

## **Guarantee of Legal Protection of Influencers and Entrepreneurs in Endorsement Agreements**



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**ABSTRACT:** Guaranteed protection of the legal relationship between influencers and entrepreneurs can be through endorsement agreements. Endorsement agreements are standard agreements where there is a legal relationship between influencers and entrepreneurs. So in its implementation, if there is a default by one of the parties or both, legal protection efforts can be made. The purpose of this study is to understand and analyze what kinds of legal protections can protect employers from acts of default that cause losses. This research uses a normative juridical approach through the study of literature from various sources of legal materials. For the sake of realized achievements, a good faith role is needed in the context of implementing the agreement.

**KEYWORDS:** Endorsements; Endorsement Agreement; Defaults ; Good Faith Principles

### **I. INTRODUCTION**

The development of increasingly sophisticated technology, it is undeniable that technology has become a part of everyday life which is very difficult to let go. Technology has a very large influence, one of which is in the economic field. This technology makes it easier to develop an online-based business. This online business is growing rapidly because it is getting easier in terms of distance and transactions. The easier it is to run a business, the more new companies are established. This is where business competition comes from to attract consumer attention and maintain market share. One strategy that can be used is to do good advertising through social media. In business competition, many marketing strategies are used by entrepreneurs to introduce their products to consumers. One way is through the use of advertising or promotional strategies. The promotion strategy that is currently in great demand is to use the services of influencers.

Influencer is someone with a large number of followers or followers in their social media accounts, such as Instagram, YouTube, Twitter and other media platforms that have a big influence on the audience. Influencers are one of the choices in marketing strategies to attract the attention of consumers or their audience. The influencer's job is to influence, review a product according to the agreement between the entrepreneur and the influencer. In their work, influencers usually get promotions with endorsements. Endorsements or endorsements are advertisements or promotions carried out by public figures or influencers who have many followers or followers on their social media accounts. The way this endorsement works is where the entrepreneur provides a product to be reviewed on social media according to the notes the entrepreneur wants and the entrepreneur pays a sum of money to the influencer according to the agreement of both parties. The benefit of doing promotions using influencer services is that they can increase brand awareness and sales according to the targets desired by employers because these influencers have considerable influence on social media. However, in practice entrepreneurs cannot be arbitrary in the act of choosing influencers to participate in promoting their products. Every entrepreneur must be smart in reading and have certain criteria for influencers. For example, there are influencers who are smart in promoting cosmetics or using make-up. Therefore, producers are willing to pay high prices for artist/celebrity influencers, because artists/celebrities have a high selling value and are known by many people. (Merdekawati & Kuswati, 2013).

In endorsement practices there are deficiencies in its implementation, namely sometimes the endorser only conveys praise for an item without a detailed explanation of the endorsed item. Especially in cosmetic products that require clarification about the goods. Both in terms of the ingredients used and side effects if the product is not suitable for consumer use (Pandjaitan, 2017). In connection with the recommended information about products and consumer interest in shopping, good communication is needed so that information about the products offered can increase consumer interest in shopping. The form of marketing or promotional messages must stimulate consumers so that they influence consumer interest in shopping. However, providing information about confirmed goods must be done in good faith. The information must be correct. Not only aims to increase consumer interest in shopping.

There are several influencers or celebrities in Indonesia who open endorsement services on Instagram social media accounts and do not carry out the proper agreements with entrepreneurs or oshop account owners. One of them who is quite famous is Rachel Venny, a young influencer who has many followers and has several businesses in the fashion and culinary fields. This problem

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began when BT Batik Trusmi was disappointed with Rachel Venny's attitude for not fulfilling her achievement, namely posting BT Batik Trusmi's batik products on the agreed day, namely on batik day. Then there is the influencer Awkarin who is considered to have defaulted on Kejar Kopi and beauty brands, and so on.

Behind the convenience and advantages provided in e-commerce transactions promoted by influencers, there are several problems, namely late stipulation of standard terms/standard clauses by the influencer to entrepreneurs, so entrepreneurs must follow the schedule and fees agreed upon by both parties.(Abib, Doddy Kridasaksana, & A. Heru Nuswanto, 2015).The usual form of endorsement agreement is an agreement via chat where there is an agreement between the two parties. This can still be said to be a valid agreement, and the relationship between the two is binding. As stated in Article 5 of the ITE Law, namely "Electronic information and/or its printed output is a legal tool".(Wulandari, 2019)

In carrying out the obligations as an endorser, there is a problem with reviewing goods that must be in accordance with what is requested by the owner of the goods, which prioritizes the positive points of the item and overrides the negative things. In fact, sometimes there are endorsed goods that are not good according to the influencer, but because there has been an agreement regarding the review of the endorsed goods, the influencer still has to carry out his obligations as an endorser. Where from these reviews the endorser does not think about the consequences, and can have an impact on consumer confidence in endorsed goods.

Previous research has been carried out by a number of other researchers with various states of the art within the scope of the endorsement agreement between the endorsement service provider and the entrepreneur who uses the service. The first is research entitled "Celebrity Responsibilities to Consumers Promoting Goods and Services on Social Media."(Suryandini & Suatra Putrawan., 2020). This writing discusses the perspective of celebrity responsibility to consumers while this paper discusses how the form of legal protection for entrepreneurs who feel aggrieved by influencers for endorsed products is not in accordance with the initial agreement. Furthermore, there is research entitled "Legal Protection of Consumers in E-Commerce Transactions in the Event of a Loss".(Astuti & AA Ngurah Wirasila., 2013).This writing examines more in terms of electronic transactions where there are losses that befall consumers. Previous writings have different goals and results. This research is important to examine because there are regulations that are less comprehensive regarding endorsement agreements in providing legal protection guarantees for endorsement service providers and employers contained in an agreement.

The research conducted and described by the author through the article contains novelty compared to several previous studies which is also a state of the art research. This research can open views and increase public understanding, especially business owners in a more comprehensive manner and have the precautionary principle in the digitalization era. Therefore, the authors are interested in discussing a problem in this study, namely what is the legal relationship between the influencer and the entrepreneur in the endorsement agreement, and whether legal protection guarantees can protect entrepreneurs from defaults committed by endorsement service providers. The purpose of this study is to understand and analyze what kind of legal protections can protect entrepreneurs from acts of default that cause losses.

## **II. RESOURCE METHODS**

This legal research uses an approach with a normative juridical method, in which the implementation of normative juridical research is to examine various library materials which are secondary data and literary law.(Sumitro, 1990).The basic data obtained in normative legal research is library material, which is categorized as secondary data. The scope of the secondary data is very broad, covering various personal letters, various books, to a number of official documents(Soekanto & Mamudji, 2004). The specifications in this study are analytical descriptive in nature, namely a way of researchers when examining problems that are done through concrete depictions and linked to binding legal norms.(Priyono, 2018). In research, the data used is secondary data, namely data that is used and obtained not directly but through data that is already available. In this study secondary data consisted of: primary legal materials (laws and regulations), secondary legal materials (books and literature, journals, legal opinions, doctrines, a number of theories from legal literature and research results), and tertiary legal materials (big dictionary Indonesian and the internet).

## **III. RESULTS AND DISCUSSION**

### **A. Legal Relations Between Influencers And Entrepreneurs In Endorsement Agreements**

In interacting humans always need other humans to meet their needs. This relationship with other people arises because of an agreement between two or more parties who have a desire or a high level of dependence. This relationship clearly binds the parties in an agreement. This agreement is referred to as an agreement as a form of bond between the parties to avoid disputes. The agreement certainly contains rights and obligations for both parties where each has achievements that must be fulfilled. As with business competition in the world of e-commerce, One of the efforts that can be made by entrepreneurs, especially online shop entrepreneurs, is to work with influencers/celebrities who have many followers/followers to market their businesses by entering into endorsement agreements. The endorsement agreement is not specifically regulated in the law. This agreement is a development that occurs in society.

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Based on Article 1338 paragraph (1) of the Civil Code, it states that: "The parties to an agreement in an agreement must keep their promises in fulfilling the achievements stated in the agreement".

According to the provisions stipulated in the Civil Code, it can be said that basically an agreement is deemed to have occurred when the agreement was made by the parties, unless it can be proven that the agreement occurred due to an oversight, coercion or fraud. As specified in Article 1321 of the Civil Code, which reads: "There is no valid agreement if the agreement was given due to negligence, or obtained by coercion or fraud". Even though it is said that there is no valid agreement, this does not mean that the agreement is canceled because in fact there has been an agreement between the parties, it's just that the agreement can experience defects if there is an oversight, coercion or even fraud. (Miru & Pati, 2008). Article 1320 of the Civil Code regulates the conditions for the validity of an agreement. For the validity of an agreement, four conditions are needed as follows: a. Agree those who bind themselves; b. The ability to make an engagement; c. A certain thing; d. A lawful reason.

Referring to Article 1320 of the Civil Code regarding the legal terms of an agreement, the first condition can be interpreted that the parties involved in the agreement must agree or agree on the main points of the agreement (Simanjuntak, 2009). Article 1321 of the Civil Code stipulates that an agreement is invalid if it is given due to an oversight or obtained by force and fraud. The second condition for the validity of the agreement is the ability to make something. Article 1330 of the Civil Code stipulates that every person is capable of entering into an agreement, unless the law determines that he or she is incapable.

In the endorsement agreement between influencers and entrepreneurs, certain services are included in the agreement. Certain service agreements are one type of agreement to do work contained in the Civil Code (KUHPerdata) in Chapter VII from articles 1601 to 1617. The law divides agreements to carry out agreements into three types, namely (Subekti, 2014): a. agreement to perform certain services; b. work or labor agreements; c. work charter agreement.

There are 4 types of endorsement agreements, which include: 1). Organization Endorsement: This type of endorsement is independent and organized according to organizational standards; 2). Expert Endorsement: This type emphasizes the form of endorsement in accordance with competent experts in their field. By providing concrete evidence as a support in the form of an evaluation of the product. 3). Consumer Endorsement: This type shows how the actual use of the product to be offered or sold contains testimonials from consumers and must describe the experience of the consumer for the product offered. 4.) Celebrity Endorsement: This type shows someone who already has a high level of popularity that is already known by the community as a whole.

The endorsement agreement, even though it has been agreed through online media, should still refer to the conditions according to the Civil Code and there is an agreement between the parties (Yudityastri & Suraji, 2020). According to the Civil Code, the endorsement agreement fulfills the legal requirements of an agreement where there are parties involved in its implementation. Even though there are endorsers that we often know as influencers, they use third parties such as management or managers for children who are not old enough regarding skills that meet the requirements in the agreement. The agreement contains conditions for things that are lawful, meaning that goods cannot be traded that are not in accordance with legal provisions, such as counterfeit goods, illegal drugs and other things that are not justified by law.

The relationship of the parties in this endorser agreement includes the endorser as the party whose services are used to market a product such as influencers and the endorsee as an entrepreneur/online shop. This endorsement agreement requires a person to pay or deliver a product to the endorser or influencer, which is the right of the entrepreneur/endorsement, which applies otherwise where the reciprocal agreement. The rights and obligations of the parties are something that is of course mutually beneficial and each party certainly has different rights and obligations depending on the results of the agreement between the two parties between the influencer and the entrepreneur.

In its implementation, there are achievements, namely doing something by promoting goods/products in the form of reviews or testimonials from influencers, this is of course in accordance with article 1234 of the Civil Code. The object in this endorsement agreement is the service expertise possessed by an influencer so that it can attract a lot of people's attention to buy the product. This is shown in the activities carried out by the program, namely promoting business products from online shops through the influencer's Instagram social media, which can be in the form of photo posts, video posts, and story posts. Entrepreneurs or parties who wish to carry out an achievement are usually willing to pay a temporary fee for those who carry out achievements, namely influencers who have this ability or have an impact on their followers on social media, usually have already determined the rates for these services. This shows that there is an essential element, namely in the agreement to perform certain services and wages/fees, then the essential elements that must be in the endorsement agreement are promotional services provided in the form of testimonials or product reviews on social media and wages/fees are the price to be paid by employers to influencers because of the services they have provided. This achievement not only generates benefits for influencers, but entrepreneurs will certainly benefit if they choose the right influencer in marketing their products, many products will be sold because of the review of an influencer who has been trusted by his followers when reviewing a product. This endorsement agreement is not an easy journey, of course there will be problems in its implementation. Problems that arise such as the occurrence of defaults committed by influencers or even not reviewing according to the brief requested by the entrepreneur in accordance with the initial agreement. Therefore, it is necessary that the role of good faith in the framework of implementing the agreement has a very important role. In accordance with the provisions of Article 1338

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Paragraph (3) of the Civil Code, this becomes a very rational reason whether this endorsement agreement is implemented properly or not. Thus this agreement can give rise to rights and obligations for the parties who make the agreement, therefore the agreement made for the parties is a source of formal law, as long as the agreement is a valid agreement.

### **B. Legal Protection for Influencers and Entrepreneurs in Endorsement Agreements**

The service agreement between the entrepreneur and the influencer creates an engagement between the parties in the endorsement cooperation agreement. In an engagement relationship, problems often occur related to the implementation of the agreement, namely the non-fulfillment of obligations, differences in thoughts and intentions, coercive conditions experienced by the parties, as well as the parties carrying out the agreement in bad faith can cause problems in the implementation of the agreement. The principle of good faith in an agreement is regulated in Article 1338 paragraph (3) of the Civil Code, in this paragraph it is stated that agreements must be carried out in good faith. However, it often happens that entrepreneurs feel disadvantaged because achievements are not fulfilled perfectly and even default. The party who defaults must be responsible and carry out sanctions in accordance with the provisions contained in the applicable laws and regulations. Based on Article 1267 of the Civil Code, several things that can be demanded from parties who commit defaults, namely: The party against whom the agreement is not fulfilled, can choose whether he, if this can still be done, will force the other party to fulfill the agreement, or he will demand cancellation of the agreement, accompanied by compensation for losses and interest. Parties who do not receive achievements from other parties are given a choice of five possibilities so as not to be disadvantaged, namely: a. request fulfillment of achievements; b. demand performance accompanied by compensation; c. sue and ask for compensation; d. demand cancellation of the agreement; e. demand cancellation of the agreement accompanied by compensation.

Legal efforts to resolve disputes in this endorsement agreement cannot be separated from the existence of electronic transactions based on the agreement of both parties to fulfill achievements. Seeing the disputes that occur due to non-fulfillment of achievements, losses will arise suffered by one of the parties because the default violates the agreement. In Indonesia, it is known that there are two methods of settlement of default disputes, namely through litigation and non-litigation. Settlement of disputes through the litigation route, namely the settlement between the two parties in court, while the non-litigation path is a settlement carried out by means of consultation, negotiation, mediation or conciliation (Salami & Bintoro, 2013).

Settlement of defaults between influencers and entrepreneurs often takes the non-litigation route because it does not take time, costs and effort when compared to litigation. There are several alternatives that can be used by both parties to the dispute, namely: 1. Negotiation Stage: This stage is the initial stage in the event of a default by one of the injured parties, the settlement of the parties can be either directly or by representatives of each of the parties; 2. Mediation Stage: This stage is carried out if the two parties have not found a common ground for peace, a third party intermediary/mediator is needed who functions as a facilitator without prioritizing one party in making decisions. This decision must be neutral; 3. Conciliation Stage: This stage is almost like a trial, where there are parties who are considered quasi-judges; 4. Arbitration Stage: This stage requires the assistance of an arbitrator appointed by the parties, namely the Indonesian National Arbitration Board (BANI) where the decision has the same legal force as the judge's decision in court and cannot be appealed or cassated. Based on the results of observations of cases that occurred in Indonesia, settlement of default cases between influencers and entrepreneurs took the non-litigation route. This stage requires the assistance of an arbitrator appointed by the parties, namely the Indonesian National Arbitration Board (BANI) where the decision has the same legal force as the judge's decision in court and cannot be appealed or cassated. Based on the results of observations of cases that occurred in Indonesia, settlement of default cases between influencers and entrepreneurs took the non-litigation route. This stage requires the assistance of an arbitrator appointed by the parties, namely the Indonesian National Arbitration Board (BANI) where the decision has the same legal force as the judge's decision in court and cannot be appealed or cassated. Based on the results of observations of cases that occurred in Indonesia, settlement of default cases between influencers and entrepreneurs took the non-litigation route.

One example is the BT case, Batik Trusmi felt aggrieved and disappointed by Rachel Venny's actions. According to Rachel Venny's clarification, she had posted the batik product and was willing to return the endorsement money to BT Batik Trusmi. From this problem it can be seen that there was an act of default even though accountability had been carried out in good faith. For BT Batik Trusmi, they feel disappointed with this attitude which seems to make it easy just by refunding money, what they are looking for is not just product sales but how to introduce and spread the culture of wearing batik through collaboration with influencers at the right moment on National Batik Day. The settlement finally ended in the negotiation stage by seeking a win-win solution through a refund made by Rachel Venny.

This Endorsement Agreement often arises problems due to instantaneous technological developments so that in reaching an agreement only capitalize on the principle of trust, so that appropriate legal arrangements are needed so that there is legal protection for the parties. Legal protection is an effort to protect the parties and harmonize the relationship of values or rules in attitudes and actions that will create order and association among human beings. This was also expressed by Satjipto Taharjo that legal protection is an effort to protect one's interests by allocating a human right to act within the framework of that interest (Satjipto, 2013).



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The form of legal protection provided can be divided into 2 (two), namely preventive legal protection and repressive legal protection:

### 1) Preventive Legal Protection

In the laws and regulations, it has been stated regarding preventive protection for entrepreneurs who use endorse influencer services. This is stated in Article 40 paragraph (2) of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) that "The government protects the public interest from all kinds of disturbances as a result of misuse of information Electronics and Electronic Transactions that disturb public order, in accordance with Legislation." Article 17 paragraph (2) of the ITE Law also states that "Parties conducting electronic transactions as referred to in paragraph (1) must have good faith in interacting and/or exchanging electronic information and/or electronic documents during the transaction." Furthermore, Article 21 of this Law states that the parties responsible for all legal consequences in the implementation of Electronic Transactions are as follows: a. If done alone, all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the transacting parties; b. If it is done through the granting of a power of attorney, all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the authorizer; or; c. If it is carried out through an electronic agent, all legal consequences in the implementation of Electronic Transactions are the responsibility of the electronic agent operator. all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the transacting parties; b. If it is done through the granting of a power of attorney, all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the authorizer; or; c. If it is carried out through an electronic agent, all legal consequences in the implementation of Electronic Transactions are the responsibility of the electronic agent operator. all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the transacting parties; b. If it is done through the granting of a power of attorney, all legal consequences in the implementation of Electronic Transactions shall be the responsibility of the authorizer; or; c. If it is carried out through an electronic agent, all legal consequences in the implementation of Electronic Transactions are the responsibility of the electronic agent operator.

Defaults in the endorsement agreement also refer to article 16 of Law Number 8 of 1999 concerning Consumer Protection that a party that does not fulfill its achievements, that party must be responsible for all legal consequences arising in the implementation of defaults on the endorsement agreement. Business actors in offering goods and/or services through orders are prohibited from: a). Failure to fulfill orders and/or agreement on completion time as promised; b). Failure to fulfill a promise for a service and/or achievement.

### 2. Repressive Legal Protection

This protection is the final protection in the form of sanctions such as fines, compensation, imprisonment, or additional punishment given if a dispute has occurred or a violation has been committed. The resolution of this dispute refers to articles 38 and 39 of the ITE Law that settlement can be carried out through civil lawsuits, besides that alternative dispute resolution or arbitration can also be carried out for the parties. One example of a case that befell Awkarin's influencer was subpoenaed by the party PT. Glagidsys Medika where the contract agreement is Awkarin is required to sell a total of 20,000 items throughout the contract for 14 months. However, after the contract has been running for 10 months, Awkarin has only sold 51 products. PT. Glagidsys Medika suffered losses reaching billions of rupiah. Seeing one of the cases above, the legal basis contained in Article 19 UUPK has stated the responsibilities that must be fulfilled by business actors in this case, namely endorse service providers, namely influencers that: "Business actors are responsible for providing compensation for damage, pollution, and/or or consumer losses as a result of consuming goods and/or services produced or traded". 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 equivalent value, or health care and/or compensation in accordance with the provisions of the applicable laws and regulations. Compensation can be made within 7 (seven) days after the transaction date. The awarding of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error. The provisions referred to in paragraph (1) and paragraph (2) do not apply if the perpetrator can prove that the mistake is the fault of the consumer.

Civilly, if the consumer feels harmed by the business actor, it can be done through a consumer lawsuit and the business actor must be held criminally responsible for the loss suffered. This is regulated in the Consumer Protection Act in articles 61, 62 and 63. There are 2 (two) levels of criminal sanctions known in the Consumer Protection Law, namely imprisonment for a maximum of 5 (five) years or a maximum fine of 2,000,000,000.00 (two billion rupiahs) and a witness with a maximum imprisonment of 2 (two) years or a maximum fine of 500,000,000.00 (five hundred million rupiah). In accordance with the provisions of Article 62 paragraph (2), the endorser, namely the influencer, may also be subject to a maximum imprisonment of 2 (two) years or a maximum fine of 500,000,000.00 (five hundred million rupiah) for violating the provisions of Article 16 of the Law Number 8 of 1999 Concerning Consumer Protection. Based on what has been explained above, if the business actor, in this case the endorser, namely the influencer, commits a default.

### IV. CONCLUSIONS

In business competition, many marketing strategies are used by entrepreneurs to introduce their products to consumers. One way is through the use of advertising or promotional strategies. The promotion strategy that is currently in great demand is to use the services of influencers. The relationship of the parties in this endorsement agreement includes the endorser as the party whose services are used to market a product such as influencers and the endorsee as an entrepreneur/online shop. This endorsement agreement requires a person to pay for or deliver a product to the endorser or influencer, which is the right of the entrepreneur/endorsement, which applies otherwise where the reciprocal agreement. In the implementation of the agreement, problems often arise, namely the existence of default parties. Seeing the disputes that occur due to non-fulfillment of achievements, losses will arise suffered by one of the parties because the default violates the agreement. There are two efforts to resolve default disputes, namely through litigation and non-litigation. Meanwhile, legal protection can be sought as preventive and repressive legal protection for settlement of cases. Looking at the existing cases, it can be concluded that the act of default in an online agreement in the form of an endorsement agreement has not gone well with the aim of utilizing information technology and electronic transactions which should provide more effective and efficient benefits. In order to avoid default, it is necessary to pay attention to the clauses agreed upon in the agreement and the need for good faith between the two parties. it can be concluded that the act of default in the online agreement in the form of an endorsement agreement has not gone well with the aim of utilizing information technology and electronic transactions which should provide more effective and efficient benefits. In order to avoid default, it is necessary to pay attention to the clauses agreed upon in the agreement and the need for good faith between the two parties. it can be concluded that the act of default in the online agreement in the form of an endorsement agreement has not gone well with the aim of utilizing information technology and electronic transactions which should provide more effective and efficient benefits. In order to avoid default, it is necessary to pay attention to the clauses agreed upon in the agreement and the need for good faith between the two parties.

### REFERENCES

- 1) Abib, A. S., Doddy Kridasaksana, & A. Heru Nuswanto. (2015). Penerapan Klausula Baku Dalam Melindungi Konsumen Pada Perjanjian Jual Beli Melalui E-Commerce. *Jurnal Dinamika Sosbud*, 17(2).
- 2) Astuti, D. A. L., & A.A Ngurah Wirasila. (2013). Perlindungan Hukum Terhadap Konsumen dalam Transaksi E-commerce dalam Hal Terjadi Kerugian. *Kertha Semaya : Journal Ilmu Hukum* 1, 10.
- 3) Merdekawati, A. D., & Kuswati, R. (2013). Pengaruh Penggunaan Selebriti Endorser Terhadap Citra Merek Sabun Lux (Studi Pada Iklan Televisi Sabun Lux). Universitas Muhammadiyah Surakarta, Surakarta.
- 4) Miru, A., & Pati, S. (2008). Hukum Perikatan Penjelasan Makna Pasal 1233 sampai 1456 BW. Jakarta: PT Raja Grafindo Persada.
- 5) Pandjaitan, D. R. H. (2017). Pengaruh Celebrity Endorsement Terhadap Brand Image Pada Konsumen Remaja Di Bandar Lampung dan Implikasinya Terhadap Harga. *Prosiding: Membangun Etika Sosial Politik Menuju Masyarakat Yang Berkeadilan*, 2(3), 23–32.
- 6) Priyono, E. A. (2018). Aspek Keadilan dalam Kontrak Bisnis di Indonesia (Kajian pada Perjanjian Waralaba ). *LAW REFORM*, 14(1), 15–28. <https://doi.org/10.14710/lr.v14i1.20233>
- 7) Salami, R. U., & Bintoro, R. W. (2013). Alternatif Penyelesaian Sengketa Dalam Sengketa Transaksi Elektronik. *Jurnal Dinamika Hukum*.
- 8) Simanjuntak, P. N. H. (2009). *Pokok-pokok Hukum Perdata Indonesia*. Jakarta: Djambatan.
- 9) Soekanto, S., & Mamudji, S. (2004). *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: PT. Raja Grafindo Persada.
- 10) Subekti. (2014). *Aneka Pejanjian*. Bandung: PT. Citra Aditya.
- 11) Sumitro, R. H. (1990). *Metodologi Penelitian Hukum dan Jurimetri*. Jakarta: Ghalia Indonesia.
- 12) Suryandini, D. A. K. W., & Suatra Putrawan. (2020). Pertanggungjawaban Selebgram Terhadap Konsumen yang Mempromosikan Barang dan Jasa di Media Sosial. *Kertha Semaya: Journal IlmuHukum*, 8(6).
- 13) Wulandari, P. H. A. (2019). Perjanjian Tidak Tertulis dalam Endorsement Antara Online Shop Alstuff Malang Dengan Selebgram Prespektif Hukum Islam. UIN Maulana Malik Ibrahim Malang.
- 14) Yudityastri, A., & Suraji. (2020). Klausula Baku Dalam Perjanjian Endorsement Dikaitkan dengan Asas Kebebasan Berkontrak. *Jurnal Privat Law*, 8(2). <https://doi.org/10.20961/privat.v8i2.48402>

### LEGISLATION

- 1) Civil Law Act (Burgerlijk Wetboek)
- 2) Law Number 8 Year 1999 Concerning Consumer Protection
- 3) Law Number 19 Year 2016 concerning Amendments to Law Number 11 Year 2008 concerning Information and Electronic Transactions



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