

LEGAL PROTECTION FOR THE PARTIES SHOPEEPAYLATER SERVICE USERS

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ABSTRACT

With the development of technology in the payment system, electronic money has various forms: Paylater. Paylater is now in great demand by the public because it can make it easier for them to make transactions and complete payments later. In addition, the interest provided is quite affordable. This study aims to find out and explain the form of legal standing, legal protection, and legal consequences for Shopeepaylater users. The study results found that the parties' legal position in Shopeepaylater is that the user acts as the recipient of the loan, and the Shopee acts as the lender. Legal protection in Shopeepaylater uses repressive or settlement protection methods generally. This protection is in fines, imprisonment, and other additional penalties. The legal consequences when performing a Default following the agreed agreement that the Shopeepaylater service user will have their Shopeepaylater limit reduced, record late payments in the OJK SLIK (Financial Information Service System of the Financial Services Authority), etc.

Keywords: *Shopeepaylater, legal position, legal protection, legal consequences*

Introduction

The payment system in Indonesia begins with a barter system, which is the activity of exchanging one object for another according to the needs concerned. Over time, it becomes inefficient because there is no clear standard value in an item. Along with the development of the economy, the payment system also needs to be replaced with an object called money, which has a fixed value to be used as a medium of exchange for the wider community¹.

Currently, money is no longer a new thing for the community because money is a medium of exchange accepted by the community as a legal tender for its unit of account². In addition, money has other functions, namely as a store of value, a unit of account, a measure of pending payments, and a general measure of measuring something³.

The development of technology has affected several existing sectors. In the banking world itself, this has the aim of facilitating and improving the welfare of the community which is expected to have an impact on the prosperity of the Indonesian people if used properly as referred to in Article 4⁴ of Law Number 7 of 1992 concerning Banking as amended by Law Number 10 of 1998 concerning Banking⁵ which reads "Indonesian banking aims to support the implementation of national development in the context of increasing equity, economic growth, and national stability towards increasing the welfare of the people at large".

With the development of technology in the payment system, currently, non-cash payments are also growing rapidly. This is because users increasingly need efficiency, security, speed, and convenience in transacting⁶. Therefore, various innovations in the payment system have emerged. This innovation is expected to

¹ Veitzhal Rivai, dkk, 2001, *Bank and Financial Institution Management*, Jakarta : Raja Grafindo Persada, P. 4.

² Tri Kunawangsih Pracoyo dan Antyo Pracoyo, 2006, *Aspek Dasar Ekonomi Mikro*, Jakarta :Grasindo, P. 27.

³ *Ibid*, P. 28.

⁴ Undang-Undang Nomor 10 Tahun 1998 tentang *Perbankan*.

⁵ Hermansyah, *Hukum Perbankan Nasional Indonesia Edisi 2*, Jakarta : Kencana Prenada Media Group, 2012, P. 174.

⁶ Burhannuddin Abdullah, *Paper Seminar Nasional Toward a Lesss Cash Society in indonesia*, Jakarta : Direktorat Akunting dan Sistim Pembayaran Bank Indonesia, 2006, P. 9.

provide convenience, flexibility, efficiency, and simplicity in the payment system. To achieve this, Bank Indonesia adapted a payment instrument which is often known as electronic money or e-money⁷.

Electronic money has various forms, one of which is Paylater. Lately, the Paylater feature is in great demand by people from various circles, ranging from students, housewives, and employees because it can make it easier for them to make transactions and complete payments at a later date. This makes people no longer worry about a lack of money when transacting because payments for this feature can be paid in installments for up to several months. Billing from this feature has various options, ranging from 2 months, 3 months, to 12 months. In addition, the interest provided is quite affordable.

This feature is relatively new in Indonesia but has been offered by many Fintechs and Marketplaces in Indonesia. One of these marketplaces is Shopee. Shopee is a Singaporean company and has expanded its reach to various countries in Asia including Indonesia. In early 2019, around March, Shopee launched a Paylater service called Shopeepaylater. Loan service products from Shopeepaylater are provided by PT. Lentera Dana Nusantara and PT. Commerce Finance which is directly supervised by OJK (Financial Services Authority). Shopeepaylater only provides four-installment options, namely Beli Sekarang Bayar Nanti, 3 times, 6 times, and 12 times.

The system from Shopeepaylater itself is almost the same as a credit card because it contains personal data or personal data that must be completed by debtors or Shopee application users. Personal data is someone's data that should be stored, cared for, kept true, and kept confidential. This is protected by Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions in Article 26 paragraph (1), as well as Article 31 of the Financial Services Authority (POJK) Regulation Number 1 of 2019 concerning Consumer Data Protection. Financial Services.

⁷ Rachmadi Usman, *Karakteristik Uang Elektronik Dalam Sistem Pembayaran*, Yuridika : Volume 32 No.1, Januari 2017, P. 135.

In addition to completing personal data, there are also other terms and conditions provided by Shopee. The terms and conditions in the agreement are an explanation of the user's rights and obligations when using the service. Shopee's terms and conditions include many things, such as registration requirements, Paylater usage limits, fees to be paid and fines to be paid when users experience problems while using Shopee's Paylater.

If the user agrees to these terms and conditions, then he is also deemed to have agreed to everything in the Shopee's Paylater agreement. And at that time, both the user and Shopee must carry out their rights and obligations. If the user defaults in the agreement, he will accept the consequences written in the agreement. However, in reality, many parties do not thoroughly study the agreement and when they get the consequences they are often confused about what to do. Whereas in Law No. 8 of 1999 concerning Consumer Protection, it has been explained about consumer protection and the existence of this law creates a sense of security for consumers in meeting the necessities of life.

Research Method

The research method used is a normative legal research method, with an approach method, namely the statutory approach (Statue Approach) and the conceptual approach (Conceptual Approach). And the technique of collecting legal materials uses library research (Library Research). To answer these legal issues, research sources are needed, namely primary legal materials in the form of legislation and secondary legal materials in books, journals, articles, etc. After all the data has been collected, the next step is to analyze the legal materials, where the materials are described first and then connected so that they can answer the legal problems that have been formulated.

Result and Analysis

A. Legal Position for Shopee's Paylater Users

1. Shopee's Paylater service

1.1 Definition of Shopee's Paylater

Shopee's Paylater is a Buy Now Pay Later payment method provided by PT. Commerce Finance. What distinguishes Shopee's Paylater from

other Paylaters is that the process is easy and fast, because the entire process is completed directly in the Shopee application. However, only selected consumers who receive a notification from Shopee can apply. After getting approval, the consumer will get a predetermined limit for shopping. The amount of the given limit can increase automatically if the consumer always pays the installments on time and there are no arrears. You can get additional limits on the condition that you have a good transaction record. Competitive loan interest rates.

1.2 The legal basis of Shopeepaylater

Based on Bank Indonesia Regulation Number 11/12/PBI/2009 concerning Electronic Money (Electronic Money) in Article 1 paragraph (3) it is explained that Electronic Money is a means of payment that fulfills the following elements:

- a. Issued based on the value of money that was deposited in advance by the holder to the issuer.
- b. The value of money is stored electronically in a medium such as a server or chip.
- c. Used as a means of payment to merchants who are not the issuers of electronic money.
- d. The value of electronic money deposited by the holder and managed by the issuer is not a deposit as referred to in the law governing banking.

Shopeepaylater can be said to be part of E-money because all processes and usage are done online. In addition to Bank Indonesia Regulation Number 11/12/PBI/2009 concerning Electronic Money, Shopeepaylater also uses other laws as its legal basis, namely:

- a. Law Number 11 of 2008 concerning Information Transactions and Electronic Transactions.
- b. Financial Services Authority Regulation (POJK) Number 77/POJK.01/2016 concerning Information Technology-based Lending and Borrowing Services.

- c. Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions.

1.3 Legal Terms of Shopeepaylater Financing Receiver

Shopee does not provide this loan facility to all its users. Only selected users will get this facility. The following are the requirements to become a chosen user by Shopeepaylater, namely:

- a. Have a Shopee account that has been used for at least three months.
- b. Indonesian Citizen (WNI).
- c. At least 17 years old and have a valid ID card.
- d. Often shop at Shopee with transaction values following the provisions of Shopee.
- e. Have an excellent and smooth credit history.

If the user has met these requirements, he will get a notification to activate Shopeepaylater. Several factors cause the absence of the Shopeepaylater feature in the application, namely⁸:

- a. New user
- b. Incomplete Shopee account data
- c. Poor credit history
- d. Rarely make transactions

2. Legal Relations of the Users of the Shopeepaylater Service

Soeroso explains that legal relations are bonds between two or more legal subjects. In a legal relationship where the rights and obligations of one party will be faced with the rights and obligations of the other party⁹. Meanwhile, Ishaq said, a legal relationship is any bond between two or more legal subjects where the rights and obligations of one party will be faced with the rights and obligations of the other party¹⁰. Meanwhile, Donald Albert Rumokoy and Frans Maramis said that a legal relationship is a

⁸ Alecia, 4 penyebab kenapa shopee paylater tidak muncul di aplikasi, <https://cicilan.id/penyebab-kenapa-shoee-paylater-tidak-muncul-di-aplikasi/>, accessed on 12 Februari 2022.

⁹ R. Soeroso, 2005, *Pengantar Ilmu Hukum*, Cet. VII, Jakarta : Sinar Grafika, P. 256.

¹⁰ Ishaq, 2008, *Dasar-dasar Ilmu Hukum*, Cet.I, Jakarta : Sinar Grafika, P. 84.

relationship regulated by law and occurs because of a permitted event¹¹. So, the author concludes that a legal relationship is a bond between two or more people because of a legal circumstance. There are two conditions¹²: the existence of a legal basis (legal regulations governing the legal relationship) and the presence of a permitted event.

The legal relationship between the parties in the Shopeepaylater service is the lender and the loan recipient. The lender, namely PT. Commerce Finance, where Shopee authorized him as a P2P loan provider, served as a distributor of loan funds and carried out specific actions such as collecting debt from the loan recipient. At the same time, the loan recipients are service users from Shopeepaylater itself.

If the lender agrees to provide a loan to the loan recipient, it can be a legal event, while the existence of a contract agreement between the lender and the loan recipient can be said to be on a legal basis. After the legal relationship is established, then the rights and obligations of each party arise, namely:

a. Lender

1. Rights

The rights of the lender/Lender based on the Shopeepaylater agreement include:

- a. Receive full payment of the loan recipient's payment obligations arising from the financing agreement, including but not limited to the total repayment amount and other costs based on the financing agreement;
- b. Carry out the collection process for all obligations that the loan recipient must pay based on the financing agreement through the

¹¹ Donald Albert R dan Frans Maramis, 2017, *Pengantar Ilmu Hukum*, Cet. IV, Jakarta : Rajawali Pers, P.133.

¹² Dodi Jaya Wardana, 2018, *Pengantar Ilmu Hukum*, Gresik : Caremedia, P. 40.

lender's internal team or a third party appointed by the lender and the transferee or transferee; and

- c. Obtaining information regarding the loan recipient data (and its amendments) as stated in attachment A of the financing agreement following the procedures stipulated in the notification provisions in attachment D of the financing agreement.

2. Obligations

Meanwhile, the obligations of the lender/Lender based on the Shopeepaylater agreement are:

- a. Provide loan facilities to loan recipients based on financing agreements; and
- b. Implement all provisions based on the financing agreement in connection with the provision of loan facilities.

b. Borrower

1. Rights

Based on the Shopeepaylater agreement, it is stated that the rights of the borrower/borrower are:

- a. Receive loan facilities from lenders based on financing agreements; and
- b. Requesting and receiving information regarding loan facilities, including but not limited to information relating to the repayment of loan facilities.

2. Obligations

Meanwhile, in the Shopeepaylater agreement, the obligations of the borrower/borrower are:

- a. Pay in full all payment obligations arising from or as a result of the financing agreement, namely the total amount of payment, late fees (if any), and other costs as stipulated in the financing agreement;
- b. Notify in writing in the manner as stipulated in the notification provisions in attachment D of the financing agreement for any

changes in the data of the loan recipient as stated in attachment A of the financing agreement; and

- c. Implement all provisions in the financing agreement and applicable laws and regulations in good faith and full responsibility.

3. Legal Position of Agreement in Shopeepaylater Services

Legal position or locus standi is a condition in which a party is deemed eligible to apply for dispute resolution in court. According to R. Soeroso, the legal position can be demonstrated in the following ways¹³:

- a. The law or a specific case has directly harmed a party, and this loss will continue unless the court has intervened by ordering compensation, stipulating that the law in question does not apply to that party or reports that the direction is null and void.
- b. The claimant is not directly harmed, but they have a continuous relationship with the situation that caused the loss. If left unchecked, the loss can occur to other people who cannot ask for help from a court institution.
- c. A party assigned a role by a law.

The legal position of the agreement in the Shopeepaylater system is part of an agreement in which it acts as a law for the lender and the loan recipient. In this case, the contract used is not using a written agreement on paper or an authentic deed issued by an authorized official, but by using an electronic deal, starting now referred to as the P2P system. Peer to Peer Lending is a financial service provider that allows lenders and borrowers to enter into loan agreements directly in an electronic system using the internet network.

According to Article 1313 of the Civil Code, an agreement is an act by which one or more persons bind themselves to one or more persons. Meanwhile, according to Abdul Kadir Muhammad, in his book entitled

¹³ R. Soeroso, *Op.cit*, P. 106.

Covenant Law¹⁴, an engagement is a legal relationship between a debtor and a creditor, which is located in the property sector where the fundamental legal rules govern legal relations in the property sector are called property law. In addition, according to R Subekti¹⁵, an agreement is an event where a person promises to one or two other people who both promise to do something. Meanwhile, according to Wirjono Prodjodikoro¹⁶, a contract is a legal bond regarding property between two parties. One party promises to carry out something or not to carry out a promise. In contrast, the other party demands its implementation.

From some of these opinions, it can be concluded that an agreement between two or more people to bind themselves in doing a particular thing. In Article 1320 of the Civil Code, for an agreement to be valid, it must fulfill several conditions for a reasonable agreement, namely:

- a. There is an agreement
- b. Skills
- c. A specific thing
- d. A lawful reason.

Based on the Civil Code, agreements have several types, namely named contracts (*boenoemd*) and unnamed contracts (*onbenoemd overeenkomns*). A stipulated agreement (*boenoemd*)¹⁷ is an agreement that has its name, this agreement is regulated and named by the legislators based on the most daily types, and this agreement is regulated in chapters V to XVIII chapters of the Civil Code. Meanwhile, an unnamed agreement (*onbenoemd overeenkomns*)¹⁸ is an agreement that is not held in the Civil Code but exists in the community, and this agreement was born based on

¹⁴ Abdul Kadir Muhammad, 2004, *Hukum Perjanjian*, Bandung : Alumni, P. 6.

¹⁵ R Subekti, 1987, *Hukum Perjanjian*, Jakarta : Intermassa, Hal 1. R Subekti, 1987, *Hukum Perjanjian*, Jakarta : Intermassa, P. 1.

¹⁶ Wirjono Prodjodikoro, *Asas-asas Hukum Perjanjian*, Bandung : PT. Sumur, 1981, P. 9.

¹⁷ Mariam Darus, 2001, *Kompilasi Hukum Perikatan*, Bandung : Citra Aditya Bakti, P. 69.

¹⁸ *Ibid.*

the principle of freedom of contract when agreeing. There are five types of contract law principles known in civil law, namely¹⁹:

- a. Principle of Freedom of Contract
- b. Principles of Consensualism
- c. Pacta Sunt Servanda Principle
- d. Good Faith principle
- e. Personality Principle

From this description, it can be concluded that this ShopeePaylater agreement uses an anonymous agreement (*onbenoemd overeenkomns*) and uses the principle of freedom of contract, which means that the recipient of the ShopeePaylater service must first agree upon the contents of the agreement made by Shopee. Such an agreement can be called a standard agreement, and as long as this agreement does not violate the principle of freedom of contract, the agreement is valid to be implemented.

B. Legal Protection for ShopeePaylater Users

1. Legal Protection in Using ShopeePaylater

1.1 Definition of Legal Protection

According to Philipus M. Hadjon, legal protection protects dignity and respect for human rights owned by legal subjects based on legal provisions from arbitrariness. Meanwhile, according to Satjipto Rahardjo, legal protection guarantees the protection of human rights that are violated by others, and this protection is given to the public to enjoy all the rights granted by Law. In addition, according to Muchsin, legal protection is an activity to protect people by harmonizing the relationship of values or rules contained in behavior and actions by creating discipline in the association between fellow human beings. Legal protection covers legal subjects through applicable laws and regulations, and sanctions enforce their implementation.

¹⁹ M. Muhtarom, *Asas-asas hukum perjanjian : suatu landasan dalam pembuatan kontrak*, SUHUF, Vol.26, No.1, Mei 2014 : 48-56, P. 50.

According to Article 1 point 6 of Law Number 13 of 2006 concerning Protection of Witnesses and Victims, Protection is all efforts to fulfill rights and provide assistance to provide a sense of security to Witnesses and/or Victims that LPSK or other institutions must carry out following the provisions of the Law. Invite this.

1.2 Default by User/Loan Recipient

Default of a debtor can be divided into four types, namely not doing what was agreed upon, carrying out what was agreed but not in accordance with what was agreed upon, there was a delay in carrying out what was agreed upon, and doing something outside the agreement²⁰. In this case, business actors will have their rights protected following article 6 letter an of Law Number 8 of 1999 concerning Consumer Protection. The article explains that business actors have the right to fulfill payments following the agreement. In addition, the enforcement of the rights of business actors can also be seen in Article 5 letter d, which reads, "Following legal remedies for consumer protection disputes properly".

The Consumer Protection Act itself does not explain how to resolve disputes that can be taken, but it can be seen if the business actor has the right to claim compensation, and the user should fulfill the balance. Meanwhile, the Financial Services Authority Regulation (POJK) Number 1 of 2014 states that consumers and financial service institutions can settle disputes outside the court, namely through the Alternative Dispute Resolution Institution. Therefore, in this case, business actors and consumers have the option of resolving the conflict through the Consumer Dispute Settlement Agency or the District Court.

Meanwhile, in the Shopeepaylater agreement itself, it is explained that if there is a default during the use of the service, it will be resolved by arbitration, namely through the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK).

²⁰ Hardian Iskandar, 2019, Akibat Hukum Wanprestasi Pada Kasus Pembatalan Konser Musik, Jurnal Justiciabelen 1 (2), 233-240.

1.3 Default by Shopee/Lender

Shopee as a lender is someone who better understands the products offered to its users and is responsible for sharing accurate data. If there is a discrepancy between what is provided and what is experienced by the user in use, then the Shopee party must be responsible. Regarding this responsibility, it can be seen in Article 19 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, which reads, "Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumer goods and/or services. produced or traded". Meanwhile, according to Ahmadi Miru and Sutarman Yodo²¹, the responsibility of business actors is not only limited to the presence of a defect in a product. Still, it covers all losses felt by consumers as well.

Compensation claims can be submitted no later than seven days after the transaction occurs. Users can file claims directly or through the Consumer Dispute Settlement Agency (BPSK) or other judicial bodies at the consumer's domicile. If the business actor does not respond to the claim directly, this can be seen in Article 23 of Law Number 8 of 1999 concerning Protection Consumer. Based on Article 45 paragraph (2), dispute resolution can be carried out through the courts or not based on the choices chosen by the disputing parties.

A lawsuit against a business actor can be filed by a consumer, consumer group, non-governmental consumer protection agency, or government and/or a related agency, based on Article 46 paragraph (1). As for Article 46 paragraph (1) letter b, c, or d, you can file a lawsuit to the general court. According to the Regulation of the Financial Services Authority (POJK), Number 1 of 2014, the settlement of a dispute can be done through the Alternative Dispute Resolution Institution. The

²¹ Ahmadi Miru, 2015, *Hukum Perlindungan Konsumen Edisi Revisi*, Jakarta : Raja Grafindo Persada, P. 130.

procedure for filing in this institution has the same thing when submitting a complaint to the Consumer Dispute Settlement Agency (BPSK), namely, submitting a complaint to the service provider first after not getting a response. You can file a complaint to an alternative institution or court.

1.4 Protection of Users in Misuse of E-KTP

The ShopeePaylater agreement itself has not explained protection against misuse of E-KTP. At the same time, several cases on the internet illustrate that there are several victims whose ID cards are misused as collateral for online loans.

For example, the case of Ahmad Fauzi Ridwan, alias Ridu. It started when Ridu wanted to apply for credit to his company's subscription bank, but his request was rejected on the grounds of KOL5 or Bad Credit. After that, he checked his credit history through SLIK (Financial Information Service System), he found three items stated by KOL5, namely on behalf of PT. Caturusa Sejahtera Finance which is a partner of Traveloka Paylater. Then he shared his experience in status on Twitter, and it went viral so that it got the attention of Traveloka. Traveloka responded by apologizing for the incident and sending a letter of deletion of the bill to Ridu and asking him to wait 30 days to check whether the data had been deleted or not²².

According to Ruby Alamsyah, a digital forensics expert, the misuse of personal data in photo ID cards and selfies holding ID cards is common among illegal fintech²³. He also said a security loophole by the OJK (Financial Services Authority), which only required a photo of an ID card and a selfie holding an ID card as a requirement to verify prospective fintech customers.

²² Pijar Anugerah, "Pinjaman Online : 'Bagaimana saya menjadi korban penyalahgunaan data pribadi'", <https://www.bbc.com/indonesia/majalah-57046585>, accessed on 14 Januari 2022.

²³ *Ibid.*

The kompas.com article entitled "Beware of KTP data theft for online loans, here are ways to protect it"²⁴ explained that there are three ways to verify E-KTP data, namely: NIK (Population Identification Number), biometric access in the form of photos and fingerprints, and card reader. Biometrics identifies individuals based on the characteristics attached to them, such as fingerprints and eyes, and behavioral factors such as voice. The functions of biometrics are:

a. Single identity

They established the singularity of the population's data so that residents cannot have two E-KTPs, both the same or different biodata.

b. Verification process

The process confirms that the cardholder is the actual owner.

According to Dr. Sinta Dewi (Chairman of the Cyber Law Center at Padjadjaran University), one of the causes of such abuse is the regulation that has not been optimal in protecting data subjects. Indonesia itself still does not have rules regarding personal data²⁵. Currently, the code that regulates this is Article 26 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions, which reads "... The use of any information through electronic media concerning a person's personal data must be carried out with the consent of the person concerned".

2. Consequences of Default in the ShopeePaylater Agreement

Default in the use of ShopeePaylater services generally occurs due to debtors who do not fulfill ShopeePaylater bill payments. Bills that appear on

²⁴ Nur Fitriatus Shalihah, "waspadai pencurian data KTP untuk pinjaman online, berikut cara melindunginya", <https://www.kompas.com/tren/read/2021/04/25/131000565/waspadai-pencurian-data-ktp-untuk-pinjaman-online-berikut-cara?page=all#page2>, accessed on 15 Januari 2022.

²⁵ Pijar Anugerah, *Op. Cit.*

the 25th need to be paid no later than the 5th of each month. Accounts that appear on the 1st need to be paid no later than the 11th of each month. And bills that appear on the 15th need to be paid no later than the 25th of each month. If there is a delay in payment, the user will be charged an additional 5% per month from your total bill. Your credit rating in OJK SLIK can prevent you from getting financing from other banks or companies.

However, in reality, there have been many cases of default that have occurred in the use of Shopeepaylater. The form of insolvency often occurs when a Shopeepaylater user does not meet the bill at the time chosen at the beginning of the Shopeepaylater registration. Such default problems were found by the author in several articles on the internet, such as the case of Ibu Dita Priska in a consumer media blog there she said that she received unpleasant treatment because she was late paying Shopeepaylater because the funds were used to move house and she promised to pay for it. Pay next week because the ATM he has is expiring. Meanwhile, in the legal smart channel blog, he explains the case of Mr. Joseph, where he has not been able to pay off the bill because he was laid off, besides that he also forgot his Shopee account because he had changed the phone number he used.

Shopeepaylater users forget the due time that has been selected when registering. Provide notification of late payments and confirm to Shopeepaylater users to pay off their unpaid bills. Shopeepaylater users cannot use the Paylater facility until the previous invoice has been paid off. According to the research results that have been done, it can be seen that the default by the debtor in the use of Shopeepaylater can cause some consequences for the use of the Shopee application and the Shopeepaylater payment system.

In the case of defaults committed by debtors, Shopee and the organizers of Shopeepaylater have not taken legal action in the settlement. They have not implemented dispute resolution methods through litigation or non-litigation as a dispute resolution method that applies in Indonesia. According to the author, this internal dispute resolution was chosen because it is easier

to overcome default disputes on ShopeePaylater, which ShopeePaylater users can very much do. Suppose Shopee uses a dispute resolution method through litigation or non-litigation for many arguments, of course. In that case, it will cause difficulties in time and expenses from Shopee in overcoming this default problem.

3. Dispute Resolution in Financing Using ShopeePaylater

According to Takdir Rahmadi²⁶, disputes are situations and conditions where people experience factual disputes or disputes according to their perceptions. In addition, according to the Big Indonesian Dictionary (KBBBI), a dispute causes differences of opinion, quarrels, disputes, disputes, disputes, cases (in court). So, a dispute is by two or more parties because of different points of view.

In the context of contract law, the dispute in question is a violation of the agreement that has been agreed, either in part or in whole. In other words, one of the parties or both has defaulted because they did not fulfill or only partially fulfilled their achievements, resulting in a loss to one of the parties²⁷. Disputes that arise can be resolved in two ways, namely:

a. Litigation (through the courts)

Dr. Frans Hendra Winarta, S.H, M.H said litigation is a conventional dispute resolution method in the business world²⁸. Litigation dispute resolution is the last stage in dispute resolution (*ultimum remedium*). Completion through this process will result in a win-lose solution decision, in which there is a winning party and a losing party. However, the existence of

²⁶ Takdir Rahmadi, 2017, *Mediasi Penyelesaian Sengketa Melalui Pendekatan Mufakat*, Jakarta : Raja Grafindo Persada, P. 1.

²⁷ Nurnaningsih Amriani, 2012, *Mediasi Alternatif Penyelesaian Sengketa Perdata di Pengadilan*, Jakarta : Raja Grafindo Persada, P. 12

²⁸ Frans Hendra Winarta, 2012, *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia dan Internasional*, Jakarta : Sinar Grafika, P. 1-2.

this decision can lead to a new dispute if one of the parties is not satisfied with the decision. In this way, the dispute resolution process can be time-consuming, uncertain, and relatively expensive because the number of employees on duty is not proportional to the number of problems that must be handled. There are levels of legal remedies that need to be taken so that this process will take longer. This level begins with the District Court at the first level, then the District Court at the appellate level, then the cassation at the Supreme Court, and the judicial review as a last resort.

b. Non-Litigation (out of court)

Non-Litigation dispute resolution, commonly referred to as alternative dispute resolution (Alternative Dispute Resolution), is regulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Meanwhile, the definition of Alternative Dispute Resolution according to Article 1 point 10 is a dispute resolution institution or difference of opinion through a procedure agreed upon by the parties, namely an out-of-court settlement through consultation, negotiation, mediation, conciliation, or expert judgment. This method is an alternative to reduce the buildup of disputes that need to be handled by the courts. Based on Article 1 point 10 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, there are five ways of resolving Non-Litigation disputes, namely:

- 1) Consultation
- 2) Negotiation
- 3) Mediation
- 4) Conciliation
- 5) Expert Rating

Meanwhile, in the Shopeepaylater agreement Article 6 paragraph (2), it is explained that in the event of a dispute between the parties, it will be resolved through non-litigation channels, namely by mediation between the parties, if this method does not reach an agreement then it will be resolved through arbitration held by the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK).

Conclusion

After researching Shopeepaylater and the discussion in previous chapters, the conclusions that can be drawn from this research are:

- a. The legal position of the parties in Shopeepaylater is that the user acts as a loan recipient and the Shopee party acts as the lender. Furthermore, the parties have their respective rights and obligations written in the agreed agreement. The agreement is domiciled as a rule or law for the parties who have agreed to it. In this case, the agreement used is anonymous (Onbenoemd Overeenkomns) and uses the principle of freedom of contract.
- b. Legal protection in Shopeepaylater uses repressive or settlement protection methods generally. This protection is in fines, imprisonment, and other additional penalties. For Shopee, he uses a settlement method by imposing a penalty in the form of a fine of 5% of the fee paid by Shopeepaylater users who experience delays in fulfilling the costs that Shopeepaylater users must pay. As for the legal consequences when doing Default following the agreed agreement, the Shopeepaylater service user will have their Shopeepaylater limit reduced, their Shopee account frozen, and limited use of vouchers when shopping at Shopee, and record late payments in the OJK SLIK (Information Service System). Financial Services Authority Finance).

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