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LEGALITY OF SHOPEE PAYLATER PAYMENTS FOR SHOPEE PLATFORM E-COMMERCE TRANSACTIONS IN CONVENTIONAL LAW

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Abstract

Shopee is an application engaged in online sales or e-commerce that can be accessed easily using a smartphone. Shopee paylater is a buy now pay later method provided by the Shopee platform that allows consumers to pay for a transaction at a later date, either in one payment or in installments. The research method used is qualitative descriptive research with a normative juridical approach. The legal review of shopee paylater transactions on the shopee application as internet-based technology financing for the convenience of remote electronic transactions is contained in Articles 1313, 1320, 1338 and Article 1365 of the Civil Code. To protect the interests of consumers who use shopee paylater in the shopee application, it is regulated in Articles 4, 6, 7 and Article 62 of Law Number: 8 of 1999 concerning Consumer Protection. In the Electronic and Transaction Information Law, the protection of consumer interests of shopee paylater users is regulated in Article 18 paragraph 1 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Electronic Information and Transactions.

Keywords: Shopee, Shopee paylater, Civil Code.

INTRODUCTION

Indonesia is one of the countries that is experiencing the impact of the rapid development of technological progress in the era of globalization so that everything can be done in an easy and practical way. One of them is the emergence of e-commerce (electronic commerce) (Fitriyani et al., 2022). With internet-based technology providing opportunities for the development of e-commerce companies, various platforms have emerged that provide daily needs online (Canestren & Saputri, 2019).

With the commercialization of the internet in the early 1990s, and its very rapid growth to reach millions of potential customers, the term electronic commerce (e-commerce) emerged (Widagdo, 2016). Along with developments in the current digital era, technology is now starting to experience very rapid development and progress, this is due to help from the internet (Khasanah & Ridwan, 2022). Online buying and selling has become a trend today. Due to the current existence of internet technology which not only has consequences on lifestyle but also changes the behavior of each individual (Syaifuddin et al., 2022). With easy access to information and the desire for entertainment and other activities, many platforms have emerged related to buying and selling services and are usually called online businesses. Not only does it follow current trends, but it also aims to provide convenience for business people and consumers (Arianti et al., 2023).

One of the marketplaces that is currently on the rise in Indonesia is Shopee. Shopee entered the Indonesian market at the end of May 2015 and Shopee only started operating at the end of June 2015 in Indonesia (Mulyanti & Widyowati, 2023). Shopee provides convenience by offering buy now pay later shopping using Shopee PayLater. Apart from that, the credit application process is also easy, namely just using a photo of yourself and a photo of your identity card (KTP) (F. A. Putri & Iriani, 2020). Shopee provides convenience in the payment transaction system for product purchases, with online loans called shopee paylater (Permata & Haryanto, 2022). Just by clicking on the model or name of the desired item, lots of desired items will appear and at various prices, this is very helpful for consumers (Ubaidillah, 2020). The existence of this paylater invites people to purchase goods using a delayed payment system or credit system. One of them is realized in the use of the Shopee PayLater application (Ananda, 2022).

Shopee PayLater can be enjoyed by Shopee application users to carry out transactions in the application (Panjalu & Mirati, 2022). Shopee Paylater users use this payment feature as a source of interest, preferences and fulfillment of needs regarding online shopping which triggers trust in Shopee Paylater users (SARI, 2023). Shopee paylater is now increasingly popular because it provides convenience in online shopping, namely "pay later" (Sarihim & Leo Alexander Tambunan, 2022). In essence, Shopee Pay Later is information technology-based financing provided by a third party, where the money from technology-based financing is on credit via the Shopee application (Fitria et al., 2023).

If the millennial generation also has a high lifestyle, it will encourage the millennial generation to behave consumptively (Rahmawati & Mirati, 2022). Using Shopee PayLater is similar to a credit card, where Shopee users can make buying and selling transactions first, then they will be paid at the due date in the following month. The difference is, Shopee PayLater does not have an annual fee. This feature makes it easier for Shopee users to shop without hassle and offers installments over various time periods (Gita Lestari & Rudy, 2022). User satisfaction with the Shopee PayLater feature can increase if consumers find it easy to make transactions. User satisfaction with the Shopee PayLater feature also increases if the company maintains the trust of its users (Riset et al., 2024). Shopee paylater is also the most recognized platform. Detailed data can be seen in the graph below:



Gambar 1. Jumlah pengguna, frekuensi penggunaan, dan tingkat kesadaran akan layanan *paylater* pada tahun 2023.

In online trading regulations, contracts made in writing or online are subject to Articles 1313, 1320 and Article 1338 of the Civil Code (Fadilah, 2021). In Article 378 of the Criminal Code, both online and conventional fraud can be treated the same as conventional offenses regulated in the Criminal Code (KUHP) (Amelia, 2023). With all the convenience it offers, it can create a feeling of addiction for its users. If not used wisely, the presence of Shopee PayLater can actually backfire. So it is important for users to pay attention to the priority scale of an item before buying it.

Law Number: 8 of 1999 concerning Consumer Protection (UUPK) aims to create a consumer protection system that contains elements of legal certainty (Muhammad Fahad, 2023). Therefore, talking about consumer protection means questioning guarantees or certainty regarding the fulfillment of consumer rights (Nurhanim & Toni, 2023). If one party does not fulfill the agreement, it can be considered a breach of promise or default. Thus, e-commerce transactions have legal consequences that regulate the rights and obligations between business actors and consumers (Rusmawati, 2015). However, the 1999 UUPK only regulates consumer rights and obligations which are still limited to trade carried out conventionally (Khisom, 2019) and not all legal subjects can carry out legal actions (Suadi et al., 2021). Obligations and rights in e-commerce transactions are regulated in Law Number: 8 of 1999 concerning Consumer Protection.

Discussions on protecting consumer interests are regulated in Article 18 paragraph 1 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning

Electronic Information and Transactions. Article 18 paragraph 1 of the ITE Law states that electronic contracts must have the same legal force as conventional contracts (Atikah, 2019). Shopee paylater transactions on the Shopee application as online trading in the form of online/digital contracts/agreements can be reviewed in normative juridical legal reviews through various applicable laws and regulations. Based on the things that the author has described above, this is the background for the author to research the research entitled "Legality of Shopee Paylater Payments for Shopee Platform E-Commerce Transactions in Conventional Law".

RESEARCH METHOD

Research methods explain in detail how research is conducted. The research method used is qualitative descriptive research with a normative juridical approach. Descriptive research is research that attempts to describe an event or events that occur directly, real, realistic, actual. Research regarding the legal review of Shopee paylater transactions on the Shopee application as internet-based technology financing for easy long-distance electronic transactions was carried out using qualitative descriptive research with a normative juridical approach. The data collection technique or instrument used is library research by studying various books as literature, official documents, statutory regulations, results of previous research, and other library sources related to the problem. researched (Soekanto, 2010).

The aim of descriptive research is to create statements, descriptions, systematically, accurately and based on facts, relating to the facts, characteristics and relationships between the phenomena being studied. In qualitative research, data collection is usually carried out by observation, interviews, and documentation of research activities. Can also use sources such as documents, book sources, valid and reliable records. Research activities have supporters, such as selecting informants, recording the data collected.

This research uses a normative juridical legal research approach which uses data collection techniques consisting of literature studies which are guided by primary, secondary and tertiary legal materials and then analyzed (Septiani & Zuhdy, 2020). This research aims to find out the legal rules related to shopee paylater transactions on the shopee application. Transactions via cyberspace or e-commerce are permitted if they do not contain elements that could be damaging such as fraud or cheating (Santoso, 2016). The purpose of this research is to determine the position of Shopee paylater transactions on the Shopee application as internet-based technology financing for easy long-distance electronic transactions and Shopee paylater transactions on the Shopee application in terms of the Civil Code, Law Number: 8 of 1999 concerning Consumer Protection and Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Electronic Information and Transactions.

DISCUSS AND ANALYSIS

The Position of Shopee Paylater Transactions in the Shopee Application as Internet-Based Technology Financing for Ease of Long Distance Electronic Transactions

Shopee entered the Indonesian market at the end of May 2015 and Shopee only started operating at the end of June 2015 in Indonesia. Shopee is a subsidiary of Garena which is based in Singapore. Shopee provides convenience in the payment transaction system for product purchases, with online loans called shopee paylater (Mulyanti & Widyowati, 2023). The advantage of Shopee Paylater is that you can make loans instantly with very minimal interest and handling fees. Shopee paylater is a buy now pay later method provided by the Shopee platform which allows consumers to pay for a transaction at a later date, either in one payment or in installments. The paylater feature, which is relatively new in 2017, means that many people don't look at this feature, because some people feel that they will be charged high interest rates and that there is a non-transparent system behind it.

Shopee entered the Indonesian market at the end of May 2015 and Shopee only started operating at the end of June 2015 in Indonesia. Shopee is a subsidiary of Garena which is based in Singapore. Shopee provides convenience in the payment transaction system for product purchases, with online loans called shopee paylater (Mulyanti & Widyowati, 2023). The advantage of Shopee Paylater is that you can make loans instantly with very minimal interest and handling fees. Shopee paylater is a buy now pay later method provided by the Shopee platform which allows consumers to pay for a transaction at a later date, either in one payment or in installments. The paylater feature, which is relatively new in 2017, means that many people don't look at this feature, because some people feel that they will be charged high interest rates and that there is a non-transparent system behind it.

Early in 2018, the general public has gained access to a new mode of financial transactions known as shopee paylater. Shopee paylater is the only product in the paylater category owned by an e-commerce company (in this case Shopee). Shopee and PT Lentera Dana Nusantara, which are registered and supervised by the OJK, have worked together to create the Shopee PayLater service. In order for consumers to take advantage of the shopee paylater function, they must first activate the shopee paylater option in the shopee program and fulfill all the requirements outlined. The loan limit will be immediately provided to the user if it is determined that the user meets all the requirements. This credit limit is limited to purchases made through the Shopee application and cannot be changed under any circumstances (S. E. Putri et al., 2023).

Register shopee to activate shopee paylater. After Shopee Paylater has been successfully activated, users can use Shopee Paylater to shop and users can pay for their purchases according to the chosen tempo. Bill payments can be made by transferring via ATM, I-Banking, M-Banking or paying via minimarkets such as Indomart, Alfamart (Siliwadi, 2022). Indeed, Shopee Paylater seems easy, but behind this convenience we are advised to understand the risks that may occur. It could be said that this feature is a teaser in the current millennial era. Therefore, we or users of this feature must be careful and protect ourselves from the risk of getting into debt. Shopee paylater implements a peer-to-peer lending system that brings together lenders and borrowers via the internet. Peer-to-peer lending provides a credit and risk control tool. The platform helps lenders and borrowers meet their individual needs and results in cost-effective money management. The presence of Shopee Paylater in the Shopee application has attracted the interest of many consumers who want to try online transactions using this method (Risukmasari, 2024).

Shopee Paylater Transactions on the Shopee Application are Reviewed from the Civil Code, Law Number: 8 of 1999 concerning Consumer Protection and Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Information and Transactions Electronic

Article 1313 of the Civil Code reads "An agreement is an act by which one or more people bind themselves to one or more other people". Agreements consist of various types, such as named agreements (*nominaat*) and unnamed agreements (*innominaat*). A named agreement is an agreement that is regulated and named by the legislator, while an unnamed agreement is an agreement that is not regulated in the Civil Code but exists in society. One of the nameless agreements that is often encountered in society is a credit agreement. One e-commerce company that offers credit is Shopee. Shopee offers credit in the form of funds called shopee paylater (Firdaus & Toto Tohir Suriaatmadja, 2023).

An agreement is an act by which one or more people bind themselves to one or more other people. The Civil Code regulates the definition of an agreement. Apart from the definition of agreement in the Civil Code, the conditions for the validity of an agreement are also regulated in Article 1320 of the Civil Code. The conditions for the validity of an agreement are:

- a. Those who bind themselves agree;
- b. Ability to create an engagement;
- c. A lawful cause;

d. A certain thing.

Based on the terms of the validity of an agreement, in general the transactions that occur between shopeepaylater and consumers as debtors have fulfilled the terms of the validity of the agreement as regulated in Article 1320 of the Civil Code. Apart from that, it also includes the application of agreement principles in implementing the electronic money lending and borrowing agreement. Such as the application of the principle of freedom of contract in the standard shopee paylater clauses as normatively contained in the provisions of Article 1338 of the Civil Code. Article 1338 of the Civil Code reads "All agreements made legally are valid as law for those who make them".

Furthermore, the application of the principle of consensualism can also be seen in the consumer's agreement as a debtor to the terms and conditions proposed by the shopee paylater in the process of applying for a capital loan. Apart from that, it also includes the application of the principle of agreement in implementing the electronic money lending agreement. Such as the application of the principle of freedom of contract in the standard shopee paylater clause as normatively contained in the provisions of Article 1338 of the Civil Code. Furthermore, the application of the principle of consensualism can also be seen in the consumer's agreement as a debtor to the terms and conditions proposed by the shopee paylater in the process of applying for a capital loan (Qarani & Suminar, 2022).

Article 1365 of the Civil Code states "Every act that violates the law and causes loss to another person, requires the person whose fault it was to cause the loss, to compensate for the loss." Based on Article 1365 of the Civil Code, the parties involved in a legal relationship also have legal responsibilities to each other. If a user in the Shopee Paylater financing agreement violates the provisions stated in the agreement, then that party must pay according to the provisions.

The electronic-based money lending and borrowing agreement in shopee paylater transactions on the shopee application is the obligation of each party to fulfill their respective achievements as regulated in the contents of the agreement agreed upon by both parties. Fulfilling these achievements is part of efforts to fulfill the principle of good faith contained in the Civil Code. On the other hand, if the implementation of the performance agreement is not in accordance with the contents of the agreement or is not even fulfilled at all, it could result in a default or broken promise. Regarding the achievement itself, in relation to Shopee Paylater as a creditor or business actor who provides loan services to debtors.

In general, Shopee Paylater's achievement in implementing money lending and borrowing agreements is by forming standard clauses unilaterally but still not in conflict with statutory regulations. Several articles in the Consumer Protection Law regulate standard clauses that can be used by business actors. Apart from that, normatively, shopee paylater as a business actor has certain rights and obligations as regulated in the provisions of Article 6 and Article 7 of Law Number: 8 of 1999 concerning Consumer Protection. However, despite this, because one of the risks or losses from electronically borrowing and borrowing funds is default, this is also what Shopee Paylater experiences as a creditor. The parties are bound to fulfill each other's rights and obligations in accordance with the financing agreement based on the agreement. In accordance with the provisions contained in Article 4 and Article 62 of Law Number: 8 of 1999 concerning Consumer Protection, Shopee is responsible for protecting its consumers (Safa Meidiosa & Lolita Permanasari, 2023).

Article 1 Number 4 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Information and Electronic Transactions explains that information technology is a method for collecting, preparing, storing, processing, analyzing or disseminating information. An electronic file is any information or information that is created, distributed, sent, transferred, received, and/or stored as electronic information in digital, analog, electromagnetic, or similar form, whether it can be viewed, seen, and/or heard via a computer device. or an

electronic system that can be understood by others.

Article 18 paragraph 1 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Electronic Information and Transactions states that electronic contracts must have the same legal force as conventional contracts. Electronic contracts based on the ITE Law are valid legal evidence, because electronic information and/or electronic documents are an extension of legal evidence in accordance with the procedural law in force in Indonesia. Electronic contracts in money lending and borrowing services on Shopee Paylater are reviewed from Indonesian law. Shopee paylater is a sale and purchase agreement that requires goods first and payment later. Electronic contract/agreement between the shopee application and shopee paylater users.

In carrying out digital business transaction activities, of course it is regulated to require a mutual agreement called a digital agreement. Article 1 Number 17 of Law Number: 19 of 2016 states that digital contracts or agreements are agreements made using an electronic system between buyers, sellers and providers of electronic services and electronic transactions. Article 26 Paragraph (1) is that all information that includes privacy data on the use of electronic media must take into account the individuals involved. Personal data is the right to privacy (privacy right) which includes the individual's freedom to carry out activities with a feeling of security and without pressure or other threats that disturb his or her privacy, as well as the right to control personal information in the operation of information systems. If the individual who has personal information objects to the violation of his or her privacy, in accordance with the provisions in Article 26 Paragraph (2), then the person concerned has the right to file a lawsuit for the loss legally.

Electronic contracts on the Shopee application can be categorized as an agreement with the threat of punishment, because if the business actor does not fulfill his obligations then the consumer has the right to receive compensation for losses resulting from the business actor being negligent in carrying out his obligations, and vice versa if the consumer does not fulfill his obligations based on the rules in the electronic contract (Salsabila & Ispriyarso, 2023).

CLOSURE

Conclusion

Shopee is an application that operates in the field of online sales or e-commerce which can be accessed easily using a smartphone. Shopee paylater is a payment method provided by PT Commerce Finance in the Shopee application which makes it easier for customers to buy their needs and pay for them the following month, which can be done using the installment method over several months. Shopee paylater is a buy now, pay later payment method. The legal review of shopee paylater transactions on the shopee application as internet-based technology financing for easy long-distance electronic transactions is contained in Articles 1313, 1320, 1338 and Article 1365 of the Civil Code. To protect the interests of consumers who use Shopee PayLater on the Shopee application, it is regulated in Articles 4, 6, 7 and Article 62 of Law Number: 8 of 1999 concerning Consumer Protection. In the ITE Law, protection of the interests of consumers using Shopee Paylater is regulated in Article 18 paragraph 1 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Electronic Information and Transactions.

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