

# Legal Protection for Consumers Using Shoppe Paylater Cash Swipe Services

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**Abstract:** In the current digital era, there are many benefits, one of which is electronic commerce transactions that provide various attractive features such as Paylater or pay later. This writing uses a normative legal writing method. Where a legislative approach will be taken by reviewing laws and regulations with the use of the Paylater feature. The increasing online purchasing power is now widely used by individuals who use the Paylater feature to make Cash Swipes, legal protection for users of cash swipe services is very important. Cash Swipe is a practice that involves disbursing credit limits from digital platforms such as Shopee Paylater in cash. This practice often causes legal problems and threats to consumers, such as fraud, increased debt, and misuse of personal data. The purpose of this study is to see how Law Number 8 of 1999 concerning Consumer Protection protects consumers who use Shopee Paylater swipe cash services. In addition, this study also investigates the responsibility of platform providers to protect customers from detrimental practices. The results of the study show that the practice of gestun violates legal provisions related to financial transactions and consumers. Consumers involved in this practice also do not get protection from service providers and consumers will also get violations of the law. In addition, the government is responsible for changing regulation.

**Keywords:** Consumer protection, Shopee PayLater, Digital transactions

## 1. Introduction

The development of technology in the digital age has made the internet the most important necessity that all people must meet, not only the Indonesian populace (Mujtahid et al., 2021). As an intermediary, the internet offers several benefits and conveniences in communication, particularly in the exchange of information, and optimizes time efficiency in tasks. With this development, all activities that previously needed to be completed manually by humans can now be completed only in a menit setting using a genggam pintar telephone wherever and whenever possible.

One of the activities that is made very easy by the development of this technology is the exchange of goods and services that can be carried out using electronic money. E-commerce, often known as electronic commerce, is used to illustrate the types of business activities that use electronic media to adopt new technologies. As a type of business activity carried out through electronic media, commonly referred to as e-commerce, transactions, purchases, and sales are carried out using computer networks (Gupta, 2014). One of the disadvantages of this electronic commerce is that there is no need for a continuous exchange between the buyer and seller, allowing the buyer to conduct business as usual as long as they have access to the internet.

Not only that, but consumers may also search for products that meet their needs based on desired criteria and at prices that suit their budget without having to leave their homes. In addition, they may easily observe the market by looking up information about the types of goods that consumers are currently consuming through social media (Hanaysha, 2022). Additionally, Pedagang can look for a cocok market segment to market or sell the products they sell. More importantly, this group of educators can use Maya media to promote their business to potential customers without wasting time or energy.

The internet has become a necessity for most people, including Indonesian people (Kharisma, 2022). The internet also offers many benefits for everyone, including ease of communication and exchanging information. In addition, the use of smartphones can also shorten the time to do activities that previously took hours to do directly. With the development of this technology, buying and selling goods and services through electronic media is one of the activities that is very easy to do.

One of the advantages of this e-commerce transaction is that it allows consumers to transact anytime they have an internet connection, because merchants and buyers do not need to meet in person. Buyers can also search for the products they need according to what they need. Sellers can also easily market their goods and search for information about what buyers need today through social media freely (Sugito, 2024).

After the Covid-19 pandemic spread throughout the world, this online shopping lifestyle has become increasingly popular (Nugroho et al., 2021). However, in addition to the increase in online purchases, the economic inequality felt by the community during quarantine due to the rampant layoffs and the decreasing ability of the lower middle class to buy something has resulted in many people being entangled in online loans offered through various online services to make ends meet. After the rise of Pinjol, it has now created a new trend, namely the provision of the "Buy in advance and pay at the end" feature on online shopping sites in Indonesia known as paylater, such as on the Shopee application. Paylater, or Pay Later, is one of the new payment methods provided by various digital companies and startups to help users meet their living needs (Pratika et al., 2021).

Paylater has become one of the features with the most users in a short time because it is considered to facilitate online transactions (Pratika et al., 2021). As a result, various types of new transactions that use this payment feature have begun to emerge, one of which is the practice of Cash Swipe. Cash Swipe is an activity of withdrawing a certain amount of money according to the loan limit available on the platform according to the limit when the consumer buys goods. However, in this Cash Swipe practice, instead of getting goods, the Cash Swipe perpetrator will actually give cash according to the nominal paid by the consumer.

Currently, cash swipe is considered an illegal act. Bank Indonesia Regulation No. 11/11/PBI/2009 provides an explanation of cash swipe violations. In addition, cash swipe causes losses to banks that act as intermediaries for online buying and selling. However, because gestun is carried out online without direct meetings and using digital wallets, there are often quite detrimental impacts on consumers from the shopping site itself. For example, sellers who offer Cash Swipe services but do not provide the promised funds, make customers remain entangled in paylater debt without getting the rights they should get (Dhahana & Ulpah, 2023). For this reason, research must be conducted to determine whether consumers who have suffered losses after making Cash Swipe transactions have the right to legal protection.

## 2. Method

In this writing, the research method used is a normative legal research method, namely a study that places law as a building block of a normative system (Negara, 2023). The approach used in this study is the approach legislation (Statute Approach) and also using a conceptual approach (Conceptual Approach) Where a statutory approach will be carried out by reviewing laws and regulations related to the use of the Paylater feature. Furthermore, a conceptual approach will also be carried out where this approach is based on views and doctrines that develop in legal science.

According to Peter Mahmud Marzuki, the results of legal research do not prove or support hypotheses; rather, they provide a description of what is being done to address the issue at hand. Accordingly, the methods used to evaluate legal knowledge also have differences from methods used to evaluate knowledge other than legal knowledge, such as social knowledge or academic knowledge.<sup>8</sup> In the analysis of this journal, the author uses the theory of legislation to analyze the legal products, such as constitution and other laws that are still in effect. In addition to this, the author will share with the Indonesian public the advantages and disadvantages of the legal system that are related to the frequent occurrence of electronic transactions (Setyowati et al., 2024).

## 3. Results and Discussion

### 3.1 Cash Swipe Practice on the Online Shopping Site Shopee

Electronic transactions have enormous potential to develop the online trading sector (Khan et al., 2017). Sellers can use it to promote certain products easily. Conversely, consumers can also easily find the goods they need in a short time. Indonesia as a country of law, has established Law Number 19 of 2018, which stipulates that "a legal act carried out through electronic intermediaries, electronic control systems, or other electronic intermediaries" in electronic transactions. Then in Article 1 number 24 of Law No. 7 of 2014 concerning Trade (hereinafter referred to as the Trade Law) also explains that "*buying and selling activities in electronic intermediary is a business activity in which buying and selling activities are carried out using a series of intermediaries and electronic mechanisms.*".

With the many online trading media or known as e-commerce. Shopee is an e-commerce platform with the most users. The e-commerce site discussed in this study is the trading center of PT. Shopee Indonesia (Susanti & Yosefly, 2021). Shopee has many active users, Shopee also offers many services to its consumers such as paying water bills, electricity bills, purchasing transportation tickets, to paying health insurance bills. Apart from providing various services, Shopee also often offers interesting features. provide benefits to consumers such as the paylater feature which was released on March 6, 2019 .*SPayLater* This itself is an online credit provider feature that provides the option of providing loans with an initial interest rate of zero percent and without any minimum transaction limits. However, of course there is a loan limit offered by Shopee to consumers who activate the Spaylater feature. When first used, the available loan limit is with an initial balance of IDR 750,000. The amount of the loan can be increased gradually according to the quality of the consumer's payments recorded in the Shopee user's loan account concerned. As the popularity of online shopping is currently increasing, various companies competing on online shopping sites are trying to provide convenience to consumers with Paylater. The purpose of this service is to

attract users and make them hooked on the services provided by the application (Razi & Putra, 2020). The Paylater feature on Shopee offers an attractive option for users with limited budgets, as it allows them to get unsecured loans through the application.

In principle, shopping site pages such as those that provide such financial services, such as Shopee in this study have collaborated with fintech (financial technology) companies or companies that offer innovative financial services based on technology (Halizah & Mardikaningsih, 2024). This electronic shopping site itself has collaborated with two fintech companies in providing Paylater services, including PT. Commerce Finance and PT. Lentera Dana Nusantar "which acts as a third party in organizing loan activities which of course have been registered and have obtained operational permits through the OJK.

The reason for choosing a company that has obtained an operational permit from OJK is to guarantee and provide confidence to prospective users regarding the security and protection of prospective users' personal data (Nurulhaq et al., 2023). Both companies have their own roles based on the installment program offered, such as PT. Lentera Dana Nusantara which offers a payment tenor program of 1 installment while PT. Commerce Finance offers programs of 2x, 3x, 6x, and 12x installments. The loan was made by three (three) parties, namely:

- a. Consumers, as users who apply for and receive loans When someone uses the SPayLater feature to purchase goods, they will become debtors and must pay for the goods on time according to the agreement (Prasetyo & Fatimah, 2022).
- b. Stores/shopping sites, in this case Shopee, will be referred to as creditors because they function as providers of the Paylater payment feature.
- b. Fintech is a provider of information technology-based money lending services that collaborates with the market to provide and distribute funds (Sabda Maulana et al., 2022). Fintech also handles the debtor's collection process and determines the amount of loan to be given.

Using the Shopee Paylater feature to make buying and selling transactions brings back the Gestun trend which has long been banned. Gestun is to withdraw a certain amount of cash and make a fake transaction to buy goods. The perpetrators of gestun which is carried out on online shopping sites usually use social media to attract customers (Hilong, 2023). How to Making a gesture via an online shopping site is also quite easy, namely:

- a. Consumers only need to activate the Shopee Paylater feature, using the user's original ID card and an active telephone number that can be contacted (Rizal, 2023).
- b. After being verified and getting a Paylater limit. Consumers will be directed to buy goods available on the seller's account that has Gestun services according to the desired amount with a process like this (Pratika et al., 2021):
  - 1) The service provider will inform you about the terms and conditions at the beginning before making a cash swipe transaction, for example a fee deduction of 10% to 20% of the balance limit to be disbursed.
  - 2) After both parties have agreed, the next step is that consumers are required to fill in the shipping address specified by the service provider to

facilitate the delivery of goods and fill in the telephone number with the consumer's personal number so as not to raise suspicion and to confirm that the order has arrived.

- 3) After filling in the address and telephone number, consumers are directed by the seller to order goods with a link specified by the seller by adjusting the PayLater limit that the consumer will disburse. If the price of the goods listed is less than the limit, the consumer can add or combine the number of goods until the price and PayLater limit are as needed.
  - 4) After the consumer makes a purchase of goods, they are asked to wait for the goods that are in the process of being delivered and consumers are prohibited from canceling orders without the knowledge of the service provider. And after the goods have arrived at the address that has been written by the consumer, the consumer is required to confirm to the service provider/owner that the status of the goods has been received so that the payment money goes into the service provider's account.
  - 5) After the goods ordering process is complete, the service provider makes a transfer to the consumer's account with the amount that has been deducted for the cash swipe service fee that was explained at the beginning of the transaction.
- c. Consumers will pay the Cash Swipe payment in installments via PayLater every month, according to the installment option that has been used (Alcazar & Bradford, 2021).

So the responsibility for paying the Paylater installments used is certainly the responsibility of the Consumer. However, sometimes consumers ignore the fact that economic activities through electronic media also have significant risks that must be considered. One of them is fraud that usually occurs due to electronic transactions that do not involve consumers and sellers face to face, forgery of digital proof of payment, and others (Ali et al., 2019).

If the purpose of the pinjaman is to provide the pinjaman to the recipient, then this can be regarded asaalegal study, but if there is a contrat .The relationship between the aforementioned loan giver and recipient can be referred to as the legal foundation. After the hukum relationship can be referred to as the legal foundation (Anggraini & Iskandar, 2022), namely:

No	Person	Right	Obligation
1.	Lenders	<ul style="list-style-type: none"> <li>a. Get all of the money owed by the borrower under the terms of the financing arrangement, including but not restricted to the entire settlement and other expenses outlined in the agreement;</li> <li>b. Use the lender's own staff or a third party chosen by the lender and the transferees to handle the collection procedure for all debts that the borrower is required to pay under the financing agreement;</li> <li>c. Using the processes outlined in the notification rules in Attachment D of the financing agreement, get information on the borrower's data (including changes) as stated in Attachment A of the financing agreement.</li> </ul>	<ul style="list-style-type: none"> <li>a. Offering loan facilities to borrowers in accordance with financing agreements;</li> <li>b. Putting into effect all clauses derived from financing agreements in relation to loan facility provision.</li> </ul>
2.	loan recipient	<ul style="list-style-type: none"> <li>a. Fulfill all payment obligations resulting from or related to the financing arrangement, including the entire settlement amount, any applicable late fees, and additional expenses as specified in the financing agreement;</li> <li>b. Provide written notice of any changes to the loan recipient's information as specified in attachment A of the financing agreement in the manner specified in</li> </ul>	

		<p>the notification provisions in attachment D of the financing agreement;</p> <p>c. Adhere fully and honestly to all provisions of the financing agreement and applicable laws and regulations.</p>	
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### 3.2 Legal Protection For Consumers in Cash Swipe Practices on the Shopee Online Shopping Site

Cash Swipe Practices on online shopping sites are often a place for fraud. Many consumers lose money because the seller does not give the money paid by the consumer after making a transaction (Arviani & Rahmawati, 2021). According to UUPK article 1 paragraph (2), "consumers who use goods and/or services available in society, either for the benefit of themselves, family, other people, or other living creatures and not for re-sale". The term "consumer" means a user or someone who uses, utilizes, and uses goods or services to achieve certain goals. Based on this Law, consumers have the right to obtain guarantees related to legal certainty that provide protection to them. The purpose of providing protection to consumers is:

- a. Creating a consumer protection system with legal certainty and openness regarding information and access to obtain information needed by consumers; Increasing awareness among business actors about the importance of providing protection to consumers so that they become more honest and responsible in running their businesses; Consumers need to increase their awareness, knowledge and abilities so that they can protect themselves from irresponsible business actors (Zulham, 2023).
- b. In relation to consumer protection, consumer interests that need to be protected include (Helberger et al., 2021):
  - 1) Promote and protect the socio-economic interests of consumers;
  - 2) There is sufficient information for customers to choose the needs that suit them;
  - 3) There is training for violations

Failure of one party to fulfill its obligations in accordance with the agreed agreement is known as default. In the context of gestun, or cash gestun, which usually occurs between credit card service providers and credit card users who want to get cash through credit card transactions, if one party does not fulfill its obligations according to the agreement, default can occur. The form of compensation and legal efforts in gestun misappropriation are,

If one party suffers a loss due to default, the other party the aggrieved party has the right to claim compensation in accordance with Article 1243 of the Civil Code (Nasution et al., 2022). The form Compensation that can be claimed includes:

- a. Material losses: Losses that can be calculated financially, such as additional costs,

interest, and direct losses suffered due to default.

- b. Intangible losses: Losses that are indirect in nature, such as damage to reputation or inconvenience experienced as a result of the breach of contract.

The amount of compensation usually has to be supported by clear and valid evidence of loss. Based on applicable law, misappropriation in the practice of digital Gestun transactions is still not included in a criminal act, so there is no law that regulates sanctions due to fraud committed by sellers in cash swipe transactions (Sugiartha et al., 2020). However, the practice of cash swipe using a credit card is an illegal act that has been prohibited by Bank Indonesia (BI) which violates Bank Indonesia Regulation No. 14/2/2012 concerning the Implementation of Card-Using Payment Instrument Activities, both to users and to third parties providing Gestun services. This is because these activities can be exploited by certain irresponsible parties to carry out money laundering practices. Then consumers can make a report to the seller if there is misappropriation in cash swipe transactions. This is regulated in the UUPK which states that, "*Business actors who trade services are required to fulfill guarantees and/ or the agreed and/ or promised guarantee*".

The following is a Actions that can be taken by Consumers if a loss occurs when making a Gestun transaction on the Shopee online shopping site:

- 1) On the Shopee shopping site, Shopee has provided a consumer complaint service which can be done via the Live Chat feature, sending complaints via email, and consulting via telephone number. *Customer Service*. The complaint will then be processed by Shopee and later mediation will be carried out with the parties involved.
- 2) If the mediation results in an agreement or contract between the seller and the consumer, then the consumer who suffers a loss can sue the business actor to the Consumer Dispute Board. This is permitted because based on UUPK Article 16 which states,

“Business actors offering goods and/or services through orders are prohibited from:

- a. *not fulfilling orders and/ or agreed completion times as promised;*
- b. *not keeping promises regarding a service and/ or achievement.”*

The online shopping site Shopee provides consumer protection for buyers who experience fraud in cash swipe transactions, namely by providing Live Chat services, as well as submitting written complaints via email and customer service telephone (Fadlurrahman & Fikrianihayah, 2022). After that, the Shopee shopping site can process complaints by mediating between the parties involved. However, if the mediation that has been carried out does not reach an agreement, consumers who have suffered losses have the option to file a lawsuit against the seller with the Consumer Dispute Resolution Agency. Of course, in an effort to prevent unwanted things from happening as a result of this transaction, consumers are advised not to do or even avoid Cash Swipe actions using any media because there are far more risks than benefits that will be felt. Article 23 of the Consumer Protection Law states that claims for compensation must be submitted within 7 working days after the goods/services are received by the consumer, and business actors must respond within 7 working days of receiving the claim. Consumers according to Article 4 letter h of the Consumer



Protection Law have the right to receive compensation, damages and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be. This protects consumers from losses due to business actors' non-compliance with their obligations and provides a way for consumers to obtain justice through complaint and dispute resolution mechanisms.

#### 4. Conclusion

Based on the in-depth study of this research, it can be concluded that the use of the Paylater feature is increasingly popular among the public and the application process is getting easier. However, with the increasing popularity of Paylater, its misuse is also increasing (Sudirjo et al., 2024). One common form of misuse is the practice of Cash Swipe. Misappropriation in cash swipe transactions is currently not included in a criminal act so that the perpetrators cannot be imprisoned. However, this Cash Swipe practice is one of the illegal acts that can be reported to Shopee so that it can be followed up so that it can be limited in the Shopee application. The law governing e-commerce can be found in Law Number 7 of 2014 concerning Trade and Government Regulation Number 80 of 2019 concerning Trade through electronic/online systems (online). Therefore, online shopping sites, especially Shopee, are included in one part of the trading system or buying and selling activities between individuals, most of the regulations are also based on Civil Law Provisions. Law Number 8 of 1999 concerning Consumer Protection is also one of the laws that the author uses as a reference in knowing the rights of buyers or consumers. The online shopping site Shopee provides consumer protection for buyers who experience fraud in cash swipe transactions, namely by providing Live Chat services, as well as filing complaints online.written via email and customer service phone. After that, the Shopee shopping site can process complaints by mediating between the parties involved. However, if the mediation that has been carried out does not reach an agreement, consumers who have suffered losses have the option to file a lawsuit against the seller with the Consumer Dispute Resolution Agency. Of course, in an effort to prevent unwanted things from happening as a result of this transaction, consumers are advised not to do or even avoid Cash Swipe actions using any media because there are far more risks than benefits that will be felt.

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