

## **Digital Contract Disputes in the FinTech Era: Legal Analysis of Consumer Protection and the Obligations of the Parties**

**Rusdi Sanmas<sup>1)</sup>, Markus Suryoutomo<sup>2)</sup>, Arliyanda<sup>3)</sup>, Johannes Triestanto<sup>4)</sup>, Iwan Rasiwan<sup>5)</sup>**

<sup>1)</sup> Universitas Dharma Indonesia

<sup>2)</sup> Universitas 17 Agustus 1945 Semarang

<sup>3)</sup> Universitas Indonesia Timur

<sup>4)</sup> Universitas Katolik Parahyangan Bandung

<sup>5)</sup> Universitas Kartamulia Purwakarta

\*Corresponding Author

Email: [rusdysanmas.19@gmail.com](mailto:rusdysanmas.19@gmail.com)<sup>1)</sup>, [msu.atlaw@untagsmg.ac.id](mailto:msu.atlaw@untagsmg.ac.id)<sup>2)</sup>, [arliyanda12@gmail.com](mailto:arliyanda12@gmail.com)<sup>3)</sup>, [johannestriestanto@gmail.com](mailto:johannestriestanto@gmail.com)<sup>4)</sup>, [iwanrasiwan@gmail.com](mailto:iwanrasiwan@gmail.com)<sup>5)</sup>

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### **Abstract**

*The rapid development of the Financial Technology (FinTech) industry has significantly transformed the delivery of financial services, including the execution of contracts in electronic form. Digital contracts offer greater efficiency, transparency, and accessibility for the public. However, these practices also present complex legal challenges, particularly regarding consumer protection and the obligations of the parties involved. Many digital contracts still rely on standardized, one-sided clauses that may disadvantage consumers, while FinTech providers often limit their legal liability. Existing regulations, such as Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and Law No. 8 of 1999 on Consumer Protection (UUPK), provide a normative legal framework to ensure the validity of digital contracts and safeguard consumer rights. Nevertheless, implementation in practice faces obstacles, including issues with verifying electronic signatures, clarity of contractual clauses, and the effectiveness of dispute resolution mechanisms. This study employs a normative juridical approach to analyze disputes in FinTech digital contracts in Indonesia, emphasizing the need for balance between the rights and obligations of all parties. The findings suggest a necessity for regulatory harmonization, improved legal and digital literacy among consumers, and the development of adaptive dispute resolution mechanisms, including faster and more efficient online dispute resolution alternatives. These efforts are expected to enhance legal certainty, foster consumer trust, and reduce the risk of disputes in the continually evolving FinTech landscape.*

**Keywords:** *Fintech, Digital Contracts, Consumer Protection, Disputes, Party Obligations.*

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## **INTRODUCTION**

The advancement of information and communication technology has accelerated significantly over the past three decades, giving rise to transformative innovations in various sectors. One of the most prominent developments is Financial Technology (FinTech), an innovative segment within the financial industry. FinTech encompasses a wide range of digital services aimed at facilitating public access to financial services, including digital payments (e-wallets), online lending (FinTech lending), app-based investment platforms, and technology-driven insurance solutions (insurtech). In the context of Indonesia, the growth of FinTech has become a key driver of financial inclusion, allowing individuals in areas underserved by conventional banking systems to access financial services quickly and efficiently via mobile devices. However, this rapid expansion also introduces significant legal implications, particularly regarding the validity of digital contracts and the protection of consumers in electronic transactions. (Annisa, 2022)

Digital contracts have emerged as a direct consequence of integrating technology into legal interactions between FinTech providers and consumers. These contracts are created, agreed upon, and executed electronically without any physical meeting between the parties. While digital transactions offer unmatched efficiency, they also create legal dynamics that challenge traditional frameworks built around paper-based contracts. The legal recognition of digital

contracts is established under Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), yet practical implementation often reveals ambiguities that require clarification and regulatory reinforcement within Indonesia's legal system (Saifullah et al., 2024).

A significant concern in FinTech digital contracts is the prevalence of standardized, unilateral clauses drafted by service providers. Such clauses often favor providers by limiting their legal liability in the event of service failures or disputes that may harm consumers. This practice highlights the imbalance of bargaining power between providers and consumers, increasing the risk that contractual terms will be exploited to protect corporate interests over those of the more vulnerable consumer. This imbalance is evident when consumers accept FinTech terms and conditions without meaningful negotiation or detailed explanation, a situation made common by the click-through nature of digital agreements, where users consent without fully reviewing the content (Sulaiman et al., 2025).

Another critical issue relates to consumer data protection in FinTech transactions. Personal data serves as a vital asset for FinTech providers, supporting risk assessments and creditworthiness evaluations. Without proper governance, such data is vulnerable to misuse, breaches, or unauthorized access, jeopardizing consumer rights protected under consumer protection laws and relevant privacy regulations (Priliasari, 2019). This concern is increasingly urgent as many FinTech services process data across platforms and international borders, necessitating effective national-level harmonization of personal data regulations (Febrian et al., 2025).

Beyond unilateral clauses and data protection, digital contract disputes face uncertainty in dispute resolution procedures. Many FinTech contracts stipulate arbitration or online dispute resolution (ODR), which may be unfamiliar to consumers. Although ODR offers faster and more efficient alternatives to conventional courts, operational challenges persist, including issues of accessibility, process transparency, and the legal certainty of decisions. Such uncertainties can place consumers at a disadvantage when resolving disputes compared to traditional contracts (Putra et al., 2020)

Indonesia's legal framework attempts to address these challenges through instruments such as Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and Law No. 8 of 1999 on Consumer Protection (UUPK). The ITE Law explicitly recognizes electronic documents and signatures as legally valid evidence, providing a normative basis for digital contracts. Meanwhile, the UUPK sets principles for consumer protection, including rights to information, security, and legal certainty in transactions. Despite these legal provisions, the rapid evolution of technology and the complexity of FinTech business models reveal limitations in their adaptability, particularly in terms of enforceability and protecting consumers who may be legally and economically disadvantaged during disputes. (Aldaufa & Naza, 2025)

A notable legal challenge involves exoneration clauses, which aim to limit or absolve providers from liability for consumer losses. If such clauses are overly broad, they risk unfairly transferring almost all risks to consumers without adequate compensation. Excessive exoneration practices conflict with the principles of fairness and balance inherent in consumer protection law, which seeks to safeguard parties who are economically and technologically weaker. FinTech providers, as digital intermediaries, must adhere to these fundamental principles to ensure that contracts do not unilaterally deprive consumers of their rights.

Digital literacy among consumers also remains a pressing concern. Despite the convenience and speed promised by FinTech services, many consumers lack a full understanding of the legal implications of electronically executed contracts. Limited literacy in digital and contractual law encourages passive acceptance of terms without knowledge of corresponding rights and obligations, exacerbating power imbalances and increasing the risk of future disputes (Lusardi & Mitchell, 2013; Putri & Yoga, 2025). Studies have shown that insufficient financial

and digital literacy significantly reduces consumers' ability to evaluate contractual risks and undermines informed consent in digital transactions.

Globalization and cross-border payment integration further highlight the need for harmonized international regulations for digital contracts. FinTech transactions increasingly transcend national jurisdictions, and domestic law alone may be insufficient to guarantee comprehensive legal certainty. Indonesia faces the challenge of developing a regulatory framework that is robust nationally while aligning with international standards, thereby providing legal certainty for both foreign providers and domestic consumers engaged in cross-border digital transactions (Arner et al., 2017). Comparative studies emphasize that regulatory fragmentation across jurisdictions often leads to legal uncertainty, particularly in enforcing digital contracts across borders.

In terms of dispute resolution, conventional judicial processes may be inadequate. Traditional litigation is often slow and bureaucratic, ill-suited to the rapid, technology-driven nature of digital disputes. Therefore, alternative mechanisms such as Online Dispute Resolution (ODR) and specialized FinTech dispute resolution bodies are crucial, offering faster, cost-effective, and technologically informed solutions (Hatibie, 2025; Katsh & Rabinovich-Einy, 2017). Empirical research indicates that ODR mechanisms improve access to justice and efficiency in resolving cross-border e-commerce and digital finance disputes.

Finally, harmonization of the ITE Law, UUPK, and implementing regulations issued by the Financial Services Authority (OJK) and Bank Indonesia is urgently needed. Uniform standards and clear legal certainty will ensure fair and balanced digital contracts, stronger data protection, and increased consumer trust. Enhanced consumer confidence, in turn, will support healthier and sustainable growth in the FinTech industry while minimizing potential legal disputes that could harm consumers (Fenwick et al., 2019). Regulatory coherence has been identified as a key factor in fostering innovation while maintaining adequate consumer protection within the FinTech ecosystem.

## RESEARCH METHODS

This study employs a normative legal research method with a doctrinal approach. This approach is chosen because the research focuses on analyzing the legal framework, consumer protection, and the obligations of parties in digital contracts within the FinTech sector, based on Indonesian legislation and relevant legal literature. A normative legal analysis allows the researcher to examine and evaluate the application of legal norms and their relevance to the practices of digital contracting.

Data for this study were collected from two primary sources. The first consists of primary legal materials, including statutes and regulations related to digital contracts, such as Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), Law No. 8 of 1999 on Consumer Protection (UUPK), and regulations issued by the Financial Services Authority (OJK) governing FinTech services. These sources provide a formal legal foundation and outline the statutory provisions regulating the legal relationship between service providers and consumers.

The second source comprises secondary legal materials, including academic journals, research articles, books, and scholarly reports discussing digital contracts, consumer protection, and disputes in the digital era. These secondary sources offer interpretations, critical analyses, and theoretical perspectives on the application of legal norms, as well as insights into best practices relevant to the FinTech industry.

The analysis is conducted using a descriptive-analytical method, which involves describing the legal phenomena observed in FinTech digital contract practices and evaluating the adequacy and effectiveness of existing regulations. This approach enables the researcher to assess

whether current laws provide sufficient consumer protection, balance the obligations of the parties, and ensure legal certainty in digital contract disputes.

Additionally, this study critically examines issues such as the impact of standardized clauses that disadvantage consumers, risks associated with personal data breaches, and the mechanisms for resolving digital disputes. The analysis evaluates whether the current legal framework is sufficiently adaptive to keep pace with the rapid development of financial technology (Saebani, 2023).

## RESULTS AND DISCUSSION

### Result

#### Consumer Protection in Digital Contracts

The findings indicate that FinTech digital contracts are predominantly structured as standard form contracts, where terms are unilaterally determined by service providers. Consumers are generally limited to accepting or rejecting the agreement without negotiation. The use of exoneration clauses is also commonly identified. These clauses typically exempt providers from liability for losses arising from system failures, technical errors, or delays caused by external factors.

In terms of regulation, Law No. 8 of 1999 on Consumer Protection and Law No. 11 of 2008 on Electronic Information and Transactions provide a legal basis for consumer protection and recognition of digital contracts. However, challenges remain in implementation, including limited consumer literacy, weak supervision of contract clauses, and limited dispute resolution mechanisms (Ulya, 2022).

**Table 1 Analysis of Consumer Protection in FinTech Digital Contracts**

No	Aspect	Findings	Implications for Consumers
1	Standard Form Clauses	Contracts are drafted unilaterally by providers; consumers can only accept or reject.	Consumers have limited control over contract terms and are at risk of being disadvantaged.
2	Exoneration Clauses	Providers exempt themselves from liability for consumer losses, e.g., system failures or payment delays.	Consumers may not receive compensation for losses, increasing the likelihood of legal disputes.
3	Consumer Protection Regulations	UUPK ensures rights to information, security, and legal certainty; ITE Law recognizes electronic contracts and signatures.	Provides a legal foundation, but practical enforcement is limited and often ineffective.
4	Consumer Literacy	Consumers have limited understanding of digital contract content and the legal consequences of accepted clauses.	Increases the risk of unfair consent and a higher potential for disputes.
5	Law Enforcement	Oversight of harmful contract clauses is not optimal; digital dispute resolution mechanisms remain limited.	Consumers face difficulties asserting their rights in case of violations or disputes.

#### Obligations of Parties in FinTech Digital Contracts

The results show that many FinTech providers include clauses limiting their liability, particularly in cases of technical failure or delayed transactions. Consumers generally have weaker bargaining power and limited ability to influence contract terms. In addition,

transparency in explaining contractual provisions is often insufficient. Providers are also responsible for ensuring data security and service reliability, although gaps in implementation are still observed (Alamsyah et al., 2024)

**Table 2 Analysis of Party Obligations in FinTech Digital Contracts**

No	Aspect	Findings	Implications for Consumers
1	Limitation of Liability Clauses	Many platforms include clauses that limit or exempt providers from liability for consumer losses.	Consumers may bear risks that should be the provider's responsibility, increasing the potential for disputes.
2	Imbalance of Power	Consumers have limited bargaining power, while providers dominate contract content.	Consumers are less protected, and their rights may not be fully upheld.
3	Transparency and Clarity	Providers' obligations to clearly explain terms and conditions are often insufficient.	Consumers may misunderstand their rights and responsibilities, leading to misinterpretation of the contract.
4	Consumer Data Protection	Providers must safeguard the security and confidentiality of consumer data.	Failure to do so increases the risk of data breaches, potentially causing additional disputes.
5	Ethical and Legal Responsibilities	Providers are expected to uphold principles of fairness and legal accountability.	Promotes consumer trust and helps minimize disputes.

### Validity of Digital Contracts

Digital contracts are legally recognized under the ITE Law, including electronic documents and digital signatures. This establishes formal legal validity equivalent to conventional contracts. However, practical challenges arise in proving electronic consent and signatures, particularly in dispute situations. Click-through agreements and OTP-based approvals are often contested. Additionally, unclear or complex contractual clauses reduce the effectiveness of consent and may lead to disputes regarding the validity of agreements.

**Table 3 Analysis of Digital Contract Validity in FinTech**

No	Aspect	Findings	Implications for Consumers
1	Legal Recognition	ITE Law recognizes electronic contracts and digital signatures as legally valid.	Provides a legal basis for digital transactions to be treated on par with conventional contracts.
2	Electronic Signature Proof	Digital consent via click-through agreements or OTPs is often challenged in court.	Both consumers and providers face potential disputes if digital evidence is questioned.
3	Ambiguous Clauses	Digital contracts sometimes include provisions that are difficult to understand or hidden.	Consumers may perceive their consent as invalid or feel disadvantaged, increasing the risk of disputes.
4	Transparency and Comprehensibility	Clear and simple contract language helps consumers understand their rights and obligations.	Reduces the likelihood of disputes and enhances legal certainty.

## Dispute Resolution and Consumer Data Protection

Dispute resolution in FinTech transactions shows limitations in conventional judicial systems, which tend to be slow and procedural. Alternative mechanisms such as Online Dispute Resolution (ODR) and digital ADR are increasingly used due to their efficiency and flexibility. Consumer data protection also emerges as a critical issue, as FinTech platforms process sensitive personal data. Weak data governance increases risks of breaches and disputes.

**Table 4 Analysis of Dispute Resolution and Consumer Data Protection in FinTech**

No	Aspect	Findings	Implications for Consumers
1	Conventional Judicial Mechanisms	Traditional court systems are slow and bureaucratic for handling digital disputes.	Dispute resolution is inefficient, delaying legal certainty for consumers.
2	Online Dispute Resolution (ODR)	Disputes are resolved through online platforms, offering faster, cheaper, and flexible solutions.	Accelerates resolution and reduces costs for consumers.
3	Digital Alternative Dispute Resolution (ADR)	Mediation or arbitration conducted via digital applications serves as an alternative.	Provides more flexible and adaptive access to dispute resolution.
4	Consumer Data Protection	Secure and transparent management of consumers' personal data.	Reduces the risk of data breaches, protects consumer rights, and builds trust in FinTech platforms.
5	Regulatory Compliance	Consistent enforcement of the ITE Law and OJK regulations.	Provides a legal foundation for consumers to claim their rights in cases of violations or data breaches.

## Discussion

### Consumer Protection in Digital Contracts

Consumer protection is a critical aspect of digital contracts in the FinTech era. FinTech digital contracts are often structured as standard form contracts, where the terms and conditions are predetermined unilaterally by the service provider. Consumers are generally given only the option to accept or reject the service, without an opportunity to negotiate the contractual terms. This practice creates an imbalance of legal power, as consumers typically lack the ability to influence the content of the contract.

A prominent concern involves exoneration clauses, which release service providers from liability for losses incurred by consumers. For example, in online lending agreements, providers often stipulate that they bear no responsibility for system failures, technical errors, or delays in repayment caused by external factors. Such clauses can result in legal disputes if consumers feel disadvantaged and do not receive adequate legal protection (Ulya, 2022).

National regulations provide a legal framework for protecting digital consumers. Law No. 8 of 1999 on Consumer Protection (UUPK) emphasizes consumers' rights to clear and accurate information, security, and legal certainty in transactions. Meanwhile, Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) legitimizes digital contracts, recognizing electronic documents and digital signatures as legally valid evidence. However, the implementation of these regulations faces challenges, such as limited consumer literacy regarding their rights, inadequate oversight of potentially harmful contractual clauses, and a lack of adaptive dispute resolution mechanisms suited to digital transactions (Abdini et al., 2025).

**Obligations of Parties in FinTech Digital Contracts**

The obligations of parties play a crucial role in FinTech digital contracts, as they define the rights and responsibilities of both service providers and consumers in each transaction. In practice, many FinTech platforms draft terms and conditions that limit their legal liability. For instance, online lending providers frequently include clauses exempting themselves from responsibility for payment delays caused by system malfunctions or technical issues beyond their control.

Such policies create an imbalance in legal positions between consumers and providers. Consumers, who often have limited knowledge and bargaining power, may bear greater risks without adequate compensation. This imbalance not only increases the likelihood of disputes but also raises concerns regarding fairness in contracts, since consumers have little to no opportunity to negotiate burdensome clauses (Alamsyah et al., 2024).

Moreover, the obligations of FinTech providers should extend beyond merely delivering services; they should also ensure transparency, security, and protection of consumer data. Failure to uphold these responsibilities can increase legal and reputational risks for providers, while leaving consumers in a vulnerable position. Research indicates that drafting digital contracts that are balanced, clear, and transparent is essential to fostering a fair legal relationship between consumers and service providers.

**Validity of Digital Contracts**

The validity of digital contracts is a critical issue in the FinTech era, as it concerns legal enforceability, evidentiary proof, and the protection of parties' rights. Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) explicitly recognizes digital contracts and electronic signatures as legally valid, equivalent to conventional written agreements. This legal recognition provides a normative foundation, allowing digital transactions to be executed lawfully, enhancing efficiency, and expanding public access to financial services.

However, the practical implementation of legal provisions regarding digital contract validity faces several challenges. First, proving electronic signatures and consumer consent often arises as an issue in court. For instance, in cases of contractual disputes or breaches, the validity of digital consent such as click-through agreements or one-time passwords is sometimes contested by opposing parties or legal authorities. This demonstrates that, although digital contracts are legally recognized, procedural mechanisms for evidence verification still require strengthening to ensure legal certainty.

Ambiguous or complex contractual provisions also pose obstacles to the validity of digital contracts. Clauses that are difficult for consumers to understand or that obscure important obligations can lead to legal disputes, as consumers may perceive their consent as invalid or infringing upon their rights. Consequently, clarity, transparency, and easily understandable language are essential elements for ensuring the juridical validity of digital contracts.

**Dispute Resolution and Consumer Data Protection**

Dispute resolution poses a major challenge in FinTech digital contracts due to the fast-paced, cross-platform, and highly technological nature of transactions. Conventional judicial systems often lack the adaptability to effectively manage such disputes. Lengthy and bureaucratic litigation processes are ill-suited to digital transactions, which require timely resolution to maintain legal certainty (Sari et al., 2022).

To address these limitations, digital-based Online Dispute Resolution (ODR) and Alternative Dispute Resolution (ADR) mechanisms have been increasingly adopted. ODR enables disputes to be resolved through online platforms without the need for physical court appearances, offering faster, more cost-effective, and efficient outcomes. Similarly, digital ADR, such as app-based mediation or arbitration, provides a flexible alternative suited to the characteristics of FinTech, particularly for disputes that cross regional or international boundaries. (Amiroh et al., 2025; Aswan, 2024)

Beyond dispute resolution, consumer data protection is a critical concern. FinTech platforms handle sensitive consumer data used for credit analysis, risk profiling, and personalized services. Data breaches or misuse can lead to new legal disputes, harm consumers, and damage service providers' reputations. Regulations governing data protection, such as the ITE Law and OJK digital service regulations, must be consistently enforced to safeguard consumers' personal data and uphold their rights.

## CONCLUSION

Consumer protection remains a central issue in FinTech digital contracts. Many agreements contain unilateral standard form clauses, including exoneration clauses that exempt service providers from liability for consumer losses. Although Law No. 8 of 1999 on Consumer Protection (UUPK) and Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) provide a legal framework, their practical implementation is still limited. Consequently, consumer protection is not yet fully effective, leaving a high risk of legal disputes (Abdini et al., 2025).

The obligations of the parties are also critical. FinTech service providers often position themselves in a stronger legal stance by limiting their liability, while consumers occupy a relatively weaker position. This imbalance can result in unfairness and potential disputes. Therefore, drafting digital contracts that are fair, transparent, and balanced is essential to uphold the principles of justice and legal certainty for both parties (Heltaji, 2025).

The validity of digital contracts presents additional challenges. While the ITE Law formally recognizes electronic contracts and digital signatures, evidentiary practices in courts still face obstacles, particularly regarding consumer consent and the validity of electronic signatures. Clear contract clauses, straightforward language, and well-defined digital evidence procedures are essential to ensure that digital contracts carry the same legal weight as conventional agreements (Asmana et al., 2025)

Dispute resolution and consumer data protection are further determining factors. Conventional courts are considered inefficient for handling fast-paced, technology-driven FinTech disputes. Alternative mechanisms, such as Online Dispute Resolution (ODR) and digital-based ADR, offer more adaptive and effective solutions. In addition, consistent protection of consumer personal data is necessary to prevent data breaches and legal disputes. Compliance with regulations and robust data security practices are key to building trust and supporting the sustainable growth of the FinTech industry (Basani et al., 2025; Syarifa et al., 2022)

Overall, the success of FinTech digital contracts in protecting consumers and balancing the obligations of parties depends on regulatory harmonization, consistent legal enforcement, enhanced consumer literacy, and adaptive digital dispute resolution mechanisms. These efforts not only reduce the risk of disputes but also foster trust, promote the healthy growth of the FinTech industry, and ensure fairness and legal certainty for all stakeholders

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