

Agreements in Online Loans and Consumer Legal Protection in Online Loan Services in Indonesia

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Abstract. *The rapid development of online lending services in Indonesia has a positive impact on the economy, but it also poses challenges related to legal aspects. This research aims to examine how agreements in online loans are regulated in Indonesian positive law and to analyze the legal protection provided to consumers of online loan services. This research uses normative legal research methods by analyzing various laws and regulations, legal doctrines, and relevant theories. The main focus of the research is to explore the regulation of online loan agreements, which still face various problems related to the unclear rights and obligations of the parties and the lack of transparency of information provided by service providers. In addition, this research also identifies problems related to consumer legal protection, especially in terms of supervision, misuse of personal data, and dispute resolution mechanisms that are still not optimal. The results show that although there are regulations from the Financial Services Authority (OJK), there are still many gaps that must be improved, both in the regulation of agreements and consumer protection. Therefore, this study is important to provide a deeper understanding of the role of law to maintain a balance between the development of the online lending sector and the protection of consumer rights.*

Keywords: *Agreement; Consumer; Dispute; Protection; Resolution.*

1. Introduction

In recent decades, the world of business and finance has undergone a major transformation fueled by technological innovation. This has changed the way people do business, and opened up new opportunities in various sectors, including the online lending sector. Along with the development of technology and digitalization, transactions have also undergone a drastic change in form. The conventional model has changed to become more digitized (Gani et al., 2021; Kemarauwana & Darmawan, 2020). Technology has made a major contribution to economic growth in every country (Fariz, & Issalillah, 2021). Likewise, the online lending sector in Indonesia is experiencing rapid growth. This service provides convenience for people who need to borrow funds quickly without going through complicated procedures. However, along with this rapid growth, various legal issues have emerged relating to agreements between lenders and loan recipients, as well as the protection of consumers who use these services. Online lending practices, while offering financial solutions, pose challenges in terms of legal certainty and consumer protection, which require further attention.

Many online lending platforms offer different types of agreements that may not be completely transparent or fair to consumers. Most of them operate with a system that relies heavily on digital applications, which sometimes makes it difficult for consumers to fully understand the contents of the agreements they sign. These digital applications increase the interest in transacting more (Negara & Darmawan, 2023; Fikri et al., 2023; Fajar et al., 2024). Many agreements lack attention to basic principles in Indonesian positive law, such as the principle of freedom of contract and the principle of good faith. This raises doubts about how far positive law in Indonesia can provide clear and adequate arrangements to protect consumers from potential abuse (Purwanto, 2025). One of the main problems with online loan agreements is the lack of clarity regarding the rights and obligations of both parties to the agreement. Consumers are often not provided with adequate information about additional fees, interest, or the consequences of failing to pay on time. In fact, according to Indonesian positive law, every agreement must fulfill the legal elements specified in the Civil Code (KUHPerdata), including a clear agreement and not harming any party. However, in many cases, online loan agreements often do not meet these standards, creating legal uncertainty that harms consumers (Redo et al., 2025).

Another issue is the difficulty of identifying and enforcing the rights of consumers involved in online lending agreements, especially when such lending platforms operate online and across borders. Most online lending platforms, despite existing regulations such as those of the Financial Services Authority (OJK), are still difficult to supervise effectively, especially with regard to consumer protection policies that have not been fully implemented by all platforms. This further exacerbates the uncertainty for consumers regarding their rights in the event of a breach in the agreement. Legal protection of consumers of online lending services is a very important issue. Although OJK has issued various regulations to protect consumers, illegal online lending practices are still rampant and not all consumers understand their rights in this transaction. One of the issues is how consumers can access clear and transparent information about the terms and conditions of the loans they take out, as well as what they can do if they experience payment problems. Existing regulations are often insufficient to protect consumers from abusive collection practices or misuse of their personal data (Fuad et al., 2025). In addition, the complaint mechanisms provided by OJK and online lending platforms are not efficient enough to handle consumer complaints. Many consumers find it difficult to resolve disputes or obtain fair settlements from lenders (Syafitri et al., 2025). This creates dissatisfaction among consumers and further adds to the legal uncertainty they face. Less stringent supervision of illegal online lending platforms also affects the ability to enforce adequate protection for consumers (Prayuti et al., 2025). The urgency to conduct a study on how agreements in online lending are regulated in Indonesian positive law is great. With the rapid growth of the online lending sector, it is important to understand the extent to which positive law can provide clear and fair protection for all parties involved. This study will provide a better understanding of the conformity of online lending agreements with applicable legal principles in Indonesia and provide a clearer picture of consumer rights and obligations.

A study of the form of legal protection provided to consumers in online lending services is also very important to ensure that consumers are well protected. Despite OJK regulations, there is still much room for improvement in terms of supervision and stricter application of the law to online lending practices. This study will help to identify gaps in the existing protection system and provide recommendations to improve the

effectiveness of legal protection for consumers. The purpose of this study is to analyze how agreements in online lending are regulated in positive law in Indonesia. This research will explore various aspects related to the validity and legality of online loan agreements, as well as how positive law, as contained in the Civil Code (KUHPerdata) and other relevant laws and regulations, regulates the relationship between lenders and loan recipients. By understanding the application of relevant legal principles, such as the principle of freedom of contract and the principle of consensualism, this research aims to provide insight into the legal clarity and certainty faced by both parties in online loan agreements. In addition, this research aims to evaluate the legal protection provided to consumers in online lending services in Indonesia. The research will discuss how the Financial Services Authority (OJK) and other relevant agencies implement regulations to protect consumer rights, as well as identify policies and measures taken to prevent illegal lending practices and protect consumers' personal data. The focus of this research is on the existing legal protection mechanisms, including consumer education, supervision of online lending platforms, and complaint and dispute handling. As such, the aim of this study is to provide a clear picture of the protections that consumers can enjoy as well as the challenges faced in the supervision of this sector.

2. Research Methods

This research is normative legal research, which relies on laws and regulations, legal theories, and legal principles as the basis for understanding the problem being studied. In this research, the main sources used are primary legal materials, which include regulations relevant to the topic discussed, such as Financial Services Authority Regulation (POJK) Number 2 of 2023, Article 19 paragraph (2) of Law Number 39 of 1999 on Human Rights, Law Number 33 of 2014 on Government Administration, Law Number 8 of 1999 on Consumer Protection, and Law Number 27 of 2022 on Personal Data Protection. In addition, secondary legal materials such as books, law journals, theses, and these are used to enrich the analysis conducted. To analyze the data, this research combines two main analysis techniques, namely qualitative descriptive analysis and prescriptive normative analysis. Qualitative descriptive analysis is used to describe social phenomena related to the use of online loan services in the community. Meanwhile, the prescriptive normative analysis focused on the legal interpretation of the laws and regulations used in this research and how they are relevant to the applicable legal principles and theories. The purpose of this approach is to provide insight into the regulations governing online lending and how legal principles are applied in relation to it.

3. Results and Discussion

3.1. Agreement in Positive Law on Online Loans

Contents of the manuscript. In the business world, including in online loan transactions, each party involved is expected to mutually benefit and provide benefits to each other. As part of these transactions, it is important to understand and refer to the existing principles in positive law, which govern the agreement between lenders and borrowers (Sinambela & Darmawan, 2022). In the case of online lending, the agreement created between the two parties must follow the provisions set forth by the applicable law in Indonesia, especially in the regulations issued by the Financial Services Authority (OJK) and other related regulations, such as the Consumer Protection Law and the Personal Data Protection Law.

According to positive law, agreements or contracts made in online loan transactions must meet certain requirements to be valid and can be carried out properly. One of the main requirements is that there is a mutual agreement between the two parties regarding the points of the agreement, such as the amount of the loan, interest, term, and the rights and obligations of each party (Riani & Aprilia, 2025). In addition, in online lending, the principle of information transparency is also very important. Lenders must provide clear and accessible information to consumers regarding all the terms of the agreement to avoid misunderstanding or fraud (Purwanto, 2025).

More broadly, legal principles contained in positive law, such as the principle of legal certainty, the principle of justice, and the principle of consumer protection, play an important role in ensuring that agreements made between lenders and borrowers not only benefit, but also protect consumer rights. The application of positive law also includes arrangements regarding sanctions or dispute resolution that can be used in the event of default or violation of the agreed terms of the agreement (Wibawa & Sudiarawan, 2025). Therefore, an understanding of business ethics and the legal provisions governing this agreement is very important, both for lenders and borrowers, so that transactions can run smoothly and not harm either party.

The following is an explanation of some of the principles in the law of agreements that apply in Indonesia:

1. The principle of freedom of contract according to Article 1338 paragraph (1) of the Civil Code states that agreements made legally will bind the parties who make them, like laws. Thus, the parties to the agreement have the freedom to: a) choose to make or not make an agreement; b) decide with whom they want to make an agreement; c) determine the content, implementation, and terms of the agreement; and d) choose whether the agreement is made in writing or orally.
2. The principle of consensualism contained in Article 1320 paragraph (1) of the Civil Code emphasizes that for an agreement to be valid, there must be an agreement between the two parties. This principle shows that agreements generally do not need to be made formally, but it is sufficient to have an agreement or mutual consent between the parties. This agreement refers to the conformity between the will and statements made by both parties.
3. The principle of Legal Certainty (*pacta sunt servanda*) relates to the consequences of an agreement. This principle states that agreements that have been made must be respected and implemented in accordance with their contents and substance. The parties, as well as judges or third parties, must respect the agreed contract without intervening in the substance of the agreement. In other words, the agreement must be carried out as agreed, as befits binding law.
4. The principle of good faith contained in Article 1338 paragraph (3) of the Civil Code emphasizes that every agreement must be carried out in good faith. This principle requires the parties, both creditors and debtors, to carry out the agreement on the basis of mutual trust and good intentions. The agreement must be carried out with firm trust and a willingness to act honestly and fairly.
5. The principle of personality relates to the right of individuals to make agreements only for personal interests. Article 1315 of the Civil Code emphasizes that in general a person can only make an obligation or agreement for himself. Meanwhile, Article 1340 of the Civil Code states that an agreement is only binding between the parties who make it, which means that the agreement does not apply to other people outside the parties who agree to it.

Overall, these principles are the basic principles that govern the legal relationship between parties in an agreement. The application of these principles aims to create a fair, transparent, and legal relationship in every agreement made.

3.2. Legal Protection for Consumers of Online Loan Services

Online lending services based on digital technology have grown rapidly. This makes legal protection for consumers in Indonesia an increasingly important concern. These lending services bring a number of new risks, such as potential privacy violations, very high interest rates, and collection methods that can be abusive or threatening. This calls for clear regulations to protect consumers (Iga & Primantari, 2025).

To address these issues, the Financial Services Authority (OJK) has issued a number of regulations aimed at regulating and supervising online lending services. The aim is to ensure that these services run transparently and do not harm consumers. Legal protection means giving power to individuals to protect their rights in dealing with parties who may be unfair or harmful (Ibrahim, 2025).

Legal protection itself is divided into two main types. First, preventive protection, which aims to prevent violations or abuses by regulating the behavior of business actors in accordance with applicable laws. Second, repressive protection, which comes after a violation has occurred. This protection includes stricter measures, such as sanctions in the form of fines, imprisonment, or other additional penalties to enforce justice.

Legal protection for consumers in online loan agreements in Indonesia is expressly regulated through the Financial Services Authority Regulation (POJK) of the Republic of Indonesia Number 2 of 2023, which is an amendment to POJK Number 10/POJK.04/2018. This regulation governs the implementation of governance for financial institutions, particularly those related to investment managers and digital financial services, including online lending. In the regulation, a number of articles are relevant, such as Articles 35, 36, 36A, 37A, 38, and 41. In addition, there are also articles 55, 57, 67, 69 as well as articles 70 and 71. They all regulate various aspects related to legal protection that can be applied to protect consumers involved in online loan agreements.

This regulation is designed to provide legal certainty, ensure transparency, and protect consumer rights from being harmed in online lending transactions. Various provisions in these articles regulate important matters related to the obligations of online loan service providers, the transparency of information that must be provided to consumers, and the supervision mechanism that must be implemented by the authorities to prevent violations of the law.

The regulations issued by the Financial Services Authority (OJK) regarding online lending services focus on various important aspects to protect consumers and keep these services running in a healthy and transparent manner. One of the main things regulated is the protection of consumer rights against financial services or online lending businesses. This ensures that consumers can receive fair services that do not harm them. In addition, this regulation prohibits online lenders from operating without a license from OJK, preventing the emergence of illegal practices that can harm the public.

This regulation also sets out clear rights and obligations for both parties, namely consumers and financial services businesses, including prohibitions that must be complied with by both. One important aspect that is regulated is the fees, commissions, or rewards given to intermediaries in loan agreements, to ensure that all fees charged to consumers are clearly understood and transparent (Prayuti et al., 2025).

The billing mechanism is also one of the parts that is regulated in detail in this regulation. The aim is to prevent abusive or threatening billing practices so that consumers do not feel harmed. In addition, this regulation also provides a clear timeframe for complaints or reporting services, so that consumers who feel aggrieved can easily submit their complaints and get appropriate solutions (Redo et al., 2025).

The protection of consumers' personal data is also a major focus in every regulation (Gardi & Eddine, 2023). This also applies to Indonesian regulations. Every online lending business is required to maintain the security of their information systems and ensure the protection of consumers' personal data from leakage or misuse (Fuad et al., 2025). Finally, this regulation gives OJK greater authority to bring civil lawsuits and impose administrative sanctions on businesses that violate the rules so that supervision of the online lending industry can run more effectively (Aristito et al., 2025).

Consumers are also protected by Law No. 8/1999 on Consumer Protection. This law provides a legal basis for consumers to claim compensation if they feel harmed by business actors, including those engaged in the online lending sector. If consumers feel harmed by online lending services, they can file a complaint with the Consumer Dispute Resolution Agency (BPSK) or through other legal channels.

In addition, the protection of personal data is also an important focus. Law No. 27 of 2022 concerning Personal Data Protection provides more in-depth protection against the potential misuse of personal data by online loan providers, both legal and illegal (Yuga & Hummerson, 2025). This law also imposes strict sanctions on companies that are proven to violate consumer privacy, such as spreading data without permission or using data for unauthorized purposes. Thus, these two laws complement each other to provide more comprehensive protection for consumers involved in online loan transactions.

Legal protection for online loan consumers in Indonesia is carried out through cooperation between various institutions, such as the OJK, the Ministry of Communication and Informatics (Kominfo), the Police, and other relevant institutions. One concrete step to protect consumers is to block illegal online loan platforms. According to an OJK report, Kominfo has closed more than 5,000 illegal online loan applications and websites until mid-2023.

In addition to blocking, OJK is also very active in educating the public about the importance of choosing online loan platforms that are registered and supervised by OJK. Various channels are used in this educational campaign, such as public service advertisements, webinars, and cooperation with local communities. The aim of this effort is to improve people's financial literacy so that they can be wiser in recognizing illegal loan platforms and avoiding the risks that unauthorized services can pose (Faridi et al., 2023).

Law enforcement against illegal online loan providers is essential for consumer protection. For example, in 2021, the Indonesian National Police successfully arrested several people involved in an illegal online loan network operating from abroad. These perpetrators used very harsh collection methods, such as threats of violence and the dissemination of consumers' personal data. This case shows that law enforcement continues to strive to deal with the problem of illegal online lending despite facing major challenges, such as the difficulty of tracking down perpetrators who use servers abroad. Legal online lending platforms are also closely monitored by the Financial Services Authority (OJK) to ensure they comply with existing regulations. If violations are found on a legitimate platform, they can be subject to administrative sanctions, including revocation of their operating license. This shows that supervision and regulation apply to illegal platforms, as well as to legitimate platforms that do not operate ethically.

Legal protection for online loan consumers is very important to ensure that every transaction is conducted fairly (Istiawati & Elisa, 2025). One aspect that needs attention is when consumers fail to repay their loans. In this case, consumers can be considered in default under civil law. Default itself occurs when in an agreement between two or more parties, one party fails to fulfill the agreed obligations. The consequences of this default can be legal sanctions, and the aggrieved party has the right to claim compensation or take other legal steps in accordance with applicable regulations (Wibawa & Sudiarawan, 2025).

In criminal law, consumers who are unable to pay online loans cannot be imprisoned or detained. This is in accordance with Article 19 paragraph (2) of Law Number 39 of 1999 concerning Human Rights, which clearly states that a person cannot be sentenced to imprisonment or confinement simply because they are unable to fulfill obligations in a debt agreement. So, even if consumers fail to repay loans, they cannot be criminally punished if the failure is due to financial incapacity, provided there is no malicious intent or other violation of the law.

The Financial Services Authority (OJK) plays an important role in maintaining a balance between the interests of consumers and the development of the online lending sector in Indonesia. In this effort, the OJK applies various protection principles aimed at providing security and fairness to consumers. One of the main principles applied is information transparency. The OJK requires online loan service providers to provide clear, complete, and easily accessible information to consumers. This includes information about interest, additional fees, loan terms, and the risks consumers may face if they fail to pay. With this transparency, consumers can make smarter and more informed decisions and avoid the potential for fraud that often occurs in online transactions.

The second equally important principle is fair and responsible treatment. The OJK emphasizes that online loan providers must provide fair services without discriminating against consumers based on ethnicity, religion, race, or social group (SARA). This ensures that all levels of society have equal access to online loan services without any obstacles or unfair treatment (Rahmiati et al., 2025). Fair treatment also includes the obligation of the organizer to provide appropriate solutions if consumers face problems in the loan process so that they feel protected and valued.

Furthermore, protection of consumer assets and personal data is also a top priority. In the digital world, personal data is very valuable, and its misuse can significantly harm consumers. Therefore, the OJK requires online loan providers to maintain the confidentiality and security of consumers' personal data to a high standard. This protection includes protection against data leaks and the use of personal information for unauthorized purposes. The OJK emphasizes the need for sophisticated security systems to protect consumer information from cyberattacks or misuse by irresponsible parties.

Finally, the OJK focuses on handling complaints and resolving disputes in an effective and efficient manner. Consumers who feel aggrieved can file a complaint through the channels provided by the OJK. This complaint process must be handled quickly and fairly, ensuring that consumers get the right solution to the problems they face. With a clear complaint mechanism in place, consumers feel safer and more confident when using online lending services, because they know that there is a legitimate channel for resolving their problems. All of these protection principles, when properly implemented, aim to create a fair, transparent, and secure online lending ecosystem. This allows consumers to enjoy the benefits of the service without having to worry about potential abuse or injustice (Syafitri et al., 2025).

The Financial Services Authority (OJK) makes decisions regarding the financial services sector, including online loans, adhering to several basic principles that underlie the application of the law in this sector. These principles are listed in Law Number 33 of 2014 concerning Government Administration, which includes the principles of legal certainty, public interest, transparency, independence, professionalism, and accountability. The principle of legal certainty ensures that every decision made by the OJK is clear and unambiguous. The principle of public interest prioritizes the interests of the community in every decision made, while the principle of openness guarantees that the decision-making process is transparent and accessible to the public. The principle of independence emphasizes that the OJK acts objectively, without interference from other parties, and the principle of professionalism ensures that every step taken is carried out by parties who have expertise in their fields. Finally, the principle of accountability ensures that the OJK is responsible for every decision made and can be held accountable. Regarding the administrative sanctions that can be imposed, the OJK has the authority to take a number of actions against violations that occur. These sanctions can be in the form of revocation of business licenses, cancellation of approvals, issuance of written warnings, or even revocation of licenses for individuals who violate the rules. All of these sanctions aim to ensure that the online lending sector operates with integrity, transparency, and, most importantly, to provide better protection for consumers.

4. Conclusion

The conclusion of this study shows that although legal regulations in Indonesia, as regulated by the Financial Services Authority (OJK), have provided a basis for regulating agreements in online loans, there are still a number of challenges related to the lack of clarity of rights and obligations between lenders and consumers. Agreements in online loan services are often not regulated in detail and transparently, creating the risk of misunderstanding and abuse. In addition, despite efforts to protect consumers through various regulations, their implementation is still hampered by limitations in effective oversight and law enforcement mechanisms. This leads to potential misuse of consumers' personal data and difficulties in resolving disputes between the parties involved. Based on these findings, the advice that can be given is that there is a need to

strengthen regulations related to online loan agreements that are clearer, more detailed, and easier for consumers to understand. OJK supervision must also be more intensive so that online loan providers comply with existing regulations, especially in terms of information transparency and personal data protection. In addition, it is important to improve dispute resolution mechanisms that are more efficient and accessible to consumers. Thus, legal protection for consumers can be more optimal, and the online loan sector can develop healthily without harming either party.

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