Responsibilities of PT. GO-JEK Indonesia Semarang as Business Services Provider of Consumer Protection Online Services by Law Number 8 of 1999 Consumer Protection

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Abstract

PT. GO-JEK Indonesia utilizing the technology by issuing a GO-JEK application. People who will use the services-JEK Indonesia PT.GO application must download an app on a smartphone GO-JEK. The application, the customer is required to fill the data of identity. Charging the identity of the data, the driver will know the identity of the customer. Genesis ever happening to one of the customers PT.GO-JEK Indonesia Semarang is Ria (not her real name) use the services of GO-JEK driver got terror threat for comment after using the services of GO-JEK, of course is very detrimental to customers where the identity given to PT.GO-JEK Indonesia Semarang misused by the bad faith. This study aims to determine the responsibility of PT. GO-JEK Indonesia Semarang against losses incurred in terms of the confidentiality of customers' identities. This study uses a qualitative approach that is normative approach with the Act. Specifications spefikasi descriptive study clearly describe later with legal theory and practice of positive law linked to the research conducted. Responsibility PT.GO-JEK Indonesia Semarang to customers have been pursued by the Company by making the latest software in order to safeguard the identity of customers regarding compensation The Company provides compensation in accordance with the rules and regulations that have made the Company. Responsibility and compensation in accordance with the rules of Law No. 8 of 1999 on Consumer Protection.

Keywords: Responsibility; Customer; PT.GO-JEK Indonesia
Introduction

Development and economic development in Indonesia has produced a wide range of goods and services that can be consumed by the public. The entry of the entire world economy in the era of globalization and free trade, supported by telecommunications and information technology into a space for the flow of goods and services, the better. Conditions rapid development like this gives one side a very significant benefit for the community and cause harm to the public. The economic development is inseparable from the development of transportation activities. Transportation activities is one part of human life is very important. Indonesia’s geographical circumstances which consists of thousands of islands that allow their transportation activities through three channels, namely land, sea, air.

The development of transport models emerge as community needs rapid transport with better quality, prices are affordable, safe and comfortable. Along with the emergence of freedom of transportation had a positive impact and negatif. Positifnya where consumers have many options related to the goods and services they consume or use. The downside is the growing complexity and breadth of the provision of goods and services by businesses is increasingly lack perhatian against consumer rights and consumer protection. The rise of companies in Indonesia, especially in Jakarta was a breakthrough or new ideas in the development of transportation service that is fast, easy, and inexpensive.

Companies that take advantage of advances in information technology and application service providers that claims to be the first company in the application service provider, namely PT.GO-JEK Indonesia. Their GO-JEK in Jakarta provide a benefit to the people of Jakarta who want to avoid the congestion, because the GO-JEK give an innovation that service provider applications that connect passengers with drivers using the online application, not just as a liaison passengers with the driver but the company also offers Additional services such as Go-ride, Go-send, Go-box, Go-food, Go-mart and Go-clean (Interview with Maulana Pandu as Dynamic Culture Division Thursday, May 12, 2016). PT GO-JEK consists of various drivers that partnering with a company as a liaison between the passenger with the driver, it is certainly attract the public to use these services.

In accordance with what is expected by PT.GO-JEK enormous public enthusiasm in using GO-JEK application services, it makes the GO-JEK wants to expand its business in nine major cities in Indonesia such as Bandung, Surabaya, Bali, Makassar, Medan, Palembang, Semarang, Yogyakarta, and Balikpapan (Gojakgojek.com, 2018). Online-based applications issued by PT. GO-JEK Indonesia, particularly in the area of Semarang have the same enthusiasm as the first one in Jakarta, Semarang welcomed local communities with their service.
provider application that will allow the community to conduct its activities. The high demand and interest which many in the use of application services GO-JEK not only as a liaison between consumers and drivers, but also as activities such as the purchase of food, purchases of goods in supermarkets and markets as well as conveyance delivery of goods and house-cleaning services become an attraction for a busy community groups to use the services provided by PT.GO-JEK.

People who will use the services of PT.GO-JEK must first download the application that has been provided in the GO-JEK account, where service users have to fill the data themselves, home address, telephone number that can be contacted and natureat which you want to target. Charging identity, automatically the identity of the driver will be aware of all the users of services so that it becomes a big responsibility for the company in which consumers provide kepercayaanya to use the services offered by the company. If not this makes the service user GO-JEK harmed. In this case the Ria (not her real name) who choose to use the services of GO-JEK received terror threats from driver GO-JEK for negative comments on one driver GO-JEK, another event was also received by the service user GO-JEK that gets a mengoda short message from one of the GO-JEK driver to the service user are sent every day (kompas, 2018). The existence of such cases provide PT.GO-JEK concern that Indonesia must provide a comfort, security, privacy and security keamaan both in transportation for users of GO-JEK applications that have used these services so consumers continue to believe with the quality, comfort and safety which is given. In general, the carrier is obliged to hold a public transport process to safely and comfortably, while the passenger is entitled to obtain security and comfort in using the application in this case the application GO-JEK.

According to the Law No. 11 Year 2008 on Information and Electronic Transactions, hereinafter referred to ITE Law Article 16 provides that:

1. To the extent not otherwise stipulated by separate legislation, any Electronic System Operator shall operate the Electronic Systems that meet the following minimum requirements:
   a. Can redisplay the Electronic Information and / or Electronic Documents in full accordance with the retention period specified by the legislation;
   b. Can protect the availability, integrity, authenticity, confidentiality, and keteraksesan Operation of Electronic Information in the Electronic Systems;
   c. Can operate in accordance with the procedures or instructions in Administering the Electronic Systems;
d. Equipped with the procedure or instructions are announced with language, information, or symbols that can be understood by the parties concerned with the Electronic System Implementation;

e. have a sustainable mechanism to keep the novelty, clarity, and accountability procedures or instructions.

(2) Further provisions on Provision of Electronic Systems as referred to in paragraph (i) shall be regulated by Government Regulation.

Article 16 paragraph (i) letter b UU ITE that business application service provider shall maintain the security, integrity and confidentiality of the identity of consumers. In the case of a person's identity should be done with the consent of the person concerned this is in accordance with Article 26 of the ITE Law states that:

(i) Unless otherwise provided by legislation, use of any information through electronic media concerning the person's personal data should be done with the approval of the person concerned

(2) Any person who violated their rights as referred to in paragraph (i) may file a lawsuit for damages incurred under this Act.

Article 26 of Law ITE explained that consumers who violated his right against self-identity of the data may claim reimbursement of the case in accordance with Article 19 paragraph (i) of Law No. 8 of 1999 on Consumer Protection, hereinafter referred to UUPK states that: 'Actors effort required is responsible for providing compensation for damage, pollution or consumer losses due to the consumption of goods and / or services produced or traded'.

Article 19 paragraph (i) of BFL is clear that businesses obliged to provide compensation on the things that harm consumers. With the explanation of liability businesses to consumers expected businesses to obey the letter of the article.

**Research Problems**

Based on the background of the above problems, it can be formulated permasalahanya as follows: How liable PT.GO-JEK Indonesia Semarang As business communities Application Provider Consumer Protection Against Online User Services Based on Law No. 8 of 1999 on Consumer Protection?
Research Method

Research method is the method used in this research is normative juridical or legal research only examined material library that is also called legal research literature (Soekanto and Mamudji, 1996). Normative legal research is also called doctrinal law research. In this kind of legal research, conceptualize law as it is written in the legislation (law in book) or legal conceptualized as a rule or norm that is the benchmark of human behavior is considered appropriate to approach legislation.

Specifications of this research is descriptive, which is explained further by Ronny Hanintijo descriptive research are: The study, in addition to describe the situation, object, or event is also a certain confidence will take the conclusions of the object associated with the issue of legal theories and practice of positive law concerning permasalahan (Soemitro, 1988). Relation to the study the researchers did was to illustrate the application of the responsibility PT.GO-JEK Indonesia Semarang as businesses online application service provider based on Law No. 8 of 1999 on Consumer Protection. Research sites include: Technical Implementation Unit Library UnSoed Prof. Dr. HR. Boenjamin 708 Grendeng – Purwokerto; Scientific Information Center of the Faculty of Law Prof. UnSoed Dr. HR. Boenjamin 708 Grendeng – Purwokerto; PT.GO-JEK Indonesia Jl. No.99B South Kemang Raya, South Jakarta; PT.GO-JEK Indonesia Kalibanteng No.240-244 Jalan Siliwangi Semarang Semarang Kulon.

The research material used in this study are: Secondary Data (Ibrahim, 2008); Law, namely the legal materials that provide an explanation for the primary legal materials eg Bill, research results, and the works of the law. Relation to this study used secondary law is the result of research and the brainchild of the law such as literature, journals, and scientific bulletins legal field (Soekanto and Mamudji, 1985); and Tertiary legal materials, that are materials which provide instructions or explanations for material primary law and secondary law such as legal dictionaries, encyclopedias, and others.

This research using primary data from PT.GO-JEK Indonesia Semarang as an application service provider businesses. This data is in the form of data or information or interviews with the staff in PT.GO-JEK Indonesia, Mr Pandu Maulan as Dynamic Culture Division as supporting data from secondary data in this study.

Secondary data obtained through the literature on the legislation, literature books, scientific papers, articles, and documents relating to research materials,
then served as a guideline for organizing the data. Then, Primary data is data obtained directly from the object of research in the form of descriptions interview results or interviews with Mr. Maulana Pandu as Dynamic Culture Division associated with the object of research as supporting or supporting secondary data.

Presentation of legal materials in this study using narrative text form, ie data that has been processed in the narrative text descriptions. The presentation of narrative text is a description that systematically structured, logical, and rational. In the overall sense of the data obtained will be linked with each other customized to the subject matter under study, so it is a unified whole.

Methods of data analysis used in this study is a qualitative normative data analysis methods. Normative data analysis method qualitative discussion and elaboration are arranged logically on the results of a study of the norms, rules, and legal theory relevant to the subject matter.

Discussion

GO-JEK is Karya Anak Bangsa is the first to be born with good intentions to provide solutions facilitate the daily life in the midst of urban congestion. GO-JEK is a company which was established under the laws of the Republic of Indonesia. GO-JEK is a socially minded company that led the industrial revolution motorcycle taxi driver. GO-JEK first launched in 2010 by a young native Indonesia, Makarim Nadhiem, When was the founder and CEO (Chief Executive Officer) in his thinking, how the public can get the service that is easy, safe, convenient, and reliable with clear tariffs and the motorcycle driver becomes easier to get new customers and improve the quality of earnings. Early in 2010 the GO-JEK service can only be enjoyed through the call center. At that time, the services offered include transportation has GO-JEK, courier, and shopping. The initial purpose when it is improving the performance of the motorcycle driver.

Services provided GO-JEK when it was quite interested by the public and motorcycle taxi drivers. GO-JEK take advantage of emerging Internet technologies, so that in 2015 PT. GO-JEK Indonesia decided to GO-JEK providing services in the application form. GO-JEK become so technology-based solutions facilitate all the needs of daily life in the community. GO-JEK is where the growth is significant. GO-JEK currently launching in the application form precisely in 2015, there are three services offered, such as transport, instant courier, and shopping. The three services offered by GO-JEK gets this much enthusiasm from the public. So GO-JEK issuing new services to consumer expectations really helped. Service issued GO-JEK not only drive, but there is a new service, named GO-SEND (courier services), GO-FOOD (purchasing services and between meals), GO-MART
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(personal shopper service). These services also help the drivers get a higher income. Therefore, the driver is not just waiting for the GO-RIDE (service drive) that exist only in certain hours, but the driver can also deliver the desired needs of the consumers of the services issued by GO-JEK. Other than that, services issued by GO-JEK greatly assist the MSMEs (Micro, Small and Medium Enterprises) in the food sector increase sales by increasing orders after joining GO-FOOD (purchasing services and between meals). These services received a positive response and enthusiasm has been overwhelming. Much enthusiasm in the use of public services incurred by the GO-JEK be a reference to the GO-JEK in order to create an innovation services that can help all of the needs of consumers. So GO-JEK relaunch services such as GO-BOX (service carriage of goods by car), GO-GLAM, (service beauty care), GO-CLEAN (service to clean the house), GO-BUSWAY (service to mengetahuai schedule busway )

The service issued by GO-JEK that people increasingly easy to cope with the needs and daily life. The success of the services offered by GO-JEK in Jakarta making GO-JEK wants to expand its business in the field of application in several big cities in Indonesia, Bandung, Surabaya, Bali, Makassar, Medan, Palembang, Semarang, Yogyakarta, and Balikpapan. It can be said that with the presence of GO-JEK, something that was impossible few years back now is possible. Consumer demand for application services issued by GO-JEK continue to grow and develop, because consumers can easily download apps on smartphones GO-JEK. Consumers will use the application issued by GO-JEK required to download the application on the smartphone. Applications are issued GO-JEK, every day continues to increase even until now it has reached 15 million downloads of the application GO-JEK. One thing that continues to be the whip for GO-JEK is developing the social economy. Therefore, GO-JEK focused empower informal sector workers in order to increase income and improved welfare.

Focus taken by the GO-JEK proved with effort and hard work achieved produce very satisfactory results. Commitment GO-JEK to develop the people's economy, not only shown to help the motorcycle taxi drivers bases, as Karya Anak Bangsa, GO-JEK help Kapster, service providers clean and masseur, so that they are incorporated in the partner GO-JEK has more consumers and increase revenue. GO-JEK believe by focusing on populist economic development, GO-JEK not only can help you live and the needs of consumers, but also opens up opportunities for more people to work, create jobs, increase income and welfare. So GO-JEK Masterpieces Nations Children can help the children of the nation and to continue working.
Economic development in Indonesia has produced a wide range of goods and services that can be consumed by the public. The entry of the entire world economy in the era of globalization and free trade, supported by advances in technology, telecommunications and informatics into the space for the flow of goods and services, the better. Progress telecommunications and information technology used by the Company are PT.GO-JEK Indonesia to provide an innovation that online application service provider that connects the driver with the consumer. Innovations that utilize advances in technology, telecommunications and informatics mendapar high enough enthusiasm from the public.

The principle of responsibility is very important in consumer protection laws. Where businesses have no liability for any damages or errors received by consumers (Shidarta, 2000). The principle of the responsibility of business operators actually been formulated clearly and in detail in the legislation that should be considered and used as guidelines by the business in the ordinary course of business, only in practice the responsibility is often overlooked because of bad faith of businesses and lack of consumer initiatives in the losses suffered. Business agent definition contained in Article 1 paragraph (3) of Law No. 8 of 1999 on Consumer Protection, hereinafter referred to BFL are:

A business agent is any person or business entity either legal entity or non-legal entity established and domiciled or conducting business activities in the territory of the Republic of Indonesia, either individually or jointly by agreement for business activities in the economic field.

Definition of entrepreneurs in Article 1 paragraph (3) of BFL is quite broad because it includes wholesalers, suppliers, retailers and others (Miru and Yodo, 2004). While the explanation of the article states that the businesses are included in the definition of the Act is a company, state-owned enterprises, cooperatives, importers, traders, distributors and others (Nasution, 2001). Explanation of Article 1 paragraph (3) of BFL explained that the company is a business communities, which means in this case has a logical konsekuensni the products or services with which consumers are already supposed to be protected rights.

Problems with the services provided by PT.GO-JEK Indonesia have occurred, the problems associated with the misuse of consumer identity and is potentially causing a loss to the consumer and therefore the responsibility of businesses and protection of consumer rights should get a concern more, regardless of status rather than the business actors including regular business operators and the Company.
Ahmad Miru and Sutarman Yodo mention businesses understanding that the manufacturer of finished products, raw material producers, or a maker of parts and any person who reveals himself as a producer, by putting his name, brand or a sign of distinction on the product, to make himself as producer (Miru and Yodo, 2004).

Az. Nasution classify businesses as follows: Business as a creator or the creator of goods is the source of the goods realization of safe and does not harm consumers; Traders as the party that delivered the goods to the consumer; Entrepreneurs services (Entrepreneurs who provide services or sell an achievement to the consumer) (Nasution, 2001). The parties in the application of PT. GO-JEK Indonesia, is associated with the Article 1 paragraph (3) of the Law on Consumer Protection and the opinion of Ahmed Miru, Sutarman Yodo and Az Nasution, it can be described that PT. GO-JEK Indonesia is an Application Service Provider business communities.

Understanding Consumers in Article 1 paragraph (2) of the Consumer Protection Act, namely:

Consumers are everyone user of goods and / or services available in the community, whether it be for yourself, family, other people and other living beings and not for sale. In addition to the existing consumer understanding in the Consumer Protection Act, AZ. Nasution (2001) also expressed understanding of consumers, namely:

Consumers term comes from the translation of the word consumer (British, American), or consumennt / konsument (Netherlands). Understanding of consumer or consument it depends in a position where it is located. Literally the word consumer is (as opposed to producers) every person who uses the goods. The use of goods or services including group determine where that user. Similarly, the English-Indonesian dictionary gives the meaning of the consumer as users or consumers.

AZ. Nasution (2001) proposed definition of consumer in the language while Ahmad Yani Gunawan Widjaja and consumer understanding specifically argued that: Consumers are everyone user of goods and or services available in the community, for the benefit of themselves, others, as well as other living beings and not for sale (Widjaja and Yani, 2008). The parties in the application-JEK PT.GO Indonesia on third parties in the application GO-JEK relation to Article 1 paragraph (2) of the Law on Consumer Protection and opinions AZ Nasution, Gunawan Widjaja and Ahmad Yani, it can be described that consumers who use the services PT.GO application-JEK Indonesia or commonly referred to as the Customer.
Civil Code set out more about the principles of law in the third book about the engagement and book IV of Proof and Expiry. Book III contains a variety of legal relationship, an engagement that occurs under the agreement and engagement that was born under the law. Understanding treaty by:

Subekti found: Agreement is an event where a promise to one another or where the two men promised each other to implement something (Subekti, 2008). Erman Radjaguguk argued for the agreement are: A written document containing the wishes of the parties to achieve its commercial objectives, and bagimana it benefited, protected or restricted responsibilities in achieving its objectives (Erman Radjaguguk, 2000)

Civil Code regulates the Treaty in Article 1313 which states the definition of the agreement are: An agreement is an act by which one or more persons bind himself to one or more other people. Civil Code describes the terms of an agreement valid under Article 1320, namely: Required for a legal contract four conditions: They agreed that bind himself; Ability to create an engagement; A certain thing; A cause that kosher

The first party as a partner is PT.GO-JEK Indonesia two parties both as a partner 2 that is driver-JEK Indonesia PT.GO relation to Article 1313 of the Civil Code on the definition of the agreement, Article 1320 of the Civil Code on legitimate terms of the agreement, as well as the opinions Subekti and Erman Radjaguguk it can be described that the agreement made by PT.GO-JEK Indonesia and the driver was an agreement made on the basis of the agreement that there is no coercion or penipuan between the two sides. The parties made an agreement that is PT.GO-JEK Indonesia represented the Co-Head of GO-RIDE are those aged 21 years, ably competent legal means in making the agreement, while the second part of the driver who joins as a partner of GO-JEK is those who are aged 21 years, which means skilled in making the agreement. Certain things that are agreed between PT.GO-JEK Indonesia and the driver is a partnership agreement which means that PT.GO-JEK Indonesia connects the driver with the customer through the application issued by PT.GO-JEK Indonesia namely GO-JEK application. A lawful cause, in this case what was agreed between PT.GO-JEK Indonesia and the drivers are not contrary to law, morals and public order.

Civil Code governs the principle of freedom of contract in the agreement under Article 1338 paragraph (1) which states that: All agreements made legally valid as law for those who make it. The provisions of Article 1338 of the Civil Code to give freedom to the parties to: Create or not create agreement; Entered into agreements with anyone; Determine the content of the agreement, the
implementation of, and conditions; Determine the form that is written or oral agreement.

Subekti (2008) states that How to deduce the principle of freedom of contract is by emphasizing the word 'all' in advance word 'agreement'. Mariam Darus Badrulzaman found: 'All' means covers all agreements, whether his name is known and unknown by the Act. The principle of freedom of contract related to the content of the agreement, namely the freedom of determining 'what' and 'who' agreement held (Badrulzaman, 2001).

The first party is PT.GO- JEK Indonesia and the second as a second partner of the driver in relation to Article 1338 of the principle of freedom of contract and the opinion Badrulzaman Subekti and Mariam Darus, it can be described that the agreement made between the driver and PT. GO-JEK Indonesia is a partnership agreement that it includes rules and regulations that have been determined by PT.GO-JEK Indonesia, where the contents of the agreement between the PT.GO-JEK driver Indonesia does not violate the law, morals and public order. Agreement made between the driver and PT. GO-JEK Indonesia as the law applicable to the parties who signed the agreement.

In connection with the implementation of application issued by PT.GO-JEK Indonesia, Law No. 11 of 2008 on Information and Electronic Transactions referred to as ITE Law regulates the operation of the electronic transaction system between the consumer and the application issued by PT. GO-JEK Indonesia. Article 16 of Law ITE organizing the obligations of electronic systems in the operation of electronic systems, namely:

1. To the extent not determined by a separate Act, the conduct of the electronic system shall operate an electronic system that meets the following minimum requirements:
   a. Can redisplay electronic information and / or electronic documents in full accordance with the retention period specified by the legislation;
   b. Can protect the availability, integrity, authenticity, confidentiality, and keteraksesan Operation of Electronic Information in the Electronic Systems;
   c. Can operate in accordance with the procedures or instructions in Administering the Electronic Systems;
d. Equipped with the procedure or bookmark announced with language, information, or symbols that can be understood by the parties bersagkutan with the Electronic System Implementation.

e. Having a sustainable mechanism to keep the novelty, clarity and accountability procedures or instructions.

2. Further provisions on Provision of Electronic Systems as referred to in paragraph 1 shall be regulated by Government Regulation.

About the way of the application in which consumers enter the identity of the data itself is associated with the Article 16 paragraph (1) letter b, which states that can protect the availability, integrity, authenticity, confidentiality, and keteraksesan Electronic Information in the Implementation of Electronic Systems, it can be described that in charging identity consumer personal data or commonly referred to by the customer, then PT.GO-JEK Indonesia collects all data regarding the identity of the customer information, information obtained by PT.GO-JEK Indonesia will be guarded secrecy, security, and integrity of the identity of customers of parties- party bad faith. About the identity of the safety data itself where PT.

Protection of personal data in an electronic system in the ITE Law covers the protection of unauthorized use, protection by the implementation of an electronic system, and protection of the access parties not bad faith. Relating to the protection of personal data without the consent of users, Article 26 of Law ITE agreement sets out terms and conditions of personal data identity claims for compensation are:

1. Unless otherwise stipulated by legislation, the use of any information through electronic media concerning the person's personal data should be done with the consent of the person concerned.

2. Any person who violated his rights as referred to in paragraph 1 may file a lawsuit for damages incurred under this Act.

Procedures for the use of applications that by providing information to the Application Provider Business Actors in this case Indonesia PT.GO-JEK relation to Article 26 paragraph (1) of the EIT which states that unless otherwise stipulated by legislation, the use of any information through the media electronic concerning person's personal data should be done with the consent of the person concerned, it can be dideskripkasikan that in terms of providing the identity of customers are included in downloading applications, customers agree that the identity of the personal data given is correct and willing identity personal data of customers is stored securely and
confidentially by PT. GO-JEK Indonesia. Each identity of personal data received by the application GO-JEK approval of the identity of the customer personal data provided to PT.

Related menganai responsibilities in relation to Article 26 paragraph (2) of the Act ITE which states that every person who violated his right referred to in paragraph (1) may file a lawsuit for damages ditimbukan by this Law, it can be described that if proven violate the rights of customers regarding the provision of identity without the consent of the customer, then the customer can ask for compensation to the company.

Gnati losses that will be accepted by customers from PT.GO-JEK Indonesia will provide compensation to the customer in accordance with the rules and conditions set by the Company. The remedies provided by PT.GO-JEK Indonesia namely financial assistance of up to Rp. 10,000,000 (Ten Million). Nominal reimbursement will be based on personal considerations and / or reference to the fair value.

A treaty will bring up the rights and obligations of the parties make an agreement. Rights and obligations are not met will cause losses to the parties. The impact of these losses led to their responsibility to replace the losses suffered by the parties.

Ridwan Halim proposed definition of responsibilities: Something further result of the implementation of the role, whether the role it is the right and duty or power. In general, the responsibility is defined as an obligation to do something or behave in a certain way does not deviate from the rules that already exist (Halim, 2001).

Definition of responsibilities according to Ridwan Halim is more civil manner while Suyadi give a more specific definitions relating to the responsibilities of businesses, namely: The responsibility of businesses to discuss the Law on Consumer Protection, is the responsibility to implement the obligations businesses as stated in the Law on Consumer Protection, responsibility is 'minimal' means the responsibility of businesses do not just exist in the Act consumer protection alone but may include obligations that should be done properly as businesses, can be based on other laws, other provisions which ultimately will have a positive responsibility to consumers (Suyadi, 2010).

Arrangements concerning the responsibility of businesses has been clearly stipulated in the Consumer Protection Act, Consumer Protection Act regulates the responsibilities of business communities Article 19, namely:
(1) Business operators responsible for providing compensation for damage, contamination, and or consumer losses due to consumption of goods or services produced or traded.

(2) Compensation referred to in paragraph (1) may be in the form of a refund or replacement of goods and / or services that are similar or equivalent value, or a health care and / or donations in accordance with the provisions of the legislation in force.

(3) Indemnity implemented within an interval of 7 days after the transaction date.

(4) Compensation referred to in paragraph (1) and (2) does not eliminate the possibility of criminal prosecution under further evidence of the existence of an element of error.

(5) The provisions referred to in paragraph (1) and (2) does not apply if businesses can prove that the error was a mistake consumers.

Pay attention to the substance of Article 19 paragraph (1) Consumer Protection Act Ahmed Miru and Sutarman Yodo found liable businesses include: The responsibility of compensation for damage; The responsibility of compensation for pollution; and Responsibility for damages for the loss of consumers (Muru and Yodo, 2004)

Celine Tri Siwi Kristiyanti (2009) classify the principle of the responsibility of business operators as follows: Error (liability based on fault); Presumption is always responsible (presumption if liability); Presumption is always not responsible (presumption of nonliability); Absolute liability (strict liability); The limitation of liability (limitation of liability).

PT.GO-JEK Indonesia in this case as an application service provider businesses associated with the Article 19 of the Consumer Protection Act and opinions Ridwan Halim, Suyadi, Ahmed Miru, Sutarman Yodo, and Celine Tri Siwi Kristiyanti it can be described that PT.GO-JEK Indonesia is responsible for losses suffered by customers such as the loss of goods, hospital fees, and the things that cause customers uncomfortable on 2 partner action of the driver. Responsibility PT.GO-JEK Indonesia provided to customers who legitimately use the application services issued by PT.GO-JEK Indonesia namely GO-JEK application.

On replacement of compensation that may be submitted by the customer in accordance with the rules and regulations of the Company. The procedure of replacement of damages which the customer place an order through GO-JEK applications, customers are required to show an identity card and the customer handed over several other supporting documents. The remedies provided by
PT.GO-JEK Indonesia namely financial assistance of up to Rp. 10,000,000 (Ten Million). Nominal reimbursement will be based on personal considerations and/or reference to the fair value.

In connection with the problems that threaten the driver case the customer and the customer's identity misuse PT.GO-JEK Indonesia to provide compensation, the compensation provided by the Company to the customer in accordance with the rules and regulations of the Company. Responsibilities that exist in PT. GO-JEK Indonesia based on customer reports, responsibility PT.GO-JEK Indonesia there when their errors and the reports of the customers, but not all of the mistakes made by the two partners in this case are the responsibility of the driver PT.GO-JEK Indonesia, there are conditions and rules that made the Company of error into Corporate responsibility. To protect the comfort and safety of customers, PT.

**Conclusion**

Responsibility for customer applications GO-JEK particularly berkatan identity personal data of customers in the use of services in the application GO-JEK as provided in Article 16, paragraph 1, letter b of Law Number 11 Year 2008 on Information Electronic Transactions and Article 19 Law No. 8 of 1999 on Consumer Protection are as follows:

The responsibility for keeping secret the identity of customers personal data has been maintained by making the latest software that serves to disguise the identity of customers, from those whose bad faith. PT.GO-JEK Indonesia compensate customers in the event of losses related to actions undertaken by GO-JEK driver.

Responsibility in terms of getting compensation, PT.GO-JEK Indonesia to open entitles the customer in the event of a breach or loss that do driver, customers can make complaints channeled through Customer Care at customerservice@go-jek.com. Complaints will be processed by the PT.GO-JEK Indonesia and will be revisited. When there is a loss will be given in accordance with the losses suffered by the customer. Losses due to accidents and loss of goods on the driver will be given insurance to customers, whereas if the driver error caused losses that threaten customer or misuse of identity then the loss will be replaced by PT. GO-JEK Indonesia in accordance with the rules made by the Company.

**Suggestions**

Preferably in terms of providing compensation, PT.GO-JEK Indonesia provide a clear information related to what compensation will be given to customers
regarding violations committed by drivers. Should PT.GO-JEK Indonesia has prepared a software that will be used to keep secret the identity of customers when dikeluarkanya GO-JEK application, so that the problem of cases of abuse and the security of the customer’s identity does not happen again and to maintain the trust of the customers in terms of convenience and customer confidentiality.

References


