



Legal Protection for Consumers in Renting Video Streaming Accounts obtained through Marketplaces

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DOI: <https://doi.org/10.31603/11953>

ARTICLE INFO

Article history

Received: 21-05-2023

Revised: 25-06-2023

Accepted: 29-07-2023

Keywords

Renting

Video Streaming Apps

Consumer Protection

Marketplace

ABSTRACT

Technology significantly impacts modern life, particularly through internet services that facilitate online transactions and content consumption via over-the-top (OTT) streaming platforms like Netflix, VIU, ect. These services provide convenience by allowing access to a broad range of films and series on various devices. However, the rise of marketplace platforms has led to the practice of renting video streaming accounts. This research aims to determine the validity of the video streaming account rental agreement through the marketplace and the protection of consumers in renting video streaming accounts through the marketplace. The method used is normative research methods with a legislative approach and literature study and is presented descriptively the results of this study explain that the agreement that occurs between the video streaming application service provider in the marketplace and the application tenant does not fulfil the validity of the agreement according to Article 1320 of the Civil Code, namely regarding the requirements of a halal cause. The tenant has violated the terms and conditions set by the official video streaming application service provider. Legal protection cannot be given to users of video streaming application services obtained through the marketplace because the objective conditions of the agreement are not fulfilled, which makes the agreement null and void and is considered never to have occurred.

ABSTRAK

Kata Kunci

Sewa Menyewa

Aplikasi Video Streaming

Perlindungan Konsumen

Marketplace

Teknologi memberikan dampak signifikan pada kehidupan modern, terutama melalui layanan internet yang memfasilitasi transaksi online dan konsumsi konten melalui platform streaming over-the-top (OTT) seperti Netflix, VIU, dan lain-lain. Layanan ini memberikan kemudahan dengan memungkinkan akses ke berbagai film dan serial di berbagai perangkat. Namun, munculnya platform marketplace telah memunculkan praktik penyewaan akun video streaming. Penelitian ini bertujuan untuk mengetahui legalitas perjanjian sewa nmenyewa akun video streaming melalui marketplace serta bagaimana perlindungan bagi konsumen dalam sewa menyewa akun video streaming melalui marketplace. Penelitian ini menggunakan metode penelitian normatif dengan pendekatan perundang-undangan serta studi pustaka dan disajikan secara deskriptif. Hasil dari penelitian ini menjelaskan bahwa perjanjian yang terjadi antara penyedia jasa aplikasi video streaming di marketplace dengan penyewa aplikasi tidak memenuhi syarat sahnya perjanjian sesuai pasal 1320 KUHPerdara yaitu mengenai syarat sebab yang halal. Pihak pemberi sewa telah melanggar ketentuan terms and conditions yang telah ditetapkan oleh pihak resmi penyedia layanan aplikasi video streaming. Kemudian perlindungan hukum tidak dapat diberikan kepada pengguna layanan aplikasi video streaming yang diperoleh melalui marketplace karena tidak terpenuhinya syarat objektif perjanjian yang menjadikan perjanjian tersebut batal demi hukum dan dianggap tidak pernah terjadi.

1. INTRODUCTION

Technology is one of the main aspects of life and has a high impact in today's society. One of the impacts of technology is the creation of internet services as a medium used by all circles of society in order to obtain all information and carry out communication.¹ The increasingly advanced use of internet services in this era of globalization has had an impact on various aspects, one of which is on the economic side where it is easier for people to carry out online transaction activities. The convenience provided by the online transaction system has an impact on consumer behavior so that they become more careful, selective and critical in determining products or services. Apart from economic activities, it is also easier for people to need entertainment facilities such as watching films or listening to music, such as over the top (OTT) technology services, namely a streaming media service offered directly to viewers via the Internet network. This service makes it easy to enjoy film or series shows, whether films produced domestically or abroad, which can be shown via cellphone, smart TV, laptop or other electronics connected to the internet. OTT services are very practical to use so that customers have more freedom to enjoy various digital streaming service content provided by OTT service providers. Available digital streaming services such as Netflix, VIU, IqIYI, Disney+ Hotstar, HBO GO, and other video streaming applications.² The streaming application service can be obtained through the official website provided by each application or through the Google Play Store application. However, streaming application services are used by parties to become objects of business activities. One of them is by renting paid premium video streaming application accounts through marketplaces such as Shopee, Tokopedia, Lazada, and other marketplace applications, with offers in the form of prices that are lower or cheaper than the prices on the official site and with an easier payment system.

The video streaming application provider will offer 2 (two) streaming systems, namely a sharing system where the application provider increases the application profile account to 2-4 accounts, and 1 (one) account can be accessed by 2 (two) different people. Then with a private system, where the video streaming application profile account can only be accessed by one person or one account. Streaming application providers provide offers starting from Rp. 10,000 for a sharing account for 1 (one) month and the price is Rp. 50,000 for a private account for 1 (one) month on the Netflix application, then Rp. 10,000 per month for the VIU application, for the Disney+ Hotstar application you can rent daily or monthly for approximately Rp. 20,000 to Rp. 60,000. In practice, renters and streaming users frequently experience complaints about renting video streaming accounts through this marketplace, including that the streaming account service offered cannot be used, even though the term has not yet ended. If there is a complaint regarding the video streaming service application, the account provider does not want to take responsibility and does not follow up on the complaint from the account tenant. When a renter complains via chat, the party renting the account does not respond and the only way to do it is to give a bad review in the shop rating column. Based on these problems, questions arise regarding the legality of rented accounts and then what legal protection is given to consumers in the activity of renting video streaming accounts through the marketplace.

Regarding the state of art, the author found research written by Rizky Aulia Febriyanti entitled "Legality of Netflix Account Rental Agreements via Twitter Social Media". This research discusses the legality of

¹ Muhamad Ngafifi, "KEMAJUAN TEKNOLOGI DAN POLA HIDUP MANUSIA DALAM PERSPEKTIF SOSIAL BUDAYA," *J. Pembang. Pendidik. Fondasi Dan Apl.* 2, no. 1 (July 29, 2014), <https://doi.org/10.21831/jppfa.v2i1.2616>.

² Sugiarto and Nurunnisa Paquita Syech Abu Bakar, "Kepuasan Pelanggan Terhadap Aplikasi Over The Top (OTT): Studi Pada Vision+," *Coverage* 14, no. 1 (July 29, 2023): 50–62, <https://doi.org/10.35814/coverage.v14i1.5331>.

Netflix account rental agreements via Twitter which is reviewed using the principles of agreement and the legal terms of the agreement. and explains the legal responsibilities carried out by Netflix, Inc and Twitter in the event of a default. In the research written by this author, the focus is more on renting video streaming accounts obtained through marketplace sites where the rental activity violates the provisions of video streaming application services and legal protection for consumers who rent accounts through marketplace sites.³

2. RESEARCH METHOD

This research used normative research using a statute approach with invitational legislation regarding the conditions for the validity of agreements, the principles of agreements, and consumer protection as regulated in the Civil Code. This research sources of law using primary legal sources are laws, as well as using primary legal sources such as legal journals, books, and other sources such as literature on the internet and articles related to the topic discussed and a conclusion is drawn which is prepared descriptively.

3. DISCUSSION

3.1. The Legality of Renting a Streaming Video Account through a Third Party

Article 1548 of the Civil Code, a rental agreement is an agreement between the parties who bind themselves to provide the enjoyment of an item, for a certain time and with the payment of a price to a second party or another. There are several elements contained in an agreement, including the essential element, which is an important element in the agreement, for example the requirement for the price of the goods or services offered. The naturalia element is an element that is not required to be included and is not coercive, so that if this element is not present in the agreement, then the agreement is still declared valid before the law. Then the accidental element is a complementary element in an agreement whose provisions are regulated based on the parties, such as the payment period or liability for compensation.⁴

Then the agreement must also meet the requirements for the validity of the agreement, as regulated in Article 1320 of the Civil Code, namely the agreement of the parties entering into the agreement, if there is no agreement from both parties then the agreement is invalid and can be cancelled. The requirement is that both parties must be competent in making an agreement, if one of the parties has not been declared competent, the agreement made is invalid, so that the party who suffers a loss can ask for the agreement to be cancelled. The third condition is that there is a certain thing in the form of goods or services that can be applied to the agreement, it must be certain and can be traded. The fourth condition regarding the existence of a halal cause, namely that the agreement must contain good things and not conflict with morality and norms.⁵ The first and second terms of the agreement are often called subjective terms

³ R R Dewi Anggraeni and Acep Heri Rizal, "Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan," *SALAM J. Sos. Dan Budaya Syar I* 6, no. 3 (2019): 223–38, <https://doi.org/10.15408/sjsbs.v6i3.11531>; Anna Sayyida Sya'bani, "Analisis Hukum Ekonomi Syariah Terhadap Praktik Sewa Menyewa Sharing Account Netflix Pada Media Sosial Twitter : Studi Kasus Akun @lapakpremium" (UIN Sunan Gunung Djati Bandung, 2022), <https://digilib.uinsgd.ac.id/62574/>.

⁴ Zen Abdullah, "KAJIAN YURIDIS TERHADAP SYARAT SAH DAN UNSUR- UNSUR DALAM SUATU PERJANJIAN," July 29, 2024.

⁵ Ananda Azizah Nur'ansory, Eva Fauziah, and And Neng Dewi Himayasari, "Hukum Penggunaan Aplikasi Modifikasi Viu Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Fikih Muamalah," July 29, 2023, <https://garuda.kemdikbud.go.id/documents/detail/3284030>.

because their contents are related to the party making the agreement, if these terms are not fulfilled then the agreement can be cancelled. Meanwhile, the third and fourth conditions are objective conditions because they relate to the object in the agreement, if the objective conditions are not fulfilled it causes the agreement to be null and void or the agreement has no legal force so it is deemed to have never existed.⁶

Currently, rental agreements are becoming easier due to technological developments and changes in people's behavior, who are becoming more careful when determining which products or services they might choose. The Netflix platform is an application that has a streaming service feature with a subscription service system that allows customers to watch TV shows or films on devices such as cellphones, tablets or computers connected to the Internet. With a monthly subscription system whose subscription costs vary, you can get it via the official video streaming application website or via the Google Play Store. For example, subscribing to the Netflix video streaming application can be obtained via the official Netflix website, namely <https://www.netflix.com>.

Subscribing to a video streaming application can not only be obtained through the official website because currently many people rent out their video streaming accounts through marketplaces such as the online shopping application Shopee, Lazada, or Tokopedia. Currently, there are many free video streaming account rental services that promote renting these accounts with cheaper subscription prices and varying time periods.

For renting video streaming accounts through the marketplace, there are 2 systems offered by renters, namely sharing accounts and private accounts. Sharing accounts are used simultaneously with other people, with the system 1 account can be used by two or more users with conditions of use determined by the renter, such as not being allowed to change the pin or profile name. However, using the account sharing system together can cause screen limitations, namely a condition where other users cannot access the video streaming application temporarily.⁷

Renting a video streaming account through the marketplace requires an agreement between the two parties, both the renter and the renter, when the renter makes the account rental payment. After the renter makes payment, the lessor will send an e-mail and password to the application account along with provisions on what is allowed and what is not allowed to use the account. Likewise, the purchase of a video streaming account made by the renter with the official video streaming application, an agreement between the official application (service provider) and the renter (service user) occurs when the renter makes payment via the official website of the application after which the renter must comply with the policy. which has been determined by the official video streaming application provider.⁸

Netflix has official regulations or policies regarding the conditions for using the application which can be found in the terms and conditions (terms and conditions) menu of the Netflix application and on the Netflix website which contains several things, one of which is regarding Netflix services and Netflix content which may only be used for personal and non-public use commercial unless permitted in the subscription package.

In the agreement between the Netflix video streaming application service provider and the lessor as the service user, there was a violation of the terms and conditions carried out by the lessor as the official

⁶ Ni Made Cahyani Indiraswari and Putu Devi Yustisia Utami, "Perlindungan Hukum Terhadap Pengguna Account Netflix Premium Sharing Yang Diperoleh Secara Ilegal Melalui Pihak Ketiga," July 29, 2023, <https://jurnal.harianregional.com/kerthasemaya/id-97971>.

⁷ Indiraswari and Utami.

⁸ Veldha Arabella Latulola, Sarah Selfina Kuahaty, and Theresia Louize Pesulima, "Perlindungan Hukum Netflix Atas Penjualan Akun Premium Di Media Sosial," *PATTIMURA Legal Journal* 3, no. 1 (July 29, 2024): 45–55, <https://doi.org/10.47268/pela.v3i1.13261>.

service user of the Netflix application. The renter as the service user rents out the agreed object in the form of his video streaming account to other people for personal use through the marketplace site. Based on the provisions stipulated by the official Netflix application, renting video streaming accounts is not allowed and is prohibited, so that the rental agreement between the lessor and the lessee is not in accordance with the principle of good faith. Article 1338 of the Civil Code regarding "agreements must be carried out in good faith" but the lessor violates the agreement agreed upon with the service provider, this is based on the principle of *pacta sunt servanda* which explains that all agreements made legally apply as law for them. who made it.⁹ In this case, the law in question is the content of the agreement that has been agreed upon by the parties, which in the principle of *pacta sunt servanda* explains that the law in an agreement is the legal protector for all parties when the agreement is agreed upon by the parties and must be implemented by the parties as per law.

The agreement between the lessor and the lessee does not meet the requirements for the validity of the agreement, namely because the lessor is dishonest in conducting his business, where the lessor buys an account through an official application which should be used for personal use and then rents it back to others to make a profit. By violating a previously agreed upon agreement, this violates Article 1320 of the Civil Code regarding the conditions for the validity of an agreement, namely the failure to fulfil the objective conditions for a lawful cause. According to Article 1337 of the Civil Code, it is explained that a cause is prohibited, if the cause is prohibited by law or if the cause is contrary to morality or public order. This agreement cannot be implemented because it conflicts with the agreement that applies to the renter as a video streaming application consumer with the video streaming application service provider. So, the rental agreement for a video streaming account through the marketplace is an illegal activity because it violates the provisions of the law and the terms of use of the video streaming application set by the official video streaming application service provider. This causes the agreement between the lessor and the lessee to not fulfil the requirements for the validity of the agreement in Article 1320 of the Civil Code, namely regarding lawful causes. This causes the agreement between the lessor and the account lessee to be null and void and it is deemed that no agreement has ever occurred.

3.2. Legal Protection for Consumers in Renting Streaming Video Accounts obtained through Third Parties

According to Satjipto Rahardjo, legal protection is providing support for human rights that are harmed by other parties and this protection is provided to every community so that they can enjoy all the rights granted by law.¹⁰ The increasing interest of society in doing various things makes legal protection important in social life. One of them is that the increasing public interest in buying and selling and making transactions means that the government must further improve the quality of regulations for the public in carrying out buying and selling or making transactions. For example, with the existence of legal protection for consumers in Article 1 of Law Number 8 of 1999, it is explained that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers.¹¹

⁹ William H Sianipar, "Penerapan Asas Itikad Baik Dalam Perjanjian Sewa-Menyewa Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata," *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana* 3, no. 2 (July 29, 2021): 405–14, <https://doi.org/10.46930/jurnalrectum.v3i2.1944>.

¹⁰ Dimas Pramudya Widodo and dan RA Antari Innaka T, 'TINJAUAN YURIDIS PERJANJIAN SEWA MENYEWAKAN AKUN NETFLIX PREMIUM YANG DISEWAKAN KEMBALI DENGAN SISTEM SHARING ACCOUNT', n.d., <http://etd.repository.ugm.ac.id/>.

¹¹ Sya'bani, "Analisis Hukum Ekonomi Syariah Terhadap Praktik Sewa Menyewa Sharing Account Netflix Pada Media Sosial Twitter : Studi Kasus Akun @lapakpremium."

In relation to legal protection for users of video streaming rental accounts through the marketplace, legal protection for users or renters cannot be provided because the legal conditions of the agreement are not fulfilled, namely regarding the objective requirements for a halal cause. If the agreement made does not comply with the terms of agreement in Article 1320 regarding lawful causes, then the agreement has no legal force.

In article 1335 of the Civil Code, it is explained that an agreement that has no cause or is made for a false or forbidden reason has no force, so the agreement is considered to have never existed or been made in the first place so that no agreement or agreement has ever been established. If an agreement does not fulfil a lawful cause, article 1336 of the Civil Code explains "a cause is prohibited, if the cause is prohibited by law or the cause is contrary to morality or public order". The agreement entered into cannot be carried out because it violates the law, so legal protection for the account user or renter cannot be provided because it has violated the regulations regarding the conditions for the validity of an agreement in accordance with Article 1320 of the Civil Code, namely regarding the requirements for a halal cause. The legal consequence of not fulfilling the conditions for the validity of an agreement regarding halal causes is that the agreement made is invalid and null and void (null and avoid).¹²

By not enforcing this agreement, users of Netflix rental services through the marketplace cannot be said to be consumers, so legal protection for users of video streaming accounts through the marketplace, which includes illegal activities, is null and void. In a judicial review, it is null and void according to article 1265 of the Civil Code which states that "a condition is void, if the condition is fulfilled, it will cancel the agreement and bring everything back to its original state, as if no agreement had occurred." According to Mariam Daruz Badruzaman, Article 1265 of the Civil Code which states that if the conditions for cancellation are fulfilled, the agreement will be canceled and the situation will return to normal, such as when the agreement has not been carried out, so the conditions for the cancellation of the agreement require the lessor to provide compensation if a loss occurs.¹³ Thus, the legal consequences of not fulfilling the legal conditions of an agreement are that the agreement becomes invalid and null and void so that legal protection for users or renters of video streaming accounts obtained through the marketplace cannot be provided.

4. CONCLUSION

The conclusion contains a description that should answer the problems raised and answer the research objectives. Provide clear and concise conclusions. Do not repeat the abstract or describe research results simply. Provide a clear explanation regarding possible applications and/or suggestions related to research findings. The rental agreement for a video streaming account through the marketplace is an illegal act because it does not contain the element of good faith, where the renter is not honest in providing information regarding the validity of the streaming application account. The renter violates the regulations set by the application service regarding application services and any content related to video streaming applications which is only for personal, non-commercial use and is not permitted to be shared with other people. The activity of renting a video streaming account through the marketplace also does

¹² Syahriana Hannan Fathya Achya, Intan Tri, and Niken Pangesti, "Perlindungan Hukum Terhadap Pengguna Layanan Aplikasi Premium Yang Diperoleh Dari Pihak Ketiga," July 29, 2024, <https://ejournal2.undip.ac.id/index.php/dplr/article/download/18946/10352>.

¹³ Indi Millatul Aula and Akhmad Budi Cahyono, 'Pembatalan Perjanjian Secara Sepihak Akibat Wanprestasi (Studi Pembatalan Perjanjian Secara Sepihak Akibat Wanprestasi (Studi Putusan-Putusan Pengadilan Dan Perbandingan di Negara-Negara Putusan-Putusan Pengadilan Dan Perbandingan di Negara-Negara Civil Law) Civil Law)', *Lex Patrimonium*, vol. 2, 2023, <https://scholarhub.ui.ac.id/lexpatri>.

not meet the terms of the validity of the agreement, namely the terms of a halal cause where the object being rented is a prohibited object because the renter violates the provisions of the law and the terms of use of the video streaming application stipulated by the application service provider. official video streaming. Thus, the legal consequences of not fulfilling the legal conditions of an agreement are that the agreement becomes invalid and null and void so that legal protection for users or renters of video streaming accounts obtained through the marketplace cannot be provided.

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