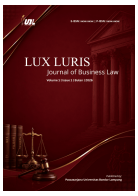
Lux Luris: Journal of Business Law
Volume 1 Number 2, October (2026) | Hal 58-63
DOI:



Transparency and Standard Terms under the Consumer Protection Law and OJK Regulations

Novi Asih Muharam[1*], Fiestya Clara Dona[2]
Universitas Muhammadiyah[1]
Universitas Bandar Lampung[2], Bandar Lampung, Indonesia
Email: *novighezhaa@gmail.com[1]*, fiestyaclaradonaa@gmail.com[2]*

Article History
Submitted: 2026-10-01
Revised: 2026-10-15
Accepted: 2026-10-25
Published: 2026-10-30

Keywords:
Consumer Protection; Standard Terms; Cost Disclosure; OJK.

Abstract

The development of buy now, pay later (paylater) services has expanded access to financing while raising concerns about cost disclosure and contractual balance. This article analyzes consumer protection against unclear costs and unlawful standard terms under the Consumer Protection Law and Financial Services Authority regulations. It employs normative legal research using statutory and conceptual approaches. Regulations and relevant scholarly publications from 2022–2026 are analyzed qualitatively. The discussion indicates that disclosure should be assessed through the completeness, visibility, comprehensibility, and traceability of cost information. Electronic consent does not override prohibitions on standard terms or providers' obligations to supply accurate, clear, and honest information. However, a violation involving a particular clause does not automatically extinguish all financing obligations. Consumer protection requires integrated market conduct supervision, contractual review, and proportionate remedies. Liability assessments must distinguish principal obligations, disputed charges, challenged conduct, and demonstrable losses. Providers remain responsible for information quality and lawful service delivery, while consumers must fulfill valid payment obligations. Summaries of obligations, clause reviews, and traceable complaint handling are proposed as improvements requiring empirical evaluation.

OPEN ACCESS

© 2026 by the authors. Submitted for possible open access publication under the terms and conditions of the Creative Commons Attribution 4.0 International License (CC BY 4.0)

INTRODUCTION

The development of financial technology has transformed the relationship between consumption and the use of financing facilities. Through buy now, pay later, or paylater, services, the decision to purchase goods may occur almost simultaneously with the decision to assume a future payment obligation. Under Financial Services Authority Regulation (POJK) No. 32 of 2025, BNPL is defined as a financing facility provided by a financial services institution through an electronic system for the purchase of goods and/or services. Ease of use therefore does not alter its substance as a financing relationship with legal consequences (Otoritas Jasa Keuangan [OJK], 2025).

Consumer protection concerns arise when the ease of giving consent is not accompanied by adequate information about the resulting obligations. Oktaviani et al. (2024) identify information transparency, supervision, and data protection as important elements of user protection. Kurniawan and Faisol (2025) also discuss hidden charges, data misuse, and debt collection practices in their study of digital financing. This literature is used to identify issues, not to suggest that all providers engage in violations.

Anggraini and Iskandar (2022) examine the legal position and protection of parties in paylater payments and highlight imbalances in the allocation of rights and obligations in the agreements they studied. Tandiono and Lumban Gaol (2025) demonstrate that transaction cancellations may raise

liability issues in relationships involving sellers, marketplaces, and financing companies. Both studies show that paylater issues extend beyond a simple payment relationship.

Regulatory developments provide a basis for examining these relationships. POJK No. 22 of 2023 establishes consumer protection principles, including information disclosure, fair treatment, responsible business conduct, and complaint handling. POJK No. 32 of 2025 specifically regulates the provision of BNPL by commercial banks or financing companies, including information disclosure and debt collection (OJK, 2023, 2025).

The existence of regulations does not, in itself, establish that contractual relationships are balanced. Djawa et al. (2026) discuss the need to strengthen the substance and implementation of BNPL consumer protection. Meanwhile, Pradewi (2025) emphasizes the importance of users understanding service terms and the consequences of late payment. The analysis must therefore connect providers' obligations with users' responsibilities.

This article treats cost transparency and standard terms as interrelated issues. Cost information shapes consumers' understanding of the obligations they accept, while standard terms govern how those obligations are performed and disputed. The proposed contribution is an analytical framework connecting information quality with the legitimacy of imposing obligations, rather than a claim that the topic has never been studied.

The research questions are as follows: first, how is cost transparency in paylater services regulated under the Consumer Protection Law and OJK regulations? Second, what legal protection is available to consumers against standard terms that conflict with consumer protection provisions? The study aims to explain the relationship between these legal frameworks and formulate criteria for assessing liability proportionately.

METHOD

This study employs a normative legal research method using statutory and conceptual approaches. The primary legal materials comprise Law No. 8 of 1999 on Consumer Protection, POJK No. 22 of 2023, and POJK No. 32 of 2025. The conceptual approach is used to connect information disclosure, consent, standard terms, and business liability.

Supporting materials were selected from scholarly publications published between 2022 and 2026 concerning paylater, electronic contracts, consumer protection, and liability in digital financial services. Selection was purposive and based on thematic relevance, rather than a systematic review claiming to cover all publications. Literature discussing earlier regulations is treated as an account of how the issues developed, not as determinative of the rules currently in force.

The analysis involved identifying legal provisions, grouping issues according to the stages of the contractual relationship, and developing arguments concerning the relationship between information duties and the allocation of liability. This research does not include interviews, surveys, examinations of application systems, or compliance audits. Its conclusions are normative and do not allege violations by any particular provider.

RESULTS AND DISCUSSION

The Position of Consumers and Providers in Paylater Relationships

Article 1, point 2, of the Consumer Protection Law (UUPK) defines a consumer as a user of goods and/or services for their own benefit, that of their family, other persons, or other living beings, and not for resale. Article 1, point 5, includes services in the form of work or performance within the definition of services. The use of paylater for personal consumption may, in principle, be analyzed as a consumer's use of financing services, while taking into account the purpose for which the facility is used (Republik Indonesia, 1999).

The sector-specific framework has its own definition. Article 1, point 3, of POJK No. 22 of 2023 defines a consumer as any person who owns and/or uses the products or services of a financial services business. These differences indicate the need to examine the scope of the term "consumer" under the legal instrument being applied, rather than assuming that the definitions are always identical (OJK, 2023).

POJK No. 32 of 2025 regulates BNPL provided by commercial banks or financing companies. It

is therefore inappropriate to equate all paylater services with information technology-based peer-to-peer lending merely because both are accessed through applications (OJK, 2025). The financing provider, seller, and transaction platform provider must be identified before liability can be determined. The complexity of these relationships is illustrated in the study by Tandiono and Lumban Gaol (2025).

Cost Transparency as a Basis for Decision-Making

Article 4(c) of the UUPK establishes the right to accurate, clear, and honest information concerning the conditions and guarantees of goods or services. This right corresponds to the obligations of businesses under Article 7(b). In the paylater context, cost information is interpreted as part of the conditions of the financing service because it affects the amount of the consumer's obligations (Republik Indonesia, 1999).

Article 3(2) of POJK No. 22 of 2023 identifies information disclosure and transparency as consumer protection principles. Article 8 requires written policies and procedures covering the provision of information, marketing, agreements, and complaint handling. Disclosure should be understood as a process that continues throughout the service relationship, rather than an obligation fulfilled merely by making documents available (OJK, 2023).

Fadillah et al. (2025) discuss the relationship between transparency and the protection of paylater users' data. Nascha et al. (2025) identify variations in cost structures, penalties, and the disclosure of paylater mechanisms from the perspective of Islamic economic law. The latter study is used as a conceptual comparison, not as a basis for determining legal consequences under the UUPK.

This article distinguishes formal transparency—the presence of information in documents—from substantive transparency—the extent to which its presentation helps consumers understand their obligations. This distinction does not require providers to guarantee that every individual achieves perfect understanding. The criterion is the quality of the information provided to support reasoned decision-making.

Table 1. Framework for Evaluating Paylater Cost Transparency.

Dimension	Evaluation question
Completeness	Are all components that make up the payment explained?
Visibility	Is important information available before consent is given?
Comprehensibility	Can the relationship between the financing amount, charges, and total payment be understood?
Traceability	Can the documents and the basis for the charges be reviewed afterward?

Source: The author's analytical framework. This framework is not a quotation of a list of obligations from any single provision.

Standard Terms and the Limits of Electronic Consent

Article 1, point 10, of the UUPK defines standard terms as provisions prepared and established unilaterally in advance by a business in a document or agreement binding on consumers. The UUPK does not prohibit all standard-form contracts but restricts their content and presentation through Article 18 (Republik Indonesia, 1999).

Article 18(1)(a) prohibits the transfer of a business's liability. Subparagraph (g) prohibits clauses stating that consumers are bound by new, additional, supplementary, or subsequently amended rules made unilaterally during their use of a service. Paragraph (2) prohibits clauses that are difficult to see, cannot be read clearly, or are difficult to understand (Republik Indonesia, 1999).

Ningrum (2025) discusses risk disclosure and dispute resolution mechanisms in a comparison of paylater service terms. The study reinforces the need to assess contracts not only in terms of documentary completeness but also in terms of the adequacy of explanations of usage risks.

Irawan and Marpaung (2025) discuss the review of liability-transfer clauses in electronic transactions. Sulaiman et al. (2025) examine unequal bargaining positions in fintech lending. Although their subject matter is not identical to all forms of paylater, their arguments may serve as a comparison

concerning limitations on liability. Rules specific to fintech lending do not automatically apply to all BNPL providers.

Electronic consent must be distinguished from the legal compliance of contractual terms. Agreeing to a document does not eliminate the need to assess it against statutory prohibitions. Conversely, disliking a provision does not, in itself, establish a violation. Lestari and Marwah (2026) demonstrate the relevance of limits on freedom of contract in their study of paylater debt collection; consent must be examined alongside the rules governing the exercise of providers' rights.

Information, User Data, and the Determination of Liability

Providers control product design, the presentation of terms, and the details of obligations. This article argues that such control should be accompanied by responsibility for the quality of information presentation. This argument does not mean that all risks arising from consumer decisions are transferred to providers.

Fadhli et al. (2022) discuss clarity regarding providers' legal position and responsibilities in managing user data. Their study is read in light of its publication date, rather than as a definitive account of legal developments after 2022. Its relevance lies in the need to distinguish consent to financing from consent to data use.

Astutik and Iskandar (2024) discuss users of Shopee Paylater cash-out services. Their subject differs from the ordinary use of BNPL for purchases, but it helps demonstrate the importance of identifying the type of transaction and the roles of the parties involved before determining liability. Issues involving third parties cannot be generalized as characteristics of all paylater services.

Accordingly, cost information, data use, and transaction security may be interconnected, but each still requires the identification of distinct obligations and evidentiary requirements. This precision prevents the discussion of transparency from becoming an analytically unsupported conflation of all digital-service issues.

Legal Consequences and Remedies for Losses

Article 10(1) of POJK No. 22 of 2023 regulates the liability of financial services businesses for losses resulting from errors, negligence, or conduct contrary to financial sector regulations or agreements, including conduct by certain parties acting in their interests. Paragraph (2) addresses circumstances in which a business can establish relevant involvement, fault, negligence, or violations on the part of the consumer (OJK, 2023).

Determining liability requires identifying the conduct being challenged, the obligation breached, the loss incurred, and the relationship among these elements. A subjective sense of having suffered harm is insufficient to establish legal liability.

Article 18(3) of the UUPK provides that clauses falling within the prohibitions in paragraphs (1) and (2) are null and void by operation of law. The provision refers to the offending clauses; its consequences should not immediately be interpreted as extinguishing the entire financing obligation. Article 4(h), Article 7(f) and (g), and Article 19 provide a basis for compensation and damages (Republik Indonesia, 1999).

As a hypothetical illustration, a consumer may acknowledge the principal financing obligation while disputing a particular charge. The assessment must distinguish the existence of the debt from the validity of individual billing components. If a clause is found to violate the law, its consequences for the charges arising from that clause must be determined without jumping to the conclusion that all obligations are extinguished. Djawa et al. (2026) identify the balance of rights and obligations as an important concern in the development of BNPL protection.

Complaints and Consumer Obligations

POJK No. 22 of 2023 distinguishes complaints indicating a dispute from complaints indicating a violation. This distinction matters because objections to billed amounts and reports of allegedly unlawful conduct may require different handling. The regulation also identifies effective and efficient complaint handling and dispute resolution as consumer protection principles (OJK, 2023).

This article proposes that responses to complaints should not merely state that the user agreed to the contract but should explain the relationship between the relevant clause and the charge. Documents

that should be examined include the agreed terms, transaction details, payment schedules, and the basis for imposing charges.

Article 5 of the UUPK regulates consumers' obligations to read or follow information, act in good faith, pay the agreed price, and participate appropriately in dispute resolution. Article 6 recognizes businesses' rights to receive payment in accordance with the agreement and to obtain protection against consumers acting in bad faith (Republik Indonesia, 1999).

Pradewi (2025) emphasizes understanding the consequences of late payment, while Himmah and Suraji (2026) connect paylater protection with literacy and system transparency. Consumer education should be strengthened, but it does not replace providers' obligations to supply adequate information. The obligation to read does not justify unclear information; likewise, the obligation to disclose information does not extinguish valid payment obligations.

Directions for Strengthening Consumer Protection

This article proposes three directions for improvement: a summary of obligations connecting the financing amount with the total payment; the review of clauses based on their substance and disclosure; and complaint handling that explains the basis of charges in a traceable manner.

Article 1, point 20, of POJK No. 22 of 2023 defines market conduct supervision of financial services businesses as supervision covering design, information, offers, agreements, services, complaints, and dispute resolution. This framework demonstrates that protection extends throughout the service process (OJK, 2023).

These improvements are not intended to eliminate financing risks but to ensure that such risks are not obscured or transferred through prohibited clauses. The effectiveness of these proposals still requires empirical research into contract readability and consumer understanding.

CONCLUSION

Legal protection for paylater consumers requires an integrated reading of BNPL regulations, financial sector consumer protection rules, and the contractual restrictions under the UUPK. Cost transparency cannot be assessed solely by the existence of documents; it must also be examined through the completeness, visibility, comprehensibility, and traceability of information.

Electronic consent does not override information duties or validate prohibited clauses. However, a violation involving a particular clause does not automatically extinguish the entire financing obligation. The assessment must distinguish principal obligations, disputed charges, the conduct being challenged, and demonstrable losses.

Proportionate liability requires examining each party's control and obligations. Providers are responsible for information quality and service delivery in accordance with the applicable legal framework, while consumers remain obliged to make valid payments. Summaries of obligations, contractual clause reviews, and complaint handling represent directions for improvement that require empirical testing.

REFERENCES

Anggraini, S. P., & Iskandar, H. (2022). Perlindungan hukum konsumen dalam pembayaran menggunakan sistem paylater. Pleno Jure, 11(1), 69–86.

Astutik, D. S., & Iskandar, H. (2024). Legal protection for consumers using Shoppe Paylater cash swipe services. Jurisprudentie, 11(2), 112–123.

Djawa, A. B., Nubatonis, O. J., & Dju Bire, C. M. (2026). Perlindungan konsumen dalam praktik "Buy Now Pay Later" (BNPL) di e-commerce: Analisis keseimbangan hak dan kewajiban para pihak (studi perbandingan hukum Singapura) ditinjau dari Peraturan Otoritas Jasa Keuangan Nomor 32 Tahun 2025 tentang penyelenggaraa [title truncated in the publisher's metadata; verification against the PDF is required]. Journal Evidence of Law, 5(1), 630–641.

Fadhli, Z., Rahayu, S. W., & Gani, I. A. (2022). Perlindungan data pribadi konsumen pada transaksi paylater. Jurnal Hukum Magnum Opus, 5(1), 119–132.

Fadillah, N., Pitaloka, A. D., Herfina, N., & Handayani, S. (2025). Kewajiban transparansi dan perlindungan data pengguna dalam layanan paylater pada aplikasi Shopee. Jurnal Riset

Multidisiplin Edukasi, 2(5), 1–14.
Himmah, I. F., & Suraji. (2026). Perlindungan konsumen PayLater melalui literasi hukum, transparansi sistem, dan regulasi digital. Proceedings National Conference Sinesia, 2(1), 68–82.
Irawan, R. B., & Marpaung, D. S. H. (2025). Upaya perlindungan hukum bagi konsumen atas klausula baku pengalihan tanggung jawab dalam transaksi e-commerce. Jurnal Ilmiah Wahana Pendidikan, 11(12.C), 468–475.
Kurniawan, R. R., & Faisol. (2025). Perlindungan hukum konsumen dalam layanan paylater dan pinjaman online di Indonesia. Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance, 5(3), 2650–2661.
Lestari, C., & Marwah. (2026). Penagihan PayLater: Batas kebebasan berkontrak dan kepatuhan terhadap ketentuan waktu operasional. Hasanuddin Civil and Bussiness Law Review, 3(1), 79–99. Nascha, P. J. N., Fauziyah, I. P. N., & Anam, I. Z. (2025). Analisis implementasi dan transparansi mekanisme transaksi fitur paylater pada platform digital dalam perspektif hukum ekonomi Islam.
Mizanuna: Jurnal Hukum Ekonomi Syariah, 3(2), 133–143.
Ningrum, K. S. (2025). Perbandingan regulasi syarat dan ketentuan pada fitur PayLater di e-commerce yang sesuai kebijakan OJK dan undang undang. Jurnal Ilmu Hukum, Humaniora dan Politik, 6(1), 656–671.
Oktaviani, N. I., Hermawan, R. P., & Utami, C. R. (2024). Tinjauan hukum terhadap perlindungan konsumen dalam layanan Shopee Pay Later. Jurnal Ilmiah Penelitian Mahasiswa, 2(6), 1–10.
Otoritas Jasa Keuangan. (2023). Peraturan Otoritas Jasa Keuangan Nomor 22 Tahun 2023 tentang Pelindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan.
Otoritas Jasa Keuangan. (2025). Peraturan Otoritas Jasa Keuangan Nomor 32 Tahun 2025 tentang Penyelenggaraan Beli Sekarang Bayar Nanti (Buy Now Pay Later).
Pradewi, N. N. T. (2025). Perlindungan hukum bagi konsumen Shopee Paylater dalam menghadapi wanprestasi. Jurnal Hukum, Administrasi Publik dan Negara, 2(5), 92–106.
Republik Indonesia. (1999). Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, Tambahan Lembaran Negara Republik Indonesia Nomor 3821.
Sulaiman, S., Bego, K. C., Tiara, D., Pratama, D., & Yulinda, K. (2025). Analisis hukum perdata terhadap klausula baku dalam kontrak jasa pinjaman online (fintech lending). Jurnal Kolaboratif Sains, September special issue [volume and page numbers require verification].
Tandiono, R. O., & Lumban Gaol, H. S. (2025). Perlindungan hukum bagi konsumen terhadap pembatalan transaksi jual beli online menggunakan metode paylater. Kertha Patrika, 47(2), 179–195.