

Conference Paper

Liability Limitation of PeduliLindungi Applications in the Convergence Dynamics of Telematics Law

Mohamad Rusdiyanto U Puluhulawa, Jufryanto Puluhulawa*, Vifi Swarianata

Universitas Negeri Gorontalo, Gorontalo City, Indonesia

ORCID

Jufryanto Puluhulawa: <https://orcid.org/0000-0001-7090-9699>

Abstract.

PeduliLindungi application, there is a clause limiting the liability by the electronic system operator, which in outline states that PeduliLindungi is not responsible for any losses that arise due to events and/or causes beyond the control and/or ability of the organizer or caused by any violation or unauthorized access to PeduliLindungi. This research aims to examine the clause on Limitation of Liability of Care for Protect Applications in the Convergence Dynamics of Telematics Law. The research approach method used in this research uses a statutory approach and a conceptual approach. The result is that the electronic system operator from the PeduliLindungi application is related to the liability limitation clause and is no longer based on Law Number 11 of 2008 concerning Information and Electronic Transactions, Article 15 Paragraph (2). Normatively in the author's understanding, the clause limiting the liability of this PeduliLindungi application is based on Article 15 paragraph (3) of Law Number 11 of 2008 concerning Information and Electronic Transactions. So actually, there is nothing wrong with the clause limiting the liability of the PeduliLindungi Application if it refers to the principle of freedom of contract and as long as it can be legally proven that the problems that occur are part of the plain error or negligence of the user. However, in essence, the organizer of the electronic system of the PeduliLindungi application should not turn a blind eye to the possibilities that can become a problem and harm users in the operation of the electronic system that they run.

Keywords: limitation of liability, PeduliLindungi application, telematics law

1. INTRODUCTION

The global community experienced a transfiguration of social life when Corona Virus Disease 2019 or also known as COVID-19, was first announced by the World Health Organization (WHO) or the World Health Organization, which "officially declared the coronavirus (COVID-19) as a pandemic on September 9. March 2020."^[1]

This means that the coronavirus has spread widely in the world. It should be noted that the Pandemic classification is the highest level of the spread of disease in the categorization of epidemiological science. As explained by Novrina W. Resti, "the lowest category is endemically followed by epidemics, and the highest class is pandemic which

Corresponding Author: Jufryanto
Puluhulawa; email:
jufryantopuluhulawa@ung.ac.id

Published: 4 October 2022

Publishing services provided by
Knowledge E

© Puluhulawa et al. This article is distributed under the terms of the [Creative Commons Attribution License](#), which permits unrestricted use and redistribution provided that the original author and source are credited.

Selection and Peer-review under the responsibility of the INCLAR Conference Committee.

 OPEN ACCESS

is an epidemic that spreads simultaneously everywhere, covering a wide geographical area. A pandemic is an epidemic that spreads to almost all countries or continents, usually affecting a large number of people.”[2]

Various strategic steps have been taken by the Government of the Republic of Indonesia to deal with the Covid-19 Pandemic, one of which is the use of technology in the form of an application called PeduliLindungi, which is an application used by the Government of the Republic of Indonesia in collaboration with the Covid-19 Handling Committee and National Economic Recovery, Ministry of Communications and Informatics of the Republic of Indonesia, the Ministry of Health of the Republic of Indonesia and State-Owned Enterprises, “to track and stop the spread of the Coronavirus Disease, in which this application relies on public participation to share location data while traveling to trace contact history with COVID-19 sufferers. 19 can do.”[3]

Based on Article 154 of Law Number 36 of 2009 concerning Health states, “The government is obliged to announce the part of the area that is a source of disease transmission to many people,” where this regulation was then concreted through Circular (SE) Number: 02 of 2020 concerning Service Guidelines. Public Information During a Public Health Emergency due to Corona Virus Disease 2019 (Covid-19), which regulates that public bodies inform the type of disease, its distribution, the area that is the source of the infection, and its prevention. So as a concrete step from the regulatory instructions, an electronic application - Health Alert Card, was made, namely a health alert card is, also known as e-HAC.

The presence of this system is intended to monitor domestic and foreign travelers who cannot be avoided during the Covid-19 pandemic so that they can reduce speed and even contribute to stopping the spread of Corona Virus Disease 2019. In addition, the existence of this e-HAC application is the practice of the principle of community participation described in the considerations of Law Number 36 the Year 2009 concerning Health.[4]

Over time, the e-HAC application was deactivated in July 2021 and then integrated into the PeduliLindungi application by the Circular Letter of the Ministry of Health Number HK. The latest version with increasingly sophisticated and user-friendly features. This can be seen from the features that are present in the PeduliLindungi application, namely:

1. “Providing a warning to the user.

People who already have the PeduliLindungi application will immediately get a notification or warning if they are in a crowd or red zone area. In addition, users will also

receive notifications whether there are people infected with Covid-19 in the place or patients under surveillance;

1. Supervision (surveillance)

With a user's location information being shared, it will make it easier for the government to monitor and detect the movement of people exposed to Covid-19 for the previous 14 days;

1. Download vaccine certificate

People who have been vaccinated against Covid-19, they can download the certificate through the PeduliLindungi feature in the PeduliLindungi application;

1. Information on Covid-19 test results

In the PeduliLindungi application, the results of the PCR test or user antigen swab will appear sent by a laboratory in collaboration with the Indonesian Ministry of Health;

1. Evidence for accessing public services;

With the implementation of regulations regarding the requirements for accessing public services and spaces using vaccine certificates, the PeduliLindungi application is an essential application for someone to be able to find out whether someone has undergone a vaccination program or not. Only by showing or via the QR Code scan feature will the user's vaccination data be displayed.”[5]

It can be seen that the PeduliLindungi application offers a variety of menus that are more comprehensive than e-HAC, whose function is only focused on travel reports, both domestic and international trips, for tracing purposes. Of course, the transformation from e-HAC to PeduliLindungi is a concrete step by the Indonesian government to stop the spread of Covid-19 so that the Indonesian people, in particular, can return to normal activities as usual. The PeduliLindungi application itself, in its implementation, has been legitimized through the Decree of the Minister of the Ministry of Communication and Information Number 253 of 2020 concerning the Determination of the PeduliLindungi application in the context of implementing Health Surveillance for Handling Corona Virus Disease (Covid-19).

The PeduliLindungi electronic system is designated as an electronic system whose function is intended to support the administration of health surveillance by the government in tackling the spread of Covid-19 and to provide a new normal for the people of Indonesia. Behind the various facilities embedded in the menus in the application, it is

unfortunate that this PeduliLindungi Application, if examined closely, on the terms and conditions of use which can be said to be in its position as

“An agreement between the user (the “User”) and the Ministry of Health of the Republic of Indonesia as the Operator of the PeduliLindungi Application (“Application”) to prevent the spread of Corona Virus Disease (COVID-19) and other infectious diseases. These Terms and Conditions of Use govern the management of Personal Data on the Application.”[6]

If examined in more detail, the terms and conditions have a liability limitation clause. Where the contents of this liability limitation clause in point 1 read:

“PeduliLindungi is not responsible for any losses arising from your inability or failure to use/access PeduliLindungi either partially or wholly due to events and/or causes beyond our control and/or ability, including but not limited to all information, data, features, or other things that are presented in PeduliLindungi.”

Then this liability limitation clause is also contained in point 1, whose substance contains:

“We are not responsible for any losses that arise due to violations or unauthorized access to PeduliLindungi, including but not limited to things or features contained in PeduliLindungi that you carry out in a way that is contrary to these Terms and legal provisions that are valid in the territory of the Republic of Indonesia.”

This clause is undoubtedly fascinating to study legally. Because in the author’s perspective, the PeduliLindungi application, especially the organizer of the electronic system, has the authority to manage the public’s data, but through this clause limiting responsibility, it appears that the electronic system operator from the PeduliLindungi application refuses to be responsible in the event of a loss caused by unauthorized access to PeduliLindungi.

Alfons Tanujaya as a cyber security expert also highlighted the liability limitation clause contained in the terms and conditions of using the PeduliLindungi application, wherein his point of view, “the application maker lacks confidence and seems to be trying to protect himself from legal consequences in the event of unauthorized access or hacking on the internet Peduli Lindungi.”[7]

So it is clear that the clause limiting the responsibility of the provider of the PeduliLindungi application has the potential to cause a legal polemic when the electronic system operator fails to protect the public’s data, considering that every use of the PeduliLindungi application in the operation of its menus and features, there are various personal data which are pretty sensitive in the event of a data leak.

Taking into account the existing phenomena, it is necessary to study the limited liability of the PeduliLindungi application and the accompanying legal policy reformulation so that the electronic system operator of the PeduliLindungi application can provide legal protection and security guarantees for the Indonesian people as users, as embodied in Article 28D paragraph (1) which emphasizes "Everyone has the right to recognition, guarantee, protection, and fair legal certainty and equal treatment before the law." Therefore, based on this background, the authors are interested in raising research issues regarding the legal position of the limited liability clause of the PeduliLindungi application in the dynamics of the convergence of telematics law.

2. METHODOLOGY/ MATERIALS

The research method is "a series of consistent, systematic and measurable processes in exploring and deepening a certain phenomenon to produce a series of research processions that can be accounted for based on a parameter of scientific truth." [8] The approach method used in reviewing this problem is "the method of statutory approach, namely research conducted by examining all laws and regulations related to the legal issues being handled." [9] and also uses a case approach, namely "research conducted by examining cases related to the legal issues under study where in this case the researcher tries to build legal arguments in the perspective of concrete cases that occur in the field." [10]

3. RESULTS AND DISCUSSIONS

The PeduliLindungi application is a policy breakthrough through superior information technology from the Government of Indonesia. It is a concrete step to control and suppress the spread of the Covid-19 virus so that people can still move and carry out normal mobility without worrying about endangering their health.

The use of information technology through the PeduliLindungi application media must, of course, be appreciated by the public, considering that in the current era of digital disruption where, according to "the digital marketing research institute Emarketer estimates that in 2018, the number of active smartphone users in Indonesia is more than 100 million people, which places Indonesia as the country with the fourth largest active smartphone users in the world after China, India, and America." [11] This research followed the current reality wherein in 2021, Indonesia occupies the fourth position with 170.4 million smartphone users. Smartphone penetration in the country

has reached 61.7% of the total population.[12] So that the use of application-based information technology embedded in Smartphones is undoubtedly expected to be much more effective in breaking the chain of the spread of Covid-19, considering "the rapid development of data service technology has implications for the development of mobile phone technology which not only functions as a long-distance communication tool but also serves as a concurrently as a lifestyle in meeting the information needs of users." [13]

The strategy carried out by the Government of Indonesia is indeed extraordinary. However, it is unfortunate that a potential stain can eliminate the prestige and glamor of the PeduliLindungi application and then cause a polemic in the community, namely the presence of a liability limitation clause by the organizers of the PeduliLindungi application electronic system.

This limitation of responsibility can potentially place users of the PeduliLindungi application in a vulnerable position, especially concerning data protection and the security of their personal information, considering that during the PeduliLindungi application, public data is collected into the system. This is according to a report from the U.S. Embassy & Consulates, entitled 2021 Country Reports on Human Rights Practices: Indonesia, wherein the Arbitrary or Unlawful Interference with Privacy, Family, Home, or Correspondence section emphasized that "NGOs expressed concerns about what information was gathered by the application and how this data was stored and used by the government." [14]

This reality must receive special attention from the Government of Indonesia, given that although most Indonesians use smartphones, not all of them have good insight and awareness of information security and privacy. This is reflected in the results of research conducted by Robbi Akramana, Candiwan, and Yudi Priyadi, which concluded that "smartphone users in Indonesia have a poor level of awareness in maintaining information security and privacy." [15]

Whereas naturally, "information is an asset that must be protected. He understands that information security protects information from various threats to ensure business continuity, minimize damage due to threats, and accelerate the return of investment and business opportunities." [16] The public must realize that "information security is essential," [17] and the Indonesian government itself must understand the essence of information system security as stated by Papagiannakis, Pijl, and Visser, namely, "Information system security does involve technical security controls and administrative, procedural and managerial controls." [18]

The problem regarding the limitation of responsibility in the terms and conditions of the PeduliLindungi application has been mapped out by the "Indonesia Internet

Government Forum (ID-IGF) as one of the problems that are the shortcomings of the PeduliLindungi application, and recommendations have been submitted to relevant stakeholders,”[19] however, as of this writing, the author observes that there has been no follow-up action so far from the relevant parties, especially the policymakers, because the clause on the limitation of responsibility is still listed as it is, and there has been no significant change.

If referring to the existing regulations, namely Law Number 11 of 2008 concerning Information and Electronic Transactions, Article 15 Paragraph (2) affirms, “Electronic System Operators are responsible for the Operation of their Electronic Systems.” The provider of the PeduliLindungi application electronic system, in this case, is the Government of Indonesia, where when referring to the description on the Google Playstore, it relates to the Ministry of Communication and Information, the Ministry of Health, the Ministry of State-Owned Enterprises and the National Disaster Management Agency of the Republic of Indonesia.

The editor of the limitation on liability clause in the PeduliLindungi application in point 1 substantially confirms, “PeduliLindungi is not responsible for any losses that arise due to your inability or failure to use/access PeduliLindungi” then there is also the editor who states, “We are not responsible for any losses that arise due to violations or unauthorized access to PeduliLindungi including but not limited to the things or features contained in PeduliLindungi that are carried out by users,” Here it is seen that the electronic system operator of the PeduliLindungi application is related to the liability limitation clause, no longer based on Law Number 11 of 2008 concerning Information and Electronic Transactions, Article 15 Paragraph (2).

Normatively in the author’s understanding, the clause limiting the liability of this PeduliLindungi application is based on Article 15 paragraph (3) of Law Number 11 of 2008 concerning Information and Electronic Transactions, where “The provisions as referred to in paragraph (2) do not apply if it can be proven that the coercion, error, and/or negligence on the part of the Electronic System user.”

Force majeure or overmacht if it refers to Article 1244 Burgerlijk Wetboek (BW) and Article 1245 BW, Article 1444 BW and 1445 BW which can be interpreted as

“a condition in which one of the parties in an engagement cannot fulfill all or part of its obligations according to what was agreed upon due to an event beyond the control of one of the parties that could not be known or could not be expected to occur at the time of making the engagement, in which parties who do not fulfill these obligations cannot be blamed and do not have to bear the risk.”[20] examples are natural disasters, and “Covid-19 is a non-natural disaster that can be categorized as a relative overmacht.”[21]

Regarding the error or schuld, Mazger explained that "fault is the whole condition that provides the basis for personal reproach against the criminal maker, or in other words an inner relationship between the maker and his actions, which is intentional / dolus.."[22] While for negligence or culpa, Simons is of the view that "in principle, a person can be said to have a culpa in carrying out his actions if that person has committed his actions without being accompanied by de nodige en mogelijke voorzichtigheid en oplettendheid or without the necessary care and attention that he might be able to give.."[23]

I Made Minggu Widyantara say the same thing regarding negligence, namely:

"A criminal act is committed by negligence if the maker has not been as careful as he should be, and or does not suspect in advance about the occurrence of a prohibited result, or even though he suspects that his actions may cause the forbidden effect, but he believes that he can prevent it from happening. the development, whereas the reality, is the opposite."[24]

Even though the provisions of the law regulate this and also the principle of freedom of contract which has the meaning, namely:

"All parties are free to enter into an engagement relationship with any party they wish, including the freedom to determine the contract's terms, implementation, and form. The principle of freedom of contract is extracted from Article 1338 of the Civil Code, in which all legally made agreements apply as law for those who make them."[25]

So actually, there is nothing wrong with the clause limiting the liability of this PeduliLindungi Application if it refers to the principle of freedom of contract and as long as it can be legally proven that the problems that occur are part of the plain error or negligence of the user. However, in essence, the provider of the PeduliLindungi electronic system should not turn a blind eye to the possibilities that have the potential to become problems and harm the user in the operation of the electronic system it runs. Lutfi Nugraheni emphasized,

"the inclusion of limitation of responsibilities in the conditions for using the PeduliLindungi application causes several obligations listed in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions so that obligations as Electronic System Operators (PSE) are not fulfilled."

Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions mandates several things that are the minimum requirements for the operation of electronic systems, as in Article 4 letter b, namely "can protect the availability, integrity, authenticity, confidentiality, and accessibility of Electronic Information in the operation of the Electronic System."

This affirmation is also stated in Article 14 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions in paragraph (1) letter e, namely, "Electronic System Operators are required to implement the principle of protecting Personal Data in processing Personal Data including processing Personal Data carried out by protecting security. Personal Data from loss, misuse, unauthorized access, disclosure, and alteration or destruction of Personal Data." It should be remembered that the phrase processing does not only stop at the level of acquisition and collection and processing but also at the level of storage, as has been regulated in Article 14 paragraph (2) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. What he understands is that even if there is a force majeure or overmacht situation, the user's data should remain in a safe and secure condition so that the personal data collected in the electronic system does not leak and does not become public consumption which then has the potential to cause harm to the user.

Do not let the view appear that the public as users are forced to use the PeduliLindung application through various legal policies made by the Indonesian government "to manipulate and condition the community,"[26] So people with conditions like it or not, whether they like it or not, must use the PeduliLindungi application. However, the guarantee of protecting users' data is not optimally protected. Moreover, there is no legal umbrella in the form of a law to protect personal data in Indonesia. This adds to the complexity of the situation. What must be underlined is that "the law must be able to answer all needs and solve real problems that occur in the community because the purpose of the law is to prosper the community in the greater interest, not only the interests of the authorities." [27]

Regarding user errors and omissions, the author believes that at least the organizers of the PeduliLindungi application's electronic system embed double verification for users in accessing the PeduliLindungi application to minimize the potential losses caused. "Dual verification, also known as Two-Factor Authentication (2FA), is two-factor authentication. It is a dual security feature that helps prevent unauthorized access abuse and can protect users' online accounts from various digital hacks. The provider of the PeduliLindungi application, of course, as a competent party, must think progressively in providing its electronic system services.

This is very important. Apart from providing optimal services for users and considering the various modes and techniques of cybercrime, even "cyber crimes have become a threat to stability for the state." [27] The organizers of the PeduliLindungi application electronic system must prioritize the interests of users who are which is in line with the

utilitarian legal theory, which views "laws are made for the benefit of humans. existing laws and policies are made to protect the basic rights of society."

4. CONCLUSION AND RECOMMENDATION

The conclusion that the electronic system operator from the PeduliLindungi application is related to the liability limitation clause is no longer based on Law Number 11 of 2008 concerning Information and Electronic Transactions, Article 15 Paragraph (2). Normatively in the author's understanding, the clause limiting the liability of this PeduliLindungi application is based on Article 15 paragraph (3) of Law Number 11 of 2008 concerning Information and Electronic Transactions. So actually, there is nothing wrong with the clause limiting the liability of the PeduliLindungi Application if it refers to the principle of freedom of contract and as long as it can be legally proven that the problems that occur are part of the plain error or negligence of the user. However, in essence, the organizer of the electronic system of the PeduliLindungi application should not turn a blind eye to the possibilities that can become problems and harm users in the operation of the electronic system that they run.

Based on the conclusion made above, three recommendations are offered here. First, the operator of the PeduliLindungi application electronic system must review the terms and conditions of the application and make Article 14 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions in paragraph (1) a specific reference to the phrase regarding force majeure or overmacht, data Users' privacy should be guaranteed to be safe and secure so that personal data collected in the electronic system is not leaked. Second, related to user errors and omissions, the author believes that at least the organizers of the PeduliLindungi application's electronic system embed double verification for users in accessing the PeduliLindungi application to minimize the potential losses caused. Third, the Government of Indonesia re-socializes the use and security of personal data contained in the PeduliLindungi application to regain the attention and trust of the public.

References

- [1] S. T. P. COVID-19, "Tanya Jawab | Covid19.go.id," 2021.
- [2] Novrina W. Resti, "Memahami Istilah Endemi, Epidemi, dan Pandemi," ITJEN KEMENDIKBUD.
- [3] PeduliLindungi. Tentang PeduliLindungi. Kementerian Kesehatan (RI); 2021.

- [4] Ahsany F. "Ahsany Alamsyah Al-Fatih - Covid-19 Labor Rights Legal Protection Pandemic." 20207(2): 100–115.
- [5] Margarini E. "Masyarakat Perlu Tahu Manfaat Aplikasi PeduliLindungi," Direktorat Promosi Kesehatan dan Pemberdayaan Masyarakat Kementerian Kesehatan RI, 2021.
- [6] PeduliLindungi, "Syarat Penggunaan - PeduliLindungi," 2022.
- [7] Rosadi I. "PeduliLindungi Hindari Tanggung Jawab Keamanan Data - Suara Merdeka" 2021.
- [8] Mukti Fajar dan Yulianto Achmad, *Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta: Pustaka Pelajar; 2010.
- [9] Marzuki PM. "Penelitian Hukum: Edisi Revisi," 2017. <https://pustaka-mpr.perpusnas.go.id/opac/detail-opac?id=13299> (accessed Apr. 26, 2022).
- [10] Irwansyah, *Penelitian Hukum; Pilihan Metode & Praktik Penulisan Artikel*. Yogyakarta: Mirra Buana Media; 2020.
- [11] Kementerian Komunikasi dan Informatika Republik Indonesia, "Indonesia Raksasa Teknologi Digital Asia," 2015.
- [12] Pusparisa Y. *Daftar Negara Pengguna Smartphone Terbanyak, Indonesia Urutan Berapa? | Databoks*. Databooks; 2021.
- [13] Budiono FL. "Persepsi dan Harapan Pengguna terhadap Kualitas Layanan Data pada Smartphone di Jakarta," *Bul. Pos dan Telekomun.* 2015; 11(2):93. <https://doi.org/10.17933/bpostel.2013.110201...>
- [14] U.S. Embassy & Consulates in Indonesia, "INDONESIA 2021 HUMAN RIGHTS REPORT," 2021.
- [15] Akraman R, Candiwan C, Priyadi Y. Pengukuran Kesadaran Keamanan Informasi Dan Privasi Pada Pengguna Smartphone Android Di Indonesia. *J. Sist. Inf. Bisnis.* 2018;8(2):115.
- [16] Islami DC, Candiwan C. Kesadaran Keamanan Informasi pada Pegawai Bank x di Bandung Indonesia. *J. INKOM.* 2016;10(1):19.
- [17] Amin M. "Pengukuran Tingkat Kesadaran Keamanan Informasi Menggunakan Multiple Criteria Decision Analysis (McdA)," *J. Penelit. dan Pengemb. Komun. dan Inform (Champaign).* 2014;5(1):15–24.
- [18] Firmansyah MB. *Manajemen Keamanan Informasi di Perpustakaan Menggunakan Media Pustak.* 2018;25(1):46–53.

- [19] Lase SM, Adinda A, Yuliantika RD. Analisis Permasalahan Pada Penggunaan Aplikasi PeduliLindungi Dalam Perspektif Hukum Nasional. *Padjajaran Law Rev.* 2021;9(1):1–20.
- [20] Sinaga NA. Perspektif Force Majeure Dan Rebus Sic Stantibus Dalam Sistem Hukum Indonesia. *J. Ilm. Huk. Dirgant.* 2020;11(1):1–27.
- [21] Tjoanda M, Hetharie Y, Pariela MV, Sopamena RF. Covid-19 Sebagai Bentuk Overmacht dan Akibat Hukumnya Terhadap Pelaksanaan Perjanjian Kredit. *Sasi.* 2021;27(1):93.
- [22] Kalia H. Pembuktian Tindak Pidana dengan Terang-Terangan dan Tenaga Bersama Menggunakan Kekerasan terhadap Orang yang Mengakibatkan Luka-Luka (Studi Putusan Nomor: 256/PID.B/2010/PN.DGL). *J. Ilmu Huk. Leg. Opin.* 2013;1(4):1–9.
- [23] Sengi E. “KONSEP CULPA DALAM PERKARA PIDANA SUATU ANALISIS PERBANDINGAN PUTUSAN NOMOR 18/Pid.B/2017/PN.TOBELO,” *Era Huk. - J. Ilm. Ilmu Huk.* 2019;17(2): <https://doi.org/10.24912/erahukum.v17i2.5993>.
- [24] Widyantara IM. Kesengajaan dan Kealpaan (Suatu Tinjauan Dari Sudut Perbandingan Hukum Pidana Indonesia Dengan Hukum Pidana Asing). *J. KERTHA WICAKSANA.* 2017;11(1):1–4.
- [25] Hendrawati D. PENERAPAN ASAS KEBEBASAN BERKONTRAK DALAM PEMBUATAN PERJANJIAN BAKU (Studi Normatif Pada Perjanjian Pembiayaan Konsumen). *Masal. Huk.* 2011;40(4):411–8.
- [26] Lathif N. “Teori Hukum Sebagai Sarana Alat Untuk Memperbaharui Atau Merekayasa Masyarakat” *Pakuan Law Rev.* 2017;3(1).
- [27] Effendy M. *Teori Hukum Dari Perspektif Kebijakan, Perbandingan dan Harmonisasi Hukum Pidana.* Jakarta: Referensi (Gaung Persada Press Group), 2014.