

## ABSTRAK

Transportasi jasa online yang ramai digunakan oleh sebagian mahasiswa di kota Semarang dikenal dengan istilah antar jemput khususnya melalui media sosial, termasuk dalam transaksi elektronik yang memerlukan perlindungan hukum sebagaimana diatur dalam UUPK.

Terdapat dua pokok masalah, yaitu bagaimana keabsahan perjanjian jasa antar jemput dan bagaimana perlindungan hukum pengguna jasa antar jemput melalui media sosial bagi mahasiswa di kota Semarang. Metode penelitian yang digunakan adalah yuridis empiris yang kemudian hasil penelitian di lapangan diolah dengan deskriptif-analitis. Penelitian ini dilakukan di kota Semarang dengan menetapkan responden yang akan diberikan kuesioner dan menyebarkan di sosial media seperti Whatsapp, Twitter, Instagram, dan Telegram, kemudian memilih responden yang pernah melakukan transaksi jasa antar jemput.

Hasil penelitian menunjukkan pengaturan mengenai keabsahan perjanjian diatur dalam Pasal 1320 KUHPerduta dengan empat syarat sah perjanjian yaitu: kesepakatan para pihak, kecakapan untuk membuat suatu perikatan, suatu hal tertentu, suatu sebab yang halal, perjanjian transaksi jasa antar jemput ini juga memiliki kekuatan hukum tetap sesuai dalam asas kebebasan berkontrak 1338 KUHPerduta dan asas itikad baik saat pra perjanjian sedangkan perlindungan hukum dapat dilakukan secara preventif dan represif berupa upaya hukum secara litigasi yaitu jalur pengadilan dan non litigasi secara damai seperti: negosiasi, mediasi, konsiliasi atau tuntutan ganti rugi melalui BPSK. Perjanjian transaksi jasa antar jemput sah secara hukum dan UUPK memberikan perlindungan terhadap pengguna jasa.

**Kata Kunci:** Perlindungan Pengguna jasa, Keabsahan Perjanjian, Jasa Antar Jemput.

## **ABSTRACT**

*The online transportation services widely used by many students in Semarang are known as ride-hailing services, particularly facilitated through social media, and involve electronic transactions that require legal protection as regulated by the Consumer Protection Law (UUPK).*

*There are two main issues: the validity of ride-hailing service agreements and the legal protection of ride-hailing service users via social media for students in Semarang. The research method used is empirical juridical, with field research results processed using descriptive-analytical methods. This study was conducted in Semarang by selecting respondents who were given questionnaires and disseminating them on social media platforms such as WhatsApp, Twitter, Instagram, and Telegram, then selecting respondents who had previously engaged in ride-hailing service transactions.*

*The research findings indicate that the regulations regarding the validity of agreements are stipulated in Article 1320 of the Civil Code, which outlines four requirements for a valid agreement: the agreement of the parties, the competence to make an engagement, a specific matter, and a lawful cause. This shuttle service transaction agreement also holds legal force in accordance with the principle of freedom of contract as stated in Article 1338 of the Civil Code. Legal protection can be carried out preventively and repressively through legal efforts both in litigation, which involves court proceedings, and non-litigation methods such as negotiation, mediation, conciliation, or claims for compensation through the Consumer Dispute Settlement Agency (BPSK). The shuttle service transaction agreement is legally valid, and the Consumer Protection Law provides protection for the service users.*

**Keywords:** *Customer Protection, Agreement Validity, Shuttle Service.*