



LEGAL PROTECTION OF CONSUMERS RELATED TO THE APPLICATION OF STANDARD EXONERATION CLAUSE IN STANDARD AGREEMENTS FOR INTERNET SERVICE USERS OF TRIPLE PLAY PRODUCTS

Ronaldo Seipattiratu, Yuhelson, Yusuf Ausiandra

*Master of Law at Jayabaya University

e-mail : ronaldoseipattiratu.3@gmail.com

Article history:	Abstract:
<p>Received: 6th January 2023 Accepted: 6th February 2023 Published: 11th March 2023</p>	<p>In a standard agreement, the content of the agreement is only determined by one party and without involving other parties, then the terms in the agreement are made without going through a negotiation process (bargaining) and this is very vulnerable to the pouring of an exoneration clause (transfer clause/limitation of liability). responsibility) of the party who determines the contents of the agreement. The purpose of this study is to determine the legal protection and protection of consumers for the use of standard clauses. The method used in this research with the normative juridical type of research is literature legal research or secondary data with sources of primary, secondary and tertiary legal materials. From the results of the study obtained, The standard contract between consumers and PT Telekomunikasi Indonesia in Indihome services is made by PT Telkom unilaterally and does not involve consumers so that consumers only have the choice to accept or reject the contract, agreements that do not meet subjective requirements can result in being cancelled.</p>

Keywords: Agreement , Clause Exoneration , Legal Protection , Protection Consumers .Standard Agreement, Exoneration Clause, Legal Protection, Consumer Protection .

INTRODUCTION

Agreement in history started with agreement made in a manner orally , where so achieved agreement between the parties Already born A agreement and give rise to engagement that is rights and obligations between the parties . Agreement made in a manner oral This based on principles consensuality stated agreement born since reached an agreement , so provided between the parties achieved agreement so since second the born agreement .

Inclusion clause exoneration This happen Because the position of the parties in agreement is at in position that is not balanced , so that one more party decisive strength conditions in agreement , while in parties other in position squeezed and badly needed agreement the . Condition like this is vulnerable raises exists abuse circumstances from decisive party conditions in agreement to party other .

Objective from study This dotted reject from the outline problem presented _ that is , for analyze and understand application clause exoneration in agreement standards and consequences for consumers .; For analyze and understand effort protection law for consumer related with application standard clause , In order to get understood effort protection law for consumer related application clause exoneration in agreement raw .

METHOD

Method research used _ in study This use method approach normative juridical (law in book) and is descriptive Analytic , that is study with describe in a manner detail Then analyze it . Study normative juridical is research conducted _ refers to the norm the laws contained in the regulations laws and decisions court as well as the norms that apply in society or related _ habits prevailing in society . _

RESULTS AND DISCUSSION

In accordance with theory protection law , clause exoneration be included in agreement when looked at from It means rights and obligations between perpetrator businesses and consumers Inclusion clause exoneration in agreement raw clear very no . kindly whole to matter above _ less judges _ respond essence draft protection law , cause in consideration judges always _ base agreement it is in Article 1320 of the Civil Code and Article 1338 of the Civil Code , so that position consumer become very weak . If the panel of judges is guided by Article 1320 of the Civil Code and Article 1338 of the Civil Code without consider problem fair or No fairness containing agreement _ clause exoneration , then consumer impressed to be under pressure , at the moment signing agreement consumer are on a decision must choose

take (take it), but at the time happen disputes in the court of judges tend see legitimate nope conditions Article 1320 of the Civil Code and Article 1338 of the Civil Code so that consumer still just as losing side . _ The jury should capable find a sense of justice that has been is lost for consumer from during This according to tradition the leasing agreement , namely the take it or leave it contract, must be can interpreted in a manner progressive , no autonomous . kindly theoretical inclusion clause exoneration acknowledged in accordance with draft justice commutative , but interpretation justice for consumers in court court precisely amputated by a court judge with basing it on Article 1320 of the Civil Code and Article 1338 of the Civil Code not in Article 18 UUPK.

However injustice will resulted the disturbance existing equality _ established or has formed . Should protection law on duty build return equality and balance (proportionality). When consumers demand something right related balance (proportionality) in agreement , or demand lost rights _

Always thing _ propped up panel of judges on Article 1320 of the Civil Code and Article 1330 of the Civil Code in drop decision No can accepted in a manner law because judges tend to No see and question the merits or No properly clause exoneration that's the potential trap consumer or debtor . Clause exoneration in agreement in a manner unilateral listed by for save and protect interest si perpetrator business from possibility default consumers (debtors) however agreement That No accommodate protection consumer when si perpetrator business make trap or trap to consumer . Should jury is not only base argument only on fulfillment conditions agreement in Article 1320 of the Civil Code and Article 1338 of the Civil Code course , but should jury must _ say like this " though contained clause exoneration in agreement but Because agreement That valid and binding in accordance Article 1320 of the Civil Code and Article 1338 of the Civil Code , then agreement between second split party considered still valid and binding Because has agreed by both parties ". If the panel of judges only based on Article 1320 of the Civil Code and Article 1338 of the Civil Code just For judge case this , can make seekers _ justice become confusion and twirling , which one is meant by the judge included as clause exoneration and which are not . because _ it , so that seekers justice No confusion and twirling in interpret clause exoneration , it should be panel of judges other than base his argument in Article 1320 of the Civil Code and Article 1338 of the Civil Code , must also explain base he refused PMH lawsuit _ No problem his exoneration but Because fulfillment conditions agreement .

Something containing agreement _ clause exoneration , its nature null and void , however If agreement That has already agreed and done signed by both split parties (Plaintiff and Defendant). or debtors and creditors), then strength become No Can null and void , but rather can canceled through court . In matter cancellation through court , the jury is not can say Agreement Number so and so on No contain clause exoneration , even though it is very clear contained within _ agreement it .

Need emphasized to debtors _ nor to consumers _ is request a draft agreement to debtor nor to perpetrator business For studied first , then if it's ok (deal) new apply sign hand , when need done repair . this _ suggested in study This Because based on results field observations _ found a number of fact that in general creditor nor perpetrator business make an effort trap debtor (consumer).

That when consumer decide For take (take it), then He with all consequence the law has brave take risk business nor risk law , therefore That risk must encountered , thus on the contrary when consumer or debtor choose For leave (leave it), then He free from risks but he also has wasting chance .

because _ that's it , basic main in agreed something agreement / contract is learn especially formerly content from agreement / contract the when need requested opinion legal opinion from consultants _ law , new Then agreed (signed). In fact , the draft agreement No Once shown in a manner entirely by the offender business to consumer but in pieces in form sheets For affixed sign hands . This is often become base emergence problem in matter purchase goods (eg car or house) by installment (credit) between consumers and actors effort . Phenomenon like that too already become scenery that is not foreign Again in the world of credit in connection creditors and debtors or connection perpetrator business and consumers .

The existence of the internet in Indonesia began at the beginning the 1990s, when That internet network in Indonesia more known with the term " paguyuban network", where the spirit cooperation , kinship and Together walk when the internet was growing and it wasn't only used For interest military Of course , the internet is also used For interest public wide For fulfil need they everyday .

According to Onno W. Purbo , Figure first to explain Internet sense says that Internet on basically is a medium used For streamline a connected communication process _ with various applications , such as Web, VoIP and E-mail.

Along need a rising society , some year lately This there is a number of provider internet service start develop with provide service communication in the form of data, voice , and video in general known with the term Triple Play. Along walk time need public going to the internet increasingly increase so that trigger many various provider internet services in Indonesia which was initiated Ipteknet in operation full approaching early 1994 and up moment This Already there is various type provider internet services such as fastnet , firstmedia , indihome and others.

The Triple Play service is A trend technology latest . Triple Play service provides convenience access service communication form data, voice and video services with only use One connection media type just .

PT Telkom Indonesia (Persero) Tbk (hereinafter called PT Telkom) is a State-Owned Enterprise (BUMN) engaged in the field of service service technology information and communication and network telecommunication in Indonesia. PT Telkom owns holder share with percentage of 52.09% owned Government of Indonesia, and 47.91% for public . PT Telkom shares have floor on stock exchanges including : on the Indonesia Stock Exchange (IDX) with code "TLKM" and on the New York Stock Exchange (NYSE) with code "TLK". PT Telkom develops activity his efforts along with development

technology, information, and digitization. However, still in field industry telecommunications and information. Activity business the shared to in 3 categories namely:

- a. digital connectivity,
- b. digital platform,
- c. Digital services.

PT. Telekomunikasi Indonesia, Tbk is companies operating in the field telecommunication. This company is the only state-owned telecommunications company as well as organizer service telecommunication and network the biggest in Indonesia. PT. Telekomunikasi Indonesia, Tbk also provides various service in the field information including cloud-based and server-based managed services, e-Payment services and IT enablers, eCommerce and other portal services.

one _ Internet services provided by PT. Telekomunikasi Indonesia, Tbk become focus main in study This that is service IndiHome which is Triple Play service from PT. Telecommunications Indonesia, Tbk which consists of, Internet on Fiber or High Speed Internet, ie high speed internet service tall using fiber optics from PT. Telekomunikasi Indonesia, Tbk which owns superior more fast and stable. UseTv Cable, that is service television Interactive and personalized with internet protocol technology. And the phone home, that is service communication telephone with superiority costs more _ cheap and quality clear voice and get 1000 minutes of free calls local or long distance Indihome is also equipped with diverse service possible add-ons chosen in accordance needs and wants customer like Phone mania, wifi.idseamless, TrendMicroAntivirus, Indihome view (online surveillance camera) and more Lots again.

PT. Telkom obliges the customer For use third Triple Play program services if No will decided all service. Binding obligations _ customers / consumers For subscribe three type service at once, can potentially harm consumer. After package program _ service Indihome and with exists clause obligation package in agreement subscribe Indihome, give impact competition business No Healthy Because customers / consumers No own chance For can switch to internet services (fixed broadband) and/ or pay TV (IP TV) offered by the actors competitors / competitors.

IndiHome is a digital service program issued by PT. Telkom is at the forefront use fiber optic technology, offers Triple Play service which consists of from Home Internet (Fixed Broadband Internet), Telephone Home (Fixed Phone) and Interactive TV (UseTV). IndiHome also offers Dual Play services consisting of Fiber Internet (Fast Internet) and Telephone Home (Fixed Phone) or Fiber Internet (Fast Internet) and Interactive TV (UseTV).

Fiber Internet super fast internet service using fiber optics that have superiority fast, stable, reliable and sophisticated:

- a. Fast in matter this, fiber optic network capable transfer data up to 100Mbps, far away more fast compared to network cable coaxial or cable copper.
- b. Deep stable matter this, fiber optic network is far away more stable compared to network cable coaxial or cable copper at the time done internet access for together.
- c. reliable in matter this, more fiber optic cable stand in condition weather whatever like attack lightning and electromagnetic interference compared to cable coaxial or cable copper.
- d. Advanced in matter this, fiber optic technology is technology the most advanced and latest data delivery used in fixed broadband service.

PT. Telekomunikasi Indonesia, Tbk is one _ company provider Triple Play service that enforces agreement through telemarketing. Telemarketing is promote or socialize product or service business through phone. For now, normally telemarketing method _ used by several major operators For offer the product. As for a agreement always starts with a relationship between perpetrator businesses and consumers, where society has too No foreign Again with exists transaction sell and/ or buy goods and/ or service through A agreement. Usually agreement made _ between perpetrator business with consumer with method oral as well as writing. In something agreement written as sign that the parties has agreed agreement the The telemarketing agreement made by PT. Telekomunikasi Indonesia, Tbk started with bids made _ to Telkom consumers for start subscribe Indihome Triple Play Service, Then consumer the can reject nor agreed offer without signing form application For services provided by PT. Telekomunikasi Indonesia, Tbk in accordance with request consumer.

As for a agreement always starts with a relationship between perpetrator businesses and consumers, where society has too No foreign Again with exists transaction sell and/ or buy goods and/ or service through A agreement. Usually agreement made _ between perpetrator business with consumer with method oral as well as writing. In something agreement written as sign that the parties has agreed agreement the usually done with signatory on something agreement.

However, in this modern era possible exists agreement between the parties without exists affixing sign hands, but only via telemarketing (by oral). it _ is one _ effort for the perpetrators business For give convenience for consumer in get information about goods or services offered. _ behind _ convenience That all, it turns out there are also various existing problems _ in telemarketing practices one of them that is when the party doing the telemarketing (in matter this is PT. Telekomunikasi Indonesia, Tbk) in the agreement with consumer (in matter This consumer Indihome Triple Play Service) for reach an agreement next, only depend on tool communication like telephone as the medium. Without exists meeting stare advance, so know that consumer the has competent or No in do A agreement.

Triple Play Package from service Indihome consisting of from three service in One package form internet service, telephone home, and interactive TV.

Indihome is digital services that provide service For consumer individual form internet service with speed up to 300 Mb/s, 65 phones home , and accompanying interactive TV with package that can chosen by consumers in accordance with his needs .

Initially through recording voice or conversation that consumer the agree For subscribe Indihome Triple Play Service . Provision Article 1 Number 4 of the Law Number 11 of 2008 concerning Information and Transactions Electronic mention that , " Document Electronic is every Information Electronics created , forwarded , sent , received _ or saved in analog , digital, electromagnetic , optical , or the like , which can viewed , shown , and/ or heard through Computer or system Electronics , incl but No limited to writing, sound , pictures , maps , plans , photos or the like , letters , signs , numbers , Access Codes , symbols or perforations that have meaning or meaning or can understood by those who can understand it ". So in accordance with formulation chapter the recording indicating voice _ happening agreement between manufacturer (in matter this is PT. Telekomunikasi Indonesia Tbk) with consumer user Indihome Triple Play Service including in category document electronics . Then , on the conditions Article 5 Paragraph (1) of the Law Number 11 of 2008 concerning Information and Transactions Electronic mentioned that , " Information Electronic and/ or Document Electronic and/ or results print it is tool proof valid law . "

Various existing problems _ in telemarketing practices one of them that is when the party doing the telemarketing (in matter this is PT. Telekomunikasi Indonesia, Tbk) in the agreement with consumer (in matter This consumer Indihome Triple Play Service) for reach an agreement next , only depend on tool communication like telephone as the medium . Without exists meeting stare advance , so know that consumer the has competent or No in do A agreement .

Indihome Triple Play service offered by PT . Telekomunikasi Indonesia, Tbk No can know who to be against he spoke . It could be people who receive offer the No is a capable person in a manner law For do something agreement . Another problem arose as consequence No exists affixing sign hand on form application resulted consumer No can know in a manner detail on rights and obligations as consumer . Rights and obligations consumer written on the terms and conditions inside contract agreement so that agreement in a manner oral minimal impact _ information on rights and obligations received by consumers . _ PT. Telekomunikasi Indonesia, Tbk in offer product Service through contract electronic or e-contracts.

Constraints experienced _ consumer as party in agreement that is No own tool proof whatever , where agreement is A tool proof and must owned by the parties , because principle about not quite enough answer is very important matter For protect consumer .

Constraint next that is , No clear the information provided company PT. Telekomunikasi Indonesia, Tbk Consumer forced use service Indihome in a manner forced Because service telephone used house _ consumer is One package with service Indihome Good That Indihome Internet or Indihome Interactive TV . That's what happened forced subscribe Indihome Interactive TV Because extension service telephone House must accompanied subscribe service Indihome Interactive TV with the price is IDR 260,000 / month and there is a promo from Indihome TV Interactive which provides bonus access wifi with quota not limited . However , consumers charged fees that go up to 100% of cost beginning a number of time after use service Indihome Interactive TV . Plus consumer get difficulty For do termination subscribe service Indihome Interactive TV as well as threat repeal service telephone existing house _ used since years ago . _

As there is in contract subscribe service Indihome Article 2.2 Customer Rights and Article 4 regarding restrictions not quite enough answer PT. Telekomunikasi Indonesia, Tbk which was acquitted from not quite enough answer on losses that have borne by the customer Good loss in a manner direct or No direct . Based on indicator such , is required something protection law for consumers not to fall into compulsion accept agreement made by the parties perpetrator business in a manner heavy standard _ next door .

Problems clause raw PT. Telekomunikasi Indonesia, Tbk with Internet customers are as following : the initial customer interested For use Internet service is offered with facilities that are attractive and profitable _ obtained customer if available For agreed contract already subscribed _ determined by the parties PT. Telekomunikasi Indonesia, Tbk .

Positioned consumers _ _ weak No have Power bargain . it _ make consumer own limited choice . _ Limited choices experienced by consumers _ happen Because exists insistence need to goods or services . Second choice contain consequences . If consumer agreed contract , then consumer must submit to everything clause written in it . _ However , if consumer reject contract , then consumer No Can use goods or services . There is chance For agreed or reject contract make contract raw known with name take it or leave it contract. Agreement is Constitution for the parties who made it . this _ resulted all existing clause _ in Contract Subscribe Service Indihome must party complied with consumers and PT Telkom. The binding parties _ yourself on a contract are capable parties _ _ law so that binding contract _ can fulfil condition subjective from condition happening agreement , terms like This listed in Contract Subscribe Service Indihome : " Customers ensure that himself is competent written law and data in Contract Subscribe This is correct and Contract Subscribe This signed by him or other party _ valid and capable acting law _ for and up Name himself , as well No violate regulation applicable laws . "

As for consumers must accept change costs , tools , and packages service Indihome happened later _ _ day , p This arranged in Contract Subscribe Service Indihome namely : " Magnance bill monthly , package add -on, rent ONT (Optical Network Termination) and STB (Set Top Box) devices can changed anytime with details provision as will _ describe it at www.indihome.co.id, and will notified by Telkom to Customer via SMS, e-mail, applications myIndiHome , and/ or other channels provided by Telkom."

clause This violate stipulated conditions _ in Article 18 Paragraph (1) Letter g UUPK because containing about he bowed consumers on the rules new made _ in a manner unilaterally given at a later time day when consumer Still use

goods or services . Although , change costs incurred by PT Telkom have notified to consumer through the media listed so that consumer demanded For active follow every notification . Besides it , clause this is also a violation right consumer .

this _ caused because PT Telkom doesn't give honest and clear information _ on service Indihome when talks contract and impressed capricious information a number of time after . Next , in Contract Subscribe Service Indihome there is clause that mentions exists other necessary provisions obeyed consumer that is Terms and Conditions myIndihome . There is clause make Terms and Conditions myIndihome as One unity with Contract Subscribe Service Indihome as well as binding on the parties . Following Contract Subscribe Service Indihome : " Terms and Conditions attached is One unit and not inseparable from Contract Subscribe . "

Protection law for internet users with clause raw or agreement raw in agreement buying and selling , in Civil Law acknowledged legitimate Because No exists element coercion will in it , that is If consumer agreed agreement so He Already know about all something risk that will bear it . If party consumer reject clause raw then the perpetrators business No will force it . That is , the provisions that exist in clause raw That only made by one party just that is party perpetrator effort . However in matter This still given to consumer For determine choice ie exists right For accept clause raw it (take it) or reject it (leave it). All depends to consumer .

Since issued Constitution Number 8 of 1999 concerning Protection Consumers , have listed arrangement about agreement raw Where in the UUPK itself agreement raw use term class raw . In Article 1 UUPK was formulated that is meant with class raw are : " Every rule or terms and conditions that have been prepared and done set especially formerly in a manner unilaterally by the offender put effort _ in something documents and/ or binding and obligatory agreement _ fulfilled by consumers .

With exists base definite law , protection _ to rights consumer Can done with full optimism. Settings about law protection consumer has arranged in Law No. 8 of 1999 concerning Protection Consumer. Based on Article 1 point 1 UUPK mentioned that Protection consumer is all guaranteed efforts _ exists certainty law For give protection to consumers. Assurance law For give protection to consumer . Certainty law For give protection to consumer form protection to rights consumers , which is amplified through Constitution specifically , give hope that the perpetrator business No Act harmful arbitrary _ rights consumer .

Legal Basis of Protection Consumers In essence , there are two instruments law important to be base policy protection consumers in Indonesia, namely : First , the 1945 Constitution , as source from all source law in Indonesia, mandates that development national aim For realize public fair and prosperous . Objective development national embodied through system development democratic economy _ so that capable grow and develop the world that produces decent goods and services _ consumed by society . Second , Law no. 8 of 1999 concerning Protection Consumers (UUPK). birth Constitution This give hope for Indonesian society , for obtain protection on losses suffered _ on transaction something goods and services . UUPK guarantees exists certainty law for consumer .

Objective Protection Consumer In accordance with Article 3 of the Law Protection Consumers , goals from Protection Consumer is

- a. Increase awareness , ability and independence consumer For protect self ,
- b. Lift honor and dignity consumer with method spare it from excesses negative usage goods and/ or services ,
- c. Increase empowerment consumer in select , determine and demand her rights as consumer ,
- d. Create system protection pregnant consumers _ element certainty law and openness information as well as access For get information ,
- e. Grow awareness perpetrator business about importance protection consumer so that grow honest and responsible attitude _ in trying ,
- f. Increase quality goods and/ or guaranteed service _ continuity business production goods and/ or services , health , convenience , security and safety consumer .

Principle of Protection Consumer

- a. Principle Benefits ; mandate that all effort in maintenance protection consumer must give benefit profusely for interest consumers and actors business in a manner whole ,
- b. Principle Justice ; participation all people can embodied in a manner max and give chance to consumers and actors business For obtain rights and carry out his obligations in a manner fair ,
- c. Principle Balance ; give balance between interest consumers , actors business and government in a material sense or spiritual,
- d. Principle Security and Safety Consumers ; give guarantee on security and safety to consumer in use , use and utilization goods and/ or services consumed _ or used ;
- e. Principle Legal Certainty ; Good perpetrator business nor consumer obey law and earn justice in maintenance protection consumers , as well as the state guarantees certainty law .

Rights _ Consumer In accordance with Article 5 of the Law Protection Consumers , Rights Consumer are :

- a. Top rights convenience , security and safety in consume goods and/ or services ;
- b. Right to choose goods and/ or service as well as get goods and/ or service the in accordance with mark exchange and conditions as well as promised guarantee ; _
- c. Top rights true , clear and honest information _ about conditions and warranties goods and/ or services ;
- d. Right to heard opinions and complaints on goods and/ or services used ; _
- e. Right to get advocacy , protection and efforts settlement dispute protection consumer in a manner proper ;
- f. Right to get coaching and education consumers ;

- g. Right to treated or served in a manner true and honest as well as No discriminatory ;
- h. Right to get compensation , replace loss / compensation , if goods and/ or services received _ No in accordance with agreement or No as should ;
- i. Regulated rights _ _ in provision regulation legislation other .

Obligation Consumer In accordance with Article 5 of the Law Protection Consumers , Obligations Consumer are :

- a. Read or follow instruction information and procedures usage or utilization goods and/ or services , for security and safety ;
- b. Have faith Good in do transaction purchase goods and/ or services ;
- c. Pay in accordance with mark agreed exchange ; _
- d. Follow effort settlement law dispute protection consumer in a manner worth .

See example cases in Chapter III are discussed Penlis , p This can harm consumer on clause standard made _ No fulfil right customer For get clear information _ according to the terms of the contract subscribe service Indihome on Customer Rights " Obtain information about specification technical , properties and characteristics general service Indihome provided _ PT. Telekomunikasi Indonesia, Tbk ."

Not even PT. Telekomunikasi Indonesia, Tbk Once tell in promotion advertisement that take device telephone home and unplug number That phone is also a must returned to _ PT. Telekomunikasi Indonesia, Tbk , even though That no part from Triple Play service .

See conditions that are not fair like this , protection given law _ to consumer that is based on properties :

1. Preventive Legal Protection

This can _ _ harm consumer on clause standard made and not _ fulfil right customer For get clear information _ in accordance with content contract subscribe service Indihome about Customer rights : " Get information about specification tennis , properties and characteristics general service Indihome provided by PT. Telkom" PT. Telekomunikasi Indonesia, Tbk Alone No Once tell in advertisement or the promotion that take device telephone home and unplug number That phone is also a must submitted return to PT . Telekomunikasi Indonesia, Tbk . Whereas device telephone house and number telephone the no part from Triple Play service . Based on conditions that are not balanced this , protection given law _ For consumer based on its nature , namely : The protection provided government with objective For menc For prevent before happening violation . this _ there is in regulation legislation with Meaning For prevent something violation as well as give limitations in do something obligation . For example , Law No. 8 of 1999 concerning protection Limiting consumers _ rights and obligations consumers and actors business in PT. Telkom in particular service Tripleplay .

2. Repressive Legal Protection

Protection which is protection end form penalty like fines , imprisonment and punishment extra given _ if happen dispute or has do violation . Can resolved through District Court (PN) or Settlement Body Dispute Consumers (BPSK).

CONCLUSION

Contract law between consumer with PT Telekomunikasi Indonesia in service Indihome made by PT Telkom independently unilateral and not involve consumer so that consumer only own choice For accept or reject contract . Contract subscribe service Indihome consists of the two contracts that is contract principal shown and signed by the parties in the transaction process as well as Terms and Conditions myIndihome still _ binding on the parties Because arranged thereby in Contract Subscribe Service Indihome . And there are governing clause _ diversion or negation not quite enough answer gift change make a loss or compensation on damage or disturbances experienced _ consumer in Terms and Conditions myIndihome . Agreement that is not fulfil condition subjective caused can canceled . Government through Constitution Number 8 of 1999 concerning Protection Consumer try give protection to consumer in matter inclusion clause raw , in Article 18 mentioned that perpetrator business forbidden include clause containing raw _ diversion not quite enough answer (clause exoneration), and violations provision This resulted clause the null and void , however although caused null and void , anyway needed exists awareness and courage consumer For submit lawsuit cancellation the .

Protection law to consumer in service Indihome uses _ use contract law arranged in Article 18 Paragraph (1) UUPK. Although in Contract Subscribe Service Indihome No there is governing clause _ about diversion not quite enough answer , however there is clause that contains diversion not quite enough answer in Terms and Conditions myIndihome still _ become One unity with Contract Subscribe Service Indihome , so Contract subscribe service Indihome violate provision in Article 18 Paragraph (1) Letter a UUPK regulates prohibition to inclusion clause standard stated _ diversion not quite enough answer . as a result clause raw in Contract Subscribe Service Indihome stated null and void as listed _ in Article 18 Paragraph (3) UUPK, however null and void happen If consumer submit lawsuit to court . Consequence another , perpetrator business can imposed penalty criminal based on Article 62 UUPK. Inside _ Constitution Number 8 of 1999 concerning Protection Consumer there is the rights and obligations of the parties (consumers and actors) . effort). Existence agreement raw Already is thing that isn't need debated again , but that became problem is existence agreement loading default _ clause diversion not quite enough answer (clause exoneration), where conditions agreement by the offender business often bring impact loss to consumer . If seen from condition legit agreement , then agreement loading default _ clause diversion not quite enough answer perpetrator business (clause exoneration), occurs Because abuse resulting circumstances _ disabled will . Containing agreement _ disabled will means No fulfil terms of the agreement of the parties in make agreement " , which included in condition subjective .

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