

ABSTRAK

Syarat dan ketentuan Netflix mengatur larangan untuk tidak menggunakan layanan Netflix untuk tujuan komersil. Namun, masih ditemui penjualan akun langganan aplikasi film Netflix di *marketplace*. Oleh karena itu perlu dikaji mengenai keabsahan akad jual beli akun langganan aplikasi film Netflix di *marketplace* dan unsur larangan yang terkandung dalam akad jual beli tersebut.

Metode penelitian yang digunakan adalah penelitian normatif. Adapun pendekatan yang dilakukan adalah pendekatan perundang-undangan, menggunakan sumber bahan hukum primer dan bahan hukum sekunder, menggunakan teknik pengumpulan pustaka dan dokumen. Metode analisis yang digunakan yaitu secara preskriptif dengan metode berpikir deduktif.

Hasil penelitian ini menunjukkan bahwa praktik jual beli akun langganan aplikasi film Netflix tidak memenuhi rukun dan syarat akad jual beli yaitu terkait objek jual beli. Objek jual beli dalam akad tersebut merupakan hak akses (manfaat) yang pada dasarnya hal tersebut merupakan *ijarah* (sewa menyewa). Dalam akad *ijarah* tidak ada perpindahan kepemilikan sedangkan dalam akad jual beli, barang yang diperjualbelikan wajib berstatus hak milik. Objek jual beli dalam akad tersebut bukan hak milik penjual melainkan hak milik Netflix. Objek jual beli menjadi *haram li-ghairihi* (haram karena cara memperolehnya) dan akad menjadi *bathil* karena tidak terpenuhinya rukun dan syarat objek. Akad jual beli akun langganan aplikasi film netflix di *marketplace*, mengandung unsur larangan yaitu *gharar*, *tadlis*, dan *zalim* sehingga menyebabkan akad menjadi *bathil*.

Kata kunci : akad jual beli, unsur larangan, Netflix

ABSTRACT

Netflix's terms and conditions govern the prohibition against using the Netflix service for commercial purposes. However, there are still sales of Netflix movie application subscription accounts in the marketplace. Therefore, it is necessary to study the validity of the purchase and sale agreement for the Netflix movie application subscription account in the marketplace and the prohibition elements contained in the purchase and sale agreement.

The research method used is normative research. The approach taken is a legislative approach, using primary and secondary legal sources, using library and document collection techniques. The analysis method used is prescriptive with a deductive thinking method.

The results of this study show that the practice of buying and selling subscription accounts for Netflix movie applications does not meet the principles and conditions of the sale and purchase contract, which is related to the object of buying and selling. The object of buying and selling in the contract is an access right (benefit) which is basically ijarah (rent). In the ijarah contract there is no transfer of ownership while in the sale and purchase contract, the goods that are sold must have the status of ownership. The object of buying and selling in the contract is not the property of the seller but the property of Netflix. The object of buying and selling becomes haram li-ghairihi (haram because of the way it is obtained) and the contract becomes bathil because of the non-fulfillment of the harmony and conditions of the object. The contract to buy and sell a subscription account for the netflix movie application in the marketplace, contains prohibited elements, namely gharar, tadlis, and tyranny, so that it causes the contract to become a bahl.

Keywords: sale and purchase contract, prohibited elements, Netflix