

# Analysis of Consumer Legal Protection for Internet Services Indihome Rantauprapat Judging from Law Number 8 of 1999 concerning Consumer Protection

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## Abstract

*PT. Telkom is an industry that is engaged in telecommunications. One of the services offered by this industry is the provision of indihome internet services, television, landlines, cctv. In this case, PT. Telkom is the subject studied in this paper. This legal writing aims to find out the legal protection for consumers of IndiHome products. The cases discussed in the preparation of this law are related to the legal protection of consumers in subscribing to a product by PT. Telkom and the accountability efforts that PT. Telkom can provide to customers caused by the constraints of the services provided and the subscription contract agreement between PT. Telkom with customers which contains the rights and obligations of service providers and consumers that are binding on each other. The method used in this paper is using the Juridical Normative Empirical method. The results of the study indicate that consumer protection is regulated in Law No. 8 of 1999 concerning Consumer Protection which includes the rights and obligations of consumers or business actors.*

## Keywords

consumer legal protection;  
rights and obligations;  
responsibilities



## I. Introduction

Consumer protection is a sub-section of business law, which has been recognized in Indonesian law since the enactment of Law No. 8 of 1999 concerning Consumer Protection on April 20, 1999. The political climate that continues to become democratic is indicated by the shift from the New Order to the Reformation Period, and the country's recognition of consumer rights that continues to grow, urges the enactment of a Consumer Protection Act. For that reason, the birth of the Consumer Protection Law is a response (either a legal response or a political response) to consumer rights in Indonesia. Indeed, economic growth increases the productivity of goods and services massively, but at the same time it is also mandatory to provide protection for consumer rights. Because consumer protection is a consequence of advances in industrial technology which is closely related to economic globalization. Thus, consumer protection is actually the social responsibility of the industry, by protecting consumer rights, of course, business actors will want to gain consumer confidence, and lead to profit-making through consumer confidence. Human Resources (HR) is the most important component in a company or organization to run the business it does. Organization must have a goal to be achieved by the organizational members (Niati et al., 2021). Development is a change towards improvement. Changes towards improvement require the mobilization of all human resources and reason to realize what is aspired (Shah et al, 2020). The development of human resources is a process of changing the human resources who belong to an organization, from one situation to

another, which is better to prepare a future responsibility in achieving organizational goals (Werdhiastutie et al, 2020).

The use of telecommunication services for both business activities and daily activities has become a basic need for Indonesian citizens. The use of telecommunications networks and services cannot be separated from the existence of telecommunications operators. Network services and telecommunications services are increasingly diverse and continue to be complex and link many parties in the provision of telecommunications networks before the services and networks are used by users. The existence of damage or disruption in the network caused by several things, can cause losses for consumers who use it. The internet as one of the telecommunications facilities is a very influential invention in today's world and has become one of the important necessities in life. Internet access also now continues to be easy.

Currently, the needs of the Indonesian people who continue to increase in communicating and seeking information that match their needs have become an impetus for legal entities or other business entities to provide operators of telecommunications services and data information services. PT. Telekomunikasi Indonesia (Telkom) is a large industry, one of which is in the field of technology, data and communication, which is owned by a State-Owned Enterprise (BUMN) as the largest telecommunications and network service provider in Indonesia. PT. Telekomunikasi Indonesia serves millions of customers throughout Indonesia with a complete range of telecommunications services that include wired and wireless telephone connections, cellular communications, network services and interconnection and internet and information communication services.

At this time very many Indonesian people use internet services by way of subscription to be installed at home, office, place of business and others. Telekomunikasi Indonesia (Telkom) is one of the industries that provides subscription internet services. The industry continues to innovate to meet the needs of a better internet for the community and in 2015 launched a superior product that replaced the network called Speedy to IndiHome with various package options and bonus services that can be enjoyed according to customer needs. IndiHome is a Triple Play service from PT. Telkom which consists of Fiber Internet, Home Phones and Interactive Television.

Everyone who wants using the IndiHome service First, you must register to enter into a subscription contract with PT. Telkom. Consumers who want to subscribe to IndiHome can register directly through the Plasa Telkom office or can also register via an online application on the cellphone feature by first downloading the My IndiHome application. This Indihome internet service is offered to the public based on a standard Indihome internet subscription contract. In an agreement, each party is the service user and the service provider is PT. Telkom has rights and obligations. The provisions in the Civil Code provide freedom to the parties whether to make an agreement in writing or orally. Either in writing or verbally together they are binding, provided that they fulfill the conditions for the validity of an agreement as regulated in Article 1320 of the Civil Code, namely the agreement of those who bind themselves, the ability to make an engagement, certain matters and a good cause. This Indihome internet service is offered to someone based on a standard Indihome internet subscription contract. In an agreement, each party is a service user and the service provider is Indihome has rights and obligations.

Standard clauses are usually made by parties with a stronger position, which in reality are usually held by business actors, which are designed by the business actors themselves. The word standard agreement is a translation of standard contract, standard means benchmark and reference. Mariam Darus defines a standard agreement as an agreement whose contents are standardized and set forth in the form of a form. Hondius

formulated a standard agreement as a concept of written promises, which were prepared without discussing the content and were usually stated in an agreement of a certain nature. In this case it is the business party, the rules that have been given to the consumer are also known as standard clauses. The agreement that has been determined by Indihome is stated in the form of a form and the customer only needs to fill out and sign the agreed agreement form. After the signing of the agreement, an agreement has been established and is binding on both parties between PT. Telkom with IndiHome customers. The implementation of an agreement that has been agreed by both parties is not always in accordance with what is expected, as a service provider, PT. Telkom should have the right to receive the price of payment for internet services from consumers and as users of internet services, consumers should also get their rights. In fact, there are still many consumers whose rights are not fulfilled, one of which is in the event of internet network disturbances. This of course interferes with the activities of consumers who use the Indihome network, so that it can hamper their activities which have been dependent on the internet network.

Law Number 8 of 1999 concerning Consumer Protection states that: Consumer protection is all efforts that ensure legal certainty to provide protection to consumers. Based on this statement, it can be said that every consumer has the right to legal certainty in an agreement with business actors, including the losses they experience. The existence of losses felt by consumers, can lead to disputes between business actors and consumers. The dispute can be resolved through a court of law or outside a court of law in accordance with the conventions of both parties. In the subscription agreement between PT. Telkom and consumers, the dispute resolution method has been unilaterally regulated in advance in the standard contract by PT. Telkom, and if the consumer agrees, they can immediately sign the contract, but if they do not agree, then the agreement is not continued.

Based on the explanation that the law that protects consumers is not intended to kill the business of business actors, on the contrary, consumer protection can spur healthy efforts that urge the development of a healthy industry in competition through the provision of quality goods or services. In addition, the Law on Consumer Protection in its application still pays special attention to business actors. This is done through coaching efforts and the implementation of sanctions for violations.

Based on the description above it is clear that there are still many things that must be explored from consumer protection, including internet network disturbances for Indihome consumers, how exactly is this form of legal protection for consumers implemented by PT. Telkom based on the Consumer Protection Act. So the author will discuss further in the form of an article with the title "Analysis of Consumer Legal Protection for Internet Services Indihome Rantauprapt Judging from Law Number 8 of 1999 concerning Consumer Protection Law.

## **II. Research Method**

The type of research used in writing this article is a normative juridical approach, but the author conducts extensive research at Plasa Telkom Rantauprapt, by examining or analyzing secondary data in the form of secondary legal materials by understanding the law as a regulation or positive norms in the legal system that regulates human life. So, research is understood as library research, namely research on secondary data.

### III. Result and Discussion

#### 3.1 Analysis of Consumer Legal Protection for Indihome Internet Service Users in terms of Law Number 8 of 1999 concerning Consumer Protection

##### a. Definition of Consumer Protection, Consumers and Business Actors

Consumer protection is all efforts that ensure legal certainty to provide protection to consumers. The formulation of this interpretation is contained in Article 1 number 1 of Law No. 8 of 1999 concerning Consumer Protection, where the sentence that states "all efforts to ensure legal certainty" is a bulwark to limit or eliminate arbitrary actions that are attempted by business actors only for the benefit of the public. consumer protection.

Consumer protection has a broad scope, including consumer protection for goods and services, starting from the activity session to obtain goods and services to the consequences of consuming these goods or services. The scope of consumer protection can be divided into 2 aspects, namely:

- 1.) Protection against the possible objects that are handed over to consumers do not match what has been agreed.
- 2.) Protection against the application of unfair terms to consumers.

The will to be achieved in consumer protection in consumer protection is to produce a sense of comfort for consumers in meeting the necessities of life. It is proven that all consumer protection norms in the Consumer Protection Act have criminal sanctions.

So that all the efforts intended for consumer protection are not only preventive actions but also repressive actions in all areas of protection provided to consumers. Therefore, consumer protection arrangements are carried out by:

- 1.) Produce a consumer protection system that contains factors of open access to information, and guarantees legal certainty.
- 2.) Protecting interests in particular and the interests of all business actors.
- 3.) Improve the quality of goods and services.
- 4.) Provide protection to consumers from deceptive and misleading business actors.
- 5.) Promote the implementation, development and regulation of consumer protection with other areas of protection.

The definition of consumer comes from the word consumer (English-American), or consumer / consumer depending on which position he is located. (Dutch). The interpretation of the consumer or the consumer is literally the meaning of the word consumer is "(the opposite of the producer), everyone who uses the goods." The purpose of using the goods and services will make sure which group of consumers the user is listed. Likewise, the English-Indonesian Dictionary provides the meaning of the word consumer as a user or consumer. Next, the term consumer is used in this novel, because this term has become popular in Indonesia, as is the term consumer in international society. In positive law, we see that various terms are used for consumer interpretation.

Meanwhile, in Law No. 8 of 1999 concerning Consumer Protection, the term Business Actor is used. Article 1 Point 3 UUPK, the definition of business actor is formulated as follows:

Every individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled in the jurisdiction of the Republic of Indonesia, either alone or jointly through an agreement for the implementation of business activities in various economic fields.

Elucidation of Article 1 point 3 UUPK, Business actors included in this definition are companies, corporations, cooperatives, BUMN, importers, traders, distributors, and others.

Johannes Gunawan stated that the broad definition of business actor in the UUPK has similarities with the definition of business actor according to the European community, especially the Netherlands. Those who can be qualified as business actors are:

- a) Manufacturers of finished products (finished products);
- b) Producer of raw materials;
- c) spare parts maker;
- d) Every person who identifies himself as a producer by including his name, certain identification marks or other marks that distinguish the original product, certain products;
- e) Importer of a product with the intention of being traded, rented, leased or other forms of distribution in trade transactions;
- f) Supplier (supplier), in which case the identity of the producer or importer cannot be determined.

### **b. Principles and Objectives of Consumer Protection**

Consumer protection has 5 principles contained in Article 2 of the Law of the Republic of Indonesia No. 8 of 1999 concerning consumer protection, which states that consumer protection is based on benefits, justice, balance, security, and consumer safety, and legal certainty.

Consumer protection is carried out as a collective effort of the parties participating in the implementation of consumer protection, the parties participating in the implementation of consumer protection are the community, business actors and the government.

The description of these principles, which are relevant principles in national development, are:

- a) The principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide the maximum benefit for the benefit of consumers and business actors as a whole.
- b) The principle of justice is intended so that the participation of all people can be realized optimally and provide opportunities for consumers and business actors to get their rights and carry out their obligations fairly.
- c) The balancing principle is intended to provide a balance between the interests of consumers, business actors and the government in a material and spiritual sense.
- d) The principle of security and consumer safety is intended to provide guarantees for security and safety to consumers in the use, consumption, and utilization of objects and or services used.
- e) The principle of legal certainty is intended so that business actors or consumers obey the law and get justice in implementing consumer protection, and the state guarantees legal certainty.

Based on the principles mentioned above, so that consumer protection law is actually correlated with economic law, the intended economic law is economic law that accommodates 2 aspects, namely the public law aspect and the civil law aspect, in terms of the two legal aspects, so that it contains a the concept of law that protects aspects of human life in economic activity. The main principles contained in economic law, which are sourced from public law, are: the principle of balancing interests, the principle of public supervision, and the principle of state intervention in economic activity.

### **c. Legal Relations Between Business Actors and Consumers**

In general and fundamentally, the relationship between producers and consumers is a continuous and continuous relationship. This relationship occurs because both of them

really want each other and have a fairly high level of dependence between one another. Manufacturers really need and rely heavily on consumer support as customers. Without the support of consumers, it is impossible for producers to guarantee their business continuity. On the other hand, consumers' needs are very dependent on the production of producers.

This dependence is because these needs can create a relationship that is continuous and continuous throughout time, according to the level of dependence on uninterrupted needs. The continuous relationship between producers and consumers occurs from the production process, distribution to marketing and supply. This series of activities is a series of legal actions and actions that have no legal consequences and which have legal consequences both for all parties and only for certain parties.

This is systematically utilized by producers in a distribution and marketing system of goods in order to achieve productivity and effectiveness levels in order to achieve business goals. Until the stage of the distribution or distribution relationship produces a relationship that is mass in nature, namely there is increasing demand and the community so that producers are required to increase their productivity because of their mass nature, the role of the state is needed in order to protect the interests of consumers in general. For this reason, it is necessary to regulate consumer protection based on the law, among others regarding the quality of goods, production procedures, health requirements, packaging requirements, environmental requirements, and so on.

The fulfillment of the above requirements will elevate the dignity of consumers, so that they can also be recognized as one of the subjects in the national economic system in addition to SOEs, cooperatives, and private businesses. Starting from the breadth and complexity of the relationship between producers and consumers and the many links between the two, to protect consumers as end users and products or services, various legal aspects are needed so that consumers can be protected fairly from the start of production.

It begins with a system of quality and health control as well as the accuracy of the use of materials for product targets. For this reason, the aspect of public law is very dominant. After the relationship is personal, civil law will be more dominant in order to protect the interests of each party.

### **3.2 PT. Telkom's Responsibility to Consumers of Indihome Internet Service Users**

#### **a. Causes of Indihome Internet Network Interference Used by Customers**

Interference with the internet network used in this case can interfere with consumers who use it in carrying out various activities which generally depend on internet connections for daily needs, and can cause losses for consumers. Internet network constraints are caused by many things, can be caused by the negligence of consumers themselves, technical errors from service providers, and others. Here are some things that can cause a weak Indihome internet network:

##### **1. Connecting Cable Broken**

The number of connecting cables for the installation of Cable Television and Wifi, causes the connection cable to be disconnected at any time. The cable is useful for connecting one device to another. If one of the connecting cables is disconnected, the network will be disconnected or disrupted. Generally, the cable is disconnected because the cable is folded or the cable is pinched, broken, bitten by a mouse, so the red light will automatically disappear causing it to be unable to connect to the network.

##### **2. Dislodged cables attached to poles, and underground cables**

The detachment of the cable generally occurs when a new customer installs the cable on the pole. Because the number of holes available for the cable is small and the cable is

detached, and also frequent cable breaks are caused by electrical repairs adjacent to the network cable so that there are obstacles and internet network disconnections.

3. The service has exceeded the usage limit

The service provider provides a policy to prevent service users from abnormal activities or a regulation that causes a decrease in internet speed because the user already holds the optimal limit for internet usage. In this case, internet with a speed of 10 Mbps provides an initial optimal limit of 300GB, after consumers use a quota of 300GB, the internet speed decreases but can still be used.

4. Network Used By Many Users

Wifi passwords are widely known by many people, and many who use them have experienced slowing down of consumers' internet speeds.

5. Consumer negligence itself

The cause of network disturbances can also be caused by the negligence of the consumer itself. Network problems can occur if consumers tamper with these internet features

**b. Consumer Protection for Indihome Internet Users According to Law Number 8 of 1999**

Consumer protection is intended as protection given to consumers in an effort to fulfill their needs from things that harm consumers themselves . It contains provisions between consumers and business actors. Based on the provisions in the Consumer Protection Law Article 7 letter b regarding the obligations of business actors which reads "Provide true, clear, and honest information regarding the conditions and guarantees of goods and/or services and provide explanations for use, repair and maintenance. From this verse, it is true that Indihome has explained about use and maintenance, but the disturbances and obstacles that usually occur in the use of a product, Indihome parties who communicate directly with consumers (sales marketing) rarely explain it.

**c. Indihome Wifi Installation Procedure**

The procedure for installing IndiHome itself is first done as a registration, after that the installation fee, installation, and the last is a subscription payment, the following is the description as follows:

1. Registration

The initial thing in the IndiHome WiFi installation procedure is that consumers register as an early process of new installations to subscribe to IndiHome. Consumers can choose 2 registration procedures, namely online and offline.

2. Paid IndiHome Installation Packages

After consumers register both online and offline, consumers will choose the IndiHome package they want to meet their needs. Consumers must choose a minimum of 1 internet speed option from 10 Mbps to 100 Mbps in the IndiHome service between fast internet and landline bundles in 1 2P Package (Internet+TV) or fast internet and landline bundles in 1 2P Package (Internet+Telephone) with bundle of fast internet, landline telephone, and Interactive Television channel in 1 3P Package (Internet+TV+Telephone). The packages offered are priced from IDR 375,000,00 to IDR 945,000,00 per month.

3. Installation

Before installation, in general, consumers will receive a call from 147 to ask whether the prospective customer has registered for a new installation of IndiHome. If it is true,

then 147 will distribute a Walk Order (WO) to the technician. After the technician finds a Walk Order (WO) from the Helpdesk in the myIndiHome Technician application, the technician will contact the customer to confirm and determine the day, and time to carry out a position check. If the specified time has been mutually agreed upon, the technician will arrive at the position to check the availability of fiber or non-fiber networks, problems at Rantauprapat, the number of cables needed for installation, and other needs related to the installation of IndiHome. If the position check has been completed and there are no obstacles or accumulation of network poles, the technician asks for the signature of the Customer Willingness Statment Message to Pay Guaranteed Money in the myIndiHome Technician application to the consumer. If the consumer is willing to sign the message, the technician will install the IndiHome feature. After the installation stages of the IndiHome feature end, the technician will carry out a PSB checklist and close the Work Order (WO) at MyIndiHome Technician so that consumers can use and enjoy the features of the IndiHome product.

#### 4. Payment

IndiHome service bill payments are paid by consumers after the IndiHome installation is carried out. The invoice for Indihome services will be issued on the 20th of the following month after the installation of the IndiHome device in the form of an invoice with various payment options, starting from the MyIndiHome application, Plaza Telkom, LinkAja application, Post Office, and ATM networks (Bank Mandiri, BNI) , BRI, BCA). Not only that, customers can pay bills for IndiHome services via e-commerce and merchants such as Tokopedia, Shopee, GoPay, OVO, Alfamart, Indomaret. .

#### **d. The Process of Implementing the Indihome Subscription Agreement between PT. Telkom and Customer (Standard Agreement)**

The IndiHome subscription agreement is a standard agreement made in a form containing the rules that have been prepared in advance by PT.Telkom. The Consumer Protection Law defines that standard clauses are any rules or conditions and conditions that have been prepared and have been determined in advance unilaterally by business actors as outlined in a document or agreement that is binding and must be fulfilled by consumers. Article 1 number 10 of the Consumer Protection Act .

The content of standard clauses is often detrimental to the party who receives the standard clause, namely the consumer because it is made unilaterally. If the consumer rejects the standard clause, he will not get the goods or services needed, because the uniform standard clause will be found elsewhere. This causes consumers to agree more often with the contents of the standard clauses even though they are cornered. For entrepreneurs, this might be a method to achieve economic goals that is effective, instant, and fast. However, for consumers, it is an unprofitable option because they are only faced with one choice, which is to accept it, even if it is with a heavy heart.

Sudaryatmo said the characteristics of standard clauses are as follows:

1. The agreement is made unilaterally by those whose position is relatively stronger than the consumer.
2. Consumers are not involved at all in ensuring the contents of the agreement.
3. Made in written form and in bulk. Consumers are forced to accept the contents of the agreement because it is driven by the aspect of need .

There is also an exoneration clause, which is a clause that is included in an agreement, where one party avoids fulfilling its obligation to pay wages and losses in full or to the extent that it occurs because of a broken promise or an unlawful act. The standard



agreement with the exoneration clause in principle only benefits business actors and harms consumers, because the clause is not balanced and does not reflect justice. The dominance of entrepreneurs is greater than the dominance of consumers, and consumers only accept agreements with these standard clauses for granted because of the encouragement of interests and needs. The burden that should be borne by business actors becomes the burden of consumers because of the exoneration clause.

In the current IndiHome subscription agreement, there is a new policy of using a security deposit. Customers who have registered and ended their IndiHome WiFi installation will be charged a security deposit and the initial payment can also be via the myIndiHome application, bank transfer, Indomaret, or to Plaza Telkom. The guarantee money that must be paid by the customer is one time from the payment for the IndiHome service package chosen by the customer. After the security deposit is paid, the IndiHome service will be activated and the status is Active by the technician. The security deposit paid in advance will be used in monthly payments and for that one month payment there will be no charge or free. However, if the customer terminates the subscription before the initial 12 months ends, he or she will be subject to a fine of IDR 1,000,000, 00 after the IndiHome service is inactive. The latest policy from Telkom regarding security deposits and fines is applied to deal with customers who do not pay bills after new installations or break promises .

In an agreement between PT.Telkom and the customer stated in the form, there are rights and obligations of telkom and consumers. These rights and obligations are nothing but a reciprocal bond of the parties. Thus the legal consequences are defined as the application of a contract itself. The application of an agreement must be formalized in a firm and thorough manner what the contents of the agreement are or what are the rights and obligations of the parties. The following are the rights and obligations of the parties:

a. Customer Rights

1. Get IndiHome Services in accordance with the Subscription Contract and Telkom's technical provisions that apply from time to time.
2. Get good and transparent service from Telkom regarding IndiHome Services.
3. Get information about technical specifications, characteristics, and general characteristics of IndiHome Services provided by Telkom.
4. Get Service Level Guarantee (Service Level Guarantee) IndiHome services in accordance with the applicable technical provisions of Telkom.
5. Submit a claim against the IndiHome Service Fee bill if it is believed that there is an inappropriate billing amount.
6. Get compensation according to Telkom's applicable technical provisions if the IndiHome Service Service Level Guarantee is not fulfilled or it is proven that there is an error in the bill.

b. Customer Obligations

1. Read and understand the content and terms of the Subscription Contract including all statements or other agreements between Telkom and the Customer made in connection with the IndiHome Service, as well as all additions and amendments made from time to time.
2. Read, understand, and sign all minutes and other necessary supporting documents related to installation, repair, modification/change of CPE devices and IndiHome Network, and/or modification/change or revocation of IndiHome Services at the Installation Address, submitted by Telkom and/or other parties other appointed by Telkom to the Customer.

3. Pay the applicable Security Deposit, New Install Fee (PSB), and IndiHome Service Fee, in a timely manner.
4. Pay the Installation Fee Penalty, Late Penalty and Termination Penalty imposed on the Customer in accordance with the provisions in the Subscription Contract.
5. Provide IKR/G and electrical power supply for IndiHome Service CPE devices at Install Address.
6. Give permission to Telkom and/or parties appointed by Telkom to enter the Installation Address location including the Customer's yard and/or house to carry out the installation, maintenance and repair process for IndiHome Service interruptions at the Installation Address.
7. Maintain the installation and CPE equipment at the Installation Address in good condition, at the Customer's own expense.
8. Report to Telkom if the connection to the IndiHome Service at the Installation Address is interrupted or damaged.
9. Report in writing to Telkom on any transfer of rights, responsibilities and/or obligations of the Customer regarding IndiHome Services to other parties.
10. Notify Telkom if you intend to change the IndiHome Service package, temporarily stop subscribing to IndiHome Service, and/or disconnect IndiHome Service, by contacting or visiting the Telkom office or contacting Telkom through other channels provided by Telkom for the purpose of managing changes to IndiHome Service , temporary isolation at the request of the Customer, and/or termination of the IndiHome Service.
11. Submit the CPE equipment owned by Telkom that is installed or installed at the Installation Address to Telkom, if the Subscription Contract expires or is terminated based on the provisions in the Subscription Contract.
12. To be responsible for and release Telkom from any claims/lawsuits from any party related to the violation of this Subscription Contract by the Customer, including but not limited to the provisions regarding prohibitions for Customers.

c. Telkom Rights

1. Receive Security Deposits, New Installation Fees (PSB), IndiHome Service Fees, Installation Fee Fines, Late Fines and Termination Fines imposed on Customers in a timely manner in accordance with the provisions in the Subscription Contract.
2. Receive or take Telkom's CPE device installed or installed at the Installation Address for IndiHome Services, if the Customer stops subscribing to IndiHome Services.
3. Make changes to services (mutations) and/or IndiHome Network and/or technical configurations and/or changes to IndiHome service connection numbers in order to increase the added value of services, reliability, and security of IndiHome Services for Customers.
4. Reject the request for IndiHome Service submitted by the Customer, if it does not meet the applicable technical provisions of Telkom.
5. Checking the Customer's installation to ensure that the IndiHome service connection is functioning properly.
6. Imposing sanctions on the Customer in accordance with the Subscription Contract.
7. Manage Internet Protocol (IP) both static and dynamic on the IndiHome Service internet access service which is owned by Telkom.
8. For the purpose of improving the quality of IndiHome services, obtain Customer's permission to be able to enter and inspect CPE devices at the Installation Address.

9. Telkom has the right to conduct random visits to the Installation Address to ensure customer data, the accuracy of the installation location and use of services, including to identify potential resale of IndiHome Services or potential fraud and abuse of other IndiHome Services.

d. Telkom's Obligations

1. Providing IndiHome Services at the Installation Address in accordance with the provisions of the Subscription Contract that meets the applicable technical provisions of Telkom.
2. Provide good and transparent service regarding IndiHome Services to Customers.
3. Provide information on technical specifications, characteristics, and general characteristics of IndiHome Services provided by Telkom, through brochures, leaflets, Plasa Telkom, 147, and/or other media.
4. Provide Service Level Guarantee for IndiHome services in accordance with applicable Telkom technical provisions. Provide compensation to customers if the Service Level Guarantee for IndiHome services is not fulfilled or there are proven errors in billing.
5. Follow up on the Customer's report if the IndiHome Service connection at the Installation Address is interrupted or damaged.
6. Follow up on Customer reports on any transfer of Customer's rights, responsibilities, and/or obligations regarding IndiHome Services based on Subscription Contracts to other parties.
7. Following up on Customer requests to make changes to the IndiHome Service package, temporarily discontinuing IndiHome Services or terminating IndiHome Services .

In the subscription contract between service providers and consumers, there is the fulfillment of rights as executor of obligations according to the agreement of the parties in the agreement, which is something that must be carried out with the principle of good faith which is based on the main basis of each agreement making in order to provide justice for the parties who make the agreement. in an agreement.

**e. E. PT. Telkom's Responsibility to Indihome Internet Service Users**

The responsibility of business actors in consumer losses is contained in Article 19 of the Consumer Protection Act:

1. Business actors are responsible for providing compensation for damage, pollution and/or consumer losses due to consuming goods and/or services produced or traded;
2. The compensation as referred to in paragraph (1) can be in the form of a refund or replacement of goods and/or services of the same or other equivalent, or health care and/or the provision of compensation in accordance with the provisions of the applicable laws and regulations;
3. The compensation is given within a period of 7 (seven) days after the date of the transaction;
4. The provision of compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error;
5. The provisions as referred to in paragraph (1) and paragraph (2) shall not apply if the business actor can prove that the error is the fault of the consumer

## IV. Conclusion

1. Consumer protection in Indonesia is regulated in Law No. 8 of 1999 concerning Consumer Protection. The law regulates the principles, objectives, rights and obligations of consumers and business actors. The subscription agreement uses a standard contract between PT. Telkom and Indihome customers where the agreement is standardized or made by one party, namely PT. Telkom without involving the customer. There is also the content of the IndiHome subscription agreement containing the applicable terms where these conditions make customers feel protected and know their rights and obligations. This is due to the contents of the agreement in the contract made by PT. Telkom still includes content that limits the responsibilities of one side.
2. The responsibility given by PT. Telkom to customers who experience problems or interruptions in indihome services will receive compensation in the form of cutting costs for consumers' monthly bills

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