

Sale and Purchase Twitter Username According to Consumer Protection Law and Sharia Contract Law

Diana Ali Miftah

Universitas Islam Negeri Maulana Malik Ibrahim Malang

dianaalimiftah@yahoo.com

Abstract

The advancement of technology and information encourages the emergence of various kinds of social media platforms that can be means of transactions between humans in various ways. One of which is sale and purchase usernames twitter. The type of research used is normative juridical research In the legal aspect of the sharia contract law and consumer protection law, the username also does not fulfill several elements including the object being traded must be clear and can be handed over, while username is an object that does not have a physical form to be handed over so that transactions like this are considered invalid and contain elements of gharar that can lead to problems in the future.

Keyword: *Online Sale and Purchase, Twitter, Consumer Protection, Contract, Gharar.*

Introduction

Economic activity is one of social life that has an impact on fulfilling human needs. There are various ways of sale and purchase, either directly or indirectly, in the same place or in different places. In Islam, this kind of relationship is called muamalah, namely all the rules created by Allah SWT to regulate relations between humans in social life.¹

Many people think that social media is something that is really needed at this time, the elimination of boundaries that usually occur in conventional communication is considered as the advantage of social media which people often associate with the term freedom of expression. The benefits of social media in addition to communicating can be used as a means of doing business, or fulfilling needs, everything is available online, from sale and purchase, services, payment transactions and other things. Twitter as a social media based on microblog is one of the platforms that are often used by Indonesian people to make online purchases. Various things that are often targeted by Twitter users are clothing, food, home appliances and electronics, beauty products and the latest smartphone output.

One trend that has emerged in recent years is 'roleplayer' where a fan can act like an idol who is their role model, starting from their account names, tweets of activities, even the photos they upload are photos of their idols, it's as if they are the idols. However, choosing an account name that is similar to their idol's name is not only happening among roleplayers, but has penetrated into various general layers. In fact, not infrequently they auction an account name that is considered rare and difficult to create. According to some Twitter who have managed to sell several account names, there are several formulas and tricks so that usernames can be sold even at high prices. Some accounts that are worth selling are flat letters, namely there are no rising or falling lines and the addition of one or two letters from the idol's real name.

¹ Karim Helmi, *Fiqh Muamalah* (Jakarta: Raja Grafindo Persada, 1993), 37.

There are still many sellers and buyers who do not understand or obey the regulations in accordance with applicable rules, both in consumer protection law and sharia contract law, so it is very vulnerable for buyers to be harmed and cheated by the seller. In accordance with the background of the problems that have been described, it can be identified several problems that arise, especially related to how Consumer Protection Law and Sharia Contract Law perspective at this legal issue.

Research Method

The type of research used is normative juridical research which examines written law from various aspects, namely aspects of theory, history, philosophy, comparison, scope and material, consistency, general explanation, and regulations.²

The type of research used in this research is normative juridical. Normative juridical, namely research conducted by examining various legal rules that are formal in nature such as laws, regulations and literature containing theoretical concepts which are then linked to the problems that will be discussed in writing this thesis. Study and research from the scope and material of the provisions in the Consumer Protection Law as well as in the Sharia Agreement Law.

Results and Discussion

Procedures for Sale and Purchase of Twitter Username

Username is a name that is used as a user identity in communicating via internet media, where the user is registered in a unique database. This means that there cannot be the same username in one database.³ Username is one of the first step in the security mechanism in database applications and username in twitter is symbolized by the @ symbol then followed by the twitter account name of the account owner. Sale and purchase usernames is the idea of creative twitter users and has nothing to do with the twitter company itself.

Username is a name that is used as identity on twitter. The username serves as a guide or identification tool with whom we communicate, because twitter users have different usernames from one another. Usernames that are often sought after by buyers are names that have their own uniqueness, so not all usernames can be sold.

In practice, there is a formula that can be used to determine whether a username is worth selling or not. In this case, there are two categories of letters, namely flat letters and uneven letters. The division is as follows flat letters; weruioaszcvcnm and uneven letters; qtypdfghjklb so usernames can be sold are those that are added, replaced, or moved one letter from the original word and no other characters are added.⁴

For selling usernames, there is a certain formula so that the username can be sold. First, a salable username is a "flat" Second, the username is added, replaced, or moved one letter from the original name. Meanwhile, if you add two letters which cannot be sold. Furthermore, the username by replacing the letters can be sold, but if it is replaced by two letters, it cannot be sold. And the last is by moving letters, as previously mentioned, if two letters are moved, the username cannot be sold.

² Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif Suatu Tinjauan Singkat* (Jakarta: Raja Grafindo Persada, 2006), 11.

³ M. Rudyanto Arief, "Keamanan User Database," *Data Manajemen Dan Teknologi Informasi* 12, no. 1 (2011), 29.

⁴ Radhita Rara, "Lagi Viral, Begini Fenomena Username Twitter Hingga Terjual 8 Juta!" *Journal Sociolla*, 2021.

Sale and purchase usernames is not much different from other sale and purchase in the real world, namely there are buyers, sellers, objects being traded or from the contract. What makes the difference is in terms of transactions where in conventional sale and purchase transactions are carried out face-to-face between the seller and the buyer, while sale and purchase usernames are carried out without knowing the object being traded is good or not in terms of its condition or existence, while the sellers and the buyer does not meet in person in carrying out the transaction because it is done online.

Analysis of Consumer Protection Law Review for Sale and Purchase of Twitter Username

Sale and purchase Online, as well as conventional sale and purchase transactions in the real world, are carried out by related parties even though in online the parties do not meet each other directly, but connected via the internet. In sale and purchase online, the seller and the buyer do not meet face-to-face because they are in different locations so that payments are made through bank intermediaries, and the provider is the provider of internet access services.⁵ Consumers are still deemed to have agreed and are therefore bound by what is stated in the agreement. Most transactions and buying and selling twitter usernames are like buying and selling a house or car. When a price agreement has been made and payment has been made, the username will be submitted.

The desire to be achieved in consumer protection is to create a sense of security for consumers in meeting the needs of life. In business transactions, disputes often occur due to a default from the parties, both related to non-fulfillment of achievements, fulfilling achievements but not meeting expectations/misrepresenting achievements and being late in fulfilling achievements.⁶

The legal relationship between the parties providing goods or services and consumers ultimately gives birth to rights and obligations that form the basis for the emergence of a responsibility. The basic norms then formulate the obligation to follow legal regulations and account for them in accordance with the obligations to follow these legal rules. In principle, liability to business actors can arise if there is a loss experienced by the consumer due to not carrying out legal obligations. Consumer legal protection instruments can be implemented in two forms of regulation, namely legal protection through certain laws that are general in nature for all people who carry out transactions and legal protection in accordance with special agreements made by the parties in the substance of the agreement between the seller and the consumer.

Some regulations that can be used as a juridical reference in providing legal protection to consumers in online one of which is in Law No. 8 of 1999 concerning Consumer Protection. Article 1 paragraph (1) of the Consumer Protection Act (UUPK) emphasizes that consumer protection is all efforts to ensure legal certainty in order to provide protection for consumers. Furthermore, Article 2 of the Consumer Protection Law (UUPK) states that "consumer protection is based on benefits, justice, and balance, consumer security and safety as well as legal certainty." Consumer protection law is closely related to various other branches of law, because in each branch of law there are always parties with the predicate of "consumers".

⁵ Ita Susanti, "Tinjauan Yuridis Terhadap Perlindungan Konsumen Belanja Online Berdasarkan UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen Juncto UU No. 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Sigma-Mu* 9 (2017), 22.

⁶ Yahya Ahmad Zein, *Kontrak Elektronik & Penyelesaian Sengketa E-Commerce Dalam Transaksi Nasional & Internasional* (Jakarta: Mandar Maju, 2009), 7.

In sale and purchase online a product or service, the consumer always wants satisfaction with the product he bought. Meanwhile, business actors tend to want to profit from these transactions. The parties can achieve their respective desires in a way if both carry out their respective obligations correctly and based on good faith. According to the consumer's point of view, there are several things that consumers want when they want to buy a product, namely: 1) Obtaining clear information related to the product; 2) Convinced that the product is not harmful either for health and mental safety; 3) Products purchased are in accordance with consumer desires, both in terms of quality, size, price and so on; 4) Consumers know how to use product ; 5) Guarantee that the purchased product can be useful and function properly; 6) Guarantee if the goods purchased are not suitable or cannot be used, the consumer has the right to obtain compensation in the form of products or in the form of money.⁷

In fact, it is not uncommon to find that consumers often do not get the product they expect optimally so that consumers feel disadvantaged. In Law Number 11 of 2008 as amended by Law Number 19 of 2016 concerning Information and Electronic Transactions.

Sales and purchases made through online have specifically been regulated in Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Information and Electronic Transactions. Regulations related to consumer protection in Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 regarding Electronic Information and Transactions can be seen in Article 9 which regulates complete and clear information on contracts from business actors, as well as products offered. Clear, complete and correct information refers to the identity, status of legal subjects, competencies, legal terms of the agreement and explains the goods/services offered, such as names, addresses, or descriptions of goods or services.⁸

In the Consumer Protection Law, business actors are required to have good faith in carrying out their business activities, while for consumers, they are required to have good intentions when making transactions to purchase goods and services against business actors.⁹

In consumer protection, there are several consumer rights that must be granted by business actors, one of which is the right to choose and obtain goods and/or services in accordance with the exchange rate and conditions and guarantees promised in accordance with Article 4 of Law Number 8 of 1999. Article 4 of the Consumer Protection Law states that consumer rights are right to comfort, security and safety in consuming goods and/or services, right to choose goods and/or services and to obtain goods and/or services in accordance with the exchange rate and the promised conditions and guarantees, right to correct, clear and honest information regarding the condition and guarantee of goods and/or services, right to have their opinions and complaints heard on the goods and/or services used, right to get advocacy, protection and efforts to resolve consumer protection disputes properly, right to receive consumer guidance and education, right to be treated or served properly and honestly and not discriminatory, right to receive compensation, compensation and/or services received are not in accordance with the contract or not properly, and rights regulated in other statutory provisions.

⁷ Arief Mansur and Elisatris Gultom, *Cyber Law Aspek Hukum Teknologi Informasi* (Bandung: Refika Aditama, 2005), 155.

⁸ Abdul Halim Barkatullah, *Hukum Perlindungan Konsumen* (Bandung: Nusa Media, 2008), 32.

⁹ Miru and Yodo, *Hukum Perlindungan Konsumen* (Jakarta: Raja Grafindo Persada, 2011), 54.

Analysis of Legal Review of Islamic Contract on Sale and Purchase of Twitter Username

Sale and purchase there are several pillars and conditions that must be met, if these pillars or conditions are not met then the sale and purchase transaction is considered invalid. In the implementation of sale and purchase there are five pillars that must be fulfilled, such as:¹⁰

- 1) Seller: he must own the goods he sells or have permission to sell the goods and be in a healthy state of mind.
- 2) Buyer: he is required to be a person of sound mind, not a child who does not have permission to buy.
- 3) Objects of sale and purchase: goods being traded must be halal, clean, can be delivered to the buyer, and the goods are clear or can be known by the buyer even if only by their characteristics.
- 4) Ijab Kabul: Ijab is the word of the seller, while Kabul is the word of the buyer. Submission (ijab) and acceptance (kabul) are carried out through words or consent and acceptance by deed.¹¹
- 5) Willingness between both parties, both from the seller and the buyer. Because sale and purchase can be said to be invalid if one of the two parties has an unwillingness.¹² The existence of a willingness cannot be seen because the willingness is related to the heart, the willingness can be known through outward signs, one of the clear signs showing willingness is consent and acceptance.¹³

The conditions that must exist in the sale and purchase are the existence of the goods that are the object of sale and purchase is known by the seller and the buyer both in terms of shape, nature, quantity and quality of the goods. If these requirements do not exist in a sale and purchase transaction, neither the circumstances nor the nominal price are clearly known, then the sale and purchase transaction is considered invalid because the transaction is prone to contain elements of fraud.¹⁴

In Islamic law it is stated that ambiguity or uncertainty in sale and purchase is something that is prohibited because it is included in the sale and purchase of gharar. Sale and purchase gharar is a sale and purchase that has risks and can be a burden for one party who can provide financial losses. Gharar has a meaning whose form cannot be ascertained, whether it exists or does not exist, and the quality and quantity are unknown or something that cannot be handed over, as Allah says in surah an-Nisa' verse 29.¹⁵

As for the definition which means to doubt whether or not an object exists, such as the definition of Ibn 'Abidin, it is only limited to the existence of an object. However, it does not explain the nature or amount. For example, I sold one of my two items to you, but did not specify one of them. Likewise with the definition of an unknown item. Like the definition of Ubay Muhammad bin Hazm, who said that gharar is "Something in which the exact quantity

¹⁰ Yasardin, *Asas Kebebasan Berkontrak Syariah* (Jakarta: Prenandamedia Group, 2018), 63.

¹¹ Abu Ahmadi Abdul Fatah Idris, *Fiqh Islam Lengkap* (Jakarta: Rineka Cipta, 1990), 135.

¹² Ismail Nawawi, *Fikih Muamalah Klasik Dan Kontemporer* (Bogor: Ghalia Indonesia, 2012), 46.

¹³ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014), 70.

¹⁴ Chairuman Pasaribu and Suhrawardi K. Lubis, *Hukum Perjanjian Dalam Islam*, (Jakarta: Sinar Grafika, 2003), 40.

¹⁵ Dimyauddin Djuwaini, *Pengantar Fiqh Muamalah*, (Yogyakarta: Pustaka Pelajar, 2008), 85.

and nature of the object is not known in the contract."¹⁶ This definition only mentions the nature and number of objects, but does not explain the certainty of the presence or absence of objects.

Conclusion

The mechanism for sale and purchase usernames online is uses non-cash or cashless which can make it easier for buyers to pay via digital wallets or via bank transfers. But here the protection of consumers who want to buy a username is very vulnerable because some consumer rights in accordance with what is in the Consumer Protection Act are not fulfilled, so this can cause one party to feel disadvantaged.

Selling and buying system of Twitter usernames that are made online according to the Sharia Contract Law are in accordance with the terms and pillars in sale and purchase that everything that is traded must be clear. It is stated that in Islam an object of sale and purchase must be something that can be handed over, while username is something that does not have a physical form so that it cannot be handed over, so that this kind of sale and purchase transaction is considered invalid according to sharia contract law because it contains elements of gharar and sells goods that cannot be submitted in physical form.

Bibliography

- Abdul Halim Barkatullah. *Hukum Perlindungan Konsumen*. Bandung: Nusa Media, 2008.
- Ahmadi Abdul Fatah Idris, Abu. *Fiqh Islam Lengkap*. Jakarta: Rineka Cipta, 1990.
- Arief Mansur and Elisatris Gultom. *Cyber Law Aspek Hukum Teknologi Informasi*. Bandung: Refika Aditama, 2005.
- Djuwaini, Dimyauddin. *Pengantar Fiqh Muamalah*. Yogyakarta: Pustaka Pelajar. 2008
- Helmi, Karim. *Fiqh Muamalah*. Jakarta: Raja Grafindo Persada. 1993
- Hendi Suhendi, *Fiqh Muamalah*. Jakarta: Rajawali Pers. 2014
- Ibnu Hazm al-Zahiri, al-Mahalli, *Tahqiqi: Ahmad Muhammad Shakir*. Cairo: Maktabah Dar al-Turats, Jilid 8
- Ismail Nawawi, *Fikih Muamalah Klasik Dan Kontemporer*. Bogor: Ghalia Indonesia. 2012
- Miru and Yodo, *Hukum Perlindungan Konsumen*. Jakarta: Raja Grafindo Persada. 2011
- Pasaribu, Chairuman and Suhrawardi K. Lubis, *Hukum Perjanjian Dalam Islam*. Jakarta: Sinar Grafika, 2003.
- Rara, Radhita. "Lagi Viral, Begini Fenomena Username Twitter Hingga Terjual 8 Juta!" *Journal Sociolla*. 2021.
- Rudyanto, Arief. "Keamanan User Database," *Data Manajemen Dan Teknologi Informasi* 12, no. 1. 2011
- Soekanto, Soerjono and Sri Mamudji. *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada. 2006.
- Susanti, Ita. "Tinjauan Yuridis Terhadap Perlindungan Konsumen Belanja Online Berdasarkan UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen Juncto UU No. 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Sigma-Mu* 9. 2017
- Yasardin. *Asas Kebebasan Berkontrak Syariah*. Jakarta: Prenandamedia Group. 2018
- Zein, Yahya Ahmad. *Kontrak Elektronik & Penyelesaian Sengketa E-Commerce Dalam Transaksi Nasional & Internasional*. Jakarta: Mandar Maju. 2009

¹⁶ Ibnu Hazm al-Zahiri, al-Mahalli, *Tahqiqi: Ahmad Muhammad Shakir*, (Cairo: Maktabah Dar al-Turats, Jilid 8), 389.