memberikan batasan yang konkret. Tantangan yang ada dalam regulasi hukum yang mengatur transaksi daring yang melibatkan anak di bawah umur memerlukan pendekatan yang komprehensif dan terpadu. Oleh karena itu, diperlukan regulasi hukum yang lebih efektif untuk mencegah dan menanggulangi potensi penyalahgunaan kepentingan yang melibatkan anak di bawah umur dalam transaksi daring.

**Keywords:** *legal issues; online transactions; minors.*

## INTRODUCTION

The advancement of information and communication technology has brought about significant transformations in numerous areas of life, particularly in the realm of commercial transactions, thereby challenging existing legal frameworks to evolve in response to digital economic practices. The advent of the internet and increasingly sophisticated technological devices has expanded the scope of transactions, moving them beyond the confines of physical spaces into the realm of electronic transactions. These electronic transactions, commonly referred to as electronic commerce or e-commerce, involve business activities conducted over computer networks, predominantly the internet (Barkatullah, 2017:26). The ease of access, greater variety of products, and convenience of transactions are factors contributing to the increasing popularity of online shopping among the public. Due to these advantages, online transactions can be conducted at any time and from any location, making them more time-efficient and less physically demanding (Nugroho & Yuniarlin, 2021:190).

In addition to its positive impacts, this development also presents its own challenges, particularly concerning the participation of minors in online transactions. Children, as digital natives, are very familiar with technology from an early age (Aheniwati, 2019:53). Children have easy access to digital devices such as smartphones and computers, enabling their participation in online activities, including transactions. This situation can pose various risks to children, who are a vulnerable group still in need of protection (Nurfieni, 2022:73).

Children may lack an adequate understanding of proper money management, which can lead to unhealthy consumer behavior. They are also vulnerable to online fraud and age-inappropriate content. These conditions pose various legal and social challenges that require special attention.

The Indonesian legal system addresses electronic transactions in Article 1, paragraph (2) of Law Number 19 of 2016, which amends Law Number 11 of 2008 on Electronic Information and Transactions, hereinafter referred to as UU ITE. The participation of minors in online transactions presents several issues. First, children do not possess the legal capacity to enter into valid agreements. Article 1320 of the Civil Code (*Kitab Undang-Undang Hukum Perdata*) stipulates that the requirements for a valid agreement include mutual consent, the capacity of each party, a specific and clear subject matter, and compliance with legal provisions. In order for an agreement to be considered valid and legally binding upon both parties, it must satisfy certain essential legal elements as prescribed by the applicable legal framework (Suharnoko, 2014:1). Second, children are vulnerable to fraud and exploitation in online transactions. Their lack of knowledge and experience makes them more susceptible to being deceived or exploited by irresponsible parties. Third, existing regulations do not fully accommodate the protection of children in the context of online transactions. Although various laws address child protection and electronic transactions, their implementation is often suboptimal.

One of the clauses in the agreement for Shoppe, one of the largest marketplaces in Indonesia, stipulates that individuals under the age of 17 or those who are not married and individuals under guardianship are required to obtain prior authorization from a parent or legal guardian in order to open an account. Parents or guardians are responsible for all activities conducted through the account. However, in practice, this is not supported by optimal verification technology. One issue identified is that to open an account, only a mobile phone number and an active email address are required. Users can still make purchases even if the account has not been verified with a National Identity Card. This situation potentially creates opportunities for minors to easily access online shopping.

Moreover, the ease with which children can access their parents' mobile phones may result in issues when they make online purchases without parental permission or consent. For instance, there was a widely circulated case where a child, who had used their mother's phone to make online purchases totaling 2 million rupiahs on the Shoppe app while playing, ended up crying and apologizing (Ramadhanti, 2023).

The case mentioned illustrates a lack of legal clarity regarding age restrictions for engaging in e-commerce activities. In light of these phenomena, legal research into online transactions involving minors is crucial. This research aims to identify and analyze the various legal issues that arise and to seek effective solutions for protecting children from associated risks. By understanding the legal challenges faced, it is hoped that a more comprehensive understanding and effective strategies can be developed to better protect children in the digital age.

## RESEARCH METHOD

The methodology employed in this study is categorized as normative legal research. This research begins with examining phenomena that occur or develop within society and then analyses applicable legal provisions and regulations by reviewing various legal sources and literature as references. The study utilizes a descriptive approach to depict findings and present research results. Data collection techniques involve bibliographic study, with qualitative data analysis methods employed to interpret observed phenomena using established analytical methods (Moleong, 2018:157).

## RESULT AND DISCUSSION

### Online Purchase Agreements for Minors

The validity requirements for purchase agreements, whether conducted conventionally through direct interaction or online (without direct contact), are the same as stipulated in Article 1320 of the Civil Code. The article stipulates that for an agreement to be valid, it must meet the following requirements: mutual consent, capacity to contract, specific subject matter, and lawful cause.

**Mutual Consent.** Mutual consent refers to the alignment of desires, wherein parties provide agreement or consent. Consent represents a meeting of two desires where one party's wishes complement those of the other party. In the context of an agreement, mutual consent embodies legal certainty, meaning there is a guarantee of mutual benefits and advantages for all parties involved (Anggraeny & Al-Fatih, 2020:9). Contract law encompasses three fundamental principles: principle of consensually, principle of binding force, principle of freedom of contract (Suprpti & Tarigan, 2021:147). These fundamental principles affirm that when parties reach consensus to form an agreement regarding a specific object on a clear and lawful matter, it will result in a binding contract for each party involved. In online purchase agreements, mutual consent is established through digital communication over the internet, rather than through direct interaction as seen in traditional transactions (Nugroho & Yuniarlin, 2021:190). Nevertheless, this consent is deemed valid because it involves the seller making an offer online, which the buyer accepts by agreeing to proceed with the transaction. This constitutes mutual consent between the seller and the buyer, even though they do not meet in person.

**Capacity to Contract.** Capacity is a general requirement for performing valid legal acts. An individual must be of legal age, possess sound mind, and comply with applicable legal regulations to engage in specific legal acts. Since a contract constitutes a legal act, it should be executed by individuals who are legally competent. Article 1330 of the Civil Code specifies individuals who are deemed legally incapable, including: minors who have not reached legal age, individuals under guardianship, and married women in certain circumstances as specified

by law, who are considered legally incapable of performing specific legal acts and are prohibited from entering into certain agreements.

According to the Civil Code, an individual is considered to have reached legal adulthood if they are at least 21 years old or have entered into marriage. Following the enactment of Law Number 1 of 1974 on Marriage, the legal age of adulthood was adjusted to 18 years or upon marriage. An individual who has married, even if divorced before reaching the age of 18, does not revert to the status of a minor. Individuals under guardianship cannot enter into or execute agreements. This means that, even if they are of legal age, they are unable to manage or be responsible for themselves or others. This category includes individuals such as those with mental illness, those who are intellectually disabled, spendthrifts, and those with severe cognitive impairments. The provisions regarding married women being included in the group of legally incapable individuals are no longer relevant following the enactment of Law Number 1 of 1974 on Marriage. Article 31 of the Marriage Law states that: "1) The rights and positions of both spouses are balanced with the rights and position of the husband in family life and social interactions within the community, 2) Each party has the right to perform legal acts, and 3) The husband is the head of the family, while the wife is the homemaker."

The legal capacity requirements for both conventional and online transactions are essentially the same. However, in online transactions, it is challenging to verify whether each party meets the legal capacity requirements, as the seller and buyer do not meet in person. Nevertheless, this does not invalidate the legitimacy of an online purchase agreement. As long as none of the parties involved in the online transaction seek cancellation, the agreement remains effective, and the transaction is considered valid. However, if one party fails to meet the required capacity, the aggrieved party may seek to have the agreement annulled. In e-commerce transactions involving a minor, the agreement may be deemed legally valid provided that it does not result in harm to either party, and the minor demonstrates a clear understanding of the contractual terms and assumes responsibility for the obligations stipulated therein (Badu et al., 2023:534).

**Specific Subject Matter.** The specific subject matter referred to is an object that is the focus of the agreement. According to Article 1333 of the Civil Code, an agreement must involve a subject matter that includes a specific type of goods. While the exact quantity of the goods does not need to be determined at the outset, it must be possible to ascertain or calculate the quantity at a later time. Online transactions do not allow buyers to view the goods directly, therefore, the seller must provide accurate, complete, and clear information about the goods being offered. Article 9 of the Information and Electronic Transactions Law states: "Business actors offering products through electronic systems must provide complete and accurate information regarding contract terms, the producer, and the products offered." Provided that the goods being sold online include accurate, complete, and clear descriptions, the agreement is considered legally valid.

**Lawful Cause.** The principle of lawful cause mandates that contractual terms and intended outcomes adhere to the boundaries of legality as established by applicable law.

Article 1337 of the Civil Code states: "A cause is deemed unlawful if it is prohibited by law or if it conflicts with decency or public order." Therefore, an online purchase agreement must comply with relevant legislation, not violate public order, and align with moral norms for the transaction to be legally valid.

An online purchase transaction must satisfy all four validity requirements. The first and second criteria are of a subjective nature, concerning the parties involved in the agreement. If these subjective requirements are not met, the agreement may be annulled. The aggrieved party can petition the court to annul the agreement. However, if no party claims to be harmed by the agreement, the contract remains valid. The third and fourth criteria are objective in nature, relating to the subject matter of the goods being traded in the online purchase. Failure to satisfy these objective requirements results in the agreement being null and void by operation of law, thereby rendering it legally invalid.

### **Legal Issues in Online Purchase Transactions Involving Minors**

The ease of access to digital media, the convenience of conducting electronic transactions, and the various facilities offered by service providers, as well as the interactions between sellers and buyers, create opportunities for minors to become involved in online purchase transactions. This involvement raises several legal issues.

#### **a. Legality of Agreements.**

Online purchase transactions involving minors present a range of complex legal challenges that require careful consideration. The primary challenge lies in legal agreements, as minors generally do not possess full legal capacity to enter into binding contracts, creating uncertainty for sellers regarding the validity of the transaction. Law is not a static set of rules but a dynamic system that evolves with societal changes. Legal systems reflect the evolving nature of social relationships and characteristics within both traditional and modern societies. As law is a reflection of diverse social characteristics, it is subject to change, and these changes are often the result of conflict and adaptation.

In e-commerce transactions, the actions performed by legal entities (individuals or legal bodies) must be regulated by law, as all acts and their consequences fall under legal oversight (Suadi et al., 2021:668). However, in practice, Indonesian positive law, including the Information and Electronic Transactions Law (UU ITE), which encompasses policies related to new technological activities, does not provide detailed regulations concerning transactions conducted in e-commerce. One of the legal issues not addressed in this context is the minimum age requirement for engaging in online purchase transactions. One of the essential criteria for legal capacity, which constitutes a prerequisite for the validity of an agreement, is stipulated in the Civil Code, is the age at which an individual is considered legally adult. However, the legal definitions of age and maturity are not uniform across Indonesian legislation. The legal gap concerning the age threshold for minors to be classified as legal subjects in e-commerce transactions results

in legal ambiguity, leading to confusion in society regarding which regulations should be applied and enforced (Hanifah & Koto, 2023:187).

The principle of law is designed for individuals, not for itself. The concept of progressive law explains that when there are issues within and with the law, it is the law that should be reviewed and amended, rather than forcing individuals to fit within the existing legal framework (Astomo, 2014:5). Thus, the law should strive to achieve justice, welfare, prosperity, and concern for individuals. Online purchases are not restricted by age; people of all ages can engage in online transactions. Unlike face-to-face transactions, where agreements are typically made prior to the sale, online purchases also involve agreements between buyers and sellers. These agreements are usually formalized in "Terms and Conditions." These Terms and Conditions can be regarded as standard-form contracts because they are drafted unilaterally by the application developers or service providers (Putra et al., 2020:73). This means that by clicking to complete an online purchase on an app, buyers and sellers are essentially agreeing to the terms set out in the Terms and Conditions.

Contracts entered into by minors in the context of online transactions may, under certain conditions, be recognized as legally valid. However, this can lead to legal issues for minors engaging in online purchases, as the legal strength of their agreements is weakened due to their failure to fully meet the requirements for a valid contract under Article 1320 of the Civil Code (Wahid & Rohadi, 2022:26). In online purchase transactions, the nature of the object of the agreement is not typically scrutinized for its utility to the buyer, as various types of goods or services can serve as objects in e-commerce.

After understanding the requirements for a valid contract and applying them to e-commerce transactions, it becomes evident that there are still many shortcomings, particularly in the application of the requirement concerning legal capacity. This issue is notably present in online shopping transactions involving minors in Indonesia. As a result, in the practice of e-commerce, the requirements for a valid contract as stipulated in Article 1320 of the Civil Code are not fully met. Given the current facts, if an online purchase transaction is made by a minor, the agreement does not meet the subjective requirements necessary for a valid contract (Jaelani et al., 2020:136). As a result, the agreement is not automatically considered null and void by law; instead, it can be annulled if requested by one of the parties involved. The agreement may continue if the parties involved wish to proceed with it.

b. Parental Supervision

Parental supervision is a critical issue because children often do not fully understand the implications of their transactions, and there are risks associated with making purchases without the permission or consent of their parents. This creates ethical and legal concerns regarding responsibility and oversight of children's online activities. Minors remain under their parents' responsibility until they reach legal adulthood, at which point

they are considered capable of acting independently and making decisions deemed appropriate for their age (Ayunda & Oktaria, 2022:231).

In Indonesia, legal regulations outline various parental obligations toward their children, including: 1) Article 45 of the Marriage Law states: "Both parents are obligated to care for and educate their children to the best of their ability", 2) Article 47 (2) of the Marriage Law states: "Parents represent their child in all legal matters both inside and outside of court."; 3) Article 1367 (1) of the Civil Code states: "An individual is not only liable for damages caused by their own actions but also for damages caused by the actions of those under their responsibility or by items under their supervision"; Article 1367(2) of the Civil Code states: "Parents and guardians are responsible for damages caused by minor children who live with them and over whom they exercise parental or guardian authority."

c. Transaction Oversight

Monitoring transactions presents a significant challenge, particularly in ensuring the security and validity of payments made by minors. The use of payment methods by children, such as their parents' credit cards, can lead to issues if used without authorization. Furthermore, e-commerce platforms must comply with various consumer protection and personal data regulations, which vary by country and are often not updated to address advancements in digital technology.

The difficulty in effectively monitoring and enforcing these regulations adds to the complexity of the existing legal challenges. Therefore, addressing these challenges requires more adaptive regulations and collaborative efforts between the government, e-commerce service providers, and society to create a safer and fairer online transaction environment for minors. Children often lack an understanding of the risks associated with online transaction security, making them more vulnerable to fraud and identity theft. For example, children can easily be deceived by fake websites or advertisements requesting personal or financial information. To address these issues, e-commerce platforms need to implement stringent security measures, such as user identity verification and protection against suspicious activities (Sinaga & Wiryawan, 2020:1385).

d. Payment Issues

Payment issues also present complexities, as minors frequently use payment methods not belonging to them, such as their parents' credit cards, e-wallets, internet banking, and PayPal accounts. When minors engage in online transactions without the presence of their parents or guardians, sellers are typically not held responsible for any errors involving credit card use or other mistakes (Benny et al., 2020:36). Using payment instruments without the owner's consent may be considered fraudulent and could lead to legal consequences. Therefore, e-commerce platforms must implement mechanisms to ensure that payments made by minors are authorized by the owner of the payment instruments. Advanced age verification systems and access restrictions are also necessary to prevent minors from making purchases without parental consent. For instance, platforms could



require confirmation via email or phone number from the parent before a transaction can be completed.

Legally, there is no regulation in Indonesia explicitly prohibiting minors from purchasing goods through e-commerce. Neither the Electronic Information and Transactions Law, Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions, nor the Electronic Commerce Regulation provides concrete restrictions on this matter. Article 2 of the UU ITE states only that this law applies to any individual engaging in legal acts as stipulated by law. The grammatical interpretation of this article implies that any person is permitted to engage in e-commerce transactions, with no specific age restrictions outlined. Consequently, the validity of e-commerce transactions, based on the legal principles previously discussed, could also be aligned with the age of majority as defined in the Civil Code as one of the requirements for a valid agreement.

### **Regulating Online Transactions for Minors**

Online transactions have become an integral part of daily life in the advancement of the digital era. The regulations governing these activities require special attention to protect the interests and rights of minors while ensuring security and transparency in e-commerce transactions. The lack of clarity in regulations regarding online transactions, particularly concerning age restrictions for online purchases, presents significant legal challenges. Transactions conducted by minor's online result in legal issues because the binding nature of such agreements is weak or does not fully meet the requirements for a valid contract under Article 1320 of the Indonesian Civil Code.

The government has enacted Law Number 11 of 2008 on Electronic Information and Transactions as the legal framework for online transactions. However, there remains a lack of clarity in this regulation. To date, there is no specific rule that addresses age restrictions for conducting online purchases. Agreements made by minors in online transactions remain in a gray area, despite their frequent occurrence in practice. The legal validity of such agreements is weak because they do not fully meet the requirements for a valid contract as stipulated in Article 1320 of the Civil Code, particularly concerning the subjective requirement of the parties' capacity (Bela et al., 2022:125). The weak enforcement of the law can also be linked to the lack of awareness and education regarding the risks and responsibilities associated with online transactions. Many parents and children do not fully understand the potential dangers of e-commerce activities, such as fraud, identity theft, and misuse of personal data (Arnetta, 2023:133). Better education and awareness campaigns can help strengthen law enforcement by promoting more responsible behaviour from all parties involved.

Efforts to enhance law enforcement in online transactions involving minors require a more integrated approach. This includes strengthening regulations, improving the capacity of law enforcement agencies, and fostering collaboration among the government, e-commerce service providers, and the community. The absence of strict sanctions also affects the protection of young consumers. Children involved in online transactions may become victims

of fraud or unfair business practices, and without strong penalties, there is insufficient incentive for platforms to protect them (Andriani, 2019:155).

The lack of stringent legal sanctions can lead to financial and psychological harm for children and their families. Therefore, it is necessary to revise regulations to include more stringent and clear penalties for violations involving minors. This should include significant fines for e-commerce platforms that fail to implement effective age verification mechanisms, as well as penalties for those who intentionally exploit children in online transactions. The slow adaptation of regulations is evident in the lack of specific and stringent rules regarding age verification and parental control. Although many e-commerce platforms attempt to implement age verification mechanisms, without clear guidelines and standards from regulations, these efforts are often inconsistent and easily disregarded. Existing regulations may not provide detailed guidance on how age verification should be implemented, the types of technology that can be used, or the penalties for inadequate verification. The slow adaptation of regulations leads to an inability to respond promptly to evolving security and privacy issues, with children being particularly vulnerable to privacy breaches and misuse of personal data.

The swift development of technology frequently outpaces the establishment of appropriate regulations and effective oversight, increasing the vulnerability of minors to various forms of exploitation and fraud, including the threat of sexual exploitation. Online child sexual exploitation is increasing in line with technological advancements, while existing legal protections remain suboptimal in safeguarding children from such crimes (Kurnianingsih et al., 2022:205). New technological advancements, including novel digital payment systems and social media platforms operating as commercial marketplaces, introduce transactional methods that are not explicitly encompassed by existing legal frameworks (Saputra, 2019:199).

Technologies such as biometric verification and digital identity checks, which remain underutilized, enable children to access and conduct transactions on platforms that were not originally intended for their use. Children, who tend to adapt more quickly to these technologies, can make purchases without strict supervision, leading to potential financial losses and misuse of personal data. The lack of explicit regulations on age restrictions in online transactions demonstrates the urgency of reforming Indonesia's legal framework. The Electronic Information and Transactions Law (ITE Law), Government Regulation No. 71 of 2019, and Electronic Commerce Regulations do not clearly define minimum age limits or sanctions. As a result, the law has not kept pace with the rapid advancement of digital commerce. This study urges the development of a regulatory framework that is both adaptive and enforceable, especially regarding the protection of minors in online spaces.

## CONCLUSION

Children are a vulnerable group that requires legal protection from the adverse effects of the digital era, including protection from involvement in e-commerce transactions. The

absence of specific and clear regulations in Indonesia to govern age limitations for conducting transactions through e-commerce has led to various legal issues, including concerns about the legality of agreements, parental supervision, transaction oversight, and payment issues. The issues surrounding the legal regulation of online transactions involving minors require comprehensive and integrated handling. Therefore, more effective legal regulations are needed to prevent and address potential abuses involving minors in online transactions.

This research makes a significant contribution to the development of legal scholarship, particularly in the field of child protection in electronic commerce. While previous studies have largely focused on normative analyses of contract validity under the Indonesian Civil Code and the Electronic Information and Transactions Law (ITE Law), this study introduces a new perspective by examining not only the legal vacuum in positive law but also proposing customary law as a complementary legal approach.

The key novelty of this research lies in its proposal to integrate customary law values into the national legal system to strengthen the legal protection of minors in digital spaces. In many Indonesian customary communities, social norms related to communal responsibility, child rearing, and community supervision have proven effective in maintaining social order. Concepts such as communal responsibility, restorative justice, and non-formal social sanctions offer culturally grounded principles that can inspire more responsive and context-sensitive legal policies. By combining positive law, Islamic law, and customary law through a pluralistic legal approach, Indonesia's legal system can become more adaptive to the rapid social and technological changes, particularly in the context of protecting child consumers in e-commerce. This research suggests that customary norms are not only relevant for family or traditional disputes, but also applicable in addressing modern legal challenges such as digital transactions involving minors. Therefore, this study contributes to the enrichment of national legal discourse by offering an integrative approach that is culturally rooted and socially responsive. It provides a conceptual foundation for future policy reforms in child protection and e-commerce regulation, promoting the creation of legal instruments that are more inclusive, effective, and socially just. [W]

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