

## **Legal Protection for Consumers Using Technology-Based Payment Services in Indonesia**

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**ABSTRACT:** *Currently, the era of technology has penetrated into the world of the economy in the financial sector, providing new changes regarding the provision of payment services. Financial Technology is actually not limited to payment services, more than that also includes other services related to economic activities. The development of the E-commerce business model also encourages the birth of technology based payment services made by business actors. Currently we only find technology-based payment services such as Go-Pay, OVO, DANA, Link Aja, and other payment services. This makes payment service providers not only banks, but institutions other than banks. As in other business concepts, what must be considered other than business actors is the protection of their consumers. The purpose of this study is to determine the extent of protection for consumers of these technology-based payment services in Indonesia. He results of this study show that Bank Indonesia enforces a mechanism that must be carried out by payment service providers to be able to carry out payment transactions using technology based payment systems. In the activities of providing payment system services, organizers are required to apply the principle of consumer protection in accordance with applicable laws and regulations.*

**Keywords:** *payment; financial technology; E-commerce; Consumer protection.*

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### **INTRODUCTION**

In the development of information and communication technology in today's modern era, it is undeniable that the development of information technology greatly affects human life in all its activities. In line with developments, this has had a very significant impact on various sectors of human life, including the economic sector. Technology that affects the economic field gives rise to innovation and the involvement of new parties. One of the innovations in the economic world is the financial sector by giving birth to new innovations in the financial sector called Financial Technology. Financial Technology or often called Fintech appears to provide convenience for various purposes related to aspects of financial services, ranging from payment methods, fund transfers, and other methods. The Fintech business provides a change or financial innovation related to modern technology, which utilizes the development of information technology that creates new innovations in the financial services sector, which is predicted to be faster and easier to use. (Benuf, Maheasy, and Priyono, 2019) Financial Technology as an innovation in financial services makes the involvement of new parties in implementation of payment transaction processes, such as Payment Gateway Operators and Electronic Wallet Operators, as well as Supporting Providers such as companies providing technology for supporting Contactless Payment transactions (contactless payments). The existence of a new party in the implementation of making payment transactions also has an impact on the development of infrastructure and payment mechanisms. In the payment mechanism, it is necessary to ensure whether the development is consistent and has complied with the principles of implementing a payment system that is safe, efficient, smooth, and reliable in accordance with regulations and has taken into account aspects of consumer protection. The Government party, in this case Bank Indonesia, enforces the obligation to permit or approve the operation of payment system services by the party who will become the provider of payment system services.

Fintech is an innovation in the financial services industry that utilizes the use of technology. Current fintech with various financial services such as crowd funding, mobile payments, and money transfer services is causing a revolution in the startup business. (Rizal, Maulima, and Kostini, 2018). Currently, the best-known service on Financial Technology in Indonesia is the category of Payment or Payment System with Electronic Money products, both server-based electronic money and chip-based electronic money or commonly called Electronic Money Cards. Financial Technology has recently developed along with the development of the E-commerce business. Where there are many available technology-based payment service providers in Indonesia, it has given birth to a new lifestyle because many people prefer non-cash or cashless payment modes. In addition, the forms of promo offers provided by these service providers are also one of the reasons people use non-cash payment modes by utilizing technology-based payment systems. With so many technology-based non-cash payment services in Indonesia, such as Go-Pay, OVO, DANA, Link Aja, and other payment services, it is considered easier for people to transact.

In using these payment services, the public as consumers are required to have a special application, where the special application is obtained through the App Store on Android-based phones. In the App Store, consumers can search for applications that will be used and then downloaded via the consumer's cellphone. The practical way that consumers get by only using a cellphone which is carried by people at any time for activities and mobilization is also considered as an convenience in making payments. After the application is installed on the cellphone, consumers are required to register through the application. The registration is usually related to the consumer's personal data, the personal data is needed to support the use of payment applications. After filling in the things for registration purposes, consumers can already use the available services. Starting from paying for goods, credit, electricity, you can even transfer funds. Consumers can directly choose which services are needed. Until this stage, consumers are given the right to use one of their rights, namely the right to choose or make choices (Sidabalok, 2014). After getting their rights, however, consumers must also carry out their obligations, namely making payments as a form of fulfilling the achievements required in the contractual relationship, generally burdening the debtor (Hernoko, 2011).

When using the application, there are several requirements that must be agreed by the consumer first. These requirements are more related to the agreement between the consumer and the payment service provider. The agreement is a standard agreement that has been made or prepared by the payment service provider. The standard agreement agreed by the consumer when using the application creates a legal relationship between the service provider and the consumer. The legal relationship that occurs and the existence of transactions on the use of services by consumers provide legal consequences for the parties. Transactions that have been made between business actors and consumers of course still have to be realized because they are not only completed to the extent of the agreement, but are followed by the fulfillment of the rights and obligations between them in accordance with the contents of the agreement made (Hernoko, 2011). After the consumer fulfills his or her needs to make a purchase of other goods or services, the consumer is required to make the payment. The payment can be made with the payment system chosen by the consumer. The obligation to pay for these services relates to one of the consumer's obligations as regulated in Article 5 of Law no. 8 of 1999 concerning Consumer Protection letter c, namely paying in accordance with the agreed exchange rate, and is the right of business actors as stated in Article 6 of Law no. 8 of 1999 concerning Consumer Protection letter a, namely the right to receive payments in accordance with the agreement regarding the conditions and exchange rates of traded goods and/or services. The ease of making transactions for consumers makes consumers very interested in technology-based payment systems.

However, it needs to be understood by the community as consumers apart from these advantages, there are problems that often occur related to technology-based payments. Often the emergence of cases - cases related to losses experienced by consumers. As one example is a deducted balance without any transactions being made, fraudulent acts to steal consumer balances, and even criminal cases in the form of breaking into consumer accounts. These things are clearly very detrimental to consumers. If studied in Bank Indonesia Regulation No.18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing in the weighing section, one of which reads:

"That innovation in the implementation of payment transaction processing needs to continue to support the creation of a payment system that is smooth, safe, efficient, and reliable, so it is necessary to regulate payment system service providers to complement existing provisions by prioritizing the fulfillment of prudential principles and adequate risk management. , and with due regard to the expansion of access, national interests and consumer protection, including international standards and practices". Based on the description of the background above, the authors formulate the problems to be studied are as follows:

1. What is the mechanism for Financial Technology providers to be able to carry out payment transaction operations in Indonesia?
2. What are the legal protections and responsibilities of Financial Technology providers to consumers in the event that the consumer suffers a loss?

## **LITERATURE REVIEW**

The research in this journal is the author's own work which was carried out based on the point of view of business law related to consumer protection in the era of developing Financial Technology today. Sources obtained by researchers from literature studies that become references, references, theoretical understanding and citations that can be stated as true. The researcher compares the research conducted previously which is contained and formulated as follows:

1. Title: Legal Protection Against Financial Technology Consumer Data Security in Indonesia (KorneliusBenuf, SitiMaheasy, EryAgusPriyono 2019). This study examines the legal protection of consumer data security in the Fintech business in Indonesia, based on the Financial Services Authority Regulations, and related regulations Research Results: The electronic agreement contains the rights and obligations of the parties in the Fintech business. The obligation of the Fintech operator is to maintain the confidentiality, integrity and

availability of personal data, transaction data, and financial data that they manage from the time the data is obtained until the data is destroyed. Utilization of user data and information obtained by the operator must obtain approval from the user, convey the limits on the use of data and information to the user, convey any changes in the purpose of the use of data and information to the user in the event that there is a change in the purpose of the use of data and information, media and methods used in obtaining data and information are guaranteed confidentiality, security, and integrity. Fintech organizers have the right to ensure that there is good faith from consumers and obtain information and/or documents regarding consumers that are accurate, honest, clear, and not misleading. The obligation of Fintech consumers is to provide correct personal data or information to Fintech business operators, by filling out electronic forms provided by the organizers with correct personal data. The rights of Fintech consumers are to obtain LJK offered by Fintech producer operators, and to get guaranteed legal protection for the security of personal data that has been submitted to Fintech providers.

2. Title: Legal Protection Against Consumer Privacy Violations in Online Transactions (I DewaGedeAdiWiranjaya, I Gede Putra Ariana, 2017). This study issues online merchants handling and storing the personal data of millions of customers every year. The impersonal nature of online shoppers raises questions about data privacy and customer trust, which in turn has led to growing awareness of this privacy issue in society. Research Results: Law Number 11 of 2008 concerning Information and Electronic Transactions provides legal protection for the security of consumer electronic data from illegal access. Any unlawful act by accessing an electronic system that aims to obtain information by violating the security system is considered a criminal act in accordance with Article 30 and Article 46 of Law Number 11 of 2008 concerning Information and Electronic Transactions. This act is punishable by criminal sanctions imprisonment for a maximum of 6 to 8 years and/or a maximum fine of Rp. 600,000,000.00 to Rp. 800,000,000.00.
3. Title: Legal Protection of Consumer Personal Data in E-Commerce Transactions (HerdiSetiawan, Mohammad Ghufron, DewiAstuttyMochtar 2020). This study discusses the legal protection of consumer personal data in E-Commerce transactions and the regulation of consumer personal data in E-Commerce transactions. The method used in this research is normative legal research with a statute approach and a conceptual approach. Research Results: The results show that the protection of personal data as part of privacy is a human right. This recognition is reflected, both in the constitution and in various regulations at the level of the law. However, there are no regulations that specifically regulate the protection of personal data at the statutory level. In Indonesia, there are no regulations regarding personal data in e-commerce transactions. This issue is only regulated in Article 26 of the ITE Law and several other articles. Legal protection for consumers in e-commerce transactions is needed to facilitate online consumer transactions. The goal is to treat all transactions the same way regardless of the selected medium.

### **RESEARCH METHOD**

For making good writing, a research is needed. This is stated by SoerjonoSoekanto in his book. Research is a scientific activity related to analysis and construction, carried out methodologically, systematically and consistently. Methodological means in accordance with a certain method or method, systematic, that is, based on a system, and consistent where there are no things that are considered contradictory in a certain framework (Soekanto 1986). Science basically has its own identity, so there will be various differences. The research methodology applied in each science is adapted to the science that is the parent. Social science research, for example, is different from legal research (Soemitro 1990). In this study, the author uses an empirical juridical approach. The empirical juridical approach is an approach by looking at a legal reality in society (Ali 2009).

### **RESULTS AND DISCUSSION**

The development of the E-commerce business model in Indonesia has a role in encouraging the birth of technology-based payment services which are usually made by technology companies or E-commerce businesses, which aim to provide convenience and other methods of paying for goods and/or services by consumers. For technology-based payment system service providers, both Banks and institutions other than Banks, there are mechanisms that must be implemented to be able to carry out payment transactions using technology-based payment systems regulated by Bank Indonesia.

As stipulated in Bank Indonesia Regulation No.18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing, Financial Technology operators are required to register. The registration procedure for Financial Technology Operators is regulated as follows:

1. The Financial Technology Operator must be in the form of a Business Entity;
2. In the case of a Financial Technology operator, namely an institution other than a Bank that meets the category as a payment system service provider, the Financial Technology Operator must take the form of a business entity and have a permanent legal entity in Indonesia;
3. The Financial Technology Operator submits a written application for registration in Indonesian and signed by the party authorized to represent the Financial Technology Operator;
4. Application for registration is accompanied by: a. Fill out and submit the registration form; and b. Attach and submit other supporting documents.
5. The Financial Technology Operator must ensure the validity and accuracy of all documents contained in a stamped statement letter in accordance with the format determined by Bank Indonesia and signed by the party authorized to represent the Financial Technology Operator;
6. Filling out forms and submitting applications and supporting documents is done through online registration through the official website of Bank Indonesia, namely [www.bi.go.id](http://www.bi.go.id).
7. If the online registration facility is not yet available, then registration is done by sending by e-mail to the address BIFintechOffice@bi.go.id or in the form of a letter to the Payment System Policy Department c.q. Bank Indonesia FinTech Office Bank Indonesia Office Complex, Thamrin Building 4th Floor, Jalan M.H. Thamrin Number 2, Jakarta 10350.

After registration is carried out by the Financial Technology operator, it will then be processed by Bank Indonesia. The stages of processing the registration carried out by Bank Indonesia are as follows:

1. Bank Indonesia shall examine the completeness of documents after the Financial Technology Operator has submitted the application for registration and documents;
2. After conducting a research by Bank Indonesia on the completeness of the documents, based on the results of the research on the completeness of the documents, there are 2 (two) things that will be followed up, if:
  - a. Documents submitted are incomplete, then:
    - 1) Bank Indonesia informs the applicant for Financial Technology Operators to complete the lack of documents by e-mail;
    - 2) Financial Technology Operators are required to complete the lack of documents within a maximum period of 10 (ten) working days from the date of notification; and
    - 3) If the Financial Technology Operator does not complete the lack of documents within the time limit, the Financial Technology Operator is declared to have canceled the registration application; or
  - b. The submitted documents are complete, then Bank Indonesia shall conduct a check on the correctness and conformity of the documents.
3. Based on research on the truth and suitability of documents, if it is found that:
  - 1) Documents submitted by the Financial Technology Operator are incorrect and/or inappropriate (including not in accordance with the provisions of laws and regulations), then Bank Indonesia rejects the application for registration; or
  - 2) Documents have been declared correct and appropriate, then Bank Indonesia shall include Financial Technology Operators in the Financial Technology Operator List.
4. Bank Indonesia submits the results of the truth and conformity research to the Financial Technology Operator.
5. Bank Indonesia publishes a list of financial technology providers and updates the list of financial technology providers on the official website of Bank Indonesia. Financial Technology Operators that have been registered with Bank Indonesia are required to submit a statement of compliance with the obligations for Financial Technology Operators within a maximum period of 3 (three) months after the Financial Technology Operators are registered with Bank Indonesia. The said obligations are as follows:
  1. Implementing the principle of consumer protection in accordance with the products, services, technology, and/or business models being implemented;
  2. Maintain the confidentiality of consumer data and/or information including transaction data and/or information;
  3. Applying the principles of risk management and prudence;
  4. Using rupiah in every transaction conducted within the territory of the Unitary State of the Republic of Indonesia in accordance with the provisions of the laws and regulations governing currency;

5. Apply the principle of anti-money laundering and prevention of terrorism financing in accordance with the provisions of the laws and regulations governing anti-money laundering and prevention of terrorism financing; and
6. Comply with the provisions of other laws and regulations. The next stage is the Regulatory Sandbox. The Regulatory Sandbox is a secure limited trial space to test Financial Technology Providers and their products, services, technology, and/or business models. The purpose of the Regulatory Sandbox is to provide space for Financial Technology Operators to further ensure that their products, services, technology, and/or business models have met the Financial Technology criteria. Bank Indonesia determines that Financial Technology Providers and their products, services, technology, and/or business models to be tested in the Regulatory Sandbox are Financial Technology Providers registered with Bank Indonesia. In accordance with the provisions in Bank Indonesia Regulation No.18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing, Financial Technology operators that are categorized as Payment System Service Providers are required to obtain a license from Bank Indonesia. The permit application made is a follow-up to the determination of the status of the trial results in the Regulatory Sandbox. If the trial is declared successful then the product, service, technology, and/or business model is included in the Financial Technology category system payment, it is prohibited to market the product, service, technology, and/or business model being tested before the Financial Technology operator submits an application for a license and/or approval to Bank Indonesia in accordance with Bank Indonesia regulations governing the implementation of payment transaction processing.

The permit application and/or approval submitted to Bank Indonesia may also be submitted to Bank Indonesia before Bank Indonesia determines the status of the trial results in the Regulatory Sandbox. If the application for a permit and/or approval has been received by Bank Indonesia, in this case the Financial Technology Operator may market its products, services, technology, and/or business model in accordance with the trial conditions in the Regulatory Sandbox which has been carried out until Bank Indonesia gives a decision. on the application for a permit and/or approval that has been submitted by the Financial Technology Operator. Basically, the principle of consumer protection against buying and selling activities of goods and/or services is of particular concern, where consumers are still often on the weak or disadvantaged side. The definition of a consumer according to Sri Handayani 2012, namely someone who buys goods or uses services or someone or something company that buys certain goods or uses certain services, also something or someone who uses something.

Meanwhile, according to Philip Kotler 2000, these consumers are all individuals and households who buy or obtain goods and/or services for personal consumption. Bank Indonesia also requires the application of the principle of consumer protection by payment service providers. Bank Indonesia also supervises the implementation of consumer protection provisions by operators. As a form of effort to apply the principle of consumer protection in the implementation of payment services, Indonesia has general consumer protection regulations, namely Law no. 8 of 1999 concerning Consumer Protection, Bank Indonesia specifically stipulates in regulations concerning consumer protection in payment service activities, namely Bank Indonesia Regulation No. 16/1/PBI/2014 concerning Consumer Protection of Payment System Services which is a special arrangement. This is one way to protect consumers from possible losses due to the treatment of business actors. Losses experienced by consumers can occur not only in the activities of buying and selling products, but also services, including the implementation of payment services.

Consumers are often on the weak side in relation to payment service providers. This is due to an imbalance in the relationship between providers and consumers due to the presence of asymmetric information and power imbalances, low quality of service to consumers, misuse of consumer personal data, ineffective settlement of disputes between providers and consumers and consumers' misunderstanding of rights. protected as a consumer under the law. In addition, consumer awareness that is still lacking in the importance of reading an agreement or contract in the implementation of Financial Technology also places consumers increasingly on the weak side, especially if the contract is a standard contract. Often consumers do not read the contents of the contract and only agree without knowing the contents of the contract. Agreements or contracts that have been made by the organizers also often contain standard clauses that should be prohibited, but such as: there is an element of omission in the process of making the standard agreement or contract. The principle of freedom of contract can be analyzed from the provisions of Article 1338 paragraph (1) of the Civil Code which reads: "all agreements made legally apply as law for those who make them". Hariyani and Serfiyani 2017, the principle of freedom of contract gives the parties the freedom to:

1. Make or not make an agreement;
2. Entering into an agreement with anyone;
3. Determine the contents of the agreement, its implementation and requirements;

4. Determine the form of the agreement, namely written or oral.

The regulation on the inclusion of standard clauses that are prohibited in the agreement between the operator and the consumer is regulated in Article 8 paragraph 1 of Bank Indonesia Regulation No. 16/1/PBI/2014 concerning Consumer Protection for Payment System Services which reads: "In making agreements with consumers, the Operator is prohibited from making or including standard clauses in every document and/or agreement that is:

- a. To declare the release/transfer of responsibility of the Operator to consumers;
- b. Regulates the matter of proving the loss of utilization of Payment System services used by Consumers;
- c. Give the Operator the right to reduce the benefits of the Payment System services used or reduce the assets of the Consumers who are the object of buying and selling using the Payment System services; and/or Declare that the Consumers are subject to the Operator's regulations in the form of new rules, additional rules, advanced rules and/or advanced changes made unilaterally by the Operators while the Consumers are using Payment System services from the Operators." For the purposes of the process of providing services to consumers, technology-based payment services will require personal data and/or information to support service activities. To protect consumers from misuse of information (in the form of personal data), it is necessary to guarantee from producers that consumer data/identity will not be used deviantly beyond its designation without the consent of the consumer (Mansyur and Gultom 2005).

In Article 14 of Bank Indonesia Regulation No. 16/1/PBI/2014 Regarding Consumer Protection for Payment

System Services, it is stated that the provider is required to maintain the confidentiality of consumer data and/or information and in order to maintain the confidentiality of the consumer data and/or information, the operator is required to have and implement a data and/or information protection policy. consumer. This indicates that the Financial Technology provider is obliged to maintain the confidentiality of consumer data and/or information, including transaction data and/or information. Operators are also prohibited from providing consumer data and/or information to other parties unless the consumer gives written approval and/or is required by the applicable laws and regulations as described in Article 15 of Bank Indonesia Regulation No. 16/1/PBI/2014 concerning Consumer Protection of Payment System Services.

### CONCLUSION

Payment system service providers are required to have and implement a complaint handling mechanism for consumers quickly and efficiently. Meanwhile, the interests of consumers in relation to the use of goods and/or services are so that the goods/services of consumers that they obtain are beneficial for health/body safety, security of life and property, themselves, their families and/or households. So what stands out in the protection of consumer interests is the protection of life, health, property and/or the interests of the consumer's family. (Nasution 1995) The mechanism for handling complaints must be notified to consumers. Operators are required to follow up and resolve complaints submitted by consumers. The basic principle of compensation as a result of a breach or default is that the plaintiff should be compensated, but not more than compensation for any loss he or she suffers as a result of the defendant's violation. (Muhammad 2004). With the provisions regarding the limitation of compensation in Article 1247 and Article 1248 of the Civil Code, it has provided protection to parties who have defaulted.

So, we see that the compensation is limited, only covering losses that can be predicted and which are a direct result of default (Subekti 2004). As for compensation for losses caused by default in public opinion, it can only be replaced with money because money is the form of compensation that causes the least amount of disputes (Patrik 1994). Settlement of disputes that arise in the business world is a problem in itself, because if business actors face certain disputes, they will be faced with a judicial process that lasts a long time and requires no small amount of money, while in the business world, the desired dispute resolution is one that can be resolved, takes place quickly and cheaply (Miru 2011). A.Z Nasution distinguishes and provides boundaries between Consumer Law and Consumer Protection Law.

Consumer protection law is part of consumer law which contains principles or rules that are regulating, and also contains properties that protect the interests of consumers. Meanwhile, consumer law consists of a series of laws and regulations that regulate the behavior of people in social life to meet their life needs (Nasution 1995). Bank Indonesia also provides facilities to realize the application of consumer protection principles in the implementation of payment system services. Consumers can also submit complaints to Bank Indonesia, but not all complaints can be followed up by Bank Indonesia. Complaints that can be followed up by Bank Indonesia have the following requirements:

- a. The consumer has submitted a complaint to the operator and has been followed up by the operator, but there is no agreement between the consumer and the operator;

- b. The problem being complained of is a civil matter that is not in process or has never been decided by an arbitration institution or judiciary or there has been no agreement facilitated by a mediation institution;
- c. Consumers experience potential financial losses caused by the operator with a certain value determined by Bank Indonesia Complaints by consumers to Bank Indonesia can be made by telephone to number 131, by letter, or by coming directly to the JL Payment System Policy and Supervision Department. MH Thamrin No. 2, Building D 8th floor, Jakarta or to the local Bank Indonesia Domestic Representative Office where the consumer is located. Bank Indonesia will follow up and resolve complaints with existing mechanisms.

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