

**SHOPEE'S LEGAL RELATIONSHIP WITH
SHOPEE PAYLATER USERS WHO COMMIT
DEFAULTS
(Research Study In Lhokseumawe City)**

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ABSTRACT

SPaylater users can make purchases first and pay later. After making a transaction with SPaylater, users are required to pay the bill in installments according to the installment period selected previously. If they do not pay, users will be subject to a fine of 5% per month of the total bill, but the sanctions in the form of fines given for late users have not provided a deterrent effect or are detrimental to SPaylater users. Therefore, this study needs to be conducted to explain and analyze the legal relationship and responsibilities between SPaylater and Shopee users in SPaylater payments in Lhokseumawe City. The research method uses empirical legal research or is often called sociological legal research. The approach used in this study uses laws and case approaches. Data collection techniques are carried out through field research and document / literature research. The data collection tools used are literature studies and interviews. Data analysis uses normative research methods, which are a way of interpreting and discussing research materials based on legal understanding, legal theories, and doctrines related to the main problem. Based on the results of this study, the legal relationship that occurs in Lhokseumawe City between PT. Commerce Finance as a representative of SPaylater as well as a creditor with the user as a debtor is a legal relationship that is basically born because of a credit agreement or loan agreement, this refers to Article 1754 of the Civil Code. The legal responsibility for SPaylater users in Lhokseumawe City who are in default is that

the SPaylater service provider can make efforts to demand responsibility for fulfilling the performance to SPaylater users, in the form of a first summons given a notification from the Shopee application to check the bill and a warning to immediately pay the bill. Users must also pay a late fee of 5% per month of the total bill, restrictions on access to functions in the application and the use of Shopee Vouchers, user credit ratings in SLIK, OJK prevents users from getting financing from banks or other companies, and can cause the user's Spaylater account to be frozen. It is expected that SPaylater users in Lhokseumawe City will be more careful before agreeing to a credit agreement in this transaction in order to measure their ability to fulfill the agreed achievements and clearly understand the legal relationship, rights and obligations, and legal responsibilities that arise after an agreement to bind themselves in an agreement and if there is a default. And it is expected that Shopee and PT. Commerce Finance as creditors will be more assertive in providing sanctions or responsibilities for SPaylater users in Lhokseumawe City who commit defaults, so that each user tries to pay off their bills and there is no more default in SPaylater transactions.

Keywords: *Legal Relations, Shopee Paylater (Paylater), Default.*

INTRODUCTION

The emergence of e-commerce is one of the alternatives created by humans to meet needs. E-commerce is defined as all forms of trade transactions or trade of goods and services using electronic media. Electronic commerce or electronic commerce (e-commerce) can be defined as all forms of information exchange processes and transactions that include goods or services using information technology. One model of e-commerce is the marketplace.

Marketplace is a platform where sellers and buyers meet or are intermediaries. Business actors and consumers who sell and buy goods on one platform online can be done easily and quickly. The marketplace first appeared in 1995 in America with the emergence of Amazon and eBay. Shifting to the first Asian country to have it was China. In 1999 Jack Ma launched Alibaba which became the first marketplace in Asia. At that time, marketplaces had also begun to emerge that made digital payments easier. The marketplace site acts as a third party in electronic transactions by providing a place to sell and payment facilities or can be called an online department store. The marketplace has various facilities that can make it easier for buyers to make electronic buying and selling transactions, buyers without having to visit in person and buy the desired goods. There are several marketplace companies in Indonesia including Shopee, Lazada, Tokopedia, Bukalapak, Blibli, Bhinneka, Orami, Volume Ralali, JD.ID, Zalora, Sociolla, OLX, and several others. Marketplace also facilitates an easy payment system in this buying and selling transaction. One of the marketplace companies in Indonesia that provides various payment methods is Shopee.

Shopee is an electronic trading platform launched in 2015 under the auspices of the SEA Group (also known as SEA Limitid), an e-commerce platform headquartered in Singapore

and operating in Southeast Asia. Until now, Shopee has expanded its reach in Malaysia, Thailand, Taiwan, Indonesia, Vietnam and the Philippines. Shopee is a mobile application website platform that is easy to use for millennials, this is because Shopee offers various features for making electronic transactions that can help and effectively use these features in online shopping activities. The features and payment methods offered by Shopee include 10.10 sale, flash sale, free shipping for a minimum purchase of IDR. 50,000, cashback & vouchers, Shopee games, payment via credit or debit card, bank transfer, payment via Alfamart or Indomaret, pay on the spot or Cash On Delivery (COD), ShopeePay, Shopee PayLater Lite, and the latest via the Shopee Paylater (SPaylater) payment method. SPaylater is a credit payment method provided by Shopee to help Shopee users with an installment method without a credit card or it can be said that consumers get credit advances from Shopee.

SPaylater is the result of a collaboration between PT Commerce Finance and Shopee International Indonesia. SPaylater activation can only be done in the Shopee application. SPaylater can be activated if a customer on Shopee is selected to become a user of the SPaylater feature. SPaylater is a payment method in the form of an instant Shopee loan with minimal interest available on Shopee. The billing system or how SPaylater works is almost the same as the credit card payment method. The usefulness of SPaylater for users is that users can make purchases of goods first and pay for them later. After making a transaction with SPaylater, users are required to pay the bill in installments according to the previously selected installment period. SPaylater has also been registered and supervised by the Financial Services Authority (OJK). The legal basis for the implementation of the institution and/or financing company itself is the Financial Services Authority Regulation regarding financing. The installment fee from SPaylater itself consists of principal installments and an interest rate of at least 2.95% (percent) per month for the Buy Now Pay Later program. And there is also a handling fee of 1% of the total purchase. In relation to the SPaylater rules, users will also be fined if they do not pay the SPaylater bill. The total fine that will be imposed is 5% per month of the total bill.

In an effort to protect the rights and obligations of each party, PT. COMMERCE FINANCE provides a contract agreement. Although online buying and selling activities with Shopee can be carried out by sellers and buyers without having to meet face to face, transactions using Shopee also still use an agreement, especially if the transaction is carried out on credit. In this case, the agreement agreed upon in using SPaylater is a financing agreement. The definition of financing is financial support for the needs or procurement of exclusive goods, assets, or services, this procedure usually involves three parties, namely the funding party (Shopee), the provider of exclusive goods/assets/services (seller), and the party that utilizes certain goods, assets, or services (buyer). According to Subekti, the definition of an agreement is an event where someone promises to another person or where two people promise each other to do something. Based on this understanding, the same thing also applies to agreements between parties related to the implementation of financing in SPaylater online shopping credit. The SPaylater financing agreement will create a legal relationship between SPaylater users (debtors) with Shopee as a marketplace and also PT. COMMERCE FINANCE as a financing institution (creditor).

The legal basis for the agreement is regulated in the Civil Code (KUHPerdata) precisely in Article 1338 paragraph (1-3) of the Civil Code regulating the principle of freedom of contract which reads:

All agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith.

Obligations that must be carried out in an agreement are usually called performance. Performance is something that can be demanded in an agreement. Article 1234 states "The agreement is intended to provide something, to do something, or not to do something".

If one party does not carry out the performance as agreed, it is called a breach of contract. The legal basis for breach of contract is found in Article 1238 of the Civil Code "The debtor is declared negligent by a letter of order, or by a similar deed, or based on the power of the agreement itself, namely if this agreement results in the debtor being considered negligent by the passage of the specified time".

An example of a case in Lhokseumawe City in 2020, experienced by an SPaylater user (debtor) named Mutia, aged 22 years. Mutia committed a default, starting from the SPaylater user who was going to buy an electronic device in the form of a cellphone (HP), with installments for 12 (twelve) months, with a monthly bill of IDR 164,101 (one hundred and sixty-four thousand one hundred and one rupiah). Over time, the SPaylater user was late in paying the bill for 3 (three) months, even though the user did not intend not to pay the bill, but the user was faced with a situation of economic difficulty due to the Covid-19 pandemic. The situation faced by the user is force majeure, which is a situation where a debtor is prevented from carrying out his performance due to circumstances/events that were unexpected at the time the contract was made. The force majeure included in this case is temporary force majeure, where performance is impossible for a while, but later it is still possible. So that it causes the user to have to be in arrears to SPaylater for up to 3 (three) months. This causes automatically based on the contents of the agreement the amount of the user's bill is added 15% percent of the total funds used as a legal consequence of late payment and results in a fine that must be paid.

The second case in Lhokseumawe City in 2021 was experienced by an SPaylater user named Cut Azura, 25 years old. Cut Azura as an SPaylater user who has been using SPaylater for 3 (three) years to buy the goods she needs, while using SPaylater the user always makes bill payments according to the time and amount that has been determined. Because the user feels that the payments are always smooth, the user increases the amount of the SPaylater bill to buy the desired goods, with a monthly bill amount of IDR 1,035,000 (One Million Thirty Five Thousand Rupiah). However, in the last 1 (one) year of using SPaylater, the user began to find it difficult to pay bills every month, this was because the user was laid off from his workplace, so the user had no income including to pay the SPaylater bill. The impact of the termination of employment resulted in the user being in arrears on SPaylater payments for 5 months, with a total fine of 25% (twenty five percent). With the increasing fine bill, the user finds it increasingly difficult to pay off all bills. From the description of the case above, it can be seen that the sanctions in the form

of fines given for the delay in the SPaylater user have not provided a deterrent effect or are detrimental to SPaylater users.

2. RESEARCH METHOD

The research method uses empirical legal research or is often called sociological legal research. The approach used in this study uses laws and case approaches. Data collection techniques are carried out through field research and document / literature research. The data collection tools used are literature studies and interviews. Data analysis uses normative research methods, which are a way of interpreting and discussing research materials based on legal understanding, legal theories, and doctrines related to the main problem.

3. RESULTS AND DISCUSSION OF RESEARCH

3.1. Legal Relationship Of Shopee With Shopee Delayed Payment (Paylater) Users Who Are In Default In Lhokseumawe City

Shopee as an electronic trading platform that has provided the SPaylater feature, which is a credit payment method provided by Shopee to help Shopee users with an installment method without a credit card or it can be said that consumers get advance funds that are previously loaned by Shopee and paid at a specified time in accordance with the applicable terms and conditions. Please note that users who have passed the application and activation stages and use SPaylater in credit transactions can be declared to have agreed to the terms and conditions provided by Shopee, namely in the form of a contract agreement. This indicates that the user also agrees to the credit agreement that arises between Shopee and the user. Article 1313 of the Civil Code states that "an agreement is an act in which one or more people bind themselves to one or more other people". Therefore, the credit agreement that occurs in this SPaylater transaction based on the analysis of Article 1313 of the Civil Code does not conflict with statutory regulations, this is also in accordance with the elements of the agreement in Article 1313 of the Civil Code, namely the existence of parties, the existence of an agreement between the two parties, the existence of a goal to be achieved, the existence of a certain form, and the existence of terms and conditions. Although this agreement contract is not given directly because the agreement in this SPaylater transaction is an electronic agreement made via the internet, this electronic agreement can be said to be valid in accordance with the valid requirements contained in Article 1320 of the Civil Code which states:

1. Their agreement that binds him;
2. The ability to make a contract;
3. A certain subject matter;
4. A cause that is not prohibited.

The agreement that arises in this transaction is a standard agreement. It can be said to be a standard agreement because the existing terms and conditions have been unilaterally regulated by the lender. Standard agreements or known as innominate agreements are basically developed on the basis of the principle of freedom of contract, stated in Article 1338 paragraph (1-3) of the Civil Code, which reads:

All agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith.

Based on the results of an interview conducted with Mr. Hamdani as deputy chairman of the North Aceh Consumer Dispute Resolution Agency (BPSK), he said that the agreement agreed between the two parties in the SPaylater transaction or other online buying and selling, both Shopee as a business actor and the SPaylater user community in Lhokseumawe City as buyers or consumers. By agreeing to the terms and conditions stated in the use of the SPaylater feature by the user, it can be concluded that the user has accepted and agreed to all the provisions that have been given by Shopee. Directly, this agreement is what creates an agreement between the two parties, namely users in Lhokseumawe City and the SPaylater Shopee party.

The existence of an agreement agreed between the two parties, makes both parties bound in a legal relationship. The legal relationship involved in credit transactions through SPaylater is between SPaylater users as debtors as loan recipients, with Shopee as a marketplace and also PT. Commerce Finance is a creditor as a financing institution.

SPaylater itself is a form of P2P (peer to peer lending) loan, which means that this activity involves lenders with borrowers through intermediaries other than banks or what is known as a peer-to-peer lending platform. P2P organizers are financial service providers in the non-bank financial industry sector, as referred to in Article 1 number (5) of POJK No. 12 of 2017, which reads:

Financial Service Providers (PJK) in the Non-Bank Financial Industry Sector are insurance companies, sharia insurance companies, insurance brokerage companies, financial institution pension funds (DPLK), finance companies, venture capital companies (PMV), infrastructure financing companies, Indonesian export financing institutions (LPEI), pawnshops, microfinance institutions (LKM), and providers of information technology-based money lending services as referred to in the provisions of laws and regulations in the Non-Bank Financial Industry.

P2P organizers connect lenders with borrowers by issuing a power of attorney as defined in Articles 1792-1819 of the Civil Code, to take the necessary steps in lending and borrowing.

Lenders as regulated in Article 1 number 8 of POJK No. 77/POJK.01/2016 concerning Information Technology-Based Lending and Borrowing Services are defined as individuals, legal entities, and/or business entities that have receivables due to an information technology-based money lending and borrowing service agreement. While the recipient of the loan as regulated in Article 1 number 7 of POJK No. 77/POJK.01/2016 concerning Information Technology-Based Lending and Borrowing Services is an individual and/or legal entity that has debts due to an information technology-based money lending and borrowing service agreement.

In a credit transaction, the debtor or credit recipient (in this transaction the SPaylater user/consumer) is obliged to return the goods in the same amount and condition and at the time specified as per Article 1763 of the Civil Code, which states "Anyone who borrows an item is obliged to return it in the same amount and condition and at the time agreed upon". The obligation of the creditor as the creditor (in this transaction Shopee and also PT. Commerce Finance) is that they may not request back what has been lent before the

time specified in the agreement has passed as per Article 1759 of the Civil Code, which states "The lender cannot request back the goods lent before the time specified in the agreement has passed".

The legal relationship of using SPaylater on the Shopee application is the legal relationship between Shopee and SPaylater users. SPaylater users have a legal relationship with Shopee As consumers, there is also a legal relationship between Shopee's cooperation with Financial Technology (Fintech) in managing SPaylater. The legal relationship that arises between the parties in the use of the SPaylater feature is that the lender gives power of attorney to Fintech which acts as the organizer of P2P loans (peer to peer lending). Fintech will channel funds from the lender to the borrower with the SPaylater payment method which can only use the loan funds to shop for goods or products available on the Shopee application. Credit transactions that occur between PT. Commerce Finance as the manager of SPaylater with users/consumers are mediated by Shopee as a marketplace. In this transaction, Shopee is the organizer in the credit agreement that occurs between PT. Commerce Finance and the user.

Article 18 of POJK NO. 77 of 2016 states that the contractual relationship in P2P loans includes an agreement between the organizer of the P2P loan and the lender and between the lender and the borrower. The agreement from peer to peer lending in question includes an agreement between the organizers and the lender and an agreement between the lender and the borrower.

When viewed from the legal aspect of the agreement, there are three parties that are legally involved in the SPaylater feature agreement, namely:

- a. Account users, as loan recipients, namely people who want to provide goods or products on the Shopee application but have limited cash funds. If consumers buy the goods with the SPaylater feature, they become debtors. This debtor will have the obligation to fulfill the agreement according to the agreed time.
- b. Platform providing the SPaylater feature or lender, namely the Shopee company that sells products using the Paylater method so that in other words Shopee is also called a creditor.
- c. Fintech, in this case PT. Commerce Finance acts as a financing company or loan provider, namely an information technology-based money lending service provider, will distribute loans and also collect the loans, which collaborate with application companies in this case Shopee. Fintech acts as a service provider that will bring together lenders and borrowers to make agreements with an electronic system.

There is a legal relationship that occurs between the lender and the borrower as regulated in Articles 1754-1773 of the Civil Code. Article 1754 of the Civil Code explains that borrowing and lending is an agreement that makes one party have an obligation to pay and return goods or services according to the initial agreement. An agreement can be said to be valid if it meets the requirements of the agreement regulated in Article 1320 of the Civil Code. In it there is an agreement between the parties, there is something that is agreed upon, there is legal capacity between the parties making the agreement, and there is a legitimate and lawful cause.

The legal relationship that occurs between PT. Commerce Finance as a representative of SPaylater as well as a creditor with consumers as debtors is a legal relationship that is

basically born because of a credit agreement or loan agreement. This refers to Article 1754 of the Civil Code, which states "A loan for use is an agreement, which determines that the first party hands over a number of goods that can be used up to the second party on the condition that the second party will return similar goods to the first party in the same amount and condition".

The legal relationship between PT. Commerce Finance and the Financial Services Authority (OJK) is present with the basis of statutory provisions. This is because in order to carry out SPaylater transactions, PT. Commerce Finance must first obtain permission from the OJK as a Fintech organizer as per OJK Decree Number Kep-49/D.05/2021 which has been in effect since June 2, 2021.

The legal relationship between the lender and the organizer is born from an agreement stated in an electronic document between the two parties. This agreement must specify at least the agreement number, agreement date, identity of the parties, provisions regarding the rights and obligations of the parties, loan amount, loan interest rate, commission amount, term, regular credit details, provisions regarding fines (if any), dispute resolution mechanism, and settlement mechanism in the event that the organizer is unable to continue its operational activities.

3.2. Responsibilities Of Spaylater Users To Shopee In Lhokseumawe City

In the credit financing agreement through the SPaylater transaction, several parties are involved, namely the SPaylater user is the debtor as the recipient of the loan, with Shopee as the marketplace and also PT. Commerce Finance is the creditor as a financing institution or lender. Users who can use the SPaylater feature must be Indonesian citizens (WNI) who are at least 21 years old and have an ID card.

After the user chooses to pay for the goods purchased using the SPaylater payment method, the user has agreed and electronically signed the financing agreement with PT. Commerce Finance. The financing agreement arises in every transaction with the SPaylater payment method made by the user. The agreement between PT. Commerce Finance and the buyer and/or user of the loan funds creates a legal relationship for both parties as regulated in Article 1338 of the Civil Code, then with the existence of this legal relationship, rights and obligations arise that must be fulfilled by both parties in the agreement.

The implementation of the agreement is the realization or fulfillment of the rights and obligations that have been agreed upon by the parties making the agreement, so that the agreement can achieve its goals. The goals will not be realized without the implementation of the agreement.

The financing agreement binds the parties PT. Commerce Finance and buyers and/or users of funds regulated in Article 1338 of the Civil Code where all agreements drawn up by parties are legally valid as laws for those who make them. Agreements made must be in accordance with the law and valid as regulated in Article 1320 of the Civil Code.

Agreements that have been made and agreed upon must be fulfilled by both parties in accordance with the provisions set out. Obligations or things that must be carried out in an agreement are usually called achievements. Achievement is something that can be demanded in an agreement. Article 1234 states "A contract is intended to provide something, to do something, or not to do something".

According to the provisions of Article 1338 paragraph (3) of the Civil Code, all agreements must be carried out in good faith. With that, the parties who have agreed to the agreement must carry out their obligations as well as possible and the agreement must run by observing the norms of propriety and morality. If one party does not carry out the performance as agreed, it is called a breach of contract. Default is contained in Article 1238 of the Civil Code "The debtor is declared negligent by a letter of instruction, or by a similar deed, or based on the power of the obligation itself, namely if this obligation results in the debtor being deemed negligent by the passage of the specified time".

According to Satrio, there are several forms of actions that can be said to be defaults, including:

1. Can fulfill obligations but not on time. If in its fulfillment the performance of the debtor is still expected, then the debtor is considered to have made a performance but is considered not on time;
2. Can fulfill the performance but is wrong or turns out to be not in accordance with the agreement that has been made. If the performance is fulfilled by the debtor incorrectly and cannot be corrected, then it can be said that the debtor is considered not to have fulfilled the performance at all;
3. The debtor cannot fulfill the performance at all. So in this case the debtor is declared to have committed a default.

This certainly also applies to the implementation of the agreement in the SPaylater transaction. The parties in this transaction must carry out their rights and obligations as agreed. The rights and obligations of the parties are stated in the agreement prepared by PT. Commerce Finance as a funder or lender and loan user can only agree to the agreement if they choose to use the SPaylater payment method. Users can use the financing method with SPaylater in a predetermined manner. The rights and obligations that must be fulfilled have been regulated as per the agreement referring to the Civil Code and related Laws and Regulations, namely OJK Regulation No.77/POJK.01/2016 concerning Information Technology-Based Money Lending Services.

The rights of fund users include the right to receive funds from the fund provider for transactions made by the fund user through the Shopee platform, the right to the latest information about Information Technology-Based Money Lending Services, the right to protection of personal information. Meanwhile, the obligations of fund users include the obligation to pay the agreed installments according to the due date and the obligation to pay the agreed interest.

The rights of fund providers include the right to receive a refund of the agreed funds at the due date. Meanwhile, the obligations of fund providers include the obligation to provide funds for transactions from debtors through the Shopee platform, the obligation to provide access to information to debtors through the Shopee platform, the obligation to provide access to information to debtors on the use of their funds, the obligation to maintain confidentiality of data from fund users, the obligation to provide other communication media besides the electronic system of information technology-based money lending services, the obligation to secure the components of its information technology system, the obligation to be responsible for losses to fund users due to negligence or error on the part of the fund provider. Article 1365 and Article 1366 of the Civil Code, reads:

Every act that violates the law and causes loss to another person, requires the person who caused the loss due to his mistake to replace the loss. And everyone is responsible, not only for losses caused by actions, but also for losses caused by negligence or recklessness.

This legal relationship gives rise to legal responsibility between the parties as regulated in Article 1365 and Article 1366 of the Civil Code. The rights and obligations that must be carried out by the parties in this transaction are the responsibility of each party itself. If one of the parties in the SPaylater credit financing agreement violates the provisions in the agreement, then they are required to be responsible for what they have done without exception. Violating what is meant is not only limited to SPaylater users not paying bills, but when users are late in paying or not in accordance with the amount and time specified in the agreement, then that is also considered a violation of the provisions.

Based on the results of an interview with one of the SPaylater feature users in Lhokseumawe City named Mutia, she said that she had once bought an electronic device in the form of a mobile phone (HP) with the SPaylater or installment payment method. During the payment period, Mutia had been late in paying the installment bill for 3 (three) months, the delay was not intentional but she could not pay the bill because of a situation that forced her to be late in paying the SPaylater bill.

The same is true for another SPaylater user in Lhokseumawe City named Cut Azura. Cut Azura as a user of the SPaylater feature who has been using this feature for 3 (three) years, there was a time when she felt it was difficult and heavy to pay her bill. She felt the difficulty when the amount of her bill increased, although the increase in the amount of the bill was due to her own desire to buy more goods using credit payments through the SPaylater feature.

From the two SPaylater users, it can be concluded that these two users did not intend to be late or postpone paying their bills. Although this delay was due to the circumstances of each user party, this act is considered a violation of the provisions as agreed by the parties. With the slow payment made by the user, the user can be said to be negligent in fulfilling the payment of his bill.

According to Mr. Hamdani, as deputy chairman of the North Aceh Consumer Dispute Resolution Agency, when the community as SPaylater users in Lhokseumawe City have purchased an item in one of the applications, for example Shopee, using the installment payment method or feature called SPaylater, it means that the user has been able and is obliged to pay off his payment. When the user does not pay or is late in making the payment, the user in Lhokseumawe City can be said to be in default in the agreed agreement. Because default is not only said when one party does not carry out its performance or obligations at all, but it can be said to be in default when one party is late or does not comply with its performance.

Default is not only when one party does not fulfill their obligations at all, but the forms of default can be classified into 3 (three) forms, including first, when one party fulfills their obligations but not on time or in other words late in carrying out the achievement, meaning that even though the achievement is carried out or given, it is not in accordance with the agreement. Such achievements are also called negligence. Second, when one party does not fulfill the achievement at all, it means that it is not only late but can no longer be carried out. This form of default occurs when a party does not carry out a promise according to the initial agreement. Third, when one party fulfills the achievement imperfectly, it means that the achievement is given but not as it should be. The cause could

be because the person concerned is unable to fulfill the promise or is usually below the standard of the initial agreement.

Default which is then carried out by the user of funds, when the user of funds has neglected to pay the bill that must be paid before or on the payment due date. SPaylater provides two due dates, namely on the 5th and 11th of each month. Users of funds can choose the due date according to their wishes. And users who have chosen the due date must pay their bills according to the date that has been set.

An agreement that binds both parties must have legal consequences, based on the Civil Code there are two legal consequences, namely the cancellation of the obligation or the termination of the agreement and breach of promise. The agreement can end if the fund user has paid the payment bill according to what was agreed, then the fund user has fulfilled his/her obligations, according to Article 1754 of the Civil Code, which reads: "A loan for use is an agreement, which determines that the first party submits a number of goods that can be used up to the second party on the condition that the second party will return similar goods to the first party in the same amount and condition".

If the agreement in the financing agreement is fulfilled, the agreement is automatically in accordance and the legal relationship for PT. Commerce Finance with the buyer and/or fund user disappears. However, on the other hand, if the obligations of the parties are not fulfilled or the rights of one party are not fulfilled, which causes a party to be harmed. The party causing the loss must accept the consequences or legal consequences for having committed a breach of promise or default.

The user who commits a breach of promise by paying the SPaylater bill late will be subject to a fine of 5% per month of the total bill that must be paid. The more the user delays payment, the more interest must be paid.

Based on the results of the interview with SPaylater users in Lhokseumawe City, namely Mutia, she said that she had been late in paying her bill for 3 (three) months, because of the delay, the interest that Mutia had to pay also tripled to 15% of the total bill that should have been. Mutia said that if she did not intend or was deliberately late in paying the SPaylater bill that was used and Mutia felt it was increasingly difficult to pay when her bill was added with interest

Article 1242 "If the obligation is intended not to do something, then any party who acts contrary to the obligation, because of that violation alone, is required to replace the costs, losses and interest".

Article 1244 which states "The Debtor must be punished to replace the costs, losses and interest. if he cannot prove that the failure to carry out the obligation or the inappropriate time in carrying out the obligation was caused by something unexpected, which cannot be accounted for to him. even though there is no bad faith on his part".

Mr. Hamdani as the deputy chairman of the North Aceh Consumer Dispute Resolution Agency said that in the SPaylater transaction, users in Lhokseumawe City who default in the form of late payment of bills will be subject to a fine. This fine is a responsibility that must be fulfilled by the user because they have caused losses to another party. Payment of fines in the form of interest has been regulated at the beginning of the online loan agreement, if the user as a debtor is late in paying or defaults, the user will bear interest of 5% of the total loan which will be accumulated with the following month's bill. 5 days

before the due date, Shopee has also provided a notification from the Shopee application to check the SPaylater bill and a warning to pay the bill immediately.

The responsibility of the recipient of funds if they default can be resolved through litigation or non-litigation.

In this case, the researcher also conducted an interview with a Respondent named Iyas as Shopee Customer Service, the methods that can be used to demand responsibility for fulfilling the achievement to the recipient of funds are that Shopee issues a warning to the user of funds since 5 days ago before the due date. The first warning given to the user is a notification from the Shopee application to check the SPaylater bill and a warning to pay the bill immediately. The day before the due date and on the due date, Shopee makes a phone call to the fund user and continues to provide warnings via SPaylater bill notifications continuously until the fund user has paid the bill.

However, if the bill has not been paid, PT. COMMERCE FINANCE through the Shopee platform can take action not to allow buyers and/or fund users to use the SPaylater payment method until the payment bill is paid in full.

The results of the interview conducted with Iyas as Shopee Customer Service, he also added that late payment of the SPaylater bill will have an impact on:

1. A late fee of 5% per month is charged from the total user bill.
2. Restrictions on access to functions in the application and the use of Shopee Vouchers.
3. The user's credit rating in the OJK Financial Information Services System (SLIK) which can prevent users from getting financing from banks or other companies.
4. Billing is carried out by telephone or field billing.

And if you do not make the payment, it will affect the user's credit performance and can also cause the SPaylater account to be frozen.

Mr. Hamdani said that in terms of buying and selling transactions, there are still many people in Lhokseumawe City who do not know their rights and obligations as sellers and buyers, especially in online buying and selling transactions, one of which is in using the SPaylater feature. Many people as SPaylater users in Lhokseumawe City also do not fully understand the rights and obligations of the parties. The community is less aware of the responsibilities that must be carried out if they violate the agreed agreement, where the violation is included in default. One example of this problem, a user who came to the North Aceh Consumer Dispute Resolution Agency (BPSK) Office to ask about solutions and what to do when late in paying installment bills. the user had received notifications in the form of warnings, bills and calls to make payments. But the user felt that there was no further billing when he did not make the payment.

Furthermore, Mr. Hamdani added that the factor that Shopee as the lender did not make further collections from SPaylater users in Lhokseumawe City was due to the still minimal loan limit or obstacles to making direct collections, this was due to the location being difficult to reach from the Shopee center. Therefore, Mr. Hamdani as Deputy Chairperson of BPSK North Aceh provided a solution and middle ground so that the problem could be resolved through deliberation. By continuing to pay bills and interest as the user's

responsibility. In using the SPaylater feature, users are considered legally responsible if there is a breach of promise or default that must be resolved through law. The responsibility of the recipient of funds if they commit a breach of promise can be resolved through litigation or non-litigation. If the breach of promise or default occurs, a deliberation can be carried out first between the parties. The deliberation can be carried out by the fund provider issuing a summons and the user as the recipient of the funds must pay the bill and interest as compensation. However, if the deliberation efforts are unable to resolve the dispute, efforts will be made through arbitration in Indonesia organized by the Indonesian National Arbitration Board (BANI) or submitted to the District Court.

CONCLUSION

1. The legal relationship that occurs in Lhokseumawe City between PT. Commerce Finance as a representative of SPaylater as well as a creditor with the user as a debtor is a legal relationship that is basically born because of a credit agreement or loan agreement, this refers to Article 1754 of the Civil Code. The legal relationship between the lender and the organizer is born from an agreement stated in an electronic document between the two parties. There are three parties that are legally involved in the SPaylater feature agreement, namely, SPaylater account users in Lhokseumawe City as debtors or recipients of loans through the SPaylater feature, Shopee as a platform providing the SPaylater feature or a lender also known as a creditor, and PT. Commerce Finance which is a fintech as a financing company or loan provider, namely an information technology-based money lending service provider in collaboration with the Shopee company. PT. COMMERCE FINANCE (fund providers) and fund users both have rights and obligations that must be fulfilled in accordance with the SPaylater credit agreement and are regulated by POJK Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services and Book Two of the Civil Code.
2. Legal responsibility for SPaylater users in Lhokseumawe City who are in default, namely the SPaylater service provider can make efforts to demand responsibility for fulfilling the performance to SPaylater users, where Shopee issues a warning to the user of funds since 5 days before the due date. The first warning given to the user is in the form of a notification from the Shopee application to check the SPaylater bill and a warning to pay the bill immediately. SPaylater users in Lhokseumawe City must also pay a late fee of 5% per month of the total user bill. SPaylater users in Lhokseumawe City will get restrictions on access to functions in the application and the use of Shopee Vouchers, user credit ratings in the OJK Financial Information Service System (SLIK) which can prevent users from getting financing from banks or other companies, billing is carried out by telephone or field billing and will affect the user's credit performance and can cause the user's SPaylater account to be frozen. SPaylater, if it feels disadvantaged by the loan recipient, can sue for damages on the basis of default.

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