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Potential challenges of working in a virtual space.

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Abstract

The next big step in technological development is the expansion of the physical world and the emergence of virtual worlds. The technology is now reaching the right level for this to spread, so it is predicted that the virtual presence of individuals will become more common in the coming years. This will naturally bring with it the emergence of working in virtual worlds, as the virtual presence of firms can provide a clear competitive advantage.
However, the question arises as to whether labour law, with its current instruments, is suitable for the legal regulation of work in the virtual world and whether this type of work can be understood at all within the framework of the classical employment relationship. The very notion of work, the contracting parties, the contract's content, the place of performance, etc., can be called into question.
In this article, I will examine these issues and consider the challenges facing future legislation.

Keywords: Labour law; Metaverse; Categorization of Work.

1. Introduction.

In 2022, one of the most interesting IT news was the development of Metaverse. In this virtual space, users can be present through their virtual avatars, communicate with each other, play games together, and possibly perform various virtual actions.

The emergence of the platform naturally attracted the interest of labour lawyers, and several articles were published on the labour aspects of the metaverse. Notable among these

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are the general findings of Valerio de Stefano and his colleagues[1] and the more detailed paper by Marco Biasi.[2]

Both papers highlight labour law issues along similar lines: on the one hand, they raise the question of how exactly working in a metaverse can be interpreted or even whether it is comparable to working on a platform. On the other hand, both authors address the problem of the applicable law, namely, which law applies to metaverse work. In addition to the above, the authors also point out the difficulties of enforcing collective rights and the challenges of working time, rest periods and occupational safety.

While there is no doubt that the problems analysed by the authors are fundamental, it is also worth examining whether, in addition to the issues raised, the current labour law toolkit[3] can be used to describe working in virtual space, whether we can detect certain shortcomings in advance and, if so, what response can be given to them.

To answer the questions raised, I will first present the "world" of the metaverse and its potentials - relevant from the labour law point of view – based on the currently known data, and then try to describe the legal relationship and examine its challenges, applying the current labour law conceptual framework.

2. What is Metaverse?

Meta, the Facebook social platform operator, summarised how Metaverse works in a video produced in October 2021. It describes Metaverse as an augmented virtual reality that gives people the experience of being together even when they are far away. Mark Zuckerberg has described the experience as the "embodied internet ", which essentially means using virtually crafted avatars to create a 3D representation in virtual space so detailed that it shows eye contact, facial expressions and body language. The user thus perceives the virtual space as very similar to the real one, where he can play sports, "go for a hike", meet other people, or even be alone in a (virtual) location of his choice. However, the real-life experience is that the user is not watching it all through a screen but participates in the digital space through special devices that affect vision and hearing (and later other senses). In Metaverse, users can choose their appearance and clothes or appear as a different being (animal, robot, etc.) instead of a human.

One of the unique features of Metaverse is that, like in physical reality, it will be possible to acquire virtual property so that objects (clothes, tools, etc.) purchased in virtual space will, according to the concept, actually belong to the user, who will be able to dispose of them, use them without limit, transfer them to others, etc. This naturally implies that, in addition to reality, there will also be commerce in digital space, where virtual objects, virtual services

[1] De Stefano V., Aloisi A., Countouris N., *The Metaverse is a labour issue*, in *Social Europe*, 1 February 2022, https://www.socialeurope.eu/the-metaverse-is-a-labour-issue, accessed 29 March 2023.
[2] Biasi M., *Il decent work e la dimensione virtuale: spunti di riflessione sulla regolazione del lavoro nel Metaverso*, in *Lavoro Diritti Europa*, 1, 2023.
[3] Mélypataki G., Máté A.D., Riczu Z., *The fundamental issues of the concept of work in the light of digitalisation*, in *Miskolc Legal Review*, Special Issue 1, 2022, 273.

or even virtual worlds can be bought and owned. This is therefore expected to create a whole new segment of commerce, where the combination of physical reality and virtual space will open up a separate area for service providers. It is likely, that this phenomenon will require a rethinking of the current property regime, as the rules for acquiring property in virtual space, possibly for protecting property, etc., are still to be developed (e.g. how to take possession of a virtual object, whether it can be subject to a lien, etc.).

The opportunities offered by virtual reality are already being used in retail, where products can be tested and even tried out in Metaverse. In this context, a layer of employees will naturally emerge who will be involved in this virtual commerce as traders, i.e. who will help sell the product, answer questions, etc.

In addition to 'traditional' commerce, Metaverse offers the possibility to travel in space and in 'time', so you can visit the Uffizi Gallery in Florence and walk around a city in the Renaissance. This service will require virtual guides who will guide us in the same way as their traditional counterparts. However, both examples show that the worker will do their work in virtual space rather than in physical reality.

This is important from a labour law perspective because a dedicated virtual workspace is already under development at Metaverse. This platform is expected to revolutionise or significantly change remote working, as in the workplace built here. However, employees are not physically together; they work virtually side by side or even together, which allows them to achieve and maintain a collaborative experience without the need to travel and without the loneliness of the home office. Metaverse will also function as a working platform in the future, where workers will work alone or together. As I mentioned, this working experience is very different from the current video-conferencing experience in front of a computer, where the user is present in the digital space through his virtual presence device and therefore perceived by the other workers as a virtual reality, with his gestures and movements.

3. Working in the Metaverse.

Based on the knowledge available so far, the users of Metaverse can be divided into several groups: on the one hand, there may be people who use Metaverse occasionally or permanently as a simple work interface, i.e., similar to today's Teams or other online interfaces, they treat the virtual space as a tool for working, with the user experience being much more lifelike, as explained above. (semi-online employees)

These persons do not necessarily need to be treated as persons with a special legal status since their work is essentially not different from "traditional" forms of employment: the contract is between the employee and the employer within a framework that can be described in traditional terms, and the only atypical feature is that the place of performance is not wholly or partly in a physical space but in a virtual one. Nevertheless, according to our current

knowledge, it can be considered "traditional"[4] in terms of the main framework of the legal relationship, even if the specific nature of the employment relationship may present particular issues (e.g. working hours) as a heightened legal risk. Therefore, these legal relationships cannot be considered platform work in the classical sense but rather similar to when employees perform their work on a digital interface (e.g. a company's internal system).

Another group can be those people whose place of work is located at a specific point in virtual space, for example, in a virtual commercial unit. (online-employees) These people no longer use the Metaverse as a mere workspace (in addition to their physical work) but as a permanent virtual workspace where they perform their activities in the environment created there, but which is also present in physical space (e.g. selling a piece of clothing or another object). In these cases, we are still talking about a legal relationship being established between the employee and an employer that exists in the physical space, only the place of work is not in the physical reality but in the virtual world, and the actual work activity must be carried out there. In this case, one of the main elements of the employment contract, the subject matter of the service, i.e. the scope of the work, must be defined by the parties in such a way as to reflect this particular form of performance. Therefore, this form of work can already be considered atypical in a certain sense, but the basic elements are not new since the contracting parties (mainly) exist in the "offline world". In, in such a case, the current instruments of labour law can still describe the legal situation since a specific definition of the place of performance must be made.

Thirdly, sooner or later, some companies (or other types of entities) will exist exclusively in virtual space (maybe even without classical, official registration) and provide jobs and payments to people working solely in the virtual space. (virtual workers) In this case, it is now unknown how an 'agreement' between such an e-employer existing exclusively in virtual space and a virtual worker (who is an avatar of a human being) can be interpreted as a contract, especially if it is very similar in nature or specific content to an employment contract. It remains to be seen shortly how the law will develop as to whether entities existing exclusively in the metaverse will be granted the status of 'legal person', i.e. whether they can have rights and obligations in virtual space, and if so, whether they can be interpreted as e-employers.

In the first two categories (semi-online employees and online employees), the contracting parties can be understood within the legal framework as we know it today. The difference between the two categories is determined by the place and manner of work, but in the third case (virtual workers), we are already faced with a situation where one party cannot be an employer as we understand it today. Still, it can be assumed that shortly these entities will acquire some form of legal personality.

For these individuals, applying labour law rules may be questionable: the nature of the work is such that traditional forms of work are unlikely to be acceptable. Still, the emerging

[4] In my view, the notion of "traditional or typical employment relationship" cannot be maintained in the long term for the current categories of workers (full-time, general working time, indefinite working hours, etc.), because in the near future they will become commonplace due to the emergence of a large number of other forms of employment (e.g. casual work, or even platform-based work).

framework for platform work[5] may provide an appropriate regulatory environment. This will be analysed further below.

In what follows, I will examine the essential elements of the contract and whether the current development of labour law is sufficient for the existing framework or whether further legal development is needed to keep up with the technology. In the course of the analysis, I will also make use of the Platform Work Directive, which has not yet been adopted but is already available in draft form, the content of which I will take as given in its current form since the legislative objective can be read in its essential elements from the text of the draft.

4. Contractual aspects of working in the Metaverse.

4.1 Who are the contracting parties – can a digital employer be created?

According to our current knowledge and the concept published so far by the developers, the introduction of Metaverse will not break up the classical employment contract relationships. Accordingly, even if someone works in a virtual space, the essential duality of labour law, namely the contractual presence of the employer and the employee, does not change since, in this case, the contract is still intended to regulate the situation where the employee works for the employer, and the employer manages the employee's work within the framework of the contract. In this context, the creator and operator of the virtual space itself do not, in principle, become a party to the contract but, at most, only provides the environment in which the work is carried out (similar to the owner of an office building who rents out the property used as a workplace). Therefore, it seems unrealistic in the short term for Metaverse to become an employer in the mainstream forms of employment or, at most, a provider of the digital workplace.

In the longer term, however, the question may also arise as to whether companies operating in virtual space (but obviously registered in the real physical world), which operate exclusively in the virtual world, can be considered employers in the Metaverse. In other words, could the removal of spatial boundaries lead to a duplication of the world of work, splitting it into work in digital and physical reality only? After all, if the creators of the Metaverse set out to create a world like ours today, where the basic rules of society apply in the same way, where digital property rights exist, etc., then it is only natural that sooner or later, the working of this space will also emerge. If this happens, is it necessary to develop separate labour law rules, or can any form of employment be managed with the proper and flexible application of the current tools?

Similarly, virtual world operators can act as employers. Indeed, it is not inconceivable that companies or organisations operating virtual worlds could define themselves as employers in virtual employment contracts and pay either a virtual salary (which is undoubtedly a consideration under the principle of digital property rights) or a traditional salary for work in a virtual space.

[5] *See* e.g., European Commission, *Proposal for a Directive of the European Parliament and of the Council on improving working conditions in platform work*, 9 December 2021, COM(2021)762 final.

4.2 How can this type of work be categorized?

Whatever the direction of technological development is, our current understanding is that working in the digital space does not fundamentally change the structure of work, there is no doubt that the concept of work will change, and the obligation of cooperation[6] may become more critical. To answer the question of the classification as platform work, it is necessary to go back to the definition in the Platform Work Directive (proposal), which states that "platform work" means work organised through a digital work platform and carried out by an individual in the EU based on a contractual relationship between the digital work platform and the individual, regardless of whether there is a contractual relationship between the individual and the recipient of the service.[7] At first sight, the definition may seem to suggest that platform-based work is very similar to metaverse work. Still, if we look at the other definitions in the Directive proposal, we have to conclude that the legislation does not apply to this form of work.

The definition of a "digital work platform" includes any natural or legal person providing a commercial service that meets all of the following requirements:

(a) is provided at least in part by electronic means, such as a website or mobile application, at a distance;

(b) provided at the request of the recipient of the service;

(c) include, as a necessary and essential element, the organisation of work carried out by individuals, whether online or at a specific location.

From the definition, two conditions are not met in the case of Metaverse: on the one hand, based on our current knowledge, it seems that the company operating the digital space provides the platform to users free of charge (although there are already initiatives to develop certain paid services), i.e. it does not primarily offer a commercial service to users but generates its revenue in other ways (typically from advertisers). But on the other hand, the requirement that the platform organises the work of individuals still needs to be met since, as we have already seen, the platform itself does not necessarily appear as an employer but only provides the digital environment for the employer and the employee.

As a result, persons working in Metaverse cannot be considered platform-based workers and will not be covered by the Directive proposal[8] even after its adoption. It may be questionable whether the principles and detailed rules in the Directive can be extended to Metaverse employment law in the future, but if so, this will require a further legislative process.

[6] Lőrincz G., *Some Issues of the Performance of the Employment Contract*, in *MunkaJog*, 3, 2020, 11.
[7] European Commission, nt. (5), Article 2, co.1, point 2.
[8] European Commission, nt. (5), Article 1, co.3. This Directive applies to digital platforms for the organisation of platform-based work in the Union, regardless of their location and the law otherwise applicable.

4.3 How and where can the employee perform? – Place of performance.

According to the current (domestic) legal literature, the place of performance is a concept distinct from the contractual workplace: while the idea of the contractual workplace refers to the space where the employee is typically required to perform the work under the employment contract, the place of performance refers to the "concrete place of de facto performance".[9] It can be assumed, however, that the place of performance in the Metaverse will not be a geographically defined area but one (or more) virtual worlds where the employee typically performs the tasks of his job (e.g. as a virtual tour guide or a salesperson in a virtual shop whose target group is in a different continent) In this case, it is essential to see the difference from the previous example. In this example, it is not the case that the employee is generating content on a specific digital platform (like a content provider or blogger in the traditional sense), but rather that the employee is performing their job duties in a virtual space. Therefore, it is questionable whether the place of performance will be where the employee actually sits or whether the virtual space itself will be given the notion of the place of performance.[10] A further question arises as to whether, if the employee does not appear in the virtual space or at another point in the virtual space, this may constitute a breach of contract concerning the place of performance and whether it is sanctionable.

It is not disputed that this scheme is very similar to the telework framework, however, due to the specificities of the digital platform, it is not entirely identical. According to the definition of the European Framework Agreement on Telework,[11] telework is understood as a concept of work organisation and work performance whereby a worker is employed under a contract of employment/employment relationship using ICT and where work that could be carried out at the employer's premises is regularly performed away from the employer's premises.

It follows from the definition and the principle of voluntariness based on it that, in principle, the parties can decide either in the employment contract or during the employment relationship to apply the rules on telework.[12] However, in the situation described in the example above, it can be seen that the company or service provider acting as the employer does not necessarily have an established place of work, i.e. the work cannot be carried out at the employer's premises, and voluntariness is not an option.

[9] *See* Bankó Z., Berke G., Kiss G., *Commentary on the Labour Code*, Wolters Kluwer, Budapest, 2017, 201; as quoted in Pál L., *The definition of the contractual workplace - the "home office" and telework*, in *Munkajog*, 2, 2018, 58.
[10] Kárpáti C., *"Home office" nowadays - The phenomenon of working from home and the problems of its widespread spread in labour law*, in *Munkajog*, 2, 2022, 27.
[11] European Trade Union Confederation, *Framework Agreement on Telework*, 16 July 2002, available at https://resourcecentre.etuc.org/sites/default/files/2020-09/Telework%202002_Framework%20Agreement%20-%20EN.pdf, accessed 27 March 2023.
[12] Tóth L., *Liability issues during telework: to what extent is the employer liable?*, in *Employment Law*, 3, 2021, 35.

4.4. What is the actual content of the performance?

In the traditional (offline) employment contract, the object of the performance was (and still is), in most cases, the activity that created a change (result) in the physical space; yet, there are, of course, also forms of work where the work itself is merely intellectual, regardless of the outcome. With the advent of the digital age, the forms of work have changed somewhat since it is not arguable that activity in the digital space can also be considered work. However, the question arises as to whether the presence or manifestations of a person's digital representation (avatar) in digital space can be considered personal work and to what extent a declaration can be considered legal. In this context, we can no longer rely either on the general framework of the employer-employee contractual relationship or the basic rules of any employment law since, in virtual space, the rules are not dictated by the legislator (and not even by the employer). Given the fact that the company operating the platform, it may be questionable how secure the authentication of the person in question is, i.e. to what extent can the avatar be considered the same as the specific employee? If the aim is to ensure that the acts performed by the avatar of a given person are legally valid, it is essential to regulate the security conditions for using the platform and to ensure that the legal declarations can be traced and preserved (within the framework of the data protection rules in force, of course).

Identity verification will therefore be an essential prerequisite for virtual work: users (workers) will have to go through a specific identity verification process, similar to the one they go through in the real world, to have their actions in virtual space legally linked to them. This may involve using personal identification documents or biometrics such as fingerprints or facial recognition scanners. Multi-factor authentication is already an available technology, which may include using passwords, biometrics or security tokens to ensure that only authorised users can access their accounts. In the future, so-called blockchain-based identification systems will become more widespread, where the identity of users is stored in a separate file to allow user data storage.

5. Future legislative challenges.

The discussion so far suggests that, even if the whole labour law framework does not change with the advent of the Metaverse, there are likely some points where the legislation will be adapted or modified to keep pace with technological developments. As we have already seen, in some cases (e.g. place or manner of performance), interpretation of the law will be necessary, but this does not necessarily require actual legislation, as either practice or case law will deal with possible conflicts. An example of this is the issue of the measurement of working time, which can be dealt with under the current rules, but the question is whether the regulations on on-call and standby duty might be clarified. The recent case law shows that "as *a general rule, the on-call time during which the worker can plan his personal and social activities, regarding the reasonable time allowed for taking up work, does not constitute 'working time' within the meaning of Directive 2003/88. By contrast, a period of availability during which the time allowed to the*

worker to take up work is limited to a few minutes must, in principle, be regarded in its entirety as 'working time' within the meaning of that directive, since in the latter case the worker is in practice significantly deterred from planning any leisure activity, even of short duration".[13] In the judgment, the court points out that, even if it does not necessarily constitute working time if it imposes only a low-intensity burden on the worker, i.e. does not significantly restrict him from attending to his private affairs, the employer must nevertheless assess this circumstance as a psychosocial risk.[14] Consequently, the employer must consider these rules when scheduling work in a virtual space.

In other cases, legislative clarifications will probably be needed, and I mention the most important of these below.

As already explained, it can be assumed that with the development of Metaverse, a whole new area of work is emerging, working in virtual space. Its specificities may require developing employment contracts tailored explicitly to virtual work to protect workers' rights in the virtual world. These could clarify the issues of working time, rest periods, how legal declarations are made and their validity, how and the scope of the right to give instructions, and the form and content of communication between the parties. A precursor to the latter issue could be, for example, the eIDAS Regulation[15] which defines and thus standardises digital signatures within the EU, which can be used to increase legal certainty. It is conceivable that, as this becomes more widespread, solutions will also appear in the world of work, making the conclusion of contracts and communication between the parties completely paperless, thus ensuring that the parties' contractual intentions are expressed electronically.

In addition to the form and content of the contract, the issue of health and safety standards in the virtual workplace will certainly arise: working in a virtual space represents a new and different psychosocial burden for workers, which needs to be addressed, as the various working arrangements alone cannot result in a lower level of protection.[16] It is also essential to prevent the health consequences of participation in virtual space, such as eye strain, motion sickness and other health problems associated with the prolonged use of VR (Virtual Reality) or AR (Augmented Reality) technology. Although the devices through which we will work/exist in the Metaverse are not yet fully developed, their safety will be governed by OHS rules, so presumably, integrating these devices into work activities will necessarily entail an OHS assessment. From an employment law perspective, it may be of interest if, for example, a worker suffers a psychological impact or stress within the Metaverse that may give rise to compensation. If this happens, it is legitimate to ask to what extent the Metaverse, or the designer of the particular environment, may be liable for the damage caused to the worker in lieu of or in addition to the employer. Are joint and several liabilities conceivable in such a case, or will the general rule that the employer is primarily liable (and generally

[13] CJEU, C-344/19, *D.J. v Radiotelevizija Slovenija*, 9 March 2021, paragraph 48.
[14] *Ibidem*, paragraphs 65 and 66.
[15] Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
[16] Tóth L., nt. (12), 42.

without regard to fault) for damages arising out of the employment relationship also apply here?[17]

The issue of equal treatment can come into focus from several angles: on the one hand, it is natural that the anti-discrimination rules generally applicable in employment law should apply equally to work in virtual spaces.[18] This places a more serious obligation on the employer to examine the virtual working environment and the work process from this point of view but also requires the operator of the virtual space to draw up its rules with due regard to the requirements of equal treatment. On the other hand, given that the basis for discrimination law is some protected characteristic, the question may arise whether a characteristic not visible in the virtual space (e.g. skin colour, disability) could be the basis for such an employee claim. To take this line of thought further, if a person's avatar has a characteristic that the actual user does not (e.g. different skin colour), should the protected characteristic be considered in relation to the avatar or the real user? Could discrimination be based on the attribute of the avatar?

This question leads us to consider whether a digital projection of a person can have independent characteristics or must necessarily have that individual's characteristics. Of course, in certain simple cases (e.g. in games or in stake-free conversations), some platforms allow us to take any form (be a robot, animal or anything else). But if we want to ascertain legal security for the legal statements in the digital space (as in the case of digital signatures), it is in the inherent interest of the security of legal transactions that the avatar follows the characteristics of its natural owner, i.e. the same gender, appearance, etc.

If the legislator follows this logic, the discrimination issues are simplified since the protected characteristic of the avatar is the same as the protected characteristic of the owner.

However, if, in the virtual space, anybody can always choose their own form (also when making a legal statement), the question of what the protected characteristic should be may legitimately arise. It is possible that the e-employer has never met the e-worker in physical reality, has never seen them and therefore does not know their (protected) characteristics. In this case, it might be obvious to handle the person (or his avatar) on the basis of the characteristics he knows, but it also raises the possibility that, for example, a white man in real life might be discriminated against because his avatar is a black woman. In this area, future legislation will need to proceed with increased caution to develop the appropriate protected characteristic.

In addition to the above, the absorptive capacity of technological progress may raise the question of how older workers (who are more complex or slower to adapt to new technologies) can participate in the Metaverse labour market. Can an employer be expected to enforce age equality in such situations unconditionally? To prevent this, virtual workers should have access to education and training programmes that prepare them for virtual work and help them develop new skills. These programmes should be accessible to all virtual workers, regardless of their background or previous experience. This is primarily an

[17] Kártyás G., *Liability for Occupational Safety and Health in EU and Hungarian Law*, in *Miskolc Legal Review*, Special Issue 1, 2022, 198.

[18] In this article, we will only briefly refer to discrimination, as my colleague Ildikó Rácz analyses this issue in more detail in her paper

expectation for employers, but this will only be achieved uniformly with public influence, so there is a case for regulating the issue, at least at the Member State level.

In addition to older workers, disabled virtual workers should have equal access to the technology and tools they need to do their jobs. In this context, virtual companies and platform providers should ensure that their virtual platforms are accessible to all users, regardless of their physical abilities.

It can be assumed from the previous that discrimination (and harassment) legislation will change somewhat, and new norms will emerge to deal with discrimination and harassment in the virtual world. These may cover issues such as cyberbullying, online hate speech and other forms of discriminatory behaviour in the virtual world.[19] As the duty is addressed to employers and virtual world operators, it is presumably incumbent on them to develop and enforce anti-discrimination policies to ensure that virtual workers are not subject to discrimination based on race, gender, sexual orientation, religion or other protected characteristics.

Another issue closely linked to equal treatment is the issue of fair pay and benefits. It is already clear from the above that in the very near future working in Metaverse does not create an entirely new legal relationship, which is completely different from the one that has existed until now. If a fully virtual legal relationship between an e-employer and an individual can be established in the future, it will be up to future legislation to work out how the discriminatory features will be determined. In general, virtual workers should also be paid fairly for their work, regardless of their residence or background. In this respect, the legislator must ensure that virtual workers who work for virtual companies can access benefits such as health care, pension savings schemes, and paid time off. The existing regulatory framework in the EU seems to address this issue, so the framework is in place. However, in the context of the principle of equal pay for work of equal value, the question arises as to whether, in the virtual space, the characteristics of a person (including their gender) can be determined at will, to which part shall be protected: the real or the virtual?

The authors mentioned in the introduction have already pointed out that the enforceability of collective labour law in Metaverse is likely a serious problem. How can workers in virtual space be enabled to form a union and bargain collectively for better working conditions, wages and benefits?[20] The question is what counts as working conditions when the performance occurs in an environment that does not exist in reality: do we include only the physical assets or the virtual environment in the working conditions? The task for the future is to develop new forms of virtual collective bargaining to enable employees to negotiate with employers in the virtual world.

Last but not least, the problem of virtual jurisdiction naturally arises. As mentioned, this issue seems to be settled in employment relationships. Still, the question of jurisdiction is, in fact, more complex since, in addition to the employer-employee relationship, there is necessarily (and constantly) the presence of the provider of the virtual world. Therefore in

[19] Hungler S., *Social Integration through Framework Agreements through Autonomous Social Dialogue*, in *Magyar Jog*, 12, 2020, 721.

[20] *See* e.g., Jakab N., *Everything is upside down - Or the old-new approach to employment and protection*, in *Miskolc Legal Review*, 4, 2022, 55.

the long term, it is not out of the question to develop a set of rules that also regulate the liability of the provider. Based on what we know now, we can see that there is a legal relationship between the employer and the employee. Both parties are users of the virtual space, which means that the contractual terms dictated by the provider will prevail in their relationship with the service provider. This is true even if the employee does not appear as an independent user but logs in through the employer. In these arrangements, it may be questionable to what extent the general terms and conditions used by the service provider can be regarded as a rule governing the employment relationship and whether a breach of these terms and conditions also constitutes a breach of an obligation arising from the employment relationship. Therefore, new legal instruments will likely be needed to regulate the virtual division of labour. New international treaties or agreements must be developed to address jurisdictional issues and protect workers' rights in the virtual world.

6. Summary.

In this study, I have explored the forms and possible challenges of working in the Metaverse, primarily to examine whether labour law with its current instruments is suitable to deal with this expectedly rapidly expanding and relatively new form of employment or whether additional rules may need to be adopted and applied. During the analysis, I also looked at the identity of the parties to the contract, its content and form, and the problems encountered in its performance. The overall conclusion is that the existing instruments of labour law are more or less adequate to deal with the new technology and that the advent of Metaverse is not expected to change the legal structure completely. Nevertheless, there are several areas where the expectations already placed on employers mean that they will have an increased burden in introducing new technology, as they will have to design the framework of work in such a way as to ensure that employees are protected. Furthermore, it is not yet possible to predict whether the traditional concepts of employment law (place of performance, availability, making and effect of a declaration) will remain unchanged in form and content for persons working exclusively in the metaverse or whether they will change because of the particular form of employment.

The requirement of equal treatment is expected to be enriched with new concepts. The presence, appearance and possible violations in virtual space will be examined and incorporated into the current rules, although obvious, but not automatic. Case law is expected to develop the solution in this area.

In conclusion, humanity has experienced several industrial-technological leaps in its development, which changes have inevitably followed in legal norms. The emergence of Metaverse is part of this series so that labour law will also react to technological changes, hopefully maintaining the progress made so far.

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