

Breach of Contract in TikTok PayLater Services: A Comprehensive Analysis Based on the 1999 Consumer Protection Law and Indonesian Civil Law

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Abstract: Technological developments are increasing, one of which is marked by the existence of e-commerce and fintech to facilitate transactions for the public. In this modern era, people are more interested in online transactions such as buying and selling. TikTok Shop is one of the applications widely used by Indonesians. One of the payment methods on TikTok Shop is TikTok PayLater. This study uses an empirical juridical research method, which examines the applicable legal provisions and what actually happens in society. This study uses a qualitative approach based on a review of the PayLater contract, interest structure, administration fees, and late payment penalties. The data collection technique in this study was obtained through interviews with seven informants who are active users of TikTok PayLater. The results of the study show that the TikTok PayLater agreement is legally valid because it complies with Article 1320 of the Civil Code and is recognised by the ITE Law. The TikTok PayLater agreement includes a standard agreement, the content of which is still limited by the provisions of Article 18 of Law 1999. However, in practice, it still has the potential to cause disputes due to default as regulated in Article 1243 of the Civil Code. However, such collection practices violate Article 4 of the 1999 Consumer Protection Law as they infringe upon consumers' rights to comfort and security. Therefore, the use of TikTok PayLater requires responsibility from both parties.

Keywords: E-commerce, Tiktok paylater, Breach of contract

1. Introduction

Rapid technological advances have facilitated people's activities. These technological advances have also become the main driving force behind transformations in various sectors of life. This technological development has had a significant impact on the trade and economic sectors, marked by the emergence of electronic commerce (*e-commerce*) and financial technology (*fintech*), which have changed the way people conduct transactions. This has brought about major changes in the financial sector because *fintech* is a technological innovation that provides convenience and speed in conducting transactions. As a developing country, Indonesia also has a high percentage of people who do not have bank accounts.¹

E-commerce is a modern form of commerce that utilises the internet as a means of buying and selling products and services through electronic transaction systems. In the context of digital commerce, electronic transactions are understood as sales agreements made online. Currently, *e-commerce* occupies a dominant position in global trade activities. This is marked by high online sales volumes. The increase in online shopping has also encouraged the TikTok application, which was originally only an entertainment platform containing short videos lasting 15 to 60 seconds, to transform into an *e-commerce* platform. This change is marked by the TikTok Shop feature, popularly known as the "yellow basket". In mid-April

¹ Budi Setiawan et al., "User Innovativeness and Fintech Adoption in Indonesia," *Journal of Open Innovation: Technology, Market, and Complexity* 7, no. 3 (2021): 188, <https://doi.org/10.3390/joitmc7030188>.

2021, TikTok Shop launched a new feature called , namely the *live streaming* feature.² Consumers can purchase products directly through videos or *live streaming* on the TikTok platform. In early 2024, TikTok Shop introduced a new payment service called TikTok PayLater, which provides credit payment facilities with a certain period as an alternative to digital transaction methods. The TikTok PayLater feature makes it easier for consumers to manage their expenses, encourages transaction frequency, and can strengthen competitiveness for other *e-commerce* platforms.³ Although this service provides financial convenience and can increase purchasing power, this convenience can also cause legal problems and risks for users, especially in relation to the non-fulfilment of instalment payment obligations when due. In civil law terms, this condition is called default, which is the failure of one party to fulfil their obligations in accordance with the agreement at the time of the contract.

One innovation in the field of digital finance that is experiencing rapid growth and is in high demand among the public, especially Generation Z (Gen-Z), is a technology-based financial service known as Buy Now Pay Later (BNPL) or PayLater. This service makes it easier for consumers to obtain goods or services without having to make immediate payment at the time of transaction, but rather through a credit system in the form of instalments according to a predetermined time and date. Gen-Z dominates the use of PayLater, with around 68.8% of PayLater users in Indonesia coming from the Millennial and Gen-Z generations, and more than 70% of PayLater users in Indonesia aged 18 to 35 years old.⁴ Therefore, this factor makes Gen-Z the main target market that is a priority for *e-commerce* companies. The PayLater payment system service has had a significant impact on current consumer habits. Many consumers want to avoid high credit interest rates, so using BNPL services has become an alternative option. BNPL can increase impulsive buying behaviour because it offers convenience that makes users more likely to buy items spontaneously as they do not feel the burden of immediate payment.⁵

Previous studies have extensively discussed PayLater services in *e-commerce*. The author has made comparisons with previous studies. Four pieces of literature were found to be closely related to the discussion in this journal. These writings include:

First, Siti Fauziah Aziz, et al., with the title "TikTok PayLater and the Practice of Usury: An Islamic Law Study on Digital Financing Mechanisms," discusses the TikTok PayLater payment system from an Islamic law perspective. It finds elements of usury through penalties, interest, and additional fees that are considered inconsistent with the principle of justice.⁶

Second, Shenti Agustini, with the title "Judicial Analysis of Credit Agreements with Shopee PayLater," explains that Shopee PayLater is a credit agreement in the form of a

² Hao Zhang, Sinta Zheng, and Peifeng Zhu, "Why Are Indonesian Consumers Buying on Live Streaming Platforms? Research on Consumer Perceived Value Theory," *Helijon* 10, no. 13 (2024): e33518, <https://doi.org/10.1016/j.helijon.2024.e33518>.

³ Siti Fauziah Aziz, Adhistry Adelia Busmar, and Mutiara Refanisa Zaeni, "TikTok PayLater and Usury Practices: An Islamic Law Study on Digital Financing Mechanisms A R T I C L E I N F O," *Journal of Sharia Economic Research (JRES)* 5 (2025): 55–62, <https://doi.org/https://doi.org/10.29313/jres.v5i1.5841>.

⁴ Izzat Najmi Abdullah, "Buy Now, Cry Later: Rose Indonesia BNPL Debt to USD \$1.8 Billion," *Fintech Indonesia*, 2025, <https://fintechnews.id/107698/lending/indonesia-buy-now-pay-later-debt/>.

⁵ Dheanisa Tri Riztika, Nur Afifah, and Bintoro Bagus Purmono, "The Impact of Buy Now Pay Later, Peer Influence, and User Interface on Impulsive Purchasing Behaviour Mediated by Hedonic," *JOURNAL OF MANAGEMENT AND BUSINESS* 8, no. 1 (2025): 107–19, <https://doi.org/https://doi.org/10.37479/jimb.v8i1.31797>.

⁶ Siti Fauziah Aziz, Adhistry Adelia Busmar, and Mutiara Refanisa Zaeni, "TikTok PayLater and Usury Practices: An Islamic Law Study on Digital Financing Mechanisms," *Journal of Sharia Economic Research*, 2025, 55–62, <https://doi.org/10.29313/jres.v5i1.5841>.

standard agreement and is approved electronically. However, its use has the potential for default disputes, so there needs to be an improvement in legal security, one of which is through the use of certified electronic signatures so that the strength of the evidence is stronger.⁷

Third, Sonnia Sonnia, with the title "Legal Responsibility of PayLater Users on the Shopee Application as Part of Financial Technology in the Event of Default," explains the legal responsibility of Shopee PayLater users in the event of default. This journal explains the form of demands for fulfilment of obligations to Shopee PayLater consumers through verbal and written warnings, and Shopee PayLater can demand accountability from consumers who have defaulted.⁸

Fourth, Amelia et al. with the title "Default in Online Pay Later Loan Transaction Credit Agreements on the Shopee Application," discusses the forms of default committed by Shopee PayLater users and the dispute resolution mechanism. In resolving disputes, Shopee only conducts internal settlements, such as freezing the Shopee PayLater user account for non-payment of instalments. The journal also explains standard agreements, meaning that the content of the agreement is determined unilaterally by the service provider.⁹

The distinguishing factor among the four previous research papers can be seen in that previous research focused more on discussions related to PayLater on the Shopee platform, which is already considered the largest *e-commerce* platform, while TikTok Shop is still very limited because TikTok PayLater is a relatively new feature. There are several previous studies that discuss TikTok PayLater, but not from the perspective of default, but rather emphasising the legal perspective related to the use of TikTok PayLater. Although these studies make an important contribution, there is a major limitation, namely the absence of studies that specifically discuss default in the use of TikTok PayLater. This study aims to fill this gap with a more comprehensive legal approach. Thus, this study is expected to complement existing studies and provide new contributions.

The novelty of this research significantly contributes to understanding the position of the TikTok PayLater usage agreement and to understanding breach of contract by examining two main legal instruments, namely the 1999 UUPK regulation and civil law. The use of TikTok PayLater is important to study because it is a relatively new service that can contribute scientifically to the development of contract law and consumer protection law in the digital era. The main objective of this research is to analyse the forms of default that occur in the use of TikTok PayLater based on the provisions of the 1999 UUPK and Civil Law. Based on the discussion in the introduction, the author wishes to examine "A Legal Review of Consumer Default in the Use of TikTok PayLater Based on the 1999 UUPK and Civil Law". The issues raised as the main problems are as follows: First, what is the position of the TikTok PayLater agreement according to the provisions of the 1999 UUPK and Civil Law? Second, what are the forms of default that arise in the use of TikTok PayLater according to the 1999 UUPK and Civil Law?

⁷ Shenti Agustini, "Juridical Analysis Of Credit Agreements With Shopee Paylater," *Justisi* 9, no. 3 (2023): 365–73, <https://doi.org/10.33506/jurnaljustisi.v9i3.2469>.

⁸ Sonnia Sonnia, "Legal Liability of Paylater Users on the Shopee Application as Part of Financial Technology in the Event of Default," *Lex LATA* 4, no. 1 (2022): 45–59, <https://doi.org/10.28946/lexl.v4i1.1461>.

⁹ A Amelia et al., "Default in Credit Agreements for Online Pay Later Loan Transactions on the Shopee Application," *Media Hukum* ... 2, no. 6 (2025): 338–45, <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/1471%0Ahttps://ojs.daarulhuda.or.id/index.php/MHI/article/download/1471/1606>.

2. Method

This research uses an empirical juridical research method, also known as sociological legal research, which examines the applicable legal provisions and what actually occurs in society. This study focuses on relevant legal regulations and secondary materials such as books and journal articles. This study was conducted on actual conditions occurring in society. This study uses a qualitative approach based on a review of the PayLater contract literature, interest structure, administration fees, and late payment penalties. The data collection technique in this study was obtained through interviews with active users of TikTok PayLater.

3. Results and Discussion

3.1. The Status of the Tiktok Paylater Agreement according to the Provisions of the 1999 UUPK and Civil Law

TikTok, as a pioneering application for content consisting of videos lasting 15 to 60 seconds, has taken this format to a higher level by revolutionising the way they connect with their audience.¹⁰ As society increasingly turns to online shopping to meet their needs, people are choosing to shop on *e-commerce* platforms rather than visiting physical stores. Seeing this opportunity, TikTok, which initially only featured short videos, has now introduced a new innovation in the form of TikTok Shop. The main advantage of TikTok Shop is that when consumers purchase products, they do not need to log in to another application, but can directly make transactions on the TikTok application itself.¹¹ This makes the consumer shopping experience different from other platforms. TikTok's new innovations do not stop there. In early 2024, TikTok Shop introduced the TikTok PayLater payment system, which makes it easier for users to shop on credit. This is TikTok's strategy to attract consumers, especially Gen-Z and Millennials, who always want convenience in everything they do.

The use of TikTok PayLater is inseparable from the creation of an agreement between the TikTok PayLater service provider and the user. The form of agreement used is an electronic agreement known as a *click-wrap agreement* in the world of information technology, where the party receiving the offer clicks on the agreement section to signify their acceptance of the agreement.¹² Electronic agreements are still subject to civil law, whereby an agreement is valid if it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. This article explains the requirements for a valid agreement, namely, first, there must be an agreement between the parties, namely the TikTok PayLater service provider and the TikTok PayLater service user, who must mutually agree on the subject matter of the agreement. In this case, when the service user clicks to agree to the terms and conditions in a conscious state and without coercion during the registration process, it means that the user is deemed to have understood the terms and conditions and has agreed to enter into an electronic agreement. When the user agrees to the agreement by clicking the 'agree' button, which is legally recognised as an electronic signature, this is in accordance with Article 11 of Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law).

¹⁰ Thi Thuy An Ngo et al., "Key Determinants of Online Impulse Buying Behaviour: A Study from TikTok Shop Users in Vietnam," *Acta Psychologica* 260, no. September (2025): 105593, <https://doi.org/10.1016/j.actpsy.2025.105593>.

¹¹ Muhammad Daral Darullah and Rinabi Tanamal, "Factors That Most Influence Decisions in Using TikTok Shop," *Journal of Economic, Management, Accounting and Technology* 6, no. 2 (2023): 166–75, <https://doi.org/10.32500/jematech.v6i2.2846>.

¹² Jonathan Sarundajang Ronny A. Maramis, "Legal Protection for Shopee App Users with the Paylater Payment System," *Journal of Social Science Research Volume* 5, no. 22 (2025), <https://doi.org/https://doi.org/10.31004/innovative.v5i4.20625>.

Secondly, regarding competence, when registering for TikTok PayLater, the service provider requires registrants to have an Identity Card (KTP) for verification purposes. This automatically indicates the legality of the identity and adult age of TikTok PayLater service users. Thirdly, regarding a specific matter, the object of the agreement must be clear. In this service, the subject matter of the agreement is the loan limit for users, service fees, the time period, and the rights and obligations of each party. The fourth valid requirement is that the cause must be lawful, meaning that the agreement does not conflict with the law, morality, and public order. The first two requirements concern the subject matter; if these requirements are not met, the agreement can be cancelled, while the last two requirements concern the object; if these requirements are not met, the agreement is null and void.¹³ Article 1338 paragraph (1) of the Civil Code states that all agreements made legally are binding as law for those who make them.

Although PayLater services are considered a form of financial inclusion because they facilitate access to payment for products to be purchased, they can trigger excessive consumption if used without proper understanding.¹⁴ In civil law, TikTok PayLater is a loan agreement presented in the form of a standard agreement.¹⁵ The standard agreement contains standard clauses created by one party, namely the service provider, because it is considered to be in a stronger position. In principle, standard agreements are not prohibited by law, but their content is limited by the inclusion of several rules that are prohibited from being included, as stipulated in Article 18 of the 1999 UUPK.¹⁶ The restriction on the inclusion of certain standard clauses in the agreement is intended to prevent abuse of power by the stronger party, which ultimately harms consumers.¹⁷ Standard contracts can be used because their purpose is to facilitate and not harm consumers, but in practice, these electronic standard contracts often harm the weaker party, namely consumers. Therefore, consumers must be more careful in reading and agreeing to these electronic standard contracts.¹⁸

3.2. Forms of Breach of Contract in the Use of TikTok PayLater according to the 1999 UUPK and Civil Law

TikTok PayLater is a payment system within TikTok Shop that collaborates with various fintech service providers such as GoPayLater, Indodana and Atome, offering instalment options with payment periods ranging from 1 to 12 months. The TikTok PayLater service is supervised by the Financial Services Authority (OJK). In its implementation, the OJK enforces compliance with regulations to ensure fair and transparent operations, protect

¹³S .H. Wawan Muhwan Hariri, *CONTRACT LAW*, ed. M.Si. Drs. Beni Ahmad Saebani (CV PUSTAKA SETIA, 2011). 344.

¹⁴R . Mutia, I., & Manjaleni, "The Influence of TikTok Fashion Influencers and Paylater Payments on Consumption Impulsivity Among Generation Z (Case Study: Accounting Students at the University of Digital Technology)," *Jurnal Ilmiah Mahasiswa (JIMAWA)* 5, no. 1 (2025): 30–38.

¹⁵Anastasia Emmy Gerungan Clifford Gerardus Untu, Elko Lucky Mamesah, "Default in the Paylater System in Electronic Transactions in Indonesia," *Kertha Desa Journal* 2, no. 8.5.2017 (2022): 2003–5.

¹⁶Upik Nur Maslela Lukman Santoso AZ, Amin Tohari, Anisya Anggun Kinanti, Eva Nur Afifah, Fahmi Nur Muhammad, Farida Amalina Ulya, Khilyatul Afidah, Miftahul Jannah, Nikmatul Laila Rosida, Nurul Muslikawati, Rofingatun Rohmah, Salma Dewi Faradhila, Septyani Wahyu Arindyah, *Dynamics of Indonesian Contract Law*, ed. Lukman Santoso Az (Trussmedia Grafika, 2017). 166.

¹⁷M .Hum. Dr. Zulham, S.H.I., *Consumer Protection Law* (Jakarta: PRENAMEDIA GROUP, 2020). 81.

¹⁸R O Hermawan, H Adolf, and ..., "Legal Study of the Application of Article 1320 of the Civil Code in Electronic Contracts," *Journal of Law* 5, no. 2 (2024): 141–64.

consumers from fraudulent practices, and enhance data security.¹⁹ Although TikTok PayLater increases consumer purchasing power and provides easy access to financing, it also raises various legal issues, one of which is the emergence of default. Default is the failure of one party to fulfil its obligations as agreed in the contract. In the use of TikTok PayLater, default can occur on the part of consumers, such as late payment of instalments, non-payment of instalments, or payment that does not match the agreed amount. Default can also occur on the part of service providers, such as not providing transparent information or engaging in illegal collection practices.

To strengthen the research findings, the author conducted interviews with seven sources who are active users of TikTok PayLater to provide relevant information. The sources interviewed consisted of factory workers, students, and housewives. To strengthen the interview data, the author presented it in the following table:

No	Initials of Informant	Age	Occupation	Reasons for Using TikTok PayLater	Risk/Default Experience	Conclusion
1	YP	31	Factory Employee	Easy registration process, only requires an ID card and mobile phone number	No defaults/late payments	Consider TikTok PayLater more practical than other financial services
2	RAP	21	Students	Registration does not require collateral; only an ID card, mobile phone number, and photo of oneself are needed	Has defaulted/experienced payment delays due to using the limit for consumptive purposes	Acknowledges a lack of self-control when shopping on TikTok Shop using the TikTok PayLater service
3	DA	21	Student	Easy and no collateral required	No defaults/late payments	Evaluating TikTok PayLater services to help meet personal needs
4	DHA	37	Housewife	Received a recommendation from a relative; the registration process is not as complicated as at a bank	No defaults/late payments	Feels that TikTok PayLater makes transactions easier for a housewife
5	FA	27	Factory worker	The registration process is easy and very fast	Has defaulted/experienced payment delays due to financial problems caused by company restructuring at the workplace	Feeling burdened by intense collection efforts accompanied by threats

¹⁹ Tri Kartika Pertiwi et al., "Exploring Platform Trust, Borrowing Intention, and Actual Use of PayLater Services in Indonesia and Malaysia," *Journal of Risk and Financial Management* 18, no. 5 (2025): 1–23, <https://doi.org/10.3390/jrfm18050255>.

6	PR	41	IRT	Ease of credit systems and product discounts	Has defaulted/experienced late payments due to excessive shopping habits	Feeling stressed and disturbed by threatening collection processes
7	AN	28	Factory Employee	Fast process and can be used anytime	No defaults/late payments	Evaluating TikTok PayLater services makes personal financial management easier

Table 1. Interview Data from Active TikTok PayLater Users

Based on interviews with seven sources, it was found that their reasons for using TikTok PayLater were relatively similar, namely the ease of registration, which only required an ID card and mobile phone number. This statement indicates that the main factor driving their decision to use the TikTok PayLater service was ease of access. It was this ease that led them to use the service. Secondly, there were risks associated with using TikTok PayLater. Based on interviews with seven sources, three of whom experienced delays in paying their instalments. According to Article 1243 of the Civil Code, late payment of TikTok PayLater instalments is considered a breach of contract because the user has not fulfilled their obligations in accordance with the agreement. Article 1243 of the Civil Code also stipulates that debtors are obliged to compensate for losses and interest if they fail to fulfil the applicable agreement. Each informant had different reasons for the late payment of instalments. This is not in accordance with Articles 5 and 6 of the 1999 Consumer Protection Law, which state that consumers do not act in good faith in transactions and do not pay according to the agreed value, and that the right of business actors to receive payments in accordance with the agreement is not fulfilled. In addition, sources who defaulted felt pressured and disturbed by the intensive collection process and threats. These conditions can cause psychological stress and discomfort. However, this is a consequence for users who default by paying their instalments late. However, such collection methods are not legally justified because, according to Article 4 of the 1999 Consumer Protection Law, consumers have the right to comfort, safety, and security in consuming goods and/or services.²⁰ Therefore, threatening collection methods contradict the principles of consumer protection stipulated in the 1999 Consumer Protection Law.

Based on the results of the study, it was found that the ease of the registration process was the main factor that encouraged the respondents to use the TikTok PayLater service. In using this service, there was a risk of default due to a lack of personal financial planning, and one respondent admitted to being interested in purchasing products on TikTok Shop using the TikTok PayLater payment method because of the many promotions and discounts, which led to difficulties in paying when the payment was due. Additionally, there is a tendency towards impulsive consumption, with users often purchasing products deemed non-essential without careful consideration. However, late instalment payments are not always caused by user negligence, but also by unexpected situations such as a decline in income, as experienced by a source with the initials FA, a factory employee who experienced company closure. Although the TikTok PayLater service provides convenience for users, the service still requires financial awareness and the avoidance of consumptive behaviour in order to use the service wisely.

²⁰ Dr. Zulham, S.H.I., *Consumer Protection Law*. . 179.

4. Conclusion

The TikTok PayLater agreement is legally valid because it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code and is recognised by Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law). The TikTok PayLater agreement is a standard agreement because all provisions are made unilaterally by the service provider. Although standard agreements are permitted, their content is still limited by the provisions of Article 18 of the 1999 Consumer Protection Law, which prohibits the use of standard clauses that are detrimental to consumers who are in a weaker position. Therefore, the TikTok PayLater agreement is valid and recognised.

The ease of registration on TikTok PayLater is the main reason for users to use this service, but this can also encourage excessive consumption and the risk of late payments due to a lack of good personal financial planning. Based on Article 1243 of the Civil Code, late payment of TikTok PayLater instalments is considered a breach of contract because the user has not fulfilled their obligations in accordance with the agreement. The practice of highly intensive debt collection involving threats violates Article 4 of the 1999 Consumer Protection Law because it infringes upon consumers' rights to comfort and security. Therefore, the use of TikTok PayLater requires responsibility from both parties: users must act wisely in financial matters, while service providers must adhere to consumer protection principles.

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