

Juridical Review of Electronic Agreements on Paylater Features in Indonesia



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ABSTRACT: In civil procedural law in Indonesia, it is known that there are five types of evidence as regulated in Article 164 HIR/284 RBG, namely letters, witnesses, confessions, oaths and judges' allegations. The letters referred to in the first form of evidence are letters that are signed and contain legal acts. However, a letter that can be strong evidence is an authentic deed, namely a letter made by or before a notary. From here, problems arise regarding the evidentiary strength of electronic contracts if a dispute occurs between the parties. The problems that will be discussed in this research are regarding the form and validity of electronic agreements in the paylater feature in Indonesia and the evidentiary strength of electronic agreements in the paylater feature when a dispute occurs. The type of research used in this research is normative juridical. The results of this research are that the electronic contract agreement process and conventional contracts have similarities, what differentiates the two contracts is that electronic contracts are carried out without face to face and do not need to meet in person so that the electronic contract agreement process occurs more quickly, easily and efficient. Electronic contracts with Paylater are valid because they fulfill the legal requirements for an agreement based on Article 1320. Apart from that, if we examine the electronic contract, it also complies with the provisions regulated in Law Number 19 of 2016 concerning Information and Electronic Transactions. The evidentiary status of electronic evidence in civil cases in court is as valid evidence. The presence of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, as a form of confirmation of the recognition of electronic information and/or documents as legally valid evidence. As long as the information and/or electronic documents included can be accessed, displayed, their integrity is guaranteed, and can be accounted for so that they can explain a situation or event related to the dispute that occurred.

KEYWORDS: Agreement, Electronics, Loans.

BACKGROUND

Technology is one of the tools that is most needed today, because technology is a tool that supports all kinds of activities and work for everyone. Technological developments are currently experiencing very rapid developments which have an impact on making it easier for humans to fulfill their needs, survival and comfort in life. Technological developments have become something that is no longer foreign to the process of information technology development. Information technology has not only developed as a means of communication, but also in the fields of business and commerce.

Currently, the rapid development of technology and information, without realizing it, has also changed almost all aspects of human life, from the way of thinking or thought patterns but also the way of life. The current developments in technology and information have also more or less changed the world of banking, where these changes also aim to make life easier and improve people's welfare, which in the future is also expected to have a positive impact on the prosperity of all Indonesian people. This is if it is used appropriately and correctly as regulated in Article 4 of Law of the Republic of Indonesia Number 7 of 1992 concerning Banking as amended by Law of the Republic of Indonesia Number 10 of 1998 (hereinafter referred to as the Banking Law).¹

The use of digital technology in Indonesia has had a huge impact, especially on the business sector or business industry, which then gave birth to online trade or e-commerce. The increasing development of technology in the field of online trading has also made the

¹ Hermansyah, *Hukum Perbankan Nasional Indonesia Edisi 2*, (Jakarta: Kencana Prenada Media Group, 2012), hlm. 174.

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financial industry in Indonesia develop. One example of the development of the financial industry in Indonesia is marked by the existence of an e-commerce payment method, namely Paylater.

Paylater, which is known in Indonesia, is categorized as peer to peer lending. Peer to peer lending in Indonesia is classified as a money lending and borrowing transaction service using information technology, and is not categorized as a bank financial institution. Peer to peer lending, as previously explained, is an agreement that includes the organizer and the lender, and the lender and the loan recipient. Paylater is an online money lending and borrowing service without a credit card that allows consumers to pay for a transaction at a later date, either with a single payment or in installments or as determined by the peer to peer lending fintech provider.

This new method is starting to become a digital payment option besides credit/debit cards and mobile transfer methods, when the need for online credit installments is increasingly needed by the public. Various fintech platforms providing online financial loan services, online shopping sites and digital wallet services offer product diversification in the credit financing sector. Until now, various types of e-commerce have collaborated with fintech peer to peer lending to apply for loans. For example, the GoPay digital wallet which provides the Paylater feature, as well as OVO via OVO Paylater.

The same thing is also done by various market place or e-commerce companies such as Traveloka, Bukalapak, Shopee, and many other digital platforms that have provided Paylater facilities to their users. Fintech lending companies that have payment services using the Paylater scheme benefit from late payment fees, monthly account-keeping fees, and processing fees for each payment made by the user.² So, a paylater service was born with the involvement of three parties, namely:

1. Loan recipients (Paylater Users), namely those who are interested in purchasing goods or services, but have limitations in making purchases or payments in cash. If the user ends up purchasing goods or services with paylater facilities, then the user will also act as a debtor.
2. Lenders (paylater service provider sites), namely companies that offer goods or services such as plane tickets, hotels and e-commerce. This party then enters into an agreement with the Peer to Peer lending organizer (Company).
3. Organizer (Fintech Peer to Peer Lending Company), namely the party who disburses the loan and will collect the loan. This company will also determine what facilities will be obtained as well as the paylater terms and policies. An example of a peer to peer lending company in Indonesia is PT. Loan Fund Market (Danamas), is a company that supports the paylater payment feature on the Traveloka application.

Paylater is also a payment tool or payment system provided by e-commerce as a lender and providing loans to e-commerce users or consumers. One e-commerce that provides Paylater as a payment system is Traveloka. Traveloka Paylater is here to make it easier for Traveloka consumers to buy plane tickets, hotels, trains and the products offered by Traveloka.

Of course, when using the Traveloka Paylater service there are separate terms and conditions that have been implemented by Traveloka which will later become the rights and obligations of consumers who use Traveloka Paylater. The terms and conditions set by Traveloka also cover many things starting from registration requirements, the limit amount given, fees that must be paid, and others, even fines that must be paid if there are problems using Traveloka Paylater. Regarding each term and condition given to consumers using Traveloka Paylater, it is contained in a standard agreement regulated by Traveloka and can be seen when the consumer user first activates Traveloka Paylater.

Paylater agreements are made online or based on information technology, contracts made are also made online or based on information technology. An electronic contract according to Article 1 number 17 of Law Number 19 of 2016 Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law) is an agreement between the parties made through an electronic system. In the legal concept in Indonesia, contracts are always linked to Article 1338 of the Civil Code.

This article gives the parties the freedom to create an agreement, including in the form of an electronic contract. The most important thing is that the conditions for a valid contract according to Article 1320 of the Civil Code are met. Electronics is basically just a medium for carrying out contracts between two or more parties. This is different from ordinary or conventional contracts carried out in the real world (offline) which are generally carried out face to face and made on paper and signed directly.³

In Article 1320 of the Civil Code, subjective and objective conditions are required in an agreement so that the agreement is considered valid, while the legal conditions regulated in Article 1320 of the Criminal Code are:

1. Agree with those who bind themselves (subjective)

² Bayu Novendra dan Sarah Safira Aulianisa, "*Konsep dan Perbandingan Buy Now, Pay Later dengan Kredit Perbankan di Indonesia: Sebuah Keniscayaan di Era Digital dan Teknologi*" Jurnal Rechtsvinding, Volume 9 Nomor 2, Agustus 2020, h. 187.

³ Wahyu Suwena Putri dan Nyoman Budiana, *Keabsahan Kontrak Elektronik dalam Transaksi E-Commerce Ditinjau dari Hukum Perikatan*, Jurnal Analisis Hukum, Volume 1 Nomor 2, 2018, hlm.302.

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2. Ability to make an engagement (subjective)
3. A certain thing (objective) and
4. A lawful (objective) cause

An agreement is considered valid if it meets subjective and objective requirements. Fulfillment of these conditions affects the validity of an agreement. The validity of an agreement also affects the rights and obligations of the parties to an agreement so that the fulfillment of the legal conditions of an agreement must absolutely be fulfilled. This is also to make it easier for the parties if in the future a problem or dispute occurs, the resolution can be based on the agreed agreement.

Regarding the first legal condition for an agreement, namely the agreement of those who bind themselves, which is a subjective condition in an agreement. An agreement is a statement of will between one or more people and another party. In ordinary or conventional agreements where the parties meet each other, it is not difficult to see and find out about the fulfillment of the legal conditions of the agreement. In conventional contracts, agreements are also made in writing to provide legal certainty for the parties and also as perfect evidence when disputes arise in the future. However, in electronic contracts the agreement is very dependent on trust between the parties, this happens because in electronic contracts the parties do not interact physically or do not meet in person, so that problems often arise related to the agreement such as the agreement being made by someone else and determining the time of the agreement. difficult to identify.

In civil procedural law in Indonesia, there are five types of evidence as regulated in Article 164 HIR/284 RBG, namely letters, witnesses, confessions, oaths and the judge's allegations. The letters referred to in the first form of evidence are letters that are signed and contain legal acts. However, a letter that can be strong evidence is an authentic deed, namely a letter made by or before a notary. From here, problems arise regarding the strength of evidence in electronic contracts if a dispute occurs between the parties. Apart from that, contracts with Paylater are also executed using a Click-Wrap Contract, which is a form of agreement made by clicking on the column provided which usually says "I Accept". "I agree" and so on.

This form of agreement can make proof difficult for the injured party. Based on these circumstances, in the research the author wants to examine the validity of electronic contracts with Paylater if the parties do not meet in person as well as proving evidence for electronic contracts with Paylater if there is a dispute based on Indonesian law. This research is important because technological developments are increasingly advanced so that people will follow existing developments, including the Paylater payment system.

METHOD

This research is juridical-normative legal research. Data collection techniques in this research used library and document or archive studies, namely by collecting data related to the research needs to be studied, in addition to various books and other supporting legal materials. The data analysis technique used is qualitative descriptive.

DISCUSSION

1. Form and Validity of Electronic Agreements on Paylater Features in Indonesia.

The development of the principle of freedom of contract is the implementation of electronic contracts at Paylater where the parties do not meet in person. This contract is different from contracts made in writing where the parties meet in person and the agreement is made on paper. In electronic contracts, Paylater transactions do not use paper to write the agreement but instead use digital data. This data will provide convenience and efficiency for Paylater organizers or companies that run online businesses by utilizing the internet network without meeting in person or even needing to meet once.⁴

Furthermore, in Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions Article 47 paragraph (2), electronic contracts are considered valid if:

a. Agreement of the parties.

The first condition for the validity of an electronic contract is the agreement of the parties. What is meant by agreement is the conformity of the statement of will between one party and another party. The agreement between the parties is also regarding prices and products, without any coercion, error or fraud. In the agreement between the parties there must also be a corresponding statement of will. There are five ways in which a statement of will can be agreed,⁵ namely by:

- 1) Perfect and written language
- 2) Perfect language verbally.
- 3) Imperfect language as long as it can be accepted by the opposing party because in reality someone often conveys imperfect language but is still understood by the opposing party.

⁴ Cita Yustisia Sefiani, *Buku Pintar Bisnis Online dan Transaksi Elektronik*, (Jakarta; Gramedia Pustaka Utama, 2013), hlm.99.

⁵ Novi Ratna Sari, *Komparasi Syarat Sah Perjanjian Menurut Kitab Undang-Undang Hukum Perdata dan Hukum Islam*, Journal Repertorium Volume IV Nomor 2, 2017, h.83.

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4) Sign language as long as it is acceptable to the opposing party.

5) Be silent or silent but as long as the opposing party understands or accepts it.

Basically, the most common way to comply with a statement of will is with perfect language, both written and verbal.

b. The ability to create an engagement.

The second legal condition for an agreement is the ability to make an agreement or agreement to carry out a legal act. A legal act is an act that will give rise to legal consequences. The person who will enter into the agreement is a person who is capable and has the authority to carry out legal acts as determined. Constitution. Like adults, of sound mind and not prohibited by law, such as not being declared bankrupt by the court. Is competent according to law. Meanwhile, "adult" according to Article 330 of the Civil Code is 21 years old or has previously been married.⁶

c. The existence of certain objects;

The object of the agreement is achievement (the point of the agreement). Achievement here is something that is the debtor's obligation and the creditor's right. This achievement consists of positive and negative actions. According to Article 1234 of the Civil Code, achievement consists of giving something, doing something and not doing something.⁷

An achievement that has been stipulated in the agreement will become the object of the agreement and must be fulfilled. The achievement or object of the agreement must be certain (definite) or at least feasible (possible).⁸ Clarity regarding achievements aims to ensure that disputes do not arise regarding the rights and obligations of the parties in the future. If the achievement or object of the agreement is vague, difficult, unclear, or even impossible to implement, then the agreement is void

d. A lawful cause;

In Article 1320 of the Civil Code there is no further explanation regarding *orzaak* (halal causes), in Article 1337 of the Civil Code it only explains prohibited causes. That prohibited causes are those that conflict with the law, morality and public order. Therefore, we can interpret that a halal cause is a cause that does not conflict with applicable regulations, such as buying and selling illegal goods or buying and selling narcotics, this certainly cannot be justified as a valid agreement.

In electronic contracts according to Article 48 paragraph (3) Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions, electronic contracts must at least contain the following:

1) Identity data of the parties.

2) Objects and specifications.

3) Electronic transaction requirements.

The first and second conditions are also called subjective conditions, because they concern the parties entering into the agreement. Meanwhile, the third and fourth conditions are called objective conditions because they involve the object of the agreement or achievements in an agreement. If the first and second conditions are not fulfilled then the agreement can be cancelled. This means that if one of the parties can apply to the court to cancel the agreement that has been agreed, but if the parties do not object then the agreement is considered to remain valid. Meanwhile, if the third and fourth conditions are not met, the agreement is null and void. This means that from the beginning the agreement was deemed to not exist.

By fulfilling these four conditions, the agreement becomes valid and binding for the parties entering into the agreement. If you look at one of the legal conditions for an agreement, namely the agreement between the parties, the problem will be whether the agreement was actually carried out by the party concerned or carried out by another party who is not responsible. but agree regarding the achievements, rights and obligations of the parties without any coercion from either party, error or fraud.

In reality, in the practice of electronic contracts, there are still many people who do not know the mechanism for making electronic agreements, do not know what the legal basis is and what their rights and obligations are. So the impression arises that electronic contracts are not user friendly and difficult to apply in everyday life. In fact, in this day and age, society is very closely related to the world of information and electronic transactions. In Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, hereinafter referred to as the ITE Law, Article 1 number 17 of the ITE Law states that agreements between the parties are made through an electronic system. Furthermore, an electronic system is mentioned as an electronic means that functions to prepare, collect, manage, analyze, display, announce, transmit, store and/or disseminate information.

The validity regarding electronic contracts is explained in the ITE Law in Article 5 paragraph (3) explaining the validity of electronic contracts using electronic systems that utilize the internet network as regulated in Articles 13 to Article 16 of the ITE Law regarding the terms of the agreement. An agreement made and made through an electronic system is a form of private agreement made by the parties. Electronic contracts are also a form of embodiment of Article 1338 of the Civil Code which enforces the principle of freedom

⁶ Yapiter Marpi, "*Perlindungan Hukum Terhadap Konsumen atas Keabsahan Kontrak Elektronik dalam Transaksi E-Commerce*", (Jakarta; Zona Media Mandiri, 2020), hlm.72.

⁷ Salim HS, *Hukum Kontrak; Teori dan Teknik Penyusunan Kontrak*, (Jakarta; Sinar Grafika, 2006), hlm. 34

⁸ Yapiter Marpi, *Op.Cit*, hlm.74

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of contract so that regarding the validity of electronic contracts, it is reviewed from Article 1320 of the Civil Code to see whether they comply with the legal conditions of the agreement.

In Paylater Implementation, the agreement is carried out using an electronic system so the contract used is an electronic contract where the parties do not meet in person. In electronic contracts, Paylater must obtain agreement from each party based on Article 18 paragraph (1) of the ITE Law. Then the electronic contract also contains clarity regarding the law that will apply and be adhered to in this contract.

Standard clauses or standard agreements have developed rapidly along with the times, including paylater payments which use standard clauses as the type of agreement applied. Standard clauses were chosen because they are more efficient in terms of time, energy and costs. Business actors first determine the contents of the agreement unilaterally which will then be published en masse so that it can be used again and when making offers to consumers. The e-commerce party determines in advance the standard terms and conditions that the user needs to know as the contents of the agreement. By determining agreements unilaterally, business actors or e-commerce parties can save costs, time and energy.

Law Number 8 of 1999 concerning Consumer Protection also regulates the provisions of standard agreements and/or the inclusion of standard clauses in every document or agreement made by business actors.⁹ What is contained in Article 1 point 10 which means that every rule or provision and condition that has been prepared and determined unilaterally by the business actor as stated in a document or the contents of an agreement is binding and must be fulfilled by consumers as long as the contents of the standard clause or standard agreement do not prohibited in accordance with Article 18 of the Consumer Protection Law which has been explained above and does not burden or harm consumers.

If a business actor does not include standard clauses that comply with the provisions of Article 18 paragraphs (1) to (4) as explained above, they will be subject to sanctions which can be in the form of civil sanctions or criminal sanctions.

a. Civil sanctions

Business actors will be subject to civil witness if the standard agreement made by consumers is challenged in court, which will cause the judge to make a decision that the agreement is null and void. Business actors who make agreements that do not comply with the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection regarding the inclusion of standard clauses must revise the contents of the agreement and make an agreement that complies with the applicable provisions.

b. Criminal sanctions

Business actors will be subject to criminal sanctions if the perpetrator violates the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection regarding the provisions for the inclusion of standard clauses with a maximum prison sentence of 5 (five) years or a maximum fine of IDR 2,000,000,000 (two billion rupiah). This is in accordance with the provisions of Article 62 of Law Number 8 of 1999 concerning Consumer Protection. Article 63 of Law Number 8 of 1999 concerning Consumer Protection also regulates several additional laws, namely:

- 1) Confiscation of certain items
- 2) Announcement of the judge's decision
- 3) Payment of compensation
- 4) Orders to stop certain activities that cause consumer losses.
- 5) Obligation to withdraw goods from circulation; or
- 6) Revocation of business license.

The Civil Code and the Law on Information and Electronic Transactions have provided a clear basis regarding the validity of electronic contract agreements for Paylater. The terms of the agreement according to the Civil Code and the Information and Electronic Transactions Law must of course be based on the principle of good faith for the parties entering into an agreement with Paylater. When related to the terms of the Paylater agreement, for example;

a. In carrying out a Paylater agreement, personal data verification is carried out several times, such as photo ID, photo with ID card, and several data verifications such as entering personal data as a form of agreement and also to avoid fraud.

b. In each Paylater installment payment, the Paylater loan recipient is obliged to pay on time according to the amount and schedule that has been determined together at the time of Paylater registration. The amount and terms of the installment payment schedule cannot be changed without the consent of both parties.

c. Installment payments must be paid in full according to the contents of the agreement without any set-off of debt (compensation) or any deductions or reduction of other assets.

d. Each installment payment is made in Indonesian currency (Rupiah).

⁹ Gunawan Wijaja dan Ahmad Yani, *Hukum tentang Perlindungan Konsumen*, (Jakarta: Gramedia Pustaka Utama, 2003), hlm.54.

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e. Installment payments (by any means) are deemed to have been paid if the payment has been received and verified by the electronic system.

If you look at the terms of the agreement implemented in Paylater, it is in accordance with the legal terms of the agreement according to Article 1320 of the Civil Code, especially regarding the agreement between the parties. Even though in an electronic contract in Paylater the parties do not meet in person, an agreement is deemed to have occurred when the loan recipient clicks "i accept" or "i agree" as a form of agreement. Apart from that, if examined through Law Number 19 of 2016 concerning Information and Electronic Transactions on contracts, the Paylater agreement is in accordance with the provisions of the applicable agreement.

2. Strength of Proof of Electronic Agreements in the Paylater Feature When a Dispute Occurs.

Human life is currently experiencing increasing development in various sectors of life, this is due to advances in science and technology. Technological developments also have an impact on developments in the practice of buying and selling traffic and several types of agreements made electronically.

Some civil relations that occur today are even carried out electronically, in fact almost all civil relations. This began to develop rapidly during the Covid-19 pandemic which forced people to do work online, such as buying and selling, lending and renting.

This kind of phenomenon, although the government is slow to anticipate. However, the presence of Law Number 19 of 2016 concerning Information and Electronic Transactions is considered sufficient to provide an answer to the response to the use of electronic transactions. However, in electronic transactions, it does not rule out the possibility of various problems arising, one of which is regarding the existence of electronic evidence, which does not only focus on legal aspects, but also concerns the evidentiary value and standards of proof caused by not meeting them in person.¹⁰

The current position of electronic evidence in civil cases is no longer seen as having to be based on the types of electronic evidence which have been limitedly determined by the Civil Code. The presence of Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE) as a form of confirmation of the recognition of electronic transactions in civil traffic, as well as the ability to use electronic transcripts as a form of evidence in court, has had quite a big influence on the development of electronic transactions today.

Regarding electronic evidence, it has been stated in Article 5 Paragraph 1 of the Information and Electronic Transactions Law which states that electronic information and/or documents and/or printed results are valid evidence and have valid legal consequences. The definition of electronic information in the provisions of Article 1 of the ITE Law, which states that electronic information is one or a collection of electronic data including writing, sound, images, maps, plans, photos, electronic data interchange (EDI), electronic mail (electronic mail), telegram, telex, telecopy, or similar letters, signs, numbers, access codes, symbols, or perforations that have been processed which have meaning or can be understood by people who are able to understand them. The formulation regarding electronic information contained in Article 1 is broader than information stated on paper.

This is because the nature of electronic information is easily transferred into several forms or media. In Article 1 paragraph (4) of the ITE Law it is further stated that electronic documents are any electronic information created, sent, received or stored in analog, digital, electromagnetic, optical or similar form that can be seen, displayed and/or heard via computer or electronic system. Evidence can be trusted if it is carried out by:

- a. Using computer equipment to store and produce print outs.
- b. Process data as usual by entering initials in a computerized archive processing system.
- c. Test the data in a timely manner, after the data has been written down by someone who knows the legal event.
- d. Review the information received to ensure the accuracy of the data entered.
- e. Data storage methods and data retrieval actions to prevent data loss when stored.
- f. The use of computer programs can truly be accounted for in processing data.
- g. Measuring the retrieval test of program accuracy.
- h. Time and archiving computer print-out mode.

Problems that arise in the field of electronic evidence when viewed from the perspective of copies or quotations that have been taking place in civil practice can be seen in the provisions of Article 6 of the ITE Law which states that in the event that there are provisions other than those regulated in Article 5 paragraph (4) in requiring information must be in written or original form, electronic information and/or electronic documents are considered valid as long as the information contained therein can be accessed, displayed, its integrity is guaranteed, and can be accounted for so that it explains a situation.

In the formulation of Article 6 of the ITE Law there is the sentence "Electronic information and/or electronic documents are considered valid as long as they can be accessed, displayed, guaranteed to be intact and can be accounted for." The sentence "guaranteed to be intact" is a sentence that emphasizes that electronic information and/or electronic documents must be valid. , its

¹⁰ M. Natsir Asnawi, *Hukum Pembuktian Perkara Perdata Indonesia: Kajian Kontekstual Mengenai Sistem, Asas, Prinsip, Pembebanan, dan Standar Pembuktian*, (Yogyakarta; UII Press, 2013), hlm.9.

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truth and validity is guaranteed so that it will not cause harm to any party, considering that information and/or documents are carried out electronically, making them vulnerable to falsification. If there is a dispute regarding electronic transactions, whether in a loan agreement with Paylater, of course at the proof stage it will be difficult to carry out if there are no special regulations governing it. So Article 5 paragraph (1) of the ITE Law states that electronic information and/or electronic documents and/or printed results are valid evidence.

CONCLUSION

1. The agreement process for electronic contracts and contracts carried out conventionally have similarities, what differentiates the two contracts is that electronic contracts are carried out without face to face and do not require meeting in person so that the agreement process for electronic contracts occurs more quickly, easily and efficiently. Electronic contracts with Paylater are valid because they fulfill the legal requirements for an agreement based on Article 1320. Apart from that, if we examine the electronic contract, it also complies with the provisions regulated in Law Number 19 of 2016 concerning Information and Electronic Transactions.

2. The evidentiary status of electronic evidence in civil cases in court as valid evidence. The presence of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, as a form of confirmation of the recognition of electronic information and/or documents as legally valid evidence. As long as the information and/or electronic documents included can be accessed, displayed, their integrity is guaranteed, and can be accounted for so that they can explain a situation or event related to the dispute that occurred.

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