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## SETTLEMENT OF DISPUTES ON PARTY INCLUDING EMERGENCY CONTACT IN ONLINE CREDIT AGREEMENTS THROUGH THE WEBSITE

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### ABSTRACT

One of the requirements for submitting a fintech is to include an emergency contact party as the party who is given the second responsibility if the borrower cannot be contacted, but this is abused by the borrower by including other people's emergency contacts without the person's knowledge, and this violates the laws and regulations which clearly protects personal data. This thesis aims to analyze the legal regulations for the inclusion of emergency contacts unilaterally in online credit agreements through the website and analyze the dispute resolution for the inclusion of emergency contacts unilaterally in online credit agreements through the website. The research method used in this study is an empirical juridical approach, namely research conducted on real situations or conditions that occur in society. The results of this study indicate that the legal arrangement for the inclusion of emergency contacts unilaterally in online credit agreements through the website already exists but is still scattered in various regulations so that it has not been able to provide optimal protection for personal data.

**Keywords:** Emergency Contact, Fintech

### INTRODUCTION

There are changes in the times that are growing, whether these changes are influenced by factors of need, thinking patterns of community members, positive and negative behavior patterns, so that this development will also demand legal certainty for every action taken by members of the community. community, especially in civil relations, especially in making an agreement, must be made in writing.

Changes in the times have advanced, so that all changes in the form of civil relations, whether in the form of debts, exchanges and so on, which used to be made orally can no longer be maintained, in other words every agreement that has been made with an agreement at first, both in written and oral form (not written) will not necessarily be able to run according to the plan the agreement was made and agreed upon (Arief, 2020).

The development of the times or changes in circumstances are also influenced by the development of needs and how to fulfill these needs, the community in fulfilling their needs in the economic field will require the existence of a credit guarantee institution, because this guarantee institution is very closely related to the need for credit, as a means to enlarge businesses both legal entity or individual. The times have made everything online. Likewise with borrowing money, there are now online lending services (Hermansyah, 2006). Discussing the difficulty of debtors to obtain credit facilities from banks due to the precautionary factor that must be applied by the bank, this does not seem to apply to parties who run online lending businesses. Credit loans that are currently being offered through online media are thanks to advances in the sophistication of digital financial technology.

The rise of online loan services makes it easy to apply. However, the rapid growth of this online loan service provider does not seem to be followed by adequate education to the public. Finally, negative effects arise from the many types of online loans (Yuliyana, 2020). This happens on an emergency contact. Emergency contact This is the number to call if the customer is difficult to contact. In some cases, the Emergency Contact provided by the borrower is a telephone number given without the knowledge of the party who is used as an Emergency Contact to the online loan provider. The Emergency Contact party was also asked to take responsibility for loans that they did not know about.

Based on the background of the research above, the formulation of the research problem is (1) What is the legal arrangement for the unilateral inclusion of emergency contacts in online credit agreements through the website? (2) How is the dispute settlement for the unilateral inclusion of emergency contact in the online credit agreement through the website?

Based on the formulation of the research problem above, the objectives of this study are (1) to analyze the legal arrangements for the unilateral inclusion of emergency contacts in online credit agreements through the website (2) to analyze dispute resolution for the unilateral inclusion of emergency contacts in online credit agreements through the website.

There are several previous studies that have similarities in some aspects with this research but differ in various other aspects, as follows:

Thesis from Amanda Lanisya, from Sriwijaya University, Palembang on Legal Protection Based on the Proportional Principle of Debtors and Creditors in Financial Technology-Based Borrowing Agreements (Fintech), this research only focuses on unreasonable interest and misuse of personal data, the method used is a literature study with qualitative analysis

The second research is by Sulistiowati, regarding the Implementation and Obstacles of Online Loans Judging from the Civil Code and the Electronic Information and Transaction Law, the Jakarta Legal Studies Master's thesis, but this research focuses more on cash loan problems at PT. Digital alpha Indonesia, the problems discussed are first, how is the process of implementing online cash loans by PT. Digital Alpha Indonesia? Second, how the efforts of PT. Digital alpha indonesia on customer achievements from online cash loans that have been implemented, the method used is descriptive analytical.

The third research is research from Elisa Angela, with the title Analysis of Legal Protection Against Misuse of Personal Data of Online Loan Users. Thesis, Tarumanagara University. This research focuses more on the misuse of personal data, which can be seen in the formulation of the problem, namely how legal protection against misuse of personal data of online loan users is, the method used is normative.

The journal that was published in JURNALHAM from Rodes Ober Adi Guna Pardosi, Yuliana Prima Wardani with the title Protection of the Rights of Online Loan Service Users in a Human Rights Perspective, the focus of this research is on the protection of the rights of online loan service users in a human rights perspective. The research method used is normative research.

## RESEARCH METHODS

This study uses empirical research methods. Empirical Legal Research is a legal research method that uses empirical facts taken from human behavior, both verbal behavior obtained from interviews and real behavior through direct observation. Empirical research is also used to observe the results of human behavior in the form of physical relics and archives (Mukti and Yulianto, 2010).

There are 3 (three) techniques used to collect data, either individually or separately or used together at the same time. The three techniques are interviews, questionnaires or questionnaires and observation.

The method of collecting data from this study is to use two types of data collection methods, including (1) Observation, Observation or observation is a data collection tool that is carried out by observing and systematically recording the symptoms investigated (Cholid, and Achmadi, 2005). ). (2) Interview, Interview is a way to get information by asking directly to the respondent. The type of interview that the author uses is a guided free or free structured interview using a question guide that serves as a controller so that the interview process does not lose its way. This interview method is carried out to obtain information by physically meeting face-to-face and asking questions with online loan consumers. As for the research location, this research is located in Gorontalo Province.

## RESULTS AND DISCUSSION

The development of the times in this era of globalization, any community activity will not be separated from the help of technology. Likewise, financial institutions are now starting to shift to technology-based financial institutions. One of the advancements in the financial sector at this time is the adaptation of Financial Technology or the plural called fintech. Fintech is believed to be able to be a solution to simplify, speed up time, provide convenience, etc. for users of fintech services in Indonesia. Fintech is the implementation and use of technology to improve banking and financial services, which are generally carried out by startup companies by utilizing the latest software, internet, communication and computing technologies. This concept adapts technological developments that are combined with the financial sector so that it can present a more practical, safe and modern financial transaction process.

The presence of technology has supported the creation of financial services that are more efficient and in accordance with the needs of the community based on information technology (peer to peer). Through this peer to peer lending, people who need funds in micro amounts can easily and quickly get a loan without the need to apply for credit to a bank with certain requirements (Nofie, 2016).

Online loans offer many features that benefit consumers over banking. As a result, in the last two years, fintech online loans have grown very fast. However, negative excesses have emerged such as the spread of borrowers' personal data because the online loan verification process is carried out online and will require approval from loan recipients to access all data, this is very high risk data. personal loan recipients to be misused. Requests for consumer personal data are actually needed by the company to conduct an assessment of prospective borrowers and to ensure that the money

borrower is really the person whose name is listed in the application but in some cases, contact access is used for billing, or often called emergency contact.

Along with the development of time and technology, lending and borrowing which was originally simple to technology-based or online has become one type of financial technology (fintech) implementation to facilitate financial transactions anytime anywhere. An example is a credit card. According to article 1 number 3 of the regulation of the financial services authority number 77/POJK.01/2016 concerning information technology-based lending and borrowing services, it reads, "Information technology-based money-borrowing services are the provision of financial services to bring together lenders and loan recipients in the context of conducting financial services. lending and borrowing agreements in rupiah currency directly through an electronic system using the internet network."

Information technology-based lending and borrowing service providers are Indonesian legal entities that provide, manage, and operate information technology-based lending and borrowing services. This is explained in Article 1 point 6 of POJK Number 77/POJK.01/2016.

Article 18 agreement on the implementation of information technology-based lending and borrowing services includes: (1) Maintaining the confidentiality, integrity, and availability of personal data, transaction data, and financial data that are managed from the time the data is obtained until the data is destroyed. (2) Ensuring the availability of authentication, verification, and validation processes that support denial in accessing, processing, and executing personal data, transaction data, and financial data it manages. (3) Ensuring that the acquisition, use, utilization and disclosure of personal data, transaction data, and financial data obtained by the organizer is based on the approval of the owner of personal data, transaction data, and financial data unless otherwise stipulated by the provisions of laws and regulations. (4) Provide other communication media other than electronic information technology-based lending and borrowing services to ensure continuity of customer service which can be in the form of electronic mail, call centers, or other communication media. (5) Notify the owner of the personal data, transaction data, and financial data in writing if there is a failure to protect the confidentiality of personal data, transaction data and financial data that he manages (Etty, 2016).

As described above, it is emphasized that the approval of the owner of personal data is not only limited to loans. Thus, based on the laws and regulations, the online loan service provider should seek approval from the emergency contact in the loan application process.

Book III of the Civil Code regulates *Verbintenissenrecht*, which includes the term *Overeenkomst*. Known from 3 *Verbentenis* translations, namely engagement, obligation and agreement, while *Overeenkomst* there are 2 translations, namely agreement and agreement. The meaning of the agreement itself is regulated in Book III and Chapter II of the Civil Code. Article 1313 of the Civil Code reads: "An agreement (approval) is an act by which one or more people bind themselves to one or more people (Handri, 2009).

Subekti Provides the understanding of engagement as a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill these demands. While the agreement is an event where one person promises to another person or where the two people promise each other to carry out something (Abdul, 2004). Where the engagement is in the field of property law; in the field of family law; in the field of personal law. An engagement that covers several areas of law is called an engagement in a broad sense.

Based on some of the meanings of the agreement above, it can be concluded that in an agreement there must be at least two parties, where both parties agree to each other to cause certain legal consequences. So the agreement made by the creditor and debtor in an online sale and purchase agreement then involves an emergency contact and without the approval of the emergency party is a legal problem.

## CONCLUSIONS AND SUGGESTIONS

Legal Arrangements for the Unilateral Inclusion of Emergency Contacts in Online Credit Agreements Through the Website, there have been several laws and regulations, namely civil law, Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Lending and Borrowing Services. Bank Indonesia regulations, Law Number 8 of 1999 concerning Consumer Protection (UUPK). But the number of regulations governing the protection of personal data shows the importance of personal data to be protected. But unfortunately these regulations are still scattered in various regulations so that they have not been able to provide optimal and effective protection of personal data as part of privacy. Therefore, it is necessary to formulate a law that can specifically provide protection of personal data.

The government must conduct socialization to the public about online loans, from the procedures to the advantages and disadvantages that will be obtained, as well as solutions if they get

a problem, especially when used as an emergency contact without confirmation. The government must make special rules regarding personal data so that there will be clear arrangements and there will be no misuse of data by parties who are not responsible for providing online loans.

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