

**PROTECTION OF PRIVATE DATA CONSUMERS P2P LENDING
AS PART OF E-COMMERCE BUSINESS IN INDONESIA****Teguh Winarso¹, Hari Sutra Disemadi², Paramita Prananingtyas³**

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Abstract

The use of information technology in Indonesia has increased significantly and has affected the aspects of human life. One of them is the presence of e-commerce platform money lending rather than financial technology in the form of peer to peer lending (P2P Lending). P2P Lending is the practice or method of giving money to individuals or businesses and vice versa, applying for loans to lenders, which connects lenders with borrowers or investors online. However, the problem currently faced is the protection of P2P Lending consumers' data. Therefore, this normative legal research aims to find out and examine the protection of personal data of P2P Lending consumers as part of the e-commerce business in Indonesia. This research shows that the implementation of P2P Lending is regulated in POJK No. 77/POJK.01/2016 and PBI No.19/12/PBI/2017. These two rules were formed aiming to ensure the implementation of P2P Lending and be able to keep abreast of financial technology very quickly. Then the protection of P2P Lending consumer private data has been set in the ITE Law. The presence of the ITE Law aims to protect private data in P2P Lending activities as part of an e-commerce business. But the ITE Law does not yet contain specific data protection rules.

Keywords: *Consumers Protection; Fintech; Private Data; P2P Lending*

INTRODUCTION

The development of science and information technology in Indonesia is no longer a stranger to society.¹ Today, the

rapid development in the digital age is very capable of influencing people to access the various latest information, as well as making it easier for the public to

¹ Hari Sutra Disemadi, Paramita Prananingtyas, and Ratna Kumala Sari. (2020). "Legal Regulation and Protections for the Parties in the Franchise Business

Agreements in Indonesia," *Hang Tuah Law Journal* 3(3): 202–209, <https://doi.org/10.30649/htlj.v3i2.151>, p. 203.

complete their work effectively and efficiently with various features of sophisticated electronic services.² The development of science and technology above cannot be separated from the presence of globalization which has a major impact on the activities of human life.

The use of information technology in Indonesia has increased significantly from year to year. The integration of the development of information technology with the media and telecommunications today has resulted in an increasingly diverse variety of existing services and products.³ This convergence of various technologies is called telematics (telecommunications, media, and informatics). The development of information technology appears in the emergence of various types of activities based on this technology, such as e-government, e-commerce, and various other cyber-based activities (cyberspace).⁴

The presence of e-commerce in Indonesia is a new “trend” in the use of technology-based trade.⁵

The impact of the rapid development of technology and the internet has not only penetrated the trade industry but also to the Indonesian financial industry, which is marked by the presence of financial technology or fintech.⁶ Fintech comes from the term financial technology or financial technology which is an innovation in financial services that gets a touch of modern technology. Financial transactions through financial technology include payments, investments, money lending, transfers, financial plans, and comparison of financial products.⁷ The development of financial technology is beneficial for consumers, businesses, and the national economy, but on the other hand, it has the potential for risks that if not properly mitigated can disrupt the financial system.⁸

² Hari Sutra Disemadi and Paramita Prananingtyas. (2019). “Perlindungan Hukum Terhadap Nasabah Perbankan Pengguna CRM (Cash Recycling Machine),” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 8(3): 286–402, <https://doi.org/10.24843/JMHU.2019.v08.i03.p07>, p. 288.

³ Raden Ani Eko Wahyuni. (2020). “Strategy Of Illegal Technology Financial Management In Form Of Online Loans,” *Jurnal Hukum Prasada* 7(1): 27–33, <https://doi.org/10.22225/jhp.7.1.1324.27-33>, p. 29.

⁴ Lutfina Zunia Apriliana and Darminto Hartono. (2020). “Tinjauan Yuridis Terhadap Pengaturan Perjanjian Kredit Online Sebagai Bagian Dari Kegiatan E-Commerce Dikaitkan Dengan Perlindungan Data

Pribadi Berdasarkan Peraturan Perundang-Undangan” (Tesis: Fakultas Hukum Universitas Diponegoro, Semarang), p. 1.

⁵ Apriliana and Hartono. *Ibid.*

⁶ Misbahul Awang Sakti and Budi Santoso. (2020). “Kebijakan Terhadap Peran Otoritas Jasa Keuangan Dalam Melaksanakan Pengawasan Fintech Baik Yang Terdaftar Dan Tidak Terdaftar” (Tesis: Fakultas Hukum Universitas Diponegoro, Semarang), p. 2.

⁷ Ika Atikah. (2020). “Consumer Protection And Fintech Companies In Indonesia: Innovations And Challenges Of The Financial Services Authority,” *Jurnal Hukum Peradilan* 9(1): 132–153, <https://doi.org/10.25216/jhp.9.1.2020.132-153>, p. 139.

⁸ Miswan Ansori. (2019). “Perkembangan Dan Dampak Financial Technology (Fintech) Terhadap Industri

One of the financial loan platforms rather than financial technology is a peer to peer lending (P2P Lending).⁹ P2P Lending is the practice or method of giving money to individuals or businesses and vice versa, applying for loans to lenders, which connects lenders with borrowers or investors online. P2P Lending allows anyone to provide loans or apply for one loan for another for various purposes without using the services of a legitimate financial institution as an intermediary.¹⁰

So, it can be said that P2P Lending is a marketplace for money lending and borrowing activities. P2P Lending has the unique advantage of being able to perform interface functions through off-balance-sheet funding. P2P Lending services are also more flexible and can allocate capital or funds to almost anyone, in any amount of value, effectively and transparently, and with low interest.¹¹

Digital financial services or P2P Lending are carried out on a legal

umbrella. This follows after the issuance of the Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology Based Money Lending and Borrowing Services (POJK No.77/POJK.01/2016). In the regulation, the Financial Services Authority regulates various matters that must be obeyed by P2P Lending business operators. To protect the interests of consumers related to the security of funds and data, as well as national interests related to the prevention of money laundering and financing of terrorism, as well as financial system stability.

Regarding P2P Lending consumer personal data protection, Article 1 paragraph (1) Minister Regulation Number 20 of 2016 concerning Protection of Personal Data in the Electronic System states that the understanding of Personal Data is certain personal data that is stored, maintained, and protected by the truth and protected by confidentiality.

But in reality, up to now, there are still violations committed by P2P Lending business providers, the problem faced by consumers is regarding personal data that has been disseminated by P2P Lending without notice and without permission

Keuangan Syariah Di Jawa Tengah," *Wahana Islamika : Jurnal Studi Keislaman* 5(1): 31-45, <https://doi.org/doi.org/10.5281/wahanaislamika.v5i1.41.>, p. 39.

⁹ Risna Kartika, "Analisis Peer To Peer Lending Di Indonesia," *Akuntabilitas: Jurnal Ilmiah Ilmu-Ilmu Ekonomi* 12(2): 75-86, <https://doi.org/10.35457/akuntabilitas.v12i2.902.>, p. 79.

¹⁰ Budiharto, Sartika Nanda Lestari, and Gusto Hartanto. (2019). "The Legal Protection Of Lenders In Peer To Peer Lending System," *Law Reform* 15, no. 2 (2019): 275-289, <https://doi.org/doi.org/10.14710/lr.v15i2.26186.>, p. 280

¹¹ Apriliana and Hartono." *Op.Cit.*, p. 4.

from the owner of the personal data.¹² Dissemination of personal data is done by sending messages to all telephone contacts owned by the borrower, where the message contains the borrower's personal data, the amount of debt owed, and informs him to carry out debt payments from the borrower. In addition, the borrower was terrorized and humiliated by the P2P Lending via WhatsApp.¹³

Previous research related to consumer financial technology protection is 1). Basrowi in 2019 which focuses on the protection of consumers of Islamic financial technology which mentions consumer protection in the use of Islamic financial technology is through two ways, namely preemptive and curative¹⁴; 2). Ahmad Ridha Jafar in 2019 focusing on the oversight function of the Financial Services Authority (OJK) related to consumer protection in P2P Lending financial technology services¹⁵; and 3).

¹² Catur Waskito Edy. (2019). "BERITA LENGKAP: Nita Diteror Dan Dipermalukan Penyedia Pinjaman Online, Inilah Saran OJK," <https://jateng.tribunnews.com/2019/02/18/berita-lengkap-nita-diteror-dan-dipermalukanpenyedia-pinjol-inilah-saran-ojk?page=all>, Accessed June 10, 2020.

¹³ Edy. *Ibid.*

¹⁴ Basrowi. (2019). "Analisis Aspek Dan Upaya Perlindungan Konsumen Fintech Syariah," *Lex Librum: Jurnal Ilmu Hukum* 5(2): 959–980, <https://doi.org/dx.doi.org/10.46839/lljih.v5i2.134>, p. 959.

¹⁵ Ahmad Ridha Jafar. (2019). "Fungsi Pengawasan Otoritas Jasa Keuangan (OJK) Terkait Perlindungan Konsumen Pada Layanan Peer To Peer Lending Fintech," *Ahkam: Jurnal Hukum Islam* 7(2): 215–234, <https://doi.org/10.21274/ahkam.2019.7.2>, p. 215.

Kornelius Benuf, Siti Mahmudah, and Ery Agus Priyono in 2019 focused on the legal protection of consumer data technology in financial technology in Indonesia.¹⁶ Based on some of the previous research, there is a difference in the focus of the research, which in this research focuses more on protecting personal data of P2P Lending consumers as part of the e-commerce business. Therefore the problem in this research is how to manage P2P Lending as part of an e-commerce business, and how to protect P2P Lending consumer data as part of the e-commerce business in Indonesia.

METHOD

The method of approach in this research is the conceptual approach and the statutory approach. The conceptual approach is carried out by describing the concept of personal protection of P2P Lending consumers themselves in the form of understanding and legal principles. The legislative approach is to examine all laws and regulations relating to the aspects of financial law and information technology in the protection of personal data, which are then analyzed

¹⁶ Kornelius Benuf, Siti Mahmudah, and Ery Agus Priyono. (2019). "Perlindungan Hukum Terhadap Keamanan Data Konsumen Financial Technology Di Indonesia," *Refleksi Hukum: Jurnal Ilmu Hukum* 3(2): 145–160, <https://doi.org/10.24246/jrh.2019.v3.i2.p145-160>, p. 146.

using descriptive-qualitative analysis techniques.

This normative legal research emphasizes secondary data in the form of primary legal materials, secondary legal materials, and tertiary legal materials. The technique used to obtain secondary data in this study was carried out by collecting, searching, inventorying, studying and searching literature studies relating to the laws and regulations governing the legality of protecting personal data in P2P Lending consumers in Indonesia.

ANALYSIS AND DISCUSSION

Regulation on the Implementation of P2P Lending as Part of E-commerce Business in Indonesia

The term electronic commerce (e-commerce) is not a standard term. Several other terms are equated with e-commerce in general such as WEB Contracts, and Electronic Trade Contracts. E-commerce is part of electronic business (business that is carried out through electronic media). Businesses define e-commerce as any form of commerce/trade in goods or services using electronic media and internet or online media.

Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) is the main legal basis for e-

commerce in Indonesia. The ITE Law was passed on April 21, 2008 and entered into force upon promulgation. The significance of this ITE Law for e-commerce transactions is: 1). Recognition of transactions, information, documents and electronic signatures within the framework of engagement law and proof law, so that the legal certainty of electronic transactions can be guaranteed; 2). Classification of actions including qualifications of violations of law related to misuse of IT (Information Technology) accompanied by criminal sanctions; and 3). The ITE Law applies to everyone who commits legal actions, whether in Indonesia or outside Indonesia. So that the scope of this law is not only local but also international.

One form of e-commerce in Indonesia in lending and borrowing money services is P2P Lending. P2P Lending is a financial service provider to bring together lenders and loan recipients in the context of entering into loan agreements to borrow in rupiah directly through an electronic system using the internet network, this is stated in Article 1 POJK No. 77/POJK.01/2016. Furthermore, Article 3 of Bank Indonesia Regulation Number 19/12/PBI/2017 concerning the Implementation of Financial Technology (PBI No. 19/12/PBI/2017) states that ap-

plication or information technology-based lending and borrowing services is one of the types of organizing financial technology categories financial services.

In general, arrangements that guarantee the implementation of P2P Lending are POJK No. 77/POJK.01/2016 and PBI No. 19/12/PBI/2017. These two rules were formed aiming to be able to follow the development of financial technology very quickly.

All agreements made between debtors and creditors in credit activities through online media or P2P Lending are contained in an electronic contract. Arrangements relating to electronic contracts are listed in Article 1 number 17 of Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law) which states that: Electronic Contracts are parties' agreements made through the Electronic System. The legal strength of electronic contracts can be seen in Article 18 paragraph (1) of the ITE Law which states that Electronic transactions as outlined in the Electronic Contract are binding on the parties.

P2P Lending as part of e-commerce business is a choice for the public about consumer financing institutions, this is due to the high level of need and fast service system, uncomplicated procedures,

and easy requirements to be met. Various facilities that cause people to choose financial institutions to meet their needs, but there are consequences for people's choice of these financial institutions, namely the loan interest rate is higher than the loan interest rate provided by banks. Regarding the high interest rates in P2P Lending, it does not affect the interest of consumers to continue to choose consumer financing institutions (P2P Lending). Consumers pay more attention to the number of installments per month following their ability to pay installments of monthly income.

Article 1 paragraph (3) POJK No. 77/POJK.01/2016 explains that in essence P2P Lending is the provision of financial services to bring together lenders and loan recipients in the context of entering into loan agreements to borrow in rupiah directly through an electronic system using the internet network. In short, the lending system by the lender or the e-commerce platform uses an internet network system to make it easier to bring together lenders with loan recipients.

In Indonesia, the implementation of P2P Lending must be registered and/or licensed by OJK based on Article 7 POJK No. 77/POJK.01/2016 which states "the implementation is obliged to advance reg-

istration and licensing to OJK". Therefore, every P2P Lending organization must have permission from the OJK before operating it. For the number of P2P Lending that is illegal or unregistered and/or licensed by the OJK, it is necessary to regulate OJK licensing and supervision of P2P Lending, for the sustainability of P2P Lending itself and the interests of consumers. The operation of P2P Lending in Indonesia is required to have legality, because this is closely related to the potential risks associated with consumer protection, financial system stability and payment systems.

Article 15 paragraph (1) PBI No.19/12/PBI/2017 states that those organizing the financial technology or merchants from an e-commerce platform that is categorized as a payment system service provider must obtain a license from Bank Indonesia following Bank Indonesia regulations governing the implementation of payment transaction processing. Continued in paragraph (2) states that as referred to in paragraph (1), for merchants (traders) of an e-commerce that fall into the category of other payment system service providers determined by Bank Indonesia as referred to in Bank Indonesia regulations governing the implementation of processing payment transaction, must

meet the eligibility aspect. The feasibility aspects include; clarity of the legality and profile of a company, followed by clarity of the law enforcement system of the company, then seen from the readiness and clarity of a company's operations, there is also clarity of a security and reliability of a system, then also seen from the feasibility of a business from the company. Then, the last and most important feasibility aspect of a financial technology provider must prioritize the aspects of consumer protection.¹⁷

Protection is carried out by ensuring the limits and responsibilities of each in conducting e-commerce business activities including P2P Lending. Providers of the P2P Lending platform are considered required to provide reporting facilities, and pay attention to the period of removal or blocking of prohibited content. Meanwhile, consumers are also obliged to provide complete and correct information on the terms and contracts of the products they sell, clearly notified to consumers without having to be covered up. The principle of e-commerce business policy, which is directed at the mandate of providing legal protection to the interests

¹⁷ Cliff Kohardinata, Noorlailie Soewarno, and Bambang Tjahjadi. (2020). "Indonesian Peer To Peer Lending (P2P) At Entrant's Disruptive Trajectory," *Business: Theory and Practice* 21(1): 104–114, <https://doi.org/10.3846/btp.2020.11171>, p. 111.

of users or consumers (user's centric). This was revealed as legal principles or at least several important things that must be considered by business operators of e-commerce providers including P2P Lending, including¹⁸: 1). Business must be built on good faith and respect the principle of trust in good electronic system accountability; 2). Electronic business must be efficient and effective so that the constraints of high economic costs must be eliminated; 3). Business is expected to foster a fair business competition climate; 4). Business is expected to provide convenience and protect the interests of consumers and prevent any attempts to exploit consumer rights.

P2P Lending Consumer Data Protection as Part of E-Commerce Business in Indonesia

Today, the development of P2P Lending is "tarnished" by the rise of illegal P2P Lending businesses (unregistered and/or licensed by the OJK). This condition is considered quite alarming. The types of violations of the law committed by illegal P2P Lending vary, ranging from

rough billing¹⁹, to the theft of personal data via consumer cellphones by P2P Lending businesses that hurt consumers. Of course, this is very unsettling for consumers and must be immediately addressed by the OJK as the authorized authority to conduct surveillance and law enforcement on cases of P2P Lending that are troubling so as not to tarnish the P2P Lending business in the future.²⁰

Related to personal data of consumers, especially P2P Lending as part of an e-commerce business. Article 1 number 1 of the Regulation of the Minister of Communication and Information Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems (Permenkomimfo No. 20 of 2016), that personal data is certain personal data that is stored, maintained, and protected by the truth and protected its confidentiality. While Article 1 number 2 of the Permenkomimfo No. 20 of 2016, the understanding of certain individual data is any true and real information that is inherent and can be identified, either directly or indirectly, to each individual whose use is in accordance with the provisions of the legislation.

¹⁸ Edmon Makarim. (2014). "Kerangka Kebijakan Dan Reformasi Hukum Untuk Kelancaran Perdagangan Secara Elektronik (E-Commerce) Di Indonesia," *Jurnal Hukum & Pembangunan* 44 (3): 314–37, <https://doi.org/10.21143/jhp.vol44.no3.25>, p. 320.

¹⁹ Ari Rahmad Hakim BF, I Gusti Agung Wisudawan, and Yudi Setiawan. (2020). "Pengaturan Bisnis Pinjaman Secara Online Atau Fintech Menurut Hukum Positif Di Indonesia," *GANEC SWARA* 14 (1): 464–475, <https://doi.org/10.35327/gara.v14i1.122>, p. 470.

²⁰ Hakim BF, Wisudawan, and Setiawan. *Ibid.*, p. 471.

Protection of personal data is also regulated in the ITE Law, which regulates protection from unauthorized use, protection by electronic system providers, and protection from illegal access.²¹ Regarding the protection of personal data from unauthorized use, Article 26 of the ITE Law states that: 1). Unless otherwise specified by legislation, the use of any information through electronic media relating to a person's personal data must be carried out with the consent of the person concerned; 2). Any person whose rights are violated as referred to in paragraph (1) may file a claim for damages incurred under this law; 3). Every electronic system organizer is obliged to delete irrelevant electronic information and/or electronic documents that are under his control at the request of the person concerned based on a court decision; 4). Every electronic system provider must provide a mechanism for erasing irrelevant electronic information and/or electronic documents in accordance with statutory provisions, and 5). Provisions regarding the procedure for deleting electronic information and/or electronic documents as referred to in paragraph (3) and paragraph (4) are regulated

²¹ Melani, Hari Sutra Disemadi, and Nyoman Serikat Putra Jaya. (2020). "Kebijakan Hukum Pidana Dibidang Transaksi Elektronik Sebagai Tindak Pidana Non-Konvensional." *Pandecta: Jurnal Penelitian Ilmu Hukum (Research Law Journal)* 15(1): 111-120, <https://doi.org/10.15294/pandecta.v15i1.19469>, p. 115.

in government regulations.

Elucidation of Article 26 of the ITE Law states that personal data is one part of personal rights. Personal data is one part of personal rights (privacy rights) which contains the understanding that the right to be able to communicate with others without spying and the right to supervise access to information about one's personal life and data. Meanwhile, the definition of personal data can be seen in Article 1 Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Transactions and Systems, personal data is certain personal data that is stored, maintained, and protected by the truth and protected by confidentiality.²² The form of data protection is divided into two categories, namely the form of data protection in the form of physical data security, both visible data and invisible data. Other forms of data protection are the side of regulations governing the use of data by unauthorized persons, misuse of data for certain purposes, and destruction of the data itself.²³

Article 26 of the ITE Law requires that the use of any personal data in an

²² Maskun. (2013). *Kejahatan Siber (Cyber Crime)*. (Bandung: Kencana Prenada Group), p. 34.

²³ Erna Priliyasi. (2019). "Pentingnya Perlindungan Data Pribadi Dalam Transaksi Pinjaman Online (The Urgency Of Personal Protection In Peer To Peer Lending)," *Majalah Hukum Nasional* 2: 1–27, <https://mhn.bphn.go.id/index.php/MHN/article/view/44>, p. 17.

electronic media must be approved by the owner of the data concerned. Anyone who violates this provision can be sued for losses incurred. Although it has been generally regulated in the ITE Law and several other laws, Indonesia feels that it is very necessary to immediately make a special regulation regarding the protection of personal data. One reason is to increase the economic value of Indonesia in the international business community. If Indonesia has strict and adequate regulations, developed countries such as the European Union or Singapore are no longer reluctant to conduct business relations with the Indonesian people through cyberspace, because in business relationships the transfer of data will automatically be carried out, where regulations in developed countries emphasized that data transfers can only be carried out to countries that have the same strong privacy protection.²⁴ If Indonesia already has regulations that specifically regulate the protection of personal data, specifically associated with P2P Lending activities as part of e-commerce business, then the community will have confidence in their own country

without fearing participating in technology-based financial activities.²⁵ In this day and age there are a lot of misuse of personal data, especially in transactions of E-commerce activities, this is because the protection of the privacy of information on personal data in Indonesia is still weak.

In general there are three (3) aspects of privacy, namely privacy regarding one's person, privacy of one's data and privacy of one's communications. The problem that arises in e-commerce transactions is a violation of the privacy of data about a person or in other words called "personal data", this violation is usually in the form of misuse of information collected on members of an organization/institution or customers from a company.

In e-commerce transactions, the identity of entering into a loan agreement in P2P Lending is included in the personal data, which is owned by the owner of the personal data, that is, an individual attached to certain individual data as regulated in Article 1 number 3 of the Minister of Communication and Information Regulation Number 20 of 2016 concerning Protection of Personal Data in Electronic Sys-

²⁴ Dararida Fandra Mahira, Emilda Yofita, and Lisa Nur Azizah. (2020). "Consumer Protection System (CPS): Sistem Perlindungan Data Pribadi Konsumen Melalui Collaboration Concept," *Jurnal Legislatif* 3 (2): 287–302, <http://journal.unhas.ac.id/index.php/jhl/article/view/10472>, p. 298.

²⁵ Intan Audia Priskarini, Pranoto, and Kukuh Tejomurti. (2020). "The Role of The Financial Services Authority in The Legal Protection of Privacy Rights in Connection with Personal Data of Fintech Lending Debtor in Indonesia," *Padjadjaran Journal of Law* 6 (3): 556–575, <https://doi.org/doi.org/10.22304/pjih.v6n3.a7>, p. 560.

tems (Permenkominfo No. 20 of 2016).

Article 2 paragraph (1) *jo*. Article 3 Permenkominfo No. 20 of 2016 regulates the Prevention of Misuse of Personal Data in financial technology which includes protection when it occurs 1). Acquisition and collection; 2). Processing and analyzing; 3). Storage; 4). Appearance, announcement, delivery, distribution and/or opening of access; and 5). Annihilation.

As a P2P Lending organizer, of course, it is obligatory to protect personal data based on the principle of personal data protection as stipulated in Article 2 paragraph (2) of the Ministry of Communication and Information No. 20 of 2016, which includes: 1). respect for personal data as privacy; 2). personal data is confidential following the agreement and/or based on statutory provisions; 3). based on agreement; 4). relevance to the objectives of acquisition, collection, processing, analysis, storage, appearance, announcement, delivery and dissemination; 5). the feasibility of the electronic system used; 6). good faith to immediately notify the owner of personal data of any failure to protect personal data; 7). the availability of internal rules for managing personal data protection; 8). responsibility for personal data within the user's control; 9). ease of access and correction of personal

data by the owner of personal data; and 10). Integrity, accuracy, and validity and updating of personal data.

To obtain and collect personal data, P2P Lending is obliged to do so based on approval or legislation, by providing an consent form in Indonesian to request approval from the owner of personal data as regulated in Article 9 paragraph (1) *jo*. Article 6 Permenkominfo No. 20 of 2016.

Acquisition and collection of personal data are divided into two, namely directly and indirectly. Personal data obtained and collected directly must be verified to the owner of the personal data. While personal data obtained and collected indirectly must be verified based on the results of processed various data sources and have a valid legal basis.

Any person whose rights have been violated as referred to in Article 26 paragraph (1) of the ITE Law may file a claim for damages caused. If someone feels disadvantaged because his identity is used in the misuse of personal data, then he can file a lawsuit for losses obtained, the lawsuit in question is a lawsuit against the law.

Acts against the law are regulated in Article 1365 of the Civil Code which states that every act that violates the law, which brings harm to others, obliges those

who, due to the wrong issuance of the loss, compensate for the loss. Also, for violating the provisions on personal data protection according to Article 36 paragraph (1) Permenkominfo No. 20 of 2016 may be subject to verbal or written warning sanctions, temporary suspension of business activities and/or announced through online sites, which read: Every person who obtains, collects, processes, analyzes, stores, displays, announces, transmit, and/or disseminate Personal Data without rights or not by the provisions in this Ministerial Regulation or other legislation subject to administrative sanctions by the provisions of the legislation in the form of: 1). Verbal warning; 2). Written warning; 3). Temporary suspension of activities; and/or 4). Announcements on online sites (online websites).

The existence of Law 21 of 2011 regarding the Financial Services Authority, the protection of consumers against the implementation of P2P Lending as part of e-commerce business, is the responsibility of the OJK. This can be seen in Article 4 of the Law on the Financial Services Authority which states that the OJK was formed with the aim that all activities in the financial services sector: (a) the implementation of regular, fair, transparent and accountable; (b) able to realize a fi-

nancial system that is growing sustainably and stably; (c) able to protect the interests of consumers and the public.

Continuing Article 4 above, Article 5 of the Law on the Financial Services Authority explains the function of the OJK. Article 5 states that OJK has the function of organizing an integrated regulation and supervision system for all activities in the financial services sector. As explained in the discussion above, as an authorized authority to supervise P2P Lending companies in Indonesia, to date OJK has issued 2 P2P Lending company supervision regulations. So, the P2P Lending-based company monitoring system is closely related to consumer protection legal issues. Because one of the keys so that consumers can be protected their rights comes from the extent to which regulations related to supervision and supervision systems carried out by the government (in this case OJK) related to the P2P Lending company itself.²⁶

OJK in protecting P2P Lending consumers is considered important given the complexity of activities in the financial services sector. Consumer protection that is facilitated by OJK can be in the form of

²⁶ Nuzul Rahmayani, (2018). "Tinjauan Hukum Perlindungan Konsumen Terkait Pengawasan Perusahaan Berbasis Financial Technology Di Indonesia," *Pagaruyuang Law Journal* 2 (1): 24–41, <https://jurnal.umsb.ac.id/index.php/pagaruyuang/article/view/887>, p. 38.

preventative measures for consumer loss, consumer complaint services and legal defense.²⁷

CONCLUSION

Specific regulations governing the operation of P2P Lending include POJK Number 77/POJK.01/2016 concerning Information Technology Based Money Lending and Borrowing Services. This POJK is an OJK policy issued regulating and overseeing the implementation of fintech given the rapid technological advances in the digital financial industry that cannot be ignored and need to be managed to provide maximum benefits for the benefit of the community. This regulation was also issued as an effort to support financial services that are innovative, fast, cheap, easy, and broad as well as to increase financial inclusion, investment, financing and other financial services. Until now, the regulation of P2P Lending is only limited to P2P Lending registered and licensed by OJK.

In Indonesia, the ITE Law aims to protect personal data in e-commerce transactions including the implementation of P2P Lending. Regulations regarding the protection of personal data of internet

users are contained in the ITE Law. But the ITE Law does not yet contain specific data protection rules. Empirical facts that show a lot of abuse of personal data, especially in e-commerce transactions, especially P2P Lending is caused by the protection of the privacy of information on personal data in Indonesia is still weak. Privacy arrangements in Indonesia can also be done with selfregulation. Selfregulation is a unilateral effort made by websites that enter the area of internet services.

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