

Legal Aspects of Payment Methods in Business Transactions Through Social Media

Ony Thoyib Hadi Wijaya¹, Kirana Salsabilla Citra Wijaya²

Sekolah Tinggi Ilmu Ekonomi Pemuda, Indonesia¹

Universitas Islam Negeri Sunan Ampel Surabaya, Indonesia²

Corresponding Author: Ony Thoyib Hadi Wijaya (onywijaya2121@gmail.com)

Article Info	Abstract
Received: June 10, 2023	The study's goal is to outline the various payment options and the regulations that apply to them. Research is used in this qualitative study. By leveraging social media for commercial transactions and promotion, social media is the most efficient way to increase revenue. However, when an agreement is broken, social media may become a liability. Therefore, business actors and consumers should pay attention to the interpretation of electronic information and electronic documents or their printed equipment which is legal proof pursuant to Law Number 11 of 2008 about ITE as a form of caution in conducting business transactions. via use of social media.
Revised: July 12, 2023	
Online available: August 7, 2023	
Keywords: Payment Methods, Online, Transactions, Laws	

Cite this as: Wijaya, O. T. H., & Wijaya, K. S. C. (2023). Legal Aspects of Payment Methods in Business Transactions Through Social Media. TGO Journal of Education, Science and Technology, 1(2), 184–189

INTRODUCTION

Technological developments in the field of computers and information are increasing rapidly day by day. This development eventually gave rise to two things at once, namely hopes and worries. Especially for those who move and utilize data and information resources. These developments will gradually impact on paradigm changes, from simple things to complex changes. (Cahyana, 2018).

The paradigm shift is the use of social media as a tool for self-presentation, interaction, collaboration, sharing communication and even forming social communities with other users. Social media is a new chapter in the era of human civilization. Social media also develops in several types, for example social networking media, online journals (blogs), simple online journals (microblogging), sharing media (social sharing), social markers (bookmarking), shared content media (wikis). Ahmad, 2016).

The various types and characters of social media allow a person to make it more effective and efficient in time and distance to express ideas or discuss at length, without the need for ground coffee, just using a PC or smartphone.

In subsequent developments, social media is not only used for self-performance. However, social media is the most effective method for reaching financial coffers by making social media a promotion and business transaction. For e-business people, of course, understanding various legal aspects, especially related to transactions and payment methods, is important to learn. This is a preventative measure in case of default midway through a business arrangement.

METHODS

This study used a qualitative methodology, which is research that generates written descriptions of the seen things as descriptive data. (Lexy, 2008) while conducting the kind of library study that avoids the necessity for outdoor data collecting. To do this, though, one must read, research, or peruse library resources. (2003) Dudung

The steps in the data collection process for obtaining coherent and systematic data are as follows: data collection (assembling the required materials), documentary studies, data interpretation (understanding, explaining, selecting, and categorizing), literature study (studying other related literature), and selection to data classification (determining data in accordance with the sub-subjects). (Ahmad, 2001)

By combining one set of data with another, data analysis is performed. The next step is to examine and analyze data or other material using descriptive analysis, which tries to achieve a detailed grasp of the subject of research by formulating conclusions based on a thorough review of the data. (2007) Suharsimin.

RESULTS AND DISCUSSION

Payment Methods and Systems in Business Transactions and the Laws That Regulate Them

It has become commonplace for many people to use online transactions. More people do their shopping online. This is because online shopping is easier, more practical, faster and more effective. In addition, with online media, everyone can see a wide selection of the goods they want without the need to move from where they are. To further facilitate these transactions, consumers can make payments more flexibly. Various types of online payments also vary, consumers can choose payments according to their abilities. The payment system for buying and selling transactions through:

a. Cash on Delivery (COD)

Cash on Delivery is a cash payment made when the goods arrive at the house. (Indra and Rahmi, 2022) Direct face-to-face payment transactions (COD) are considered safer and are widely used as a choice by consumers. This method is usually done by means of a meeting agreement between the buyer and the seller. The goods are immediately given as soon as the buyer hands over the money for the goods purchased in accordance with the agreement.

Article 15 paragraph (1) of the UU ITE regulates the legal ramifications of cash-of-delivery payment systems, stating that every electronic system operator is accountable for the dependable and secure functioning of any electronic systems they operate..

b. Bank transfer

Transfer is the transfer of a certain amount of funds from a customer's account to another customer in a fast and safe manner. (Syamsul, 2017) bank is the method most widely used in online business transactions. This is because the method is quite easy and fast. Especially for someone who already has internet banking or mobile banking services, this method requires a lot of trust because sometimes fraud often occurs through this method, such as proof of transfer receipts that are falsified by buyers.

The legal aspects of the payment system by transfer are regulated in Law Number 3 of 2011 concerning fund transfers, "Along with the increasing development of transactions with fund transfer media and problems that occur, arrangements are made that guarantee the security and smooth operation of fund transfer transactions and provide certainty from the parties involved. related to the implementation of fund transfer activities.

c. Credit card

A credit card is a piece of plastic that may be used to make purchases whose proceeds come from bank loans. 2014's Sunarjo According to Article 1 Paragraph (11) of 1998 Concerning Banking, which specifies that credit is the provision of money or bills that may be equated with it, based on agreements and loan agreements between banks and other parties, the legal component of the payment system via credit card is controlled. It requires the borrower to pay back the debt plus interest after a specific amount of time.

Electronic Contract Validity

Purchasing and selling on social media is essentially the same as purchasing and selling in general, where purchasing and selling takes place when there is agreement over the products or services being exchanged as well as their price. The sole distinction between buying and selling on social media and traditional media is the medium. Transactions involving social media only need the internet as the primary medium, meaning the trading transaction process can take place without the need for a face-to-face meeting between the buyer and the seller. In traditional buying and selling, the parties must meet in person somewhere to agree on what will be traded and what the price for the goods or services is. (David, 2020).

In accordance with Law Number 11 of 2008 concerning ITE, electronic information, electronic documents, and printing equipment are acceptable forms of payment for legal evidence. However, this law does not apply to letters and their documents, which are required to be made in the form of a deed notarized public. The advantages of Law No. 11 of 2008 on ITE include:

- a. If a business registers a domain name with the goal of defaming a specific item, brand, or name, the business may be sued to have the domain name cancelled..
- b. Giving legal certainty to society at large and to internet businesspeople by accepting electronic evidence and digital signatures as acceptable forms of proof in court.
- c. Can open doors for new businesses from and for Indonesian entrepreneurs because the use of electronic systems calls for the use of legal entities with Indonesian domiciles..
- d. Allows for the trial of crimes committed by people inside or outside of Indonesia.
- e. It is legal to take legal action if a credit card transaction is made without the cardholder's knowledge.
- f. In the meanwhile, according to Article 1320, a contract must meet the following four requirements to be valid: (1) The parties to the deal have an agreement in place, and (2) The parties are competent and authorized to enter into the contract..

Legal Consequences in Business Transactions Through Social Media If Defaults Occur After Making Payments

The development of social media was originally only used as a personal account. However, now it has been widely used as a business account in the form of buying and selling electronically. This development arose because of offers and acceptance from the public, one of which is social media. However, because it is not a special account for buying and selling and contract agreements that are carried out without face to face, it creates risks such as default. Some of the problems that arise in buying and selling transactions through social media:

- a. There is still a lack of knowledge about information technology, especially in its use for business, causing a lot of concern.
- b. There are opportunities for the use of access by unauthorized parties, especially those with bad intentions. For example, data collection by hackers who are not responsible for breaking credit cards and savings accounts.

- c. There are technical problems such as errors in the use of computer equipment and errors in filling in data. This can happen especially for those who are not proficient, lack experience in using information technology.
- d. Losing business opportunities due to service partner or server interruption. This can happen when orders are busy but the internet cannot be accessed due to technical problems so the opportunity just passes by

According to Article 1320 of the Civil Code, there are four requirements for an agreement to be valid: a consent between the parties to bind themselves, the capacity to enter into an agreement, a specific goal, and a legal justification. Online transactions obviously do not include face-to-face interactions between buyers and sellers, therefore it is unclear when the agreement was made and if both parties are legally competent or not.

In fact, some parties think that transactions that occur in the virtual world and the real world are different, so that the legal consequences will also be different. Although, in reality cyberspace regulations originate from rules that exist in everyday life. This reason at least creates legal confusion when problems occur at a later date. Meanwhile, many people do not understand the legal aspects that legitimize online business arrangements, especially those related to the evidentiary system when a default occurs during a transaction.

Failure to meet or carry out responsibilities as outlined in the agreement formed between the creditor and the debtor constitutes the purpose of default in and of itself. Simply said, there are always two different types of legal subjects involved in a task, and they both have reciprocal rights and duties when it comes to carrying out the agreements reached. The act is said to be in default if one of them fails to perform what ought to be done in line with the agreement. There are four types of default, namely not doing what was promised to do, carrying out what was promised but being late, carrying out what was promised but not as promised, and carrying out something that required work not to be done.

The statement of negligence as a condition for determining the occurrence of default can be seen from the substance of article 1243 BW which states that compensation for losses and interest due to non-fulfillment of an agreement only begins to be required if the debtor after being declared negligent in fulfilling the agreement continues to neglect it or if something must be given or made within the grace period some have been forgiven.

Subpoenas are used to handle default on confrontation in its early phases. At least three summonses have been issued by the creditor. When anything like this is conveyed, the creditor has the option of taking the communication to court, where the judge will determine whether or not the debtor is in default. In this instance, a subpoena is a warning sent by the creditor to the debtor so that he can complete the tasks set forth in the agreement reached between the two parties. Articles 1238 and 1243 of the Civil Code provide the rules governing this subpoena.

Default relates to the main rights that must be obtained by consumers, namely the right to obtain compensation, compensation or replacement if the goods or services received are not in accordance with the agreement or not as they should be, which is the essence of consumer protection law. The purpose of providing compensation or compensation is to return the consumer's condition to its original state as if the event that harmed the consumer had not occurred.

With the usage of products or services that fall short of customer expectations, damaged and imbalanced situations are meant to be repaired. This is connected to the usage of goods that have caused losses to customers, including losses involving both material goods and losses involving the consumers themselves. This can either be settled amicably without going to court or in court.

In general, loss can be interpreted as one of the consequences of an act experienced by a person or other party which is considered to be a loss of profit. Compensation in an

engagement is an act that must be carried out by the party in default which is the right of the party suffering the direct result of the default regarding this compensation, Wirjono Projodikoro said that in other cases there is only one sanction, namely imposing an obligation on the party in charge of compensation for losses suffered by the entitled party. Talking about claims for civil compensation, the basis of course is Article 1365 Civil BW as well as in other articles it also stipulates that compensation includes, among others, articles 1367, 1370, 1371, 1372 Civil BW, the awarding of compensation is as a result of an act of default in an engagement either because of the agreement or because of the law. Compensation is often broken down into three elements, namely costs, losses and interest. All outlays or outlays that can clearly be attributed to one party are considered costs. Due to the debtor's carelessness, loss occurs when the creditor's property is damaged, and interest results in a loss of profit.

In this situation, customers are entitled to reimbursement from business actors for consumer items that are damaged, lost, or destroyed during the delivery period due to consumer losses resulting from online buying and selling activities. Giving compensation in online buying and selling transactions is an example of a business actor's obligation to the customer, and in this situation, the business actor must make up for the value of any damaged, lost, or destroyed items. Laws that control consumer requests for payment in the case of default include:

a. Litigation

According to Article 38 of the ITE Law, parties may file a lawsuit if the use of electronic transactions causes injury to third parties. Messages from social media indicating agreement to make a purchase, the name, address, account number, and phone of the business actor, as well as proof of transfer or proof of payment, are examples of evidence that can be used in court due to the recognition of electronic evidence as legal evidence in court as stated in Article 5 Paragraphs 1, 2, and 3 of the ITE Law.

b. Non Litigation

The parties to a disagreement may also choose to resolve it through arbitration or other institutions, according to Article 39 Paragraph (2) of the ITE Law. Non-governmental organizations, the Directorate of Community Protection for the Ministry of Industry and Trade, the Consumer Dispute Settlement Agency (BPSK), and business actors themselves as a family can all help resolve non-litigation problems. Of course, every institution has a unique strategy.

Such are the legal consequences that can occur when there is a default after an agreement and payment from the consumer. Protection for consumers has been properly regulated, so that with this understanding consumers can know where to go and what to do if they feel disadvantaged when transacting via social media.

CONCLUSION

One of the legal safeguards for consumers in the case of default after payment has been made for products that have been agreed upon in a sale and purchase agreement is the payment system for buying and selling transactions through social media, which has been controlled by the law. Additionally, where there is a lack of good faith on the part of the seller in resolving concerns, proof of payment can be powerful evidence for consumers to get compensation or file legal complaints.

REFERENCES

- Abdul Fatah Idris, A. A. (1990). *Fiqh Islam lengkap*. Rineka Cipta.
- Amirulloh, M. (2017). *Cyberlaw perlindungan merek dalam cyberspace cybersquatting terhadap merek*. Refika Aditama.

- Arikunto, S. (2013). *Manajemen Penelitian*. PT Rineka Cipta.
- Az-Zuhaili, W. (2011). *Fiqh Islam wa Adillatuhu*. Gema Insani.
- Covey, S. M. R. (2010). *The Speed of Trust; Satu Hal Yang Mampu mengubah segalanya*, terj. Alvin Saputra, dari judul aslinya *The Speed of Trust*. Karisma Publishing.
- Daoi, A. R. I. (2002). *Penjelasan lengkap hukum-hukum Allah (syariah)*. Raja Grafindo Persada.
- Ekawati, H. N., & Johan. (2021). *Perlindungan Hukum Terhadap Konsumen Dalam Pelaksanaan Kontrak Elektronik Ditinjau Dari Peraturan Perundang-Undangan*. *JURIDICA : Jurnal Fakultas Hukum Universitas Gunung Rinjani*, 3(1), 53–77. <https://doi.org/10.46601/juridica.v3i1.194>
- Fuad, M. (2006). *Pengantar bisnis*. Gramedia Pustaka Utama.
- Handriani, A. (2020). *Perlindungan Konsumen Dalam Perjanjian Transaksi Jual Beli Online*. *Pamulang Law Review*, 3(2), 127–138.
- Muhammad. (2004). *Etika bisnis Islami*. UPP AMP YKPN.
- Nashruddin Baidan, E. A. (2016). *Metodologi khusus penelitian tafsir*. Pustaka Pelajar.
- Nasution, A. (2017). *Sekilas hukum perlindungan konsumen*. *Jurnal Hukum & Pembangunan*, 16(6), 568–581.
- Saliman, A. R. (2016). *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus*. Prenada Media Group.
- Shihab, M. Q. (2003). *Tafsir Al-Mishbah*. Lentera Hati.
- Sinaga, N. A., & Sulisrudatin, N. (2018). *Pelaksanaan Perlindungan Konsumen di Indonesia*. *Jurnal Ilmiah Hukum Dirgantara*, 5(2).
- Susanto, B. (2011). *Pemikiran hukum perlindungan konsumen dan sertifikasi halal*. UIN-Maliki Press.
- Tantri, F. (2014). *Pengantar Bisnis*. Rajawali Pers.
- Zed, M. (2014). *Metode Penelitian Kepustakaan*. Yayasan Pustaka Obor Indonesia