

Settlement Of Defaults In Endorsement Agreements Between Business Owners And Selebgram As Online Promotion Media Instagram In Malang City Perspective Civil Code Of Law And Compilation Of Sharia Economic Law

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Abstract:

Online-based trading is increasingly being used by business people as a strategy in marketing their products by using celebrity services as outlined in the endorsement agreement. In addition to being profitable, there are problems in implementing the agreement, the problems that occur are, there are parties that do not fulfill obligations in accordance with the initial agreement, causing losses to one of the parties called default. Such is the case of default conducted by celebrities to online business owners at Monochromestore Malang online shops and several online business owners in Malang City. This study aims to examine how the settlement of defaults in the endorsement agreement between the business owner and the perspective program of the Civil Code and the Compilation of Sharia Economic Laws. This research uses a type of empirical legal research, using a sociological juridical approach as well as data collection using interviews and documentation studies. The result of the research is first, the implementation of endorsement agreement is done through direct message with instagram account, whatsapp, or contact the contact listed on the data selebgram to be invited to cooperate. Second, the settlement of default in the Civil Code is regulated in article 1243 that "compensation for costs, losses and interest due to non-fulfillment of an engagement is mandatory". Third, settlement of Default (broken promise) according to the Compilation of Sharia Economic Laws is contained in article 36, parties who have broken their promises can be subject to sanctions: paying compensation, canceling the contract, transferring risks, fines and paying court fees.

Keywords: Default, Civil Code of law, Compilation of Sharia Economic Laws.

Introduction

The rapid development of technology has brought changes to the world community and has succeeded in creating new infrastructure. Information technology through the Internet transforms the physical element into a virtual world (cyber space). Rapid changes, also bring a significant influence on trade activities carried out electronically, trading activities by utilizing social media instagram is now known as

Electronic Commerce or abbreviated e-commerce.¹ social media usage that is in great demand is Instagram ranked fifth most popular social media with a percentage of 38% most frequently. Based on Communication and Informatics Kemetrian revealed that internet users in Indonesia currently reach 63 million people from that figure 95 percent have used the Internet network not only as a medium of information and communication, but also as a trading media. According to Sembiring in the globalization era, the development of information and telecommunications is very rapid, technology makes distance no longer problematic in communicating and transacting.²

Increasingly tight competition between online businesses causes them to need other parties to promote their goods in order to be able to compete in the world of e-commerce. In the world of trade business, businesses have many ways in marketing products, one of which is by using celebrity services to promote their products that are poured in the form of cooperation with endorse service providers through the form of agreements. Endorsement is one of the marketing strategies that will be used to market its products, social media is targeted is Instagram. Instagram is a social networking-based app for taking photos and videos by applying various filters and sharing them to various other social media.³

In the implementation of endorsement cooperation in addition to having advantages, sometimes there are also obstacles such as celebgrams on social networking sites instagram often can not provide certainty to online business owners, do not provide direct confirmation to business owners, do not provide guarantees if they can not carry out their duties and obligations to business owners, so this can harm one of the parties, namely business owners. Other adverse matters may be, either party does not fulfill its obligations as promised or fulfills its obligations but is not in accordance with the contents of the agreement. Endorsement agreements are not specifically regulated in law. This agreement is a development of the world of online trading in the community in accordance with the seriring of the increasingly sophisticated time. Under article 1338 paragraph 1 of the Civil Code “all contracts (agreements) made legally apply as laws to which they are made”.

Busines owner often use endorse services on instagram, because it is felt that it can increase consumer buying interest. The implementation of endorsement agreements for businesses in the city of Malang can be profitable with the help of celebrities who promote their goods or products, but in fact in the implementation of the agreement there are problems that cause losses for business owners in social media marketing targets. For example, delays in uploading product photos from business owners while goods and costs have been received first, the quality of photos or videos uploaded is poor so that the goods diendorse no longer interesting, does not give a sign hastagh products or services from the business owner, negligence or does not confirm to the business owner of the product for some reason busyness. Celebgram action for not implementing obligations as agreed to business owners is certainly detrimental to

¹ Ahmad M. Ramli, *Cyber Law dan HAKI dalam sistem Hukum Indonesia* (Bandung: PT.Refika Aditama,2004), 1

² Aptika Kominfo, Diakses dari link <https://kominfo.go.id/content/detail/3415/kominfo-pengguna-internet-di-indonesia-63> pada tanggal 09 maret 2020 pukul 13.37

³ Pikiran Rakyat, “Situs Belanja Online yang paling banyak diminati”, <https://www.pikiran-rakyat.com/diakses> tanggal 30 Februari 2020

business owners, even in endorsement agreements business owners also have a weak position where business owners can only accept the terms proposed by an endorser, when it should be in a healthy business activity there is a balance of legal protection for the parties involved in it. If this happens, it is said to be a default.

Compilation of Sharia Economic Law has set about the default or safe al-'aqd or reneging on the promise in book II of the third chapter of the fourth part on the reneging of its promises and sanctions but in terms of its substance still needs improvement. Whereas in Islamic law a person is obliged to respect and fulfill the agreement or mandate that has been entrusted to him, the agreement must be based on the principle of trust / keeping the promise, the perpetrators must be consistent, have a high sense of responsibility to the contents of the agreement that has been agreed so that the parties to the agreement are not wronged. This is in accordance with the compilation of Sharia economic law that the agreement aims to meet the needs of life and business development of each party that entered into an agreement.

In connection with the implementation of the agreement perfectly, of course it is necessary to note in making an agreement, implemented in accordance with the prevailing principles and regulations, a sense of responsibility and trust (keeping the promise) in order to avoid default and break the promise that harms one party. It is recommended that online businesses impose regulations on sanctions, fines, compensation in the event of default and are included in the agreement, The sanctions made do not provide a deterrent effect so that there are many violations, especially the problem of reneging on promises.

Research on the settlement of defaults in endorsement agreements between business owners and celebrities as an online promotional media instagram in malang city perspective Civil Code of Law and Compilation of Sharia Economic Law has never been done, but there are some previous studies that contain discussions that are close to the study conducted in the study authors, including; *First*, thesis by Fransisko Ravellino Student of Faculty of Law, Catholic University of Parahayangan in 2017 with title "Juridical Analysis of Validity of Endorsement Agreement through Dirrect Message in Instagram Application Based on Article 1320 KUHPerdata". *Second*, Thesis by Lidya Savenallina Student of Faculty of Law Universitas Padjadjaran Economics Law Study Program in 2016 with the title "Protection for Online Business Owners In the Event of Default of Endorse Agreement Through Instagram Linked To The Law of Alliance And Law No.11 Year 2008 On Information And Electronic Transactions". *Third*, Thesis by Marta Agustina Hutagaol Student of Faculty of Law, Gadjah Mada University, in 2017 with the title "Implementation of Endorsement Agreement Between Online Shop and Instagram Social Media Artist". From these three studies there are similarities and differences with the study authors. The similarity is the same object studied in terms of endorsement agreements with instagram application. While the difference in the study used in the author's research is the Completion of Defaults in the Endorsement Agreement as An Online Promotion Media In Malang City Perspective Civil Code of Law and Compilation of Sharia Economic Law. From the background of the above problems it becomes important to conduct a review of the review of the Civil Code and the Compilation of Sharia Economic Law on the settlement of defaults in endorsement agreements. This research was conducted with the aim of describing and analyzing the settlement of defaults in endorsement agreements between business owners and

celebrities as an online promotional media with Instagram in Malang City Perspective
Book of Civil Law and Compilation of Sharia Economic Law.

Research Methods

The type of research used is field research or known as empirical law research (*Juridis Empirical*). Empirical law research is a study that focuses on examining a phenomenon or circumstance in the field and the object of research in detail by gathering facts that are then studied and studied based on existing concepts.⁴ In this study, researchers used a sociological legal and juridical approach. It is said to use a statutory approach because in analyzing this research using a legal perspective.⁵ While the sociological juridical approach is defined as the determination and assessment of legal aspects with non-legal aspects that occur in the community.⁶ The research location is located in Malang City, East Java which is an online business with endorsement services on instagram account. In this study using sample taker method, sampling technique used is purposive sampling which is included in non-probability sampling type. Purposive sampling is a sample selected based on consideration or subjective research of the study, so in this case the study determines for itself which respondents are considered to represent the population.⁷ So, the selection of subjects based on the needs that have to do with research is between online business owners and celebgrams in the city of Malang and has implemented endorsement agreements. Furthermore, the data obtained in the form of primary data, secondary data and tertiary data. *First*, primary data is the main data obtained directly from the source, made observations and recorded for the first time.⁸ The primary data source in this study is data from interviews with several online business owners in Malang and related celebgrams. *Second*, secondary data, is data obtained as supporting without having to go directly to the field. As for the secondary legal sources that the author uses as a source of reference and analysis in this study, the Civil Code, the Compilation of Sharia Economic Law Book II Chapter 36 on the reneging on its promises and sanctions. *Third*, tertiary data are supporting data that are supportive, namely materials that provide guidance and explanation of primary data and secondary data sources.⁹ Re-examination (*Editing*) is the stage of re-examination of data obtained especially in terms of completeness, meaning, suitability, and relevance. The next stage of Classifying by classifying the results of interviews and documentation, is then analyzed according to several regulations in the Civil Code and the Compilation of Sharia Economic Law. The next stage of Verifying data that has been classified based on problem formulation and research type is then compiled and connected, in this research the classified data will be adjusted to the theory in the research. The next stage of analyzing using qualitative descriptive method is a technique that is carried out in digging a research by jumping in the field directly and looking at the actual circumstances. The last stage of conclusion (*Concluding*) by taking the answer to the question in the problem formulation in the

⁴ Aminuddin Zainal Asikin, *Pengantar Metode Penelitian Hukum*, (Jakarta: Raja Grafindo, 2004), 15

⁵ Peter Mahmud Marzuki, *Penelitian Hukum*, (Jakarta: Kencana Prenada Media Grup, 2011), 35.

⁶ Bahder Johan Nasution, *Metode Penelitian Hukum*, (Bandung: PT Remaja Rosdakarya, 2017), 123.

⁷ Burhan Ashshofa, *Metode Penelitian Hukum*, 91.

⁸ Amirudin dan Zainal, *Pengantar Metode Penelitian Hukum*, 30

⁹ Soejono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: UI Pres, 1986), 12

form of conclusions from the entire data obtained from the research that has been analyzed.¹⁰

Results and Discussion

Implementation of Endorsement Agreement between Online Business Owner and Celebgram in Malang City

In the implementation of endorsement agreements in general that are used based on the results of interviews with some business owners in the city of Malang in general is done by not meeting in person, the agreement agreement is done through direct messages diakun Instagram, Whatsapp, or contact the contact listed on the data celebgram to be invited to cooperate. In doing sales, marketing, promotions conducted online there are many media options that can be done by business owners including, such as Facebook, Bukalapak, Shopee, Tokopedia, Kaskus, Line, Blog, Website, Twitter, Youtube, Email Marketting, Instagram, and others, which will be discussed in this study the social media network used by researchers is Instagram.

Endorsement activities in online business is currently a form of cooperation between the two parties and mutual benefit. The endorsement system offered is also diverse, namely: free endorse (*free*), in this system online business owners give products to endorsers for free without wages. Paid endorse (*paid endorse system*), in this system online business owners provide products that will be recommended at a predetermined rate at the beginning of the agreement. Paid promote, paid promote is done by online business owners by providing photos, articles, captions and tags that will be promoted without giving products to endorsers by providing wages for their promotional services in accordance with the agreement and can be done by anyone does not have to celebgram.

Based on interviews with several business owners such as Mas Mas Aldisyahputra as the owner of Monokromstore Malang, Mas Athock as the owner of Daksi Coffe, Mas anwar as owner piaminirakkies, Eva Alkaff as owner of hbd_diamond, mbak Sintya as owner of loozi scarf they explained that the reason they use endorsement services as an online promotional media is (1) Products known in a relatively short time are carried out to introduce and promote a product to the public (2) With endorsement strategies can increase sales can also expand the business network , (3) Consumer confidence will increase because the products promoted are very attractive and delivered with confidence by public figures who have a positive image, (4) the promotion will be more effective because it will not take long for the product to be known in the public, (5) The use of endorse services can increase the number of followers of online stores and can get many loyal and profitable new consumens.

As for its implementation, the stages of endorsement agreement as an online promotional media instagram instagram namely: (a) Using social media instagram which is a strategic application to market its products, the influence of Instagram more make the formation of a brand more attractive. (b) Choosing an endorse celebrity to promote their products, by looking at the activeness and interaction of potential endorsers in the celebrity instagram account, having a matching/relevant association with the brand, consumer perception of an endorser, the physical appearance of the

¹⁰ Sugiyono, *Metode Penelitian Kuantitatif Kualitatis dan R&D*, (Bandung: Alfabeta, 2008), 15.

endorser and the number of followers of the celebgram. (c) Contact the endorser candidate with the contact listed on instagram celebgram with Dirrect Message, Whatsapp, Email or others to be invited to work together to market his/her personal account, (d) After the agreement occurs then the goods to be promoted are sent to the celebrity address in accordance with the agreement in the agreement above for the step of uploading photos or videos of products owned by the business owner.

In performing endorsement agreements, the parties have their own rights and obligations from both business owners and celebrities. The rights and obligations of business owners are: a) obtaining services from celebgrams in accordance with the contents of the agreed agreement b) expressing the desire for content for products to be reviewed c c) accepting or rejecting the terms proposed by celebgrams) making payments on the services of celebgrams) complying with the terms and conditions that have been made. While the rights and obligations for celebgrams are: 1) Entitled to honorarium or payment for the services; 2) Determine the clauses in the agreement; 3) Upload content owned by service users in accordance with the agreement; 4) Upload content according to the specified schedule.

With regard to the implementation of an agreement, there are rights and obligations created and must be fulfilled between the business owner and the celebgram. The rights and obligations contained in the agreement shall be fulfilled and exercised in the good faith of the parties with the aim of creating a mutually beneficial agreement without harming either side, because in making an agreement no party shall be wronged or harmed.

Default and Completion in endorsement agreement between Business Owner and celebgram as online Promotion Media with Instagram in Malang City Perspective Civil Code of Law.

An agreement is an agreement between two or more people on a particular thing agreed upon by the person who made it. This explanation is contained in article 1313 of the Civil Code that: “an alliance is an act in which one or more person binds one or more people to another or more”. According to Subekti “a covenant is an event in which a person promises to another person, or where two people promise each other to do something”.¹¹ From this article, it is explained that this agreement is considered to have been born and binding since both parties agreed to the terms and conditions made by the parties, as in endorsement agreements made by business owners and celebrities to promote their products on instagram accounts and make all rights and obligations in the agreement come into force for both parties concerned.

Endorsement agreements are not specifically regulated in the Civil Code. In this case the provisions of endorsement agreements still refer to the provisions of the agreement in general as stipulated in article 1320 of the Criminal Code there are 4 terms of validity of the agreement, which in this case is applied in the endorsement agreement, namely: their agreement that binds itself, the ability to make an alliance, a certain thing, a lawful cause. When the agreement is valid, the alliance binds the parties who made it. In Civil Code article 1338 paragraph 1 that “a legally made Agreement applies as a law to the parties who make it”. If any party does not honor its promises, there are those who feel aggrieved. Parties who feel aggrieved have the right to hold accountable to

¹¹ R. Subekti, II. *Hukum Perjanjian*. (Jakarta: PT. Intermasa, 1987), 338

those who do not fulfill their obligations, this responsibility is born from a violation of an agreement. Promises in treaty law are called achievements. The formulation of achievements in the law of the agreement is stipulated in article 1234 of the Civil Code, namely: “to give something, to do something, and not to do something”. The consequences of such agreements give rise to rights and obligations for each party, both business owners and celebgrams that must be implemented, as in article 1366 of the Civil Code that “everyone is responsible, not for losses caused by his actions, but also for losses caused by his negligence or lack of care”.¹²

Endorsement agreement in Malang city according to the results of interviews with business owners is done by direct message through instagram account, or through mobile number listed on personal instagram account owned by celebgram. After that, the celebgram determines the terms and conditions of cooperation to the business owner. Endorsement cooperation through electronic media is usually standard with the principle of "take it or leave it" to be accepted or rejected by business owners. With the development of communication technology in the making of agreements made online, there is often a problem, especially between online business owners and celebrities in terms of the trust given to celebgrams, that the agreement will be implemented in good faith, the principle of good faith is regulated in article 1338 paragraph 3 of the Civil Code that the agreement must be executed in good faith. Default is not fulfilling or failing to perform obligations (achievements) as specified in the agreement made between the two parties.¹³ Default can be: *First*, not doing what he is expected to do. *Second*, carry out what he promises, but not as he should. *Third*, do what he promised but it was too late. *Fourth*, do something that according to the covenant should not do.¹⁴

Based on the results of interviews with several online business owners in the city of Malang who experienced cases of default in the implementation of endorsement agreements, including in the online shop Monokromestore Malang with celebgrams invited to promote their products on instagram accounts, the celebgrams did not carry out the contents of the previously agreed agreement, namely product review photos and the duration of the photo time that should be one month and a half so that this is not in accordance with the initial agreement, in this case the wanprestasi that the celebgram does is at the point “Do what he promised but not as promised”. The second case of misconduct in hbddiamond beauty clinic there was a default from the celebgram that occurred the implementation of the agreement, namely the mistake made was negligence resulting in a delay in uploading a photo of the product requested to meriview beauty clinic products from hbddiamond due to personal busyness, that the personal busyness that made him negligent is the duty of college as a student, so the case is said to be a failure at the point of “fulfilling achievements but not on time (too late)”. The case for implementing the paid promote agreement in malang online foodies piaminirakkies there is a problem in posting the content, where the service has been paid but the posting does not reach the target so that the business owner feels harmed, the case that occurred including a default on the point of “not doing what he is agreed to do”.

¹² Pasal 1366 Kitab Undang-Undang Hukum Perdata

¹³ Salim HS, *Hukum Kontrak: Teori Dan Teknik Penyusunan Kontrak*, (Jakarta:Sinar Grafika, 2003), 98.

¹⁴ R. Subekti, *Aneka Perjanjian*, (Bandung: Penerbit Alumni, 1995), 98

The settlement of the case of default in the endorsement agreement in the city of Malang perspective of the Civil Code is conducted out of court peacefully with the party that has committed the default is held liable for damages according to violations and based on the agreement between the two parties. In the event of default in the implementation of endorsement agreement, then the party who commits default shall be liable, this is stipulated in article 1366 of the Civil Code that *“everyone is responsible, not for losses caused by his actions, but also for losses caused by his negligence or lack of care”*. The occurrence of default in endorsement agreements between business owners and celebrities as an online promotional media in the city of Malang is the celebrity party does not meet the obligations as agreed in the agreement. So that the business owner feels aggrieved. For the settlement of defaults according to kuhPerdata refers to article 1243 that *“the reimbursement of costs, losses and interest due to the non-compliance of an agreement shall begin to be required, if the debtor, even if it has been declared negligent, remains negligent in fulfilling the agreement, or if something to be given or done can only be given or done within a time exceeding the specified time”*.

Default (Reneging on Promise) and its settlement in endorsement agreement between business owner and celebgram as Online Promotion Media in Malang City Perspective Compilation of Sharia Economic Law

The agreement in the Compilation of Sharia Economic Law is referred to as an agreement stipulated in the Regulation of the Supreme Court of the Republic of Indonesia Number 02 of 2008 in book II of CHAPTER I article 20 paragraph 1 that “an agreement is an agreement in an agreement between two or more parties to perform and or not to perform certain legal acts”. According to Islamic law the alliance is all the rules of Islamic law related to human relationships that discuss issues with property and matters related there to it. In CHAPTER II on 13 principles contained in the agreement, namely: iktiyari (voluntary), trust (keeping promises), ikhtiyati (prudence), luzum (ungodly), mutual benefit, taswiyah (equality), transparency, ability, interpretation (ease), good faith, halal reason, al-hurriyah (freedom of contract), al kitabah (written). This principle needs to be considered in the making of agreements in order to avoid problems that may occur in the process of implementing the agreement after it is later agreed. In CHAPTER III which consists of 34 articles starting from article 22 with article 55. In general, the agreement or agreement in the Compilation of Sharia Economic Law regulates: the pillars and conditions, the legal category of the contract, 'Disgrace of the agreement, the reneging of its promises and sanctions and the interpretation of the contract.¹⁵

The second part of the category of contract law described in articles 26 and 27 that the contract is invalid if it is contrary to Islamic law, legislation, public order and/or decency. In article 27 “the law of the contract is divided into three categories, (a) a valid contract, (b) an agreement that is façade or cancelable and (c) an agreement that is null or void”, the legal understanding of the contract in article 28 paragraph 1 “a valid contract is a contract that is fulfilled in harmony and its terms”. In the Compilation of Sharia Economic Law article 29 of the third section concerning 'disgrace of the agreement paragraph 1 that: *“the valid contract as referred to in article 27 letter a is the*

¹⁵ Mahkamah Agung RI Direktorat Jenderal Badan Peradilan Agama, *Kompilasi Hukum Ekonomi Syariah*, (Jakarta, 2011), 15-17

contract agreed in the agreement, does not contain elements of ghalath or error, ikrah or coercion, taghrir or hoax, and ghubn or disguise".¹⁶ The agreement in the endorsement agreement is a valid agreement because the pillars and conditions have been fulfilled and the making of the endorsement agreement is done not with the element of coercion because the parties are mutually beneficial and carried out on a voluntary basis.

In the law of the agreement if there is a word of agreement, it is binding on both parties and must carry out obligations in accordance with the contents of the agreed agreement. However, there are some problems in the implementation of agreements made before, so unwittingly by the celebgrams this is detrimental to business owners because it does not reach the target as expected. If either party does not perform its obligations in accordance with the agreement it has made, this is called default.¹⁷ According to the Compilation of Sharia Economic Law reneging on its promises and sanctions are stipulated in the fourth section of articles 36-39. The Party may be deemed to have defaulted if its error is stipulated in clause 36 that: *"(1) did not do what it promised to do; (2) carry out what it promised but not as promised; (4) do what it promised, but it is too late; or (5) do something that according to the agreement should not be done"*. In article 37 of the Compilation of Sharia Economic Law that *"the party in the contract reneges on the promise, if by a warrant or with a deed of such a kind it is declared to be reneging on the promise or by its own agreement stipulates, that the party in the contract shall be deemed to be reneging on the promise by the end of the specified time"*. In the event of reneging on the promise of rights that can be demanded are: *"1) The right to demand the fulfillment of the alliance (nakomen); 2) The right to demand termination of the alliance or if the alliance is reciprocal, demanding the cancellation of the alliance (ontbinding); 3) Right to claim compensation (schade vergoeding); 4) The right to demand fulfillment of the alliance with compensation; 5) The right to demand termination or cancellation of the alliance with compensation."*

Based on the results of interviews with business owners who use endorsement services to promote their products are declared to have reneged on the promise of not implementing obligations in accordance with the agreement and the party has violated the principle of trust or keeping the promise because it does not carry out the agreement in accordance with the agreement. God is All-ful and All-wise. The reneging of its promises and sanctions has also been stipulated in the Compilation of Sharia Economic Law that the party in the contract that reneged on the promise and has been declared reneging on the promise or by its own agreement stipulates that the party in the contract is considered to be reneging on the promise by the time specified. Efforts to resolve the case of reneging on the promise in the endorsement agreement taken by both parties is by means of family deliberation based on the agreement of both parties for the payment of compensation. Deliberation is a very noble way of solving problems By means of deliberation the problem can be solved with good decisions and does not harm any party, based on Qs. Ali Imran:159 as follows:

فَاعْفُ عَنْهُمْ وَاسْتَغْفِرْ لَهُمْ وَشَاوِرْهُمْ فِي الْأَمْرِ

¹⁶ Pasal 28 – 29 Kompilasi Hukum Ekonomi Syariah (KHES)

¹⁷ Ahmad Miru, *Hukum Kontrak Bernuansa Islam*, (Jakarta: PT Raja Grafindo Persada, 2013), 33.

Meaning: *“Therefore, forgive them and ask forgiveness for them, and consult with them in the matter”*. (QS Al Imran 159)

Based on the results of the author's interviews with several business owners in Malang City, efforts to resolve defaults carried out by celebrities in the endorsement agreement through Instagram media, namely efforts to resolve peacefully or kinship, the celebgram apologized for not carrying out the agreement properly and the celebgram was willing to provide compensation according to what business owners want their mistakes in order to maintain good relations and win-win decisions. Settlement efforts made by the business owner continue to refer to the Compilation of Sharia Economic Law in article 38 that “parties to the contract who break their promises can be subject to sanctions in the form of: paying compensation; cancellation of the contract; transfer of risk; fine; and or pay court fees”. Some celebrities pay compensation by not being paid and provide bonuses in the form of uploading content for their actions that are detrimental to business owners.

Conclusion

Based on the analysis that has been presented above, the conclusions in this study are; (1) Implementation of endorsement agreement as a promotional media in Malang city between business owners and celebrities in general is done by not meeting in person, endorsement agreement is done through direct message with Instagram to be invited to cooperate. (2) The settlement of the case of default in the endorsement agreement in Malang city perspective civil code conducted out of court peacefully with the party who has committed the default is held liable for damages in accordance with the violation and based on the agreement between the two parties. The occurrence of default in endorsement agreements as an online promotional media in the city of Malang is the celebgram party does not meet the obligations as agreed in the agreement. So that the business owner feels aggrieved, in article 1243 of the Civil Code that “the reimbursement of costs, losses and interest due to the non-compliance of an agreement begins to be required, if the debtor, even if it has been declared negligent, remains negligent to fulfill the agreement, or if something to be given or done can only be given or done within a time that exceeds the specified time”. (3) The case of reneging on a promise made by a celebgram according to the Compilation of Sharia Economic Law has been declared in violation of article 21 paragraph 2 of the principle of trust for not carrying out obligations in accordance with the agreement. The settlement of defaults reached between business owners and celebgrams according to the Compilation of Sharia Economic Law is carried out with deliberation in accordance with Qs. Ali Imran:159 and the party that has committed the default is responsible and apologizes for its mistakes and is willing to provide compensation according to the wishes of the business owner in accordance with the regulations in the Compilation of Sharia Economic Law article 38 “parties in the contract who break the promise can be penalized in the form of : pay compensation; cancellation of the contract; risk shift; fines; and or pay the costs of the case”.

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