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Juridical Analysis Of Credit Agreements With Shopee Paylater

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Abstract : Technological developments have an impact on today's business world. Shopee is an online buying and selling application with payment methods made online, namely through the shopee paylater feature or what can be called an online credit agreement. However, there are several cases of default on credit agreements made through the shopee paylater feature. The purpose of this study is to analyze the form and legitimacy of the shopee paylater and settlement of default cases that occur in credit agreements through the shopee paylater. The research method used is normative juridical. The results of the study show that the form of the shopee paylater credit agreement is a standard form of agreement and has legal validity based on the Civil Code. Then the standard agreement is also an implementation of the principle of contractual freedom. If there is a default case in the credit agreement through the shopee paylater, it can be resolved through litigation and non-litigation.

Keywords: *Credit, Agreement, Shopee*

INTRODUCTION

Technological progress is very close to people's lives. It is very easy for people to get any information from anywhere. This is due to advances in technology causing rapid access to information.¹ Advances in Information and Communication Technology have shown remarkable progress. Many things in the realm of life that take advantage advances in Information and Communication Technology Alone. Situation where technology can change things that might not be possible happened in the real world. Therefore it continues to grow

¹ Hendro Setyo Wahyudi, Mita Puspita Sukmasari. (2014). Teknologi Kehidupan Masyarakat, Jurnal Analisa Sosiologi, 3(1), 13.

and develop until the emergence of various other electronic devices, with the invention of various simple devices, from telephones based on analog signals to telephones at first. Until finally the technology integrated with each other. existing communication technology is the answer to the times. This matter because the more advanced human civilization it will be technology is also developing to match the structure of human civilization itself.²

Technological developments provide many changes and shifts in life. Technological developments also make life seem limitless. These technological developments also contribute to developments in the business world. Technological developments make the business world very easy, one of which is facilitating transactions and payments. In the past, all transactions had to be carried out face-to-face, but with technological developments, transactions could only be made via a computer and telecommunication.³

Current technological advances have an influence to facilitate deployment various information and can contribute to improving individual lifestyles. Progress technology is an interesting thing, so that an individual will continue to follow lifestyle development through technology, one of the online media that is easy to access. This is according to research by the British Merchant Machine Institute, which has revealed 10 countries that are the fastest growing e-commerce in the world. Where in Indonesia in 2018 reached 78% e-commerce growth in the form of more than 100 million users Internet. Indonesian people spend their money with an average of 3.19 million per person. The number of people with a total of 11.9% of people spend their money have in buying shoes and clothes as well as as much as 10% of people spend the money for health and beauty.⁴

The rate of economic growth in Indonesia currently reaches 5.02 percent (5.02%) which means that economic growth is more advanced than the previous year. This data is presented by the Central Bureau of Statistics (BPS), namely the growth of Gross Domestic Product (GDP) or Indonesia's economic growth during 2021 (Central Bureau of Statistics, 2021). Growth The increasing economy has had a significant impact on life, one of which is power individual consumption increases.⁵

E-commerce is an application that is used to carry out all buying and selling activities online on line. In addition, e-commerce can also market, promote, while for Purchase payments can be made via bank transfer, and for delivery Products are made using delivery services such as JNE, JNT and others. At the moment E-commerce is growing rapidly,

² Ardy Wirasaputra, Fikri Riduan, Pramudhya, Riyan, Zulkahfi, Widyah Noviana. (2022). Dampak Dari Perkembangan Teknologi Informasi dan Komunikasi, *Jurnal Kreativitas Mahasiswa Informatika*, 3(2), 206.

³ Lathifah Hanim. (2011). Pengaruh Perkembangan Teknologi Informasi Terhadap Keabsahan Perjanjian Dalam Perdagangan Secara Elektronik (E-Commerce) Di Era Globalisasi, *Jurnal Dinamika Hukum*, 11(2),60.

⁴ Widowati, H. (2019). Indonesia Jadi Negara dengan Pertumbuhan E-commerce Tercepat di Dunia. <https://databoks.katadata.co.id/datapublish/2019/04/25/indonesia-jadi-negara-dengan-pertumbuhan-e-commerce-tercepat-di-dunia>

⁵ Maulida Azizah, Muhammad Aswad. (2022). Pengaruh Belanja Online Pada E-Commerce Shopee Terhadap Perilaku Konsumtif Generasi Millennial di Blitar, *Jurnal Cendekia Ilmiah*, 1(4), 430.

because almost all needs can be traded online those platforms. Countries that use E-commerce for buying and selling activities are wrong one of them is Indonesia, this can be seen by the rise of buying and selling sites online online stores that are starting to emerge, such as Tokopedia, Lazada, Blibli, Bukalapak, Shopee and there are many others.

Shopee is one of the first marketplaces run by Garena, which is currently changing its name to SEA Group. Garena himself carries mobile marketplace C2C (customer to customer) business. In December 2015 shopee officially introduced in Indonesia under the auspices of PT Shopee International Indonesia. There are many variations of the products offered on the Shopee marketplace, including products Beauty, Men's Clothing, Women's Clothing, Mobile & Accessories, Computers & Accesories, Home Appliances, Electronics, Food & Beverages, Credit, Bills & Tickets, Muslim Fashion, Baby & Kids Fashion, Mother & Baby, Men & Women Bags, Health, Photography, Sports, Vouchers, Books & Stationery, Sundries, Women & Men's Shoes, Souvenirs & Parties, Watches, Hobbies & Collections, and many more.⁶

Shopee also has a cashless payment feature. Trending marketing strategy for consumers today i.e. transact with use the cashless payment method. Method cashless payments are packaged as payments which is done in the next month so cashless payment methods can also be called as paylater. Paylater Shopee is wrong a paylater provider that can be used to pay for certain products.⁷

The pay later or paylater feature is increasingly in demand by consumers in Indonesia. From the results of a survey by the Research Institute of Socio-Economic Development (RISED), consumers mostly use this feature on Shopee. The amount reached 52.06%.⁸ The problem that arises from this shopee paylater is the shopee paylater user defaults such as delays in paying bills so they have to pay a predetermined fine amount of 5% of the total bill. And there is a record if the delay in payment will be recorded by SLIK OJK. Then when compared with several previous studies, there are several studies that specifically discuss shopee paylater. However, the legal review used is using the perspective of Islamic law. Then there is also similar research regarding shopee paylater, but specifically discussing it from the perspective of a standard agreement. Therefore, the update in this study is to specifically discuss the legal phenomena that occur in shopee paylaters from the perspective of the Civil Code. Based on this background, there are 2 (two) problem formulations discussed in this study. First, what is the form of a credit agreement through the shopee paylater feature? Second, how to resolve cases of default on credit agreements made through shopee paylater?

⁶ Eka Septiana Sulistiyawati, Anna Widayani. (2020). Marketplace Shopee Sebagai Media Promosi Penjualan UMKM di Kota Blitar, *Jurnal Pemasaran Kompetitif*, 4(1), 135.

⁷ Elpa Julita, Idwal, Herlina Yustati. (2022). Pengaruh Penggunaan Shopee Paylater Terhadap Perilaku Konsumtif Mahasiswa Muslim, *Jurnal Ilmiah Ekonomi Islam*, 8(3), 2953.

⁸ <https://databoks.katadata.co.id/datapublish/2021/02/15/konsumen-paling-banyak-pakai-paylater-di-shopee>

RESEARCH METHODS

The research method used in this paper is normative juridical. Therefore, the study used is a literature study. In answering the formulation of the problem in this study is to use a juridical basis.⁹ This research applies the type of normative juridical research, namely "legal research to find legal principles, legal principles, and legal doctrines to address the legal issues at hand. Normative legal research is conducted to seeking solutions to existing legal issues." The data source used comes from library research¹⁰ and primary legal materials in the form of the Civil Code.

DISCUSSION

1. Form and Validity of a Credit Agreement Through The Shopee Paylater

In this sophisticated era, the development of the digital economy makes various transactions easier. There is no need to pay for products purchased in cash, you can also use paylater as a payment method. This paylater payment system is actually not something new. The term paylater is often known as the credit system. Currently, the payment method using paylater is increasingly popular among the public because of its convenience in various types of transactions. What's more, with the promos and cashback provided by paylater service providers.

The PayLater feature is getting more and more popular, because of the features PayLater payments can be used for pay 'later' various kinds of transactions start from daily necessities such as online shopping to pay for traveling needs, such as buying tickets flights, book hotels and fill in internet data packages. This PayLater application have the same function and benefits just like a credit card. The main concept of the feature the current payment is 'Buy now pay Later'. Communities are encouraged to be able to fulfill all wants and needs like shopping for everything needs to traveling here and there without having to waiting or have sufficient funds, cause now there is a digital credit card installment feature namely PayLater. In a way, now the PayLater feature is becoming payment alternative favored by the public.¹¹

⁹ Xavier Nugraha, Krisna Angela, Natasha, Amilah Fadhlina. (2022). Optimization of Environmental and Defense of the New Capital City 'Nusantara' Based on Pancasila and SDGs, *Journal of Judicial Review*, 24(2), 184. DOI: <http://dx.doi.org/10.37253/jjr.v24i2.7214>

¹⁰ David Tan. (2021). Metode Penelitian Hukum: Mengupas dan Mengulas Metodologi Dalam Menyelenggarakan Penelitian Hukum, *Nusantara Jurnal Ilmu Pengetahuan Sosial*, 8(8), 2463. DOI: <http://dx.doi.org/10.31604/jips.v8i8.2021.2463-2478>.

¹¹ Hadijah, S. (2019, Oktober). Aplikasi Layanan PayLater Makin Diminati, Yuk Cek Keuntungan dan Kerugiannya -. *Cermati.Com*.<https://www.cermati.com/artikel/aplikasi-layanan-pay-later-makin-diminati-yuk-cek-keuntungan-dan-kerugiannya>

According to Aristanti, there are several the advantages of PayLater as an alternative most popular payment method millennials, in addition to convenience and practicality as follows:¹²

- a. The process is faster and more practical Payment method 'buy now, pay later' very practical to use, especially when there is urgent needs. For example, like when old date, we need transportation fee and daily meal costs. Or, other needs that arise before payday. Besides that, features This can also be used as an alternative transaction for Get loan funds faster when you need additional funds for your needs other. This feature offers light conditions for those who want to register. The activation process also tend to be faster and easier when compared to filing a credit card on conventional banks or maybe Islamic banks.
- b. Various Tenors (Some Up to 1 Year) Choice of tenor or payment term as well can be adjusted to your wishes and ability of consumers (buyers). As for variations PayLater tenors in various e-commerce as well as e-wallet, starting from 1 month to 12 months. The shorter the tenor chosen, the maybe the smaller the flowers. Even for some e-commerce only charge interest 1% for those who choose a 1-month tenor.
- c. Many Interesting Promos. The more widespread the development of the PayLater feature, more and more companies are giving attractive promos for users who use features while shopping. So that, the existence of this promo is also one the reason why many people are tempted use this payment method.

Agreement is a term often used by the community. Based on Gatot Supramono's view, credit agreements consist of replacement loan agreements and special agreements, because they contain specificities where the creditor is a bank and the object of the agreement is money (generally regulated by Civil Code), along with the development of the times, existing credit also experienced development. Moment This credit can not only be done at the Bank, but can also be done via e- trading. E-Commerce is a transaction based on data processing and transmission electronic. One e-commerce company that offers credit is Shopee.co.id. Shopee is an e-commerce platform launched in 2015 under the auspices of SEA Singapore based group. Shopee Indonesia always strives to provide the best service to Shopee users. One of the activities that use the agreement is a credit transaction through Shopeepaylater . Shopeepaylater is a feature presented by the marketplace Shopee to consumers to make purchases using the loaned bailout funds previously by Shopee and paid for at the time specified in accordance with the terms and conditions applicable provision. Please note that consumers who have passed the stage submission and activation as well as using Shopeepaylater in credit transactions declared to have agreed to the terms and

¹² Iin Emy Prastiwi, Tira Nur Fitria. (2021). Konsep Paylater Online Shopping dalam Pandangan Ekonomi Islam, Jurnal Ilmiah Ekonomi Islam, 7(01), 2.

conditions provided by Shopee. This matter indicates that consumers also agree to credit agreements that arise between parties Shopee and those consumers.¹³

Credit agreements that occur in Shopee paylater transactions with consumers based on the analysis of Article 1313 of the Civil Code it is known that it is not contradictory with the laws and regulations as in accordance with the elements of the agreement in Article 1313 of the Civil Code there are parties, there is an agreement between the two parties parties, there are goals to be achieved, there are certain forms, and there are terms and conditions. The credit agreement in the Shopee paylater transaction is an electronic agreement made via the internet. Nonetheless, this credit agreement is valid as Article 1320 of the Civil Code. Referring to Article 1320 of the Civil Code of the agreement credit that occurs in Shopee paylater transactions according to the terms of the legal agreement as Article 1320 of the Civil Code. Credit agreements that arise in these transactions are standard agreements. Can It is said to be a standard agreement because the existing terms and conditions have been unilaterally regulated by the agreement giver.

The Civil Code states that there is one principle in the agreement, namely the principle of freedom of contract. This principle has legal force because it is regulated in the Civil Code. This principle means parties are given the freedom to make the desired form of contract as long as it does not conflict with the applicable laws and regulations. Therefore, referring to this principle, a standard agreement does not conflict with the principle of freedom of contract because the parties are free to make their own agreements, including making standard agreements. The concept in this standard agreement is take it or leave it. If the party agrees to the standard agreement then the standard agreement will be continued, otherwise if the party does not agree then it does not need to be continued.¹⁴

In making a shopee paylater agreement, the form of agreement used is: electronic agreements, in the world of information technology, forms of electronic agreements are known with the so-called click-wrap agreement. In simple terms, to determine the agreement in an e-contract when the party receiving the offer clicks on the part approval (agreement). One of the contents of the standard agreement specified in the provisions made by the parties Shopee, namely the provisions regarding interest, the interest specified in the shopee paylater agreement of 2.95% for installment periods of 3, 6 and 12 months. As for borrowing money accompanied by interest is justified according to law, this is based on provisions. The Fourth Part of the Civil Code which is regulated in article 1765. Article 1766, article 1767, article 1768 and article 1769 of the Civil Code.¹⁵

¹³ Rizki Amelia Firdaus, Toto Tohir Suriaatmadja. (2023). Perjanjian Kredit secara Online dengan Fitur Paylater Berdasarkan Kitab Undang-Undang Hukum Perdata, Bandung Conference Series Law Studies, 3(1), 540. DOI: <https://doi.org/10.29313/bcsls.v3i1.5046>

¹⁴ Agustianto. (2022). An Exoneration Clause in Standard Agreements: Problems in Consumer Protection, Jurnal Pandecta, 17(1), 132. DOI: <http://dx.doi.org/10.15294/pandecta.v17i1.35401>

¹⁵ Elinda Sari. (2022). Keabsahan Perjanjian Kredit Dengan Fitur Shopee Paylater Pada Aplikasi Shopee (Studi Perbandingan KUHPerdata dan Hukum Islam), Jurnal Private Law Fakultas Hukum

2. Settlement of Credit Agreement Default Cases Through Shopee Paylater

According to the Law Dictionary, "default is negligence, negligence, default, and not carrying out its obligations in the agreement". "Default is a condition due to negligence or mistakes, so that the debtor cannot carry out the performance as stated stipulated in the agreement, this was done consciously not because of forced circumstances, so that default is non-fulfillment or negligence in carrying out the obligations accordingly specified in the agreement made between the parties themselves, namely the creditor with debtor".¹⁶

Default has a close relationship with subpoenas. Summons are regulated in Article 1238 and Article 1243 of the Civil Code. Default occurs when the debtor is declared negligent responsibility, or is unable to prove that he has defaulted on the beyond his fault or due to force majeure. Default (negligence or negligence) of a debtor can be of 4 (four) types:

- a. Did not perform the feat he had agreed to;
- b. Carrying out achievements, but not as promised;
- c. Carry out achievements but not on time (late);
- d. Do something that according to the agreement is not allowed to be done

Default on the shopee paylater made by the loan recipient means a dispute caused by the non-fulfillment of a matter has been agreed as the agreement that has been made. When it happens disputes in paylater services can then be resolved by means of litigation and non-litigation. As for the methods taken to sue responsibility for fulfilling achievements to paylater consumers includes:

- a. Orally by telephone or short message media.
- b. Written via email, facsimile, page (website).

In the settlement of defaults on shopee pay later, the shopee does not carry out litigation and litigation settlements. Default type what often happens is that users don't make bill payments from the expired Shopee Pay Later. As for the consequences if consumers do not carry out their obligations that are carried out by the shopee party for free internally as follows:¹⁷

- a. There is a late payment notification to the shopee feature user account pay later.
- b. Users will be contacted via telephone number or whatsapp
- c. Registered users of the Shopee Pay Later feature.
- d. The debtor cannot use the pay later payment method until the bill is paid off.
- e. Can reduce the Shopee pay later limit on the user's account.
- f. The user's shopee account will be frozen.
- g. This late payment will be recorded in the OJK SLIK.
- h. The parties as the organizer of the payment system will carry out field billing.

Universitas Mataram, 2(3), 545.

¹⁶ Alyani Mahfuzh, Kholis Roisah. (2021). Wanprestasi Dalam Perjanjian Jual Beli Kios (Studi Kasus Putusan Pengadilan Negeri Kupang Nomor 18/PDT.G/2016/PN.KPG), Jurnal Notarius, 14(2), 687.

¹⁷ Linda Kurnia, Kartika Dewi Irianto, Mahlil Adriaman. (2023). Wanprestasi Pada Perjanjian Kredit di Aplikasi Shopee Paylater, Sakata Law Journal,1(1), 81.

In addition to internal settlement by the shopee, users who defaults also receive administrative sanctions, namely a fine of 5% of loan totals. In addition, late payments are also recorded in the SLIK OJK which will make it difficult to apply for conventional credit. Party Shopee takes internal solutions due to the large number of cases defaults committed by shopee pay later users so that, if taken the method of settlement of litigation and non-litigation will cause the amount many disputes in court which will result in time difficulties and fees from shopee for handling this default case.

CONCLUSION

Technological developments have many influences on all aspects of human life, including business development. Shopee is one of the buying and selling marketplaces that is done online. Marketing and payment methods are also carried out online. One of the payment methods is using the Shopee Paylater feature. Shopee paylater is a form of credit agreement carried out in the form of a standard agreement. The validity of standard agreements is recognized and regulated in the Civil Code. However, the problem is the occurrence of cases of default on credit agreements through the shopee paylater feature. Settlement of default can be pursued through litigation and non-litigation. Shopee parties should not use clicks when making electronic agreements wrap agreement, but using a certified Electronic Signature because has the highest strength of proof because it has been guaranteed by the government.

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