



## Legal Protection For Consumers Using Buy Now Pay Later Applications

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**Abstract:** The development of financial technology has given rise to various innovations in digital financial services, one of which is the Buy Now Pay Later (BNPL) application, which allows consumers to purchase goods or services with deferred payments. Although it offers convenience, the use of BNPL also poses potential risks to consumers, such as hidden interest rates, late fees, and misuse of personal data. This study aims to analyze the forms of legal protection available to consumers using BNPL, as well as evaluate the effectiveness of regulations governing such services in Indonesia. The research method employed is a normative legal approach, utilizing regulatory frameworks and literature reviews. The findings indicate that consumer protection in BNPL services is not yet fully optimized due to the absence of specific regulations detailing the BNPL scheme. However, temporary protection can be found in the Consumer Protection Law, the Information and Electronic Transactions Law, as well as regulations from the Financial Services Authority and Bank Indonesia. Consumers are protected in terms of their rights to information, personal data, and dispute resolution. It is recommended that the government strengthen regulations, BNPL providers be transparent and accountable, and consumers be more cautious in using the service.

**Keywords :** Legal Protection; Consumers; Buy Now Pay Later.

### Introduction

The era of information technology growth in Indonesia has been largely driven by globalization. Technology and the internet play an important role in all aspects of human life, one of which is the trade and finance sector in Indonesia, which has experienced significant development. Advances in information technology have had a

major impact on the transformation of the financial services industry. The digitization process has encouraged players in this sector to continue innovating to meet the demands of modern society, one of which is marked by the rapid growth of financial technology (fintech) services in recent years. Fintech is a form of information technology utilization in the financial sector that was first introduced in 2004 by Zopa, a British financial institution. As it developed, fintech expanded to various applications and covered a wide range of financial transactions.<sup>1</sup>

One popular innovation is Buy Now Pay Later (BNPL) or Paylater, which allows consumers to make purchases and defer payment for a certain period of time. The PayLater registration process is very easy and faster than applying for a credit card, and there are no monthly fees or down payments. In Indonesia, PayLater services are provided by various financial service institutions, including banks, financing companies, and peer-to-peer lending fintech companies. Peer-to-peer lending acts as an intermediary in financial services, connecting investors with borrowers.<sup>2</sup> Paylater is not a fund distribution institution, but rather a feature in a digital transaction system or payment method, so it cannot be used for cash withdrawals.<sup>3</sup>

The collaboration between e-commerce and peer-to-peer lending-based financing companies brings mutual benefits. For e-commerce, BNPL services can drive sales growth by reaching consumers with limited income. Meanwhile, financing companies benefit from high transaction volumes. Consumers need to register through applications or e-commerce platforms such as Shopee, Tokopedia, Gojek, Akulaku, Kredivo, and Traveloka. Easy access and fast processing make BNPL attractive to various groups.

In recent years, BNPL services have experienced rapid growth in Indonesia. OJK data shows that the number of BNPL financing contracts increased from 4.63 million

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<sup>1</sup> Gede Aditya Pratama, *Buku Ajar: Alternatif Penyelesaian Sengketa* (Sumedang: Mega Press Nusantara, 2023).

<sup>2</sup> Deza Pasma Juniar, "Perlindungan Hukum Terhadap Konsumen Peer To Peer Lending Atas Perbuatan Melawan Hukum Yang Dilakukan Oleh Debt Collector," *Widya Yuridika: Jurnal Hukum* 3, no. 2 (2020).

<sup>3</sup> HukumOnline.com, "Menimbang Untung Dan Buntung Pakai Paylater Di Indonesia," 2023, [https://www.hukumonline.com/berita/a/menimbang-untung-dan-buntung-pakai-paylater-di-indonesia-lt643cb49f245ff?utm\\_source=](https://www.hukumonline.com/berita/a/menimbang-untung-dan-buntung-pakai-paylater-di-indonesia-lt643cb49f245ff?utm_source=)

in 2019 to 79.92 million in 2023, with an average annual growth of 144.35%.<sup>4</sup> This growth is driven by ease of access, quick approval, and minimal requirements compared to conventional credit.

However, there are potential risks that can harm consumers, such as a lack of transparency regarding interest rates and additional fees, misuse of personal data, and an increased risk of default. Based on OJK data, the gross non-performing financing (NPF) rate for BNPL was recorded at 2.60% as of September 2024.<sup>5</sup> The total debt of Indonesians in BNPL reached IDR 28.05 trillion as of September 2024, a significant increase from the previous month. This shows that many consumers are trapped in debt due to the unwise use of BNPL. Regulations on BNPL services in Indonesia are still relatively new and not yet fully comprehensive, creating legal loopholes that can be exploited by irresponsible individuals.<sup>6</sup>

Adequate legal protection in the use of BNPL is essential to protect consumer rights. Although the UUPK has become the main legal basis, its application in BNPL services still needs adjustment. Many consumers do not yet understand their rights, while the dispute resolution mechanism is not yet optimal. The OJK, through POJK No. 77/POJK.01/2016, also regulates online lending services, including BNPL, but supervision and law enforcement still face challenges. In 2024, the OJK announced plans to implement new rules regarding the minimum age and income of BNPL users, namely a minimum of 18 years old and a minimum monthly income of IDR 3 million. This rule is planned to take effect on January 1, 2027, to anticipate the risk of debt traps and increase consumer protection.

Credit agreements between fintech providers and consumers must include transparent information so that consumers understand their rights and obligations. This protection also covers the security of personal data as regulated in Law No. 27 of 2022 concerning Personal Data Protection. If problems arise, such as late payments,

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<sup>4</sup> F. B Nisrina, "Fenomena PayLater: Kemudahan Yang Berujung Jerat Finansial," *Kumparan.com*, 2025, <https://kumparan.com/faizasukma/fenomena-paylater-kemudahan-yang-berujung-jerat-finansial-24P3D7oahKr/1?>

<sup>5</sup> Pernita Hestin Untari, "Pembiayaan Paylater Melesat, Ekonom Ingatkan Risiko Kredit Macet Meningkat," 2024, <https://finansial.bisnis.com/read/20241103/563/1812768/pembiayaan-paylater-melesat-ekonom-ingatkan-risiko-kredit-macet-meningkat?>

<sup>6</sup> I Gusti Agung Ayu Widya Prasanti, Kurniawan, and Aris Munandar, "Pelaksanaan Transaksi Buy Now Pay Later Pada E-Commerce Di Kota Mataram," *Jurnal Education and Development Institut Pendidikan Tapanuli Selatan* 12, no. 3 (2024).

account hacking, or service abuse, consumers can complain to the OJK or BPSK, and if necessary, take the dispute to court.<sup>7</sup> Although the OJK has issued POJK No. 6/POJK.07/2022 concerning Consumer and Community Protection in the Financial Services Sector, this regulation does not yet cover in detail the consumer protection mechanism in the context of BNPL.

### **The legal relationship between Buy Now Pay Later (BNPL) service providers and consumers in Indonesia**

The banking sector in Indonesia plays an important role in supporting the national economy because it contributes significantly to economic stability and public welfare. In line with economic progress and financial technology innovation, this sector faces risks and challenges that must be responded to appropriately in order to maintain trust and industry sustainability.<sup>8</sup> Buy Now Pay Later (BNPL) or paylater services are payment schemes that allow consumers to obtain goods or services first and pay for them later, either in full or in installments. This service is growing in popularity alongside the rise of e-commerce and fintech, as it offers convenience to consumers with budget constraints.<sup>9</sup> BNPL differs from Online Loans (Pinjol); paylater is merely a payment feature managed by e-commerce platforms or banks, while pinjol is a financial services institution that disburses cash loans from investors.<sup>10</sup>

BNPL is carried out within the legal framework of debt agreements based on the principle of freedom of contract (Article 1338 of the Civil Code). This agreement is regulated in Articles 1313 and 1754 of the Civil Code as a loan agreement, in which the creditor transfers consumable goods to the debtor with the obligation to return them as agreed.<sup>11</sup> Although there is no specific law on BNPL, this service is subject to Law No. 8/1999 on Consumer Protection, the ITE Law, and the Personal Data Protection Law. The ITE Law is the legal basis for digital financial services, regulating the

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<sup>7</sup> Sherlina Permata and Hendra Haryanto, "Perlindungan Hukum Terhadap Pengguna Aplikasi Shopee Pay Later," *Krisna Law : Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana* 4, no. 1 (May 16, 2022): 33–47, <https://doi.org/10.37893/krisnalaw.v4i1.13>.

<sup>8</sup> Albertus, Sri Astutik, "Analisis Peran Otoritas Jasa Keuangan (OJK) Dalam Pengawasan Dan Regulasi Industri Perbankan Di Indonesia," *GEMAH RIPAH: Jurnal Bisnis* 03, no. 02 (2023).

<sup>9</sup> Lalu Achmad Fathoni, Arief Rahman, "Aspek Hukum Perlindungan Konsumen Layanan Pay Later Perusahaan Fintech Di Aplikasi Merchant E-Commerce," *Jurnal Risalah Kenotariatan* 4, no. 1 (June 27, 2023): 389, <https://doi.org/10.29303/risalahkenotariatan.v4i1.118>.

<sup>10</sup> Mitha Paradilla Rayadi, "Paylater vs Pinjol: Mirip Tapi Nggak Sama, Ini Bedanya!," *Mediapakuan.com*, 2025, <https://mediapakuan.pikiran-rakyat.com/etalase/pr-639089922/paylater-vs-pinjol-mirip-tapi-nggak-sama-ini-bedanya>.

<sup>11</sup> Muhammad Pangestu, *Pokok-Pokok Hukum Kontrak* (Makasar: Social Politic Genius, 2019).

standards that must be complied with by fintech service providers, including consumer data security.<sup>12</sup>

The implementation of BNPL services is under the supervision of the OJK and Bank Indonesia. POJK No. 77/POJK.01/2016 regulates information technology-based lending and borrowing agreements, in which service users are considered to have debt obligations as outlined in digital agreements. This legal relationship is formed from the verification of user data in e-commerce applications and covers consumable goods that do not violate the law or norms. Through Article 29 of POJK No. 77/POJK.01/2016, the OJK requires operators to apply user protection principles, such as information disclosure, fair treatment, service reliability, data security, and efficient dispute mechanisms.

Currently, the OJK is drafting specific BNPL regulations to strengthen consumer protection, prevent debt traps, and ensure that financing companies comply with POJK No. 35/POJK.05/2018 jo. POJK No. 7/POJK.05/2022 as well as POJK No. 10/POJK.05/2022 and PBI No. 23/6/PBI/2021. The regulations being prepared cover financing requirements, data security, risk management, billing systems, and consumer information recording. OJK stipulates that BNPL users must be at least 18 years old or married and have a minimum income of IDR 3 million, effective from January 1, 2027.<sup>13</sup> This regulation aims to maintain financial stability and healthy growth of the BNPL industry, as well as requiring the recording of consumer data in OJK's SLIK.

In the event of default, BNPL providers cannot immediately seize assets because BNPL transactions do not use collateral. Settlement is carried out through billing and reporting to the credit system. In BNPL transactions, there are parties with direct involvement, namely consumers, BNPL providers, and sellers, as well as indirect parties such as e-commerce platforms and shipping services.<sup>14</sup> The legal relationships

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<sup>12</sup> Basrowi, "Analisis Aspek Dan Upaya Perlindungan Konsumen Fintech Syariah," *Lex Librum: Jurnal Ilmu Hukum* 5, no. 2 (2019): 959–80.

<sup>13</sup> International Information OJK, "Adjustment of Economic Benefit Limits and Strengthening Regulations on Online Lending and Buy Now Pay Later Schemes for Financing Companies," 2025, <https://institute.ojk.go.id/iru/policy/detailpolicy/13248/adjustment-of-economic-benefit-limits-and-strengthening-regulations-on-online-lending-and-buy-now-pay-later-schemes-for-financing-companies?>

<sup>14</sup> Prasanti, Kurniawan, Munandar, "Pelaksanaan Transaksi Buy Now Pay Later Pada E-Commerce Di Kota Mataram.," *Jurnal Education and Development* Vol.12 No.3, 2024.

formed include a loan agreement between the consumer and the BNPL provider, a sale and purchase agreement between the consumer and the seller, and a cooperation agreement between the BNPL provider, e-commerce, seller, and shipping service.

Although each contractual relationship is independent, in practice they influence each other. Failure by consumers to pay installments can lead to disputes with BNPL providers and impact the reputation of e-commerce. Therefore, cooperation agreements between BNPL providers and e-commerce include protection clauses, division of responsibilities, and dispute resolution mechanisms. E-commerce plays a role in regulating the BNPL transaction ecosystem to comply with consumer protection and legal certainty principles. The principles of prudence and information disclosure are very important to ensure that consumers are not harmed. Understanding the legal construction of each agreement in the BNPL scheme is crucial for fair legal protection for all parties.

### **Forms of legal protection for consumers and dispute resolution mechanisms in the use of Buy Now Pay Later services**

In the era of widespread online shopping applications, understanding consumer protection information is important. Consumers are parties who use goods/services without being involved in the production process. Consumer transactions are the transfer of rights from the provider to the beneficiary.<sup>15</sup> Like offline shopping, digital consumers are entitled to security and are required to ensure transaction funding.<sup>16</sup> Buy Now Pay Later (BNPL) services are unsecured online loans born from e-commerce and fintech innovations, differing from banks or P2P lending because they do not provide cash, but rather payment convenience.

BNPL benefits both consumers and sellers and is protected by Law No. 8 of 1999 concerning Consumer Protection (UUPK). Consumers are entitled to honest information about products, costs, interest rates, and payment terms, and are protected through standard credit agreements that guarantee legal certainty and transparency. Consumer protection includes mechanisms based on transparency, the

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<sup>15</sup> Yeyen Pratika et al., "Analysis of Pay Later Payment System on Online Shopping in Indonesia," *Journal of Economics, Business, & Accountancy Ventura* 23, no. 3 (March 31, 2021): 329–39, <https://doi.org/10.14414/jebav.v23i3.2343>.

<sup>16</sup> Puteri Asyifa Octavia Apandy, Melawati, and Panji Adam, "Pentingnya Hukum Perlindungan Konsumen Dalam Jual Beli," *Jurnal Manajemen Dan Bisnis* 3, no. 1 (2021): 12–18.

principle of legal certainty, and protection from double interpretation. This is emphasized in Articles 2 and 3 of the UUPK, which emphasize the principles of benefit, fairness, and security.

The UUPK also emphasizes improving product quality, protection from fraud, and alignment with other regulations. POJK No. 77/POJK.01/2016 adds the obligation for providers to maintain transparency, personal data security, and provide dispute resolution. BNPL consumer rights include the right to information, personal data security, dispute resolution, fair treatment, and financial education. BNPL provider obligations include information transparency, regulatory compliance, complaint mechanisms, and personal data protection in accordance with the PDP Law.

BNPL transactions involve personal data, which is protected by Law No. 27 of 2022 concerning Personal Data Protection (PDP Law). Articles 5–8 grant the right to information, access, and data correction. Articles 20 and 39 emphasize the obligation of data controllers to obtain consent and maintain data integrity. Violations give consumers the right to complain in accordance with Articles 58-59. The SPayLater case demonstrates the importance of consumer protection. Throughout 2023, the OJK recorded 406 complaints, the majority of which were related to collection practices, such as intimidation and data violations. The OJK ordered improvements to collection procedures in accordance with Article 29 of POJK No. 77/2016 and POJK 22/2023.<sup>17</sup>

The effectiveness of consumer protection depends on standard clauses in digital contracts. Consumers are often faced with complicated terms, making it difficult to understand their rights and obligations. The OJK needs to monitor the substance of the clauses so as not to harm consumers. Information on costs, interest, penalties, and collection is an indicator of transparency. Low digital financial literacy exacerbates consumer vulnerability, so providers are required to provide clear information. Strong legal protection comes from the Consumer Protection Law, the PDP Law, and OJK regulations. However, its effectiveness depends on provider compliance and consumer awareness. Synergy between regulation, law enforcement, and public education is key.

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<sup>17</sup> Kontan.co, “OJK Terima 406 Pengaduan Terhadap SPayLater, Paling Banyak Soal Perilaku Penagihan,” Kontan: Business News&Insight, 2024, <https://keuangan.kontan.co.id/news/ojk-terima-406-pengaduan-terhadap-spaylater-paling-banyak-soal-perilaku-penagihan?>

Disputes can arise at any time and stem from various backgrounds. Default occurs when a debtor fails to fulfill their obligations,<sup>18</sup> as stipulated in Article 1243 of the Civil Code. The debtor can be sent a formal notice, and if they fail to comply, they can be sued. In BNPL, consumers are responsible for paying installments on time, complying with the agreement, bearing the consequences of default, and facing legal action.<sup>19</sup> If the fault is not on the consumer's part, a complaint can be filed with the OJK in accordance with POJK No. 1/POJK.07/2013.

If OJK mediation fails, consumers can file a complaint with BPSK or LAPS SJK. If this still fails, litigation can be pursued. Default in BNPL can be resolved through mediation, conciliation, or arbitration. These resolutions are confidential and efficient. Negotiations are the first step, followed by debt restructuring, mediation, or conciliation, facilitated by LAPS SJK or BPSK. The goal is to achieve compensation or preventive measures. Mediation must be completed within 30 days and is binding.<sup>20</sup>

Conciliation is similar to mediation, but the conciliator is more proactive in providing solutions.<sup>21</sup> Arbitration is regulated in Law No. 30 of 1999, limited to commercial disputes with negotiable rights. BPSK decisions through mediation/conciliation are final and cannot be appealed, except for arbitration, which can be appealed to the District Court (Perma No. 1/2006). Settlement through LAPS SJK and BPSK is more efficient than litigation.

If all non-litigation efforts fail, the dispute is brought to court. Based on Article 1243 of the Civil Code, creditors can claim damages for default. Litigation has characteristics such as lengthy procedures, high costs, public nature, and win-lose decisions.<sup>22</sup> Article 45 paragraph 4 of the UUPK emphasizes that litigation is only pursued if an amicable settlement fails. Litigation has disadvantages such as high costs, slowness, complexity, and the potential to cause new conflicts. Therefore, people are starting to choose non-litigation settlements. However, contract violations can lead to criminal charges if accompanied by fraud or forgery, as regulated in Article

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<sup>18</sup> Ahmadi Miru, *Hukum Kontrak Dan Perancangan Kontrak* (Jakarta: Rajawali Pers, 2007).

<sup>19</sup> Prasanti, Kurniawan, Munandar, "Pelaksanaan Transaksi Buy Now Pay Later Pada E-Commerce Di Kota Mataram.", *Jurnal Education and Development* Vol.12 No.3, 2024.

<sup>20</sup> Syahrizal Arif Machdiar, "Perlindungan Konsumen Dalam Transaksi Jual Beli Iphone Rekondisi Tanpa Jaminan Kualitas Dan Garansi Resmi," 2018.

<sup>21</sup> D.Y Wiyanto, *Hukum Acara Mediasi* (Bandung: Alfabeta, 2011).

<sup>22</sup> Nurmaningsih Amiriani, *Mediasi Alternatif Penyelesaian Sengketa Perdata Di Pengadilan* (Jakarta: Rajawali Pers, 2012).



378 of the Criminal Code and Article 35 of the ITE Law. Service providers have the right to report to law enforcement officials in accordance with the provisions.

## **Conclusion**

This study aims to examine the legal protection afforded to consumers in Buy Now Pay Later (BNPL) services and assess the effectiveness of the regulations governing them. The results show that although BNPL facilitates access to financing and increases digital transactions, consumers face legal risks such as lack of cost transparency, misuse of personal data, and ignorance of their rights. Existing regulations, such as the Consumer Protection Law and OJK Regulations, do not specifically and comprehensively regulate BNPL services, thus opening up legal loopholes. The legal relationships in these services involve many parties and have the potential to cause disputes if not clearly regulated. Therefore, comprehensive specific regulations for BNPL services are needed, as well as increased consumer education regarding their rights and obligations. This study underscores the importance of updating regulations to be responsive to developments in financial technology in order to create a more equitable and effective legal protection system for consumers.

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