

Empowering Tawangmangu Community in Digital Economy: Legal Literacy regarding Peer-to-Peer Lending in the Perspectives of Criminal Law and Private Law

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Abstract

Financial Technology has become an inseparable part of people's life activities. As technology, financial technology makes it easy for people to get instant cash loans to fulfill their needs in life, known as the peer-to-peer lending concept. In Indonesia, this concept is known as Information Technology-Based Joint Funding Services. In practice, the implementation of peer-to-peer lending is often confused by the implementation of online loans that are not registered and do not have any permission from the Financial Services Authority. Various problems arise from the existence of illegal online loans, for example very high interest rates and collections with pressure and intimidation which can bring losses to the debtor. This encourages the need for community empowerment activities in Tawangmangu Subdistrict, Karanganyar Regency, Central Java Province regarding the legal aspects of Information Technology-Based Joint Funding Services so as to avoid legal problems related to such lending and borrowing methods. This community service aims to provide insight and increase community literacy to increase the community's ability to understand the various risks and efforts that can be taken regarding problems arising from online loans. The method used is socialization and consultation on the problems faced. The results obtained from this activity are increased public knowledge and solutions to the problems faced.

Abstrak

Pemberdayaan Masyarakat Tawangmangu dalam Ekonomi Digital: Literasi Hukum tentang Peer-to-Peer Lending dalam Perspektif Hukum Pidana dan Hukum Perdata.

Financial technology telah menjadi bagian yang tidak terpisahkan dari aktivitas kehidupan masyarakat. Sebagai teknologi, financial technology memberikan kemudahan bagi masyarakat untuk mendapatkan pinjaman dana instan dalam rangka memenuhi kepentingan dalam kehidupannya yang dikenal dengan konsep peer to peer lending. Di Indonesia, konsep ini dikenal dengan nama Layanan Pendanaan Bersama Berbasis Teknologi Informasi.



Dalam praktiknya, penyelenggaraan peer to peer landing seringkali menjadi rancu dengan adanya penyelenggaraan pinjaman online yang tidak terdaftar dan tidak memiliki izin dari Otoritas Jasa Keuangan. Berbagai masalah yang timbul dari adanya Pinjaman Online illegal misalnya bunga sangat tinggi maupun penagihan yang disertai tekanan dan intimidasi yang dapat membawa kerugian bagi masyarakat. Hal ini mendorong diperlukannya kegiatan pemberdayaan masyarakat Kecamatan Tawangmangu, Kabupaten Karanganyar, Propinsi Jawa Tengah mengenai aspek hukum Layanan Pendanaan Bersama Berbasis Teknologi Informasi sehingga terhindar dari masalah hukum yang berkaitan dengan metode pinjam meminjam seperti itu. Pengabdian kepada Masyarakat ini bertujuan untuk memberikan wawasan dan peningkatan literasi masyarakat untuk meningkatkan kemampuan masyarakat memahami berbagai risiko dan upaya yang dapat dilakukan terkait permasalahan yang timbul dari pinjaman online. Metode yang digunakan adalah sosialisasi dan konsultasi permasalahan yang dihadapi. Hasil yang diperoleh dari kegiatan ini adalah meningkatnya pengetahuan masyarakat dan solusi atas permasalahan yang dihadapi.



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INTRODUCTION

In the era of globalization and modernization, the role of technology is increasingly intergrated with human life. With the presence of information technology, humans can carry out daily activities more effectively and efficiently. Including in the financial sector, technology has penetrated society's economic activities. The scope of economic activity includes production, distribution, and consumption processes I order to fulfill people's living needs. (Safri, 2018, 2021, Putra, 2018). Therefore, technology in terms of the community economy becomes a tool for both production households, distribution households and consumption households. The economic activities of the community are of course closely related t financial matters (Putra, 2018). More specifically in the financial sector, the role of technology is manifested in the form of fintech which is an acronym for financial technology. In short, fintech is a technology-based financial service. (Istiqamah, 2019, p. 292) In its development, fintech is classified based on its function in human life. The classification consists of fintech on payments; fintech on advisory service; fintech on financing; and fintech on compliance. (Leong & Sung, 2018, p. 77) The form of Fintech that is relevant to this paper is fintech on financing. Fintech on financing is all actions in order to obtain funds for business activities through financial technology.(Leong & Sung, 2018) Information Technology Based Joint Funding Services or better known as Online Loans as a means for the public to obtain loan funds for daily activities in included in the fintech on financing category.



Since fintech has a crucial role in people's daily activities, the law needs to regulate its use. Because technological advances in the financial sector are a double-edged sword. On one hand, technological advances in the financial sector make it easier for people to carry out daily economic activities. But on the other side, information technology can also be a means to carry out actions that are detrimental to society. Each individual has their own interest that must be fulfilled. Fulfillment of their interests by one individual has the potential to endanger the interests of other individuals. Therefore, these individuals form a society so that the interests of individuals can still be guaranteed to be fulfilled. Every individual has their own interest that must be fulfilled. (Mertokusumo, 2022, p. 6) When a society is formed, political authorities form laws that are a reflection of the values held by that society. The law is of course formed in such a way that the fulfillment of individual interests can be guaranteed in proportion to the fulfillment of collective interests. Therefore, the role of online lending instruments in society needs to be determined with certainty in its position as well as the legal instruments that form the foundation of its legality in order to provide legal certainty to fulfill the interests of individuals and society. For this reason, this community service addresses the issues in civil and criminal law regarding the legality of online loans in community economic activities.

IMPLEMENTATION METHOD

The method used in this community service is carried out by providing counseling and socialization to the local community in Tawangmangu Subdistrict regarding the Peer to peer lending mechanism based on legal research that the teams has previously carried out. (Marzuki, 2022, p. 42) The community service is held in three stages. The first stage is the survey and problem identification stage. The next stage is the socialization regarding the civil law and criminal law related to issues in online loans implementation. At this stage, experts from the Universitas Airlangga, Faculty of Law are involved to explain about the aspects of the legality of peer-to-peer lending and online loans, the validity, legal consequences, and legal protection for the parties. At this stage, representatives of the Tawangmangu community, represented by the Tawangmangu Business Actors Association, take part in the event and listen to material from the experts. After that, the last stage is the monitoring and evaluation. At this stage, the participants can still consult on the problems they face to get recommendations from experts. If more intensive assistance is needed, then the participant will be connected to the legal aid unit.

In general, the stages of the community service implementation conducted by the team can be seen in the flow chart below.



Figure 1. Method of Implementation Stages

RESULTS AND DISCUSSION

Concept and Legality of Information Technology Based Joint Funding Services (LPBBTI)

In the Indonesian legal system, the implementation of Information Technology Based Joint Funding Services (LPBBTI) is regulated in Financial Services Authority Regulation Number 10/POJK.05/2022 concerning Information Technology-Based Joint Funding Services (POJK LPBBTI). Article 1 number 1 POJK LPBBTI defines LPBBTI as:

“... organizing financial services to bring together fund givers and recipients of funds in order to carry out conventional funding or based on Sharia principles directly through and electronic system using the internet network.”

From the definitional norm, the LPBBTI Organizer provides a means to bring together Fund Givers and Fund Recipients. This does not act as a creditor who provides loan funds and is entitled to repayment in the form of payment of funds, but rather as an intermediary between creditors (fund providers) and debtors (fund recipients) (Lestari, Budiarta, & Sri, 2022). Funders and Fund Recipients are both referred to as Users based on Article 1 number 11 POJK LPBBTI.

In the technical implementation of LPBBTI, there are two agreements, namely: (1) an agreement between the Organizer and the funder; and (2) the agreement between the Fund Giver and the Fund Recipient. This is regulated explicitly in Article 30 POJK LPBBTI. For funding implementation, Article 36 paragraph (1) POJK LPBBTI requires the Organizer to create an escrow account (EA) and virtual account or payment gateway (VA/PG). Escrow accounts according to Article 1 number 27 POJK LPBBTI are basically checking accounts with banks. The checking account is created in the name of the Operator which functions as a forum for receiving and disbursing funds from and to Users. Meanwhile, a virtual account is a user identification number that is part of the escrow account. The identification number is created by the same bank where the Organizer created the escrow account which functions to identify a particular account. The agreement between the Organizer and the Funder resulted in to two obligations. On the



Organizer's side there is an obligation to distribute loan funds from the Fund Provider to the Fund Recipient. Meanwhile, on the Funder's side, there is an obligation to distribute funds to the Organizer. Second, the agreement between the Fund Giver and the Fund Recipient. Article 32 paragraph (1) POJK LPBBTI states that the agreement between the Fund Provider and the Fund Recipient is a Funding Agreement. From this agreement, two obligations were born. Funders are obliged to provide funds for Fund Recipients which are distributed through the Organizer. On the other hand, the Fund Recipient is obliged to repay the funding by the Funder through the Organizer. Distribution of funds from users to organizers is carried out by sending funds to the organizer's escrow account via a virtual account or payment gateway that has been prepared.

Civil Law Aspects in Information Technology Based Joint Funding Services (LPBBTI)

As explained above, the LPBBTI scheme consists of two agreements, namely the agreement between the Organizer and the Fund Provider and the agreement between the Fund Provider and the Fund Recipient. POJK LPBBTI does not expressly regulate the name of the agreement between the Funder and the Organizer. By looking its characteristics, the agreement between the Organizer and the Funder can be categorized as an Authorization Agreement (Febriani & Pranoto, 2021, p. 423; Anggraeny & Ayu, 2020). This characteristic can be seen from the LPBBTI scheme where the Organizer's role is to distribute funds from the Fund Giver to the Fund Recipient. So, in principle, the provisions for the agreement between the Organizer and the Funder are subject to the provisions of Chapter XVI Civil Code regarding the Granting of Power of Attorney. However, POJK LPBBTI also specifically regulates the essential elements of the agreement. Article 31 paragraph (1) POJK LPBBTI regulates the elements of the agreement between the Organizer and the Funder as follows:

“Electronic documents as intended in paragraph (1) must contain at least: a. agreement number; b. agreement date; c. the identity of the parties in the form of the Funder's name and the Funder's Population Identification Number; d. rights and obligations of the parties; e. amount of Funding; f. economic benefits Funding; g. the amount of the commission; h. time period; i. cost breakdown; j. provisions regarding fines, if any; k. use of Personal Data; l. Funding collection mechanism; n. mitigating risks in the event of funding delays; o. dispute resolution mechanisms; and mechanisms for settling rights and obligations in the event that the Operator is unable to continue its operational activities ”

Meanwhile, the agreement between the Fund Provider and the Fund Recipient is stipulated in Article 32 paragraph (1) POJK LPBBTI as a Funding Agreement. By looking at the obligations arising from the Funding Agreement as previously described, in principle the Funding Agreement is a debts and Receivables Agreement as regulated in Chapter XIII concerning Lending and Borrowing. However, Article 32 paragraph (2) POJK 10/2022 regulates the essential elements of an agreement between Fund Providers and Fund Recipients as follows:

“Electronic documents as intended in paragraph (1) must contain at least: 1. Agreement number; b. date of agreement; c. identity of the parties; d. rights and obligations of the parties; e. amount of funding; f. economic benefits of funding; g. installment value; h. time period; i. object of collateral, if any; j. related costs; k. provisions regarding fines, if any; l. use of Personal Data; m. dispute resolution mechanism; and n. mechanism for settling rights and obligations in accordance with statutory provisions if the Operator is unable to continue its operational activities”

The LPBBTI agreement must meet the conditions of the agreement above specifically as well as the conditions for the validity of the agreement in general according to Article 1320 Civil Code which includes; a. consent; b. capacity; c. certain object; d. permitted causes. From the agreement between the Organizer and the Funder, a legal relationship is born between the two parties. Simply put, the Organizer is obliged to distribute funds from the Fund Provider to the Fund Recipient after conducting an assessment of the Fund Recipient. Likewise, the Organizer is obliged to distribute debt repayment funds from the Fund Recipient

The obligation of the organizer is related to the obligation about personal data of User. Article 44 paragraph (1) POJK LPBBTI stipulates:

“the organizer must maintain the confidentiality, integrity, and availability of personal data, transaction data, and financial data managed from the data is obtained until it is destroyed; b. ensure the availability of the authentication, verification, validation process that support irrefutability in accessing, processing, and executing personal data, transaction data, and financial data managed; c. guarantee the obtaining, use, utilization, and disclosure of personal data, transaction data, and financial data obtained by the organizer based on the consent of the owner of personal data, transaction data, financial data, unless otherwise determined by law; and give written notification to the owner of personal data, transaction data, and financial data if there is failure in the protection of the personal data, transaction data, financial data confidentiality.”

Protecting the confidentiality of personal data is an obligation stipulated in the LPBBTI agreement. First, the obligation of the Organizer to the Funder mentioned in the agreement as stipulated in Article 31 paragraph (1) letter l POJK LPBBTI. Therefore, when the Organizer break the rule based on Article 31 paragraph (1) POJK LPBBTI, the Organizer is liable for the loss of the Funder. Thus, Funder can file a lawsuit based on *wanprestasi* to the district court. As well as in the Fund Agreement between the Funder and the Fund recipient. The use of personal data is one of essential elements in the Fund Agreement as stipulated in Article 32 paragraph (2) letter l POJK LPBBTI. When one of the parties break the stipulation, thus the user is liable. Therefore, the aggrieved party, the organizer, may file a lawsuit to the district court.



Criminal Law Aspects in Online Loans

LPBBTI is part of financial technology, therefore any criminal act related to LPBBTI is mostly a crime against property. In Indonesian law, crime against property in general is stipulated in *Kitab Undang-Undang Hukum Pidana (Wetboek van Strafrecht)* applicable in Indonesia based on the Law No. 1 Year 1946 on Criminal Law Regulation *jo.* The Law No. 73 Year 1958 on Applicability of the Law No. 1 Year 1946 (WvS). Crime against property in the case related to LPBBTI can take the form of criminal act stipulated in the Article 378 WvS concerning fraud, Article 368 concerning extortion and Article 369 concerning threats. Apart from criminal acts against property, criminal acts of insults can also occur in the form of criminal acts of Article 310 WvS and Article 311 WvS concerning defamation, Article 315 concerning mild insult. Apart from WvS as a source of general criminal law, there are also several criminal acts which are regulated in special criminal law regulations as regulated in Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law) and Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE).

Firstly, the most vulnerable thing to happen is fraud. Article 378 WvS stipulates that:

“Anyone who, with the intention of unlawfully benefiting himself or another person, uses a false name of false dignity through deception; or a series of lies, encouraging another person to hand over something to him, or to give him a debt or write off a receivable, shall be punished for fraud, with a maximum prison sentence of four years.” (Moeljatno, 2021, p. 133)

The crime of fraud is a material crime, namely a crime that is declared completed when the consequences of the perpetrator's actions as stipulated in the formulation of the crime have occurred. The result of the perpetrator's actions is that the victim hands over goods, give debts, or write off receivables. In order to realize these consequences, the efforts made by the perpetrator are through the use of a false name or dignity, deception, or a series of lies. The efforts made by the perpetrator are an objective aspect of the criminal act of fraud. The objective aspect of this criminal act of fraud must be accompanied by the subjective aspect that the perpetrator does it in order to benefit himself or others. In the context of LPBBTI, criminal acts of fraud can occur both by organizers and users. The crime of fraud by organizers occurs when the organizer with malicious intent is objectively manifested through providing false information that the organizer has found a fund recipient for the funder when in fact there is none. This series of lies was carried out with the intention of achieving personal gain for the organizer or other parties (Dedy & Santoso, 2021). Meanwhile, the crime of fraud by the fund recipient can occur in the fund recipient since before entering into an agreement with the funder when he had bad intention not to pay off the debt (Z, Mila, & Y, 2021). This intention is realized through efforts as regulated in



a limited manner in Article 378 WvS. (Adati Andarika, 2018, p. 15) It is different if the fund recipient's intention not to pay the debt only appears after closing the agreement, then this is a breach of contract.

Apart from criminal acts of fraud, there is also the potential for criminal acts of embezzlement by organizers as regulated in Article 372 WvS, namely:

"Any person who intentionally and unlawfully claims as his own property something which wholly or partly belongs to another person, but which is in his control not because of a crime, is threatened, for embezzlement, with a maximum imprisonment of four years or a maximum fine or sixty rupiah." (Moeljatno, 2021)

The crime of embezzlement occurs when the perpetrator acts in excess of his rights to the objects under his control. Items under the control of the perpetrator do not belong to the perpetrator. Also, the bad intention to own the item is controlled by the perpetrator without violating the law. In the context of LPBBTI, the crime of embezzlement begins when funds are deposited by the user into the organizer's escrow account. POJK LPBBTI gives the organizer the right to act as an intermediary in channeling funds and paying off debts through an escrow account, so that the organizer's control over these funds is not unlawful. But, when the funds are then not given to the user, this will be considered as embezzlement. Third, in the classification of criminal acts against property, criminal acts of extortion and threats can occur as regulated in Article 368 and Article 369 WvS:

Article 368

"Any person who, with the intention of unlawfully benefiting himself or another person, forces a person by force or threat of force to give him something, which wholly or partly belongs to that person or another person; or in order to give a debt or write off a receivable, is threatened, for extortion, with a maximum prison sentence of nine years." (Moeljatno, 2021, p. 131)

Article 369

"Any person, with the intention of unlawfully benefiting himself or another person, with the threat of defamation either verbally or in writing or with the threat of disclosing a secret, forces someone to give him something, which in whole or in part belongs to that person or another person; or to give a debt or write off a receivable is punishable by a maximum imprisonment of four years." (Moeljatno, 2021, p. 131)

Extortion and threats are regulated in the same chapter, namely Chapter XXIII concerning extortion and threats, Book II WvS. This is acceptable, because in principle there is no difference between extortion and threats. Both are acts of forcing other people to hand over certain goods, giving debts, or writing off receivables with the intention of benefiting themselves or others. The difference is that in the crime of extortion, the effort used by the perpetrator to coerce the victim is violence or threats of violence. Meanwhile, in the crime of threats, the effort used by the perpetrator to coerce the victim is the threat of defamation or revealing secrets. In the case of LPBBTI, a crime of extortion or threats occurs in the



event that the organizer uses extortion or threats to force the recipient of funds to pay off their debt.

Apart from criminal acts against property, in the operationalization of LPBBTI criminal acts of defamation can also occur. Criminal acts of defamation that have the potential to occur are criminal acts of defamation, criminal acts of slander, criminal acts of minor insults. Article 310 paragraph (1) WvS regulates that:

“Any person who intentionally attacks someone's honor or good name, by making accusations about something, with the clear intention of making it known to the public, is threatened, for defamation, with a maximum imprisonment of nine months or a maximum fine of three hundred rupiah..”(Moeljatno, 2021, p. 114)

Honor or good name is a form of "self-respect" or dignity which is an individual's legal interests that are protected in criminal law. Simply put, the crime of defamation occurs when the perpetrator accuses the victim of having committed something with the intention of making it known to the public. It does not matter whether the alleged act was actually committed by the victim. As long as the alleged act attacks honor or good name - which is measured objectively from a social perspective (Chazawi, 2020, p. 82) - and is carried out with the intention of becoming publicly known, the perpetrator can be punished on the basis of the Crime of Insult. Meanwhile, if the defamation is carried out through writing or images, the perpetrator is subject to Article 310 paragraph (2) WvS concerning Written Defamation.

The legal norms for the Crime of Defamation and the Crime of Light Insult cannot be separated from the formulation of the norms for the Crime of Defamation. The crime of slander can only occur if a crime of defamation has occurred, then the judge gives the defendant the opportunity to prove the truth of the contents of his accusation, but the defendant cannot prove what he is accusing and he does not know the truth of the material of his accusation. This is illustrated in the formulation of the crime of defamation in Article 311 WvS as follows:

“if the person who commits a crime of defamation or written defamation, in cases where it is permissible to prove that what is alleged is true, does not prove it and the accusation is made contrary to what is known, then he or she is threatened for committing slander, with a maximum imprisonment of four years.”(Moeljatno, 2021, p. 114)

Meanwhile, the crime of light insult according to Article 315 WvS is regulated as follows:

“Every intentional insult that is not in the nature of defamation or written defamation, which is committed against a person, either in public orally or in writing, or in front of the person himself orally or in action, or in a letter sent or received to him or her, is punishable by light insult, with a maximum imprisonment of four months and two weeks or a maximum fine of three hundred rupiah”(Moeljatno, 2021)



The crime of light insult occurs when the perpetrator commits an insult that does not have the characteristics of verbal or written defamation against a person, which is done in public, verbally or in writing, in front of the person who is insulted verbally or in action, or through a letter sent or received by the person insulted. According to Adami Chazawi, the basic definition of "insult" is the act of attacking someone's self-esteem, whether in the form of honor or good name. (Chazawi, 2020, p. 117) So, insults that are not in the nature of defamation are acts of attacking a person's honor or good name which do not fulfill the elements of a criminal offense under Article 310 WvS. This means that minor insults can take the form of: (1) attacking honor or good name by not accusing someone of certain actions with the intention of making them known to the public; (2) attacking someone's honor or good name with the intention of making it public knowledge but not containing an accusation regarding a specific act by the person insulted; or (3) attacking a person's honor or good name by not accusing him of an act and not committing it with the intention of making it known to the public. It should be noted that the element "the intention is clear so that it becomes known to the public" in the formulation of the crime of Article 310 WvS shows that in the mind of the perpetrator requires a form of intention as an intention, meaning that the purpose of being known to the public is the goal that the perpetrator really wants to achieve through his actions. So, someone who commits an act of attacking someone's honor or good name, even if it is done in public, is not necessarily done with the intention of becoming publicly known, because it may happen that the result of this becoming publicly known is not the intended goal of the perpetrator but is certain or likely to occur. The last two things mentioned in criminal law are known as intentionality as a certainty - in the form of actions that cause consequences that the perpetrator intended or consequences that the perpetrator did not intend but are certain to occur - and intentionality as a possibility - in the form of actions that give rise to consequences that are not certain to occur. (Hiariej, 2016, p. 174) In the event that the insult is carried out via an electronic system, the act of insult is charged under Article 27 paragraph (3) jo. Article 45 paragraph (3) of the ITE Law that regulates:

"Every person who intentionally and without right distributes and/or transmits and/or makes accessible Electronic Information and/or Electronic Documents containing insulting and/or defamatory content as intended in Article 27 paragraph (3) shall be punished by a maximum imprisonment of 4 (four) years and/or a maximum fine of IDR 750,000,000.00 (seven hundred and fifty million rupiah)"

By a systematic interpretation, the element of "insult" contained in the norms of Article 27 paragraph (3) jo. Article 45 paragraph (3) of the ITE Law is linked to the title Chapter XVI Book II WvS concerning Insults. Therefore, all forms of insults regulated in this chapter, including defamation, slander, or minor insults, can be charged under this legal regulation (Rohmana, 2017). However, if the insult committed by the perpetrator is an act of attacking one's good name via an electronic system, then even though the perpetrator is charged under the same legal rules, the qualification of the criminal act he committed was not "intentionally and without the right to distribute and/or transmit and/or make accessible



to Electronic Information and/or Electronic Documents which contain defamatory content" but "intentionally and without right to distribute and/or transmit and/or make accessible Electronic Information and/or Electronic Documents which contain defamatory content." Insults cover a wider range of acts than defamation, so the Public Prosecutor in the Indictment Letter must clearly state the qualifications for the criminal act of which the perpetrator is charged. In the context of LPBBTI, a criminal act of insult can occur if the organizer collects a debt from a fund recipient by attacking the honor or good name of the fund recipient. If the form of insult is in the form of an accusation of a certain act, the crime of libel or slander can be charged (Adati Andarika, 2018). Meanwhile, even if it is not in the form of an accusation of a particular act, the perpetrator can be charged with the crime of light insult.

There is also administrative criminal law that relates to criminal acts related to LPBBTI, namely the Consumer Protection Law. There are several provisions in the Consumer Protection Law relating to criminal acts in the LPBBTI, namely Article 8 paragraph (1) letter f and Article 9 paragraph (1) letters c, d, and e. Article 8 paragraph (1) letter f regulates:

*"Business actors are prohibited from producing and/or trading goods and/or services that:
f. does not comply with the promise stated in the label, information label, advertisement or sales promotion of the goods and/or services."*

In the legal norms contained in Article 8 paragraph (1) letter f, the legislators want to protect consumers of goods and services from error. The error referred to here is the error of business actors in producing or trading goods or services which in reality do not correspond to what is promised to consumers. In this case, it is not necessary that consumers have been moved and used the goods or services, it is enough if the business actor has produced or traded the goods or services. Furthermore, Article 9 paragraph (1) letters c, d and e regulates:

Article 9 paragraph (1) letter c

"Business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly, and/or as if the goods and/or services have received and/or have sponsorship, approval, certain equipment, certain benefits, work characteristics or certain accessories;"

Article 9 paragraph (1) letter d

"Business actors are prohibited from offering, promoting, advertising goods and/or services falsely, and/or as if the goods and/or services were made by a company that has sponsorship, approval or affiliation."

Article 9 paragraph (1) letter e

"Business actors are prohibited from offering, promoting, advertising goods and/or services falsely, and/or as if the goods and/or services are available"



The forms of criminal acts in these three legal regulations contain norms prohibiting business actors from offering, promoting or advertising goods and/or services where in principle what is being offered is not in accordance with the facts (Firdaus & Maerani, 2020; Kaluase, 2022). So, in offers, promotions or advertisements by business actors regarding goods and/or services essentially contain deception. In Article 9 paragraph (1) letter c, the deception is in the form of making it appear as if the product being offered has received and/or has a sponsor, approval, certain equipment, certain benefits, certain work features or accessories. In Article 9 paragraph (1) letter d, the form of deception is as if the product being offered is made by a sponsored company, company or affiliate. Meanwhile, in Article 9 paragraph (1) letter e, the trick is to pretend that the product exists. In relation to personal data, in principle there is a violation of personal data. Organizers who violate Users' personal data violate Article 67 paragraph (2) of the PDP Law which regulates:

“Any person who intentionally and unlawfully discloses Personal Data that does not belong to him as intended in Article 65 paragraph (2) shall be punished by a maximum imprisonment of 4 (four) years and/or a maximum fine of IDR 4,000,000,000.00 (four billion rupiah).”

However, in Indonesian criminal law there are known reasons for abolition of crimes outside the law (Firdaus & Maerani, 2020). Reasons for eliminating a crime outside the law are reasons that eliminate both the unlawful nature of the act and the wrongdoing of the perpetrator. (Santoso, 2023, p. 685) One of them is a permit which is a justification, namely eliminating the unlawful nature of the act. (Pangkerego & Tuwaidan, 2020, p. 67) Consent as a reason for expunging a crime is based on the legal principle of *volenti non fit iniura*, namely that a criminal act is not subject to a criminal offense if it is committed with the permission of the party directly injured. (Santoso, 2023, p. 690) This permission can be a justification if it is given without deception, mistake or coercion, is given by someone who is of legal age, and is given without being drunk. (Santoso, 2023, p. 685) In relation to LPBBTI, permission is usually closely related to the Organizer's access to the User's personal data. If the User, when entering into an agreement with the Organizer, gives permission to the Organizer to access the User's personal data, then the Organizer's actions are not unlawful and therefore cannot be punished. However, it should be noted that the granting of permission must not be based on an error in the sense of a lack of informed consent from the User.

CONCLUSION

The community in Tawangmangu Subdistrict needs to be empowered so that they have sufficient knowledge regarding the legal aspects of LPBBTI so as to avoid legal problems related to LPBBTI. There were not any substantial obstacles during the implementation of the community services. Through this community service, the Tawangmangu sub-district community increases their knowledge and literacy, as well as gets solution to the problems



they face. Socialization of the legal aspects of LPBBTI (online loans) was conducted on 18-19 August 2023. LPBBTI is a form of technological development intervention in the lives of Indonesian society. From civil law perspectives, both the Organizers and the Users can be held liable in the event of a breach of contract. Meanwhile, from a criminal law perspective, Organizers and Users, especially Funders, can be punished if they are proven guilty of committing a criminal act, such as embezzlement or fraud.

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