


Consumer Protection in the Use of Traveloka Paylater

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Abstract

Introduction: In the current era of economic globalization, the growth of the business world requires balanced support between consumer protection and business actors, especially in the context of technology that is increasingly developing, one of which is financial technology.

Purposes of the Research: The research aims to analyze and discuss the legal protection that consumers get in the use of Traveloka Paylater as well as to examine and analyze the liability of Traveloka Paylater if consumers are harmed in the use of paylater.

Methods of the Research: The research method used is with the type of normative legal research and the research approach of legal concept analysis with the Library Research collection technique.

Results Main Findings of the Research: The findings of the study show that the Form of Legal Protection for consumers who use traveloka paylater is carried out through the provision of Information and Consumer Protection through the provision of Clear and Comprehensive Terms and Conditions, making a Refund and Transaction Cancellation Policy as a Form of Consumer Protection in the face of unwanted or problematic situations, a Fair and Transparent Dispute Resolution Mechanism is a means of legal protection that important to consumers. Traveloka's liability if consumers are harmed in the use of paylater is strict liability. Traveloka in this case has an obligation to be responsible through compensation to consumers This refers to the principle of absolute liability (Strict Liability), which no longer questions about whether or not there is a fault, but business actors are directly responsible for the losses experienced by consumers.

Keywords: Consumer Protection; Legal Liability; Traveloka Paylate.

Submitted: 2024-05-29

Revised: 2025-07-24

Accepted: 2025-07-29

Published: 2025-07-31

How To Cite: Elsina Agustina Minely Litaay, Merry Tjoanda, and Sarah Selfina Kuahaty. "Consumer Protection in the Use of Traveloka Paylater." PAMALI: Pattimura Magister Law Review 5 no. 2 (2025): 375-382. <https://doi.org/10.47268/pamali.v5i2.2135>

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INTRODUCTION

Electronic money in its implementation is carried out in several forms. One of the forms is *Paylater* which is used as a transaction tool between users and Traveloka. Traveloka officially announced the launch of its latest service, *Paylater*. This is a payment feature supported by PT Pasar Dana Pinjaman (Danamas) as one of the *peer-to-peer lending licenses* registered and supervised by the Financial Services Authority (hereinafter referred to as OJK).¹ *Fintech* in Indonesia is regulated in Financial Services Authority Regulation (POJK) Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services (hereinafter referred to as POJK Number 77/POJK.01/2016) and Bank Indonesia Regulation (PBI) Number 19/12/PBI/2017 concerning the Implementation of Financial Technology (hereinafter referred to as Bank Indonesia Regulation Number 19/12/PBI/2017), which the Bank Indonesia and OJK regulations only regulate how it works or The creation of borrowing services lends money based on the right technology.

¹ Yuda Fuadi, *Kajian Hukum Terhadap Penggunaan Paylater dalam Pembayaran Transaksi antara Konsumen dengan Traveloka Ditinjau dari Pojk Nomor 77/POJK.01/2016*, (Skrripsi, Faculty of Law, Universitas Sumatera Utara, Medan, 2019), p. 3.

Paylater is a payment method similar to a credit card. Where the application company oversees the payment of the user's bill to the merchant, after which the user pays the bill to the application company. *Paylater* emerged because of the increasing breadth of *e-commerce* among the public, the legal relationship between Traveloka and *Paylater*, *Paylater* with consumers and Traveloka with consumers cannot be separated.

Traveloka's legal relationship with *Paylater* can be said to be a partner. Traveloka has a *Paylater* service that allows users to make payments after they make a transaction. In *e-money* transactions where cooperation with its members is based on an agreement. The public as a user has the right to legal protection from the government if a violation occurs that is detrimental to them.² The Government of Indonesia has issued a policy to regulate user rights through the establishment of the Consumer Protection Law, Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the Electronic Information and Transaction Law), Law Number 21 of 2011 concerning the Financial Services Authority, to Bank Indonesia Regulation Number 19/12/PBI/2017 concerning the Implementation of Financial Technology and Bank Indonesia Regulation Number 11/12/PBI/2009 concerning Electronic Money. In addition, *Paylater* and Traveloka certainly have a sustainable relationship with consumers.

Where, if the consumer suffers a loss, then Traveloka or *Paylater* should provide clarity to the consumer, especially since the transaction occurs because all parties involved have entered into an agreement and have been agreed upon by all parties, namely, Traveloka, *Paylater* and Consumers. This arrangement cannot be accommodated by the Consumer Protection Law, POJK and other laws and regulations mentioned earlier. OJK itself has issued the authority to protect its consumers, OJK as a regulatory institution has provided basic principles in accordance with the provisions of Article 29 of POJK Number 77/POJK.01/2016. Where the organizers must carry out the basic principles of consumer protection, namely: Transparency, fair treatment, reliability, confidentiality and security of data, and resolution of user disputes in a simple, fast, and affordable manner. In addition, it is also mandatory to pay attention to the provisions of other laws and regulations such as the Consumer Protection Law, POJK Consumer Protection and POJK Consumer Complaint Service.

METHODS OF THE RESEARCH

Using normative legal research methods because the focus of the study departs from the ambiguity of norms, using the Legal Concept Analysis approach (*conceptual approach*, as well as *analytical approach*). The technique of tracing legal materials uses document study techniques, and the analysis of studies uses qualitative analysis. The sources of halal materials needed in this study are legitimate supporting materials based on literature searches. Sources of legal materials are classified as primary legal materials, consisting of: the Constitution of the Unitary State of the Republic of Indonesia 1945, the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information, Law Number 21 of 2011 concerning the Financial Services and Electronic Transaction Authority, Government Regulation Number 58 of 2001 concerning the Development and Supervision of the Implementation of Protection User. Secondary Legal Materials include materials that support primary legal materials sourced from literature studies such as textbooks, articles, and journals resulting from research in the field of law.

² Longrasso V. Frey, "Litigating Defamation Claims", *Jurnal West Law*, American Jurisprudence, 2013.

Tertiary Legal Materials, obtained from the internet, dictionaries, and legal factors that occur in practice.

RESULTS AND DISCUSSION

A. Forms of Legal Protection for Consumers Using Traveloka Paylater

The legal protection theory expressed by Philipus M Hadjon has great relevance in the context of consumer protection of Traveloka Paylater users. This theory emphasizes the importance of protecting human dignity and recognizing the human rights possessed by legal subjects, so that they do not become victims of arbitrary actions, in the classification of forms of legal protection for the people according to Hadjon, there are two main approaches, namely preventive and repressive protection. Preventive protection provides consumers with the opportunity to express their opinions before a decision is made by the government or relevant agencies. This is important in the context of Traveloka Paylater because consumers need to be given the opportunity to provide input or complaints related to the service before more serious disputes or disputes occur. Meanwhile, repressive protection aims to resolve disputes that have occurred. Repressive protection in transactions at Traveloka Paylater There is an effective and fair dispute resolution mechanism in the event of a dispute between consumers and service providers. Forms of legal protection for consumers who use traveloka Paylater can be described next:

1. Information Transparency and Consumer Protection Through the Provision of Clear and Comprehensive Terms and Conditions

Information transparency and consumer protection through the provision of clear and comprehensive terms and conditions are one of the important principles in protecting consumers in the use of Traveloka Paylater. This can be done through the issuance of a Financial Services Authority Regulation (POJK) that clarifies the obligations of the principle of disclosure and transparency of product and service information as well as improving the protection of consumer data and information,³ With clear and comprehensive information transparency and terms and conditions, consumers have better legal protection in terms of: 1) Consumers can clearly understand how Traveloka Paylater works, including the fees they have to pay and the risks associated with using this service. 2) Consumers can objectively compare between Paylater with similar services from other providers, so that they can make the right decisions according to their needs and financial conditions. 3) Clear and comprehensive terms and conditions help prevent practices that are detrimental to consumers, such as unreasonable or unfair billing. 4) Consumers have access to a fair and transparent dispute resolution mechanism in the event of a dispute between them and the service provider Traveloka Paylater.

Information transparency and the provision of clear and comprehensive terms and conditions are important aspects of legal protection for consumers who use Traveloka Paylater, which aims to maintain fairness, openness, and legal certainty in the use of these financial services, in this case Paylater service providers Must verify and analyze consumer complaints and complaints, and must not charge consumers in implementing complaint service policies and procedures⁴ A technology-based consumer service center must also be

³ Humas Sekretariat Kabinet Republik Indonesia, *OJK Terbitkan Aturan Baru Perlindungan Konsumen*, 2022, <https://setkab.go.id/ojk-terbitkan-aturan-baru-perlindungan-konsumen/>.

⁴ Fairbanc, *Kebijakan Perlindungan Konsumen*, 2022, <https://fairbanc.app/cpp/?lang=id>.

provided, which consists of the provision of a consumer service center that can be implemented alone or through another party.⁵

2. Refund and Transaction Cancellation Policy as a Form of Consumer Protection in the Use of Paylater Services by Traveloka

The refund and transaction cancellation policy as a form of consumer protection in the use of *Paylater* services by Traveloka can be applied through Article 19 Paragraphs 3 and 5 of the Consumer Protection Law⁶ which reads Paragraph 3 "the provision of compensation is carried out within a grace period of 7 (seven) days after the date of the transaction" Paragraph 5 "the provisions as referred to in Paragraph 1 and Paragraph 2 do not apply if the business actor can prove that the mistake is the fault of the consumer", which regulates the liability of the business actor for damages which does not apply if the business actor is able to prove that the error is the fault of the consumer.

This means that Traveloka must pay consumer compensation in the event of an error in the *Paylater* transaction handled by the company⁷. In addition, consumers can also cancel transactions through returns, refunds, and replacements of goods in accordance with the applicable provisions, this means that if the consumer does not receive goods or services in accordance with the agreement, or does not receive goods or services that are in accordance with the consumer's wishes, then consumers can cancel the transaction through a refund or replacement of goods.

3. Fair and Transparent Dispute Resolution Mechanism as a Means of Legal Protection for Consumers in the Use of Traveloka Paylater

A fair and transparent dispute resolution mechanism is a means of legal protection for consumers in the use of Traveloka *Paylater*. The consumer has the right to file a dispute in the event of the failure of the business actor to serve the payment request in accordance with the agreement and the conditions that have been agreed upon⁸ Fair and transparent dispute resolution can be done through various means, such as arbitration and alternative dispute resolution (ADR)⁹ Arbitration is a dispute resolution process carried out by third parties who are not involved in the conflict, while ADR includes various means, such as consultation, negotiation, mediation, conciliation, or expert judgment. To ensure fair and transparent dispute resolution, the Directorate General of State Assets of Indonesia has issued Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Law on Arbitration and Alternative Dispute Resolution) Article 1 number 10 of the Law on Arbitration and Alternative Dispute Resolution explaining that alternative dispute resolution is a dispute resolution institution or dissent through an agreed procedure the parties, namely settlement outside the court by means of consultation, negotiation, mediation, conciliation, or expert assessment. In practice, the alternative dispute resolution process can be carried out through several methods, such as mediation, conciliation, or arbitration. Each method has its own advantages and disadvantages, and the selection of

⁵ Dharu Triasih dkk. "Perlindungan Hukum Bagi Konsumen Dalam Perjanjian Pinjaman Online", *Seminar Nasional Hukum Universitas Negeri Semarang* 7, no. 2 (2021): 591-608.

⁶ Adis Nur Hayati, Antonio Rajoli Ginting, "Analisis Mekanisme Ganti Rugi Pengembalian Dana Dalam Transaksi E-Commerce Ditinjau Dari Hukum Perlindungan Konsumen", *Jurnal Ilmiah Kebijakan Hukum* 15, no. 3 (2021): 509-526.

⁷ Wijaya Ellen, *Pembatalan Pembelian Barang Online Karena Tidak Sesuai dengan yang Diperjanjikan (Studi pada Zalora)*, Undergraduate Paper Universitas Sumatera Utara, <http://repository.usu.ac.id/handle/123456789/11244>

⁸ Friska Artycha Sinuraya, *Perlindungan Hukum Terhadap Konsumen Pengguna Tunda Bayar (Paylater) Dari Aplikasi Shopee*, (Skripsi Universitas Malikussaleh, 2024), p. 36

⁹ Rifqani Nur Fauziah Hanif, *Arbitration and Alternative Dispute Resolution*, Article of the Ministry of Finance of the Republic of Indonesia, 2020, <https://www.djkn.kemenkeu.go.id/kpkn-manado/baca-artikel/13628/Arbitrase-Dan-Alternatif-Penyelesaian-Sengketa.html>

the right method can affect the final outcome of dispute resolution, by ensuring that this dispute resolution mechanism operates effectively and meets the principles of fairness, consumers can feel more confident in using Traveloka *Paylater* services. It also supports the development of business with integrity and sustainability, as a solid legal environment that is responsive to consumer needs is one of the keys to success in a competitive industry.

B. Traveloka's Liability If Consumers Are Harmed in the Use of *Paylater*

Traveloka's liability if consumers are harmed in the use of *Paylater*, according to Hans Kelsen, the theory of liability can provide a deeper understanding of the concept of legal responsibility. Hans Kelsen explained that legal responsibility means that a person bears responsibility for a sanction related to an act that is contrary to the law. This includes his failure to exercise the care required by law, known as *negligence*. Individual liability is a form of liability in Kelsen's theory, where the individual is responsible for the violations committed by himself, this means that if Traveloka makes a mistake or negligence that causes the consumer to be harmed in the use of *Paylater*, Traveloka is legally liable for such losses.

However, collective responsibility is also relevant in this regard. Although Traveloka did not directly commit a violation, if the system or policy implemented by Traveloka causes a violation or loss to the consumer, then Traveloka remains collectively liable for the violation. In addition, the concept of responsibility based on fault is also important. If Traveloka intentionally or with the intention of causing losses to consumers through policies or actions taken, then its liability becomes greater because it is related to intentional errors. Finally, absolute responsibility also needs to be considered. If Traveloka commits negligence unintentionally and unexpectedly, but still causes losses to consumers, Traveloka remains liable even if it is unintentional. traveloka's liability if consumers are harmed in the use of *Paylater* is as follows:

1. Traveloka's Responsibility in Overcoming Consumer Losses

Traveloka as a business actor has a responsibility to overcome consumer losses related to *Paylater*. This is explained in Article 7 of the Consumer Protection Law, which reads "1). Good faith in carrying out their business activities; 2). Provide true, clear, and honest information about the condition and guarantee of goods and/or services and provide explanations." which explains the form of responsibility given to service users who have become victims.¹⁰ In the case of consumer complaints related to *Paylater*, Traveloka in this case has an obligation to be responsible through compensation to consumers This refers to the principle of absolute liability (*Strict Liability*), which no longer questions the existence or absence of errors, but business actors are directly responsible for the losses experienced by consumers. Traveloka also has an obligation to provide clear and comprehensive information about *Paylater*'s terms and conditions, as well as ensure transparency of information in the booking process. This will help reduce users' failure to understand and follow *Paylater*'s terms, which can be a source of loss for consumers. In addition, Traveloka must also verify and analyze consumer complaints and complaints, and must not charge consumers for implementing complaint service policies and procedures. Consumers also have the right to file a dispute in the event of the failure of the business actor to serve the payment request in accordance with the agreed agreement and conditions.

¹⁰ Dhyka Clara Kusuma Dewi, *Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Layanan Traveloka Atas Kebocoran Data Pribadi Oleh Penyedia Layanan*, (Skripsi: Faculty of Law, Universitas Islam Indonesia Yogyakarta ,2021), p. 72

2. Liability for Consumer Losses Related to the Use of Traveloka Paylater

Traveloka's responsibility in handling complaints that result in consumer losses related to *Paylater* involves several steps. If there is any loss regarding the misuse of Traveloka's *Paylater* account, users can submit a complaint through the link provided on Traveloka¹¹. After verification of user data, an investigation process will be carried out and the resolution of complaints will be submitted to the user. If the user's complaint cannot be resolved by Traveloka, the user can submit the complaint to the Indonesian National Arbitration Board. In addition, Traveloka is not responsible for the incident of misuse of the *Paylater* account, and the confidentiality and security of the account is the responsibility of the account owner. Traveloka, in this case, as one of the leading travel and technology service companies in Indonesia, has a mature mechanism in handling consumer losses related to *Paylater* services. It is important to note that Traveloka is not responsible for any incidents of misuse of *Paylater* accounts caused by actions beyond the company's control, such as loss of personal information or hacking attacks. Account confidentiality and security are the primary responsibility of account owners, and Traveloka has provided various security features to help users protect their accounts.

3. Traveloka's Efforts to Provide Information and Education to Avoid Consumer Losses in the Use of Paylater

Traveloka's efforts to provide information and education to avoid consumer losses in the use of *Paylater* include several steps: 1) Read and agree to *the terms and conditions of Paylater Traveloka: Every user must read and agree to the terms and conditions of Paylater Traveloka* before using it;¹² 2) Understand the benefits and how to use *Traveloka Paylater*: Users must understand the benefits of *Traveloka Paylater* services, such as meeting urgent needs during travel, can be used to buy most Traveloka products, and can be used for transactions in e-commerce¹³; 3) Paying attention to the possibility that the request for the use of *Paylater* is rejected: The User must understand the reasons why the *Paylater application* is rejected, such as the information provided does not match the documents submitted, the account has already applied for *Paylater* and has been approved, or the document is unclear or no longer valid; 4) Paying attention to the use of the *Paylater Virtual Number*: The User must understand how to use it *Paylater Virtual Number*, which can be used to pay for goods or services purchased in e-commerce, can only be used by higher *Paylater* users; 5) Pay attention to installment payment terms: Users must understand the terms of installment payment, as in every installment payment, users must pay the desired installment at the set time¹⁴; 6) Pay attention to legal protection: The User must understand legal protection that is oriented towards the efforts to use the service, so that the burden of loss occurs on the party who must be responsible; 7) Pay attention to more complete information: Users must pay attention to more complete information about the benefits and how to register for *Traveloka Paylater*; 8) Pay attention to the procedure for submitting complaints: Users must pay attention to the procedure for submitting complaints to Traveloka, such as through the link provided on Traveloka, verification of user data, investigation process, complaint

¹¹ Traveloka, *Prosedur Penyampaian Keluhan Pelanggan*, <https://www.traveloka.com/id-id/help/travelokapay-product/travelokapay-info/customer-dissatisfaction-and-complaint/customer-dissatisfaction-and-complaint/customer-complaints-submission-procedure>.

¹² Traveloka, *Syarat Dan Ketentuan - Pembiayaan PT Caturusa Sejatera Finance*, <https://www.traveloka.com/en-id/travelokapay/Paylater/termsandconditions>.

¹³ Aris Bagus, *Traveloka Paylater : Manfaat dan Cara Daftar*, <https://www.deliknews.com/2022/05/19/traveloka-Paylater-manfaat-dan-cara-daftar/>.

¹⁴ Siti Nely Safitri, *Aspek Hukum Perlindungan Konsumen Pengguna Paylater Traveloka*, (Skripsi: Faculty of Sharia and Law, Universitas Islam Negeri Syarif Hidayatullah, Jakarta, 2020), p. 27

resolution, and providing responses to users. Traveloka has made a number of comprehensive efforts in providing information and education to users in order to avoid losses in using *the Paylater* feature. First of all, Traveloka emphasizes the importance of reading and agreeing to the terms and conditions related to *Paylater* before users use it. This is a key step that ensures that users understand their responsibilities and obligations in using this feature wisely.

Furthermore, Traveloka also strives to provide a clear understanding of the benefits and how to use *Paylater*. This includes information on how *Paylater* can help meet urgent needs during travel, used for various Traveloka products, and even for transactions in e-commerce, with a deeper understanding of the benefits, users can optimize the use of *Paylater* effectively. Traveloka also pays special attention to the possibility of refusing to use *Paylater*. They explained in detail the reasons that might make *the Paylater* application request rejected, such as inconsistencies in the information with the submitted documents or documents that are unclear or no longer valid. This helps users to better understand the approval process and reduces potential misunderstandings.

CONCLUSION

Refund and Transaction Cancellation Policy as a Form of Consumer Protection in the face of unwanted or problematic situations. The Consumer has the right to request a refund or cancellation of the transaction in the event of an error or inconsistency with what has been promised or agreed. Traveloka has an obligation to address consumer losses related to the use of *Paylater*. This includes providing compensation to consumers in accordance with the principle of absolute liability. Traveloka must also provide clear and comprehensive information about *Paylater's* terms and conditions, as well as ensure transparency of information in the booking process. Traveloka has a mature mechanism to handle consumer complaints related to *Paylater*. It involves verifying user data, investigating, and resolving complaints fairly and efficiently. Users also have the right to submit complaints to independent dispute resolution bodies such as the Indonesian National Arbitration Board if the complaint cannot be satisfactorily resolved by Traveloka. Traveloka is committed to providing information and education to users in order to avoid losses in using *Paylater*. This includes an understanding of the terms and conditions, benefits and how to use *Paylater*, possible application rejection, use of *Paylater* Virtual Number, installment payment terms, and legal protection. Traveloka also provides complete information about complaint and dispute resolution procedures, as well as being responsive to user questions and complaints.

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