



Legal Responsibility of Mobile Telecommunication Service Providers in Protecting Personal Data of Service Users in Regarding Customer Card Registration Events

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Abstract

Legal regulations on personal data in Indonesia have not been able to provide protection for personal data, because there is no law that specifically regulates the protection of personal data. Although several other laws and regulations mention the protection of personal data, this is still not in accordance with the principles of personal data protection that apply internationally. The formulation of the problem in this study is how Personal Data Protection as Fulfillment of the Right to Privacy, how Legal Relationship of Mobile Telecommunication Service Users with Providers, What is the Provider's Responsibility for the Personal Data of Service Users Regarding the Event of Mobile Telecommunication Service Customer Card Registration. The method used is descriptive qualitative, with data sources obtained from related laws, books, journals. The results of this study are (1) The Government based on the PERMENKOMINFO Regarding SIM Card Registration, the Indonesian Government issued a policy regarding the obligation of SIM Card owners to be registered with operators to submit NIK and KK Numbers, which according to the Population Administration Law are both personal data of residents that must be protected by the Government. (2) legal relationship between providers and service users. In the event of mobile telecommunication service customer card registration, there is an agreement that is born from the agreement of the parties, in this case the provider and service user. The provider as the organizer of telecommunication services in this case is the party that makes it, while consumers only agree and follow the provisions that have been agreed upon. (3) Personal data protection is a fundamental right for every citizen that should be guaranteed by the state because basically protection of personal data is the fulfillment of the right to privacy of every citizen. Regarding the implementation of telecommunications by the state involving service providers or in this case providers as business actors who provide their services in the form of cellular telecommunications networks that also have the authority to collect personal data of service users, of course, have a very important role in protecting personal data of service users.

Keywords: *Personal Data; Legal Protection; Card Registration*

Introduction

Data Privacy or Personal data is data in the form of documents or attached to the person that is owned and protected by each individual, which cannot be known to the public without consent, related to

the right to privacy. According to the Draft Law on Personal Data Protection (RUU PDP), personal data is "any data about a person's life that is identified and/or can be identified separately or combined with other information either directly or indirectly through electronic and/or non-electronic systems"

Personal data guaranteed by Law Number 23 of 2006 concerning Population Administration (Old Population Administration Law). As stated in article 84. Old Population Administration Law, personal data of residents that must be protected: Family Card Number (KK); NIK (Population Identification Number); Date/month/year of birth; Information about physical and/or mental disabilities; NIK of biological mother; NIK of father; and Several contents of Important Event records. The change in article 84 is known that NIK and KK are no longer protected as personal data. The urgency of personal data protection is increasing because personal data can be misused and injure the rights of the owner of the personal data. Viewed from the perspective of the concept of human rights are rights that humans have solely because they are human based on their dignity as human beings (Riyadi, 2008). Therefore, in relation to this, every person has the right not to be subjected to arbitrary action or unlawful attacks on his/her personal life or personal property, including his/her communication relations by state officials who are conducting an investigation and/or inquiry into a criminal act, is one of the fundamental human rights (UDHR 1948).

Since the mandatory SIM card registration for new and old customers using telecommunication services was implemented on October 31, 2017, all people simultaneously submitted their NIK and KK. Customers using old telecommunication services who already had SIM cards before October 31, 2017 are required to re-register. This registration is given a deadline until February 28, 2018, the sanction given to new users is that their telephone numbers cannot be activated, while for old telecommunication service users who do not register by the deadline, the services used will be blocked gradually. The government requires users of telecommunication services to register on the grounds of providing protection to the public from the threat of criminal acts through telecommunication services by misusing mobile phone numbers.

The increase in the use of cellular telecommunications services has an impact on the increasing number of cases related to the leakage of someone's personal data which leads to criminal acts. In general, there are two categories of personal data-based crime motives, the first is the misuse of personal data for economic purposes such as fraud, extortion, distribution of sensitive content, defamation to the use of personal data to access online loans. The second is politically motivated, usually the victims are people who are against the authorities so that the victim's personal data is exposed and disseminated to the public and not a few receive terror from unknown numbers or are referred to as doxing. In general, doxing or short for dropping documents is attached to the act of spreading personal data in the form of photos, home addresses, or cell phone numbers.¹

The government through the Ministry of Communication and Information (KOMINFO) has amended and ratified the Regulation of the Minister of Communication and Information (Permenkominfo) Number 14 of 2017 concerning Amendments to Permenkominfo No. 12 of 2016 concerning Registration of Telecommunication Service Customers. Through this regulation, telecommunication service customers are required to register or register their numbers by filling out a form via SMS (Short Message Service) or short message. The form is filled with personal data of prospective users in the form of name, KTP number and Family Card number which are then sent to the Provider to be validated and verified with population data in the database of the Directorate General of Population of the Ministry of Home Affairs. The ratification of this regulation is so that people do not carelessly use starter cards, so they must register their starter card numbers using their original identity and if people do not register, they cannot use services through starter cards provided by telecommunications service providers.

¹ <https://id.safenet.or.id/wp-content/uploads/2020/12/Peningkatan-Serangan-Doxing-SAFEnet.pdf>, accessed December 12, 2021.

However, the policy needs to be evaluated and strengthened, considering that special regulations regarding personal data protection in Indonesia have not been regulated firmly and comprehensively in one law. The policy of registering customer service cards or called SIM cards (Subscriber Identity Module) using user personal data that has been in effect since 2017 has not been effective in anticipating misuse of personal data against SIM card users. SIM card registration using personal data is actually feared to make people's personal data more vulnerable to misuse of personal data. Therefore, the service provider, namely the Provider as the party given the authority to collect personal data from the public through the telecommunications customer card registration mechanism, has a very important role to participate in maintaining the security and comfort of service users who are consumers of the cellular communication service products they provide.

Based on this, by using a normative and conceptual approach and data sources derived from literature studies as references, the author is interested in discussing how the legal responsibility of cellular telecommunications service providers, in this case providers, is to protect the personal data of service users against customer card registration events as service users are consumers whose rights must be protected to be able to enjoy telecommunications services safely and comfortably.

The government does have the authority and legal basis to make the public comply with the policies imposed by the government. However, considering that the personal data that is required to be submitted includes rights guaranteed by the state, even in the Universal Declaration of Human Rights, the subsequent data protection and regulation arrangements are still unclear. It is feared that government policies without a strong and comprehensive basis can harm the human rights of the public because of the power used by the government to require the public to submit their personal data. So from the explanation above, it can be seen that there is a legal problem that occurs, namely whether the regulation regarding the protection of the public's personal data in its obligation to register a SIM card has provided appropriate protection. Based on the background that has been explained above, the problem in this paper is: How Personal Data Protection as Fulfillment of the Right to Privacy, how Legal Relationship between Mobile Telecommunication Service Users and Providers, What is the Provider's Responsibility for the Personal Data of Service Users Regarding Mobile Telecommunication Service Customer Card Registration Events?

Method

The type of research used in this thesis is a normative legal research type or library research.² Normative legal research is based on library material sources to discuss the problems that have been formulated. Research is conducted by examining secondary data, by conducting investigations into studies including descriptions of research subjects.

Discussion

1. Personal Data Protection as Fulfillment of the Right to Privacy

Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia states that everyone has the right to protection of themselves, their families, their honor, their dignity, and their property under their control, and has the right to a sense of security and protection from the threat of fear to do or not do something that is a human right. Regarding personal rights as human rights, Danrivanto Budhijanto stated that "Protection of personal rights or private rights will increase human values, improve relations between individuals and their communities, increase independence or autonomy to exercise control and obtain appropriateness, and increase tolerance and distance themselves from discriminatory

²Sutrisno, .Research Methods Research. (Faculty of Psychology Publishing Foundation UGM Yogyakarta 1997) : 4

treatment and limit government power.³ If we look at the description, then personal self-protection as stated in Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia above is closely related to the protection of personal rights or private rights. In the history of its development, privacy is a universal concept and is known in various countries, both written in the form of laws and unwritten in the form of moral rules. This right is related to human spiritual needs, namely the need to have feelings, thoughts and the right to enjoy life respected or called the right to be let alone.⁴

The concept of data protection is often treated as part of privacy protection. Data protection can basically relate specifically to privacy as stated by Allan Westin who first defined privacy as the right of individuals, groups or institutions to determine whether or not information about them will be communicated to other parties so that the definition put forward by Westin is called information privacy because it concerns personal information.⁵ The right to privacy is one of the rights inherent in every person. The right to privacy is the dignity of every person that must be protected. Personal data is data relating to a person's characteristics, name, age, gender, education, occupation, address, and position in the family. Personal data is something sensitive that every person has. Personal data is a person's privacy right that must be protected from various aspects of life.⁶

Regarding the right to privacy as a human right, Roscoe Pound explained in his theory that law is certain interests, which according to society must be protected by law. In relation to the function of law, law must protect public interests, social interests, and personal interests.⁷ That protection of personal rights or private rights will increase human values, improve relations between individuals and their communities, increase independence or autonomy to exercise control and obtain appropriateness, as well as increase tolerance and distance from discriminatory treatment and limit government power.⁸

In relation to the protection of personal data as the privacy right of every citizen, Based on Article 2 (a) of the Data Protection Directive personal data or "personal data" is: "any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity". Data is personal data if the data relates to a person, so that it can be used to identify the person, namely the owner of the data. Any information about a person that can be identified directly or indirectly in particular by reference to an identification number or one of the specific factors of his physical, physiological, mental, economic, cultural or social identity.⁹

The entity protected in the personal data protection mechanism is a "natural person" not a "legal person". Currently, privacy is regulated in several international instruments, such as:

- a. Universal Declaration of Human Rights (1948);
- b. International Covenant on Civil and Political Rights (1966);
- c. European Convention for the Protection of Human Rights and Fundamental Freedoms (1950);

³Danrivanto Budhijanto, *Telecommunications, Broadcasting & Information Technology Law: Regulation & Convergence*, PT. Refika Aditama, Bandung, 2010, p. 4.

⁴Samuel Warren & Louis D. Brandeis, "The Right To Privacy", *Harvard Law Review*, Volume 4, 1890, p. 1.

⁵According to Alan Westin: Privacy is the claim of individuals, groups or institutions to determine for themselves when, how, and to what extent information about them is communicated to others in, Allan Westin, *Alan F. Westin, Privacy and Freedom*, London, 1967, p. 7.

⁶Sekaring Ayumeida Kusnadi, *Legal Protection of Personal Data as a Privacy Right*, *Journal of Legal Science*, Volume 2, No. 1, Year 2019, Surabaya: Faculty of Law, Wijaya Putra University, p. 4.

⁷Atip Latipulhayat, *Mainstreaming Public Services as Human Rights*, *Journal of Legal Studies*, Volume 1, No. 2, 2014, Bandung: Faculty of Law, Padjajaran University, p. 414.

⁸The Harmonization Team was formed based on the Decree of the Minister of Law and Human Rights Number PHN-07.HN.01.03 of 2016, *Academic Manuscript of the Draft Law on Personal Data Protection*, Jakarta: Ministry of Law and Human Rights, 2016, pp. 25-26.

⁹*Ibid*, p. 28.

- d. American Convention on Human Rights (1979);
- e. Cairo Declaration of Islamic Human Rights (1990).

Therefore, Indonesia as a country of law as a party trusted by its people to protect all the interests of its citizens, must accommodate the interests of its citizens through regulatory instruments contained in the constitution and laws and regulations. That personal data is part of the property rights of every individual who has value, then it can be attached to the rights of each owner. The state must play an active role in protecting the rights of every citizen by providing guarantees, certainty and security for the privacy rights of citizens.

The obligation of the public to submit personal data in order to register a SIM card to a telecommunications service provider is recognized by some people as something that does require protection because personal data can be misused and can cause great losses from various aspects. However, they still register because the public has no other choice if they do not want their SIM cards to be blocked. The existence of Article 26 of the ITE Law, Article 84 of the Population Administration Law, PP No. 82 of 2012, and the Minister of Communication and Information Regulation on SIM Card Registration seem inadequate. Until this policy was implemented, there were no comprehensive regulations related to the protection of personal data. The issue of personal data protection became a hot topic after the Ministry of Information and Communication required the registration of customer numbers that were validated by population registration numbers through the Minister of Communication and Information Regulation on SIM Card Registration.

2. Legal Relationship Between Mobile Telecommunication Service Users and Providers

Providers in the organization of telecommunications themselves, are positioned as service providers. Providers in this case can be in the form of individuals, cooperatives, regional-owned enterprises (BUMD), state-owned enterprises (BUMN), private enterprises, government agencies and state security agencies intended for that purpose.¹⁰ Thus, considering that the provider is a party that organizes telecommunication services with the form of a legal entity as referred to above, the provider is positioned as a business actor who is responsible for consumers who use its services. The relationship between business actors and consumers is basically an action to carry out economic or business transactions. Transactions can be in the form of purchasing goods, using services, financial transactions such as loans or credit. Then the transaction can be realized if there has been an agreement between the two parties which causes a legal relationship between the business actor and the consumer.¹¹

The legal relationship between business actors and consumers, in this case providers and consumers, can be categorized as an equal legal relationship because the positions of the parties are legally recognized as having equality or the same level of position. In an equal or equal relationship, each party has rights and obligations that arise reciprocally. Including the guarantee of consumer rights will be the responsibility of the provider as a business actor.¹²

In the event of customer card registration as regulated in Point (a) Article 6 of Regulation of the Minister of Communication and Information Technology Number 14 of 2017 concerning Amendments to Regulation of the Minister of Communication and Information Technology Number 12 of 2016 concerning Registration of Telecommunication Service Customers, providers are authorized to collect personal data of mobile telecommunication service users through the SIM card registration mechanism by sending a short message service or contacting the Service Contact Center accessed via the MSISDN Number (Mobile Subscriber Integrated Services Digital Network Number) or the mobile phone number to be registered by sending data in the form of the Population Identification Number (NIK) listed on the

¹⁰Article 1 Letter D of Law Number 36 of 1999 concerning Telecommunications

¹¹Wahyu Sasongko, Basic Provisions of Consumer Protection Law, Bandar Lampung, University of Lampung, 2016, p. 60.

¹²Ibid, p. 61.

Population Identity Card (KTP) and Family Card number (KK). Then the data received will be validated by the provider with the population data in the data center at the Directorate General of Population and Civil Registry. After being validated, new service customers can access the telecommunications network provided by the service provider.

Referring to the mechanism of registration of cellular telecommunication service customer cards explained above, we can see the legal relationship between the provider and the service user. In the event of registration of cellular telecommunication service customer cards, there is an agreement that is born from the agreement of the parties, in this case the provider and the service user. The provider as the organizer of telecommunication services in this case is the party that makes it, while the consumer only agrees and follows the provisions that have been agreed upon.¹³This agreement between the provider and the consumer, when viewed from the theory of contract law, is included in the standard agreement. Where the provider in this case makes a draft agreement in the form of a form which is then given to the consumer to be agreed to. The agreement contains certain conditions that are only made by one party, namely the provider. While the other party, in this case the consumer, only follows and fulfills the provisions and requirements that have been determined.¹⁴

The legal relationship between the provider and the consumer is in principle bound by a standard agreement in the form of an agreement to carry out certain work (services). This agreement is known as a *nominaat* agreement, which is an agreement regulated in Article 1319 of the Civil Code.¹⁵This agreement is also known as a named agreement which includes: buying and selling, renting, carrying out certain work/services, legal entity grants, safekeeping of goods, lending and borrowing (borrowing and using up), granting of power of attorney, interest or perpetual, profit-sharing agreements, debt guarantees and peace.¹⁶

In principle, the conditions of an electronic agreement are the same as a conventional agreement, except that this agreement is packaged in a new framework using sophisticated technological devices with various variations.¹⁷Such conditions certainly give rise to problems, one of which is regarding the validity of the agreement that occurs as required in Article 1320 of the Civil Code.¹⁸Therefore, it is necessary to look at the theory regarding when the agreement occurred. The theories that can be used include:¹⁹

1. Theory of Speech, where the agreement occurs when the party receiving the offer states that he has accepted the offer. So, this theory emphasizes on the party receiving, namely when dropping the ballpoint to indicate acceptance, the agreement is considered to have occurred.
2. Delivery Theory, where the agreement is made if the party receiving the offer sends a telegram.
3. Knowledge Theory, where an agreement occurs if the party offering is aware of the acceptance.
4. Acceptance Theory, where an agreement occurs when the party making the offer directly receives an answer from the other party.

Seeing the situation and conditions of the form of agreement that is taking place between the provider and the service user, then the theory regarding the occurrence of the agreement as described

¹³Ahmadi Miru, *Contract Law & Contract Drafting*, Jakarta, PT Raja Grafindo Persada, 2007, p. 39.

¹⁴Lukman Santoso Az, *Legal Aspects of Contracts: A Comprehensive Study of Theory and Its Development*, Yogyakarta, Penebar Media Pustaka, 2019, p. 128.

¹⁵*Ibid*, p. 114.

¹⁶Yahya Ahmad Zein, *Electronic Contracts and E-Commerce Business Dispute Resolution*, Bandung, CV Mandar Maju, 2009, p. 25.

¹⁷*Ibid*

¹⁸Article 1320 requires that every agreement must have: agreement of the parties, capacity to make an agreement, a certain thing and a lawful cause.

¹⁹Lukman Santoso Az, *Op.cit*, pp. 51-52.

above is through the approach of the delivery theory and the acceptance theory. This is possible considering that in the ongoing agreement, it is done by first providing a draft agreement that has been conceptualized by the provider to then be agreed upon and approved by the consumer through an electronic system. The agreement in the form of a form that has been filled out and agreed upon by the consumer is then received by the provider, which then both parties submit themselves to the ongoing agreement.

Providers in this case must strive to uphold the interests of consumers of cellular telecommunications services they serve. Consumers have the right to receive the best possible service. Thus, the agreement that occurs is a legal relationship between two people or two parties based on which one party in good faith has the right to demand something from the other party and the other party is obliged to fulfill the requested demand.²⁰

3.Provider's Responsibility for User's Personal Data Regarding Mobile Telecommunications Service Customer Card Registration Events

Providers as business actors are responsible for fulfilling consumer rights, plus other obligations that are basically to protect consumer interests. The obligations of business actors as regulated in Law Number 8 of 1999 concerning Consumer Protection include:²¹

- 1.Have good intentions in conducting their business activities. This kind of obligation also applies to consumers.
- 2.Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services and providing explanations of use, repair and maintenance. This obligation of business actors is a reciprocal of consumer rights.
- 3.Treating or serving consumers properly and honestly and without discrimination. UUPK provides strict provisions on the principle of non-discrimination in the treatment of consumers. Prohibition for business actors to differentiate the quality of service to consumers.
- 4.Guaranteeing the quality of goods and/or services produced and/or traded based on the provisions of applicable goods and/or services quality standards. It is only right that business actors are required to maintain and defend the quality of their products.
- 5.Giving consumers the opportunity to test and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded. In the authentic explanation of this provision, it is stated that what is meant by certain goods and/or services are goods and/or services that can be tested or tried without causing damage or loss. Thus, if it can cause damage or loss, then the damage or loss that arises as a result of being tested or tried will be charged to whom, because the purchase transaction has not yet occurred. If this happens, it means that the goods and/or services can cause damage. Therefore, from the beginning it should have been discussed about the condition whether it is easily damaged or not, so that there is clarity about the risks that can occur, including who will be responsible.
- 6.Provide compensation, restitution and/or replacement for losses due to the use, utilization and utilization of traded goods and/or services. This obligation is a reciprocal of consumer rights.
- 7.Provide compensation, damages and/or replacement if the goods and/or services received or utilized do not match the agreement. The non-conformity of the goods received by the consumer with those agreed upon occurs

²⁰Miriam Darus Badruzaman, *Civil Code Book III: Contract Law with Explanation*, Bandung, Alumni, 1996, p. 19.

²¹Article 7 of Law Number 8 of 1999 concerning Consumer Protection

In this regard, there is a rationale for several forms of responsibility that can be imposed on providers as business actors. The responsibilities as in the concept of consumer protection include:²²

1. Contractual Liability, where the provider is civilly responsible for the agreement or contract as a business actor for losses experienced by users of cellular telecommunications services as consumers due to using the goods and/or services produced or utilizing the services provided.
2. Product Liability, where the provider is directly responsible for the product as a business actor for losses experienced by consumers due to using the product produced. The product liability is based on unlawful acts. The elements in an unlawful act are the element of error, the error is against the law, the loss and the causal relationship between the act and the loss.
3. Professional Responsibility, where the provider is civilly responsible as a business actor as a service provider for losses experienced by consumers as a result of utilizing or using the services provided.
4. *Criminal Liability*, where the provider is also criminally responsible as a business actor as a link between the business actor and the state.

The provider's responsibility as a business actor can also be applied in the interactive justice approach. Where this interactive justice approach is closely related to unlawful acts as legal consequences related to equal respect for each person's external freedom (right to equal external freedom)²³

According to Richard W. Wright,²⁴ Interactive justice is a negative freedom of a person towards another person in interacting (relating) with each other. The meaning and application of interactive justice is different from corrective justice. Corrective justice only looks at the aspect of restoring rights (corrective after an event occurs without looking at the basic nature of the event itself and efforts to prevent it.

When viewed from the perspective of the existence of an obligation, either before or after an uncertain event (accident) occurs, then two (2) responsibilities can be categorized, namely:

1. Liability before an incident occurs (ex-ante liability)
2. Ex-post liability

Ex-ante liability is the responsibility to comply with the law (legislation) in order to provide something appropriate to the public (for example: merchantability, and service standards / quality of services). While *ex-post liability* is the responsibility to restore the situation to its original state, in the form of compensation. The basis of interactive justice responsibility is to uphold the obligations that must be carried out by each person in their interactions with others.

Thus, preventing everyone from abusing their right to freedom. Therefore, the principles of presumption of guilt, reverse burden of proof and payment of a certain amount that can exceed the amount of direct losses as a form of punishment can be applied. Furthermore, the existence of compensation plays an important role in interactive justice to protect everyone from harmful interactions (harmful interactions as private wrongs) which are commonly applied in unlawful acts (tort law) and violating contract law (ownership/property). The limit of civil liability is determined from the existence or absence of a certain objective standard (specified standard of conduct) to be the basis for assessment.²⁵

²² Edmon Makarim, *Legal Responsibility of Electronic System Organizers*, Jakarta: Raja Grafindo Persada, 2005, pp. 376-377

²³ Interactive Justice is intended as a person's negative freedom towards others in interacting (relating) with each other. Atip Latifulhayat, *Loc.cit*, p. 24.

²⁴ *Ibid*

²⁵ Dhanang Widjiawan, *e-Logistic Contract: Business Actors' Responsibilities for Malfunction, Cyber Security, and Personal Data*, Bandung, Keni Media, 2017, p. 121.

Each individual will tend to fight for the freedom they have in their freedom and autonomy. However, the implementation of one's freedom may harm the rights of others. That is why law is needed so that there is no violation of the rights of others as a result of the implementation of one's freedom. In this case, law means a need for every free and autonomous creature who must live together. At this point, an imperative ethical call arises, living according to the law if you want to live together peacefully and fairly. This call gives rise to an obligation to obey the law. The law itself is the sum of conditions that guarantee that the will of one is adjusted to the will of another individual according to the general norms of freedom.

If the two principles above are connected to the issues related to personal data, it can be concluded into the following points: The government has a basis to access citizens' personal data; The government must provide clear and valid reasons as the basis for doing so; The government must protect the data from being misused.

The last point is very important. Indonesia does not yet have comprehensive regulations related to personal data protection. The most relevant regulation is Permenkominfo No. 20/2016 on PDP. Unlike in Malaysia, regulations regarding personal data protection are specifically regulated in the Personal Data Protection Act 2010, which clearly regulates the details of the principles of personal data protection, the rights of data owners, data transfer methods, and obligations for parties who store data. In addition, there is a complaint mechanism for someone whose personal data is transferred without permission. This law also provides the authority to form a Personal Data Protection Advisory Committee whose task is to receive reports if there is a violation of the principles explained above.

The government actually has the right to enforce the obligation to register SIM cards using NIK and KK Numbers, especially considering the two principles that have been explained above because the government has the authority to require its people to submit personal data for the public interest and state security. But without forgetting the importance of protecting personal data owned by each individual, before the government's policy is enforced, the basic rules should have been prepared in advance with comprehensive and clear rules. The purpose of collecting and managing personal data must be clear and where the personal data will be stored.

Protection of personal data is needed to protect individual rights in society in relation to the rampant illegal acts related to personal data such as the collection, management, processing and dissemination of personal data. This is also needed to provide public trust in providing personal data and information for various greater public interests without worrying about misuse that violates their personal rights (Wahyudi, et al., 2016). Until now, the law on personal data protection in Indonesia is still at the drafting stage in the form of a Draft Law (RUU).

The Personal Data Protection Bill (PDP Bill) can include principles made by the Organisation for Economic Cooperation and Development/ OECD as a reference for personal data protection. The PDP Bill can also modify the principles that have been implemented by Malaysia. So in the PDP Bill it is better to add certain principles, also as a form of limitation.

The government based on the PERMENKOMINFO Regarding SIM Card Registration, the Indonesian Government issued a policy regarding the obligation of SIM Card owners to be registered with the operator to submit the NIK and KK Number, which according to the Population Administration Law are both personal data of residents that must be protected by the Government. SIM Card registration activities are given a deadline with sanctions in the form of blocking the SIM card if it is not registered until the specified time.

However, the legal regulation on personal data in Indonesia has not been able to provide protection for personal data, because there is no law that specifically regulates the protection of personal data. Although in several other laws and regulations it mentions the protection of personal data, it is still not in accordance with the principles of personal data protection that apply internationally. So that the implementation of the law to protect a person's personal data is not optimal.

Conclusion

1. The government based on the PERMENKOMINFO Regarding SIM Card Registration, the Indonesian Government issued a policy regarding the obligation of SIM Card owners to be registered with the operator by submitting the NIK and KK Number, which according to the Population Administration Law are both personal data of residents that must be protected by the Government. SIM Card registration activities are given a deadline with sanctions in the form of blocking the SIM card if it is not registered by the specified time.
2. legal relationship between provider and service user. In the event of registration of cellular telecommunications customer card, there is an agreement that is born from the agreement of the parties, in this case the provider and the service user. The provider as the organizer of telecommunications services in this case is the party that makes it, while the consumer only agrees and follows the provisions that have been agreed upon.²⁶ This agreement between the provider and the consumer, if viewed from the theory of contract law, is included in the standard agreement. The legal relationship between the provider and the consumer is in principle bound by a standard agreement in the form of an agreement to carry out certain work (services). This agreement is known as a *nominaat* agreement, namely an agreement regulated in Article 1319 of the Civil Code
3. Personal data protection is a fundamental right for every citizen that should be guaranteed by the state because basically protection of personal data is the fulfillment of the right to privacy of every citizen. Regarding the implementation of telecommunications by the state involving service providers or in this case providers as business actors who provide their services in the form of cellular telecommunications networks that also have the authority to collect personal data of service users, of course, they have a very important role in protecting personal data of service users. Moreover, in its implementation, providers enforce standard agreements with service users when registering customer service cards in the form of submitting personal data to be able to use the services they provide. Therefore, providers as business actors in civil law have a legal responsibility to ensure that the implementation of cellular telecommunications does not violate the principles of consumer protection and adheres to the standard contracts or agreements that they have made in managing personal data of service customers.

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