

# The Urgency of Legal Protection for Online Loan Service Users

Fathul Hamdani<sup>1,\*</sup>, Ana Fauzia<sup>2</sup>

<sup>1</sup> Faculty of Law University of Mataram, Indonesia

<sup>2</sup> Faculty of Law University of Muhammadiyah Malang, Indonesia

\*Corresponding author. Email: [fhmdnny@gmail.com](mailto:fhmdnny@gmail.com)

## ABSTRACT

Along with the development of information technology in various fields, it has brought new breakthroughs, one of which is in the lending and borrowing sector. The lending and borrowing process that was originally conventional is now also developing towards digital or which is known as online loans. Especially in the midst of the Covid-19 pandemic which has also not been completed, not only because of the limited space for movement, but the people's economy has also declined. Then, it requires people to look for various ways to meet their needs, one of which is by making online loans. However, the problem is that there is still no regulation that can cover up for online loan service users, because the development of a technology-based industry should not only provide convenience but also provide security to the people. Therefore, the main objective of this study focuses on analysis related to the urgency of legal protection for users of online loan services in the context of legal development in Indonesia and access to guarantees of justice and protection of human rights. In this study, the method used is normative juridical using statutory, conceptual and case approaches. The results of the research present an idea in efforts to develop and reform the law in Indonesia, especially in relation to public access to legal certainty, and protection of human rights in achieving justice and equality before the law.

**Keywords:** *Online Loans, Legal certainty, Protection of Law and Human Rights.*

## 1. INTRODUCTION

The high demand from consumers has led to the proliferation of new online loan services. The ease of making transactions makes people even more tempted by fast and easy loans. Through entering the personal data and a few other requirements, the loan funds will be disbursed only for a few minutes. Especially, in the midst of the unfinished Covid-19 pandemic, where the people's economy is getting squeezed, it is increasingly encouraging people to look for easy loan services without prior collateral. It also makes illegal online loan services appear more and more, and even tends to increase in growth. This illegal online loan takes advantage of the economic difficulties of the people affected by the corona virus outbreak.

In the January to March 2020 period, the Investment Alert Task Force still found 508 peer to peer lending [1] or illegal online loans that were not registered with the Financial Services Authority (OJK). If it is calculated since 2018, until 2020, the total of 2406 illegal borrowers have been found [2]. The existence of this illegal loan is

very disturbing to the public, the main problem is seen in the complaint data from the Indonesian Consumers Foundation (YLKI) which notes that there are 39.5% complaints about unregulated collection methods, one of which is by using a third party as a debt collector [3].

Some cases are even concerning, such as the February 2019 incident, where a taxi driver died by hanging himself due to being in debt and being chased by a loan collector. Another case was a housewife who attempted suicide because of a debt problem of Rp 500.000,00 through loan. Another form of violation is the loss of user privacy because the company used the user's personal data in an inappropriate manner with the intention of improper use [4].

Financial Services Authority has actually blocked a lot of illegal lending, but new illegal lending continues to emerge, one of the reasons is the ease of technology that makes the development of illegal loan applications easy to do. On the other hand, there are still many people who are easily tempted by illegal loan offers. Easy, fast and practical are the slogans commonly offered by illegal loans, even though there is a dangerous risk behind the

slogan [5]. The state, through the Financial Services Authority, actually has legal instruments to regulate lending, namely the Financial Services Authority Regulation Number 77 / POJK.01 / 2016 concerning Information Technology-Based Lending and Borrowing Services, and an Agency Alert Task Force has even been formed, with the membership of the Financial Services Authority and other agencies.

However, in the context of legal protection for consumers or users of online loans services, both legal and illegal, the regulation of Financial Services Authority is actually not enough. Because this regulation in general only regulates online loan companies, not regulating how to protect users of online loan services. Considerate by how legal protection for online loan service users is still weak, especially against violations that occur to users of illegal online loan services because they aren't covered by Financial Services Authority, it is very important to revise the existing regulations in order to accommodate the rights of the online loan users that are violated by these online loan service providers. So that in an effort to provide protection for human rights and human rights of citizens, especially the right to feel safe and comfortable, the right to legal certainty, and the right to equality before the law, it is not enough that the provisions related to protection of online loan service users are not sufficiently regulated only through regulations Financial Services Authority itself.

Therefore, in this study the author seeks to establish how the validity or legality of online loans made in illegal online loan companies and constructs the concept of legal protection for users of online loan services, especially users of illegal online loan services.

## **2. RESEARCH METHOD**

In this study, the method used is normative research using statutory, conceptual and case approaches. The statutory approach in question is laws and regulations relating to the protection of human rights and the rights of citizens, in particular the protection of users of online loan services. Then in a conceptual framework, the author examines concepts related to the responsibility of the state in providing legal protection to users of online loan services. While in the case approach, the author provides an analysis of the urgency of legal protection for online loan service users in terms of cases that occur and data that supports why legal protection for online loan service users is important.

## **3. FINDINGS AND DISCUSSION**

### ***3.1. The Legality of Illegal Online Loans***

The lending and borrowing provisions are regulated in Article 1754 of the Civil Code which states that: "Borrow-and-use is an agreement, which specifies the first party submitting goods that can be used up to the second party with the second condition that the goods

will be brought to the first amount and the second amount."

Furthermore, because of the form of an agreement, it is necessary to pay attention to the provisions of Article 1320 of the Civil Code which states that the four conditions that are valid for the agreement are 1) There is an agreement; 2) The ability to make agreements; 3) A certain thing; 4) A cause that is prohibited. Then the agreement that has been made and agreed upon by the parties takes effect as law and binds the parties that make the agreement in accordance with the provisions of Article 1338 of the Civil Code (The Principle of *Pacta Sunt Servanda*).

As an analogy, these illegal online loans have very similar characteristics to loan sharks. The term of loan shark has a negative connotation in accordance with the Big Indonesian Dictionary. In this case, people actually have the awareness and choice to make loans through moneylenders or to official institutions. As with illegal online loans, prospective borrowers also have the awareness to choose to borrow through illegal online loans or online loans registered with the Financial Services Authority. If you look at the provisions and discussion above, people who have borrowed on illegal online loans, then the status of the loan will still be legal and legal as an agreement because the borrower has consciously entered into a lending and borrowing agreements with an illegal online lender [6].

### ***3.2. Legal Protection for Online Loan Service Users***

According to Locke (1632 - 1704), in the state of nature, humans already have natural rights that cannot be contested, namely the right to life, free rights, property rights, and the right to happiness. Furthermore, according to Locke, in natural conditions, there is a state of security, peace, and mutual understanding between individuals [7].

So that in the context of a state, each individual then makes a social agreement (society) to create a state (*pactum unionis*). This agreement was then followed by an agreement between individuals and countries that had been formed through the *pactum unionis*. So that the agreement then appears as a *pactum subjectionis*, namely an agreement between individuals and the state which will regulate the state's responsibility to provide protection for individuals or all members of the citizens [8].

The form of social agreement as intended above, in Indonesia is manifested in the form of a constitution, namely the 1945 Constitution of the Republic of Indonesia as the highest legal norm (*Staatsfundamentalnorm*) which is also the highest form of social agreement between citizens and citizens and citizens with the state. The existence of a constitution as a form of the highest social agreement, especially between the state and citizens, gives the responsibility to

the state to protect and enforce basic principles related to human rights and the rights of citizens (Article 28I paragraph (4) of the 1945 Constitution of the Republic of Indonesia).

In addition, the appearance of the people's sovereignty as the supreme of authority is based on a principle that says "*solus populous supreme lex*", the interests of the people are the highest law. It is strengthened by the affirmation of people's sovereignty in our constitution. Article 1 Paragraph (2) of the 1945 NRI Constitution states that, "Sovereignty is in the hands of the people and is exercised according to the Constitution". The affirmation of the people as the holder of the highest sovereignty through the constitution in order to ensure that all policies which is taken by the policy makers must always be based on the interests of the people. It is because the responsibility of the state in providing protection, upholding and fulfilling human rights and also the rights of citizens is one of the characteristics of a rule of law [9].

One form of protection of human rights and the rights of citizens of this country is the right to feel safe, legal certainty, and the right to equality before the law, which in this case is for users of online loan services. Users of online loan services in this case are entitled to the right to guarantee, protection, certainty, and equality before the law as mandated by Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia Jo. Article 3 paragraph (2) Law no. 39 of 1999 concerning Human Rights.

Seeing the provisions above, consumers as users of a product or service have rights to obtain the legal protection. Legal protection for consumers is basically regulated in Law no. 8 of 1999 concerning consumer protection, but specifically related to consumer protection in the financial services sector, it has been regulated in the Financial Services Authority Regulation No.1 / POJK.07 / 2013 concerning Consumer Protection in the Financial Services Sector.

Consumer protection is a term used to describe the legal protection provided to consumers in an effort to meet their needs from things that are detrimental to consumers. Consumer protection basically covers a variety of topics, not only limited to product obligations, privacy rights, unfair business practices, fraud, misrepresentation, other business or consumer interactions [10].

Consumer protection in the financial services sector seeks to protect consumers and financial service business actors [11]. The term consumer comes from the translation of the word consumer (English-American) or *consumenten/konsument* (Dutch). The definition of consumers according to the Black Law Dictionary is [12]: "a person who buys goods or service for personal, family, or house hold use, with no intention or resale; a natural person who use products for personal rather than business purpose. "

Meanwhile, based on Article 1 number 2 of the Financial Services Authority Regulation No.1 / POJK.07 / 2013 concerning Consumer Protection in the Financial Services Sector, the definition of consumers is the parties who place their funds and / or utilize the services available at the Financial Services Institution, among others. other customers in banks, investors in the capital market, policyholders in insurance, and participants in pension funds, based on the laws and regulations in the financial services sector.

Consumer protection in the financial services sector is regulated and supervised by the Financial Services Authority. The Financial Services Authority is an independent institution that was inaugurated on July 16, 2012 in accordance with the original mandate of Article 34 of Law Number 3 of 2004 concerning Amendments to Law Number 23 of 1999 concerning Bank Indonesia. The regulation regarding the Financial Services Authority has been regulated in Law No. 21 of 2011 concerning the Financial Services Authority.

Based on the Article 4 of Law No.21 of 2011 concerning the Financial Services Authority, the Financial Services Authority has the objective of protecting consumers and the public in the financial services sector. Basically, the Financial Services Authority has 2 (two) functions, namely the function of regulating and supervising financial service activities in the banking sector, capital market, insurance, pension funds, financial institutions and other financial service institutions (Article 5 of Law No. 21 of 2011 concerning the Financial Services Authority). The Financial Services Authority in carrying out its regulatory function has the authority to stipulate regulations and decisions of the financial services authority based on Article 8 letter C of Law No.11 of 2011 concerning the Financial Services Authority.

The Financial Services Authority to carry out regulatory functions in protecting peer to peer lending users, specifically regarding peer to peer lending in the Financial Services Authority Regulation No.77 / POJK.01 / 2016 concerning Information Technology-Based Lending and Borrowing Services. Even though the government has issued regulations regarding information technology-based lending and borrowing services through POJK Number 77 / POJK.01 / 2016 concerning Information Technology-Based Borrowing and Lending Services, but this regulation is not sufficient yet to be used as a legal protection in providing protection to users of online loan services, especially illegal online loan service users. It is because The Regulation of POJK Number 77 / POJK.01 / 2016 only regulates regulations for online loan companies in general, but does not regulate how the enforcement mechanism for violations or abuses committed by online loan companies against online loan service users.

Based on Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE), it

hasn't specifically regulated with regard to legal protection for users of online loan services, especially illegal online loans. The ITE Law is only limited to regulating legal protection and sanctions against personal data violations, the provisions are regulated in Article 26 juncto Article 32 ITE Law. The responsibility of the electronic system provider to protect a person's personal data is also regulated in Article 14 of Government Regulation Number 71 of 2019 about the Implementation of Electronic Systems and Transactions. In addition, the protection of personal data is also specifically regulated in Financial Services Authority Regulation No. 77/POJK.01/2016. However, some provisions such as loan interest limits have not been regulated at all, so that online loan service providers apply interest at will in practice. Then it relates to supervision of online loan companies, especially those that have not been registered and even very minimal. In addition, borrowers also do not have adequate assessments when borrowing, so they can borrow from more than one online loan company.

Jakarta Legal Aid Institute (LBH Jakarta) lawyer, Jeanny Silvia S. Sirait, said that as of February 2019, Jakarta Legal Aid Institute had received reports regarding online loans of up to three thousand more. From the total reports submitted, Jeanny said that there were fourteen types of violations that have been summarized by Jakarta Legal Aid Institute. The majority of reports that are submitted are regarding the lack of information provided by business actors regarding the lending and borrowing process, such as interest rates and administrative costs. Then the complaints that come to Jakarta Legal Aid Institute are related to the high interest and administrative costs, the billing process in which there are criminal acts of slander, fraud, threats and dissemination of personal data to the point of sexual harassment [13].

The lack of legal protection for users of online loan services has even claimed a death toll. In February, a taxi driver with the initials Z was desperate to end his life after being caught in debt with an online loan application of Rp 500 thousand. This event is certainly a danger signal to consumers and should be a concern for the government [14].

In addition, Jakarta Legal Aid also noted that up to 2018 there were 195 loan victims with cases including the following [15]: 1) The victim was asked to dance naked on the railroad tracks to pay off the loan, 2) The victim was threatened with death because he/she could not pay off his/her loan, 3) The victim was dismissed by his/her superior, because the borrower was collecting debts from the boss, 4) The victim was forced to resign from the office, because he/she was ashamed that the loan was asked to collect from a colleague. 5) The victim is accused of divorce, because the loanee is asking the parents-in-law, 6) The victim made an effort to sell the kidney because the loan interest was very high, and 7) The victim attempted suicide by drinking kerosene because the interest on the loan was very high.

Thus, based on this condition, the existence of Financial Services Authority's Regulation No. 77/POJK.01/2016 has not been able to solve the problems related to law violations committed by online loan companies. Therefore, in order to provide protection, guarantee of legal certainty and justice for online loan service users, it is necessary to formulate a clear regulation that can be used as a legal protection by online loan service users when there are violations committed by online loan companies, so that people can get benefit from online loans.

Based on the Article 1 number 4 POJK No. 77 / POJK.01 / 2016 itself explains the definition related to online loans, namely [16]: "Information Technology-Based Lending and Borrowing Services, hereinafter referred to as FinTech Lending, is the provision of financial services to bring lenders together with loan recipients in the context of conducting a loan and borrowing agreement in rupiah currency directly through an electronic system using the internet network".

In addition, in relation to the licensing for the online loan companies, based on the Article 7 POJK No. 77 / POJK.01 / 2016 explained that, online loan companies as providers are required to apply for registration and licensing to the Financial Services Authority. Then, based on the Article 10, explains that after being registered with the Financial Services Authority, online loan companies are required to apply for a license within a maximum period of 1 (one) year from the date of registration with the Financial Services Authority.

Then in this POJK regulation, there are several clauses that allow online loan companies to be periodically monitored by the Financial Services Authority, namely:

1. Online loan companies are required to provide an audit trail record of all their activities in the Information Technology-Based Borrowing and Lending Service Electronic System for the purposes of law enforcement, dispute resolution, verification, testing, and other examinations (Article 27 POJK No. 77 / POJK.01 / 2016).
2. Online loan companies are required to submit monthly and annual reports containing financial performance, performance, user complaints (Article 45 POJK No. 77 / POJK.01 / 2016).

So that if you look at the provisions above, which is based on the POJK No. 77 / POJK.01 / 2016, actually it has regulated in detail how the flow must be taken for online loan companies to run their business. However, the problem is that this regulation does not explain the flow or mechanism that can be taken when there are legal violations experienced by users of online loan services.

In response to this, the Financial Services Authority with the Ministry of Trade, Ministry of Communication and Information, Ministry of Cooperatives and Small and Medium Enterprises, the Attorney General's Office, the Indonesian Police, and the Investment Coordinating

Board (BKPM) then agreed to strengthen cooperation within the investment Alert Task Force to prevent and deal with rampant illegal investment offers and practices, including to deal with illegal online loans.

The Investment Alert Task Force has the function of preventing and handling illegal actions in the field of raising public funds and managing investments and illegal online loans. In general, preventive activities are carried out by means of education and outreach as well as monitoring of potential allegations of illegal action. Handling activities are generally carried out by inventorying, analyzing, stopping / obstructing illegal actions in the field of collecting public funds and managing illegal online investments and loans, examining suspected violations, browsing potentially detrimental sites and preparing recommendations for follow-up treatment [17].

The result is, since the period August 2018 to the end of 2019 there have been 4,020 illegal technology finances including illegal online loans that have been blocked by the members of the Investment Alert Task Force, namely the Ministry of Communication and Information. Even blocking so many accounts have been carried out, but new illegal online loans continue to emerge, It is possible because technologically it is not difficult. Practically, even the developer's application of online loan have been blocked, but they still can easily develop online loan applications again by referring to the same application source code (copy and paste), making a little customization at the end by providing a newest online loan name or brand [18]

Therefore, it is necessary to immediately conduct a review of the existing regulations, so that the newest legal protection can be formed. In considering that legal protection for online loan service users has not been regulated in Law Number 8 of 1999 concerning Consumer Protection, in addition to tightening online loan licensing, but also to review in terms of legal protection for online loan service users, both regarding the registration mechanism at Financial Services Authority, interest limits, personal data collection, billing, reporting, to specific issues related to the legal process mechanism in the Police. So that it will make the online loan industry healthier and more conducive. Here, legal instruments are not intended to kill the business of business actors, but instead encourage a healthy business climate and create a strong and competitive company.

On the other hand, the regulations related to the use of debt collectors in collecting peer to peer lending (online loans) have not been regulated by the Financial Services Authority, they are only regulated in the Code of Conduct made by the Joint Funding Fintech Association (AFPI). The non-regulation regarding the use of debt collectors creates an unclear legal position and legal uncertainty for users of online loan services. Therefore, the Financial Services Authority is obliged to form a Financial Services Authority Regulation related to the use of debt collectors and collection procedures by

debt collectors in collecting peer to peer lending loans, even though they have appointed the Collective Funding Fintech Association to form a code of conduct to create legal certainty. The dispute resolution, especially for the online loans, is expected by the Financial Services Authority to immediately form an Alternative Dispute Resolution Institute in the online loan field [19].

In addition to the instruments and the existence of related legal institutions, consumer education is needed which aims to change consumer behavior. One of the most important aspects of consumer protection is the provision of counseling and education. This though departs from the fact that consumer protection is closely related to the problem of the attitudes of the consumers themselves. The education referred to, for example, the education which is related to the importance of understanding the contents of the loan and loan agreement in detail that is regulated by the online lender. Given that an agreement has been made and the money has been transferred and even used, it is rather difficult for consumers to restore the situation to its original state.

Then related to the protection of users' personal rights. Given that Privacy is part of the Human Rights, as contained in Article 12 of The Universal Declaration of Human Rights 1948, states that: "No one should be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attack on his honor or reputation. Everyone has the right to the protection of the Law such interferences or attacks."

In this case, privacy is not only protected by the law but also includes cultural norms, ethics and business or professional practices [20]. For this reason, people need to be educated, that personal data also includes human rights that are protected by law, education needs to be carried out consistently because Indonesian people are classified as communal people whose lives are very open and are accustomed to easily trusting others [21].

To ensure that education runs consistently (periodically), directed and measured, therefore it is necessary to make formal regulations. As Roscoe Pound argues, law as a tool of social engineering, which means that law is not only a collection of abstract norms or legal order, but also a process to balance interests and conflicting values. This process will create a new balance and make an engineered society towards a new, better state [22]. It is in line with Mochtar Kusumaatmadja's opinion who said that law functions as a means of forming or developing society that can shape society towards new views [23].

Thus, the existence of law, in this case is a regulation related to legal protection for online loan service users, in addition to being a collection of abstract norms or legal order, but also as a means for the formation or development of society, as a tool that creates a balance of interests. society is headed for a better condition, namely reaching the ideals of law in the future, which is able to accommodate human rights and the rights of citizens.

#### 4. CONCLUSION

Based on the discussion above, the author concludes as follows: First, in relation to the legality of illegal online loans, that these illegal online loans have similar characteristics to loan sharks. In this case, people actually have the awareness and choice to make loans through moneylenders or to official institutions. Likewise with illegal online loans, prospective borrowers also have the awareness to choose to borrow through illegal online loans or online loans registered with the Financial Services Authority. So from here, it can be concluded that people who have borrowed on illegal online loans, then the status of the loan will remain valid and legal as an agreement because the borrower has consciously entered into a loan and loan agreement with an illegal online lender. Second, the existence of POJK No. 77 / POJK.01 / 2016 concerning Information Technology-Based Borrowing and Lending Services is not sufficient to be used as a legal protection in providing protection for online loan service users. Likewise, with several other relevant laws and regulations such as the Information and Electronic Transaction Law, the Consumer Protection Law, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, is also not enough to be used as an instrument in providing maximum legal protection to users of online loan services, especially users of illegal online loan services. So it is necessary to form specific regulations regarding legal protection for online loan service users, both with regard to mechanisms registration at Financial Services Authority, interest limits, personal data collection, billing, reporting, to specific issues related to legal process mechanisms at the Police.

#### ACKNOWLEDGMENTS

The author's gratitude goes to Allah SWT. who has given abundant blessings so that the author can finish this article. The author's gratitude goes to parents and family who always provide support in every activity that the author participates in.

#### REFERENCES

- [1] Sumit Agarwal, Jian Zhang, FinTech Lending and Payment Innovation: A Review, *Asia-Pacific Journal of Financial Studies*, 2020, pp. 1-15.
- [2] Siaran Pers Satgas Waspada Investasi, SP 02/SWI/III/2020.
- [3] CNN Indonesia, "YLKI Sebut Pinjaman Online Menagih Pinjaman di Luar Aturan", <https://www.cnnindonesia.com/ekonomi/20200114135318-78-465208/ylki-sebut-pinjaman-online-menagihpinjaman-di-luar-aturan>, accessed May 5, 2021.
- [4] Rayyan Sugangga dan Erwin Hari Sentoso, Perlindungan Hukum terhadap Pengguna Pinjaman Online (Pinjol) Ilegal, *Pakuan Justice Journal of Law*, vol. 1, no. 1, 2020, pp. 48.
- [5] *Ibid.*
- [6] *Ibid.*, pp. 50-51.
- [7] W. Friedmann, *Legal Theory*, fifth edition, Columbia University Press, New York, 1967, pp. 123.
- [8] Mariam Darus Badruzaman, Hak-Hak Azazi Manusia menurut Undang-Undang Dasar 1945 dan Penjabarannya di dalam Hukum Perjanjian Nasional, *Jurnal Hukum dan Pembangunan*, vol. 11, no. 1, 1981, pp. 16-17.
- [9] Undang-Undang No. 39 Tahun 1999 tentang Hak Asasi Manusia, no. 39, Republik Indonesia, 1999.
- [10] Sari Murti W. dan Johannes Widijantoro, The Role of Financial Services Authority in the Consumer Protection Amid the Growth of Fintech Industry in Indonesia, *Mimbar Hukum*, vol. 31, no. 2, 2019, pp. 299.
- [11] Peraturan Otoritas Jasa Keuangan No. 1/POJK.07/2013 tentang Perlindungan Konsumen Sektor Jasa Keuangan, no. 1, Republik Indonesia, 2013.
- [12] Bryan A. Garner, *Black's Law Dictionary*, hal. 335, as quoted in Zulham, *Hukum Perlindungan Konsumen*, Kencana Prenada Media Group, Jakarta, 2013, pp. 15.
- [13] Andi Arvian Agung, Erlina, Perlindungan Hukum terhadap Konsumen Pengguna Jasa Pinjaman Online, *Alauddin Law Development Journal*, vol. 2, no. 3, 2020, pp. 439.
- [14] *Ibid.*
- [15] LBH Jakarta, "Jahatnya Pinjaman Online", <https://www.bantuanhukum.or.id/web/tag/pinjol/>, accessed May 6, 2021.
- [16] Peraturan Otoritas Jasa Keuangan No. 77/POJK.01/2016 tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi, no. 77, Republik Indonesia, 2016.
- [17] Otoritas Jasa Keuangan, "Fungsi dan Tugas Satgas", <https://www.ojk.go.id/waspada-investasi/id/tentang/pages/Fungsi-dan-Tugas-Satgas.aspx>, accessed May 6, 2021.
- [18] Rayyan Sugangga dan Erwin Hari Sentoso, *Op.cit.*, pp. 54.
- [19] Deza Pasma Juniar, Agus Suwandono, dan Helitha Novianty Muchtar, Perlindungan Hukum terhadap

Konsumen Peer To Peer Lending atas Perbuatan Melawan Hukum yang Dilakukan oleh Debt Collector, *Jurnal Hukum*, vol. 3, no. 3, 2020, pp. 116.

- [20] Danrivanto Budhijanto, *Big Data Yurisdiksi Virtual*, LoGoz Publishing, Bandung, 2017, pp. 101.
- [21] Sri Ayu Astuti, *Era Disrupsi Teknologi 4.0 dan Aspek Perlindungan Data Hak Pribadi*, *Pakuan Justice Journal of Law*, vol. 1, no.1, 2020.
- [22] Donald Albert Rumokoy, Frans Maramis, *Pengantar Ilmu Hukum*, Raja Grafindo Persada, Jakarta, 2017, pp. 36.
- [23] *Ibid.*, pp. 37.