

## The Legal Protection for Customers Using Online Loan Services

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Article	Abstract.
<p>Keywords: Customers; Fintech; Online Loans; Protection.</p> <p>Article History Received: 2022-08-29; Reviewed: 2022-09-27; Accepted: 2022-09-30; Published: 2022-09-30.</p> <p>DOI: 10.30659/jdh.v5i3.2672 3</p>	<p>This study aims to Currently, financial technology (fintech) is developing rapidly in Indonesia. The number of available fintech operating companies is increasing. The role of the Financial Services Authority is very important in supervising fintech-based companies in Indonesia in accordance with their authority in the field of financial services in general. The functions and authorities of the Financial Services Authority (in Bahasa "OJK") are contained in Articles 4 and 5 of the Financial Services Authority Law with the aim of protecting consumers from all activities in the financial sector. This is also stated in Act No. 8 of 1999 concerning Consumer Protection (Consumer Protection Law) specifically in the field of Financial Services Products. Other rules regarding fintech supervision are contained in the Financial Services Authority Regulation Number 77/POJK. 01/2016 concerning Information Technology-Based Lending and Borrowing Services. The problem discussed is how is legal protection for customers in online loan agreements? What are the steps taken by the government to protect the rights of consumers who use illegal online loan services? The research method used is a normative juridical approach. Sources and types of research data collected by library studies include primary data, secondary data and tertiary data after being analyzed qualitatively. As of the time of writing, the regulations regarding OJK supervision of fintech-based companies are still minimal, so the importance of consumer protection in Indonesian law enforcement because there are still complaints from people in Indonesia in using online loan services. As of the time of writing, the regulations regarding OJK supervision of fintech-based companies are still minimal, so the importance of consumer protection in Indonesian law enforcement because there are still complaints from customer in Indonesia in using online loan services. Therefore, the importance of the involvement of the Financial Services Authority in providing guarantees of legal protection for the public, especially customers who use online-based lending and borrowing services.</p>

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## 1. Introduction

The online loan application is the latest breakthrough from the influence of technological developments in the banking sector (commonly known as financial technology). Along with technological advances, users and companies providing financial technology (fintech) services are increasingly mushrooming. This is also supported by the price of smartphones (mobile phones) that can be reached by all circles of society.

*Fintech* emerged along with changes in people's lifestyles which are currently dominated by users of information technology, the demands of a fast and easy life. Everyone has different needs based on the priority scale in meeting them. The needs of human life are divided into 3 types: primary needs, secondary needs and tertiary needs. Primary needs are needs that are the main priority that must be met every day, such as food, drink, clothing, transportation, and so on. Next are secondary needs, which do not have to be fulfilled every day, such as furniture, vehicles, and recreation. The last need is a tertiary need, namely a need whose fulfillment priority scale can be ruled out because it requires very expensive costs, such as houses, playgrounds, and branded bags. In meeting their needs, everyone will do various ways, one of which is by borrowing money from other people, both relatives, friends and also through online loan applications.

In order to support sustainable economic development, development actors, both community and government, both individuals and legal entities require large funds. As a result, people will try to find loans to try to survive. Generally, online loan segmentation is people who are classified as unreachable by the terms and conditions set by the Financial Services Authority (OJK) or people who live in suburban areas. There are also entrepreneurs in big cities who apply for loans, especially for businesses that do not meet the proper criteria to get credit according to OJK regulations. So, choosing to borrow money from online loans to get funds in developing their business because it is relatively fast, the loan period can also be arranged as needed. Online loans make it easier for the public and fintech service providers because there are several types of loans that do not require collateral or collateral at all. However, it can also harm the public, for example, the personal data of users of online loan application services being spread, unregistered or illegal organizing companies and collections carried out in an inhuman way.<sup>1</sup>

One example of cases of personal data breaches that occurred was RupiahPlus.

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<sup>1</sup> Tantri Dewayani, (2021), "Menyikapi Pinjaman Online, Anugerah atau Musibah", <https://www.djkn.kemenkeu.go.id/kanwil-jabar/baca-artikel/14040/Menyikapi-Pinjaman-Online-Anugerah-atau-Musibah.html>, accessed on 5 July 2022

Rupiah Plus is an application-based online loan provider. This case arose because several customers complained that their personal data had been spread without notification and permission from the owner of the personal data. This is known from the discovery of a short message sent to all contacts of the borrower containing the borrower's personal data, the amount of money lent and a notification that the borrower's customer immediately pays the loan money.<sup>2</sup>

This poses various risks arising from unregistered or illegal provider companies, leakage of personal data of online loan service users, misuse of personal data by the organizing company or other parties, contact transfer where the online loan application provider company can read all transactions and customer photos (users) online loan applications, collection methods that are not in accordance with the rules, the number of consumers who do not pay the loans that have been given. The chairman of the Indonesian Consumers Foundation (YLKI) stated the problem. The highest rates related to online loans reported by consumers were collection methods reaching 39.5 percent, contact transfers 14.5 percent, rescheduling requests 14.5 percent, interest rates 13.5 percent, administration 11.4 percent and 3rd party billing.

Data as of April 2022 recorded by the Investment Alert Task Force has closed 3,989 companies providing online loans (often referred to as loans)<sup>4</sup>. The closure of illegal lending companies is one of the law enforcement efforts against illegal lending companies by blocking sites and applications so that they cannot be accessed by the public (consumers). Even so, the public is advised to remain vigilant against all forms of new modes carried out by illegal lenders so as not to become victims. If you find an online investment or loan offer that is not registered with the Financial Services Authority, the public can report it to OJK Consumer Services 157 or send it via email.consumer@ojk.id<sup>3</sup>.

Therefore, the importance of the rule of law in the field of financial services. Today the function of financial institutions is increasing due to the large number of people's interest in utilizing technological advances in the banking sector. Therefore, legal protection for debtors (loan recipients) and creditors (lenders) in online loan application services is very necessary<sup>4</sup>. The Financial Services Authority issued

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<sup>2</sup> Wahdah Nia, (2022), Perlindungan Hukum Terhadap Data Pribadi Debitur dalam Perjanjian Pinjaman Online Berbasis Financial Technology (Fintech) Studi Kasus: Aplikasi Fintech Pinjamindo, E-Journal Fatwa Hukum FH Universitas Tanjung Pura Vo. 5 No. 2

<sup>3</sup> CNN Indonesia, "YLKI Sebut Pinjaman Online Menagih Pinjaman di Luar Aturan", <https://www.cnnindonesia.com/ekonomi/20200114135318-78-465208/ylki-sebut-pinjaman-online-menagih-pinjaman-di-luar-aturan>, accessed on 5 July 2022

<sup>4</sup> Adi Wikanto, (2022), <https://keuangan.kontan.co.id/news/ini-daftar-perusahaan-pinjol-ilegal-yang-ditutup-ojk-per-april-2022>, accessed on 5 June 2022

Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Technology-Based Borrowing-Lending Services<sup>5</sup>.

## 2. Research Methods

The legal materials used in this research are primary legal materials, secondary legal materials and tertiary legal materials which are collected and then the authors identify, explain clarifications and are arranged in a systematic manner based on the sources and hierarchy of laws and regulations (statute approach) with normative analysis techniques, which use logic and legal reasoning with deductive methods so as to obtain conclusions and prescriptives on the legal issues studied (in detail).

## 3. Result and Discussion

Changes in the social system, especially in the context of the economy, occur in life, especially online loans. The presence of online loan applications is part of the development of internet-based telecommunications network technology, which was initially carried out conventionally but turned into a digital way that can be done by transfer via mobile banking without any direct meeting between the receivables and the debtors (customers). Conditions like this have become common in the current digitalization era, everything is digital, everything becomes practical and time is more effective. The public's response is very enthusiastic considering that online loan applications have many advantages and benefits, like fresh wind blowing in the desert. This can be seen from the number of people who use practical online loan applications.

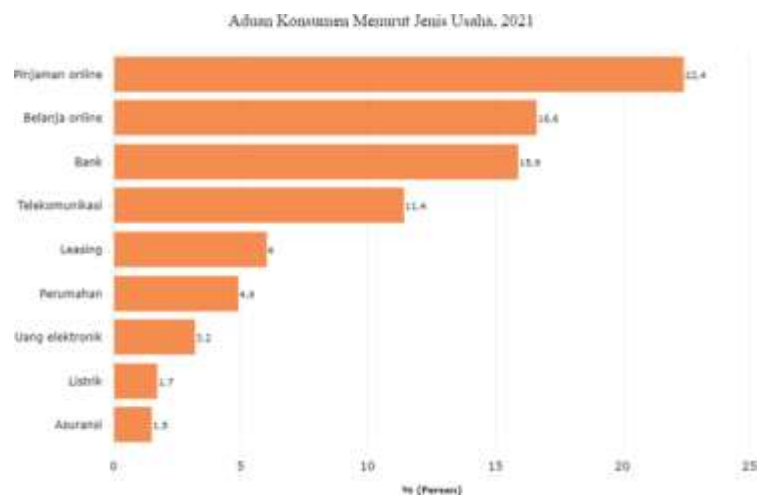
- *Winwin Pinjaman*
- *UangTeman*
- *DanaCepat*
- *Tunaiku*
- *Modalku*
- *Pinjaman Go*
- *Koinworks*
- *Tunai kita*
- *Klik ACC*
- *Julo*
- *RupiahPlus*
- *KTA SCB Online*

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<sup>5</sup> Alicia Noviandari. "Perlindungan Hukum terhadap Nasabah dalam Pinjaman Online dengan Fidusia". Universitas Islam Kalimantan Arsyad Al-Banjari, <http://eprints.uniska-bjm.ac.id/3041/1/alicia%20noviandari%20npm%2016810310.pdf>, accessed on tgl 5 July 2022

- *KTA Commbank*
- *KTA Permata Online*

In addition to the name of the application above, there are many more that are even not legally registered with the OJK Institution, causing pros and cons in the community. The rise of business actors as online loan service providers is caused by the number of people who like to borrow money (debt) so they are interested in using the application.



Source: Indonesian Consumers Foundation (YLKI), as of 7 January 2022

The Indonesian Consumers Foundation (YLKI) is one of the Non-Governmental Consumer Empowerment Institutions in Indonesia whose duties and functions are as mandated in Article 44 paragraph (3) of Act No. 8 of 1999 concerning Consumer Protection (UUPK). YLKI is directed at efforts to increase consumers' critical awareness of their rights and obligations in an effort to protect themselves, family and environment. The duties of non-governmental consumer protection institutions are regulated in Article 44 of Act No. 8 of 1999 concerning Consumer Protection (UUPK), namely:

- disseminating information in order to increase awareness of the rights and obligations as well as prudence of consumers, in consuming goods and/or services
- provide advice to consumers who need
- cooperate with relevant agencies in an effort to realize consumer protection
- assist consumers in fighting for their rights, including receiving consumer complaints or complaints
- carry out joint supervision with the government and the community on the

## implementation of consumer protection

YLKI's main task is to provide advice to consumers who need it orally or in writing so that consumers can carry out their rights and obligations, including receiving complaints and complaints. Complaints can be submitted directly by letter, telephone, facsimile and e-mail or mass media. YLKI's complaint department receives and accommodates consumer complaints that are disappointed with producers of certain goods or service providers, including the banking sector such as online loans. Based on YLKI's observations through the Financial Services Authority (OJK) website, many business actors in the online credit sector were complained by consumers to YLKI because they were not registered with the OJK. Because unlicensed has a risk for consumers because it is an illegal transaction<sup>6</sup>.

There were 535 complaints that went to OJK<sup>consumer</sup> during 2021. Consumer complaints of online loans (pinjol) will be the most throughout 2021. Of the 535 complaints, 22.4% of complaints came from online loan consumers. The billing method is the main problem that consumers complain about. 82% of online loan complaints are caused by illegal lending businesses. Furthermore, 16.6% of complaints came from online shopping consumers. 26% the complaint was caused by Grab Toko Indonesia (not affiliated with Grab). Grab Toko owner, YM, is currently still in court for a fraud case. Complaints about banks are in third place with 15.9% of the total complaints. The main problem with banking complaints is credit relaxation. Then, telecommunications accounted for 11.4% of the total complaints, leasing at 6%, and housing at 4.9%.<sup>9</sup>

### 3.1. Legal Arrangements for Users and Loan Application Providers Online

Quoting from the book *Basics Civil law* by Subekti argues that the word civil law in a broad sense includes all the basic laws governing individual interests, and in a narrow sense as opposed to commercial law.<sup>7</sup> Commercial law is part of civil law. The word trade is not a legal sense but is an economic understanding.<sup>8</sup> Financial Technology (fintech) is a combination of financial services and technology that changes the business pattern from conventional to moderate, where initially payments are made face-to-face by bringing cash in cash, changing in cash. The perform remote transactions by making payments in seconds. The emergence of

<sup>6</sup> Admin. "Maklumat YLKI: Masyarakat Jangan Ajukan Pinjaman Online ke Perusahaan yang Tidak Terdaftar di OJK". <https://ylki.or.id/2018/07/maklumat-ylki-masyarakat-jangan-ajukan-pinjaman-online-ke-perusahaan-yang-tidak-terdaftar-di-ojk/>, accessed on 65 July 2022.

<sup>7</sup> Reza Pahlevi, (2022). YLKI: Aduan Konsumen Pinjaman Online Terbanyak selama 2021. <https://databoks.katadata.co.id/datapublish/2022/01/10/ylki-aduan-konsumen-pinjaman-online-terbanyak-selama-2021>, accessed on 5 July 2022

<sup>8</sup> R. Subekti, (2003), *Pokok-pokok Hukum Perdata*, Jakarta: Intermedia.

fintech is in line with changes in people's lifestyles which are dominated by users of information technology, the demands of a fast-paced life. The existence of fintech solves the problem of buying and selling transactions and payments, for example, payments are no longer made through ATMs, shopping is done by visiting the market directly, now it can be done through online shopping applications. The role of fintech really helps buying and selling transactions and payment systems to be more efficient and economical but still effective.<sup>9</sup>

The legal basis for the application of online loan agreements in Technology-Based Borrowing-Lending Services and Bank Indonesia Regulation Number 19/12/PBI/2017 of 2017 concerning Financial Technology Operators. Online credit activities all agreements made between debtors and creditors are contained in electronic contracts. This matter also regulated in Article 1 number (17) of Act No. 11 of 2008 concerning Information and Electronic Transactions (UU ITE) which states that:

"Electronic contract is an agreement of the parties made through an electronic system."

Contract of electronics have legal force as regulated in Article 18 paragraph (1) The ITE Law which states: that, "Electronic Transactions as outlined in Electronic Contracts are binding on the parties". The point is that a transaction can be used as an agreement as outlined in an electronic contract that is binding on the parties and can be equated with agreements in general. Credit transactions between online loan service providers and users (borrowing customers) are valid or not based on a credit agreement that fulfills the elements of Article 1320 of the Civil Code, namely an agreement between parties to bind themselves, the existence of skills, a certain thing, and a reason that Halal (not against the law, decency and public order).

Advances in information technology are now able to carry out, collect, store, share and analyze data. Protection of personal data is the right of every individual in determining whether he or she is willing to join the community and share or exchange personal data or not. This is also regulated in Act No. 39 of 1999 concerning Human Rights in Article 29 paragraph 1: "everyone has the right to personal protection ....." By interpreting the contents of this article, we can draw conclusions about privacy rights. ) which is owned by everyone who gets protection from the state, because in privacy rights, everyone has the right to cover up or keep private things private. 13 Protection of personal data is also regulated in Act No. 19 of 2016 concerning Amendments to Act No. 11 of 2008 concerning Information and Electronic Transactions (UU ITE). Article 26 paragraphs 1 and (2) of the ITE Law states that:

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<sup>9</sup> Anonim, "Edukasi Perlindungan Konsumen", <https://www.bi.go.id>, accessed on 7 July 2022

- unless stipulated otherwise by laws and regulations, the use of any information through electronic media concerning a person's personal data must be carried out with the consent of the person concerned.
- any person whose rights are violated as referred to in paragraph (1) may file a lawsuit for the losses incurred under this law

This law clearly regulates the right of the owner of personal data to maintain the confidentiality of his personal data, if there is misuse of personal data by others, it can be sued in court. The provisions of this article relate to electronic transactions that use a person's personal data, so it is obligatory to maintain and protect that personal data. Any personal data that has been provided must be used in accordance with the consent of the owner and must be kept confidential.

Protection of Personal data is also applied in online loan services as regulated in Article 26 letter (a) of the Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Borrowing-Lending Services (POJK) which states that providers are required to "maintain confidentiality, integrity and the availability of personal data, transaction data and financial data that it manages from the time the data is obtained until the data is destroyed." This means that the lender has an obligation to keep the borrower's personal data confidential from the beginning of the loan agreement process until the agreement ends. These obligations must be implemented in order to achieve the protection of the borrower's personal data.

Then Article 26 letter (c) POJK No. 77/2016 regulates that without the consent of the owner of the personal data (borrower), the lender cannot use the borrower's personal data for any activity, except with the consent of the owner (borrower) or otherwise specified in the provisions of the legislation. Therefore, online loan providers are also prohibited from providing or disseminating data or information about users (borrowers) to third parties without the consent of users (borrowers). This provision guarantees legal certainty regarding the protection of shared data in the implementation of online loans.

If these rights are violated, the borrower can resolve the problems that occur through legal remedies, namely non-litigation legal efforts (outside court) and litigation legal efforts (courts). Non-litigation legal efforts are carried out by submitting a complaint to the supervisor in the financial services sector, namely the Financial Services Authority (OJK), then a warning or warning will be given to the organizer.

Unlike the case with repressive litigation, which has entered the law enforcement



process. This legal remedy is carried out after the occurrence of a violation with the aim of restoring or restoring the situation because it was carried out by filing a lawsuit to the court. The filing of a lawsuit to the court is not only to sue the online loan provider who has disseminated the borrower's personal data, but also to third parties and parties who have no legal relationship with the owner of the personal data who has misused the personal data.

The legal consequence of a personal data breach by the online loan provider is the imposition of sanctions. In civil law, the type of engagement becomes the most important since the engagement was born from the agreement.<sup>14</sup> Borrowing and borrowing money is part of the birth of an agreement from an engagement made by two parties. An agreement made must meet the legal requirements of an agreement in accordance with what is stipulated in Article 1320 of the Civil Code. The clause of the agreement regulates the rights and obligations of the parties. Thus, the lender must carry out the obligations that have been determined in order to achieve legal protection for the borrower, even though in practice the lender does not carry out its obligations<sup>15</sup> and this is detrimental to the borrower.

The legality and requirements in applying for the establishment of an online loan service are very easy as regulated in the Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Borrowing-Lending Services Article 3, which reads<sup>10</sup>:

- The organizer is in the form of a limited liability company as referred to in Chapter 2 paragraph (2) letter a, could established and owned by:
  - Inhabitant country Indonesia and/or body Indonesia; and/or
  - foreign nationals and/or foreign legal entities
- Ownership of shares of the Operator by foreign citizens and/or foreign legal entities as referred to in paragraph (1) letter b, either directly or indirectly, is at most 85% (eighty five percent)

Article 4, reads<sup>11</sup>:

- The organizer in the form of a limited liability company must have a paid-up capital of at least IDR 1,000,000,000.00 (one billion rupiah) at the time of registration
- The operator in the form of a cooperative legal entity is required to have an

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<sup>10</sup> I Dewa Gede Adi Wiranjaya and I Gede Putra Ariana, 2016, *Perlindungan Hukum Terhadap Pelanggaran Privasi Konsumen Dalam Bertransaksi Online*, Kerta Semaya, Vol. 4, No. 4, June 2016, p. 3.

<sup>11</sup> Zaeni Asyhadie, (2006), *Hukum Bisnis dan Pelaksanaannya di Indonesia*, Jakarta : PT Raja Grafindo Persada, p. 24.

own capital of at least IDR 1,000,000,000.00 (one billion rupiah) at the time of registration.

- The Operator is required to have paid-up capital as referred to in paragraph (1) or own capital as referred to in paragraph (2) of at least IDR 2,500,000,000.00 (two billion five hundred million rupiah)

This article explains that the initial capital to set up an online loan application service has a minimum capital of IDR 2,500,000,000.00 (two billion five hundred million rupiah)<sup>12</sup>. The minimum capital to set up a financial company (finance) includes relatively small capital so that it has an impact on the number of online loan companies that are increasingly appearing in Indonesia. Based on data from the OJK, online loan application service users reached 66,700 million people throughout Indonesia, almost 25% more than Indonesia's population of 271,349,889 people. Referring to the classification from Bank Indonesia, we can see that online loans are Peer to Peer Lending or Crowdfunding as part of financial technology. In accordance with the role of OJK in supervising financial service institutions:

- financial service activities in the banking sector
- financial service activities in the Capital Article sector
- financial service activities in the insurance sector, pension funds, financing institutions, and other financial service institutions.

Referring to article above, regulation and supervision of other financial service institutions including online loans is one part of the duties of the Financial Services Authority as regulated in Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Borrowing-Lending Services.

Dissemination of personal data carried out by online loan providers can also be categorized as defamation as regulated in Article 27 paragraph (3) of Act No. 11 of 2008 concerning Electronic Information and Transactions, "everyone intentionally and without rights distributes and / or transmit and / or make accessible Electronic information and / or Electronic Documents containing insults and / or defamation "then the sanctions given are regulated in the provisions of the ITE Law, namely Article 45, then they are subject to criminal sanctions with imprisonment for a maximum of 6 (six) years and/or a maximum fine of IDR 1.000.000.000,00 (one billion rupiah). In addition, specifically, the violation of personal data in the field of online loans may also be subject to administrative sanctions as regulated in Article 47 POJK No. 77/POJK.01/2016, OJK has the authority to impose administrative sanctions on organizers in the form of written warnings, paying a fine, limiting

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<sup>12</sup> I Ketut Oka Setiawan, (2018), *Hukum Perikatan*, Cet. III, Jakarta : Sinar Grafika, p. 19

business activities and revocation of licenses. A written warning was given by OJK to online loan providers so that the organizers would not repeat it.

Violations that harm other parties. Fine sanctions given by the OJK to online loan providers to pay a certain amount of money so as to provide a deterrent effect to the organizers for violating and harming other parties. The limitation of business activities in question is limiting the capacity of accepting money borrowing customers by online loan providers within a certain time. Revocation of licenses is the toughest sanction given to online loan providers so that providers can no longer carry out their business activities legally.

### **3.2. The government's efforts to provide legal protection for online loan service users**

In the current digital era, many online loan applications are carried out by loan companies with illegal status, which are widely available in the community. So many violations occurred. The OJK as the institution that oversees the activities of financial institutions is authorized to impose administrative sanctions. The Financial Services Authority (OJK) is considering a ban on online loan collection (*pinjol*) by third parties or debt collectors. Chairman of the OJK Board of Commissioners, Wimboh Santoso, stated that his party will continue to tighten supervision of fintech peer to peer (P2P) lending platforms or online loans, one of which is the collection process for borrowers (borrowers). The collection process for online loan service users (borrowers) should be carried out by the agency providing direct application. Because debt collectors are outsourced staff, it is difficult for the Financial Services Authority to track down if a violation occurs. OJK will also issue changes to regulations regarding technology-based lending and borrowing services or fintech lending, including provisions for platform ownership, legal entity form, establishment capital, equity value, maximum funding limit, shareholders.

The arrangement is a form of government effort in responding to consumer reports that are rife in cases of debt collection against borrowers in an unnatural way because they use debt collectors. The billing process can be carried out by other parties based on cooperation, but the responsibility for the billing process remains with the organizers of the Information Technology/fintech-based Joint Funding Service (LPBBTI). However, this has not been regulated in POJK No. 77/POJK.01/2016 concerning Information Technology-Based Lending and Borrowing Services.

Until 2021 OJK has received more than 500 thousand complaints, an increase of 22 times compared to 2017. Most public reports relate to the problems of the financial products offered, the amount of fines that must be paid by borrowers, online loan restructuring, the legality of financial services and bad behavior of debt collectors at

the time of billing. The Chief Executive for Supervision of OJK IKNB Riswinandi said that the changes to the provisions of this Joint funding service were aimed at strengthening the P2P lending fintech industry in terms of institutions and services to consumers and their contribution to the economy<sup>18</sup>. The author obtained data that until April 2022, the Investment Alert Task Force (SWI) had closed 3. 989 illegal online loan companies so that consumers as victims do not experience an increase and support the efforts of the law enforcement process carried out by the Police. Companies that provide illegal online loan application services should have sites and applications blocked so that they are not easily accessed by the public. The public is urged to be alert to all forms of new modes by online loan business actors in online loans. Following the list of illegal borrowings as of April 2022, consisting of:

- *Utama Finance (karyautamafinance.com)*
- *CashCashNow – Pinjaman Online (KSP RIMBA RUKUN ASRI)*
- *Pinjaman Online - Kilat Rupiah (KSP JAYA RAYA)*
- *Go Uang - Pinjaman Online (jjangz Network Co)*
- *Pinjam Tunai - Pinjaman Online (lidehui technology)*
- *Dana Impian - Pinjamanonline (Dana Impian admin)*
- *Pinjaman Uang - Online Kredit Dana Tunai (Wu Mangga)*
- *Rupiah Ku – Pinjaman Online (Indo Fintech Corp)*
- *Aman Dana Pinjaman Uang Tunai (sensortech)*
- *DanaKita- Pinjaman Uang Tunai Online Dana Kredit (Beach Woodrow)*
- *Uang Cepat Pinjaman Cash (Lovely flower)*
- *Pinjam Kredit - KTA Aman Murah (KSP Dana Mas Sejahtera)*
- *Pinjol OJK terbaru 2022 guide (WTA dev)*
- *Pinjol Mudah Cair Tips (Whywe Imortal)*
- *Pinjam DANA online cepat guide (bosch444)*
- *Pinjam Uang Mudah - Guide App (Dragon Up)*
- *Dana List Pinjaman Terpercaya (John Zz network Inc)*
- *Dana Cair Pro Pinjaman Uang (Mark Sally Network Inc)*
- *Dana Hope (duwen Network Co LTD)*
- *TunaiGo - Tunai Kredit (cuudo network technology co)*
- *Tunai Super (xu technology network co)*
- *Pinjam Mudah - Pinjaman Cepat (Wilson Hilod technology Inc)*
- *Tunai Pro - Pinjaman uang (fully)*
- *Dana Go: Bunga Rendah (Dana-Go)*
- *PINJAMAN ONLINE (Credit Union)*
- *PINJAMAN ONLINE JURAGAN (juraganpinjamjago)*
- *PINJAMAN ONLINE REAL&TRUSTED (pinjamancepatku)*
- *non.admin.dan.deposit (pinjaman.online.tanpa.admin1)*

- *PINJAMAN KITA BERSAMA (bersama\_pinjaman\_online)*
- *PINJAMAN TANPA BIAYA ADMIN (pinjaman.online.official.id.go)*
- *PINJAMAN ONLINE (pinjaman.online.real\_)*
- *Pinjaman online (danajagoku.id)*
- *Tips pinjaman online cepat cair cukup KTP (Diandradevan)*
- *Koin Master - Pinjaman cepat kredit tanpa agunan (PT Indo Fintek)*
- *eKredit - Pinjaman Online Cepat Tanpa Agunan (wilsontan)*
- *Dana Kilat - Pinjam Uang Murah (KSP bina usaha maju plus)*
- *Meminjam Uang - Dana Cepat (KSP ANDALAN GEMILANG SEJAHTERA)*
- *Rupiah Dana Cepat – Butuh Uang Tunai Tanpa Agunan (PT Rupida)*
- *Gomoney – Cepat (Lynsey Koppenhaver)*
- *Cashloan - Platform Pinjaman Tunai (cashloan)*
- *Kota Emas - Pinjaman Uang Online Kilat apk (Kota Emas Admin)*
- *GetLease - Akses mudah ke uang (Stefany Hainley)*
- *Mudah Uang- rupiah cepat pinjam go online uang (Crissy Cipriani)*
- *Halo Duit - kredit pinjam uang dana pinjaman cepat (Scarlett Forth)*
- *Pinjaman Rupiah- Keamanan Cepat Cepat Uang (Ggcnt Game)*
- *Sarung Ajaib- Kredit dana pinjaman uang cepat cair (Jill Rowe)*
- *KSP Dana Saku-Pinjaman Uang Online Cepat (PT. KSP Dana Saku-Pinjaman Uang Online Cepat Mudah)*
- *Modal Andalan - Pinjaman Dana Rupiah Mudah Cair (PUSAKA KALABA)*
- *Wall in - pinjaman uang tanpa jaminan (Hashem Stroud)*
- *Wall in - Pinjaman kilat & Uang teman (RONIKA Varricc)*
- *Wall In - Pinjaman dana tunai (Gelles Rusk)*
- *Wall in - Dana Cepat Pinjaman KTA Online (alejandra Darko)*
- *Wall In - Pinjaman Uang Dana Tunai Online Cepat (Jalisa Duren)*
- *Rupiah Kredit - Pinjam Uang Tunai Kredit Dana Cash (Karen Ware)*
- *HoKI (Marceline Glackin)*
- *Asisten Tunai (karlishalrwpduh)*
- *Saku Darurat Tunai (JACK'SBACK)*
- *DOMPET SIAP (KSP SIAP PENDANAAN RAKYAT)*
- *Kredit Online - Pinjaman Mudah (KSP Mitra Dagang Bersama)*
- *PinjamanTema n-pinjaman pribadi (MAKMUR INTI SEJAHTERA UTAMA)*
- *Tunai Cepat- Pinjaman Online GUNA USAHA MANDIRI INDONESIA/ KSP Guna Usaha Mandiri Indonesia Klik Kami (pencatutan)*
- *KOPERASI SIMPAN PINJAM IDA WELAS RASA PundiPaL- Pinjaman mikro (KSP Cahaya Indo Berjaya Ekakarsa)*
- *Rupiah Kurir (Koperasi Simpan Pinjam Dana Telaga Swara)*
- *Kantung Online (GUNA USAHA MANDIRI INDONESIA/ KSP Guna Usaha Mandiri Indonesia)*

- *Yeah Dana – dompet (PT.Yeah Dana Indonesia/ KSP Coinku Indonesia Bersama)*
- *Pinjaman Tunai - KTA Uang (KSP Mitra Uang)*
- *Dana Impian - Dapat dipercaya (PT.Dana Impian Indonesia/ KSP Daun Hijau Sejahtera)*
- *Bantu Cepat - Pinjaman Online (PT.Bantu Cepat Indonesia/ KSP Dana Cepat Cair)*
- *Butuh Modal - Uang Kilat (KSP DANA JASA KHUSUS)*
- *Kredit Easy - Uang Kilat (PT.Easy Uang Indonesia/ KSP Dana Senja Indonesia)*
- *Sukseslalu - Pinjaman Uang (KSP Rengas Dengklok Indonesia)*
- *Cash Maju- Dana Tunai Online Pinjaman Kredit (PT. CASH MAJU)*
- *Pinjaman Kilat - Uang Online (PT.Pinjaman Kilat Indonesia/ Koperasi Bina Sejora/ KSP Bina Usaha Maju Plus)*
- *DanaRakyat - Pinjaman nyaman (PT.DanaRakyat Indonesia/ KSP Sumber Dana Besar)*
- *Pinjaman Now - Uang Cepat (KSP Usaha Mitra Tani)*
- *Dompet Aman – Pinjaman Online (KSP Mitra Rezeki Prima)*
- *TemanUang (starla ross)*
- *Koperasi Simpan Pinjam Danau Toba Indonesia)*
- *Gampang Pinjam - Bunga Murah (KSP BINTANG SEJAHTERA NUSANTARA)*
- *Selamat Pinjam – Pinjaman Dana Aman Terpercaya (KSP Dana Aman Pahala)*
- *Pinjaman Rupiah - Bunga Rendah (KSP Mitra Dana Sejahtera)*
- *Modal Saya - Pinjaman Rupiah (KSP Sarana Modal Kita)*
- *Tunai Rupiah - Online Mudah (KSP Satu Digital Sentosa)*
- *Dana Cepat - Pinjaman Uang Dana (Jujube Studio)*
- *Punya Uang – Pinjaman KTA (KSP Putra Bangun Sentosa)*
- *Pinjaman Koi – Aman Terpercaya (KSP Sarana Modal Madani)*
- *Pinjam Dana (AHMAD NURANDIKA)*
- *Pinjam Dana Tunai*
- *Pahlawan Pinjaman (ChevyJordan34)*
- *Klik Cair (kilyseriy dev)*
- *Dompet Uang (dompet uang Mobile)*
- *Dompetku (Rack Spira)*
- *Daliy Cash (JIX LOOIL dev)*
- *Kilat Pinjam (Hardy Connie)*
- *Coinku (coinku.service)*
- *KREDIT GUNA- PINJAMAN ONLINE CEPAT, AMAN&TERPER CAYA (Kredit Guna)*
- *Cari Rupiah: Pinjam uang jadi lebih (wumoka)*
- *Kantong seluler (Quick Snail)*

- *Pinjam Uang Instant - Kita kilat dan mudah (Hendy Developer)*
- *Pinjam Uang - Pinjaman Tunai Online (Pinjam-Uang)*

#### 4. Conclusion

Online Loan Services are widely used by the public to meet their cash needs because the process is fast, easy and efficient. Online loan services are expected to be one of the solutions to assist consumers in obtaining access to funding. Therefore, there is a need for legal protection for users of online loan application services and also business actors (providers) of online loan services. The right to personal data protection has been guaranteed by the Financial Services Authority (OJK) through the provisions of the Financial Services Authority Regulation Number 77/POJK.01/2016 Article 26 letter a, so that business actors (providers) of online loan application services are required not to misuse users' personal data online loan application service. Business actors must also be oriented in good faith in carrying out their business activities so that consumers feel safe, comfortable, and no loss. The form of preventive protection can be carried out by the Financial Services Authority Institution by closely monitoring periodic reports from business actors (users/borrowers) of online loan application services so that they can identify problems that will arise, in accordance with Article 7 of the Financial Services Authority Regulation No. 18/POJK.07/2018 concerning Consumer Complaint Services in the Financial Services Sector. In addition, the resolution of problems can be done through a reporting mechanism to the competent Consumer Dispute Settlement Agency (BPSK) in accordance with Article 52 of Act No. 8 of 1999 concerning Consumer Protection. Consumers are also entitled to repressive protection for misuse of personal data by business actors providing online loan services by filing a lawsuit against the law based on Article 1365 of the Civil Code to the local district court. Likewise, efforts must be made by the government in accordance with the mandate in POJK No.77/POJK.01/2016 concerning Information Technology Lending and Borrowing Services. If a violation of the law is found, both by users of online loan applications and business actors (providers) of online loan applications, such as illegal online loan companies, personal data protection, collection methods that are carried out inhumanely, the amount of interest to be paid is not in accordance with statutory regulations.

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