

Shopee Paylater Transactions in the Shopee Application In Legal Perspective

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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

1 Introduction

With the commercialization of the internet in the early 1990s, and the rapid growth that reached up to millions of potential customers, the term electronic commerce (e-commerce) emerged (Widagdo, 2016). Along with the times in the current digital era, technology is now starting to visit very rapid development and progress, this is due to the help of the internet (Khasanah & Ridwan, 2022). Online buying and selling has become a contemporary trend. Due to the existence of internet technology today 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 that are related to buying and selling services and are commonly referred to as online businesses. Not only following the current trend, but also aims to provide convenience for businesses and consumers (Arianti et al., 2023).

Indonesia is one of the countries that has experienced 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). With the existence of internet-based technology that provides opportunities for the development of e-commerce companies, various platforms have emerged that provide daily needs online. Shopee is the leading online shopping platform in Southeast Asia and Taiwan. Launched in 2015, shopee is a platform that is customized for each region and provides customers with an easy, safe, and fast online shopping experience through strong payment and logistics support. Shopee entered the Indonesian market at the end of May 2015 and Shopee commenced operations in Indonesia at the end of June 2015. Shopee Indonesia is located at Pacific Century Place, Tower Lt. 26 SCBD (Sudirman Central Business District) Lot 10, Jl. Jenderal Sudirman No.52-53, RT.5/RW.3, Senayan, Kec. Kebayoran Baru, South Jakarta City, Special Capital Region of Jakarta 12190.

Shopee PayLater can be enjoyed by shopee application users to make transactions in the application (Panjalu & Mirati, 2022). Shopee paylater users make these payment features a source of interest, preference, and fulfillment of needs regarding online shopping which triggers trust for shopee paylater users (SARI, 2023). Shopee paylater is now increasingly popular because it provides relief in online shopping, namely "pay later" (Sarihim & Leo Alexander Tambunan, 2022). In essence, shopee pay later is information technology-based financing

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provided by a third party, which in turn is money from technology-based financing on credit through 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). The use of shopee paylater is similar to a credit card, where shopee users can first make buying and selling transactions, then will be paid at the due date in the following month. The difference is that shopee paylater has no annual fee. This feature is able to make it easier for Shopee users to shop without hassle and offer installments with various time frames (Gita Lestari & Rudy, 2022). Shopee paylater feature user satisfaction can increase if consumers feel the convenience of transactions. Shopee paylater feature user satisfaction also increases if the company maintains the trust of its users (Riset et al., 2024).

Law Number: 8 Year 1999 on 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 the guarantee 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 GCPL Law only regulates consumer rights and obligations which are still limited to trade conducted conventionally (Khisom, 2019) and not all legal subjects can perform legal acts (Suadi et al., 2021). Obligations and rights in e-commerce transactions are regulated in Law Number: 8 of 1999 concerning Consumer Protection.

The discussion to protect consumer interests 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. 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 commerce in the form of online/digital contracts/agreements can be reviewed in a normative juridical legal review through various applicable laws and regulations. Based on the things that the author has described above, it is the background for the author to research money research entitled “Shopee Paylater Transactions on the Shopee Application”.

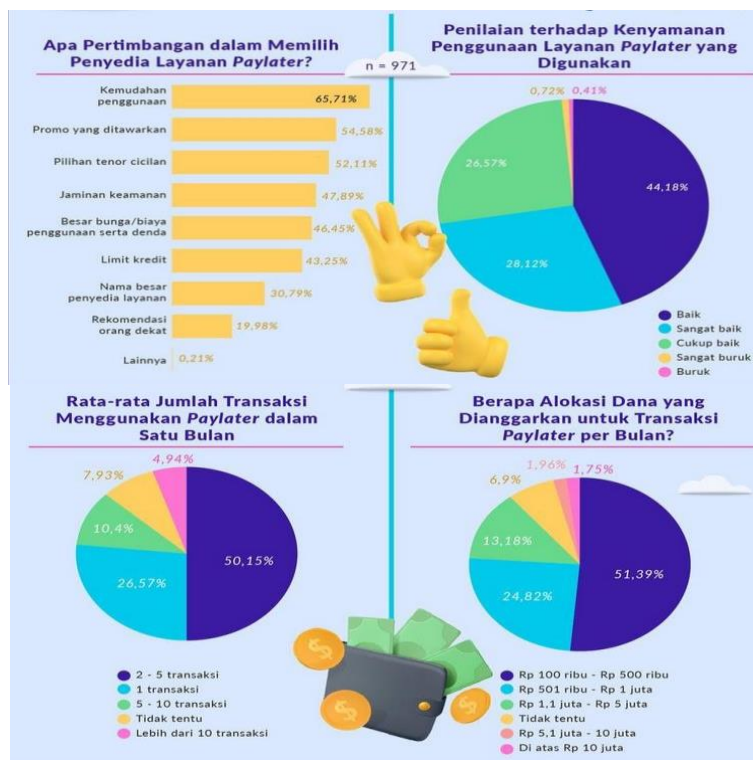


Fig. 1. Shopee Users

Shopee PayLater has been registered and supervised by the Financial Services Authority (OJK), providing a guarantee of safety for users in conducting online transactions¹³. This regulatory review is important to ensure that consumers are protected from irresponsible lending practices. Shopee PayLater helps expand access to credit services for people who are unbanked or underserved by the traditional banking system. This is especially important in a country with many e-commerce users who may not have access to credit cards. With an easy and fast system, Shopee PayLater is an attractive alternative for consumers who want to make online purchases without having to go through a complicated credit application process.

2 Methods

The research method explains in detail how the research was conducted. The research method used is qualitative descriptive research with a normative juridical approach. Descriptive research is research that tries to describe an event or event that occurs directly, real, realistic, actual. This research on the legal review of shopee paylater transactions on the shopee application as internet-based technology financing for the convenience of long-distance electronic transactions is carried out by means of 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, laws and regulations, results of previous research, and other literature sources related to the problems studied (Soekanto 2010).

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

This research uses a normative juridical legal research approach that uses data collection techniques consisting of literature studies guided by primary, secondary, 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. In transactions through cyberspace or e-commerce, it is allowed if it does not contain elements that can damage it such as fraud, cheating (Santoso, 2016). The purpose of this study is to determine the position of shopee paylater transactions in the shopee application as internet-based technology financing for the convenience of long-distance electronic transactions and shopee paylater transactions in the shopee application 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 Electronic Information and Transactions.

3 Results and Discussion

Shopee Paylater on Shopee App as Internet-Based Technology Financing for Ease of Remote Electronic Transactions

The advantage of shopee paylater is that you can make instant loans with very minimal interest and handling fees. 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. This credit limit is limited to purchases made through the shopee app cannot be changed under any circumstances (S. E. Putri et al., 2023).

Shopee register to activate shopee paylater. After shopee paylater is successfully activated, users can use shopee paylater to shop and users can pay for their purchases according to the selected tempo. The way to pay the bill can be done by transferring via ATM, I-Banking, M-Banking or paying through minimarkets such as indomart, alfamart (Siliwadi, 2022). Peer-to-peer lending provides credit and risk control tools. This platform helps lenders and borrowers meet their respective needs and results in cost-effective money management The presence of shopee paylater in the Shopee application attracts the interest of many consumers who want to try online transactions using this method (Risukmasari, 2024).

Paylater is a payment method that allows you to buy things now and pay for them later. So, if you have an urgent need, you can fulfill it first and pay it when it's due. In Indonesia, there are currently several paylater applications available. One paylater that has been registered and supervised by the Financial Services Authority (OJK) is SPayLater or also known as Shopee PayLater. SPayLater can be used by Shopee loyal customers who meet the requirements. As the name implies, you can use SPayLater to purchase products in Shopee e-commerce.



Fig. 2. Shopee Platform



Fig. 3. Shopee Paylater

Shopee is an e-commerce platform that allows its users to shop online easily and safely. Shopee provides a variety of products, ranging from daily necessities, fashion, electronics, home supplies, and many more. Shopee was founded in 2015 by Chris Feng, a top graduate from the National University of Singapore. Shopee is headquartered in Singapore and owned by Sea Limited (formerly known as Garena). Shopee is an e-commerce platform that allows users to purchase various products online. In Indonesia, Shopee offers various payment methods to facilitate transactions, including bank transfers, credit/debit cards, cash on delivery (COD), and ShopeePay. Users can choose the method that best suits their needs when shopping. ShopeePayLater, or SPayLater, is a payment service that allows users to purchase items now and pay for them at a later date. This is a solution for those who may not have enough cash when making a purchase but want to fulfill an urgent need.

Advantages of Using Paylater

- a. Accessible to all customers. With Paylater's flexible payment methods, users can complete payments even if you don't have the money. You can also still access credit even if you have a less-than-perfect score. This is because paylater is a more inclusive payment method to meet the needs of the community.
- b. Practical and fast. Paylater is arguably one of the most convenient, practical, fast, and has no complicated process. Usually, paylater providers ask for light terms for customers to activate payments quickly compared to other loan methods. Certainly, paylater is the easiest method that can help you if you have an urgent need.
- c. Has many promos. Not only easy and practical, paylater also often provides various promos for its customers. In fact, sellers usually increase promos only for users who choose the paylater.
- d. Wide range of installment options. SPayLater or paylater is a payment method that provides various types of installments that you can easily choose from. With SPayLater, you can get installment tenors from 1 month to 12 months. You can set your own repayment period according to your needs and abilities.
- e. Expense Management. By postponing payments, you can more easily manage your cash flow, especially when other monthly expenses are high.
- f. Helps Build Credit Score. Being on time with Paylater payments can help build or improve your credit score.
- g. Easy Activation Process. In addition, the paylater activation process can generally be done quickly and easily. Generally, you only need a valid ID card and the appropriate age to register with a paylater provider.

The Shopee PayLater electronic agreement is regulated in Article 1313 of the Civil Code (KUHPerdata). This agreement is also included in the standard agreement because it is made by one of the parties and set forth in an electronic document. An online lending and borrowing agreement, such as Shopee PayLater, can be considered valid if it meets the following conditions:

- a. Meets the conditions for the validity of an agreement in Article 1320 of the Civil Code. Not contrary to public order.
- b. In accordance with the provisions of Article 8 paragraph (1) of Bank Indonesia Regulation Number 19/12/PBI/2017
- c. In accordance with the provisions of PJOK Number 77/POJK.01/2016

If the user does not pay Shopee PayLater according to the due date, then the user will be charged daily interest and late fees. Shopee can also temporarily stop the Shopee PayLater feature if payments are in arrears. Article 1313 of the Civil Code reads "An agreement is an act in 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 the community. One of the unnamed agreements that is often found in the community is a credit agreement. One e-commerce company that offers credit is Shopee. Shopee offers credit in the form of a fund called *shopeepaylater* (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. In addition to the definition of an agreement in the Civil Code, it also regulates the conditions for the validity of an agreement contained in Article 1320 of the Civil Code. The conditions for the validity of an agreement are:

- a. Agree they bind themselves;
An agreement is a conformity of will between one or more parties and another party. What is relevant is the statement, because a will cannot be seen or known by others.
- b. Capacity to make an agreement;
Basically, every person is declared capable of entering into an agreement. This is contained in Article 1329 of the Civil Code, namely: "Every person is capable of making an agreement, if he is not declared capable by law".
- c. A lawful cause;
Various sources of literature state that the main object of an agreement is achievement. This achievement includes what must be done by the party who owes (debtor) and what is the right of the party who gives the loan (creditor). According to Article 1234 of the Civil Code, there are three forms of achievements that can be made, namely: giving something, doing something, and not doing something.
- d. A certain thing.
Regarding the definition of a lawful cause, it is stated in Article 1337 of the Civil Code, namely an unlawful cause if it is prohibited by law or contrary to decency or public order.

Furthermore, the application of the principle of consensualism is also seen in the approval of consumers as debtors to the terms and conditions proposed by shopee paylater in the process of applying for a gutter fund loan (Qarani & Suminar, 2022). Article 1365 of the Civil Code reads "Every act that is unlawful and brings harm to another person, obliges the person who causes the harm through his fault to replace the loss". Based on Article 1365 of the Civil Code, the parties involved in the legal relationship also have legal responsibility for each other. If the user in the shopee paylater financing agreement violates the provisions stated in the agreement, the party must pay accordingly.

In general, the achievement of shopee paylater in the implementation of the lending and borrowing agreement is to form a standard clause unilaterally but still does not conflict with the laws and regulations. Several articles in the Consumer Protection Law have regulated the provisions of standard clauses that can be used by business actors. In addition, 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, even so, due to one of the risks or losses of borrowing and lending funds electronically is default, so is experienced by shopee paylater as a creditor. (Safa Meidiosa & Lolita Permanasari, 2023). Article 1 Point 4 of Law Number: 19 of 2016 concerning Amendments to Law Number: 11 of 2008 concerning Electronic Information and Transactions explains that information technology is a method for collecting, preparing, storing, processing, analyzing, or distributing information.

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 valid evidence in accordance with the applicable

procedural law 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 contract that receives goods first and pays later. Electronic contract/agreement between shopee application and shopee paylater user. Based on Article 46 paragraph (2) of Government Regulation No. 71 of 2019, the conditions for the validity of electronic contracts are as follows:

- a. There is an agreement of the parties;
- b. Performed by capable legal subjects or those authorized to represent in accordance with the provisions of laws and regulations;
- c. There is a certain matter;
- d. The object of the transaction must not conflict with laws and regulations, decency, and public order.

Electronic contracts in the shopee application can be categorized as an engagement with the threat of punishment, because if business actors do not fulfill their obligations, consumers are entitled to compensation for losses due to business actors who are negligent in carrying out their obligations, and vice versa if consumers do not fulfill their obligations based on the rules in the electronic contract (Salsabila & Ispriyarso, 2023).

Based on Article 1 number 17 of the Electronic Information and Transaction Law (UU ITE), an electronic contract refers to an agreement between parties made through an electronic system. In an E-Contract, at least it must include the following things: (a) the identity of all parties involved; (b) description and specification of the object of the agreement; (c) terms for electronic transactions; (d) details of prices and related costs; (e) procedures to be followed in the event of cancellation by one of the parties; (f) provisions that give the aggrieved party the right to return the goods or request a replacement product if there are hidden defects; and (g) options regarding the applicable law in the settlement of electronic transactions. This is in accordance with Article 47 paragraph (3) of Government Regulation Number 71 of 2019.

Based on Law Number 19 of 2016 jo. Law No. 11 of 2008 on Electronic Information and Transactions.

1. Consumer

Based on this ITE Law, business actors have an obligation to ensure consumer protection, especially regarding:

- a. Required to provide clear, complete, and correct information (Article 9);
- b. Prohibition of spreading false news that harms and misleads consumers (Article 45A paragraph 1 jo. Article 28 paragraph 1).

2. Business Actors

The following are the forms of protection for business actors:

- a. Good faith for parties conducting electronic transactions (Article 17 Paragraph 2).
- b. Consumers in assessing or commenting badly without knowing the certainty of the clarity of the problem will be subject to sanctions from the Electronic Information and Transactions Law Article 45A paragraph (1) which reads "Every person who intentionally and without the right to spread false and misleading news that results in consumer harm in Electronic Transactions as referred to in Article 28 paragraph (1) shall be punished with a maximum imprisonment of 6 (six) years and / or a maximum fine of Rp 1,000,000,000.00 (one billion rupiah).

4 Conclusions

Shopee is an application engaged in online sales or e-commerce that can be accessed easily using a smartphone. Shopee paylater is a payment method provided by PT Commerce Finance in the Shopee application that makes it easy for customers to buy their needs and pay for them the following month which can use the installment method for several months. Shopee paylater is a payment method for buy now, pay later. 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 ITE 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.

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