



Legal Protection for Emergency Call Parties Related to Unfulfilled Achievements in Fintech Transactions Based P2P Lending

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Abstract. Currently, technology is developing rapidly with the latest innovations, one of them in the field of financial services. With the advent of peer to peer lending-based financial technology in the form of online loan provider services using only smartphones, and the way of submission is quite easy. However, behind an easy submission, there is considerable interest and even if the debtor can't pay off the loan, the creditor will take a unilateral decision by disseminating the personal data of the debtor. Many people complain about the dissemination of personal data by online loan service providers without the consent of the owner of the personal data. Before making a loan, the debtor must complete the requirements in making online loan applications such as identity card, selfie with identity card, job data, cellphone numbers, to emergency calls as guarantor. It isn't only the borrower's personal data that is misused, even the privacy rights of emergency calls are often misused by online loan service providers. This research was conducted to review the legal protection of emergency call parties who are used as guarantor, by the debtor, without the approval of the emergency call, in the online loan application.

Keywords: Legal Protection · Online Loans · Emergency Call · Fintech · Peer to Peer Lending

1 Introduction

The financial system plays a very important role in the country's economy, such as financial services run by financial institutions. In this era, technology is growing rapidly with the latest innovations, one of which is in the field of finance. This can be seen by the many emerging financial services in the fields of banking and non-banking. The banking sector is very important in the progress of the country's economy.

The financial technology industry provides innovative financial services by combining the use of modern technology. The emergence of financial technology is widely welcomed in the community because it facilitates access. Financial technology is a layer of startup companies that aim to maximize the use of technology in the field of financial services that provide convenience in the process of financial transactions in the community, particularly among money loan service providers.

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Financial technology, more specifically, the financial system's use of technology to produce the most recent commercial innovations that will affect economic progress (Article 1 Paragraph 1 19/12/PBI/2017). The emergence of financial technology firms intensifies competition among other financial industries, including banks. This makes it harder for financial technology services to offer creative ideas with a relatively simple process. Many types are included in the financial technology industry. One of them is peer-to-peer lending, which is commonly called online lending.

An online loan service provider is a loan system that uses a platform, such as smart-phones, that can be accessed online through the application. During the application, approval, and disbursement of funds processes, notifications by SMS or email are sent to the borrower. The existence of this system does provide convenience to the community, because it can be accessed from anywhere, especially the ease of occupation of living in remote areas, without having to meet to make transactions. The application process requires some personal data that must be completed in order to apply for an online loan, such a selfie with an identity card, work data, and mobile phone number.

Before the invention of online loan applications, people who wanted to get a loan had to visit a bank or another financial institution, and the processes are quite complicated and must meet the requirements that banks or other financial institutions have set. Particularly in Indonesia, there are various online loan applications. The existence of online loan applications provides convenience for people who want and need a loan of funds. But, people should be wise in choosing between legal and illegal online loan applications because many emerging illegal online loan applications offer high disbursements, but in fact the disbursement is not in accordance with the promised low interest rate and the fast tenor of time.

During the coronavirus (Covid 19) pandemic, illegal online lending services continued to emerge and do very much. In particular, illegal online loans take advantage of the economic difficulties of people affected by the coronavirus outbreak. If people are not careful, they can be persuaded to use illegal online loans and potentially add to the problem. The existence of illegal online loans is very troubling to the public. There are complaints against the way of billing that is not in accordance with the rules, one of which is using third parties as debt collectors.

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Behind the convenience offered by online loan service providers, there are many problems, including the occurrence of actions that do not comply with the rules when collecting debtor debt. When a borrower (debtor) can't pay back a loan, online loan service providers are often criticized for sharing his or her personal information without permission.

Actions are taken by sending messages to emergency contacts, or all of the borrower's telephone contacts, messages are sent related to the borrower's personal data, the amount

of borrowed and interest, and the provider also notifies the person concerned to pay off his debt.

The problem is even more complicated when online loan service providers call emergency calls. Actions taken by online loan service providers are unexpected. Emergency call parties often receive bad words and even get threats from online loan providers. In fact, the emergency call party does not know anything about the loan agreement made between online loan service provider (creditor) with the borrower (debtor). Actually, before submitting a loan in the application, the borrower is required to agree that every contact on the telephone number can be used as an emergency call.

The actions taken by the borrower are unilateral agreements that should not be done (Article 1313 of the Civil Code), where the agreement is made between parties that will give legal consequences. If someone has nothing to do with the agreement, then the agreement is invalid because the emergency call was registered or approved unilaterally by the person who will do the loan online.

Legal protection is very important for emergency call parties. Therefore, researchers conducted a research entitled "Legal Protection For Emergency Call Parties Related To Unfulfilled Achievements in Financial Technology Transaction Based Peer To Peer Lending".

From the description above, the author formulates the problem by looking at the legal problems that occur as follows:

1. How is the legal protection of emergency call parties, if financial technology transaction achievements are not met?
2. Can financial technology service users register an emergency call list without permission from the emergency call party?

2 Legal Materials and Methods

From the above legal issues, the researchers used an empirical juridical approach in this study, by looking at social symptoms, using primary data that exist in the field normative provisions in the community related to the law related to the object of research related to legal protection for emergency call parties whose data is included in the loan process.

Empirical juridical approach in this study by studying the laws and regulations of the law, analyzing legal problems in the field of financial technology and with conceptual approaches that provide a point of view, analyzing the resolution of the problem behind.

Legal materials used there are two types. The first is the primary legal materials relating to the rule of law related to personal data and online loan services based on information technology such as the 1945 Constitution, Civil Law, Law Number 8 of 1999 on Consumer Protection, Law Number 39 of 1999 on Human Rights, Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 on Information and Electronic Transactions, Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, PBI Number 19/12/PBI/2017 Regarding the Implementation of Financial Technology. The second is the secondary legal materials in the form of literature or books, international and national journals, as well as other literature related to the discussion of legal protection of emergency calls.

3 Result and Discussion

The existence of big data, the internet, and block chains in the current era of industrial revolution 4.0, which are the newest systems in today's modern world. People can easily do things by controlling things from anywhere just by using smartphones that have access to the internet.

The financial industry is one of the areas that is experiencing significant changes due to the development of digital technology today. Thanks to the development of technology, various financial activities can be done more easily and practically so as to save time and effort. One such change is the emergence of financial technology. Financial technology is emerging as people's lifestyles change today. Financial technology greatly influences the community by providing access to financial services, making transactions more practical and effective. In other words, the payment system becomes more efficient and economical but still effective, as well as helping trade transactions with the advent of financial technology. But in the financial services industry is now very closely related to the use of electronic personal data. Various risks are associated with the use of information technology.

The development of digital technology in the field of finance gave birth to a startup. Startups are modern technology companies in e-commerce, financial technology, and others. The influence of technology and internet developments in the financial industry is the birth of e-commerce. The capital market authorities created an online trading system.

One type of financial technology, which is online loan services, is now on the rise in Indonesia. Indonesians are now given easy access to online lending services. However, with the ease of the technology-based money loan process, many online loan service providers are irresponsible, meaning illegal loan service providers. If illegal loan service providers take huge profits or the interest given to borrowers is unreasonable, the impact will be detrimental to the borrower (consumers), which will threaten the country's economy.

3.1 Legal Protection for Emergency Call Parties Related to Unfulfilled Achievements in Financial Technology Transaction Based Peer to Peer Lending

The law aims to protect its citizens for the survival of its citizens, which means legal protection also with the purpose of the law. In the financial technology business, the legal protection given to the community is to maintain the security of their personal data. Legal protection relates to that person's privacy data. In the financial technology business OJK plays an important role as a supervisory agency that is supposed to protect consumers from their losses.

People live socially, depend on each other, and in human life it must be related to the law. Without us realizing it, we as human beings must have taken legal action. The birth of legal relations (*recht betrekkingen*) stems from legal action with interactions between legal subjects that have legal causes. In legal relationships, there are rights and obligations between two or more subjects that, if violated may be prosecuted in court.

Indonesia is a country of law where the state is obliged to provide legal protection to its people (Paragraph 4 of the Constitution of the Republic of Indonesia 1945). Everyone

is entitled to the same position before the law, which means they are entitled to recognition and protection (Article 28 D Paragraph 1, Constitution of the Republic of Indonesia 1945).

Legal protection is an effort to protect with recognition of human rights in order to prevent arbitrary actions in accordance with the provisions of applicable law. Legal protection is closely related to the principle of state law. The state of law is obliged to provide protection to its people in the presence of Human Rights.

Protection of privacy data is set forth in the (Article 28 G Constitution of the Republic of Indonesia 1945) which mentions the protection of one's privacy data rights, but not clearly, this makes people in Indonesia anxious. However, the provision only regulates the scope of human rights protection, more clearly stipulated in the article, namely:

1. Law Number 8 of 1999 about Consumer Protection

According to Article 1 paragraph (2) of Law Number 8 of 1999 about Consumer Protection, that is:

“Every user of goods and/or services available in the community, whether for the benefit of oneself, family, others, or other living beings and not for trading.”

According to Article 2 of Law Number 8 of 1999 about Consumer Protection, that is:

“Consumer protection on the basis of benefits, fairness, balance, safety and security of consumers, and legal certainty.” From the provisions of the legislation from above, consumer protection should also include the protection of one's personal data

2. Law Number 39 of 1999 about Human Rights

According to Article 29 paragraph (1) of Law Number 39 of 1999 about Human Rights, that is:

The importance of personal privacy rights in today's digital age, where information exchange is very fast and easy to circulate, it is necessary to recognize privacy data that states that the right to privacy is part of Human Rights.

“Everyone has the right to personal, family, honor, dignity, and property protection.”

3. Law Number 23 of 2006 about Population Administration

According to Article 1 paragraph (9) of Law Number 23 of 2006 about Population Administration, that is:

“Population Data is individual data and/or structured aggregate data, this is the result of Population Registration and Civil Registration activities.”

According to Article 1 paragraph (22) of Law Number 23 of 2006 about Population Administration, that is:

“Personal Data is certain personal data that is stored, maintained, and retained its truth as well as its confidentiality is protected.”

According to Article 2 C of Law Number 23 of 2006 about Population Administration, that is:

“Every Resident has the right to obtain protection of its Personal Data.”

4. Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 about Information and Electronic Transactions

According to Article 1 paragraph (5) of Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 about Information and Electronic Transactions, that is:

“Electronic Systems are a series of electronic devices and procedures that serve to prepare, collect, process, analyze, store, display, announce, transmit and/or spread the Electronic Information.”

5. Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services According to Article 26 of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

The organizer must:

- 1) Keep the confidentiality, integrity, and personal data availability, transaction data, as well as the financial data that they manages from the moment the data is obtained until the data is destroyed;
- 2) Ensure the availability of authentication, verification and validation processes that support the nonrepudiation of accessing, processing and executing the personal data, transaction data and financial data that they manage;
- 3) Guarantee that the acquisition, use, utilization, and disclosure of personal data, transaction data, and financial data obtained by the organizer must be based on the owner’s approval of personal data, transaction data, and financial data, unless otherwise provided by the provisions of the laws and regulations;
- 4) Providing communication media other than Electronic System Information Technology- Based Money Lending Services to ensure the continuity in customer service that can be in the form of electronic mail, call centers, or other communication media; and
- 5) Notify in writing to the owner of personal data, transaction data, and financial data in the event of a failure in the protection of the confidentiality of personal data, transaction data, and financial data that they manage.

In accordance with the provisions of Article 26 of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money

Lending Services in points 2 and 3, it is clear that consent cannot be given on the part of the party. The consent of the owner of personal data is also indispensable.

According to Article 39 of paragraph (1) and (2) Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

- 1) The organizer is prohibited in any way from providing data and/or information about its users to third parties.
- 2) The prohibition as referred to in paragraph (1) shall be excluded in the case of:
 - a. The User gives their consent electronically; and/or
 - b. Obligated to do by the provisions of the laws and regulations
- 3) Cancellation or partial amendment of consent to the disclosure of data and/or information as referred to in paragraph (2) letter (a) shall be conducted electronically by the User in the form of electronic documents.

Clearly stating that the organizer is prohibited from disseminating consumer personal data to anyone unless, the consumer has given consent and is required by applicable regulations.

In accordance with the provisions of the legislation from above, if the organizer commits violations, then the organizer will get sanctions in accordance with Article 47 of Regulation of the Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

- 1) For violations of obligations and prohibitions in this OJK regulation, OJK has the authority to impose administrative sanctions against the Organizer in the form of:
 - a) written warning;
 - b) fines, that is obligation to pay a certain amount of money;
 - c) restrictions on business activities; and
 - d) license revocation.
- 2) Administrative sanctions as referred in paragraph
 - (1) letter b to letter d, may be imposed with or without precedence in the imposition of administrative sanctions in the form of written warnings as referred in paragraph (1) letter a.
- 3) Administrative sanctions in the form of fines as referred in paragraph (1) letter b may be imposed separately or jointly with the imposition of administrative sanctions as referred in paragraphs (1) letter c and letter d.

Various risks are associated with the use of information technology that until now could not be minimized because the financial services industry is currently very closely

related to the use of electronic personal data. In fact, online loan services provide convenience for people who want to borrow funds in a fast process. Loan service providers also benefit because they get a large interest return.

If the business actor has obtained permission from an institution such as OJK, then the online lending service business can do its business. However, there are conditions that must be met if the loan provider wants to become an online lending service provider platform, where the organizer is a financial services institution and a legal entity (Article 2 Paragraph 1 and 2, 77/POJK.01/2016).

Article 2 paragraph (1) of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology Based Money Lending Services as:

“The Operator is declared as Other Financial Services Institutions.”

While the organizer’s legal entity can be a Limited Liability Company or a cooperative, as stated in Article 2 paragraph (2) of Financial Services Authority Regulation Number 77/POJK.01/2016 about Information Technology Based Money Lending Services. According to Article 1 paragraph (3) of Regulation The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services

“Information technology-based lending and borrowing services provide financial services to bring lenders together with loan recipients rupiah currency directly through an electronic system using the internet network.”

The occurrence of unilateral actions carried out by online loan providers demonstrates the need for legal protection of borrowers (debtors). In order to achieve legal protection, strict sanctions are required in accordance with the actions that have been taken. Sanctions are able to create a sense of order and safety in people’s lives. But the fact is, the emergency call party is also in desperate need of legal protection because, in fact, the party has nothing to do with the agreement of borrowings made by borrowers and online loan service providers.

Borrowing is based on an agreement in which the creditor gives a loan to the debtor, and then the debtor is obliged to carry out his achievements by returning the goods or money agreed in the agreement (Article 1754 of the Civil Code). The protection of privacy and personal data has not been clearly regulated in the legislation, as a result of which it raises anxiety for the people of Indonesia. Security, safety, balance, safety, benefits for consumers, as well as legal certainty privacy policy is very important and should be socialized in an effort to respect and respect one’s privacy rights as a form of human rights protection.

The implementation of the loan has been (Article 18 of 77/POJK.01/2016), where the agreement is made between the organizer and the lender and the agreement is made between the lender and the borrower.

In addition, 77/POJK.01/2016 also regulates the protection of personal data stipulated in the article:

1. Article 26 77/POJK.01/2016, stating that the provider is obliged to safeguard one’s personal data, with the process of authentication, verification, where the data obtained

must be with the consent of the data owner, the organizer also at least has a call center that can facilitate consumers in communicating and informing consumers that their personal data is safe in case of default committed by the consumer. Thus, it is very clear that consent cannot be done on the side; the consent must be given by the owner of personal data. This is very necessary.

2. Article 39 paragraph (1) and (2) 77/POJK.01/2016, clearly stating that the organizer is prohibited from disseminating consumer personal data to anyone unless, the consumer has given consent and is required by applicable regulations.

In accordance with the above provisions, if the organizer commits a violation, then the organizer will get administrative sanctions (Article 47, 77 /POJK.01/2016).

3.2 Financial Technology Service Users Can't List Emergency Call as Guarantor Without Permission from Emergency Call Party Approval Lending

The process of borrowing is a treaty born of agreements in which there are rights and obligations. Under the provisions of civil law, the agreement gives birth to an agreement. There has been an agreement in the form of electronic documents and also signed electronically in the process of borrowing between the creditor and the debtor. It is expected that the borrower (debtor) does not default on its obligations, meaning that the borrower (debtor) must pay of his debt to the online loan service providers (creditors), so that there are no losses between various parties.

However, in reality, under certain conditions the borrower (debtor) defaults. Claims for compensation can be made to the indemnified party in the event of default. In Article 1365 of the Civil Code, it is clearly stated that for those who make mistakes and have caused losses, it is mandatory to reimburse the damages.

The issue of the validity or absence of agreement with the existence of justice is needed by the community, especially for consumers who are always in a weak position. The existence of a credit agreement conducted by the provider of peer-to-peer lending-based financial technology services has consequences for the new law, which is based on the Regulation of the Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services. According to Article 5 paragraph (1) and (2) of Regulation of the Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

- 1) The Operator shall provide, manage, and operate the Information Technology Based Money Lending Services from the Lender to the Borrower whose source of funds comes from the Lender.
- 2) The Organizer may cooperate with financial service providers based on information technology in accordance with the provisions of the laws and regulations.

According to Article 15 paragraph (1) and (2) of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

- 1) The borrower must be a resident of and originate from the Unitary State of the Republic of Indonesia.
- 2) The borrower as referred to in paragraph (1) shall consist of:
 - a) An Indonesian citizen; or
 - b) Indonesian legal entities.

According to Article 16 paragraph (1) and (2) of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology-Based Money Lending Services, that is:

- 1) The Lender may come from within and/or outside the country.
- 2) The Lender as referred to in paragraph (1) shall consist of:
 - a) An Indonesian citizen;
 - b) An individual foreign citizen;
 - c) Indonesian/foreign legal entities;
 - d) Indonesian/foreign business entities; and/or
 - e) International institutions.

According to Article 18 of Regulation of The Financial Services Authority Number 77/POJK.01/2016 about Information Technology Based Money Lending Services there is loan implementation, that is:

- 1) An agreement between the operator and the lender, and
- 2) An agreement between the lender and the recipient of the loan.

Terms of validity of the agreement (Article 1320 Civil Code) must meet the subjective and objective elements, namely:

- 1) The existence of a word of agreement for those who make a covenant on themselves. A binding agreement is an adjustment of the equality of will between the parties [0]. That is the adjustment of the statement of will between one or more persons and the other party. An agreement begins with the common will or common desire of the parties to the agreement.
- 2) The parties have been able to make an agreement. Proficiency in conducting alliances that are legal or mature, not under the guardianship of parents, and common sense of mind. Other than the three terms of being able from above, the terms of being able are based on the provisions of the law in Indonesia, and must be added provisions not prohibited by law as stipulated in Article 1329 of the Civil Code, that any person is capable of making an agreement, if he or she by law is declared capable.
- 3) A certain thing
A certain thing can be interpreted as the goods that are used as objects in the transaction or in the agreement as an item that must be certain or quite clear in its status and specifications. It should be clear about things like its type, quality, color, special

features, year of manufacture, etc. To know what a certain thing means is to review the formulation in Article 1132 of the Civil Code. That is:

“Only tradable goods can be the subject of agreements.”

Article 1333 of the Civil Code, that is: “An agreement must have an item as

“a principal”, of which at least its type is determined. It is not an obstacle that the number of goods is uncertain, as long as the amount can be determined and calculated.”

Article 1334 of the Civil Code, that is:

“New items that will be present in the future may become the subject of an agreement. But it is not permissible to give up an inheritance that is not yet open, nor to ask for a promise of something about that inheritance, even with the agreement of the one who will later leave the inheritance that is the subject of the covenant.”

Based on the three articles, it can be concluded that a certain thing is the object of an agreement must be clear, both in the form of goods and services.

4) A lawful clause

A lawful clause is an agreement made with good intentions.

In accordance with the above provisions, terms 1 and 2 are subjective terms (irrevocable), concerning the parties to the agreement. Terms 3 and 4 are objective (null and void) terms, concerning objects contained in an agreement.

When the borrower makes an online loan application, the financial technology service provider requires the borrower to agree that every contact in the phone number can be used as an emergency call. An emergency call is used as a number that is contacted thoroughly when the borrower cannot be contacted because of failure to meet his obligations or default.

Not a few parties that are made emergency calls get poor treatment, as experienced by Venita who was made an emergency call by her neighbor with the initials AG. Initially, Venita got a message from an online loan provider through the WhatsApp application on Monday (October 19, 2020) containing the question of whether she knew someone with the initials AG. Venita replied to the message and said that she knew the AG. Then the online loan provider sends a message containing the AG’s personal data along with an id card, personal photo, and total debt bill. The online loan provider also said that Venita has been made an emergency contact by the AG. If the AG is unable to pay off the debt, then we will contact the emergency contact as the person in charge. The AG is unable to carry out its obligations to pay off debts in the K application, which is an online loan service provider. The creditor (K application) continues to contact Venita, who is used as an emergency call party by AG. Calling continuously until yelling and giving harsh words to the emergency call (interview on December 10, 2020).

A similar incident was also experienced by Sonia on Wednesday (January 20, 2021) which was also made an emergency call by her friend with the initials HS. Sonia was constantly contacted through the WhatsApp app for 1 month, until Sonia received a threat. If Sonia cannot be held responsible for paying off her friend's debt, then Sonia's personal data will also be disseminated, as Sonia has been made a guarantor by her friend (Interview on February 25, 2021).

Aris, had a similar incident. Aris was shocked after getting a short message from one of PD's online loan applications. Initially, Aris was encouraged to send a message to the debtor of an online loan with the initials SW to immediately pay installments of Rp 1,960,000. As Aris recounted, the message was first received on Friday (April 9, 2021) during the day, after being called by the online loan party, but Aris did not answer the phone from the online loan. Because that's dialed from an unknown number. Aris replied to the message by conveying that he did not know the issue of money loans made by SW. Aris said there are the scariest things, such as the content of the last message received on Sunday (11/04/2021). The message contains that Aris is responsible for the loan if SW does not pay the dependents that are already one day late. The content of the message is if the customer does not complete the payment today and there is no response, then Aris will be the person in charge. The incident left Aris disturbed and threatened. (Interview on 30 Mei, 2021).

Previously, emergency call parties were never asked to give approval to be used as emergency call parties. In the above incident, the emergency call party was disturbed by his privacy rights. The actions of these online loan service providers are unlawfully retrieving, transferring personal data and conducting raids through the WhatsApp application. For the losses suffered, emergency call parties can file a civil lawsuit, with reference to Article 26 of ITE Law 19/2016, where the consent of the owner of personal data is required.

Article 26 of Law Number 19 of 2016 about Electronic Transaction Information, that is:

- (1) Unless otherwise stipulated by the laws and regulations, the use of any information through electronic media relating to a person's personal data must be made with the consent of the person concerned.
- (2) Any person whose rights as referred to in paragraph (1) are violated can file a lawsuit for losses incurred under this Law.

Explanation of privacy rights in the use of information technology and data protection in Article 26 paragraph (1) of Law Number 19 of 2016 about Electronic Transaction Information, that is:

- a. Personal rights are the right to enjoy a private life and be free from all kinds of disturbances.
- b. Personal right is the right to be able to communicate with other people without spying.
- c. Personal right is the right to monitor access to information about a person's personal life and data

Explanation of personal rights in the use of information technology, data protection in Article 26 of ITE Law 19/2016 on the right not to be disturbed, personal rights, the right to supervise other people's data. If the rights are violated then thus, a person can file a lawsuit, if they feel harmed and his personal data is misused based on the provisions of the legislation.

The lawsuit is a Lawsuit against the law. The act is violated if the online loan service contacts the party listed as a contact on the emergency call by the online borrower and gets bad treatment such as being contacted continuously, receiving verbal insults, even to receive threats from financial technology service providers.

Therefore, the subjective rights of persons of a personal nature, good name, right of honor, material rights, freedoms, and other individuals that have been violated by online loan service providers.

4 Conclusion and Suggestion

The billing process conducted by the lending provider and the misuse of personal data without consent will cause legal problems in the practice of the online lending provider. Because of that, this journal is intended to protect all parties who conduct online transactions on online lending applications that have existed in Indonesia known as part of peer-to-peer lending based financial technology. To maintain the privacy and personal data of various parties who conduct online transactions, in the discussion here, especially the parties who are made as emergency calls, the provider of online borrowing services to more selectively choose the contact or person to be the guarantor. Legal protection not only needs to be given to borrowers (debtors) but also to emergency call parties who need to get legal protection. In accordance with the provisions of Article 26 77/POJK.01/2016 in points 2 and 3, it is clear that the approval of the owner of the personal data (emergency call) is very necessary and not just the approval of the borrower.

Online loan service providers should not misuse the personal data of people in the contact of the borrower, who is used as the party to be contacted if the borrower commits a default or breach. Supposedly, the online loan service provider must also confirm or authenticate it before making direct contact with the personal data of online borrowers as an emergency call. Confirming in advance to the emergency call party, that is, whether the emergency call party agrees to be the guarantor prior to the lending and borrowing process until the funds disbursement process is completed.

Therefore, the process of borrowing online can occur in agreement with various parties, where the agreement is made not only between the online loan provider (creditor) and the borrower (debtor) but also with emergency call parties. And for the data of borrowers (debtors), it is also only the emergency call party who can find out, because previously the online loan service provider must have confirmed to the guarantor or emergency call party that later the borrower's privacy will be more securely stored without having to be disseminated to all contacts and without also threatening emergency calls that do not know at all about the loan agreement made by online loan service providers (creditors) with borrowers (debtors).

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Authors' Contributions. Briefly explain the role of each writer, such as: Author 1 examines legal regulations related to existing problems, Author 2 conducts a field survey by conducting interview techniques.

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