

LEGAL CONSTRUCTION AND DISPUTE RESOLUTION OF NON-PAYMENT DEBTORS IN PAYLATER SHOPEE

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Abstract

Shopee is the number one online shopping platform in Indonesia. Provides the Paylater feature, namely the buy now and pay later system. In the financing flow, Shopee collaborates with PT Lentera Dana Nusantara as a financing institution. Therefore, the involvement of several parties needs to be understood as well as their legal position and rights and obligations. The ease of use of this feature causes the problem of debtors who do not pay their bills. Therefore, it is necessary to analyze the efforts taken in the dispute. This study uses a statute approach with a normative juridical method. Secondary data types sourced from primary, secondary and tertiary legal materials with literature study data collection techniques and interviews with respondents that are purposive. Qualitative analysis techniques that are descriptive. The results of Shopee's Paylater research are a form of cooperation between PT Shopee Internasional and PT Commerce Finance under the OJK which is continued by PT Lentera Dana Nusantara. The financing agreement gives rise to the regulation of the POJK Civil Code and



the UUPK because there are three parties involved in the Paylater feature, namely consumers, Shopee Paylater feature providers and Fintech. OJK Regulation No. 10/POJK.05/2022. The systematics of using Paylater can be found out by users in the Shopee application in the Paylater menu. Default from the user's default is only in the form of payment interest. 5% of the total bill per month as a consequence of late payment. Some of the efforts made by Shopee are by freezing user accounts and making periodic payments to recording late payments in SLIK OJK. In conclusion, the need for legal protection is not only preventive legal protection but also repressive legal protection.

KEYWORDS

Agreements, Default, Dispute Resolution, *Paylater*, Shopee

Introduction

The rapid development of technology is increasingly affecting trade industry activities which have an impact on business activity patterns.¹ One of them is by shopping online. Online shopping can help shoppers easily get the products they need, buyers don't have to go to the store to spend a lot of time and money because online shopping is more efficient than offline shopping. According to McLeod Perason, e-commerce is the use of the internet to buy and sell business transactions.² With this efficiency and convenience, buyers will be happy to transact over the internet for the items they want. ³However, it is highly expected that the Indonesian people will make good use of it to be wiser in facing technological advances that are increasingly innovating.⁴ Shopee was present in May 2015 which expanded to countries in Southeast Asia, one of which is Indonesia.⁵ Shopee is listed

¹ Fandy Tjiptono, 2023, *Service Marketing*, Malang, Bayumedia, p. 53

² McLeod Pearson, 2008, *Management Information Systems*, Jakarta, Salemba, p. 59

³ Cashman, Selly, 2007, *Discovering Computers: Exploring Dubia Fundamental Computers*, Jakarta, Salemba, p. 463

⁴ Zaini, Zulfi Diane, "Comparison of Legal Aspects of Conventional Banking and Banking Based on Sharia Principles in the Operational Activities of Banking Institutions in Indonesia." *Legal Institutions*, vol 2, No. 2 (2017), p. 125

⁵ Wardoyo and Andini, "Factors Influencing Online Purchase Decisions in Gunadarma University Students," *COMPETITIVENESS Journal of Resource Management Economics* 19, no. 1 (2017): 23.

as the number one online shopping platform in Indonesia with the highest total number of downloads either on Google Play or Apple Store and is the number one online shopping platform in the highest number of monthly active users.⁶

In the Shopee application, there is the Shopee Paylater feature which was launched on March 6, 2019 to improve services to make it easier for consumers to transact. The Shopee Paylater feature which was launched on March 6, 2019 to improve services to make it easier for consumers to transact. Shopee Paylater is a payment method with a buy now and pay later system. Basically, some shopping applications offer this feature, but DailySocial research shows that Shopee is an e-commerce that has Paylater facilities as an alternative shopping payment method and Shopee is the e-commerce that gets the highest number of shopping frequencies, which is 29%.⁷ In the Shopee Paylater feature, it means that there has been a loan and borrowing agreement in the form of financing. As dijelaskan Money lending facilities in information technology on Shopee Paylater are regulated in article 1 No.3 of Regulation (PJOK) No: 77/POJK.1/2016.⁸

In Article 7 of the Consumer Protection Law, consumers are to be provided with clear information in terms of transactions or buying and selling activities. Paylater users not only highlight the rights they get, but also the obligations and suitability of using Shopee Paylater. Therefore, the author discusses the first problem, which is related to the legal construction of the parties in the involvement of Paylater financing. Shopee issued the Paylater feature in collaboration with PT Commerce Finance which was then forwarded by PT Lentera Dana Nusantara. PT Lentera Dana Nusantara

⁶ CNN Indonesia, 2023, *E-Commerce Market Domination, Shopee Excels from Other Players* <https://www.cnnindonesia.com/ekonomi/20230626105528-97-966554/dominasi-pasar-e-commerce-shopee-out-of-other-players>, (accessed on October 1, 2023, 16:20)

⁷ Randi Eka, 2018, *MarkPlus Survey: Shopee Becomes the Most Popular E-Commerce Platform Today*, <https://dailysocial.id/post/riset-e-commerce-markplus> (accessed on October 1, 2023, 09:00).

⁸ "Financial Services Authority, PJOK (Financial Services Authority Regulation) No.77/PJOK. 1/2016 concerning Information Technology-Based Money Lending Services, Article 1 Number (3)," n.d.

is a technology-based online loan that was established in 2018. It is necessary to discuss the position of the parties and the financing procedures that occur in the Paylater feature. There is a connection between PT Lentera Dana Nusantara in financing that will give rise to OJK regulations, because PT Lentera Dana Nusantara is subject to OJK regulations.

In addition, the existence of a financing agreement gives rise to an agreement regulated in the Civil Code. The problem arising from the Paylater feature is the background for the UUPK arrangement which regulates Shopee and users. In its implementation, there is also an electronic agreement where consumers make loan loans to Shopee, which is stated in Article 1 no 11 of Law No. 10 of 1998 concerning Banking. Therefore, the user wants to make a payment obligation in accordance with the provisions at the time of borrowing. Because basically in an agreement there is a principle of good faith. In its implementation, users who neglect their payment obligations even to the point of not paying bills that should be said to have defaulted.

Kemudahan yang pengguna dapat dari fitur Paylater jelas mengundang sengketa yaitu munculnya penggunadebitur yang tidak membayar tagihannya. Dapat dikatakan permasalahan gagal yang is a form of default because the user does not carry out his obligations. As a result of irresponsible users, PT Lentera Dana Nusantara continues to strive to minimize negligence by providing information service features for prospective users to read to avoid default. In addition, PT Lentera Dana Nusantara takes part in billing when users of the Paylater feature are about to approach the payment due. The firm efforts made by PT Lentera Dana Nusantara are users who have been reprimanded but do not have good faith, then the username is included in the OJK SLIK list because PT Lentera Dana Nusantara is protected by the OJK. This last effort will be very detrimental to users because it will be difficult to make credit in the future. So the purpose of this study is to analyze regulations related to the Paylater feature,

the parties in it, their rights and obligations and legal standing, and efforts to resolve disputes of debtors who do not pay Paylater bills.

Methods

This study uses the normative juridical method, which is a type of legal research that uses law as the basis for building a norm system. The type of data used is secondary to primary legal materials in the form of laws and regulations and those that review research. The location of the research is carried out by looking for related sources in the Library, the Internet or other places that support the author's research sources. In addition, the author conducted research at the UMY Library to obtain sources that reviewed this research. Using secondary data types by reviewing Paylater Shopee related journals or articles from financing analysis, the process of using and resolving Paylater Shopee repayment disputes. As well as tertiary legal materials.

The approach used is a statute approach or legislative approach, which will approach what problems will be identified. The data collection techniques are studi kepustakaan Untuk menjawab masalah hukum yang menjadi fokus penelitian ini, penulis mengumpulkan informasi sebanyak probably from relevant literature. The legal materials consist of academic works (theses, theses, and dissertations), books, journals, magazines, and other sources related to legal issues and interviews with 2 Paylater users who were involved in negligent repayment to review the actions of Paylater providers aimed at reviewing the effectiveness of dispute resolution efforts carried out by Shopee. The respondents in this study were purposive random sampling so that the data obtained was more representative. The data analysis technique is descriptive which is qualitative. This aims to analyze data by describing the data systematically and rationally to provide answers to problems, as well as solve problems related to the research title.

Result and Discussion

1. Legal Construction and Procedure for Using Shopee Paylater

A. Shopee Paylater Legal Construction

Legal regulations are the main thing to maintain integrity, security, and consumer protection in financial services that involve several parties in Shopee Paylater . Without proper regulation, financial risk and consumer protection can become a serious problem. Therefore, it is important for financial services like Paylater Shopee to be subject to appropriate regulations and ensure strict compliance with the standards set. Regulations regarding Shopee Paylater are regulated in several settings.

The connection between the Civil Code and Shopee Paylater is due to an agreement in which Shopee collaborates with PT Commerce Finance which then provides loans to users against the background of the agreement. The use of Shopee Paylater in transactions creates a legal relationship between the lender and the Paylater user as the loan recipient. With this legal relationship, there are rights and obligations that clearly give rise to an agreement. As stated in article 1313 of the Civil Code which explains related to agreements, namely legal acts between one or more people that aim to bind themselves through an agreement agreed upon by the parties.⁹ Article 1320 of the Civil Code explains that to make a valid agreement, there are several conditions that must be met:

- 1) There is an agreement that must involve offers and receipts from all parties without harming or benefiting one of the parties.
- 2) The parties involved must have the legal capacity to enter

⁹ M Pangestu, *Pokok-Pokok Hukum Kontrak* (Social Politic Genius, 2019).

into an agreement. In civil law, especially those regulated in 1338 of the Indonesian Civil Code, there are several provisions that stipulate when a person is said to have legal capacity, namely the age of majority > 18 years, having adequate mental capacity and being able to understand the implications of the agreement made, not in the custody of a person, not in the restriction of legal rights. If a person does not meet any of the above criteria, then they may be deemed to have no legal capacity to perform a valid agreement under civil law.

- 3) Because it is legal, this is because the agreement must be in accordance with the applicable law.
- 4) Because it is halal, that is, the purpose of the agreement must be in accordance with the provisions of Islamic law.¹⁰

After the fulfillment of the above conditions, it is known several types of agreements, one of which will be related to agreements arising from Shopee Paylater . There are two types of agreements in civil law according to the Civil Code:

- 1) The named agreement, that is, this agreement has been specifically stipulated by law. Examples include sales agreements, lease-lease agreements, and loan agreements.
- 2) Unnamed agreements, i.e. agreements that are not specifically governed by law. This kind of agreement is also known as an unnamed contract.

The principles of contract law in civil law are the basics that govern the creation and implementation of contracts in accordance with the provisions that have been set. Basically, in making an agreement, civil law has the principle of freedom of contract, the principle of consensualism, the principle of pacta sunt

¹⁰ H. Riduan Syahrir, *The Intricacies and Principles of Civil Law*, 2018.

servenda, the principle of good faith and the principle of personality. In essence, the agreement that arises on Shopee Paylater is an unnamed agreement (onbenoemd overeenkomst) which contains the principle of freedom of contract, where when the user is going to activate or make a transaction, Shopee has made the content of the agreement that can be freely approved or not by the user of the Paylater service. Shopee where when the agreement is approved must be accompanied by good faith. The meaning of good faith here is that the parties must be honest, fair and prohibited from harming others. For example, at the time of repayment, the user is obliged to pay on time and in case of delay, the user is obliged to pay interest according to the agreement.

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legal.¹¹ Perjanjian yang timbul dilindungi di pasal 1 angka 12 yang menjelaskan pemberi pinjaman melalui dokumen elektronik, yaitu “setiap informasi elektronik yang dibuat, diteruskan, dikirimkan, diterima atau disimpan dalam bentuk analog, digital elektromagnetik, yang dapat dilihat, ditampilkan, dan/atau didengar melalui komputer atau sistem elektronik tidak terbatas pada tulisan suara, gambar, foto, huruf, angka, atau sejenisnya yang memiliki makna atau dapat dipahami oleh orang yang mampu memahaminya sebagaimana dimaksud dalam undang-undang Nomor 11 tahun 2008 tentang Informasi dan Transaksi Elektronik”.¹²

In Article 29 of POJK No. 10/POJK.05/2022, the Organizer is required to apply the basic principles of user protection. In this article, there are regulations as a legal step to provide adequate protection for consumer interests, this is very important in protecting consumer rights that are often ignored by business people. Even though there are regulations in place, it does not mean that all problems can be avoided. Currently, there are still many problems that arise, including violations of consumer rights related to their sense of security and privacy. The Financial Services Authority (OJK) has regulations related to Paylater services in Indonesia. Paylater is a service where users can make current purchases and pay later within a certain period of time.

The existence of the UUPK regulation is limited to the rights and obligations of Shopee users as consumers and Shopee as business actors. The rights of consumers are contained in article 4

¹¹OJK,2022, Siaran Pers : OJK Perkuat Fintech Peer to Peer Lending, <https://ojk.go.id/id/berita-dan-kegiatan/siaran-pers/Pages/OJK-Perkuat-Operasional-Fintech-Peer-to-Peer-Lending.aspx#:~:text=POJK%20ini%20berlaku%20sejak%20diundangkan,sekali%20mencabut%20POJK%2077%2F2016>, (diakses pada 1 Desember 2023, 19:00).

¹² “Pasal 1, Peraturan Otoritas Jasa Keuangan Nomor 77/POJK.01/2016 Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi, Lembaran Negara Republik Indonesia Tahun 2016 Nomor 324,” n.d.

of the UUPK, namely the right to comfort, the right to appropriate goods, the right to clear information, the right to be heard, the right to advocacy, the right to receive consumer guidance, the right to be treated well, the right to compensation and other rights regulated in the Law. consumer obligations in article 5 of the UUPK, namely mandatory reading of information, mandatory in good faith, mandatory to pay bills and mandatory to follow dispute resolution efforts. . However, most of the more specific and detailed regulations regarding fintech services are usually issued by the Financial Services Authority (OJK) because the OJK is more focused and has broader authority in regulating the financial industry, including fintech services. Business actors are regulated in article 6 of the UUPK, namely the right to receive payment, the right to legal protection, the right to defense, the right to rehabilitation and the rights regulated in the provisions of the Law. Article 7 of the UUPK regulates the obligations of business actors, namely:

- 1) In good faith
- 2) Provides clear information
- 3) Non-discriminatory
- 4) Guarantee the quality of goods
- 5) Give consumers the opportunity to test
- 6) Compensate when there is a discrepancy traded
- 7) Compensate when there is a non-compliance with the agreement

The existence of an agreement from Shopee Paylater financing causes a legal event that causes a legal relationship for the parties. Legal relationship refers to the interaction or linkage between individuals, entities, or parties involved in a legal context. Meanwhile, legal standing refers to the specific position or role that each party has in a legal relationship. In short, legal

relationships occur because of legal events and have legal arrangements.¹³In terms of legal agreements, there are three parties involved in the Paylater feature, namely:

- 1) Consumers, as loan recipients
- 2) Shopee's Paylater feature provider , which is a Shopee company that sells products with a pay-later option, so in this context Shopee plays the role of a Creditor.
- 3) Fintech, as an information technology-based money lending service provider, is responsible for distributing loans and the loan repayment process.

When a lender agrees to provide a loan to a borrower, it is considered a legal event. Then, with the existence of an agreement contract between the two, it became the legal basis. From this legal relationship, rights and obligations for each party emerge. The following rights that lenders have under the Shopee Paylater agreement include receiving full payment for the borrower's obligations, carrying out the collection process, and obtaining information related to the borrower's data. The lender's obligation is to provide loan facilities and implement the terms of the agreement. Next, the borrower has the right to receive a loan facility from the lender and request information related to the loan facility. Their obligations include paying in full the obligations arising from the financing agreement, notifying the borrower of changes in data, and complying with the terms of the agreement and applicable regulations. The Shopee Paylater agreement is a legal basis that acts as a law for lenders and borrowers. This is not a conventional written agreement or an authentic deed, but rather an electronic agreement in a P2P (Peer to Peer Lending) system, where lenders and borrowers make agreements directly through the internet network. In the Shopee Paylater P2P system, PT. Commerce Finance acts as a

¹³ Rumokoy & Maramis, 2017, *Introduction to Law*, Rajawali Pers, p. 133

financial service provider that provides loans to ShopeePaylater users.¹⁴

B. Shopee Paylater Usage Mechanism

The rapid development of Fintech is due to financial services that help the wheels of the community's economy become more effective. Fintech is a form of modern financial innovation that utilizes information technology in its implementation. One type of business run by FinTech is online loans. Online loans provide convenience because they only care about the interests of both parties without having to know or meet face-to-face. This causes the challenge of running this online loan business to be even greater.¹⁵ Shopee introduced the latest digital credit card payment feature called Paylater. This feature was released on March 6, 2019, Shopee provides this Paylater feature by collaborating with companies peer to peer lending bernama PT. Lentera Dana Nusantara (LDN).

The Shopee Paylater service can be activated directly through the Shopee application by users who already have a verified account. Instructions regarding the activation of Shopee Paylater can be found on the official Shopee website. To activate the Shopee Paylater service, here are the general steps that can be followed:

- 1) Open the Shopee application, make sure the Shopee application is installed and open the application on the user's device.
- 2) Login or Register an account, If you don't have an account, you need to register first. If you already have an account, log in to your Shopee account.

¹⁴ Sania Puspita and Hardian Iskandar, "Consumer Legal Protection in Payments Using the Paylater System", Vol. 11, No.1 (September, 2021), pp. 72-75.

¹⁵ Suryono and Ryan Randy, "Financial Technology (Fintech) in an Axiological Perspective," *Journal of the Telematics and Information Society* 10 (2019): 51–66.

- 3) Access the Profile Menu, search for and access the profile menu or account settings. Usually, this is located in the top right corner of the app.
- 4) Select Shopee Paylater Services , in the account settings menu, look for options or sections related to financial services or payments. Usually, there is an option to activate Paylater there.
- 5) Follow the activation guide to activate the Paylater service. This may involve steps such as identity verification, filling in personal data, and agreeing to terms and conditions.
- 6) Identity Verification, users may be asked to verify your identity by filling in the requested information such as ID number, phone number, or other necessary information.
- 7) Read the terms and conditions provided by Shopee regarding the Paylater service and if you agree, proceed to activate the service.
- 8) After submitting the required information, wait for approval or confirmation from Shopee regarding the activation of the Shopee Paylater service . Usually this process takes a few moments to a few days.

The way Paylater works is that after being approved, customers will get a limit that can be used for shopping. The amount of the limit can vary depending on the decision from Shopee. Every purchase with Paylater will deduct the limit and if payment is made, the limit will be returned. It works like a credit card. As long as the limit is still available and there are no arrears of payment, this facility can be used. On the other hand, if the limit has been used up or there are arrears of payment, the facility cannot be used. The amount of the limit for each Shopee user varies. The limit can increase automatically based on your consumption and payment behavior. There is no minimum transaction for payment methods in 1 (one)

month and installments.¹⁶ There is no official maximum limit imposed by Shopee Paylater. Some users have received varying limits, ranging from IDR 15 million to IDR 50 million. However, for new users, the initial limit is around IDR 750 thousand. How to shop using the Shopee Paylater payment method , just open the Shopee page, then select the item, then a choice of Paylater payment method will appear. Users can choose this payment method and choose installment approval per 1 month, 3, 6 or even 1 year.

In its use, after the user gets his right to the loan agreement from Shopee, he has the right to perform the obligation to repay it. On the Shopee Paylater page , the user's bill and due date will be listed. To pay the Shopee Paylater bill , simply enter the Shopee application then select the account or settings menu, after which the user can select the Paylater menu and click on the bill you want to pay. The payment repayment method can be done by the membayar langsung dari saldo ShopeePay atau menggunakan metode pembayaran lain yang tersedia, seperti transfer bank. Setelah itu terdapat konfirmasi pembayaran dan jika telah terverifikasi berarti pengguna telah perform their obligations.

Shopee Paylater is in demand by many people for several main reasons:

- 1) Ease of Payment

This service allows users to purchase goods without having to pay directly at the time of transaction. This provides flexibility in personal financial management, especially when cash is limited.

¹⁶ R. Quiserto, 2021, "Review of Shopee Paylater Installments Without Credit Card", <https://duwitmu.com/pinjaman-online/shopee-paylater-cicilan-nopa-kartu-kredit-adalah/>, (accessed on December 15, 2023, 17:15)

2) No Credit Card Required

This service does not require a credit card. This becomes an attractive alternative for people who do not have or do not want to use a credit card for transactions.

3) Quick and Easy

The Shopee Paylater application process is relatively quick and simple. Users can easily sign up and use the service in no time.

4) Flexible Payment Options

Users have a specific time (usually a few days to a few weeks) to pay after the transaction is completed. This gives them the opportunity to manage finances as per their needs and income.

5) Special Promotions and Discounts

Shopee offers special promos or discounts for users who use the Paylater service. This is an additional incentive for users to take advantage of this service.

6) Integration with the Shopee App

The ease of use due to the integration of Paylater services directly in the Shopee application makes it more accessible and used by users who are already familiar with the platform. These factors make Paylater Shopee an attractive option for many people who want to acquire goods with more flexible payments and manage their finances more efficiently.

Make sure to pay your Shopee Paylater bill on time so you don't get penalized or charged extras. If users have further questions or encounter difficulties, users can also contact Shopee customer service for further assistance. As well as to always understand the terms and conditions that apply to using the

Paylater service from Shopee. This is important to avoid payment issues or fines that may arise in the event of a late payment.

2. Efforts to Resolve Disputes of Debtors Who Do Not Pay Bills

A. Shopee Defaults as a Form of Default

An agreement produces obligations and rights for the parties involved in the agreement. Default is closely related to the existence of an agreement or agreement between these parties. If one party fails to meet the obligations that have been agreed, it is considered a default.¹⁷ Default is a condition regulated in the law of the agreement, where a person does not fulfill the achievement according to what has been agreed. When there is a default, there must be a violation of the interests regulated and protected by law.¹⁸ According to Article 1243 of the Civil Code, default results in reimbursement of costs, losses, and interest due to the non-fulfillment of an engagement from the time it is required. This applies if the consumer, even though it has been deemed negligent, still does not fulfill the obligation, or if the thing that should have been given or done can only be done after the specified time has passed. According to the dictionary Hukum, wanprestasi dapat diartikan sebagai kelalaian, kealpaan, pelanggaran promises, or non-fulfillment of obligations under the agreement. According to Article 1267 of the Civil Code, when a default occurs, creditors have several options to claim their rights:

- 1) Fulfillment of the agreement, where Shopee will act if the consumer or Shopee Paylater user does not fulfill his obligations by paying the bill listed in the application.
- 2) The fulfillment of the agreement is accompanied by

¹⁷ P.N.H. Simanjuntak., 2009, *Principles of Indonesian Civil Law*, Jakarta, Kencana, pp. 339-340

¹⁸ J. Satrio., 2012, *Default According to the Civil Code, Doctrine, and Jurisprudence*, Bandung, Citra Aditya Bakti, p. 8

compensation, where one of the parties fulfills or does something that has been agreed, but not according to the specified time, so that it requires compensation. In Shopee Paylater, users are informed about the fines that must be paid if the agreement is not fulfilled.

- 3) Compensation only, in the form of reimbursement of costs, losses, and interest due to non-fulfillment of an agreement. In the use of Shopee Paylater, compensation is not only in the form of fines, but also interest and administrative fees that continue to increase if not met.
- 4) Cancellation of the agreement, which can be requested by the party who feels aggrieved. In the use of Shopee Paylater, there is no option to cancel the agreement, but if it happens, there will be consequences as recorded in the OJK's SLIK (Financial Information Service System).
- 5) The cancellation of the agreement is accompanied by compensation, where the cancellation of the agreement is carried out if one of the parties does not perform its obligations and is followed by compensation due to the problems that arise. In Shopee goods credit, there is no cancellation in the Shopee Paylater agreement, but there are indemnities that can be charged. There are 3 types of compensation, namely:
 - a) Reimbursement of costs that have been incurred, such as printing costs, advertising materials, or other costs. In credit for goods using Shopee Paylater, responsibility for costs incurred due to errors in the delivery of goods is an agreement between the seller and the buyer, and is the responsibility of the business actor.

- b) Real losses incurred due to damage or loss of goods belonging to creditors due to consumer negligence. In the context of Shopee, real losses due to damage are the full responsibility of sellers of goods on the Shopee marketplace platform.
- c) Interest or expected profits, such as interest that continues to run during the delay in settlement of receivables, or profits that are not earned due to delays in the delivery of goods. In Shopee Paylater, interest is charged if the user does not fulfill his or her contractual obligations.

In essence, compensation for the default of Shopee Paylater users is in the form of fines in the form of payment interest. Some factors that can hinder consumers from fulfilling their financial obligations appropriately include forgetting the due date of Shopee Paylater payments which causes consumers not to make payments on time, consumers may face emergency situations or financial pressures that make it difficult to pay Paylater Shopee on schedule. In addition, the lack of clear information from Shopee regarding the amount of fines that will be imposed can make consumers want to know the estimated fines they may have to pay if they are late in paying.

B. Efforts to Resolve Disputes and Analysis Cases of Debtors Not Paying Bills

As a result of the ease of transactions, there is a high chance of default by individuals who are not responsible for the rights that have been received. Therefore, a dispute arises. Disputes According to Ali Achmad, a dispute is a conflict between two or more parties that originates from a different perception of an interest or property that

can cause legal consequences for both.¹⁹ In legal terms of agreements, disputes are a consequence of non-compliance with the agreements stipulated in the agreements. Default can occur when there is a deviation from the obligations that have been agreed, causing loss or dissatisfaction to one of the parties involved. So, basically, a dispute in the legal context of an agreement arises when there is a violation of the agreement that has been stipulated in the agreement, which can be in the form of non-fulfillment, improper implementation, or excessive actions, and this results in losses for the affected party.²⁰

Regarding the issue of default in Shopee Paylater, Shopee warns consumers to be aware that if they do not meet the warning, it will be considered negligent, explained in Article 1238 of the Civil Code. This article states that consumers are considered negligent if they are given notice through a warrant or similar document, or based on the terms of the agreement itself, especially if the agreement specifies the time to be complied with. If a consumer has been expressly warned or billed in accordance with the procedures described earlier, and still does not meet their obligations, then they are considered negligent or negligent and may face sanctions such as indemnification obligations, cancellation of agreements, or transfer of risk.²¹ Based on applicable provisions, Shopee imposes a fine of 5% of the total bill per day as a consequence of late payment. In this context, various actions have been taken by Shopee in response to late payments by consumers, including:

- 1) Provides notifications of late payments and reminds consumers to pay bills through the Shopee application.
- 2) Contacting consumers by phone or WhatsApp to ask the

¹⁹ Ali Achmad Chomzah., 2003, *Land Law Series III Land Rights Dispute Resolution and Land Law Series IV Land Acquisition for Government Agencies*, Jakarta, Prestasi Pustaka, p. 14

²⁰ Nurnaningsih Amriani, 2012, *Alternative Mediation for Civil Dispute Resolution in Court*, Jakarta, Raja Grafindo Persada, p. 12

²¹ Yahya Harahap., 1986, *Legal Aspects of Agreements*, Bandung, Alumni, p. 56

reason for the delay in payment and asking consumers to pay off the bill immediately.

- 3) Prohibiting consumers from checking out using Shopee Paylater until the bill is paid off.
- 4) Potential reduction in Shopee Paylater limits .
- 5) Possible freezing of the consumer's Shopee account.
- 6) Restrictions on the use of Shopee vouchers.
- 7) Recording of late payments in the Financial Information Service System (SLIK) of the Financial Services Authority (OJK) by PT. Lentera Dana Nusantara, the operator of the payment system.
- 8) Field billing by PT. Lentera Dana Nusantara, the operator of the payment system.

From the results of the research, it can be seen that defaults by consumers in using Shopee Paylater can have an impact on the use of the Shopee application and the Shopee Paylater payment system . Until now, neither Shopee nor Shopee Paylater operators have implemented legal actions or dispute resolution through litigation or non-litigation channels that apply in Indonesia. They tend to resolve disputes internally and provide administrative sanctions for violators of the Shopee Paylater use agreement . The absence of dispute resolution through legal channels, both litigation and non-litigation, results in default in the use of Shopee Paylater becoming a legal consequence in general. The internal dispute resolution policy was chosen because it was considered more practical to handle default disputes that may be committed by many Shopee Paylater users (consumers). The use of dispute resolution methods through legal channels can cause time and cost constraints for Shopee in handling a large number of disputes.

In this study, the author analyzed two defaulting users, which can be called A and B. The author conducted the analysis through

interviews via Whatsapp. Where A did not carry out his payment obligation because he did not have the cost to pay it off. Initially, A made a Shopee Paylater loan for personal needs in the amount of Rp. 400.000. that Shopee wants an additional fee of 5% per month. Where this condition will continue to apply until the user pays off his debt and as a guarantee for the activation of the Paylater account again. However, currently A has made a repayment and the Paylater account can be activated again. Furthermore, Case B, the respondent took a Shopee Paylater loan and did not repay for almost 6 months. In addition, B made a loan on Shopee Loan. In addition to B's Paylater account that has been frozen, B also received a reprimand via WhatsApp message. In case B, the Staff Collection from Paylater Shopee took part in solving the problem of user default. As can be known, "Staff Collection" is a term that refers to a team or staff that is responsible for the process of collecting or collecting funds that have not been paid by customers or consumers. Until now, B has not made a repayment, so due to the lack of faith on the part of Paylater Shopee, he is registered in BI Checking or now called SLIK OJK.

If someone is registered on BI Checking, it indicates that the person has logged in database Bank Indonesia (BI) untuk pengecekan status kreditnya. SLIK OJK is a system used by Bank Indonesia to provide information about a person's credit history, including debt payment history, late payments, or other problems related to creditors. The consequences of being registered with the OJK SLIK can vary depending on the reason for being registered.

1) Influence on Credit and Borrowing

If registered due to payment problems or late payments on the credit you have, this can have an impact on a person's ability to get credit or loans in the future. Banks or other financial institutions may refuse to provide credit if there is a bad record in the OJK SLIK.

2) Effect on Credit Score

Being enrolled in the OJK SLIK can also affect a person's credit score. A record of late payments or other issues in the credit history can lower the credit score, which can negatively impact a person's ability to obtain loans or other credit facilities in the future.

3) Limited Access to Finance

Being registered with SLIK OJK can also limit a person's access to certain financial services, such as opening a new account or using other financial products that require a credit risk assessment. Therefore, as a user, you must be wise to know the consequences of negligence that will affect the user's future.

Conclusion

Shopee Paylater is a form of cooperation between PT Shopee Internasional and PT Commerce Finance under the OJK which is continued by PT Lentera Dana Nusantara. The connection between the Civil Code and Shopee Paylater is due to an agreement where PT Commerce Finance provides loans to users. The agreement that arises on Paylater Shopee is an anonymous agreement which contains the principle of freedom of contract. The existence of regulations related to the UUPK with Shopee Paylater is limited to the rights and obligations of Shopee users. The three parties involved in the Paylater feature , namely consumers, Shopee Paylater feature providers , and Fintech, have rights and obligations as explained in OJK Regulation No. 10/POJK.05/2022. Shopee urges Paylater users from Shopee to always understand the terms and conditions that apply with the aim of avoiding payment problems or fines that may arise in the event of late payment.

Shopee Paylater users who do not pay their bills can be concluded that

the user has committed a default described in Article 1238 of the Criminal Code. Compensation from the default of Paylater Shopee users is only in the form of payment interest. 5% of the total bill per month as a consequence of late payment. Some of the efforts made by Shopee in solving the problem are by freezing user accounts and making periodic payments to the recording of late payments in the OJK Financial Information Service System by PT. Commerce Finance, the operator of the payment system.

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