

**INTERNATIONAL TRANSFER ON FLIP APPLICATION
PERSPECTIVE OF LAW NUMBER 8 OF 1999 CONCERNING
CONSUMER PROTECTION AND SHARIA AGREEMENT (CASE
STUDY AT PT FLIPTECH LENTERA INSPIRASI PERTIWI)**

THESIS

By:

Annisa Jannatul Firdaus

SIN. 18220115



**SHARIA ECONOMIC LAW STUDY PROGRAM (MU'AMALAH)
SHARIA FACULTY
ISLAMIC STATE UNIVERSITY OF MAULANA MALIK IBRAHIM
MALANG
2023**

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MALANG
2023**

STATEMENT OF THE AUTHENTICITY

In the name of Allah,

With full awareness and a sense of responsibility for the development of knowledge,
the author states that the thesis with the title:

INTERNATIONAL TRANSFER ON FLIP APPLICATION PERSPECTIVE OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION AND SHARIA AGREEMENT (CASE STUDY AT PT FLIPTECH LENTERA INSPIRASI PERTIWI)

It is truly a thesis made by myself in accordance with the rules of scientific writing that can be accounted for. If in the future this thesis research report turns out to be the result of plagiarism of other people's work in part or in whole, then the thesis as a prerequisite for obtaining a bachelor's degree is canceled by law.

Malang, 17 May 2023

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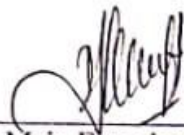
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MOTTO

Sin che si vive, s'impara sempre

“As long as you live, you always learn”

عِشْ كَرِيْمًا أَوْ مُتْ شَهِيدًا

“Live nobly or die in Shahid”

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International Transfer on Flip Application Perspective of Law Number 8 of 1999 concerning Consumer Protection and Sharia Agreement (Case Study at PT Fliptech Lentera Inspirasi Pertiwi)”

Shalawat and salam (peace and blessings be upon him) to the great Rosulloh Muhammad SAW. who has given uswatun hasanah to his people like a lamp in the darkness. By following his teachings, may we be classified as believers and get his intercession on the Day of Judgment. Aamiin.

With all the teaching, guidance/instruction, and service assistance that has been provided, with all humility the author expresses his deepest gratitude to:

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4. Mr. Ramadhita, M.HI, as the author's guardian lecturer who never tired of providing direction and support in the form of advice and motivation. During

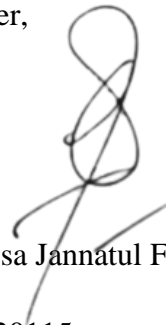
studying at the Faculty of Sharia, Maulana Malik Ibrahim State Islamic University Malang.

5. The board of thesis examiners who have provided constructive criticism and direction in perfecting the shortcomings that exist in the author's research.
6. All lecturers of the Sharia faculty of Maulana Malik Ibrahim State Islamic University Malang who have taken the time to share their knowledge and experience with us with full sincerity. Hopefully the knowledge he provides will become jariah charity and become useful knowledge for us.
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Thus, the introduction submitted by the author, it contains impressions and messages for the parties who have provided participation and support during the work of this research. And the author hopes that this research can be useful and blessed for the author himself and can also provide sustainable benefits for the general public. The author also apologizes if there are many mistakes in the preparation of this research, although the author has tried to do this research as much as possible. so it is necessary for this paper to get criticism and suggestions from various parties that can improve the quality of this writing to be even better.

Malang, 17 May 2023

Writer,

A handwritten signature in black ink, consisting of several loops and a long, sweeping tail that extends downwards and to the right.

Annisa Jannatul Firdaus

18220115

TRANSLITERATION GUIDENCE

Guidelines for Arabic-Latin Transliteration which is the result of a joint decision (SKB) of the Minister of Religion and the Minister of Education and Culture of the Republic of Indonesia Number: 158 of 1987 and Number: 0543b/U/1987 .

A. Consonant

The list of Arabic letters and their transliteration into Latin letters can be seen on the following page :

Arabic letters	Name	Latin letters	Name
ا	Alif	Not symbolized	Tidak Not symbolized
ب	Ba	B	Be
ت	Ta	T	Te
ث	Tsa	Š	Es (with dot above)
ج	Jim	J	Je
ح	Ĥa	Ĥ	Ha (with dot above)
خ	Kha	Kh	Ka and Ha
د	Dal	D	De
ذ	Žal	Ž	Zet (with dot above)
ر	Ra	R	Er
ز	Zai	Z	Zet
س	Sin	S	Es
ش	Syin	Sy	Es and Ye
ص	Şad	Ş	Es (with a dot below)
ض	Đad	Đ	De (with a dot below)

ط	Ṭa	Ṭ	Te (with a dot below)
ظ	Ẓa	Ẓ	Zet (with a dot below)
ع	‘Ain	‘	Reverse apostrophe
غ	Gain	G	Ge
ف	Fa	F	Ef
ق	Qof	Q	Qi
ك	Kaf	K	Ka
ل	Lam	L	El
م	Mim	M	Em
ن	Nun	N	En
و	Wau	W	We
هـ	Ha	H	Ha
أ/ء	Hamzah	‘	Apostrophe
ي	Ya	Y	Ye

Hamzah (أ) is located at the beginning of the word followed by its vocalization without any sign. If the Hamzah is located in the middle or at the end, it must be accompanied by a sign (‘).

B. Vocal

Arabic vowels, almost resemble Indonesian vowels, which consist of single and monoftong vowels and double and ditong vowels. In Arabic, the single vowel is symbolized by a sign or harakat, so the transliteration is :

Marks	Name	Latin letters	Name
أَ	Fathah	A	A
إِ	Kasroh	I	I
أُ	Ḍammah	U	U

In Arabic, the double vowels symbolize a combination of harakat and letters and their transliteration is a combination of letters, namely as follows:

Tanda	Nama	Huruf Latin	Nama
يَ	Fathah and ya	Ai	A and I
وَ	Fathah and wau	Au	A and U

Example:

كَيْفَ : *kaifa*

حَوْلَ : *haulā*

C. Maddah

Maddah or commonly called long vowels whose symbols are letters and letters, so the transliteration consists of letters and signs, which are as follows:

Harakat and Huruf	Name	Huruf and Mark	Name
أَ \ آ	Fathah and alif or alif <i>maqṣūrah</i>	Ā	a and the line above
يَ	Kasrah and ya	ī	i and the line above

وُ	Ḍammah and wau	Ū	u and the line above
----	----------------	---	----------------------

Example:

مَاتَ	<i>Māta</i>
رَمَى	<i>Ramā</i>
قِيلَ	<i>Qīla</i>
يَمُوتُ	<i>Yamūtu</i>

D. Ta' Marbututhah

There are two forms of transliteration of ta marbūṭah (ة or ة), namely: ta marbūṭah which is alive or marked with the harakat fathāh, kasrah, and ḍammah with t, while ta marbūṭah which is dead or marked with a sukun harakat is transliterated as h. If a word ends with ta marbūṭah accompanied by a word that bears al- in front of it and the reading of the two words is separate, then the ta marbūṭah is transliterated as h.

If a word ending with ta marbūṭah is accompanied by a word that carries al- in front of it and the reading of the two words is separate, then ta marbūṭah is transliterated as h.

Example:

رَوْضَةُ الْأَطْفَالِ	<i>Rauḍah al-atfāl</i>
الْمَدِينَةُ الْفَاضِلَةُ	<i>Al-madīnah al-fāḍilah</i>
الْحِكْمَةُ	<i>Al-hikmah</i>

E. Syaddah (Tasydid)

Syaddah or *tasydid* which in the Arabic writing system is symbolized by a tasydid sign (—), in this transliteration is symbolized by a repetition of letters (double consonants) marked with a syaddah .

Example:

رَبَّنَا *Rabbanā*

نَجِينَا *Najjainā*

الْحَقُّ *Al-Ḥaqq*

الْحَجُّ *Al-Ḥajj*

نُعِمُّ *Nu‘ima*

عُدُوْ *‘Aduww*

If the letter ي comes at the end of a word and is preceded by the letter kasrah (ِ), then it is transliterated as maddah ī. Example:

عَلِيٌّ *‘Alī*

عَرَبِيٌّ *‘Arabī*

F. The Article

In the Arabic writing mechanism, the conjunction word is symbolized by (alif lam ma'arifah). The article of clothing is transliterated as usual in this transliteration guide, namely al- which is accompanied by shamsiah or qamariyah letters.

The sound of the article is not directly said, but the article is separated from the word that accompanies it and correlated with a horizontal (-).

For example:

الشَّمْسُ	<i>Al-Syamsu</i> (bukan <i>asy-syamsu</i>)
الزَّلْزَلَةُ	<i>Al-Zalzalāh</i> (bukan <i>az-zalzalāh</i>)
الْفَلْسَفَةُ	<i>Al-Falsafah</i>
الْبِلَادُ	<i>Al-Bilād</i>

G. Hamzah

In the transliteration mechanism, the letter hamzah is an apostrophe (') only for hamzahs in the middle and end of words. However, if the hamzah is found at the beginning of the word, it is not symbolized, because hamzah in Arabic writing is written as alif.

Example:

تَأْمُرُونَ	<i>Ta'murūna</i>
النَّوْءُ	<i>Al-Nau'</i>
شَيْءٌ	<i>Syai'un</i>
أُمِرْتُ	<i>Umirtu</i>

H. Writing Arabic Words Commonly Used in Indonesian Language

In Arabic writing, the words, terms, or sentences that are transliterated are words, terms, or sentences that have not been standardized in Indonesian. These words, terms, or sentences are common words that are often written in Indonesian writing. So it is no longer written according to the transliteration method above. For example, the words Al-Qur'an (from al-Qur'ān), Sunnah, special, and general. However, when these words are part of a series of Arabic texts, they must therefore be transliterated as a whole.

Example:

- *Fī Zilāl al-Qur'ān*
- *Al-Sunnah qabl al-tadwīn*
- *Al-'Ibārāt bi 'umūm al-laḥẓ lā bi khuṣūṣ al-sabab*

I. *Lafẓ al-Jalālah* (الْ))

Lafẓ al-jalālah (glory) "Allah" (الله) preceded by particles such as jarr and other letters or acting as *muḍāf ilaih* (nominal phrase), is transliterated without the letter *hamzah* (hamzah wasal). Example:

دِينُ اللَّهِ *Dīnullāh* بِاللَّهِ *Billāh*

As for the *ta marbutah* at the end of a word that is based on *lafẓ al-jalālah*, it is transliterated with the letter *t*. Example:

هُمُ فِي رَحْمَةِ اللَّهِ *Hum fī rahmatillāh*

J. Capitalized Letters

Although Arabic writing does not recognize capital letters, in the transliteration mechanism, the writing of these letters must follow the provisions in the use of capital letters based on the Enhanced Spelling (EYD) guidelines. Capital letters, for example, are used to write the initial letter of proper names (person, place, month) and the first letter at the beginning of a sentence. When a proper name is preceded by the article (al-), the initial letter of the proper name is capitalized, not the initial letter of the article.

If the letter is at the beginning of a sentence, the letter A of the article is capitalized (Al-). The same provision also applies to the initial letter of the title of a reference preceded by the article al-, both when it is written in the text and in the reference notes (footnotes, bibliography, notes in brackets, and reference lists)..

Example:

- *Wa mā Muḥammadun illā rasūl*
- *Inna awwala baitin wuḍi‘a linnāsi lallaḏī bi Bakkata mubārakan*
- *Syahru Ramaḏān al-laḏī unzila fīh al-Qur‘ān*
- *Naṣīr al-Dīn al-Ṭūsī*
- *Abū Naṣr al-Farābī*
- *Al-Gazālī*
- *Al-Munqiz min al-Ḍalāl*

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ABSTRAK

Annisa Jannatul Firdaus, 1822015, **Transfer Internasional Perspektif Undang – undang Nomor 8 tahun 1999 tentang perlindungan konsumen dan perjanjian syariah (Studi kasus Pada Aplikasi Flip Di PT. Fliptech Lentera Inspirasi Pertiwi)**, Universitas Islam Negeri (UIN) Maulana Malik Ibrahim Malang, Pembimbing Dwi Hidayatul Firdaus, S.H, M.SI.

Kata Kunci: Tranfer dana; Perlindungan Konsumen; Perjanjian Syariah

Flip merupakan layanan keuangan digital yang menyediakan jasa transfer antar bank didalam dan luar negeri yang digunakan hampir 12 juta pengguna di Indonesia. Namun beberapa pengguna mengeluhkan kurangnya respon dari pihak Flip dalam menanggapi pengaduan mereka. Sehingga pengguna flip mempertanyakan perihal solusi penyelesaian masalah yang mereka alami. Maka, tujuan penelitian ini untuk mengetahui bagaimana Transaksi Internasional pada Aplikasi Flip menurut UU Perlindungan konsumen dan Perjanjian Syariah.

Penelitian ini merupakan jenis penelitian yuridis empiris dengan pendekatan deskriptif kualitatif, penelitian ini dilakukan melalui website mediakonsumen.com. Sumber data diperoleh melalui wawancara dan dokumentasi, dimulai dari pemeriksaan data yang kemudian dianalisis menggunakan teori yang ada dan penarikan kesimpulan.

Hasil Penelitian ini mengungkapkan bahwasannya pada syarat dan ketentuan flip terdapat klausul baku yang bertentangan dengan Pasal 18 ayat 1 sampai 4 Undang-undang perlindungan konsumen yang menjelaskan perihal ketentuan pencantuman Klausula Baku. Pasal tersebut menyatakan bahwa klausul yang bertentangan dianggap “batal demi hukum” dan pelaku usaha wajib menyesuaikan klausul baku tersebut dengan ketentuan yang ada dalam undang-undang perlindungan konsumen. Klausul dalam syarat dan ketentuan flip juga menyalahi ketentuan landasan keabsahan klausula baku dalam perjanjian Syariah yakni prinsip *al-adl* (keadilan), prinsip *as-shidiq* (kejujuran), prinsip *al-hurriyah* (kebebasan). Sehingga, seyogyanya pihak flip selaku pihak yang lebih kuasa untuk menentukan isi perjanjian antara kedua belah pihak, untuk lebih memperhatikan ketentuan Undang-undang perlindungan konsumen dan perjanjian syariah, agar salah satu dari kedua belah pihak tidak merasa dirugikan dari kesepakatan yang telah terjalin.

ABSTRACT

Annisa Jannatul Firdaus, 1822015, **International Transfer in the Perspective of Law Number 8 of 1999 concerning consumer protection and sharia agreements (Case study on Flip Application at PT. Fliptech Lentera Inspirasi Pertiwi)**, State Islamic University (UIN) Maulana Malik Ibrahim Malang, Supervisor Dwi Hidayatul Firdaus, S.H, M.SI.

Keywords: Fund Transfer; Consumer Protection; Sharia Agreement

Flip is a digital financial service that provides domestic and overseas interbank transfer services used by nearly 12 million users in Indonesia. However, some users complained about the lack of response from Flip in responding to their complaints. So that flip users question the solution to the problem they are experiencing. So, the purpose of this study is to find out how International Transfers in the Flip Application according to the Consumer Protection Law and Sharia Agreements.

This research is a type of empirical juridical research with a qualitative descriptive approach, this research was conducted through the *mediakonsumen.com* website. Data sources are obtained through interviews and documentation, starting from examining the data which is then analyzed using existing theories and drawing conclusions.

The results of this research reveal that in the flip terms and conditions there are standard clauses that conflict with Article 18 paragraphs 1 to 4 of the Consumer Protection Law which explains the provisions for the inclusion of Standard Clauses. The article states that conflicting clauses are considered “null and void”, also business actors are required to adjust the standard clauses to the provisions in the consumer protection law. The clauses in flip's terms and conditions also violate the provisions of the basis for the validity of standard clauses in Sharia agreements, namely the principle of *al-adl* (justice), the principle of *as-shidiq* (honesty), the principle of *al-hurriyah* (freedom). So, the flip party as the party with more power to determine the contents of the agreement between the two parties, should pay more attention to the provisions of the consumer protection law and sharia agreements, so that one of the two parties does not feel disadvantaged from the agreement that has been established.

ملخص البحث

أنيسة جنة الفردوس, 18220115, قانون منظور النقل الدولي رقم 8 لعام 1999 بشأن حماية المستهلك والاتفاقيات الشرعية, (دراسة حالة حول تطبيق Flip في PT.Fliptech lentera Inspirasi (Pertiwi), الجامعة الإسلامية الحكومية مولانا مالك إبراهيم مالانج , المشرف الأستاذ دوي هداية الفردوس

الكلمات المفتاحية: تحويلات الأموال ؛ حماية المستهلك؛ اتفاقية الشرعية

Flip هي خدمة مالية رقمية توفر خدمات التحويل بين البنوك المحلية والخارجية التي يستخدمها ما يقرب من 12 مليون في الرد على شكاواهم. بحيث Flip مستخدم في إندونيسيا. ومع ذلك ، اشتكى بعض المستخدمين من عدم استجابة يتساءل المستخدمون الوجهيون عن حل المشكلة التي يواجهونها. لذا فإن الغرض من هذه الدراسة هو معرفة كيفية التحويلات الدولية في تطبيق فليب وفقا لقانون حماية المستهلك والاتفاقيات الشرعية.

هذا البحث هو نوع من البحوث القانونية التجريبية ذات المنهج الوصفي النوعي، وقد تم إجراء هذا البحث من خلال يتم الحصول على مصادر البيانات من خلال المقابلات والتوثيق ، بدءا من .mediakonsumen.com موقع فحص البيانات التي يتم تحليلها بعد ذلك باستخدام النظريات الموجودة واستخلاص النتائج.

تكشف نتائج هذا البحث أنه في الشروط والأحكام الأخرى هناك بنود قياسية تتعارض مع المادة 18 الفقرات من 1 إلى 4 من قانون حماية المستهلك والتي توضح أحكام إدراج البنود القياسية. تنص المادة على أن البنود المتضاربة تعتبر لاغية وباطلة ويطلب من الجهات الفاعلة في مجال الأعمال تعديل البنود القياسية مع أحكام قانون حماية المستهلك. كما تنتهك البنود الواردة في شروط وأحكام فليب أحكام أساس صحة البنود القياسية في الاتفاقيات الشرعية، وهي مبدأ العدل ومبدأ الصديق ومبدأ الحرية. لذا ، يجب على الطرف الآخر باعتباره الطرف الذي يتمتع بسلطة أكبر لتحديد محتويات الاتفاقية بين الطرفين ، أن يولي المزيد من الاهتمام لأحكام قانون حماية المستهلك والاتفاقيات الشرعية ، حتى لا يشعر أحد الطرفين بالحرمان من الاتفاقية التي تم إنشاؤها.

CHAPTER I

INTRODUCTION

A. Research Background

Humans as social creatures zoon political.¹ where humans always relate to each other to fulfill their needs, humans are also creatures who have the nature to live in society. Every person's life association performs actions in relation to other people called *muamalah*..²

With the relationship with each other, a law is needed that can regulate the relationship, because if there is no law that regulates it, then human life in terms of dealing with each other, there will be chaos and instability. So that in carrying out muamalah activities must be in accordance with Islamic rules and rules.³

Muamalah is basically halal, but it is still possible in the muamalah to contain haram elements due to the arguments that prohibit it. This is in line with a fiqh rule relating to muamalah including:

الأَصْلُ فِي الْمَعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلُّ دَلِيلٌ عَلَى تَحْرِيمِهَا

¹ C.S.T. Kansil, *Pengantar Ilmu Hukum dan Tata Hukum Indonesia* (Jakarta: Balai Pustaka, 1983), 27

² Ahmad Azhar Basyir, *Asas-Asas Hukum Muamalat*, (Yogyakarta: UII Press, 2000), 11

³ Darmawati, "Akad dalam Transaksi Ekonomi Syari'ah" *Sulesana*, no. 2(2018): 143-144
<https://doi.org/10.24252/sulesana.v12i2.7578>

“The original law in all forms of muamalah is permissible, unless there is evidence that forbids it.”⁴

In this digital era, the development of technology and information is also growing rapidly, where digital technology is increasingly sophisticated so that it has a big impact on the major transformation of the world. With technology, humans are also given the convenience facilitated by digital technology by making it easier for humans to gain access to information.⁵ This of course also affects the aspect of doing business. Therefore, the concept of contemporary fiqh mu'amalah also emerged as a series of Islamic legal rules governing the pattern of contracts or transactions between humans regarding property that occurs in the present.⁶

One form of transaction is money transfer. This activity is an activity that has always existed and continues to develop in the community. Starting from non-bank services, then developing with bank services, until finally it is done on its own, without having to come to a bank or non-bank office, such as through ATMs, internet banking or through services. *mobile banking*.⁷ Fund transfer activities can almost be done anywhere and anytime. The convenience and speed of the transaction process

⁴ Neneng Hasanah, Hamzah “ Kaidah-kaidah Islam Menjawab Permasalahan Umat dan Ekonomi Umat: ,” *Asy-Syari'ah*, no. 1(2019): 44 <http://dx.doi.org/10.15575/as.v21i1.4617>

⁵ Wawan Setiawan, (Pendidikan Karakter Berbasis Kearifan Lokal untuk Menghadapi Isu-isu Strategis terkini di Era digital), in Seminar Nasional Pendidikan 2017: Era digital dan Tantangannya, (Sukabumi: Universitas Pendidikan, 2017), 1, accessed Juli 23, 2022, [87779963.pdf \(core.ac.uk\)](http://87779963.pdf(core.ac.uk))

⁶ Nur Chamidah Intania, “Analisis Hukum Islam terhadap Penggunaan Aplikasi Flip dalam Proses Transfer ke Bank Lain.”(Undergraduate thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2021), 1 <http://digilib.uinsby.ac.id/id/eprint/48309>

⁷ Abdul Wahab Khalil, “Transfer Dana Dalam Perspektif Hukum Islam,” *Al-Hurriyah*, No.2, (2014), 23 <https://doi.org/10.30983/alhurriyah.v15i2.615>

is also increasingly felt by the community. And it is reflected in the statistics of the volume and value of transactions that continue to increase in line with the increasing business of the community in economic activities.

Along with the development of fund transfer transactions that are increasingly accelerating in Indonesia, today there are many m-banking and e-payment / e-money (electronic payment) applications such as: BRIS Online, BCA Mobile, BNI Mobile Banking, Dana, OVO, GoPay and others. These applications also provide convenience to the public in general, where their use is not only to transfer funds by directly being able to be carried out through their respective smartphones without having to come directly to the bank, but other uses are as a means of online or online buying and selling transactions.

Another benefit of transferring funds or e-payment is also an effort to support the green technology movement by reducing the use of paper.⁸ But in addition, there are difficulties faced by the public in the process of transferring funds, namely the existence of a large enough charge (additional fee) of Rp.6,500,- to Rp.7,500,- in every transfer transaction between different bank accounts.

The existence of this problem triggers the presence of various new innovations, including the emergence of applications that offer convenience for interbank transfers without charge (additional fees), one of which is Flip. The proliferation of

⁸ Agung Firmansyah dkk, "Pengembangan Alternatif Model E-Payment B2C (Business to Consumer) Untuk Masyarakat Indonesia", *Jurnal Sistem Informasi* , No. 1 (2012) , 42 <https://doi.org/10.21609/jsi.v5i1.261>

startup businesses has made these business actors compete to make novelty in their digital financial products. Unlike other e-payment applications, Flip is an application for transferring to the intended bank account without having to top up the balance or open an account as in bank transactions when you want to make a transaction, this cannot be done in transactions in the Flip application because its function is only as an intermediary. This application works as a bridge transaction between banks.⁹

In its use, it is enough to make a transfer first to Flip's account which is the same as the bank account that the user has. Then by Flip the money will be forwarded to the destination account. Flip has collaborated with many banks, both the transfer source bank and the transfer destination bank. At this time Flip can also be used to transfer from and to: BNI Syariah, BNI, BRI, Mandiri Syariah, Mandiri, BCA, CIMB Niaga, CIMB Niaga Syariah, Bank Muamalat, BTPN Bank, BTPN Wow, Jenius, Permata Bank, Permata Bank Syariah, BRI Syariah and Digibank. This is different from one of the similar applications, LinkAja, where in this application, it is still limited to making transfers between banks without fees but with source banks and destination banks which are BUMN Banks such as Mandiri, BRI, BNI and BTN.

The Flip application provides several advantages with fairly easy transfer steps, namely by transferring the desired amount of money with an additional nominal unique code as a transaction identifier which will later enter the user's own

⁹ Nur Chamidah Intania, "Analisis Hukum Islam terhadap Penggunaan Aplikasi Flip dalam Proses Transfer ke Bank Lain."(Undergraduate thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2021),2 <http://digilib.uinsby.ac.id/id/eprint/48309>

application deposit balance. The deposit balance can be used to buy credit, data packages, electricity tokens that are available as well as Flip services in the application. In addition, users can also withdraw the Flip deposit balance which will be immediately sent or transferred back to the user's bank account if the deposit balance has reached the minimum balance that can be withdrawn, which is Rp.10,000,-.

No wonder, if the Flip application is used by nearly 12 million users in Indonesia. Flip is a Fintech-based application, because the FLIP Application is an application managed by PT Fliptech Lentera Inspirasi Pertiwi, which is an Indonesian financial technology company. So that the Flip Application is under the auspices and supervision of Bank Indonesia and the Financial Services Authority. And the security of transactions using this application is guaranteed because the entire transfer process is carried out using a bank system, so the money will definitely reach the destination account safely. As with transfers in general, in the transfer process through Flip there is also a receipt of proof of transfer. Flip's fund transfer activities have also been guaranteed legality because they have been licensed by Bank Indonesia with license number 18/196/DSKP/68.¹⁰

Because Flip is under the auspices of Bank Indonesia, it must comply with the provisions of Bank Indonesia Regulation No. 19/12/RBI/2017 concerning the Implementation of Financial Technology, dated November 30, 2017, regulating

¹⁰ Flip“Transfer Antar Bank Tanpa Biaya” *Flip*, diakses 4 september 2022,<https://flip.id/landing>

fintech activities that require licensing or registration related to monetary stability, financial system stability, and payment systems.¹¹ The Bank Indonesia regulation also emphasizes the principles of consumer protection as well as risk management and prudence in order to maintain the stability of the three elements above.

But in fact, there are facts in the field that there are many complaints from some Flip users, where they complain about Flip's lack of response when they complain about their problems to Flip. And also they question about legal protection and problem solving solutions, which are their rights as consumers.

These complaints were submitted on a website called mediakonsumen.com, the website is a startup dedicated to becoming the first and largest consumer community social media in Indonesia, to share stories, experiences, opinions, reviews, information and more, for consumers who need consideration before buying a product or service can read the experiences of consumers who publish their experiences on the website.

One of the complaints was submitted by a user named Feriadi who complained that on August 05, 2022, he first tried for the first time using the Flip application to transfer abroad, precisely to Slovenia. he has often made transfers to recipient accounts since 2018 and previously there were never any problems.

¹¹ Winne Yamashita Rolindrawan, Harry Kuswara, Fintech 2022, diakses dari [lexology-gtdt-fintech-2022-indonesia.pdf \(ssek.com\)](https://www.lexology.com/library/detail.aspx?l=121222) , pada tanggal 23 july 2022, 08.19, 118

However, on August 9, the application and incoming email stated that the transaction he had made was complete (finished). Then he immediately sent proof of transaction which from the beginning he felt was incomplete (because there was no written recipient's full account number, or swift code, IBAN used to go abroad), when he sent it to the recipient's email. After a few days, he started asking the recipient because there was no reply from the recipient, and in fact the recipient confirmed that there was no transfer of the amount he sent.

After that, he tried to contact Flip's customer service immediately, and after that he was given a transaction reference number. However, the recipient did not find the reference in question. To make it easier, they asked Ferdi to send more complete proof of transfer. And until the time he wrote his complaint on the mediakonsumen.com website he had not been sent by Flip for proof of this transfer. In his complaint uploaded on the website, he has not received a response from the flip at all.¹²

Feriyadi's complaint is one of several complaints published by other Flip users on the mediakonsumen.com website page. And from these complaints, it is necessary to review the application of consumer protection principles based on Law no. 8 of 1999 concerning Consumer Protection, has it really been applied by the flip in carrying out its transactions with Flip users.

¹² Feriadi, "Transfer Ke Luar Negeri Pakai Aplikasi Flip Sudah 2 Minggu Tidak Terkirim," *Media Konsumen*, 22 Agustus 2022, diakses 28 Agustus 2022, <https://mediakonsumen.com/2022/08/22/surat-pembaca/transfer-ke-luar-negeri-pakai-aplikasi-flip-sudah-2-minggu-tidak-terkirim>

This research is important because the researcher is a Flip application user and the researcher hopes that the incident that happened to Mr. Ferdi will not happen again in the future, especially to researchers who are also users so that with this fact the researcher is interested in conducting field research with the title **“International Transfer on Flip Application Perspective of Law Number 8 of 1999 concerning Consumer Protection and Sharia Agreement (Case Study at PT Fliptech Lentera Inspirasi Pertiwi)”**

B. Statement of Problem

In accordance with the background described above, there are two problem formulations in this study, namely:

1. How is International Transfer on Flip Application from the perspective of consumer protection law (Case study at PT Fliptech lentera Inspirasi Pertiwi) ?
2. How is International Transfer on Flip Application in the Perspective of Sharia Agreement (Case study at PT Fliptech lentera Inspirasi Pertiwi) ?

C. Objective of Research

In accordance with the problem formulation mentioned above, there are two objectives in this study, namely:

1. To describe International Transfer on Flip Application from Perspective of Law Number 8 of 1999 concerning consumer protection (Case study at PT Fliptech lentera Inspirasi Pertiwi).

2. To reveal International Transfer on Flip Application in the Perspective of Sharia Agreement (Case study at PT Fliptech Lentera Inspirasi Pertiwi).

D. Benefit of Research

The results of this study are expected to provide the following benefits this research:

1. Theoretically

As a contribution of thought and adding references in the field of sharia economic law and the development of other social sciences.

2. Practically

- a. Usefulness for private companies (PT.Fliptech Lentera Inspirasi

Pertiwi): This research is expected to be input for Flip companies so that they not only pay attention to how to get a profit, and satisfy customers, but can also pay attention to the form of transactions used in all the features offered in the flip application so that all parties get benefits.

- b. Usefulness for other researchers:

The results of this study are expected to be helpful in presenting information for conducting similar research.

E. Operational Definition

In order to more easily understand the contents of the discussion of this research, it is necessary to explain some keywords that have a very close relationship with this research:

1. Transfer is a remittance received by a bank including the result of an inkaso

collected through the bank, which will be forwarded to another bank to be paid to the customer.

2. Transaction is an agreement between buyer and seller to exchange goods, services or financial instruments. While International Transactions are trade transaction activities between one country and another, both regarding goods or services, and are carried out across the regional boundaries of a country.
3. The Flip application is an application managed by PT Fliptech Lentera Inspirasi Pertiwi which uses it to transfer between banks without fees which are used to transfer between banks for free via application or web. Flip, this money transfer application can be used by those of you who have Android and iOS smartphones.
4. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia. Flip.id is a pioneer provider of free interbank transfer services.
5. Law on Consumer Protection, is a law that regulates consumer protection. what is meant by consumer protection is all efforts that ensure legal certainty to provide protection to consumers.
6. Sharia Agreement is a law that regulates agreements or agreements that are deliberately made in writing based on sharia principles, as evidence for interested parties.

F. Structure of Discussion

In order to facilitate the preparation of this paper, it will be arranged first regarding the systematics or order of discussion.

Chapter I is an introduction that contains the background of the problem, problem formulation, problem objectives, research benefits, operational definitions and systematic discussion.

Chapter II is a literature review containing previous research and theoretical foundations.

Chapter III is a research method that contains the type of research, research approach, research location, sampling method, types and sources of data, data collection methods and data processing methods.

Chapter IV is the results of research and discussion which contains about

1. Analysis of international transactions in the flip application from the perspective of Law no. 8 of 1999 concerning Consumer Protection, the results of interviews and documentation obtained from Flip Application users, especially the flip globe feature that publishes complaints on the consumer.com media website and flip users. globe lainnya yang pernah mengalami masalah saat melakukan transaksi.
2. Discussion of International Transfers on the Flip Globe application according to the Sharia agreement.

Chapter V is a closing that contains conclusions and suggestions.

CHAPTER II

LITERATURE REVIEW

A. Previous Research

1. The thesis entitled "Analysis of Interest in Using the Flip Application in the Perspective of Maqashid Syariah and Review of the Technology Acceptance Model (TAM)" was prepared by Firman Sahroni, a student of Muhammadiyah Jember University. In this study, it analyzes the suitability of the concept, mechanism, flip application with maqashid sharia and analyzes the positive influence of the usefulness and convenience of the flip application.¹³ The difference between research conducted by Firman Sahroni and research that will be discussed by researchers lies in the subject matter. In this study specifically discusses International Transaction Transfers in the Flip Globe feature in the Flip application from the perspective of the Consumer Protection Law and Sharia Agreements. While the equation of the two is on the object of research, namely the flip application, which is a free interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.
2. The thesis entitled "Islamic Law Analysis of the Use of the Flip Application in

¹³ Firman Sahroni, "Analisis Minat Menggunakan Aplikasi Flip dalam Perspektif Maqashid Syariah dan Tinjauan Technology Acceptance Model (TAM)." (Thesis, Universitas Muhammadiyah Jember, 2020), <http://repository.unmuhjember.ac.id/id/eprint/14099>

the Transfer Process to Other Banks" was prepared by Nur Chamidah Intania, a student of Sunan Ampel Surabaya State Islamic University. In this study, it analyzes the practice of using the Flip application in the transfer process to other banks which is reviewed by Islamic law and Fatwa DSN MUI.¹⁴ The difference between the research conducted by Nur Chamidah Intania and the research that will be discussed by researchers lies in the subject matter. In this study specifically discusses case studies on the Flip application in the process of transferring abroad from the perspective of the consumer protection law and sharia agreements. While the similarity lies in the same research object, namely the Flip application, which is a free interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.

3. The thesis entitled "Transferring Funds Between Banks Without Administration Fees Through the Flip Application Islamic Business Ethics Review" was prepared by Bangun Seto Dwi Murti, a student of the State Islamic Institute (IAIN) Surakarta. In this study, it analyzes the implementation of financial technology to transfer funds between banks without administrative fees through the Flip application and to find out the review of Islamic business ethics on the transfer of

¹⁴ Nur Chamidah Intania, "Analisis Hukum Islam terhadap Penggunaan Aplikasi Flip dalam Proses Transfer ke Bank Lain." (Undergraduate thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2021), <http://digilib.uinsby.ac.id/id/eprint/48309>

funds between banks without administrative fees through the Flip application. The difference between the research conducted by Bangun Seto Dwimurti and the research that will be discussed by researchers lies in the research review. In this study, the research review uses the Consumer Protection Law and Sharia Agreements. While the similarity lies in the same research object, namely the flip application, which is a fee-free interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.

4. The journal entitled "Buying and Selling with a Fund Transfer System through a Bank in Islamic View" was prepared by Syamsul Effendi, a student of the Islamic University of North Sumatra. This research analyzes buying and selling with payment through a transfer system to a bank in the city, outside the city / region or abroad, as well as how transactions use the transfer system, terms and reviews of shar'i law.¹⁵ The difference between research conducted by Syamsul Effendi and research that will be discussed by researchers lies in the subject matter. In this study specifically discusses International Transfers in the Flip application and is reviewed from the perspective of the Consumer Protection Law and Sharia Agreements. While the similarity lies in the same research object, namely the Flip application, which is a free interbank transfer application used for free interbank

¹⁵ Syamsul Effendi, "Jual Beli Dengan Sistem Transfer Dana Melalui Bank Dalam Pandangan Islam," *Jurnal Riset Akuntansi Multiparadigma (JRAM)*, Vol. 4. No. 3. (2017) <https://doi.org/10.30743/akuntansi.v4i3.334>

transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.

5. The journal entitled "Transfer of Funds in the Perspective of Islamic Law" was compiled by Abdul Wahab Khalil, a lecturer at IAIN Kediri. In this study analyzes the research aims to describe the concept of money transfer in fiqh, and investigate its relevance to current banking issues, and by explaining the notion of remittances, classification, and the process. The difference between the research conducted by Abdul Wahab Khalil and the research that will be discussed by researchers lies in the subject matter.¹⁶ In this study specifically discusses money transfers abroad in the Flip application and is reviewed from the perspective of the Consumer Protection Law and Sharia Agreements. While the similarity lies in the same subject matter, namely both discussing the transfer of funds.

No.	Researchers	Titles	Differences	Similarities
1.	Firman Sahroni (University of Muhammadiyah Jember)	Analysis of Interest in Using the Flip Application in the Maqashid Sharia Perspective and Technology	In Firman Sahroni's research Analyzes the suitability of the concept, mechanism,	The similarity lies in the same research object, namely the flip application, which is a free interbank transfer

¹⁶ Abdul Wahab Khalil, "Transfer Dana Dalam Perspektif Hukum Islam," *Al-Hurriyah*, Vol. 15, No. 2, (2014) <https://doi.org/10.30983/alhurriyah.v15i2.615>

		Acceptance Model (TAM) Review.	flip application with maqashid sharia and analyzes the positive effect of the usefulness and convenience of the flip application. The difference between the research conducted by Firman Sahroni and the research that will be discussed by researchers lies in the subject matter. In this study specifically discusses the Transfer of International Transactions in the Flip Globe feature in the Flip application from the perspective of the Consumer Protection Law and Sharia Agreements.	application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.
2.	Nur Chamidah Intania	Islamic Law Analysis of the Use	In Nur Chamidah Intania's research, she	The similarity lies in the same research

	<p>(Sunan Ampel State Islamic University Surabaya)</p>	<p>of the Flip Application in the Transfer Process to Other Banks.</p>	<p>analyzed the practice of using the Flip application in the transfer process to other banks in terms of Islamic law and Fatwa DSN MUI. The difference between the research conducted by Nur Chamidah Intania and the research that will be discussed by researchers lies in the subject matter. In this study specifically discusses case studies on the Flip application in the process of transferring abroad from the perspective of the consumer protection law and sharia</p>	<p>object, namely the flip application, which is a free interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.</p>
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			agreements.	
3.	Bangun Seto Dwimurti (Institut Agama Islam Negeri (IAIN) Surakarta.	Transferring Funds Between Banks Without Administration Fees Through the Flip Application Islamic Business Ethics Review.	In Bangun Seto Dwi Murti's research, he analyzes the implementation of financial technology to transfer funds between banks without administrative fees through the Flip application and to find out the review of Islamic business ethics on the transfer of funds between banks without administrative fees through the Flip	The similarity lies in the same research object, namely the flip application, which is a free interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.

			<p>application..¹⁷ The difference between the research conducted by Bangun Seto Dwi Murti and the research that will be discussed by the researcher lies in the research review. In this study, the research review uses the Consumer Protection Law and Sharia Agreements.</p>	
4.	Syamsul Effendi (Islamic University of North Sumatra).	Buying and selling with a fund transfer system through a bank in the view of Islam	Syamsul Effendi's research analyzes buying and selling with payment through a transfer system to a	The equation lies in the same object of discussion, namely the flip application, which is a free

¹⁷ Bangun Seto Dwimurti, "Transfer Dana Beda Bank Tanpa Biaya Administrasi Melalui Aplikasi Flip Tinjauan Etika Bisnis Islam"(Undergraduate thesis, Institut Agama Islam Negeri Surakarta, 2020), <http://eprints.iain-surakarta.ac.id/id/eprint/693>

			<p>bank in the city, outside the city / region or abroad, as well as how transactions use the transfer system, terms and reviews of shar'i law. The difference between the research conducted by Syamsul Effendi and the research that will be discussed by researchers lies in the subject matter. In this study specifically discusses International Transfers in the Flip application and is reviewed from the perspective of the</p>	<p>interbank transfer application used for free interbank transfers via Android and iOS smartphone applications and the web. The manager of this application is PT. Fliptech Lentera Inspirasi Pertiwi or Flip.id is a digital financial service from Depok, Indonesia.</p>
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			Consumer Protection Law and Sharia Agreements.	
5.	Abdul Wahab Khalil Lecturer (IAIN Kediri)	Funds Transfer in the Perspective of Islamic Law.	In Abdul Wahab Khalil's research, he analyzed this research to describe the concept of money transfer in fiqh, and investigate its relevance to current banking issues, and by explaining the meaning of remittances, their classification, and the process. The difference between the research conducted by Abdul Wahab Khalil and the research that will be discussed by researchers lies in the	The equation in this study lies in the same object of discussion, namely both discussing the transfer of funds and reviewed with fiqh muamalah.

			<p>subject matter.¹⁸ In this study specifically discusses the transfer of money abroad in the Flip application and is reviewed from the perspective of the Consumer Protection Law and Sharia Agreements.</p>	
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B. Theoretical

1. Fund Transfer Dana

a. Definition of Transfer

Transfer is one of the bank services that is commonly used by people today. Fund transfer according to the banking dictionary is the movement of funds between related accounts or to third party accounts. Meanwhile, the definition of fund transfer (remittance) through a bank is sending money at the request of the sending party by using a bank as an intermediary. The bank gives pay instructions to other banks in the place

¹⁸ Abdul Wahab Khalil, "Transfer Dana Dalam Perspektif Hukum Islam," *Al-Hurriyah*, Vol. 15, No. 2, (2014) <https://doi.org/10.30983/alhurriyah.v15i2.615>

where the recipient of the shipment is located or to the bank desired by the recipient of the remittance so that the money is paid to the intended party.¹⁹

In Bank Indonesia Regulation (PBI) Number. 14/23/PBI/2012 Article 1 paragraph 1 fund transfer is defined as a series of activities starting with an order from the original sender which aims to transfer a certain amount of funds to the recipient mentioned in the fund transfer order until the receipt of funds by the recipient.²⁰

And the parties involved in the transfer activities are as follows: Sending party (remitter, transferor)

- a) The sending bank (remitting bank, transferor bank)
- b) The receiving party (beneficiary, transferee).
- c) Paying bank (paying bank) .
- d) The reimbursing bank.

Fund transfer transactions can be done either conventionally or electronically.

- a) Conventional fund transfer²¹

¹⁹Trias Palupi Kurnianingrum, "Urgensi Pembentukan Undang-undang Tentang Transfer Dana Dalam Perspektif Perlindungan Kepentingan Nasabah" Kajian, no. 2(2010): 287 <https://doi.org/10.21776/>

²⁰ Pasal 1 ayat 1 Peraturan Bank Indonesia (PBI) Nomer. 14/23/PBI/2012 tentang Transfer Dana

²¹ Bangun Seto Dwimurti, "Transfer Dana Beda Bank Tanpa Biaya Administrasi Melalui Aplikasi Flip Tinjauan Etika Bisnis Islam" (Undergraduate thesis, Institut Agama Islam Negeri Surakarta, 2020), 31-32 <http://eprints.iain-surakarta.ac.id/id/eprint/693>

- b) Electronic transfer of funds (Electronic transfer) is divided into two, namely: ²²
 - a. Batch transmission
 - b. More customer-activated transfers. ²³

b. Fund Transfer Legislation

The factor of legal certainty and protection for related parties is the main and very important factor in the transfer of funds. To realize these efforts and in order to achieve the ultimate goal of maintaining the security and smoothness of the payment system, it is necessary to have comprehensive regulations on fund transfer activities. The following are the laws and regulations governing fund transfers:²⁴

- a) Law Number 3 Year 2011 on Funds Transfer
- b) Bank Indonesia Regulation Number 14/23/PBI/2012 on Fund Transfer
- c) Bank Indonesia Circular Letter Number 15/23/DASP dated June 27, 2013 regarding the Implementation of Fund Transfers.

²² *Trias Palupi Kurnianingrum*, "Urgensi Pembentukan Undang-undang Tentang Transfer Dana Dalam Perspektif Perlindungan Kepentingan Nasabah" *Kajian*, no. 2(2010): 288 <https://doi.org/10.21776/>

²³ *Trias Palupi Kurnianingrum*, "Urgensi Pembentukan Undang-undang Tentang Transfer Dana Dalam Perspektif Perlindungan Kepentingan Nasabah" *Kajian*, no. 2(2010): 288 <https://doi.org/10.21776/>

²⁴ Bangun Seto Dwimurti, "Transfer Dana Beda Bank Tanpa Biaya Administrasi Melalui Aplikasi Flip Tinjauan Etika Bisnis Islam" (Undergraduate thesis, Institut Agama Islam Negeri Surakarta, 2020), 29 <http://eprints.iain-surakarta.ac.id/id/eprint/693>

c. Classification of Fund Transfers

From the definition of transfer above, we can know that transfer activities can be classified into two: domestic transfer and cross-border transfer. These two kinds of transfers have different methods and characteristics, one from the other, so the laws of both will also be different. The Law of the Republic of Indonesia Number 3 Year 2011 on fund transfers divides fund transfers into two, namely:²⁵

a. Domestic transfer

An inter-organizer or intra-organizer fund transfer in rupiah where the sending organizer and receiving organizer are all located in the territory of the Unitary State of the Republic of Indonesia involving Organizers in Indonesia, as long as the Fund Transfer Order has been or is still located in the territory of the Unitary State of the Republic of Indonesia.

b. Overseas transfer

Inter-organizer or intra-organizer fund transfer in foreign currency which the sending organizer and the receiving organ are outside the territory of the State or from outside the territory of the Unitary State of the Republic of Indonesia. Indonesia involving an

²⁵ Abdul Wahab Khalil, "Transfer Dana Dalam Perspektif Hukum Islam," *Al-Hurriyah*, No.2, (2014), 25-26 <https://doi.org/10.30983/alhurriyah.v15i2.615>

Organizer in Indonesia, as long as the Fund Transfer Order has been or is still in the territory of the Unitary State of the Republic of Indonesia.

2. Remittance

a. Definition of remittances

In general, the definition of remittances is the transfer of funds (money) made by workers abroad to recipients (families) in their home countries. In addition to international financial assistance, money sent by migrant workers is one of the largest financial flows in developing countries. Remittances are transfers of money in the form of foreign exchange (forex) both for incoming and outgoing from abroad and into the country (Bank Indonesia).²⁶

According to the Financial Services Authority (OJK) Remittances are money transfer services carried out by senders from Indonesia to recipients abroad and vice versa. For shipments from Indonesia to abroad, it is called Outward Remittance, for example parents sending money to their children who are studying abroad. For sending from abroad to

²⁶ Dimas Dwi Kurniawan, "Pengaruh Inflasi, Penanaman Modal Asing (Pma), Dan Penerimaan Remitansi Terhadap Nilai Tukar Rupiah (Undergraduate thesis", Universitas Islam Negeri Sumatera Utara Medan, 2020), 30-31 <http://repository.uinsu.ac.id/id/eprint/10832>

Indonesia, it is called Inward Remittance, for example Indonesian Migrant Workers (TKI) sending money to their families in Indonesia..²⁷

b. Remittance Distributing Parties

The Financial Services Authority classifies the official channels for sending and receiving remittance services into three parties, as follows:²⁸

- a) Bank
- b) Remittance Service Provider:
- c) Post office

Senders should be wary of unlicensed remittance service providers or individuals or groups offering remittance services without a legal entity.

c. Foreign Exchange Rates

Regarding remittances, of course it will not be separated from the discussion about foreign exchange rates. Foreign exchange rates have their own definitions between exchange rates and foreign exchange. What is meant by foreign exchange is foreign currency such as the US dollar, British pound sterling, Malaysian ringgit and so on. If there is international

²⁷Otoritas Jasa Keuangan, « Layanan Jasa Pengiriman Uang (Remitansi),» Sikapi uangmu., Agustus 10, 2022, https://sikapiuangmu.ojk.go.id/FrontEnd/images/FileDownload/434_perbankan-19%20kirim%20uang%20cepat_2018_small.pdf

²⁸Otoritas Jasa Keuangan, « Layanan Jasa Pengiriman Uang (Remitansi),» Sikapi uangmu., Agustus 10, 2022, https://sikapiuangmu.ojk.go.id/FrontEnd/images/FileDownload/434_perbankan-19%20kirim%20uang%20cepat_2018_small.pdf

trade between countries, each country needs foreign exchange for foreign payment, which in the world of trade is called foreign exchange.²⁹

There is another definition of Foreign Exchange or the abbreviated word "Forex" is freely defined as currency or legal tender in another country. Forex is a system in which forex helps increase purchasing power between countries, obtain or provide credit for international trade transactions, and minimize the risk of losses caused by the ups and downs of currency exchange rate statistics, caused by different currency values in each country.³⁰

While the exchange rate is the exchange rate of a country's currency with other countries, the foreign exchange rate can be summarized as the amount of domestic currency that must be spent to obtain one unit of foreign currency (eg rupiah in Indonesia), namely how many rupiahs are needed to buy one unit of foreign currency.³¹

²⁹ Muhammad Sulhan, "Transaksi Valuta Asing (*Al-Sharf*) dalam Prespektif Islam," *Iqtishoduna*, no. 2(2008): 2 <http://ejournal.uin-malang.ac.id/index.php/ekonomi/article/view/257> “

³⁰ Hernawaty, Heriyati Chrisna, Noviani, "Transaksi valas dalam perspektif konvensional dan syariah". *Jurnal Akuntansi Bisnis dan Publik*, no. 1(2020): 3 <https://jurnal.pancabudi.ac.id/index.php/akuntansibisnisdanpublik/article/view/951>

³¹ Cita Agustinus, Melitina Tecualu, . "Pengaruh Perubahan Kurs Valuta Asing dan Jumlah Uang yang Beredar Terhadap Perubahan IHSG". *Ilmiah Manajemen Bisnis*, no.2. (2014): 112 <http://ejournal.ukrida.ac.id/ojs/index.php/IMB/article/view/539>

According to Siamat, a foreign exchange rate is the price of a currency expressed in another currency. Foreign exchange transactions will always depend on the exchange rate of a country's currency and may change at any time, according to the economic conditions of the country. The existence of fluctuations in exchange rates and the need for currency conversion will attract parties with an interest in foreign exchange such as investors, exporters, importers or even speculators to conduct foreign exchange transactions.³²

3. Financial Technology

a. Definition of Financial Technology

Financial Technology (Fintech), in Indonesian terms is defined as Financial Technology is technology used in the financial system that creates new products, services, technologies, and business models that have an impact on monetary stability, financial system stability, and/or the efficiency, smoothness, security, and reliability of the payment system.

The following are the types of Fintech:

a) Investment Management and Risk Management

³² Muhammad Sulhan, "Transaksi Valuta Asing (*Al-Sharf*) dalam Prespektif Islam," *Iqtishoduna*, no. 2(2008): 2

<http://ejournal.uin-malang.ac.id/index.php/ekonomi/article/view/257> “

- b) Financial Services
- c) *Payment Channel/System*
- d) *Digital Banking*
- e) *Online/Digital Insurance*
- f) *P2P Lending Peer to peer (P2P) Lending*
- g) *Crowdfunding*.³³

Along with the development of fintech in Indonesia, a regulation is needed to develop the interests of the fintech industry and protect the public as users. The government, through Bank Indonesia (BI) and the Financial Services Authority (OJK), has the authority to supervise and regulate fintech according to its classification. So that both of them set technical provisions in regulations related to fintech, including POJK No. 77/POJK.01/2016 concerning Financial Technology-Based Money Lending and Borrowing Services (POJK Fintech), PBI No. 19/12/PBI/2017 concerning the Implementation of Financial Technology (hereinafter referred to as PBI Fintech), PBI No. 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing, PBI

³³ Ratnawaty Marginingsih, "Analisis SWOT Technology Financial (FinTech) Terhadap Industri Perbankan". *Cakrawala*, No. 1, (2019),58 <https://doi.org/10.31294/jc.v19i1.4893>

No. 11/12/PBI/2009 concerning Electronic Money which has been amended in PBI No. 16/8/PBI/2014.³⁴

4. Flip Application

a. Flip Brief Profile

Flip is an application that can be used to make bank transfers without fees. This application works as a bridge transaction between banks. Users simply transfer to Flip's bank account which is the same as the bank account that the user has then by Flip will be forwarded to the destination account. The security of transactions using this application is guaranteed because the entire transfer process is carried out using the bank system, so the money will definitely reach the destination account safely. Flip's fund transfer activities have also been guaranteed legality because they have been licensed by Bank Indonesia with license number 18/196/DSKP/68.³⁵

The license from Bank Indonesia was obtained by Flip on October 4, 2016. Flip only has a license from Bank Indonesia without a license from OJK (Financial Services Authority) which is because Flip is a fund transfer company which is under the auspices of Bank Indonesia.

³⁴ Bangun Seto Dwimurti, "Transfer Dana Beda Bank Tanpa Biaya Administrasi Melalui Aplikasi Flip Tinjauan Etika Bisnis Islam" (Undergraduate thesis, Institut Agama Islam Negeri Surakarta, 2020),39
<http://eprints.iain-surakarta.ac.id/id/eprint/693>

³⁵ Flip"Transfer Antar Bank Tanpa Biaya" *Flip*, diakses 4 september 2022,<https://flip.id/landing>

Meanwhile, OJK has the task of supervising the financial industry such as banks, insurance, capital markets and other financial institutions.³⁶

This application was created by 3 alumnus of the Faculty of Computer Science UI (University of Indonesia) namely Rafi Putra Arriyan (Ari), Luqman Sungkar (Luqman) and Ginanjar Ibnu Solikhin (Ginanjar). The initial idea of making this application was motivated by the friendship between the three of them who often owed each other but when they were going to pay they found it difficult because they had different bank accounts so they were looking for a solution to the problem.³⁷

Starting from an idea that was considered a joke and doubted by many, a team of three young people, with no capital, just graduated from college, with no experience in banking, made something that could eliminate transfer fees that have existed since time immemorial, even before they were born into the world. But with faith, they kept trying to make the idea a reality.³⁸

³⁶Customer Service Flip. “Apakah Flip memiliki izin dari BI atau OJK?”, <https://support.flip.id/hc/id/articles/360021130751-Apakah-Flip-memiliki-izin-dari-BI-atau-OJK-> diakses 4 september 2022.

³⁷ Youngster, “Alumni UI Ciptakan Platform Transfer Antarbank Gratis” *Youngster.id*, 3 desember 2016, diakses 4 september 2022 <https://youngster.id/innovation/alumni-ui-ciptakan-platform-transfer-antarbank-gratis/>

³⁸ Rafi Putra, “Mahasiswa UI Kembangkan Aplikasi Flip untuk Transfer Antar Bank Tanpa Biaya,” *UI update*, 17 November 2016 , diakses 28 Agustus 2022, <http://uiupdate.ui.ac.id/node/13985>

At the beginning of its appearance, Flip comes with a service that is so simple in the form of a Google Forms Goflip.me form site. After filling out the form and making a transfer, Flip will forward the money to the intended account manually, by utilizing internet banking. To forward the money, Flip's three founders still use accounts with personal names. But unexpectedly, the service which is still very conventional has become very popular among University of Indonesia students.³⁹

The three founders of Flip finally managed to launch a new site in early November 2015. Unlike their previous site, this time Flip has been able to process fund transfers automatically. They only need to do one authorization at the end to ensure that all transactions go as requested. With promotions via email and WhatsApp application, Flip went viral. They were forced to create a waiting list and enter potential users in stages, so that they could fulfill all requests within their capabilities at that time. In February 2016, they were able to eliminate the waiting list system. They continued to grow, until the number of transactions running on their platform in June 2016 reached thirteen billion rupiah, with the number of users reaching tens of thousands.⁴⁰

³⁹ Aditya Hadi Pratama, "Flip,Layanan yang terus Bertahan Meski Sempat Ditutup Bank Indonesia" *techinasia.com*, 31 januari 2017, diakses 4 september 2022 <https://id.techinasia.com/flip-layanan-yang-terus-bertahan-meski-sempat-ditutup-bank-indonesia>

⁴⁰ Aditya Hadi Pratama, "Flip,Layanan yang terus Bertahan Meski Sempat Ditutup Bank Indonesia" *techinasia.com*, 31 januari 2017, diakses 4 september 2022 <https://id.techinasia.com/flip-layanan-yang-terus-bertahan-meski-sempat-ditutup-bank-indonesia>

By using this app directly from a smartphone, users can save more time when making interbank transactions. The practical interface attracts users to download the app. In less than a day after its launch on January 10, 2016, the Flip.id app has been downloaded by more than 1,000 users.⁴¹

Until now, Flip application users have spread to all regions of Indonesia. Flip is available in web and mobile web versions as well as Android version and iOS version. At this time Flip can also be used to transfer from and to: BNI Syariah, BNI, BRI, Mandiri Syariah, Mandiri, BCA, CIMB Niaga, CIMB Niaga Syariah, Bank Muamalat, BTPN Bank, BTPN Wow, Jenius, Permata Bank, Permata Bank Syariah, BRI Syariah and Digibank.⁴²

b. Flip services

Flip as a different bank fund transfer company, has two main services which include:

- a) Regular Flip, which is a Flip service that provides interbank transfer features with free fees for transactions under Rp. 5,000,000 / day.
- b) Big Flip, which is a Flip service that provides the feature of sending money to hundreds to thousands of destination accounts in one

⁴¹ Rafi Putra, "Mahasiswa UI Kembangkan Aplikasi Flip untuk Transfer Antar Bank Tanpa Biaya," *UI update*, 17 November 2016, diakses 28 Agustus 2022, <http://uiupdate.ui.ac.id/node/13985>

⁴² Flip "Transfer Antar Bank Tanpa Biaya" *Flip*, diakses 4 september 2022, <https://flip.id/landing>

process at an affordable cost starting from Rp. 4,000,-.

In addition to the two main services mentioned above, Flip also has three other services which include:

- a) Flip Globe, which is a Flip service that provides features to send money abroad through Flip Globe which can be accessed through the link <https://globe.flip.id/login> or the Flip application. Flip Globe offers exchange rates at the best rates and without any hidden fees.
- b) Credit Purchase Service, data packages and electricity tokens, namely Flip services that provide features for purchasing credit, data packages and electricity tokens where payments can be made with Flip balances or bank transfers.
- c) Transfer Service to e-money, (OVO, GoPay and DANA), which is a Flip service used to transfer to e-money accounts: OVO, GoPay and DANA.

c. Registration Mechanism

- a) Flip account registration/creation mechanism

Before making transactions as in general, registration / account creation must be done first, the steps of which include the following:

- 1) Open the Flip website with the following website address: <https://flip.id>, or by downloading the Flip application on Google Play or Play Store on a smartphone, or visit the following website address: for android (<https://flip.id/android>) and for iOS

(<https://flip.id/iOS>), then select "Register Flip".⁴³

- 2) Fill in the name (according to ID card), e-mail, and cellphone number used, then select "Register". Make sure the e-mail and cellphone number entered are active and don't forget to read the Terms and Conditions and Privacy Policy set by Flip.
- 3) Verify the cellphone number by entering the verification code sent by Flip to the registered cellphone number, then select "Verify". If there is no code entered, prospective users can re-request or can contact Flip via chat help or e-mail address: helloflip.id.
- 4) Fill in personal data which includes: name (according to identity, occupation, place of birth (if the user was born outside Indonesia then select the user's country of birth which is available in the options), date of birth (which includes date, month and year of birth), city / regency of current residence (if currently living outside Indonesia then select the country of residence currently lived in) and current address, then select "Save". In accordance with regulations from Bank Indonesia, in order to make transactions, Flip requires user data. User data is given layered security and sensitive data is encrypted by Flip. Information

⁴³ Customer Service Flip. "Tutorial Membuat Akun Flip, *Flip.id*, <https://support.flip.id/hc/id/articles/4406019099545--Tutorial-Membuat-Akun-Flip> diakses 4 september 2022.

exchange between servers has also been encrypted using SSL (Secure Socket Layer) on servers located in Indonesia. User data is only needed for reporting to Bank Indonesia.

- 5) Perform account verification for money transfer services. Currently Flip has 2 basic services for new users. First, users can make money transfer transactions without identity verification with a maximum accumulation limit of Rp.500,000, - and second, verify their identity to enjoy money transfer transaction services without long-term transaction limits (different from daily transaction limits).Mekanisme verifikasi identitas

This identity verification is required for new users to enjoy Flip services without long-term limits (transaction nominal above Rp.500,000,). The steps include the following:

- 1) Log in to the user's Flip account, then fill in your personal data and domicile, then select "Send Money".
- 2) Upload the requested photo. Flip requires an identity card photo, a face photo, and a face photo while holding an identity card. Make sure these three photos are taken in the same place and time. If the user takes pictures at different places and times, the verification will be rejected.
- 3) The Flip system will automatically match the face on the identity card with the uploaded face. If the matching process is successful,

Flip will validate the inputted identity data. Flip will validate identity data within 1 working day.⁴⁴

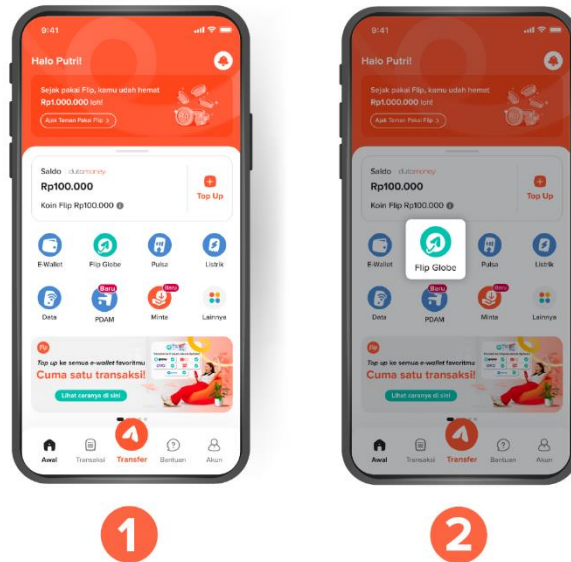
- 4) If validation (checking suitability) of prospective user data is accepted, Flip will send an e-mail that the account can be used. Prospective users can also press the "Send Money" option to check whether the account can be used. If the account verification is rejected by Flip, then the prospective user can re-verify with more precise and clear data. Prospective users can also contact Flip through chat help with customer friends at the option available on the screen or e-mail address: helloflip.id so that Flip can help the prospective user's account verification process.

d. International Transfer Mechanism

International Transfer in the Flip application is a form of transaction in the Flip Globe feature. Flip Globe itself is an overseas money transfer service from Flip. In its use, the transfer mechanism in the Flip Globe feature is divided into the following steps:

⁴⁴ Customer Service Flip. "Tutorial Verifikasi identitas melalui aplikasi Flip", *Flip.id*, <https://support.flip.id/hc/id/articles/4406019099545--Tutorial-Membuat-Akun-Flip> diakses 4 september 2022.

1. Enter the Flip app, then select the **Flip Globe** menu.

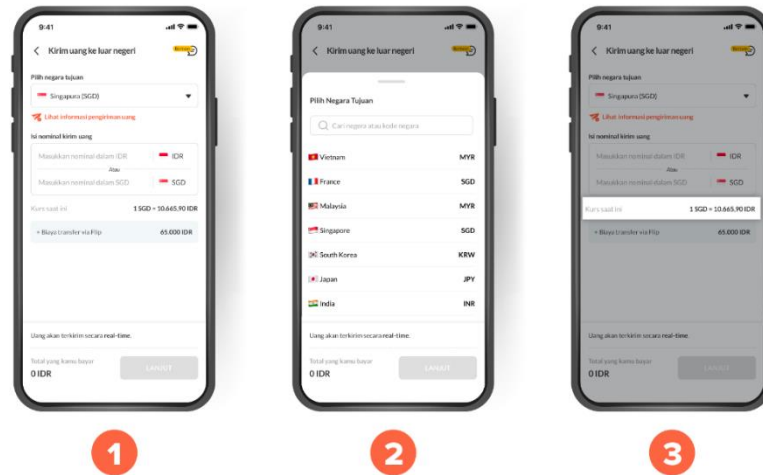


GAMBAR 1.4 FRONT PAGE OF FLIP APP

On the front page of Flip, there are many choices of features available, including top up features, balance information and Flip coins. As well as, there are services for purchasing credit, data packages and electricity tokens and water payments (PDAM). In addition, there are Transfer Services to e-money, (OVO, GoPay and DANA. And there are also features for refunds, withdraw coins, features for requesting money to fellow Flip users even through different bank accounts, different bank transfer features, transaction mutations and help and account features.⁴⁵

⁴⁵Customer Service Flip, “Flip: Apakah bisa transfer ke luar negeri melalui Flip?,” Support.Flip.id, , diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10993822324889-Apakah-bisa-transfer-ke-luar-negeri-melalui-Flip->

2. Select destination country



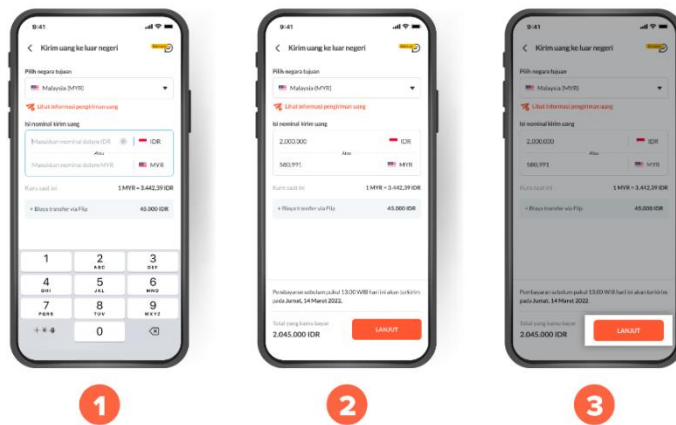
GAMBAR 2.4 CHOICE OF DELIVERY COUNTRY

In this stage the user fills in the shipping destination country column, by clicking on one of the destination countries, various shipping destination countries will automatically appear, including Singapore, Malaysia, China, Thailand, India, Philippines, United Kingdom, Australia, Hong Kong, South Korea, Turkey, Japan, Vietnam, France, and 40+ other European countries. And also the system will automatically display the current exchange rate. The foreign exchange rate can be summarized as the amount of domestic currency that must be spent to obtain one unit of foreign currency, for example the rupiah in Indonesia, which is how much rupiah is needed to buy one unit of foreign currency.⁴⁶ The exchange rate

⁴⁶ Cita Agustinus, Melitina Tecualu, . “Pengaruh Perubahan Kurs Valuta Asing dan Jumlah Uang yang Beredar Terhadap Perubahan IHSG”. *Ilmiah Manajemen Bisnis*, no.2. (2014): 112 <http://ejournal.ukrida.ac.id/ojs/index.php/IMB/article/view/539>

will change every 09.15 WIB, the exchange rate used for transactions is the exchange rate made during the transaction process. If the user makes a transaction before 09.15 WIB and makes a payment after 09.15 WIB, the exchange rate used is the exchange rate before 09.15 WIB (when the transaction is made).

3. Fill in the amount to send money. After that, click **NEXT**



GAMBAR 3.4 FILL IN THE TRANSFER AMOUNT

This stage, is a session for users to enter the nominal in rupiah and the currency of the destination country of delivery. After filling in the amount, the system will automatically display the transfer fee that must be paid. The minimum transaction amount is 1 (according to the currency of each country), except South Korea (minimum 30,000 KRW) and the Philippines (minimum 50 PHP) will be processed H+2 working days (Monday-Friday). The daily

limit of Flip Globe transaction is Rp100,000,000. If the limit has been exceeded, the User will get a notification as shown below.



GAMBAR 4.4 NOTIFICATION OF TRANSFER NOMINAL LIMIT

In this stage, it is also written the date the money will be sent, which is generally the estimated time of sending money in each country will arrive within 1x24 hours if there are no obstacles to checking the suitability of transactions with regulations in the destination country.⁴⁷

The following is a table of the time and process of transfer fees to each country that has been updated since August 29, 2022:

⁴⁷ Customer Service Flip, “Flip: Biaya dan waktu proses untuk transfer ke luar negeri, berapa ya?,” Support.Flip.id, 28 Februari 2023, diakses 12 Februari 2023, <https://support.flip.id/hc/id/articles/10740615218201-Biaya-dan-waktu-proses-untuk-transfer-ke-luar-negeri-berapa-ya->

No	Country	Transfer Fees	Processing Time	Transfer Time Limit
1	Australia	Rp65.000	On the same day	12.00 WIB
2	People's Republic of China	Rp65.000 (Via UnionPay) Rp85.000 (Via AliPay)	Real time	-
3	France	Rp55.000	D+1 (Working Day)	21:00 WIB
4	Hong Kong	Rp75.000	Real time	-
5	India	Rp50.000	On the same day	18:00 WIB
6	Japan	Rp85.000	On the same day	13.30 WIB
7	Malaysia	Rp45.000	On the same day	12.00 WIB
8	Philippines	Rp50.000	On the same day*	13.30 WIB
9	Singapore	Rp55.000	Real time	-
10	South Korea	Rp50.000	On the same day **	-

11	Thailand	Rp65.000	Real time	14.45 WIB
12	Turkiye	Rp65.000	D+2 (Working Day)	19.30 WIB
13	United Kingdom – England	Rp65.000	In 2 Hours	
14	Vietnam	Rp.75.000	Real time	-
15	Vatican City State	Rp55.000	D+1 (Working Day)	21:00 WIB
16	Switzerland	Rp55.000	D+1 (Working Day)	21:00 WIB
17	Andorra	Rp55.000	D+1 (Working Day)	21:00 WIB
18	Sweden	Rp55.000	D+1 (Working Day)	21:00 WIB
19	Romania	Rp55.000	D+1 (Working Day)	21:00 WIB
20	Poland	Rp55.000	D+1 (Working Day)	21:00 WIB
21	Norway	Rp55.000	D+1 (Working Day)	21:00 WIB
22	Liechtenstein	Rp55.000	D+1 (Working Day)	21:00 WIB

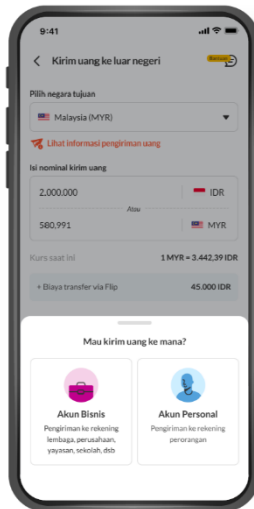
23	Iceland	Rp55.000	D+1 (Working Day)	21:00 WIB
24	Hungary	Rp55.000	D+1 (Working Day)	21:00 WIB
25	Denmark	Rp55.000	D+1 (Working Day)	21:00 WIB
26	Czech Republic	Rp55.000	D+1 (Working Day)	21:00 WIB
27	Kroasia	Rp55.000	D+1 (Working Day)	21:00 WIB
28	Bulgaria	Rp55.000	D+1 (Working Day)	21:00 WIB
29	Latvia PDR	Rp55.000	D+1 (Working Day)	21:00 WIB
30	Spain	Rp55.000	D+1 (Working Day)	21:00 WIB
31	Slovenia	Rp55.000	D+1 (Working Day)	21:00 WIB
32	Slovakia	Rp55.000	D+1 (Working Day)	21:00 WIB
33	San Marino	Rp55.000	D+1 (Working Day)	21:00 WIB
34	Portugal	Rp55.000	D+1 (Working Day)	21:00 WIB

35	Netherland	Rp55.000	D+1 (Working Day)	21:00 WIB
36	Monaco	Rp55.000	D+1 (Working Day)	21:00 WIB
37	Malta	Rp55.000	D+1 (Working Day)	21:00 WIB
38	Luxembourg	Rp55.000	D+1 (Working Day)	21:00 WIB
39	Lithuania	Rp55.000	D+1 (Working Day)	21:00 WIB
40	Italy	Rp55.000	D+1 (Working Day)	21:00 WIB
41	Irish	Rp55.000	D+1 (Working Day)	21:00 WIB
42	Greece	Rp55.000	D+1 (Working Day)	21:00 WIB
43	Germany	Rp55.000	D+1 (Working Day)	21:00 WIB
44	Finland	Rp55.000	D+1 (Working Day)	21:00 WIB
45	Estonia	Rp55.000	D+1 (Working Day)	21:00 WIB
46	Cyprus	Rp55.000	D+1 (Working Day)	21:00 WIB

47	Belgium	Rp55.000	D+1 (Working Day)	21:00 WIB
48	Austria	Rp55.000	D+1 (Working Day)	21:00 WIB
49	United States of America (USA)	Rp70.000	D+1 (Working Day)	23.00 WIB
50	Brazil	Rp70.000	On the same day	00.30 WIB
51	South Africa	Rp75.000	H+3 (Working Day)	13.00 WIB
52	Nigeria	Rp75.000	Real time	-
53	Pakistan	Rp60.000	Real time	18.00 WIB
54	Saudi Arabia	Rp170.000	D+1 (Working Day)	22.00 WIB
55	United Arab Emirates	Rp170.000	D+1 (Working Day)	14.00 WIB

TABEL 1.4 TABLE OF ESTIMATED TRANSACTION TIME

4. Specify the purpose of the remittance, will send money to a business or personal account.



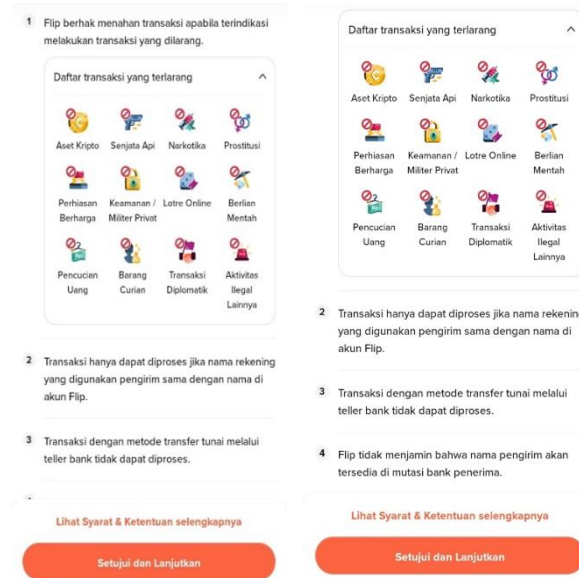
GAMBAR 5.4 DELIVERY REQUIREMENT OPTION

At this stage, there are two options for the destination of the remittance, namely individual accounts or business accounts. At this stage, there are countries that only accept remittances specifically for individual accounts, and not for company or business entity accounts, including: Argentina, South Africa, Brazil, Canada, India, Mexico, Pakistan.

In addition to the above countries, special delivery of corporate or business entity accounts is available at this stage, when making transactions through the Flip application or website.⁴⁸

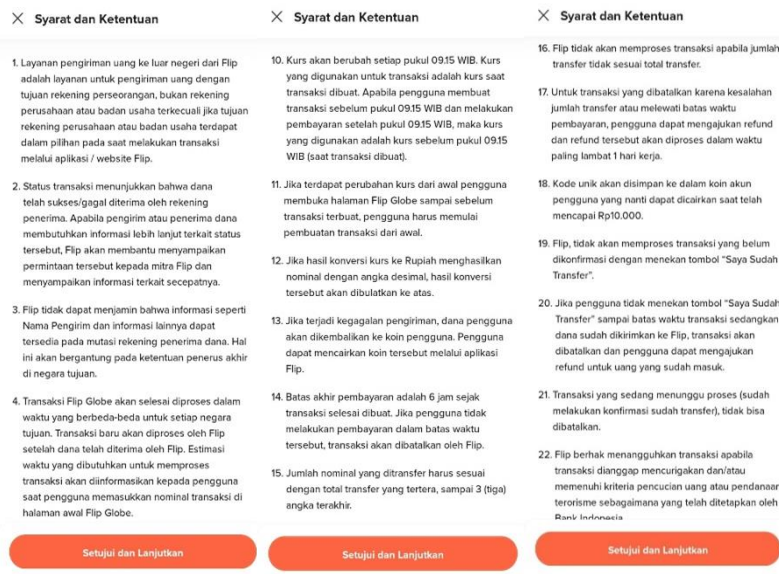
⁴⁸ Customer Service Flip, “Flip: Apakah bisa transfer ke luar negeri melalui Flip?,” Support.Flip.id, , diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10993822324889-Apakah-bisa-transfer-ke-luar-negeri-melalui-Flip->

5. Make sure you have read and agree to the terms and conditions, then click **APPROVE AND PROCEED.**



GAMBAR 6.4 TERMS AND CONDITIONS OF TRANSFER

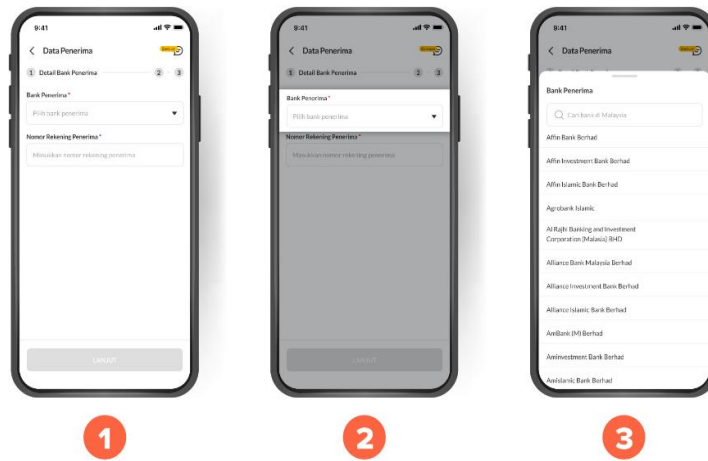
At the next stage, users are encouraged to read all the terms and conditions that have been determined by Flip. There are four points outlined, one of which is the prohibition of the need for transfers for illegal transactions and transactions indicated by criminal acts as well as other transactions related to crypto assets, raw diamonds and precious jewelry. In addition, there are several other provisions regarding the transfer process and the suitability of the Flip account and the sending Bank. Not only that, there are many more terms and conditions that have been determined by Flip, users can read by clicking **View full Terms & Conditions**, before the user proceeds to the next stage. The terms and conditions of the transfer are outlined as follows:



GAMBAR 7.4 DETAILED TRANSFER TERMS AND CONDITIONS

In the continuation of the transfer terms and conditions, Flip sets the terms and prerequisites in the transfer procession, such as delivery services, transaction status, transfer nominal limits, differences in estimated transaction processing time in each destination country, exchange rate provisions, account mutations, provisions if the transaction fails, payment deadline, the last three digits of the number (unique code and exceptions to transaction provisions in two countries namely South Korea and India.

6. Select **Recipient Bank**



GAMBAR 8.4 RECIPIENT BANKS OPTIONS

In the next stage, which is the recipient's data filler, the first stage the user is instructed to choose the bank to transfer to in each country available on the Flip App. Each country has different transfer procedures. For example, the United States requires money senders to banks in the country to fill in the ACH (Automated clearing house) code, which is a code commonly used for electronic transfers between financial institutions, especially to the United States. The ACH code generally consists of a 9-digit number, which is listed in the "Paper & Electronic" section.⁴⁹

In addition to the United States, banks in Japan also require remitters to include the Branch code as a unique identifier code for the branch of the bank they are transacting with. Another country that has a similar transaction procedure is the United Kingdom (UK), where the

⁴⁹ Customer Service Flip, "Flip: Fungsi ACH code pada transaksi ke Amerika Serikat itu apa ya?" Support.Flip.id, diakses 15 Februari 2023, <https://support.flip.id/hc/id/articles/13090562101913-Fungsi-ACH-code-pada-transaksi-ke-Amerika-Serikat-itu-apa-ya>

transaction procedure uses the Sort code or branch code, which can generally be found in the IBAN Code.⁵⁰

*IBAN code is a code used to ensure transactions are directed to the right branch. This code is required for transfers to European countries that are members of SEPA (Single Euro Payments Area).*⁵¹ The following are the countries available in the Flip App with procedures using the IBAN code, including :

Andorra, Austria, Belgium, Bulgaria, Netherlands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Hungary, Iceland, Ireland, Italy, Germany, Liechtenstein, Lithuania, Latvia, Luxembourg, Malta, Monaco, Norway, France, Poland, Portugal, Romania, San Marina, Slovakia, Slovenia, Spain, Sweden, Switzerland, Greece.

In addition to the countries above, there are other countries outside the European region that have money transfer procedures using IBAN codes, including: United Arab Emirates (UAE), Saudi Arabia, Turkey and Pakistan. The sending procedure that requires the sender to include a certain code also applies in other countries. One of them is India, which requires the IFSC code (Indian Financial Security Code) in every sending

⁵⁰ Customer Service Flip, “Flip: Apa itu Sort Code?” Support.Flip.id, diakses 15 Februari 2023, <https://support.flip.id/hc/id/articles/13018273351065-Apa-itu-Sort-Code->

⁵¹ Customer Service Flip, “Flip: Apa itu IBAN (International Bank Account Number) Code?” Support.Flip.id, diakses 15 Februari 2023, <https://support.flip.id/hc/id/articles/13017995703961-Apa-itu-IBAN-International-Bank-Account-Number-Code->

transaction, which IFSC code is a special branch code for transactions to India.⁵²

Another country that uses specific branch codes in its transaction process besides India is Canada. In the process of sending money, the sender must add the routing number CAD (Canadian Dollar), where the code contains an institution number to identify the bank and a transit number to indicate the account of a particular branch.⁵³

Brazil also applies the same remittance procedure, which includes the Swift code or BIC (Bank Identifier Code) which is a standardized format for business identifier codes. Globally, the code is useful for identifying the identity and domicile of a bank or international financial institution as well as a code for exchanging messages.⁵⁴

Besides Brazil, which requires the Swift code in their remittance procedure. Argentina also has a similar policy in its remittance procedure, requiring senders to input the CBU code (Clave Bancaria Unica) or single bank code, also known as Unique Banking Key or Unified Bank Code in the transaction process. The CBU code is a unique key consisting of 22

⁵² Customer Service Flip, "Flip: Apa itu IFSC (Indian Financial Security Code)?" Support.Flip.id, diakses 15 Februari 2023, <https://support.flip.id/hc/id/articles/13018143412377-Apa-itu-IFSC-Indian-Financial-Security-Code->

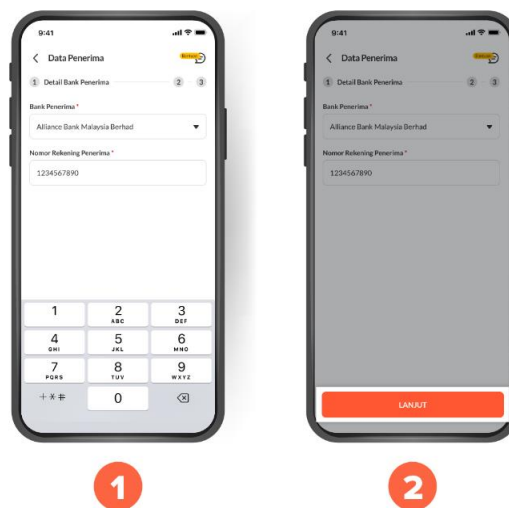
⁵³ Wise, "Wise: Routing numbers in Canada" Wise.com, diakses 15 Februari 2023, <https://wise.com/ca/bank-codes/transit-number/routing-number>

⁵⁴ Wise, "Wise: Detail kode BIC/SWIFT *BANCO DO BRASIL* S.A." Wise.com, diakses 15 Februari 2023, <https://wise.com/id/swift-codes/BRASBRRJCTA>

numbers that represent the bank ID, branch code and account number, and is commonly used by banks to identify their client accounts.⁵⁵

Another country, Australia, in the process of sending money Australia also requires the sender to fill in the BSB (Bank-State-Branch) code, which is a six-digit number to identify banks and branches throughout Australia and is useful for recognizing the recipient's account.⁵⁶

7. Enter the recipient's account number, then click **NEXT**



GAMBAR 9.4 FILLING IN THE RECIPIENT ACCOUNT NUMBER

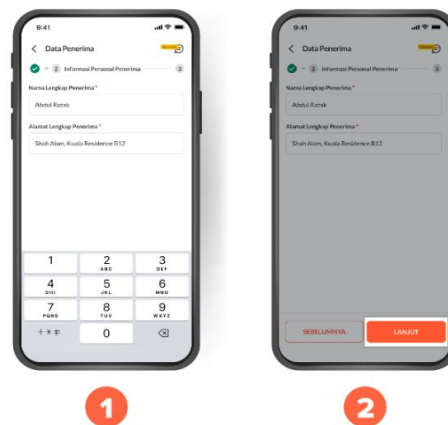
⁵⁵ Fullforms, “Fullforms: *Clave Bancaria Unica*/ What does CBU mean?” Fullforms.com, diakses 15 Februari 2023, <https://fullforms.com/CBU/Clave-Bancaria-%C3%9Anica/18431>

⁵⁶ Commbank, “Support Commbank: What is a BSB number and where do I find the BSB number of a CommBank branch?” Commbank.com.au, diakses 15 Februari 2023, <https://www.commbank.com.au/support.banking.what-is-a-bsb-number.html>

After adding the recipient's bank, Flip users are required to fill in the recipient's account number, this stage is also the first stage of the recipient's data in the filling process there are banks from certain countries in the flip application that only require the money sender to include the recipient's account number without adding a certain code, including: South Africa, Philippines, Malaysia, South Korea, Singapore, Thailand.

During the transaction process, users must ensure that each digit of the recipient's account number is filled in correctly. Because Flip will not be responsible if there is an error caused by the user, including errors in typing the account number.

8. Enter the recipient's full name and full address. If so, click **NEXT**.

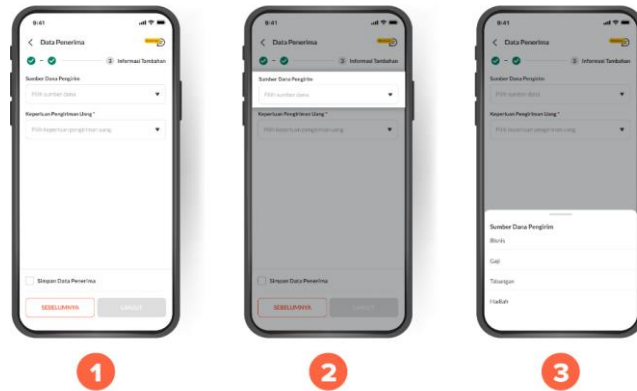


GAMBAR 10.4 FILL IN THE RECIPIENT IDENTITY

Next, is the second stage of recipient data, Flip users are instructed to fill in the recipient's identity, which consists of the recipient's full name

and full address. In transactions in some countries the sender is required to fill in the recipient's nationality or telephone number.

9. Select **Sender Fund Source**.

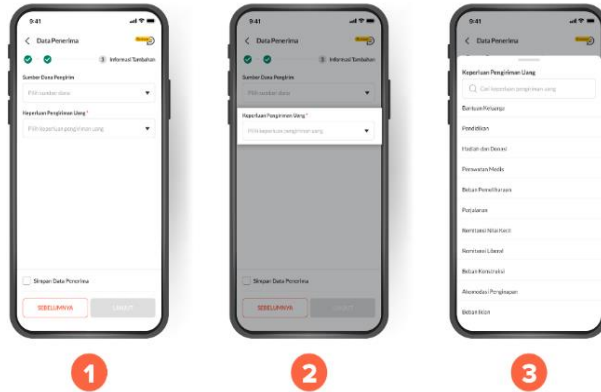


GAMBAR 11.4 DELIVERY FUNDING SOURCE OPTIONS

Furthermore, in the third stage of the recipient data, the sender is required to choose several options for the source of funds that have been available, including sources of funds from business funds, salaries, savings and gifts.⁵⁷

⁵⁷ Customer Service Flip, "Flip: Apakah bisa transfer ke luar negeri melalui Flip?," Support.Flip.id, , diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10993822324889-Apakah-bisa-transfer-ke-luar-negeri-melalui-Flip->

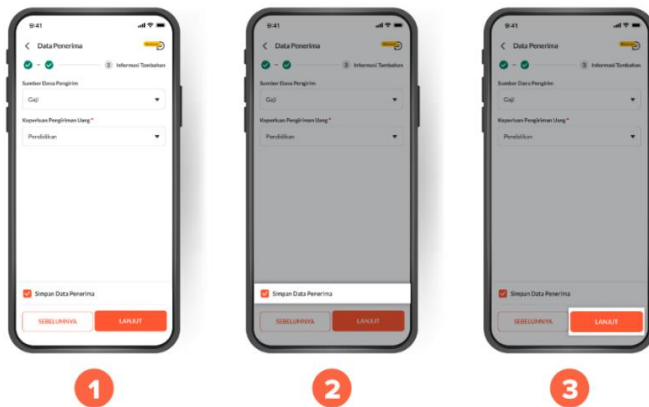
10. Select **Remittance Purposes**.



GAMBAR 12.4 TRANSFER PURPOSE OPTIONS

Still in the third stage of recipient data, users are instructed to fill in several options regarding the purpose of sending, the assistance available is as follows: family support, education, gifts from donations, medical care, maintenance expenses, travel, small value remittances, liberal remittances, construction expenses, lodging accommodation and ad-free.

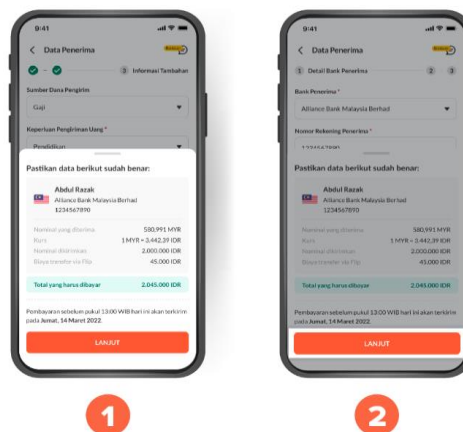
11. Click Save Recipient Data at the bottom if needed, then click **NEXT**.



GAMBAR 13.4 COLUMN CLICK APPROVE SAVE DATA

After filling in all the options that have been required in the transaction process, users are encouraged to check the Save Recipient Data instruction list if the information that has been filled in by the user is considered important to be saved and needed at any time. Then the user is instructed to click **Next**.

12. Double-check your transaction details. If it is correct, then click **NEXT**

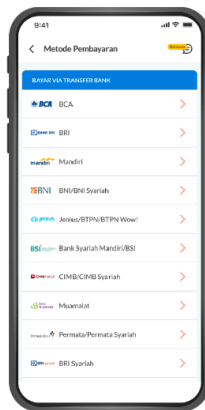


A GAMBAR 14.4 TRANSACTION DETAILS TO BE CLICKED

ess in the Flip application, details of the data that has been filled in by the user will

appear, including the recipient's name, destination bank, recipient's account number, the amount to be received, the exchange rate when the transaction is processed, the amount sent, the transfer fee determined by Flip, the total to be paid and there are provisions for transaction time limits and also stated the time the money will be sent.

13. Select the **Payment Method** to be used.



GAMBAR 15.4 PAYMENT METHOD OPTIONS

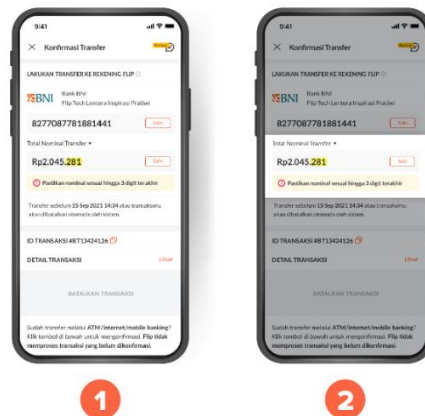
Then the user is instructed to choose an intermediary bank, where the user will send the amount of money that has been totaled in the previous stage. So that transactions made by users are domestic or domestic interbank shipping transactions. Where the money will be sent to Flip's account at the intermediary bank specified by the user, which will be after the domestic transaction process is completed by the user, and Flip

will send the amount of money to the sending destination bank or receiving bank abroad.⁵⁸

This transaction process is also a transaction similar to other features in the Flip application, namely Flip Regular or better known as interbank transfer services without admin fees. Until now, flip has partnered with more than 100 banks from all over Indonesia including private and regional banks or regional development banks. And the following are domestic banks affiliated with flip including Bank BRI, BNI, Mandiri, BSI, BCA, BTPN / Genius, CIMB Niaga / Syariah, Permata / Syariah, Muamalat, Digibank / DBS, and Danamon / Syariah.

14. Transfer to the stated Flip account via ATM, internet banking or mobile banking before the specified deadline. Otherwise, the transaction will be canceled automatically by the system. Make sure the **Total Transfer Amount** is correct up to the last 3 digits. the unique code transferred will be returned via Flip coins.

⁵⁸ Customer Service Flip, "Flip: Apakah bisa transfer ke luar negeri melalui Flip?," Support.Flip.id, , diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10993822324889-Apakah-bisa-transfer-ke-luar-negeri-melalui-Flip->



GAMBAR 16.4 TOTAL AMOUNT OF TRANSFER

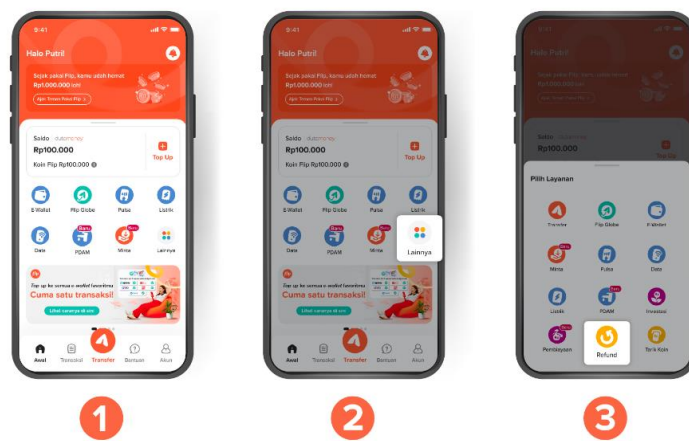
After that, users are required to transfer the nominal transfer amount as instructed by Flip by adding 3 digits (unique code behind the transfer amount. The unique code is used to verify user transactions. The goal is that transactions can be processed more quickly. The unique code sent, will be returned to the user's Flip account coin. This coin can be withdrawn to the account if it has reached Rp10,000. If the user has not activated the balance feature, the coin can be used to purchase digital products, such as credit, data packages, and others.⁵⁹

Users are required to transfer money before the specified time limit, with the consequence that if the time limit is exceeded, the transaction will be canceled automatically by the system. Users must also

⁵⁹ Customer Service Flip, "Flip: Digunakan untuk apakah kode unik itu?" Support.Flip.id, , diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10985044911129-Digunakan-untuk-apakah-kode-unik-itu->

ensure that the total transfer amount and unique code have been written correctly or accordingly during the transfer process.

If the transfer has already been made and the unique code is not included or there is an error in the transfer amount, users can apply for a refund through the **Refund** menu in the application. Then the refund will be processed within 1-3 hours from the time the refund is submitted.



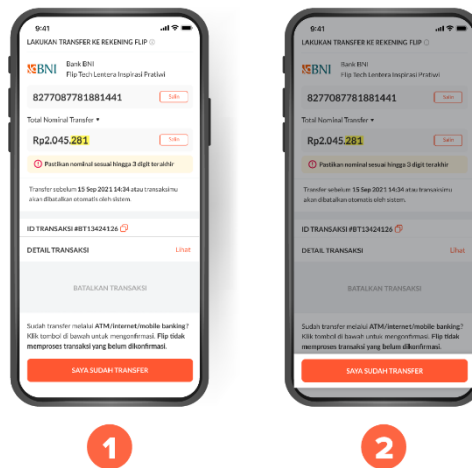
GAMBAR 17.4 REFUND MENU IN FLIP APPS

However, if a money transfer transaction that has already been made before and the user wants to continue the transaction, the user is instructed to re-transfer the total transaction amount plus the appropriate unique code to the Flip account.⁶⁰

⁶⁰ Customer Service Flip, "Flip: Apa yang terjadi apabila saya melakukan transfer tidak menggunakan kode unik?" Support.Flip.id, diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/360021131651-Apa-yang-terjadi-apabila-saya-melakukan-transfer-tidak-menggunakan-kode-unik->

Then, users are encouraged to upload a new proof of transfer on the transaction page. If the user does not want to continue the transaction that has been made before, the user can cancel the transaction or can close the transaction page, then within 1x24 hours the transaction will be canceled automatically.

15. After making the transfer, users are instructed to confirm by pressing the **I HAVE TRANSFERRED** button. Flip will not process unconfirmed transactions.



GAMBAR 18.4 COLUMN CLICK "I HAVE TRANSFERRED"

If the user experiences problems when confirming, the user will get a notification or Transaction do not exist information, and there are several things that can be done by the user, namely:

1. The user ensures that the internet connection used is stable.

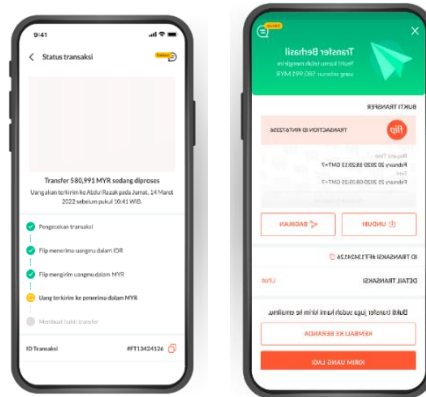
2. Reload the Flip application by pulling the main page in the Flip application downwards. Check periodically, can be waited in 10-15 minutes.
3. Users can log out of the Flip account, then log back in.

If after trying the 3 ways above it is still problematic, users can contact Chat Help in the application or can send an email to hello@flip.id by attaching the following data:

User's mobile phone type, operating system used, android/iOS version, flip application version, problems experienced by users, steps taken by users in the application, screenshot evidence of response / error messages in the application, proof of video recording of application problems.⁶¹

16. Flip will check and process the transaction. Users can monitor the status of transactions that have been made in the application, after the transaction is successfully processed, Flip will display proof of transfer and send it to the user's email.

⁶¹ Customer Service Flip, "Flip: Kenapa saya tidak bisa konfirmasi transaksi?" Support.Flip.id, diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10987772335129-Kenapa-saya-tidak-bisa-konfirmasi-transaksi->



GAMBAR 19.4 PROOF OF FLIP TRANSFER

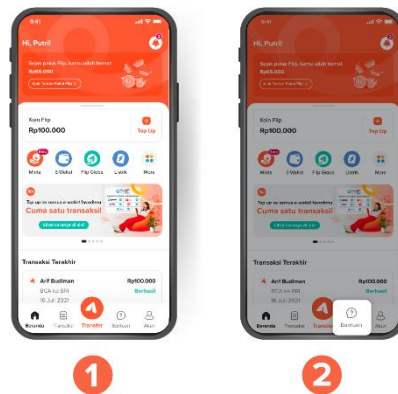
If after completing the transaction the user experiences problems, namely when the user as the sender of the money gets a successful transaction notification, but the funds have not yet reached their destination, the recipient of the funds can confirm to the bank by previously checking the account mutation through mobile banking, internet banking, or printing a bank statement. When the process of checking the account mutation is carried out, the recipient must ensure that the account mutation and transaction date checked must match the destination account number of the transaction written in the Flip application.

If after checking the funds have not entered and recorded in the recipient's account mutation, users can confirm to Flip by sending a photo or screenshot of the list or mutation history from the recipient's account on

the date the transaction is processed to the help chat or email hello@flip.id. Then, Flip will confirm to the bank concerned about this matter.⁶²

Apart from via email, there are other alternatives to contact Flip customer service if users experience problems during the transaction process or after the transaction is completed, namely by contacting the Flip Call Center at (021) 30002424 or via Chat Help at the Flip Help Center, namely with the following steps:⁶³

- 1) Open the Flip app, then select **Help** to the right of the **Transfer** menu

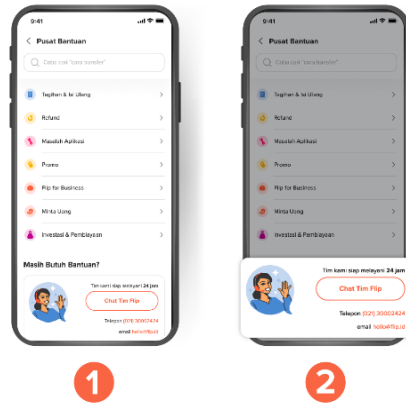


GAMBAR 20.4 HELP MENU IN FLIP APP

⁶² Customer Service Flip, “Flip: Transaksi saya sudah berhasil, tapi penerima menginfokan bahwa belum menerima dananya” Support.Flip.id, diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/360021132031-Transaksi-saya-sudah-berhasil-tapi-penerima-menginfokan-bahwa-belum-menerima-dananya>

⁶³ Customer Service Flip, “Flip Bagaimana cara menghubungi customer service Flip?” Support.Flip.id, diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10994818060313-Bagaimana-cara-menghubungi-customer-service-Flip->

- 2) Scroll down the screen, you can enter the Chat help by pressing the **Chat Team Flip** button.



GAMBAR 21.4 HELP MENU OF CHAT TEAM FLIP

e. Flip Terms and Conditions

Terms and conditions are procedures and arrangements for accessing the Flip Platform and using all the features listed on the "Terms & Conditions" page of the flip application developed by PT Fliptech Lentera Inspirasi Pertiwi. By accessing the flip application by the user, the user is deemed to have stated that he has read, understood, agreed, and bound himself and is subject to the terms and conditions that apply in the flip application. If the user does not agree to these terms and conditions, flip does not allow the user to access the Platform.⁶⁴

The terms and conditions can be considered as a master agreement that becomes a reference to regulate other terms and conditions including

⁶⁴ Flip, "Syarat dan Ketentuan" Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

privacy policies and other provisions that may be changed and made from time to time. When the user agrees to these terms and conditions, the user is deemed competent under Indonesian law and the laws of the applicable jurisdiction. And users are deemed incompetent including minors, those under guardianship, or unauthorized representatives, so users are not allowed to use Flip Services available on the platform without the assistance and approval of the guardian, and users are fully responsible for everything that is done in the use of the platform.

The terms and conditions page contains articles that are composed of several chapters and sub-chapters, including takni:

Article 1 explains about a number of definitions regarding accounts, users, service fees, funds, data, features and others.

Article 2 explains about Flip's brief profile

Article 3 explains about account and verification provisions.

Article 4 explains the terms of transactions based on fund transfer orders and flip service fees.

Article 5 explains about statements and guarantees

Article 6 explains matters relating to your personal data.

Article 7 describes the restriction of access rights, account suspension and account closure.

Article 8 describes the retrieval of deposit funds.

Article 9 describes intellectual property rights.

Article 10 describes restrictions.

Article 11 provides for limitation of liability and indemnification.

Article 12 describes dispute resolution.

Article 13 risks of use.

Articles 14 and 15 include miscellaneous and contact flip.

5. Consumer Media Web

MediaKonsumen.com is a startup dedicated to becoming the first and largest consumer community social media in Indonesia that aims to share stories, experiences, opinions, reviews, information and more. For consumers who need consideration before buying a product or service, they can read other consumers' experiences here. And for consumers who have experience buying or using a product in the form of goods or services in sharing their experiences with other consumers. So that consumers can share experiences with each other for better shopping decisions.

Consumer media was established in 2006, comes with a vision and mission to help consumers understand, engage, and build a community and the forces that influence the market. So that consumers can make better decisions and can encourage improvements for businesses.

Consumer media websites are not only useful for consumers, businesses can also utilize this site to better understand consumer desires and expectations through articles written by consumers. This understanding will be the basis for

businesses to improve the quality of their products and services, so that customer satisfaction increases and businesses will get additional loyal customers.⁶⁵

In other words, this website can be one of the bridges of a synergistic mission, so that business actors are able to increase customer satisfaction so that it has an impact on the increase in turnover generated. Customer satisfaction that has an impact on the profits of business actors will encourage the production and consumption of domestic products to a higher level. The pace of domestic production and consumption will in turn drive the Indonesian economy to be even better.

6. Consumer Protection Law

a. Consumer Protection Theory

In theory, legal protection is divided into two words, namely Protection and Law. In terminology, both are defined as protection in accordance with the provisions of applicable laws and regulations. Legal protection is something that is given to suspects and defendants for an offense.

Legal protection is a protection for legal subjects stipulated in valid laws and regulations and enforced by a sanction. Legal protection is divided into two, namely:

⁶⁵ Media Konsumen, "Tentang Media Konsumen" MediaKonsumen.com, diakses 20 Februari 2023, <https://mediakonsumen.com/tentang-media-konsumen>

- 1) Preventive Legal Protection which means that the protection provided by the government is intended to prevent an offense. The protection is contained in statutory provisions that aim to prevent a violation and provide signs and limits in the implementation of obligations.
- 2) Repressive Legal Protection is the final protection in the form of transactions such as fines, imprisonment, and additional penalties imposed if a regulation has been violated or a dispute has occurred..

b. Consumer Protection

Etymologically, "Consumer" is defined as "an individual or business actor who buys certain goods or rents certain services" and there are other definitions that describe consumers as "every individual who uses goods or services".⁶⁶

The Consumer Protection Law No. 8 of 1999 describes consumers as "every individual who uses goods and services that are available in the community, both for personal, family, other people and other creatures and not for resale."⁶⁷

From the various definitions above, it can be concluded that a consumer is any person who uses certain goods or services for certain purposes." Consumer protection is "a legal device created to protect

⁶⁶ Arrianto Mukti Wibowo, dkk, "*Kerangka Hukum Digital Signature Dalam Electronic Commerce*", (Grup Riset Digital Security dan Electronic Commerce: Depok,2011) 102.

⁶⁷ "Undang-Undang Perlindungan Konsumen Nomor 8 Tahun 1999

consumer rights. For example, sellers are obliged to inform the specifications of the goods being sold.

From the above understanding, it can be concluded that consumers are each individual who takes advantage of goods and services that are useful for the needs of each individual." Another meaning of consumer protection is "the creation of a legal device that aims to protect consumer rights. For example, sellers are obliged to inform the details of the goods sold.

Consumer protection aims to create a just and prosperous society that is materially and spiritually equitable in the era of economic democracy as a form of implementation of Pancasila and the 1945 Constitution with the development of the national economy in this era of globalization in order to boost people's welfare and create availability of goods and services obtained from trade without causing harm to consumers. The opening of the national market share will ensure the welfare of the community and also ensure the quality, quantity, and safety of goods and / or services available on the market. The existence of this right is able to maintain the dignity and dignity of consumers with applicable legal provisions."

Consumer protection can be defined as "the overall principles and rules that regulate and protect consumers in relationships and problems of

supply and use of products between providers and users in social life".⁶⁸

"Consumer protection" is an important issue in Islamic law. "Islam sees consumer protection not only as a civil relationship but also a matter of public interest at large, even concerning the relationship between humans and Allah SWT. In the concept of Islamic law, the protection of the body is related to the vertical relationship (humans with Allah) and horizontal (fellow humans). In Islam, protecting humans and society is a state obligation, so protecting consumers of goods that are in accordance with Islamic principles must be considered."

c. Consumer Protection Law

The consumer protection law in article 1 paragraph 1 defines consumer protection as all efforts to ensure legal certainty and ensure protection to consumers. Consumer rights are strengthened by special laws as a form of legal certainty to realize consumer expectations so that business actors do not act arbitrarily and can harm consumers.

The existence of consumer protection laws and other regulatory tools make the rights and position of consumers equal to business actors so that they can sue or demand for rights violated by business actors. According to the consumer protection law, an ideal and smooth sale and purchase

⁶⁸ H.T. Siahaan, *Hukum Konsumen (Perlindungan Konsumen dan Tanggung Jawab Produk)*, (Penerbit Panta Rei: Jakarta, 2005) 32

transaction creates satisfaction and comfort for consumers, including the sale and purchase of property which is very vulnerable to problem.

The existence of problems during transactions results in a prolonged conflict leading to disputes between consumers and business actors to end up in court where consumers become the plaintiff and business actors as defendants.

First, the right to comfort, safety and security when consuming the goods or services used.

Second, the right to choose goods and services to obtain goods or services whose exchange value and conditions are in accordance with the promised guarantee.

Third, the right to receive truthful and clear information regarding the condition and guarantee of goods and or services.

Fourth, the right to have their opinions and complaints heard by business actors regarding the goods and services used.

Fifth, the right to obtain consumer protection advocacy as appropriate.

Sixth, the right to obtain guidance or consumer education.

Seventh, the right to receive treatment and services correctly and honestly without discrimination.

Eighth, the right to be given compensation, compensation, or replacement

of goods or services that are not in accordance with the agreement when received or not suitable.

Ninth, the rights listed in other laws and regulations.

Article 19 of the Consumer Protection Law explains the responsibilities of business actors:

a) Business actors have the responsibility to compensate for losses or damage, or pollution caused by consuming goods or services provided or traded.

b) The compensation referred to in the preceding paragraph can take the form of returned money, or replacement of goods or services that are the same or according to value or price, can also be in the form of health care, can also be in the form of compensation that is not contrary to the provisions of the applicable law.

c) The compensation provided must not exceed a period of 7 (seven) days after the date of the transaction.

d) The compensation referred to in paragraphs (1) and (2) shall not eliminate the possibility of criminal prosecution accompanied by further evidence regarding the existence of an element of fault. The provisions referred to in paragraphs (1) and (2) shall not apply if the business actor can prove that the fault is the fault of the consumer.

7. Sharia Agreement

a. Agreement

In article 1313 of the Civil Code, an agreement is an act in which one or more people bind themselves to one or more other people. In carrying out an agreement, the parties involved must first know what they want to agree on, in other words, the parties know what the rights and obligations of the parties involved are.⁶⁹

Article 1339 of the Civil Code explains that an agreement is not only binding for matters expressly stated as an agreement, but includes all matters which by the nature of the agreement are required / required by propriety, custom and law. In addition, in making and carrying out an agreement, you must pay attention to another aspect, namely how the intention of the parties in carrying out the agreement that has been made.

b. Definition of Sharia Agreement Law

Agreement comes from Arabic which is known as mu'ahadah ittifa or in other languages is akad. In the Qur'an, there are two terms related to the agreement, namely the words al-aqadu and al-ahdu which mean time, message, consummation and promise. Akad itself is an agreement where both parties aim to bind themselves about the actions to be carried out in a matter or work which is then realized in the offer and acceptance or ijab

⁶⁹ Edy Putra The'Aman, *Kredit Perbankan Suatu Tinjauan Yuridis*, (Yogyakarta: Liberty Yogyakarta, 1989) 18

and qabul which shows mutual willingness between the two parties in accordance with Islamic law.⁷⁰

The existence of this contract results in the parties being bound by Sharia in the form of rights and obligations which must then be fulfilled by each party in accordance with Sharia principles. Then the validity of a contract is also determined by the fulfillment of its pillars and conditions, where if one of these is not fulfilled, the agreement is declared null and void.

c. Principles of Sharia Agreement Law

The word principle comes from Arabic *asasun* which means base, base or foundation. Meanwhile, according to terminology, principle means something that becomes a foundation for thinking or opinion. Mohammad Daud Ali himself defines the principle when meeting the word law as the truth that is used as a foundation for thinking and reasoning opinions, especially in law enforcement and implementation.⁷¹

In Sharia agreement law, there are principles of agreement that become the basis for its implementation, then the principles are classified into principles that do not cause general legal consequences and principles

⁷⁰ Gemala Dewi, *Aspek-aspek Hukum dalam Perbankan dan Perasuransian Syariah di Indonesia*, (Jakarta: Kencana Prenada Media, 2006), 206

⁷¹ Mohammad Daud Ali, *Hukum Islam: Pengantar Ilmu Hukum dan Tata Hukum Islam di Indonesia*, (Jakarta: Raja Grafindo Persada cetakan ke- 8, 2000), 50-52

that cause specific laws. The principles that do not cause law are as follows:

a) Divine Principle

This principle is based on the nature of our tawhid to Allah SWT. Where our muamalah activities including agreements will never be separated from this principle of tawhid. Humans have responsibilities to society, themselves and of course responsibility to Allah SWT..⁷²

b) The principle of permissibility

This principle implies that anything can be done as long as it does not violate or there is nothing that prohibits it. The permissions made are of course limited until there is a legal basis that prohibits it. This is the reason that Islam provides a wide opportunity for its servants to develop any transaction in accordance with the times and the needs of society.

c) Principle of Justice

In this principle, the contracting parties are required to be true in expressing their will and circumstances, fulfilling the agreements they have made, and fulfilling all their obligations.

d) Principle of Equality

This principle contains equality in fulfilling rights and obligations.

⁷² Muhammad Syakir Aula, *Asuransi Syari'ah (Life and General): Konsep dan Sistem Operasional*, (Jakarta: Gema Insani Press Cet.1, 2004), 723-727

Where in making an agreement it would be nice to keep equalizing every human being, because each human being has their own advantages and disadvantages among them. Therefore, in making an agreement, each party determines its rights and obligations based on this principle of equality.

e) Honesty Principle

This principle of honesty should be applied in an agreement where this principle can maintain the legality of an agreement so as not to cause disputes between the parties.

f) Written Principle

An agreement should be made in writing so that if there is a dispute, the written agreement can be used as evidence. In QS. Al-Baqarah (2); 282-283 alludes to this where we are encouraged to make agreements in writing and attended by witnesses.⁷³

g) Principle of Good Faith

In accordance with Article 1338 paragraph 3 of the Civil Code, it is explained that "the agreement must be carried out in good faith" this principle means that in carrying out an agreement the parties must carry out the substance of the contract and the performance based on a firm trust and confidence as well as the good will of the parties themselves.

⁷³ Gemala Dewi dkk, *Hukum Perikatan Islam di Indonesia*, (Jakarta: Kencana Prenada Group cet.2, 2006), 37

h) Principle of Benefit

The principle that all forms of agreements made must bring benefits and benefits.⁷⁴

i) Principle of Consensualism

This principle is also contained in Article 1320 of the Civil Code where the article stipulates that one of the conditions for the validity of an agreement is the agreement of both parties. This principle is a principle that states that in general an agreement is not held formally but is sufficient with the agreement of both parties which is a conformity between the will and statements made by both parties.

j) The principle of freedom of contract

In conducting an agreement, the parties are free to enter into any agreement, both in form and content, as long as it does not violate Islamic law. However, this agreement is not absolute. If there are parties who agree to the agreement, the agreement is binding on the parties who agree. In his book, Fathurrahman Djamil explains that Islamic Shari'ah gives freedom to everyone who makes a contract in accordance with what he wants, but what determines the legal requirements are religious teachings.⁷⁵

⁷⁴ M.Tamyiz Muharrom, "Kontrak Kerja: Antara Kesepakatan dan Tuntutan Pengembangan SDM", *At-Tadbir: Jurnal Ilmiah Manajemen*, No. 1 (2019): 41-54
<http://doi.org/10.31602/atd.v3i1.1801/ojs.uniska.ac.id/attadbir>

⁷⁵ Fathurrahman Djamil, "Hukum Perjanjian Syari'ah", (Bandung: Citra Aditya Bakti, 2001), 250

k) Principle of Binding Agreement

In this principle, it can be understood that everyone who makes an agreement is bound to the contents of the agreement that has been agreed upon with the other party in the agreement, so that the agreement is a rule that must be implemented by the parties.

l) The Principle of Legal Certainty

This principle implies that both parties want the parties to fulfill and carry out the agreement.

m) The Principle of Legal Certainty

This principle is contained in the last sentence of QS Bani Israel (17): 15 which means "...and we do not impose punishment except after we have sent an apostle to explain (the rules and threats) of the punishment ..." in this principle is related to the consequences of the agreement. Where the third party of this agreement must respect the substance of the contract made by the parties as if it were a law..

n) The Principle of Personality

This principle means that an agreement is made only for the benefit of an individual. This principle can be understood when looking at article 1315 and article 1340 of the Civil Code. Where article 1315 reads "in general, a person cannot enter into an obligation or agreement other than for himself". Meanwhile, article 1340 explains that "agreements

are only valid for the parties who make them". However, in article 1317 of the Civil Code there is an exception where "An agreement can also be made for the benefit of a third party, if an agreement made for oneself or a gift to another person contains such a condition." With the existence of this article, it explains that a person can enter into an agreement for the benefit of a third party, with the conditions that have been determined.

CHAPTER III

RESEARCH METHOD

A. Type of Research

This research uses empirical juridical research oriented to primary data (field research results). Empirical juridical research is research that analyzes existing problems by combining legal materials and data obtained in the field. This type of research is also defined as field research by seeing and observing what happens in the field and the application of these regulations in society.⁷⁶

Empirical research is also used to observe the results of human behavior in the form of physical relics and archives.⁷⁷ This research includes empirical legal research which will examine the transfer of international transactions in the Flip Globe feature in the Flip Application which will examine what agreements are used in international transactions in the flip globe feature. Then review it using Sharia economic law and the laws and regulations concerning the transfer of international transactions.

B. Research Approach

The research approach used in this research is a qualitative descriptive approach, where a qualitative approach is a way of analyzing the results of research that produces analytical descriptive data, namely data stated by respondents in writing or

⁷⁶ Sarjoeno Soekanto, *Pengantar Penelitian hukum* (Jakarta: UI Press, 1986), 172

⁷⁷ Mukti Fajar, Yulinto Achmad, "Dualisme Penelitian Hukum Empiris & Normatif, (Pustaka Pelajar, 2010), 280

orally as well as real behavior, which is studied and studied as a whole.⁷⁸

Other approaches used in this research are the sociological approach and the statutory approach. The sociological approach is an approach that examines the provisions and legal norms that exist in society and the interaction between the two.⁷⁹ This research examines the legal provisions relating to international transaction transfers and the Flip Globe feature in the Flip application as Fintech (Financial Technology) which provides remittance services.

Meanwhile, the statutory approach is by examining the existing provisions or regulations.⁸⁰ In this study, namely regulations relating to international transaction transfers, Fintech applications and also reviewed through Sharia economic law.

C. Research Location

This research was conducted on Flip Application.

D. Method of Subject Determination

The method of determining the subject is by determining the population and sample. Population is a number of people or units that have the same characteristics or characteristics.⁸¹ In this case, all objects are observed in the study. The population in this study are users of the special flip application who have used the Flip Globe

⁷⁸ Mukti Fajar, Yulinto Achmad, "Dualisme Penelitian Hukum Empiris & Normatif, (Pustaka Pelajar, 2010), 192

⁷⁹ Sarjoeno Soekanto, Pengantar Penelitian hukum (Jakarta: UI Press, 1986), 12

⁸⁰ Peter Mahmud Marzuki, *Penelitian Hukum*, (Jakarta: Kencana, 2007), 96

⁸¹ Sarjoeno Soekanto, Pengantar Penelitian hukum (Jakarta: UI Press, 1986), 172

feature.

A sample is an example of a population. The sample used in this study is random sampling. Random sampling is a sample search activity by generalizing the entire population and selecting randomly. This type of sample can also be called probability sampling where there is an equal opportunity and independence for the elements of the population to be selected as elements of a particular sample.⁸² Random sampling is carried out to all users of the Flip application specifically for those who have used the Flip Globe feature by means of simple random sampling, namely that each element of the population has the same opportunity to be selected as an element of the sample to be drawn.

E. Data Sources

Data sources are very important in a study, because it is with data sources that the author can analyze what is happening and find answers to every question in the study. There are two types of data sources used in legal research, namely primary data sources and secondary data sources.

Primary data is data obtained by direct research for the first time, namely community behavior and through research.⁸³ In this case, it is the data or the process of transferring international transactions made by Flip application users when using the Flip Globe feature and about the object of research. Primary data, obtained by

⁸² Sarjoeno Soekanto, Pengantar Penelitian hukum (Jakarta: UI Press, 1986), 176

⁸³ Sarjoeno Soekanto, Pengantar Penelitian hukum (Jakarta: UI Press, 1986), 12

interview and documentation techniques, while interviews were conducted with several Flip application users.

While secondary data sources, are data sources that are used as a complement to primary data. Obtained from several articles, books, documents, and other types of research.⁸⁴ The books, articles and writings in this research are about international transaction transfers according to legislation and according to sharia economic law. In addition to legislation and other books as follows:

- Civil Code
- Law No. 3 of 2011 concerning Transfer of funds
- Bank Indonesia Regulation Number 14/23/PBI/2012 on Fund Transfers
- Bank Indonesia Regulation Number 23/6/PBI/2021 concerning Payment Systems.
- PBI No. 19/12/PBI/2017 on the Implementation of Financial Technology (hereinafter referred to as PBI Fintech),
- Law No. 8 Year 1999 on Consumer Protection.
- Al-Qur'an, books and other books that discuss fund transfers, fintech and sharia agreements.
- Other related articles

⁸⁴ Sarjoeno Soekanto, Pengantar Penelitian hukum (Jakarta: UI Press, 1986), 12

F. Technique of Data Sources Collection

The data collection techniques used in this research are interviews and documentation. The interview data collection technique is a process that is passed by seeking information and information about the problem to the research subject. The research subject in this case is the Flip Application User specifically on the Flip Globe feature. Interviews are conducted via chat and/or meet in person. As for this research, interviews were conducted to: Flip application users specifically on the Flip Globe Feature.

Documentation is a data collection technique carried out by collecting documents, data and records related to this research. With the intention, that the data search process is carried out with written data that contains an outline of the problem in the research.⁸⁵ The documentation in this study is concrete data that is used as a source in research regarding data obtained from users of the flip globe feature regarding the mechanism for using the flip globe feature in the Flip application in terms of sharia economic law.

G. Data Analysis Method

There are several data processing techniques used in this study, namely:

a. Editing⁸⁶

At this stage the researcher will re-examine the data that has been obtained in

⁸⁵ Sarjoeno Soekanto, *Pengantar Penelitian hukum* (Jakarta: UI Press, 1986), 12

⁸⁶ Moh. Kasiram, *Metodologi Penelitian*, (Malang: UIN-Malang Press, 2008), 132

the form of clarity of meaning and relevance to the research theme, namely examining the data generated through interviews with flip application users, especially the flip Globe feature.

b. Classifying⁸⁷

Researchers classify research data on the formulation of the problem, so that the data obtained contains information that is needed in research both in terms of the mechanism for transferring international transactions on the Flip Globe feature, as well as testimonials from Flip application users.

c. Verifying⁸⁸

In this case the researcher will recheck the data that has been collected previously about the results of interviews and documentation obtained from users of the flip application regarding its validity whether it is valid and appropriate.

d. Analyzing⁸⁹

The fourth is analysis (analysing), where the existing data is organized and organized in a basic description. The analysis process is carried out by combining the research results with the theories used, namely the data that researchers have obtained through the Flip application, books that support this

⁸⁷ Lexy J. Moloeng, *Metode Penelitian Kualitatif*, (Bandung: Remaja Rosdakarya, 2002), 104-105

⁸⁸ Lexy J. Moloeng, *Metode Penelitian Kualitatif*, (Bandung: Remaja Rosdakarya, 2002), 104

⁸⁹ Lexy J. Moloeng, *Metode Penelitian Kualitatif*, (Bandung: Remaja Rosdakarya, 2002), 248.

research, documents related to the problem in the form of journals, newspapers, articles, internet media, and data issued by PT Fliptech Lentera Inspirasi Pertiwi or Flip.id. Then the data is analyzed and interpreted through data from the perspective of Sharia Economic Law.

e. Concluding⁹⁰

At this stage the researcher makes conclusions from all the data that has been obtained from the research activities that have been analyzed and then writes it down in chapter IV.

⁹⁰ Moh. Kasiram, *Metodologi Penelitian*, (Malang: UIN-Malang Press, 2008), 148.

CHAPTER IV

DISCUSSION OF RESEARCH FINDINGS

A. Research Result

During the research period, the researcher obtained the results from three sources who complained about the obstacles on the mediakonsumen.com web. The sources are willing to be interviewed, all the information of the sources is the object of field research on international transactions in the Flip application from the perspective of Law no.8 of 1999 concerning consumer protection and sharia agreements (Case study on the Flip application at PT. Fliptech lentera pertiwi). In this chapter, the research results are presented in line with the research objectives In the process of obtaining data, researchers obtain data by interviewing sources via zoom and video call via Instagram by asking several questions that refer to the interview guidelines.

The following are the results of interviews regarding the problems or obstacles experienced by the interviewees when using the flip application, Flip's response in solving user problems, Flip's suggestions and the time span for resolving user problems, Flip users' understanding of the terms and conditions in the Flip application, Flip user testimonials on Flip's response in solving problems experienced by users.

1) Feriadi, from Palembang

The first resource person is Mr. Feriadi from Palembang, as a Flip user who has been using the Flip application for almost 2 years, Mr. Feriadi revealed his experience when he first used Flip to transact abroad, the resource person explained that his money did not reach the recipient when he wanted to make a transaction to Slovenia with a total transfer of 1,500 EUR.⁹¹



GAMBAR 22.4 TRANSACTION PROOF OF FERIADI (1ST RESOURCE)

Seen from the proof of transaction attached by Mr. Feriadi above, it can be seen that the transactions sent to the destination account total 1,500 Euros. When viewed, the informant claimed to send money on August 5, 2022, where the selling rate of

⁹¹ Feriadi, wawancara, (Malang, 15 Desember 2022)

the Euro transaction at that time if converted was 15,272.22 per 1 Euro, so 1500 Euros if converted is around Rp22,908,330.00.

During the money transfer process, the informant experienced problems where the money sent by the informant did not reach the recipient of the money, as stated by Mr. Feriadi as follows, he felt odd, because from the beginning the proof of transaction listed on the notification he received, looked incomplete, because there was no writing of the recipient's complete account number, or the swift code number and IBAN code. Then the informant tried to send an email to the recipient, and the recipient confirmed that no money had entered his account.⁹²

As explained in the previous sub-chapter, that IBAN Code is a transaction procedure that uses a Sort code or branch code used to ensure transactions are directed to the right branch, where this code is needed for transfers to European countries that are members of SEPA (Single Euro Payments Area), and Slovenia is one of the European countries.

After receiving recognition from the recipient of the money that the money has not arrived, as the sender of the money, Mr. Feriadi complained about the problem through the Flip application, and the informant told about the response of Flip when the informant complained about the problem to the flip customer service. Then the informant was asked for more complete proof of transfer. However, after the proof

⁹² Feriadi, wawancara, (Malang, 15 Desember 2022)

of transfer was sent, he no longer received confirmation or response from the customer service flip after weeks.⁹³



GAMBAR 23.4 EMAIL PROOF OF FERIADI (1ST RESOURCE)

From the email sent by Flip's customer service, it contains information regarding the transaction number and informs that there has been no update regarding the transaction made by the source. Mr. Feriadi also said that he was waiting for confirmation from Flip's customer service to include proof of transfer which included the recipient's full address or account, but after waiting for weeks there was no response from Flip regarding the proof of transaction requested by the informant.

The informant also said that when making a transaction, the informant made sure that the transaction stages had been carried out correctly including reading the

⁹³ Feriadi, wawancara, (Malang, 15 Desember 2022)

terms and conditions entirely when making overseas transactions. As a user who feels that he has suffered a loss, of course he asks for compensation from Flip when he suffers a loss, the informant said about Flip who did not respond to his complaint to ask for compensation according to his narrative.

Until finally, he tried various ways to contact the Flip party, but apparently there were no results. Then he complained about his problem on the consumer media web, and he hoped that his problem would get a response from Flip, apparently Flip had not responded to his complaint. Until finally the source published his problem on various personal social media pages including Twitter, Instagram and Facebook. As a result, after he blew up to his social media page, Flip finally responded and gave compensation as he requested.⁹⁴

The informant also said about the time span for solving the problem, he said that the problem was resolved for almost two months from the time his complaint was responded to by the flip until the complaint was resolved. Then the questioner asked about understanding Flip's terms and conditions to the informant, where the terms and conditions explained about compensation and the time span for problem solving. The informant admitted that he did not know the terms and conditions.⁹⁵

The questioner also asked about the testimonials of using the flip application about how satisfying the Flip application is in facilitating the needs of its users, the

⁹⁴ Feriadi, wawancara, (Malang, 15 Desember 2022)

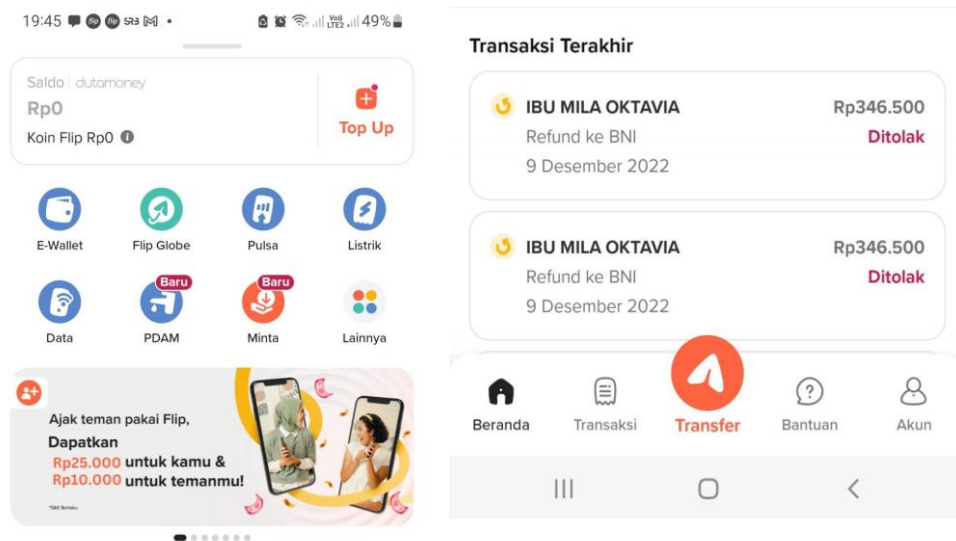
⁹⁵ Feriadi, wawancara, (Malang, 15 Desember 2022)

informant suggested using the flip application if the nonimal transaction is not large and only for domestic transactions, but if you need an outside transaction, he recommends that users look for other alternatives besides the Flip application.

2) Mila Oktavia, from Bekasi

The second speaker, Mila Oktavia from Bekasi, told about her experience using the Flip regular feature, which is an interbank transfer service free of admin fees. The informant claimed to have experienced problems when making two transactions from BNI bank to BCA, but the informant forgot to include a unique code (3 digit number) behind the transfer amount, then the informant submitted a refund in the flip application, but the submission was rejected.⁹⁶

⁹⁶ Mila Oktavia, wawancara, (Malang, 13 Januari 2023)



GAMBAR 24.4 TRANSACTION PROOF MILA OKTAVIA (2ND RESOURCE)

The informant said the reason Flip (customer service) rejected the refund submission, because the flip stated that the proof of transfer used to submit the refund had been used for other transactions, even though the informant claimed to have sent a photo of the proof of transfer as requested by the flip application.

After reading the statement from the flip, Mila Octavia as a flip user tried another way to complain, namely by sending an email to the flip customer service, when the informant sent an email to the flip, the flip stated that the money was successfully sent, but when the informant checked the account mutation to BNI bank it turned out that there was no money in the account, and there was only a balance that had been deducted.⁹⁷

⁹⁷ Mila Oktavia, wawancara, (Malang, 13 Januari 2023)

Then the informant tried to send the uploaded proof of BNI account mutations and the destination bank account to the flip, and found the flip customer service response asking the informant to wait, because the flip was trying to check related to the transactions made by the informant.

Because the informant felt that he was waiting too long and the response from the customer service remained the same, the informant tried to contact the customer service by telephone and the flip's answer stated that the informant's complaint had entered the reporting and had been handled, but in fact the obstacle complained of had not been resolved.⁹⁸

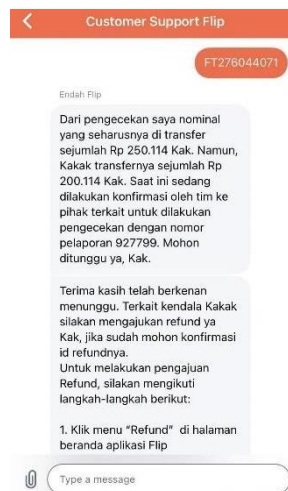
The informant also said that up to two months passed, since the informant made a complaint of obstacles to the flip until the time the questioner conducted an interview with the informant, the obstacles complained about to the flip had not yet been resolved.

Then, the questioner asked about the terms and conditions of the flip to the informant, whether the informant knew the terms and conditions or had read them. The informant claimed to have known about the terms and conditions in the flip application but had never read them. Furthermore, the speaker revealed testimonials of using the flip application.

3) Nurul Falah

⁹⁸ Mila Oktavia, wawancara, (Malang, 13 Januari 2023)

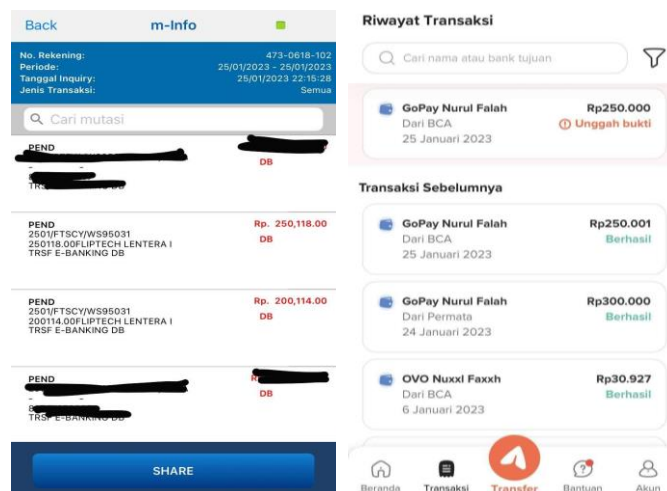
Pembicara ketiga, Nurul Falah dari Batam, menceritakan tentang kendalanya saat menggunakan aplikasi flip. Dimana ketika ia ingin melakukan top up gopay, dari gopay sumber ke akun gopay flip, sumber sebagai pengirim uang salah menetik nominal. Ketika narasumber menyadari bahwa ia salah menetik nominal, ia langsung mencoba mengadakan masalah tersebut kepada pihak flip (customer service) melalui live chat yang ada di dalam aplikasi tersebut karena berniat untuk mengajukan refund.⁹⁹



GAMBAR 25.4 EVIDENCE OF NURUL FALAH'S CHAT WITH THE FLIP TEAM (3RD RESOURCE)

⁹⁹ Nurul Falah, wawancara, (Malang, 20 Februari 2023)

Setelah melaporkan masalah tersebut ke customer service, informan melakukan transaksi baru dengan jumlah yang sama namun dengan kode unik yang berbeda karena informan membutuhkan dana tersebut untuk segera dikirim, dan transaksi kedua berhasil.¹⁰⁰



GAMBAR 26.4 EVIDENCE OF NURUL FALAH'S TRANSACTION HISTORY (3RD RESOURCE)

From the proof of transactions and account mutations above, there are two different transactions. In the mutation of the source's account, it is written that the balance has been deducted with a different nominal, where the destination of sending the two transactions is PT.fliptech lanera which is the account of flip. And also, in the transaction history above, it can be concluded that there is evidence of a failed transaction, and below the transaction, there is a successful transaction and the

¹⁰⁰ Nurul Falah, wawancara, (Malang, 20 Februari 2023)

nominal value of both matches the nominal value written in the informant's complaint, and the failed transaction is the first transaction that is attempted to be refunded, and the second transaction is a successful transaction.

After the second transaction was completed, in the interval of waiting for the refund process of the first transaction, the informant received a notification that his refund application was rejected on the grounds that the proof of transfer was used for another transaction, until the informant tried to apply for a refund 3 times, but his application was still rejected.



GAMBAR 27.4 PROOF OF NURUL FALAH REFUND STATUS (3RD RESOURCE)

Because the refund application was rejected, the informant sent an email to the flip customer service by attaching proof of rejection in the submission and mutation of the account that had been deducted, intending to inform that his refund application was rejected, the informant admitted that he regretted the response from the flip

which seemed to be hands off and said that the cause of his refund application was rejected due to negligence on the part of the informant as a flip user.¹⁰¹



GAMBAR 28.4 EMAIL PROOF OF NURUL FALAH (3RD RESOURCE)

From the email screenshot evidence above, it can be seen that the flip states that the refund cannot be processed, because the failed transaction is the negligence of the source as a flip user and the funds submitted as a refund submission have been used for other transactions. Then in the next sentence is written one of the standard clauses of the flip terms and conditions which states that flip is not responsible for errors in giving orders, one of which is when the user writes the wrong amount during the transaction.

¹⁰¹ Nurul Falah, wawancara, (Malang, 20 Februari 2023)

After getting an email from customer service, the informant still tried to complain many times so that the problems he experienced could be resolved, but his efforts did not produce results. Until finally the informant took the initiative to write a complaint article on the mediakonsumen.com website, and one hour after making the article, the flip decided to refund the informant's money.¹⁰²

Furthermore, the questioner asked about the terms and conditions in the flip, the informant admitted that he knew the terms and conditions of the flip but had never read the terms and conditions. Then the informant revealed testimonials related to his satisfaction when using the flip application.

¹⁰² Nurul Falah, wawancara, (Malang, 20 Februari 2023)

B. Analysis of International Transfer on Flip App from the Perspective of Consumer Protection Law

Consumer protection is the principles and rules that regulate and protect consumers in relationships and problems of supply and use of products and between providers and users of services in everyday life. According to Law number 8 of 1999 concerning consumer protection, article 1 paragraph 1, what is meant by consumer protection is all efforts aimed at realizing legal certainty in order to protect consumer rights.¹⁰³

So it can be interpreted that the presence of consumer protection laws is an effort to ensure legal certainty and provide protection to consumers. The existence of legal certainty includes two things, namely the certainty of the formulation of legal norms and principles that do not conflict with each other, both from the articles of the law as a whole and those related to other articles outside the law. And, certainty in implementing legal norms and principles, especially regarding consumer protection.

And it is hoped that the formulation of legal norms and principles, especially regarding consumer protection, can provide legal certainty that does not only apply juridically or only for the sake of the law, but its existence can touch the community, so as not to become a dead law (*doodrgel*) or only as a juridical decoration in human life.

¹⁰³ Pasal 1 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

In accordance with the explanation above, the consumer protection law is a law that bridges the interests of consumers and business actors. No exception between PT Fliptech lanera Inspirasi pertiwi as a business actor, with flip application users as consumers.

In this case study, it has been explained in the previous chapter regarding user complaints when transacting in the flip application. Based on the information received by researchers from interview sessions with three sources, the researchers classify the legal analysis with each problem or obstacle experienced by the sources..

1) Mr. Feriadi's problem

As a flip user, Mr. Feriadi complained that after completing the transaction he received a notification that the transaction was successful, but when checked by the recipient, the money had not yet entered the recipient's account. And when the source tried to complain about the problem to the flip and followed the procedures written in the flip article, and fulfilled the complaint requirements as requested by the customer service as a representative of the flip, the flip's response only asked the user to wait for further confirmation. But until it has been running for weeks, the flip has not provided further confirmation regarding the status of the transaction being rejected or has reached the recipient (proof of transaction). Whereas in the terms and conditions of foreign transactions it is written that:

“The transaction status indicates that the funds have been successfully/failingly received by the recipient's account. If the sender or

*recipient of funds needs further information regarding the status, Flip will help convey the request to Flip partners and convey related information as soon as possible”.*¹⁰⁴

Mr. Feriadi as a user has followed the procedures available in the flip article, but the flip still does not attempt to make transparency regarding the status of user transactions.

Researchers argue that flip does not fulfill the consumer's right to obtain information regarding the truth of the user's transaction status, which is explained in the consumer protection law Article 4 letter b, that consumers have the right to obtain correct and honest information related to the condition and guarantee of the goods and services used.

Business actors are also required to provide transparency regarding the clarity of information on the status of user transactions, this is in accordance with Article 7 letter b of Law number 8 of 1999 concerning consumer protection which explains that business actors must inform correctly, clearly and honestly regarding the conditions and guarantees of goods and services and explain the procedures for using, repairing and maintaining goods.¹⁰⁵

According to the confession of the informant who stated that he had followed the procedures or procedures written in the flip articles about the

¹⁰⁴ Flip, “Syarat dan Ketentuan” Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

¹⁰⁵ Pasal 7 huruf b Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

solution to the problem of money that had not reached the recipient, this is a consumer obligation stated in the Law on consumer protection which states that consumers are encouraged to read and follow the directions, information and procedures for the use and utilization of goods and services in order to ensure the safety and security of users.

However, in handling the obstacles, the flip does not show clear information regarding the status of the transaction and clarity about the solution to the obstacles experienced by users. Of course this is not in accordance with the provisions contained in Law number 8 of 1999 concerning consumer protection in Article 8 letters a and f which stipulate the prohibition for business actors to produce and trade goods and services that deviate from the agreements stated in the label, etiquette description, advertisement or promotion of goods and / or services traded.¹⁰⁶

Because the source felt disadvantaged, of course the source asked Flip for compensation to return his funds because Flip did not provide clarity regarding the status of the transaction and the continuation of the source's complaint, so the source tried various ways for Flip to compensate for his losses. One of them is by writing a complaint article on the mediakonsumen.com website, then the informant tries to raise the problem to his social media page, and after doing

¹⁰⁶ Pasal 8 huruf a & f Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

many ways to complain, Flip finally compensates for the informant's losses after one month.

It appears from the chronology submitted by the informant that the flip did not provide clear information regarding the continuation of the transaction or the intention to compensate, until finally flip compensated for the losses experienced by the informant after he tried various ways to complain.

In its terms and conditions, flip intends to compensate for the losses suffered by users, but with the maximum amount recorded in the flip system, this statement is stated in article 11 letter “g” which reads :

“You acknowledge and agree that in the event of any loss suffered by you in the use of flip services which has been proven to be caused by flip's fault or negligence, flip's liability to you or to any third party is limited to the amount of the transaction fee paid. The maximum amount that we will be liable under any circumstances for any actual (material) loss proven to have been suffered is limited to the lower of the amount of the transaction fees paid (as recorded in accordance with our system) or a maximum of Rp 10,000,000 (ten million Rupiah).”

Good faith is something that is required for business actors in running their business, this is stated in the consumer protection law, Article 7 letter a which reads:

“Beritikad baik dalam melakukan kegiatannya”.¹⁰⁷

Compensation is a consumer right that must be given when the services provided are not as promised by the business actor. This is in line with the

¹⁰⁷ Pasal 7 huruf a Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

consumer protection law in Article 4 paragraph f which guarantees the rights of consumers to obtain compensation for compensation or replacement of goods and / or services whose conditions are not in accordance with the agreement when or not in accordance with what should be. So it is appropriate, the flip party is in good faith to compensate for the losses suffered by its users.

2) Mrs. Mila Oktavia's problem.

When making two transactions from BNI bank to BCA, but the informant forgot to include a unique code (3 digit number) behind the transfer amount, then the informant submitted a refund in the flip application, but the submission was rejected by Flip (customer service) on the grounds that the proof of transfer for refund submission had been used for other transactions. Even though the informant claimed to have sent a photo of proof of transfer as requested by the flip.

The informant tried another way to complain by sending an email to the flip customer service, and got a reply from the flip that the money was successfully sent, but when checking the account mutation to the BNI bank it turned out that the money had not entered the account. Then upload evidence of BNI account mutations and destination bank accounts to the flip to file a complaint. And the flip customer service asked to wait, because the flip was trying to check the status of the transaction in question. Then, because the informant felt that he was waiting too long because the response from the customer service remained the same, the informant tried to contact the customer

service by telephone and the flip's answer stated that the informant's complaint had entered the reporting and had been handled, but in fact until two months passed, the problem complained of had not been resolved.

The mistake made by the source when he forgot to add a unique code behind the transfer amount. Actually flip has written an article related to refund procedures for flip users who forget to add a unique code during the transaction process, on the one hand flip also needs a process to check user transactions. But in the terms and conditions in the flip application, there is a clause that states, flip will not bear losses caused by user negligence or error. This is written in article 11.5.3, namely:

“Your error in providing a Funds Transfer Order, including but not limited to Recipient data error, funds amount error, and multiple Funds Transfer Orders due to Your error entering into Our system resulting in multiple Funds Transfer Transactions”.¹⁰⁸

However, in another clause, flip states that it will take actions within reasonable limits to help resolve user problems, which is stated in clause 11.6 which reads:

“We will take actions within reasonable limits to help resolve the problems you face in the event of a transaction error through the Platform arising from your negligence”.

It can be seen from the two clauses above, there are contradictions that may confuse users in understanding the terms and conditions. However, the issue

¹⁰⁸ Flip, “Syarat dan Ketentuan” Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

of compensation is urgent and something that should not be ignored by flip as a business actor, because compensating flip users as consumers is a consumer right regulated in Law number 8 of 1999 concerning consumer protection article 4 letter h, that one of the rights of consumers is to get compensation for compensation or replacement of goods and / or services whose conditions are not in accordance with the agreement when or not in accordance with as it should be.¹⁰⁹

And also an obligation that should be carried out by business actors, as stated in Law number 8 of 1999 concerning consumer protection, Article 7 letter g which obliges business actors to provide compensation, as well as compensation and replace goods and services that are not in accordance with the agreement when received or utilized by consumers.¹¹⁰

3) Mrs. Nurul Falah's Problem

The obstacles experienced by Nurul Falah have similar problems as Mila Oktavia, where the informant experienced problems when he wanted to top up gopay, from the informant's gopay to the gopay flip account. However, during the transfer process, the informant typed in the wrong nominal. Then the informant tried to complain about the problem to the flip (customer service) via live chat in the application because he intended to apply for a refund. And it

¹⁰⁹ Pasal 4 huruf h Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

¹¹⁰ Pasal 7 ayat g Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

turned out that the first transaction refund submission was rejected on the grounds that the transfer funds had been used for other transactions, until the informant tried to submit a refund 3 times, but the submission was still rejected.

Because the refund application was rejected, the informant sent an email to the flip customer service by attaching proof of rejection in the application and the mutation of the account that had been deducted, but the flip responded with an opinion as if it was hands off and said that the cause of the refund application being rejected was the negligence of the informant as a flip user.

After that, the source showed an email reply from customer service informing him that the transfer funds had been used by other transactions, and under the statement it was stated that flip was not responsible for the problems experienced by users according to the clause in the terms and conditions of flip article 11 number 5.3.

This certainly makes the informant as a flip user feel disappointed, although it cannot be denied that the flip or customer service always responds to complaints from its users continuously and intensely. This is in accordance with Law number 8 of 1999 concerning consumer protection, Article 7 letter c which stipulates that business actors must treat or serve consumers well and honestly and not discriminate and not discriminate against them.¹¹¹

¹¹¹ Pasal 7 ayat c Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

After receiving an email from customer service, the source still tried to complain many times so that the problems he experienced could be resolved, but his efforts did not produce results. Until the informant took the initiative to write a complaint article on the mediakonsumen.com website, and one hour after making the article, the flip decided to refund the informant's money.

From the confessions of the sources above, if they are examined they do various ways so that their complaints are responded to by Flip, one of which is to raise their complaints to the mediakonsumen.com website page, one of the sources also raised their problems to social media. With regard to that, flip has included provisions regarding the timeframe for resolving disputes stated in flip's terms and conditions article 12.1 which states that:

"All disputes that arise between you and us in connection with the implementation of these Terms and Conditions are resolved by deliberation and consensus, with a period of 30 (thirty) days from the time the dispute is informed to us".¹¹²

And the provision that users keep all information related to the problem or dispute resolution process confidential. The provision is stated in Article 12.2 which reads:

"Before contacting us directly to negotiate a settlement of the problem or dispute, you are obliged to keep confidential all information related to the Dispute and the settlement process and are therefore prohibited from in any way disseminating, announcing, notifying, making writings to any party regarding the existence of the Dispute or the settlement process, including but not limited to, through mass media (online, print, television or other media) that can corner Flip.". If you violate this provision, you hereby acknowledge and agree that all

¹¹² Flip, "Syarat dan Ketentuan" Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

or part of your right to use the Flip Service, Platform, and/or Account may at any time be terminated or deactivated by us either temporarily or permanently”.

The standard clause above is the flip terms and conditions that are determined unilaterally by the flip as a business actor. And from the confession of the informants, they only know about the flip terms and conditions but have never read the terms and conditions as a whole.

It is appropriate for flip application users as consumers to read the terms and conditions as a whole so that users can be more careful and careful and wiser in using the flip application. This is also stated in Law number 8 of 1999 concerning consumer protection, Article 5 letter a that the obligations of consumers are to read or follow the information and procedures for using goods and / or services, for safety and security.¹¹³

Regarding standard clauses, it is actually regulated in Law Number 8 of 1999 concerning Consumer Protection Article 1 Paragraph 10, which states that Standard clause is a set of rules and provisions of conditions that have been prepared and determined in advance unilaterally by business actors compiled in a document and or agreement that is binding and must be fulfilled by consumers.

According to Sutan Remy Sjahdeini, a standard agreement is an agreement in which almost all clauses are standardized by the user and the other party basically has no opportunity to negotiate or request changes. Standard clauses are usually made by parties in a stronger position, which in reality is usually held

¹¹³ Pasal 5 ayat a Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

by business actors, which in this case is the flip party. The content of standard clauses is often detrimental to the party receiving the standard clause, namely the consumer, which in this case is the flip user, because it is made unilaterally.

And researchers argue that some of the standard clauses in the terms and conditions of the flip are not in accordance with the provisions of the Consumer Protection Law regarding the provisions for the inclusion of Standard Clauses Article 18 paragraph 1 which states that:

First, in offering goods and/or services traded, business actors are prohibited from making or including standard clauses in any documents and/or agreements that.¹¹⁴

a. Stating the transfer of responsibility of the business actor;

The provisions of the article above are a prohibition for business actors to include standard clauses or exoneration clauses, where the clause contains a transfer of responsibility. And one of the exoneration clauses in flip's terms and conditions is article 11 Paragraph 5.3 and 11 paragraph 8 which states that flip requests that users waive claims for compensation for user negligence. This clause is not in accordance with the provisions of the article above, and also not in accordance with article 18 paragraph 1 of the consumer protection law which states that:

¹¹⁴ Pasal 18 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

- b. Stating that business actors have the right to refuse the return of money paid for goods and/or services purchased by consumers;*

Flip's terms and conditions also state that consumers must be subject to and comply with the terms and conditions and their derivatives that may be made by flip. These terms and conditions are also considered as a reference to regulate flip and users including privacy policies or other provisions that can be changed at any time. Meanwhile, this is contrary to Article 18 paragraph 1 of the Consumer Protection Law, which states that:¹¹⁵

- g. Stating that consumers must be subject to new, additional, further regulations and / or further changes made unilaterally by business actors during the period when consumers utilize the services they buy.*

Furthermore, Article 18 of the Consumer Protection Law regulates several other provisions that must be obeyed by business actors in the inclusion of standard clauses, namely in paragraphs 2, 3 and 4.:

2. Business actors are prohibited from including standard clauses whose location or form is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand.
3. Every standard clause stipulated by business actors in documents or agreements that fulfill the provisions as referred to in Paragraph (1) and Paragraph (2) shall be declared “null and void”.
4. Business actors are obliged to adjust standard clauses that contradict this law.

¹¹⁵ Pasal 18 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

And researchers argue that flip terms and conditions are standard agreements that contain exoneration clauses, with characteristics, namely:

- a. In general, the contents are determined by the party in a stronger position;
- b. Weak parties generally do not participate in determining the contents of the agreement which is an incidental element of the agreement;
- c. Driven by its needs, the weaker party is forced to accept the agreement;
- d. The form is written;
- e. Prepared in advance in bulk or individually.¹¹⁶

Restrictions on standard contracts are not only limited by the Consumer Protection Law, but standard contracts are also limited by the Consumer Dispute Resolution Agency (BPSK). Yusuf Shofie argues that "in real terms, the existence of BPSK is not always related to consumer disputes between business actors and consumers, but the role of BPSK is to supervise the inclusion of standard clauses by business actors to create a balance of the interests of business actors and consumers.

¹¹⁶ Fenty Rizka Astari, "Perlindungan Hak Konsumen Akibat Aturan Klausula Baku USAha Karaoke Keluarga di Pekanbaru Ditinjau Berdasarkan Undang-undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" *Jurnal Online Mahasiswa Fakultas Hukum Universitas Riau*, no. 1(2016): 7 <https://media.neliti.com/media/publications/115840-ID-perlindungan-hak-konsumen-akibat-aturan.pdf>

Regarding the responsibility given by the flip as a business actor to the flip user as a consumer, it is the responsibility of the business actor to the consumer based on the principle of Strict liability. The principle of strict liability is the principle of responsibility that is not based on aspects of fault/negligence and contractual relations (privity of contract), or negligence as a behavior that is not in accordance with the standard of conduct established by law and the existence of a duty of care (obligation to maintain the interests of others).¹¹⁷ However, it is based on the defect of the product (objective liability) and the risk or loss suffered by consumers (risk based liability).

It is said that the main purpose of the principle of absolute liability is to guarantee the consequences or legal consequences of a product that results in harm to consumers.¹¹⁸ Strict liability does not require mens rea as an element that must be proven, as stipulated in the law.

Business actors are considered to be liable if there has been a loss to consumers due to consuming or using a product and therefore the business actor must compensate for the loss. In the consumer protection law, the discussion of the responsibility of business actors to consumers is contained in Article 19 paragraphs 1 to 5, which states:

¹¹⁷ Abuyazid Bustomi, "Tanggung Jawab Pelaku Usaha Terhadap Kerugian Konsumen," *Solusi*, no. 2 (2018): 162 <https://doi.org/10.36546/solusi.v16i2.125>

¹¹⁸ Yudha Hadian Nur, Dwi Wahyuniarti Prabowo, "Penerapan Prinsip Tanggung Jawab Mutlak (Strict Liability) Dalam Rangka Perlindungan Konsumen.," *Buletin Ilmiah Litbang Perdagangan*, no. 2 (2011): 182-183 <https://doi.org/10.30908/bilp.v5i2.127>

- 2) *Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumption of goods and/or services produced or traded.*¹¹⁹

Article 19 paragraph 1 mentions various forms of things that require a business actor to provide compensation to consumers. With regard to the obstacles experienced by the interviewees, two of the three interviewees revealed that Flip provided compensation to them, even though they had to do various ways to convey their demands for compensation to the flip.

- 3) *Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and or services of a similar or equivalent value, or health care and or compensation in accordance with the provisions of the applicable laws and regulations.*

Article 19 paragraph 2 above explains the various forms of compensation that can be sought by business actors to consumers. From the statements of the interviewees, they admitted that the compensation they requested had been given by the flip. The form of compensation given is in the form of a sum of money according to the nominal value stated in the transaction requested by the user.

- 4) *Compensation shall be made within 7 (seven) days after the date of the transaction.*

The provisions in the article above emphasize that the time limit for compensation is 7 days after the transaction date. On the other hand, in this case some of the interviewees gave different information regarding the request for

¹¹⁹ Pasal 19 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

compensation after knowing that they experienced problems. The first interviewee revealed that the flip party had the intention to resolve the user's problem after more than a month of complaints. The second informant admitted that the flip did not provide compensation according to his request. Then the third informant revealed that, the flip gave the compensation requested by the user, one day after the informant made various efforts to request compensation to the flip.

So it can be concluded, the article above explains that the provision of compensation is carried out within 7 (seven) days after the transaction date. This provision has a negative impact on consumers and business actors. Consumers are at a loss if the request for compensation is submitted later than 7 days after the transaction. Meanwhile, business actors who provide guarantees of compensation to consumers more than 7 (seven) days after the transaction date have automatically violated the provisions of *a quo*.¹²⁰

In addition, there is another provision regarding the period for granting compensation in Article 27 letter e which explains that business actors who produce goods are exempted from liability for losses suffered by consumers, if the period of prosecution exceeds 4 (four) years from the time the goods were purchased or the expiration of the agreed period.

When viewed from the two articles above, there is a contradiction between one another. Therefore, in order not to cause problems in the future, it would be

¹²⁰ Clinton Satria Hanas, I Gusti Ngurah Dharma Laksana, "Pengaturan Tenggang Waktu Pemberian Ganti Kerugian oleh Pelaku Usaha kepada Konsumen" *Kertha Negara: Journal Ilmu Hukum*, no. 2 (2022): 211 <https://ojs.unud.ac.id/index.php/Kerthanegara/article/view/79115>

better if the business actor provides compensation no later than 7 days after the request for compensation, or refers to the agreement between the two parties in accordance with the agreed agreement.

- 5) *The provision of compensation as referred to in paragraph 18 and paragraph (2) shall not eliminate the possibility of criminal prosecution based on further proof of the existence of an element of guilt.*

Article 19 paragraph 4 explains the possibility of criminal prosecution as a further effort, if mediation efforts between consumers and business actors fail to find a win-win solution or meeting point. And of course, criminal charges must be based on strong evidence that there is an element of guilt in the disputed case.

Referring to the statements of the informants, none of them had the intention to pursue their petition as a criminal charge. This is because both parties, namely the informant as a flip user and flip as a business actor, resolve problems between them by deliberation and consensus. This is in accordance with the terms and conditions of flip article 15.1 which states that:¹²¹

“All disputes arising between You and Us in connection with the implementation of these Terms and Conditions shall be resolved by deliberation and consensus, with a period of 30 (thirty) days from the time the dispute is informed to us”.

- 6) *The provisions referred to in paragraphs (1) and (2) shall not apply if the business actor can prove that the fault is the fault of the consumer.*

¹²¹ Flip, “Syarat dan Ketentuan” Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

According to the second and third informants, they stated that they made a mistake during the transaction process, which then when the transaction failed, the informants asked for their money back or compensation to the flip. On the other hand, the flip argues that when there is negligence caused by the user, the flip is not responsible for all forms of demands including requests for compensation. This is written in the terms and conditions of flip article 14.6 letter c, namely:

*"To the extent permitted by the Applicable Laws and Regulations, Flip is hereby not responsible in any matter and form and the User agrees to release Flip from all responsibilities, demands, requests, orders, compensation, claims, expenses, damages, fee payment obligations, and / or lawsuits in any form arising from but not limited to: any and all errors and/or omissions of the User, either directly or indirectly and/or intentionally or unintentionally, in making and/or giving an Order, including but not limited to errors in the selection of payment methods, Recipient Fund data, Recipient Bank Account errors, errors in the amount of funds, and double Orders due to errors and/or omissions of the User that enter into Flip's system causing double Transactions or mutations to be switched. Therefore, Users are encouraged to always pay attention and recheck every detail in the Order."*¹²²

In addition, the flip is committed to providing assistance to users in resolving the problems they experience. This is also written in flip terms and conditions 14.7 which states that:

*"Flip is not responsible for Transaction errors (including but not limited to errors in writing the name of the Fund Recipient, the Recipient's Bank Account, or the nominal amount of Funds in the Transfer Order) and will **ONLY DO REASONABLE ASSISTANCE MEASURES** to the User in resolving problems that may arise from the User's mistake".*

¹²² Flip, "Syarat dan Ketentuan" Flip.id, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

On the other hand, there are provisions stating that business actors cannot be sued by consumers as stipulated in Article 27 of the consumer protection law, namely:¹²³

First, the goods purchased should not be in circulation or the goods are not intended for circulation. Secondly, the purchased goods only develop defects at a later date. Third, the defect arises as a consequence of compliance with the terms and conditions regarding the qualification of the goods. These three circumstances indicate that as long as the business actor has fulfilled its obligations properly, it cannot be held liable. Fourth, liability cannot be imposed on the business actor if the consumer is proven negligent. Fifth, the prosecution of consumer compensation has exceeded the time period provided by law or exceeded the term of the agreement.¹²⁴

The exemption of liability of the business actor in the fourth and fifth points focuses on the knowledge of the consumer as the party using the goods and/or services. Liability will shift from business actors to consumers if it is known that the losses suffered by consumers are caused by the negligence of the

¹²³ Pasal 27 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

¹²⁴ Clinton Satria Hanas, I Gusti Ngurah Dharma Laksana, "Pengaturan Tenggang Waktu Pemberian Ganti Kerugian oleh Pelaku Usaha kepada Konsumen" *Kertha Negara: Journal Ilmu Hukum*, no. 2 (2022): 211-212 <https://ojs.unud.ac.id/index.php/Kerthanegara/article/view/79115>

consumers concerned, such as not carefully looking at the instructions for using the goods and so on.

As with the information from flip users who experienced problems during the transfer process, namely forgetting to add 3 digits of three units behind the nominal and typing the wrong nominal when they wanted to transfer funds to the flip account. When referring to point four of Article 27 of the consumer protection law, which emphasizes that liability cannot be imposed on business actors if consumers are proven negligent or do not follow the procedures or conditions for using the product, then flip as a business actor cannot be sued by consumers to be held accountable. However, the flip still provides compensation demanded by the source as a flip user, so it appears from the flip there is good faith to provide protection to flip users as consumers.

Furthermore, the exemption of consumer responsibility in the fifth point also leads to consumer behavior in relation to the right to file a claim for compensation. The consumer protection law explicitly determines that consumers have 4 years from the time the goods are purchased or used to file a claim against the business actor or in accordance with the period agreed by the business actor and the consumer. If the consumer does not heed this provision and at a later date, the consumer submits a claim for compensation beyond the period stipulated in the law or agreement, then the consumer loses his right to compensation so that the business actor cannot be held liable.

Then in article 45 paragraph 2 states that if the consumer and business actors have not found a solution to resolve the dispute between them. The parties to the dispute can take two paths of voluntary dispute resolution, namely judicial and extrajudicial channels.

Dispute resolution through judicial channels in article 45 paragraph 1 explains that the judiciary is divided into two, namely the judiciary conducted by BPSK, namely the Consumer Dispute Resolution Agency as a special institution authorized by the consumer protection law to bridge dispute resolution between consumers and business actors.¹²⁵

Regarding the provisions for consumers who are entitled to sue through judicial channels, it is stated in the provisions of article 46 paragraph 1 which states that:

- 1) The consumer is the party who suffered the loss directly or can be represented by their heirs if they are unable to be present during the judicial process.
- 2) Consumers who are allied with the same interests.
- 3) Legal entities or foundations in the form of Non-Governmental Consumer Protection Institutions and have met the requirements, and the purpose of its establishment focuses on the interests of consumer protection and has been expressly stated in its articles of association.

¹²⁵ Pasal 45 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

- 4) The government or agencies involved in the case of goods and services that are consumed or utilized that have the potential to cause large material losses or cause many victims to fall.¹²⁶

In addition to the authority of BPSK, the party who suffers a loss can sue the defendant to the general court. This route can be taken if the parties to the dispute have not made efforts to resolve the dispute outside the general court, or efforts made outside the general court are considered unsuccessful by one party or by the parties to the dispute.

Then, the Consumer Protection Law also provides solutions for resolving consumer disputes outside the public courts. This is stated in Article 52 letter which states that dispute resolution can be resolved in the following ways:

- 1) Mediation, which is a process in which a third party, namely a mediator, invites the disputing parties to an agreed dispute resolution. In accordance with the applicable provisions, the mediator is in the middle and does not take sides with either party.
- 2) Arbitration, is a way of resolving disputes outside the public courts based on an arbitration agreement made by the parties to the dispute. The advantage of arbitration is that the decision is immediately final and has permanent legal force and is binding on the parties.

¹²⁶ Pasal 46 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

3) Conciliation, this method is taken at the initiative of one of the parties or the parties where the BPSK Assembly serves as an intermediary between the parties in dispute and the BPSK Assembly is passive. This dispute resolution has many similarities with arbitration, and also leaves it to a third party to give its opinion on the dispute submitted by the parties. However, the conciliator's opinion is not as binding as an arbitration award.¹²⁷

In addition, in the consumer protection law, it is also written about administrative sanctions and criminal sanctions for business actors who violate the provisions of this law. The provisions for administrative sanctions are listed in Article 60 which explains that the consumer dispute resolution body is authorized to impose administrative sanctions if the provisions in Article 19 paragraphs (2) and (3), Article 20, Article 25, and Article 26 of the consumer protection law are violated by business actors. Therefore, BPsk has the right to impose penalties or administrative sanctions by setting the maximum compensation at two hundred million rupiah (Rp.200,000,000.00),. With regard to other provisions, it has been regulated in laws and regulations.¹²⁸

In Article 62 paragraph 1, it is also stated that business actors can also be sentenced to criminal penalties, if they violate the provisions in the consumer

¹²⁷ Abuyazid Bustomi, "Tanggung Jawab Pelaku Usaha Terhadap Kerugian Konsumen," *Solusi*, no. 2 (2018): 165 <https://doi.org/10.36546/solusi.v16i2.125>

¹²⁸ Pasal 60 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

protection law in Articles 8, 9, 10, 13 paragraph 2, 15, 17 paragraph 1 letters a, b, c and e paragraph 2 and 18, then business actors will be sentenced to criminal penalties in the form of imprisonment with a maximum detention period of 5 years and a maximum fine of two billion rupees Rp.2,000,000,000.00.

And if the business actor violates the provisions in Articles 11, 12, 13 paragraph 1, 14, 16, 17 paragraph 1 letters d and f, then the business actor will be subject to imprisonment with a maximum detention period of 2 years or a fine of five hundred million rupiahs RP.500,000,000.00,. And this criminal provision applies to business actors who cause consumers to suffer serious injury or illness, permanent disability and death.¹²⁹

¹²⁹ Pasal 62 ayat 1 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

C. Analysis of International Transfers on Flip Application Sharia Agreement Perspective

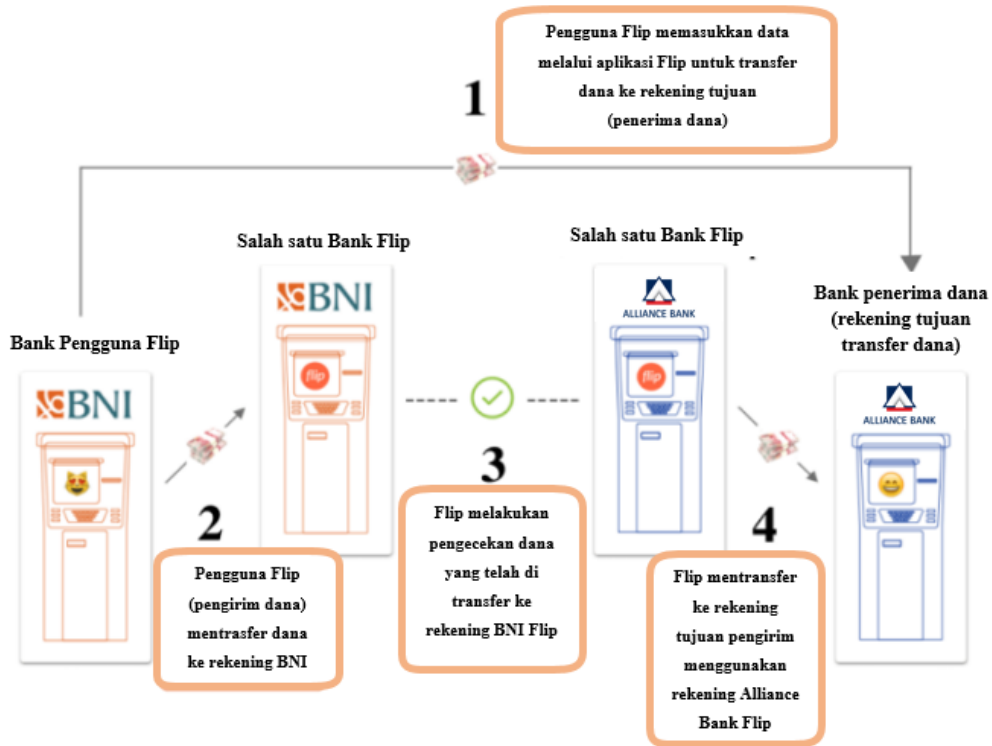
Humans are social creatures who need interaction with other humans. With this interaction, humans make contracts. Which akad (عقد) according to Ali Atabik and Ahmad Zuhdi is interpreted as binding, concluding combining and has the meaning (العهد) namely agreement, agreement, or contract. Wahbah Zuhaili also defines a contract as a bond between two things, either a khissy bond (real / physical) or a ma'nawi bond (abstract / psychological), from one side or two sides. and fiqh scholars have terminology regarding contracts with specific definitions that define contracts as:

“An agreement stipulated by ijab-qobul based on shara' law that has an impact on its object”.¹³⁰

And it can be concluded, the relationship between Flip as a business actor and flip users as consumers is a contract, where they make an engagement and agreement. However, it needs to be questioned whether an agreement or engagement has fulfilled the provisions or does not conflict with sharia law, which means that the agreement refers to the principles or elements of the sharia agreement.

¹³⁰ Akhmad Farroh Hasan, *Fiqh Muammalah* (Malang: UIN Maliki-Press, 2018), 21-22
<http://repository.uin-malang.ac.id/4531/>

Before knowing this, it would be better to trace the flow of the International transaction mechanism through the flip application, which is as follows:



GAMBAR 29.4 EXAMPLE OF FLIP APP INTERNATIONAL TRANSFER SCHEME FLOW

For example, a BNI customer user (1) will transfer funds to the destination account number at Alliance Bank Malaysia Berhad bank (4). It can be explained that in this scheme the user so as not to be charged additional fees such as provision fees, bank correspondence fees, telex fees or other hidden fees, then flip is here to provide services to users to keep transferring to the destination bank account number that suits the user. So the user (1) simply transfers to the flip account number (2). Then because flip can send to 55 banks from various countries including the Alliance Bank Malaysia Berhad bank, the flip account at Alliance Bank Malaysia Berhad (3) will

be transferred to the user's destination account number, which is an account with the same bank, Alliance Bank Malaysia Berhad (4). Thus, flip's function is only as an intermediary to help eliminate hidden fees that are usually charged by other transfer service platforms.

The practice of international transfers between banks to various countries through the Flip application that occurs in the field is a bridging service in the field of fund transfers carried out by fintech in the form of carrying out user remittances to transfer destinations intended by users as money senders who are represented to Flip so that shipping costs are more affordable. In practice, the Flip application acts as a user representative to transfer to the transfer destination which has a different bank account from the user's account. The scheme is that the user deposits money in the amount to be transferred plus shipping costs, exchange rates and unique codes during the transaction process in the Flip application to be transferred to the destination account. Then, Flip uses the money in the nominal amount of the transfer submitted by the user in another bank account to be submitted to the destination bank account.

It can be seen from the mechanism of international interbank transfer practices to various countries through the application, which Flip acts as a user representative to transfer to the transfer destination who has a different bank account

from the user's bank account. So it can be concluded that the contract used in transactions between flip users and flip parties is a wakalah contract.¹³¹

International transactions between banks to various countries practiced through the Flip application are valid contracts because they fulfill the pillars and conditions of wakalah. The pillars of wakalah according to the majority of scholars except Hanafiyah in interbank fund transfer transactions through the Flip application, are as follows:

1. The party who represents (muwakkil). In international transactions between banks to various countries through Flip, the muwakkil is the Flip application user.
2. The party who represents (representative). In international transactions between banks to various countries through Flip, the representative is Flip because it represents the Flip application user.
3. The object of wakalah or something that is represented (muwakkal fih) In this case, the object of wakalah (muwakkal fih) is international transactions between banks to various countries through Flip.
4. Sighat (*ijab* and *kabul*) In international transactions between banks to various countries through Flip, *ijab* and *kabul* are shown through the actions of each party during the transaction process.

¹³¹ Nur Auliatul Faizah, "Tinjauan Hukum Islam Mengenai Akad Transfer Uang antar Bank Secara Gratis Pada Aplikasi Flip"(Thesis, Prof. K.H. Syaifuddin Zuhri Purwokerto, 2021), 46-47 <https://repository.uinsaizu.ac.id/id/eprint/12270>

The terms of wakalah according to DSN MUI Fatwa No. 10/DSN-MUI/VI/2000 are as follows:¹³²

1. The sighat (*ijab kabul*) statement must be stated by the parties to show their will in entering into a contract (contract). In its implementation, the parties (users and Flip) have stated *ijab* and *kabul* which indicate the will of both parties in the wakalah contract through the actions of each party in the transaction.
2. Authorizer (*muwakkil*), the requirements for muwakkil include a legal owner who can act on something that is represented and a mukallaf or mumayyiz child within certain limits, namely in matters that are beneficial to him such as representing to receive grants, receive alms and so on. In the implementation of international transactions between banks to various countries through Flip, the muwakkil requirements have been met, this can be seen when users verify accounts upload photos of ID cards, as well as user actions that agree to the terms and conditions imposed by flip, so that users have qualified as *muwakkil*, seen from the actions taken by users when carrying out the transaction process through the Flip application.
3. The recipient of the power of attorney (representative / representative), the requirements of the representative that must be met are: legal capacity, can

¹³² Selvi Widya Umiyati, Selvi Nur Fitriah, "Analisis Fikih Muamalah Terhadap Transaksi Transfer Dana Antar Bank Melalui Aplikasi Flip," *Al-Mizan*, no. 2 (2021): 162
<https://doi.org/10.33511/almizan.v5n2.42-61>

do the task delegated to him, the representative is the one who is given the mandate. In its implementation, these requirements have been met where Flip's role as a representative is a party that meets these requirements because Flip has been licensed from Bank Indonesia with license number 18/196/DKSP/68, Flip is also a party trusted as an interbank fund transfer service, which is entrusted by the user to process transactions to the destination account.

As for the law, the unique code does not include usury because it is not obtained from a debt and credit contract. As Ustaz Ammi Nur Baits stated that the unique code when transferring is interpreted as an identity of small value. In essence, the unique code is a price change agreed between the seller and the buyer. In addition, the addition of a unique code is done with mutual consent as an addition to the price and is permitted as long as both parties are happy with it. Then the unique code is a permissible gharar because it is included in the category of a little gharar, gharar is not in the core of the contract object and gharar because of necessity. In its implementation, the unique code is used as a complement to the transaction, which is one of the conditions of a fund transfer transaction through the Flip application, where these conditions are carried out to strengthen the transaction and can provide benefits in recognizing the identity of the transaction.

The unique code also does not contain elements of maisir, because Flip determines Flip based on the user's queue and later the unique code is also returned to the user's Flip account deposit balance. Then in sending to the destination account

Flip, always in accordance with the user's request. In this case, Flip does not commit *tadlis* (Fraud), because each party knows each other's transactions.¹³³

Then, regarding the additional costs when the transaction process is carried out in the flip application such as transfer fees, exchange rates, and unique codes. Which transfer fee here is a fee (wage) given by the user to the flip party as a reward that the flip party is entitled to receive for being a representative in transfer transactions to the destination account specified by the user. And the exchange rate itself is the amount of one currency that can be exchanged per unit with another currency, which is the value that must be paid by the user so that the value of the currency in the user's country can be exchanged for a value or price equivalent to the currency in the recipient country, so that at the end of the transaction will be seen the total transfer amount which includes the exchange rate that must be paid by the user.

If observed, the transactions carried out in the flip application contain elements of *wakalah bi al-ujrah*. The *wakalah bi al-ujrah* agreement in *muamalah fiqh* is explained as a *wakalah* agreement accompanied by a reward in the form of *ujrah* (fee) or simplified as a representative in return. This can be concluded from the dependence, delegation, authorization, mandate, or representation between the Flip user and the Flip party to carry out the transfer of the nominal transfer amount by

¹³³ Selvi Widya Umiyati, Selvi Nur Fitriah, "Analisis Fikih Muamalah Terhadap Transaksi Transfer Dana Antar Bank Melalui Aplikasi Flip," *Al-Mizan*, no. 2 (2021): 53
<https://doi.org/10.33511/almizan.v5n2.42-61>

providing a fee (fee) that the Flip party is entitled to receive in return for his services as a representative in transferring funds.

Regarding *ujrah* itself, there are provisions stipulated based on DSN MUI Fatwa Number 113/DSN-MUI/IX/2017 concerning *Wakalah bi al-Ujrah* which is explained as follows:¹³⁴

- 1) *Ujrah* may be in the form of money or goods that can be utilized according to sharia and applicable laws and regulations. In practice, in the process of international transactions between banks to various countries through the Flip application, the *ujrah* is in the form of money.
- 2) The quantity and quality of the *ujrah* must be clear, either in the form of a nominal figure, a certain percentage, or a formula agreed upon and known to the parties to the contract. In practice, in the process of international transactions between banks to various countries through the Flip application, the quantity of *ujrah* that exists in the transaction process is the transfer fee set by the flip, adjusted for the destination country of delivery, the exchange rate that must be paid by the user, and the unique code that must be included in the transfer amount. Apart from the three there are no hidden fees to be paid, so the quantity of *ujrah* in this transaction process is determined clearly and transparently and is known and agreed by both parties.

¹³⁴ Selvi Widya Umiyati, Selvi Nur Fitriah, "Analisis Fikih Muamalah Terhadap Transaksi Transfer Dana Antar Bank Melalui Aplikasi Flip," *Al-Mizan*, no. 2 (2021): 56
<https://doi.org/10.33511/almizan.v5n2.42-61>

- 3) *Ujrah* may be paid in cash, installments / stages, and deferred in accordance with sharia, agreements, and / or applicable laws and regulations. In practice, in the process of international transactions between banks to various countries through the Flip application, the *Ujrah* is paid in cash, it is evident that when carrying out the transaction process all fees charged by flip are listed in the transaction details displayed before the user is instructed to make a transfer to the flip account. So it is concluded that the *Ujrah* transferred by the user is included in the overall total amount which must match the transaction details.
- 4) The agreed *Ujrah* may be reviewed for benefits that have not been received by *muwakkil* according to the agreement. In the Flip application there is a "**Help**" menu which in this menu it is explained that if there are obstacles such as funds not reaching the destination account, then the user can confirm to Flip by sending a photo / screenshot of the mutation list / history from the recipient's account on the date the transaction is processed to the help chat or e-mail (hello@flip.id). After that, Flip will confirm to the bank concerned about this. This is an example of a condition that is in accordance with the provisions mentioned that if the user (*muwakkil*) has not received the benefits as agreed, then the *ujrah* may be reviewed until the user receives the benefits. In addition to the "**Help**" feature, there is a "**Refund**" feature which functions as a refund submission feature in the Flip application. This is useful for users who have already transferred and forgot to include a unique code when making a transaction or there is an error in the transfer amount. However, if

the money transfer transaction has already been made before and the user wants to continue the transaction again, the user is instructed to re-transfer the total transaction amount plus the appropriate unique code to the Flip account. Then, users are encouraged to upload a new proof of transfer on the transaction page. If you are not willing to continue the transaction, the user can cancel the transaction or can close the transaction page. It can be concluded that, the flip provides various features to support the success of user transactions, so that users feel the benefits of the services provided in the flip application.¹³⁵

These principles or elements are pillars that must be fulfilled and are the main pillars of a contract or agreement. The pillars include:

- 1) *Shighatal-aqad*, which is a statement that aims to bind themselves or commonly called the principle of consensualism, is something that must be conveyed orally or in writing so that it can have a legal effect. The statement binds itself, reflected in the actions of flip users when they want to register themselves to use the flip application, at the same time flip users agree to all procedures determined by the flip. And also the flip side binds itself to fulfill the rights of flip users according to the agreement that has been made and agreed upon.

¹³⁵ Selvi Widya Umiyati, Selvi Nur Fitriah, "Analisis Fikih Muamalah Terhadap Transaksi Transfer Dana Antar Bank Melalui Aplikasi Flip," *Al-Mizan*, no. 2 (2021): 57
<https://doi.org/10.33511/almizan.v5n2.42-61>

- 2) *Al-Ma'qud alaih* (the object of the contract) are objects that will be used in the contract, such as objects sold in a sale and purchase contract, in a grant or gift contract, pawn, and debt. The object must be justified by shara', which can be determined and known and can be delivered when the contract occurs. The object in the agreement between the flip and the flip user is the transfer intermediary service through the flip application in which there are terms and conditions made by the flip.
- 3) *Al-Muta'qidain* (parties to the contract) are those who must be of legal age to carry out a mature and prudent legal process. When children are involved, there must be a guardian representative who must meet the requirements of legal skills. The parties to the agreement from the above issue are the flip party (PT. Fliptech lanera inspiration pertiwi) with the flip user.¹³⁶
- 4) *Maudhu' al-aqad* (the purpose for which a contract is made) is a matter that must exist when the agreement will be maintained and can last until the contract ends and is justified by Islamic shariah. And also the purpose of making a contract in it must contain (the principle of benefit) in which all forms of agreements made must bring benefits and benefits. The purpose of the flip party and the user to make a contract or agreement includes that the flip party as a business actor gets profit by selling fund transfer services

¹³⁶ Dewi Nurul Musjtari, *Penyelesaian Sengketa dalam Praktik Perbankan Syariah*, (Yogyakarta: Parama Publishing, 2012), 40-41.

through the flip application to application users, and flip users benefit from the services sold, namely by using the flip application..

Sharia agreement law also has valid conditions in sharia agreements. There are several conditions, which include:

1. *Ilahiah* Principle, this principle is based on the nature of tawhid to Allah SWT. Where muamalah activities including agreements will never be separated from this principle of tawhid. Humans have responsibilities to society, themselves and of course responsibilities to Allah SWT. Likewise in an agreement, all parties who promise must be responsible for their engagement before Allah SWT. Including contracts made by flip and flip users, will later be held accountable before Allah SWT. So it is fitting that an engagement in it fulfills the provisions according to shara' law. This is in accordance with the words of Allah SWT in Surah Al-Isra'verse 36 which reads:

وَلَا تَقْفُ مَا لَيْسَ لَكَ بِهِ عِلْمٌ إِنَّ السَّمْعَ وَالْبَصَرَ وَالْفُؤَادَ كُلُّ أُولَئِكَ كَانَ عَنْهُ مَسْئُولًا

“And do not follow what you do not know. For hearing, sight and conscience will all be held accountable”.

2. The principle of permissibility in an agreement that has been mutually agreed upon must not violate the rules of law in sharia. With this condition, the term means that every person is in principle free to make a contract or it is called the principle of free contract. However, this freedom has a limit, namely that

it is not allowed to conflict with Islamic sharia, both contained in the Qur'an and Hadith. This is in accordance with the principle of *Al-Hurriyah* (freedom), which is a principle that contains the term every party is free and makes a contract.¹³⁷

When connected with the issue between the flip party and the flip user, as parties to the agreement they are allowed to determine the form of agreement desired by both parties. Because the essence of the contract is the achievement of the agreement of the two parties to the agreement or better known as the principle of consensualism.

As is the case with the problem between the flip party and the flip user, where the flip party has made terms and conditions in the flip application and the user agrees to the procedure by checking the list in the column provided as a form of user consent without any coercion from any party, when he wants to choose or not choose to use the flip application. This is written in the words of Allah SWT Surah Al-Baqarah [2] verse 256 which reads :

لَا إِكْرَاهَ فِي الدِّينِ قَدْ تَبَيَّنَ الرُّشْدُ مِنَ الْغَيِّ ۚ فَمَنْ يَكْفُرْ بِالطَّاغُوتِ وَيُؤْمِنْ بِاللَّهِ فَقَدِ اسْتَمْسَكَ بِالْعُرْوَةِ الْوُثْقَىٰ لَا انْفِصَامَ لَهَا ۗ وَاللَّهُ سَمِيعٌ عَلِيمٌ

“There is no compulsion to enter Islam; indeed, the right way is clear from the wrong way. Therefore whoever disbelieves in Thaghut and believes in Allah SWT, then indeed he has

¹³⁷ Fatmah, *Kontrak Bisnis Syariah*, (Surabaya: UIN SBY, 2004), 10.

fought for a very strong rope that will not break. And Allah SWt is All-Hearing, All-Knowing”¹³⁸

3. *Ash-Shidq* principle (truth and honesty) in which every Muslim has an obligation to speak honestly and truthfully, especially when making agreements with other parties. So that there is something in trust that is necessary for the implementation of the agreement. This also applies to the agreement between the flip party and the user, where an agreement must be based on honesty and truth according to the facts. But there are problems that occur between the two, namely when the flip party is not transparent or open about the actual transaction status as a form of further confirmation and accountability of the flip party to the user. The Qur'an also emphasizes this in surah Al-Ahzab [33] verse 70 that says :

يَا أَيُّهَا الَّذِينَ ءَامَنُوا اتَّقُوا اللَّهَ وَقُولُوا قَوْلًا سَدِيدًا

“O you who have believed, fear Allah and speak the truth.”.

4. Mutual pleasure or sincerity, this condition contains the term that the agreement must be based on an agreement. And the agreement must be detailed and clear so that there is no misunderstanding. Each party is free and voluntary and must not contain elements of coercion, oversight or fraud. If this condition is not fulfilled and an act of cancellation has not been taken, the agreement that has been made is still considered valid. This is in

¹³⁸ Tim Penerjemah, *Al-Qur'an dan Terjemahannya*, (Jakarta: Al-Huda, 2015), 43.

accordance with the principle of *Al-Ridha* (willingness) and the principle of *Al-Musawah* (equality and equality).

The principle of *Al-Ridha* (willingness) is that all transactions are carried out on a voluntary basis between each party and based on the free agreement of each party and there must be no element of pressure, coercion, or fraud.¹³⁹

However, in the issue between the flip and the user, there are things that make users feel forced. Where users must follow the standard clauses in the flip terms and conditions that have been determined unilaterally by the flip. And some standard clauses have the potential to cause harm to consumers with the existence of an exoneration clause (transfer of responsibility).

This is stated in the Qur'an, Surah An-nisa'[4]: 29 which reads:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ
مِّنكُمْ ؕ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ؕ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

“O you who believe, do not eat of each other's wealth by unlawful means, except by way of a mutually agreeable trade between you. And kill not yourselves; surely Allah is Most Merciful to you”

5. *Al-Musawah* principle (equality and equality) is a principle that contains the term that everyone in a contract has an equal status, namely having an equal or balanced position in determining the terms of the agreement. This principle

¹³⁹ Abdul Ghofur Anshori, *Pokok-pokok Hukum Perjanjian Islam di Indonesia*, (Yogyakarta : Citra Media, 2006), 24.

shows that all people have the same status before the law and what distinguishes a person's position is when in front of Allah SWT, what is seen is the degree of piety.¹⁴⁰

If it is related to the issue between the flip as a business actor and the user as a consumer. Actually, both parties have a balanced position as partners who provide mutual benefits and benefits (maslahat) for each other. But in fact, flip as a business actor has a stronger position as a party that has the ability to determine the agreement, so it can be seen from the existing facts that the position of the two is not balanced.

Al-Musawah principle is also emphasized in the Qur'an, Surah Al-Hujarat [49] verse 13 which reads :

يَا أَيُّهَا النَّاسُ إِنَّا خَلَقْنَاكُمْ مِنْ ذَكَرٍ وَأُنْثَىٰ وَجَعَلْنَاكُمْ شُعُوبًا وَقَبَائِلَ لِتَعَارَفُوا ۗ إِنَّ أَكْرَمَكُمْ عِنْدَ اللَّهِ أَتْقَىٰكُمْ ۗ إِنَّ اللَّهَ عَلِيمٌ خَبِيرٌ

“O people! Indeed, We have created you from a man and a woman, then We made you into nations and tribes that you may know one another. Indeed, the noblest among you in the sight of Allah is the most pious. Indeed, Allah is All-Knowing, All-Absorbing.”

6. An agreement must be written clearly and in detail, especially when the agreement contains the subject matter and the rights and obligations of each party involved in the agreement. And also, the parties to the promise must be clearly stated, the agreement involves people with people or companies with

¹⁴⁰ Fatmah, *Kontrak Bisnis Syariah*, (Surabaya: UIN SBY, 2004), 11.

people or others. This is in accordance with the principle of *Al-Kitabah* (written) and the principle of *Al-Adalah* (justice).

The principle of *Al-Kitabah* (written) is that any agreement must be made in writing for further evidence in the event of a dispute and when making an agreement must be accompanied by witnesses and the principle of individual responsibility. This written form means that if a problem or dispute arises at a later date, written evidence of the dispute will be provided.¹⁴¹

The principle of *kitabah* has also been applied in the contractual relationship between the flip party as a business actor and the flip user as a consumer. Which, the terms and conditions made by the party, contain detailed provisions and procedures that must be obeyed by the user. On the one hand, when the user feels aggrieved or complains about the provisions made by the flip, the user uploads photographic evidence written in it in the form of transaction history according to the date and time of the transaction. So that when a dispute occurs, this can be evidence to reclaim the rights of flip users as consumers.

The Qur'an also emphasizes the principle of *kitabah* which is stated in surah *Al-Baqarah* [2] verse 282 which states that :

¹⁴¹ Abdul Ghofur Anshori, *Pokok-pokok Hukum Perjanjian Islam di Indonesia*, (Yogyakarta : Citra Media, 2006), 28.

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَآكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ
كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيَمْلِكِ الَّذِي عَلَيْهِ الْحَقُّ
وَلْيَتَّقِ اللَّهَ رَبَّهُ ۗ وَلَا يَبْخَسْ مِنْهُ شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا
يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمْلِكِ وَلِيُّهُ بِالْعَدْلِ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا
رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَىٰ
وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا ۗ وَلَا تَسْمَؤْا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ۗ ذَٰلِكُمْ
أَفْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ
فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ ۗ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ ۗ وَإِنْ
تَفَعَّلُوا فَإِنَّهُ ۗ فَسَوْفَ بِكُمْ ۗ وَاتَّقُوا اللَّهَ ۗ وَيُعَلِّمُكُمُ اللَّهُ ۗ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

“O you who believe! When you enter into debts and credits for a fixed time, you should write them down. And let a writer among you write it down correctly. Let not the writer refuse to write it down as Allah has taught him, so let him write it down. And let the debtor dictate, and let him fear Allah, his Lord, and let him not deduct anything from it. If the debtor is of unsound mind or weak, or unable to dictate, then let his guardian dictate correctly. And witness it with two male witnesses among you. If there are not two men, then one man and two women among those whom you like among the witnesses, so that if one forgets, the other may remind him. And let not the witnesses refuse when called. And do not tire of writing it down, for the time limit, whether the debt is small or large. That is more just in the sight of Allah, more likely to corroborate the testimony, and less likely to leave you in doubt, unless it is a cash trade which you carry on between you, then there is no sin on you if you do not write it down. And take witnesses when you buy and sell, and do not make it difficult for the writer and the witness. If you do (so), then indeed, it is an unrighteousness on your part. And fear Allah, Allah will teach you, and Allah knows all things”.

The principle of *Al-Adalah* (justice) is an agreement that always brings fair and balanced benefits and must not harm one of the parties.¹⁴²

And in the issue between the flip and the user, because the relationship between the two is a partner, it is fitting that both of them benefit and provide benefits to each other, and their position should be balanced and not detrimental to each other. But in fact, the flip party as the party that determines the terms and conditions contained in the standard and exoneration clauses that transfer some responsibilities to the flip user as a consumer. This has the potential to cause harm to users, when users experience problems and the flip gets away with the problems experienced by users, and of course this is unfair to consumers.

The principle of justice (*Al-Adalah*) is also written in the Qur'an, precisely in Surah Al-Hadid [57] verse 25:

لَقَدْ أَرْسَلْنَا رُسُلَنَا بِالْبَيِّنَاتِ وَأَنْزَلْنَا مَعَهُمُ الْكِتَابَ وَالْمِيزَانَ لِيَقُومَ النَّاسُ بِالْقِسْطِ وَأَنْزَلْنَا الْحَدِيدَ فِيهِ بَأْسٌ شَدِيدٌ وَمَنَافِعُ لِلنَّاسِ وَلِيَعْلَمَ اللَّهُ مَن يَنْصُرُهُ ۖ وَرُسُلَهُ ۖ بِالْغَيْبِ إِنَّ اللَّهَ قَوِيٌّ عَزِيزٌ

“Indeed, We sent Our messengers with clear proofs, and We sent down with them the Book and the Balance so that man may be just. And We have created iron, which has strength and power and many benefits for mankind, and that Allah may know who helps Him and His messengers, though He does not see him. Indeed, Allah is the Strongest, the Mightiest”.

And also listed in surah Al-A'raf [7] verse 29:

¹⁴² Fatmah, *Kontrak Bisnis Syariah*, (Surabaya: UIN SBY, 2004), 13.

قُلْ أَمَرَ رَبِّي بِالْقِسْطِ وَأَقِيمُوا وُجُوهَكُمْ عِندَ كُلِّ مَسْجِدٍ وَادْعُوهُ مُخْلِصِينَ لَهُ الدِّينَ ۚ كَمَا
بَدَأَكُمْ تَعُودُونَ^{٤٣}

“Say, “My Lord has commanded me to be just. Turn your faces (to Allah) in every prayer, and worship Him with sincere devotion to Him alone. You will be returned to Him as you were created”.

In sharia agreement law, there are foundations for the validity of standard clauses, including the principle of *al-adl* (justice), the principle of *al-shidiq* (honesty), the principle of *al-hurriyah* (freedom), and especially the principle of trustworthiness, and the principle of good faith..¹⁴³ So, it is appropriate for the parties to the contract and those who have more power to make agreements with standard clauses, to pay more attention to the principles that exist in the foundation of the validity of standard clauses from the perspective of sharia agreements.

And researchers argue that the terms and conditions made by the flip contain several standard and exoneration clauses, in which the flip releases its responsibility to consumers. Even though the flip is not upfront about the status of user transactions and must provide further confirmation to users. And if there is an error made by the flip party, the flip party must make a good

¹⁴³ M Roji Iskandar, “Pengaturan Klasula Baku Dalam Undang-Undang Perlindungan Konsumen Dan Hukum Perjanjian Syariah”, *Amwaluna: Jurnal Ekonomi dan Keuangan Syariah*: No. 2 (2017), 213 <https://doi.org/10.29313/amwaluna.v1i2.2539>

faith effort to compensate for the losses suffered by the user. Conversely, if the user makes negligence or mistakes, then the flip party must make a good faith effort to help solve the problems suffered by the flip user.

Therefore, if the flip user as a consumer feels harmed, he is entitled to consumer protection in Islamic law or sharia. The source of this protection refers to the Qur'an, Sunnah, Ijma' and Qiyas. In Islamic law, fulfilling promises (achievements) is something that must be kept and is emphasized in surah Al - Isro' [17]: 34 which reads :

...وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا .

“ ... and fulfill your promises, for they will be held accountable.”

And in surah Al - Maidah [5] verse 1:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ...

“O you who believe! Fulfill the promises ...”

On the one hand, according to the recognition of some sources, the flip also provides compensation to some users, although users have to do various ways so that their complaints are heard and compensation is given by the flip. However, there are sources who claim that they have not received compensation from the flip.

In Islamic law, liability can be linked to the existence of replacement or compensation (dhaman). There are 5 parts, which are as follows:

1. Compensation for damage (*dhaman itlaf*) is compensation for damage to goods or products. It does not relate to objects only but concerns the human soul and limbs.
2. Compensation due to transaction (*dhaman 'aqdin*) is the occurrence of a contract as the cause of compensation or responsibility.
3. Compensation for actions (*dhaman wadh'u yadin*) is compensation for damage to goods or products that are still in the hands of the seller. If the goods have not been given in a valid contract and compensation for acting on someone else's property without permission.
4. Compensation for custody (*dhaman al-hailulah*) is compensation for goods custody services. If there is damage or loss caused by negligence or intentionally the person who is entrusted.
5. Compensation for deceit (*dhaman al-maghrur*) is any form of action that harms others, so the perpetrator is obliged to pay compensation as a result of his actions.¹⁴⁴

Regarding the various forms of compensation above, if it is related to the problem between the flip party and the user, the compensation that must be given by the flip party to the user is *dhaman 'aqdin*, namely because of

¹⁴⁴ Nurhalis, "Perlindungan Konsumen dalam Perspektif Hukum Islam dan Undang-Undang Nomor 8 Tahun 1999 Daerah: Kajian Hukum dan Keadilan", (skripsi, Universitas Islam Negeri AR-RANIRY Darussalam - Banda Aceh, 2018) 78 <https://repository.ar-raniry.ac.id/4730/2/Haifa%20Nadira.pdf>

the contract made by both parties which becomes an agreement if one party feels harmed.

Based on the definition of a contract or agreement, the pillars and conditions for the validity of the agreement, the underlying legal principles, the classification of Islamic agreements, and the end of the agreement. So in the agreement according to Islamic law must pay attention to the following matters:

- a. In terms of subjects or parties who will enter into an agreement.
- b. In terms of the purpose and object of the agreement.
- c. There needs to be an agreement in matters relating to the time of the agreement, the amount of fees, work mechanisms, guarantees, dispute resolution, and the object of the agreement and the ways of implementation.
- d. There needs to be equality, equality, equality, and justice between the parties in determining the rights and obligations between them, as well as in terms of resolving problems related to the default of one of the parties.
- e. The choice of law and forum in dispute resolution must be stated in the agreement.¹⁴⁵

¹⁴⁵ Abdul Ghafur Anshori, *Hukum Perjanjian Islam di Indonesia*, (Konsep, Regulasi, dan Implementasi), (Yogyakarta: Gajah Mada University Press, 2009), 38.

If the same problem occurs in the future, the disputing parties can resolve their dispute in a religious court, where the dispute is a dispute in the field of sharia economics. And it can also resolve disputes outside the court, namely through the National Sharia Arbitration Board (BASYARNAS). Dispute resolution conducted by BASYARNAS is called arbitration, where both parties agree in advance to resolve their disputes through arbitration.

Dispute resolution through arbitration has advantages. These advantages include that the settlement is faster and cheaper, the confidentiality of the parties to the dispute is maintained considering that the arbitration hearing is closed to the public. This arbitration dispute resolution can be carried out before the dispute occurs or after the dispute occurs.

Procedures in arbitration institutions as regulated in Law Number 30 of 1999 concerning arbitration and alternative dispute resolution are as follows:

- 1) Request for Arbitration, in this request the applicant attaches a copy or deed of an agreement that specifically submits the resolution of the dispute to the arbitrator (deed of compromise) or an agreement containing a clause that the dispute that will arise from the agreement will be decided by an arbitrator or arbitration panel.
- 2) The parties appoint arbitrators from a list of existing arbitrators, the parties are entitled to choose the arbitrators who will hear the

dispute, but may also leave the selection of arbitrators to the chosen arbitration institution.

3) The hearing process and the time required. According to Law No. 30/1999, the parties to an agreement are free to determine the arbitration procedure (hearing process) used in the proceedings as long as it does not conflict with this arbitration law.¹⁴⁶

4) Enforcement of arbitral award

a. Registration of arbitral awards Article 59 of Law No. 30 Year 1999 stipulates that the first stage that must be carried out in order to execute an arbitral award is the registration stage with the District Court in the area where the award is issued (specifically for BASYARNAS, registration is carried out at the Religious Court).

b. Application for Execution Execution is defined as a request to the chairman of the district court to issue an execution order against the award..¹⁴⁷

¹⁴⁶ Abdul Ghafur Anshori, *Pokok-pokok Hukum Perjanjian Islam di Indonesia*, (Yogyakarta : Citra Media, 2006), 219.

¹⁴⁷ Abdul Ghafur Anshori, *Pokok-pokok Hukum Perjanjian Islam di Indonesia*, (Yogyakarta : Citra Media, 2006), 220

CHAPTER V

CLOSING

A. Conclusion

Based on the data that has been taken in the field and the analysis described above, the researcher concludes that in fact the flip seeks to provide protection to flip users as consumers. By creating help articles to solve their problems during the transaction process, or by providing compensation to some users who complain about their problems to the flip. Although on the other hand, flip users reveal that they have to do various ways such as complaining many times to flip customer service, or by raising their problems to media pages such as the mediakonsumen com website and to old social media such as Facebook and Instagram.

And also, there is a standard or exoneration clause in the flip terms and conditions, which is made unilaterally by the flip, as if justifying their actions to release responsibility to users as consumers, under the pretext that the losses suffered by users are caused by negligence or personal user error when making transactions. And, on the one hand, flip is also not transparent to notify the status of the transaction and confirm the continuation of the resolution of the obstacles experienced by the user or to communicate the option of compensation to the user. Whereas in other clauses contained in flip's terms and conditions, flip states that it will help as much as possible to solve user problems. so it can be concluded from the problems experienced by some users, it is not in accordance with what flip promises to users.

The Consumer Protection Law Article 18 paragraphs 1 to 4 explains the provisions for the inclusion of standard clauses, which if in a document or agreement there is a standard clause that is contrary to the consumer protection law, then the agreement concerned is declared null and void, and business actors are required to adjust the standard clause to the provisions in the consumer protection law. So it is appropriate for the flip to replace some of the exoneration clauses in the flip terms and conditions.

Sharia agreements also regulate the basis for the validity of standard clauses in an agreement, which must contain several principles, including: the principle of al-adl (justice), the principle of as-shidiq (honesty), the principle of al-hurriyah (freedom), the principle of trustworthiness, and the principle of good faith. From these principles, the flip party as the party who has more power to determine the contents of the agreement between the two parties, should pay more attention to the provisions or principles that exist in the consumer protection law and sharia agreements, so that one of the two parties does not feel disadvantaged from the agreement that has been established, so that the flip party and the user as consumers get benefits and maslahat for each other.

B. Suggestion

Researchers suggest that users of financial services applications, especially flip users, be wiser in using the application, namely by reading the entire terms and conditions of the application more carefully and thoroughly, so that users are more

careful and thorough in using the application, or to avoid harmful things or other unwanted things. This is a consumer obligation stated in Article 5 letter a of the consumer protection law which states that:

“Membaca atau mengikuti petunjuk informasi dan prosedur pemakaian atau pemanfaatan barang dan/atau jasa, demi keamanan dan keselamatan”.

Researchers also suggest that the flip make a counseling or socialization related to the use of the flip application, as an educational forum for users to be more careful and careful and understand the flow and transaction procedures in using the flip application. This is explained in Article 4 letter f of the consumer protection law which states that one of the consumer rights is:

“Hak untuk mendapat pembinaan dan pendidikan konsumen”.

BIBLIOGRAPHY

Buku

- Anshori, Abdul Ghofur, *Hukum Perjanjian Islam di Indonesia (Konsep, Regulasi, dan Implementasi)*, Yogyakarta: Gajah Mada University Press, 2009.
- Anshori, Abdul Ghofur, *Pokok-pokok Hukum Perjanjian Islam di Indonesia*, Yogyakarta: Citra Media, 2006.
- Azhar Basyir, Ahmad. *Asas-Asas Hukum Muamalat*, Yogyakarta: UII Press, 2000.
- Dewi, Gemala. *Aspek-aspek Hukum dalam Perbankan dan Perasuransian Syariah di Indonesia*, Jakarta: Kencana Prenada Media, 2006.
- Djamil, Faturrahman “*Hukum Perjanjian Syari’ah*”, Bandung: Citra Aditya Bakti, 2000.
- Fatmah, *Kontrak Bisnis Syariah*,. Surabaya: UIN SBY, 2004.
- Kansil, C.S.T. *Pengantar Ilmu Hukum dan Tata Hukum Indonesia*, Jakarta: Balai Pustaka, 1983.
- Kasiram, Mo., *Metodologi Penelitian*, Malang: UIN-Malang Press, 2008.
- Marzuki, Peter Mahmud, *Penelitian Hukum*, Jakarta: Kencana, 2007.
- Mohammad Daud Ali, *Hukum Islam: Pengantar Ilmu Hukum dan Tata Hukum Islam di Indonesia*, Jakarta: Raja Grafindo Persada, 2000.
- Moloeng, Lexy J, *Metode Penelitian Kualitatif*, Bandung: Remaja Rosdakarya, 2002.
- Mukti Fajar, Yulinto Achmad, *Dualisme Penelitian Hukum Empiris & Normatif*, Yogyakarta: Pustaka Pelajar, 2010.
- Mukti Fajar, Yulinto Achmad, *Dualisme Penelitian Hukum Empiris & Normatif*, Yogyakarta: Pustaka Pelajar, 2010.
- Mustari, Dewi Nurul, *Penyelesaian Sengketa dalam Praktik Perbankan Syariah*, Yogyakarta: Parama Publishing, 2012.
- Nur Yasin, Mohamad, *Politik Hukum Ekonomi Syariah di Indonesia*. Malang: UIN-Maliki Press, 2018.
- Rahadi, Dedi Rianto Rahadi, *Financial Technology*.Bogor: Filda Fikriando, 2020.
- Siahaan, H.T. *Hukum Konsumen (Perlindungan Konsumen dan Tanggung Jawab Produk)*, Jakarta: Penerbit Panta Rei, 2005.

- Soekanto, Sarjoeno , *Pengantar Penelitian hukum*. Jakarta: UI Press, 1986.
- Soemitra, Andri, *Hukum Ekonomi Syariah dan Fiqh Muamalah: Di Lembaga Keuangan dan Bisnis Kontemporer*. Jakarta: Kencana, 2019.
- The'Aman, Edy Putra. *Kredit Perbankan Suatu Tinjauan Yuridis*, Yogyakarta: Liberty Yogyakarta, 1989.
- Tim Penerjemah, *Al-Qur'an dan Terjemahannya*, Jakarta: Al-Huda, 2015.
- Wibowo, Arrianto Mukti dkk, “*Kerangka Hukum Digital Signed dalam Electronic Commerce*”, Grup Riset Digital Security dan Electronic Commerce: Depok, 2011.

Jurnal

- Agung Firmansyah dkk, “Pengembangan Alternatif Model E-Payment B2C (Business to Consumer) Untuk Masyarakat Indonesia”, *Jurnal Sistem Informasi*, No. 1 (2009), 42 <https://doi.org/10.21609/jsi.v5i1.261>
- Agustinus Cita, Tecualu Melitina, . “Pengaruh Perubahan Kurs Valuta Asing dan Jumlah Uang yang Beredar Terhadap Perubahan IHSG”. *Ilmiah Manajemen Bisnis*, no.2. (2014): 112
<http://ejournal.ukrida.ac.id/ojs/index.php/IMB/article/view/539>
- Astari, Fenty Rizka, “Perlindungan Hak Konsumen Akibat Aturan Klausula Baku USAha Karaoke Keluarga di Pekanbaru Ditinjau Berdasarkan Undang-undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen” *Jurnal Online Mahasiswa Fakultas Hukum Universitas Riau*, no. 1(2016): 418
<https://media.neliti.com/media/publications/115840-ID-perlindungan-hak-konsumen-akibat-aturan.pdf>
- Bustomi, Abuyazid “Tanggung Jawab Pelaku Usaha Terhadap Kerugian Konsumen,” *Solusi*, no. 2 (2018): 162 <https://doi.org/10.36546/solusi.v16i2.125>
- Cita Agustinus, Melitina Tecualu, “Pengaruh Perubahan Kurs Valuta Asing dan Jumlah Uang yang Beredar Terhadap Perubahan IHSG”. *Ilmiah Manajemen Bisnis*, no.2. (2014): 110-120
<http://ejournal.ukrida.ac.id/ojs/index.php/IMB/article/view/539>

- Effendi, Syamsul “Jual Beli Dengan Sistem Transfer Dana Melalui Bank Dalam Pandangan Islam,” *Jurnal Riset Akuntansi Multiparadigma (JRAM)*, Vol. 4. No. 3. (2017), 40-50 <https://doi.org/10.30743/akuntansi.v4i3.334>
- Fadhila Rahma, Tri Inda, “Persepsi Masyarakat Kota Medan Terhadap Penggunaan Financial Technology”, *At-Tawassuth*, No. 1, (2018), 640-650
<http://dx.doi.org/10.30821/ajei.v3i1.1704>
- Hanas, Clinton Satria, Laksana, I Gusti Ngurah Dharma, “Pengaturan Tenggang Waktu Pemberian Ganti Kerugian oleh Pelaku Usaha kepada Konsumen” *Kertha Negara: Journal Ilmu Hukum*, no. 2 (2022): 206
<https://ojs.unud.ac.id/index.php/Kerthanegara/article/view/79115>
- Hernawaty, Heriyati Chrisna, dan Noviani, “Transaksi Valas Dalam Perspektif Konvensional Dan Syariah”. *Jurnal Akuntansi Bisnis dan Publik*, no. 1(2020): 410-420
<https://jurnal.pancabudi.ac.id/index.php/akuntansibisnisdanpublik/article/view/951>
- Iskandar, M Roji, “Pengaturan Klasula Baku Dalam Undang-Undang Perlindungan Konsumen Dan Hukum Perjanjian Syariah”, *Amwaluna: Jurnal Ekonomi dan Keuangan Syariah*: No. 2 (2017), 213
<https://doi.org/10.29313/amwaluna.v1i2.2539>
- Khalil, Abdul Wahab, “Transfer Dana Dalam Perspektif Hukum Islam,” *Al-Hurriyah*, No.2, (2014), 21-30 <https://doi.org/10.30983/alhurriyah.v15i2.615>
- Kurnianingrum, Trias Palupi*, “Urgensi Pembentukan Undang-undang Tentang Transfer Dana Dalam Perspektif Perlindungan Kepentingan Nasabah” *Kajian*, no. 2(2010): 410-420 <https://doi.org/10.21776/>
- Maulida Narastri, Abdullah Kafabih “Financial Technology (*Fintech*) di Indonesia di Tinjau dari Perspektif Islam” *Indonesian Interdisciplinary Journal of Sharia Economics (IJSE)*, no.2(2020): 150-160 <https://doi.org/10.31538/ijse.v2i2.513>
- Muharrom, M.Tamyiz “Kontrak Kerja: Antara Kesepakatan dan Tuntutan Pengembangan SDM”, *At-Tadbir: Jurnal Ilmiah Manajemen* ,No. 1 (2019): 41-54 <http://doi.org/10.31602/atd.v3i1.1801/ojs.uniska.ac.id/attadbir>

Neneng Hasanah, Hamzah “Kaidah-kaidah Islam Menjawab Permasalahan Umat dan Ekonomi Umat,” *Asy-Syari’ah*, no. 1(2019): 41-45

<http://dx.doi.org/10.15575/as.v2i1i1.4617>

Nur, Yudha Hadian, Prabowo, Dwi Wahyuniarti, “Penerapan Prinsip Tanggung Jawab Mutlak (Strict Liability) Dalam Rangka Perlindungan Konsumen.,” *Buletin Ilmiah Litbang Perdagangan*, no. 2 (2011): 182-183

<https://doi.org/10.30908/bilp.v5i2.127>

Sulhan, Muhammad “Transaksi Valuta Asing (*Al-Sharf*) dalam Prespektif Islam,” *Iqtishoduna*, no. 2(2008): 410-420 <https://doi.org/10.18860/iq.v3i2.257>

Umiyati, Selvi Widya, Fitriah, Selvi Nur, “Analisis Fikih Muamalah Terhadap Transaksi Transfer Dana Antar Bank Melalui Aplikasi Flip,” *Al-Mizan*, no. 2 (2021): 162 <https://doi.org/10.33511/almizan.v5n2.42-61>

Proceeding

The Department for International Development, IMF, and World Bank, « Remittances: development impact and future prospects» in Washington 2005: The International Bank for Reconstruction and Development. Washington: The World Bank, 2005. 1-640, accessed Agustus 10, 2022, [Remittances : development impact and future prospects \(worldbank.org\)](https://www.worldbank.org/publications/remittances-development-impact-and-future-prospects)

Setiawan, Wawan (Pendidikan Karakter Berbasis Kearifan Lokal untuk Menghadapi Isu-isu Strategis terkini di Era digital), in Seminar Nasional Pendidikan 2017: Era digital dan Tantangannya. Sukabumi: Universitas Pendidikan, 2017. 1-16, accessed Juli 23, 2022, [87779963.pdf \(core.ac.uk\)](https://www.core.ac.uk/files/87779963.pdf)

Website / Internet

Commbank, “Support Commbank: What is a BSB number and where do I find the BSB number of a CommBank branch?” *Commbank.com.au*, diakses 15 Februari 2023, <https://www.commbank.com.au/support.banking.what-is-a-bsb-number.html>

Customer Service Flip, “Flip: Apa itu IBAN (International Bank Account Number) Code?” *Support.Flip.id*, diakses 15 Februari 2023,

<https://support.flip.id/hc/id/articles/13017995703961-Apa-itu-IBAN-International-Bank-Account-Number-Code->

Customer Service Flip, “Flip: Apa itu IFSC (Indian Financial Security Code)?”

Support.Flip.id, diakses 15 Februari 2023,

<https://support.flip.id/hc/id/articles/13018143412377-Apa-itu-IFSC-Indian-Financial-Security-Code->

Customer Service Flip, “Flip: Apa itu Sort Code?” *Support.Flip.id*, diakses 15 Februari 2023, <https://support.flip.id/hc/id/articles/13018273351065-Apa-itu-Sort-Code->

Customer Service Flip, “Flip: Apa yang terjadi apabila saya melakukan transfer tidak menggunakan kode unik?” *Support.Flip.id*, , diakses 11 Februari 2023,

<https://support.flip.id/hc/id/articles/360021131651-Apa-yang-terjadi-apabila-saya-melakukan-transfer-tidak-menggunakan-kode-unik->

Customer Service Flip, “Flip: Apakah bisa transfer ke luar negeri melalui Flip?,”

Support.Flip.id, , diakses 11 Februari 2023,

<https://support.flip.id/hc/id/articles/10993822324889-Apakah-bisa-transfer-ke-luar-negeri-melalui-Flip->

Customer Service Flip, “Flip: Bagaimana cara menghubungi customer service Flip?”

Support.Flip.id, diakses 11 Februari 2023,

<https://support.flip.id/hc/id/articles/10994818060313-Bagaimana-cara-menghubungi-customer-service-Flip->

Customer Service Flip, “Flip: Biaya dan waktu proses untuk transfer ke luar negeri, berapa ya?,” *Support.Flip.id*, 28 Februari 2023, diakses 12 Februari 2023,

<https://support.flip.id/hc/id/articles/10740615218201-Biaya-dan-waktu-proses-untuk-transfer-ke-luar-negeri-berapa-ya->

Customer Service Flip, “Flip: Digunakan untuk apakah kode unik itu?” *Support.Flip.id*,

diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/10985044911129-Digunakan-untuk-apakah-kode-unik-itu->

Customer Service Flip, “Flip: Fungsi ACH code pada transaksi ke Amerika Serikat itu apa ya?” *Support.Flip.id*, ,diakses 15 Februari 2023,

<https://support.flip.id/hc/id/articles/13090562101913-Fungsi-ACH-code-pada-transaksi-ke-Amerika-Serikat-itu-apa-ya>

Customer Service Flip, “Flip: Kenapa saya tidak bisa konfirmasi transaksi?”

Support.Flip.id, diakses 11 Februari 2023,

<https://support.flip.id/hc/id/articles/10987772335129-Kenapa-saya-tidak-bisa-konfirmasi-transaksi->

Customer Service Flip, “Flip: Transaksi saya sudah berhasil, tapi penerima menginfokan bahwa belum menerima dananya” *Support.Flip.id*, diakses 11 Februari 2023, <https://support.flip.id/hc/id/articles/360021132031-Transaksi-saya-sudah-berhasil-tapi-penerima-menginfokan-bahwa-belum-menerima-dananya>

Customer Service Flip. “Apakah Flip memiliki izin dari BI atau OJK?”, *Flip.id*,

<https://support.flip.id/hc/id/articles/360021130751-Apakah-Flip-memiliki-izin-dari-BI-atau-OJK-> diakses 4 september 2022.

Customer Service Flip. “Tutorial Membuat Akun Flip”, *Flip.id*,

<https://support.flip.id/hc/id/articles/4406019099545--Tutorial-Membuat-Akun-Flip> diakses 4 september 2022.

Customer Service Flip. “Tutorial transfer ke luar negeri via aplikasi”, *Flip.id*,

<https://support.flip.id/hc/id/articles/4406017956249-Tutorial-transfer-ke-luar-negeri-via-aplikasi> diakses 4 september 2022.

Customer Service Flip. “Tutorial Verifikasi identitas melalui aplikasi Flip”, *Flip.id*,

<https://support.flip.id/hc/id/articles/900005589106-Tutorial-verifikasi-identitas-melalui-aplikasi-Flip> diakses 4 september 2022.

Feriadi, “Transfer Ke Luar Negeri Pakai Aplikasi Flip Sudah 2 Minggu Tidak Terkirim,”

Media Konsumen, 22 Agustus 2022, diakses 28 Agustus 2022,

<https://mediakonsumen.com/2022/08/22/surat-pembaca/transfer-ke-luar-negeri-pakai-aplikasi-flip-sudah-2-minggu-tidak-terkirim>

Fintech Singapore News, «Indonesia Fintech report 2020,» Singapore News, July 23,

2022, <https://fintechnews.sg/wp-content/uploads/2020/12/Fintech-Indonesia-Report-2020.pdf>

Flip, “Syarat dan Ketentuan” *Flip.id*, diakses 11 Februari 2023, <https://flip.id/syarat-dan-ketentuan>

Flip.id, « Kirim Uang Ke Luar Negeri Tanpa Biaya Tersembunyi » Flip id, July 23, 2022, <https://flip.id/flip-globe>

Flip“Transfer Antar Bank Tanpa Biaya” *Flip*, diakses 4 september 2022,<https://flip.id/landing>.

Fullforms, “Fullforms: *Clave Bancaria Unica*/ What does CBU mean?” *Fullforms.com*, diakses 15 Februari 2023, <https://fullforms.com/CBU/Clave-Bancaria-%C3%9Anica/18431>

Media Konsumen, “Tentang Media Konsumen” *MediaKonsumen.com*, diakses 20 Februari 2023, <https://mediakonsumen.com/tentang-media-konsumen>

Nizar , Muhammad Afdi, « Pengaruh Aliran Masuk Devisa Tenaga Kerja (Workers’ Remittances) Terhadap Nilai Tukar Rupiah The Effect of Workers’ Remittances on Exchange Rates of Rupiah,» Pusat Kebijakan Ekonomi Makro, Badan Kebijakan Fiskal, Kementerian Keuangan-RI, Jakarta, Agustus 10, 2022, [Pengaruh Remitansi terhadap Nilai Tukar.pdf \(kemenkeu.go.id\)](https://kemenkeu.go.id/Pengaruh%20Remitansi%20terhadap%20Nilai%20Tukar.pdf)

Otoritas Jasa Keuangan, « Layanan Jasa Pengiriman Uang (Remitansi),» Sikapi uangmu., Agustus 10, 2022, https://sikapiuangmu.ojk.go.id/FrontEnd/images/FileDownload/434_perbankan-19%20kirim%20uang%20cepat%202018_small.pdf

Otoritas Jasa Keuangan, « Mekanisme Transfer Antar Bank» Sikapi uangmu., Agustus 10, 2022, <https://sikapiuangmu.ojk.go.id/FrontEnd/CMS/Article/10521>

Pratama, Aditya Hadi “Flip,Layanan yang terus Bertahan Meski Sempat Ditutup Bank Indonesia” *techinasia.com*, 31 januari 2017, diakses 4 september 2022 <https://id.techinasia.com/flip-layanan-yang-terus-bertahan-meski-sempat-ditutup-bank-indonesia>

Putra, Rafi “Mahasiswa UI Kembangkan Aplikasi Flip untuk Transfer Antar Bank Tanpa Biaya,” *UI update*, 17 November 2016 , diakses 28 Agustus 2022, <http://uiupdate.ui.ac.id/node/13985>

Winne Yamashita, Harry Kuswara, Fintech 2022, diakses dari [lexology-gtdt-fintech-2022-indonesia.pdf \(ssek.com\)](#) , pada tanggal 23 July 2022, 08.19.

Wise, “Wise: Detail kode BIC/SWIFT *BANCO DO BRASIL S.A.*” *Wise.com*, diakses 15 Februari 2023, <https://wise.com/id/swift-codes/BRASBRRJCTA>

Wise, “Wise: Routing numbers in Canada” *Wise.com*, diakses 15 Februari 2023, <https://wise.com/ca/bank-codes/transit-number/routing-number>

Youngster, “Alumni UI Ciptakan Platform Transfer Antarbank Gratis” *Youngster.id*, 3 desember 2016, diakses 4 september 2022 <https://youngster.id/innovation/alumni-ui-ciptakan-platform-transfer-antarbank-gratis/>

Skripsi

Ariny, Bintan Dzummiroh, “Dimensi Yuridis-Sosiologis Rumusan Fatwa Nomor 96/DSN-MUI/IV/2015 Tentang Transaksi Lindung Nilai Syariah (Al-Tahawwuth Al-Islami/Islamic Hedging atas Nilai Tukar)”, Undergraduate thesis, Universitas Islam Negeri Maulana Malik Ibrahim Malang, 2016. <http://etheses.uin-malang.ac.id/2815/1/12220143.pdf>

Dwi Kurniawan, Dimas, “*Pengaruh Inflasi, Penanaman Modal Asing (Pma), Dan Penerimaan Remitansi Terhadap Nilai Tukar Rupiah*”, Undergraduate thesis”, Universitas Islam Negeri Sumatera Utara Medan, 2020. <http://repository.uinsu.ac.id/id/eprint/10832>

Dwimurti, Bangun Seto “Transfer Dana Beda Bank Tanpa Biaya Administrasi Melalui Aplikasi Flip Tinjauan Etika Bisnis Islam”, Undergraduate thesis, Institut Agama Islam Negeri Surakarta, 2020. <http://eprints.iain-surakarta.ac.id/id/eprint/693>

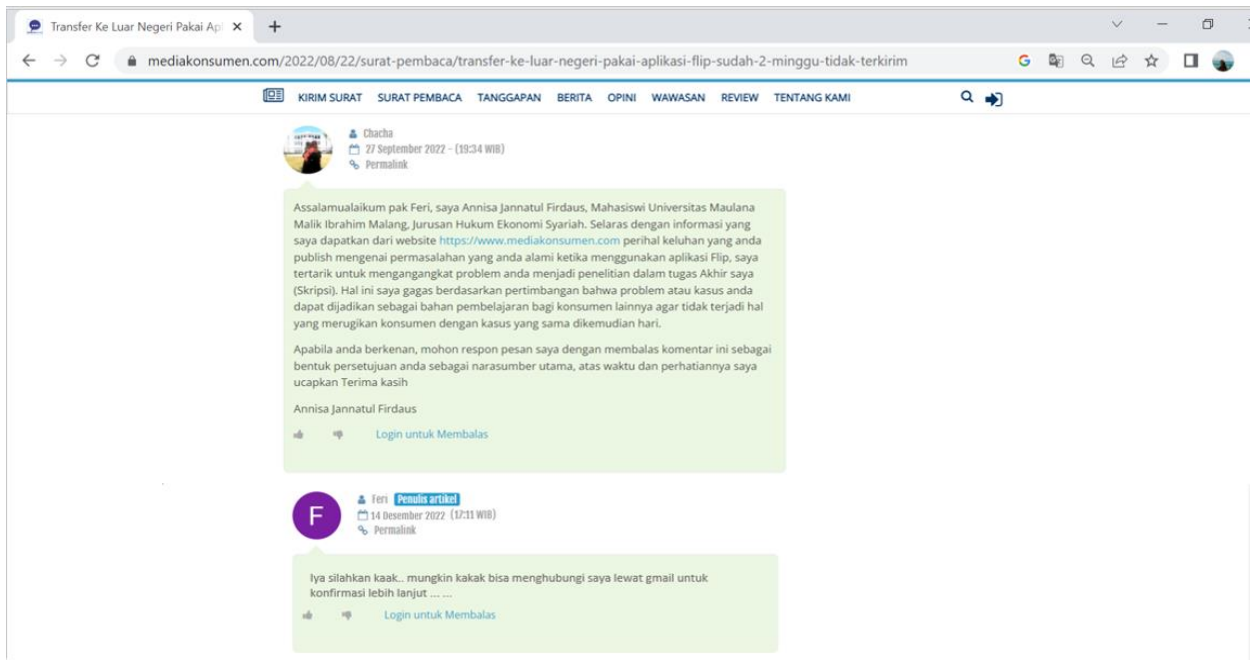
Faizah, Nur Auliatul “Tinjauan Hukum Islam Mengenai Akad Transfer Uang antar Bank Secara Gratis Pada Aplikasi Flip”, Thesis, Universitas Prof. K.H. Syaifuddin Zuhri Purwokerto, 2021. <https://repository.uinsaizu.ac.id/id/eprint/12270>

- Febrianti, Sri Devi, “Financial technology dalam sistem ekonomi islam”, Undergraduate thesis, Institut Agama Islam Negeri Palangkaraya, 2018. <http://digilib.iain-palangkaraya.ac.id/id/eprint/1702>.
- Indra Kijai, Raja David Indra Kijai “Penerapan Real Time Gross Settlement (RTGS) Dalam Kegiatan Usaha Nasabah Di PT. Bank Sumut Syariah Cabang Medan “. Undergraduate thesis, Universitas Muhammadiyah Sumatera Utara, 2019. <http://repository.umsu.ac.id/handle/123456789/4267>
- Intania , Nur Chamidah, “Analisis Hukum Islam terhadap Penggunaan Aplikasi Flip dalam Proses Transfer ke Bank Lain.” Undergraduate thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2021. <http://digilib.uinsby.ac.id/id/eprint/48309>
- Kana Kale, Icha Krisnawati, “Prosedur Pelaksanaan Jasa Transfer Dalam Negeri Pada PT. Bank Rakyat Indonesia (PERSERO) Tbk. Kantor Wilayah Surabaya “, Undergraduate thesis, Sekolah Tinggi Ilmu Ekonomi Perbanas, 2019. <http://eprints.perbanas.ac.id/1137/1/ARTIKEL%20ILMIHA.pdf>
- Nurbawi, “ Tinjauan Hukum Islam Tentang Layanan Transaksi Digital Aplikasi Dana Pada Financial Technology: Studi pada layanan Aplikasi Dana di PT. Elang Mahkota Teknologi Tbk”, Undergraduate thesis, Universitas Islam Negeri Raden Intan Lampung, 2020. <http://repository.radenintan.ac.id/id/eprint/12003>
- Nurhalis, “Perlindungan Konsumen dalam Perspektif Hukum Islam dan Undang-Undang Nomor 8 Tahun 1999 Daerah: Kajian Hukum dan Keadilan”, Skripsi, Universitas Islam Negeri Ar-Raniry Darussalam - Banda Aceh, 2018. <https://repository.ar-raniry.ac.id/4730/2/Haifa%20Nadira.pdf>

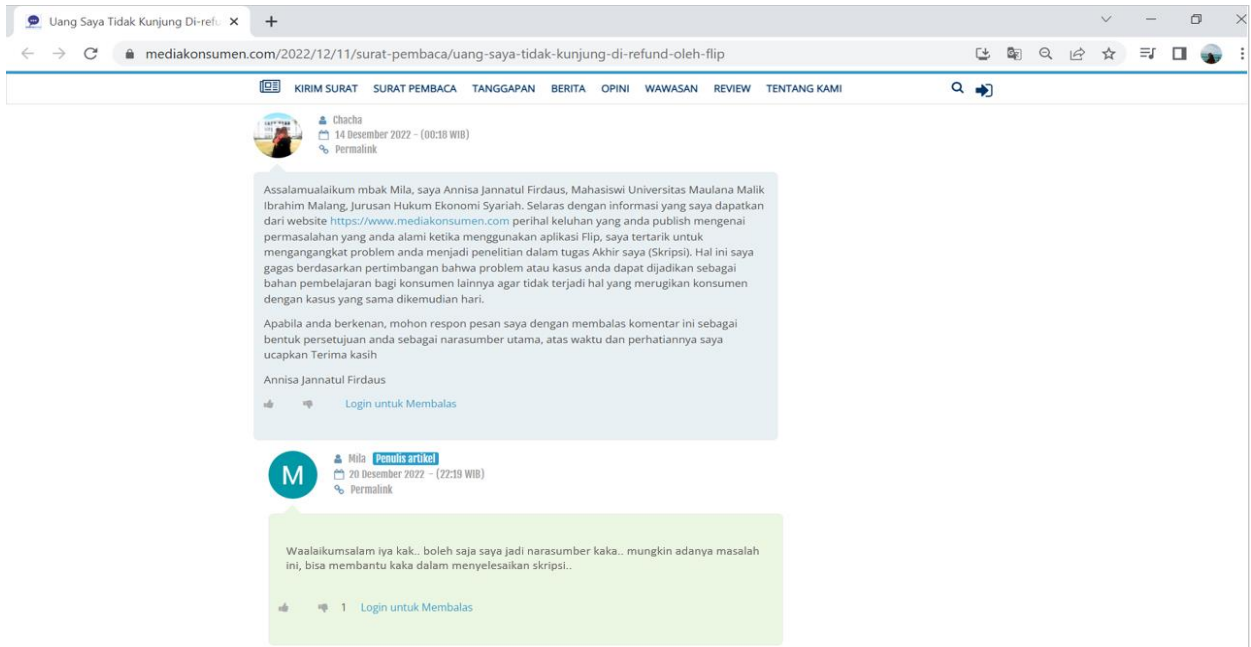
Perundang-Undangan

- Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen
- Peraturan Bank Indonesia (PBI) Nomer. 14/23/PBI/2012 tentang Transfer Dana
- Peraturan Bank Indonesia Nomor 22/23/PBI/2020 tentang Sistem Pembayaran
- Peraturan Bank Indonesia Nomor 23/6/PBI/2021 tentang Penyedia Jasa Pembayaran

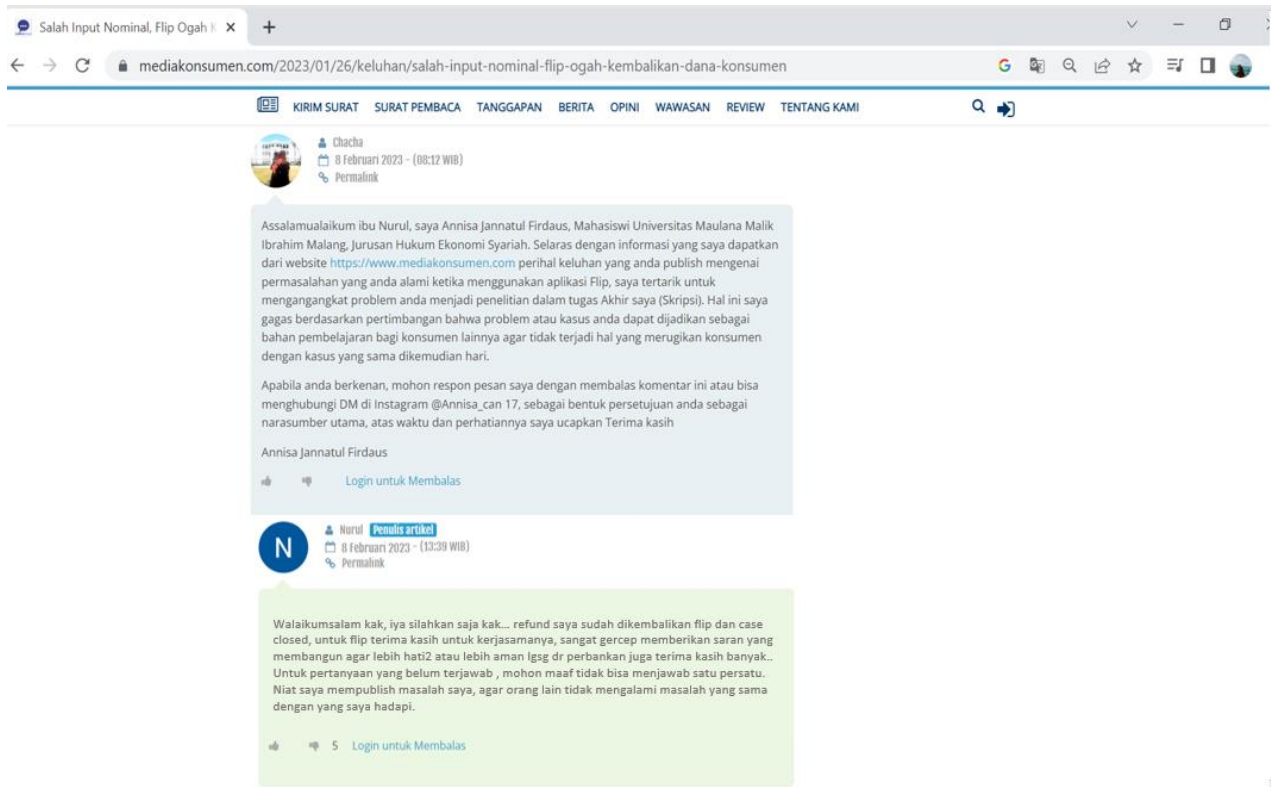
APPENDIXES



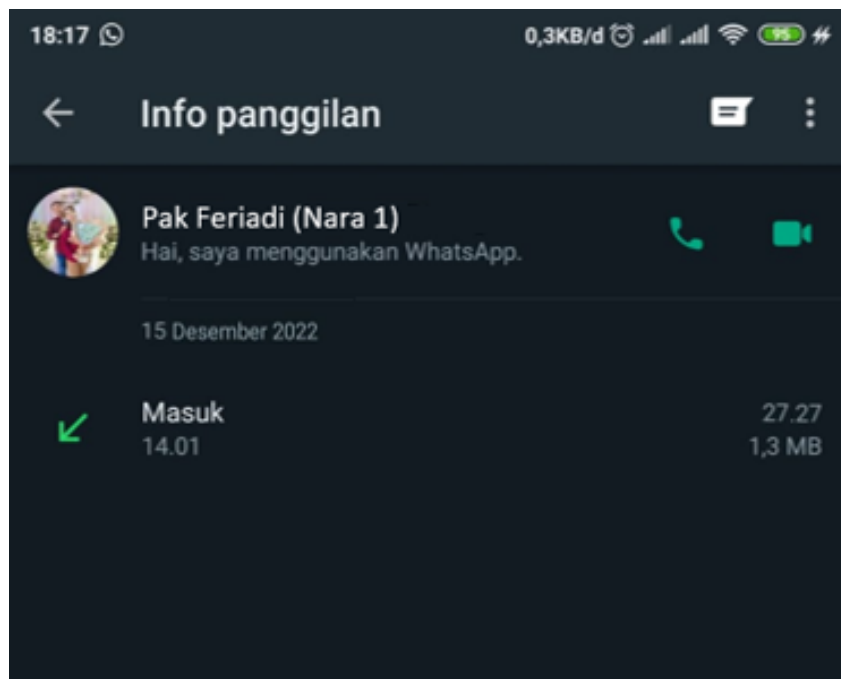
Screenshoot in the comment section of MediaKonsumen.com "Researcher and Mr. Feriadi"



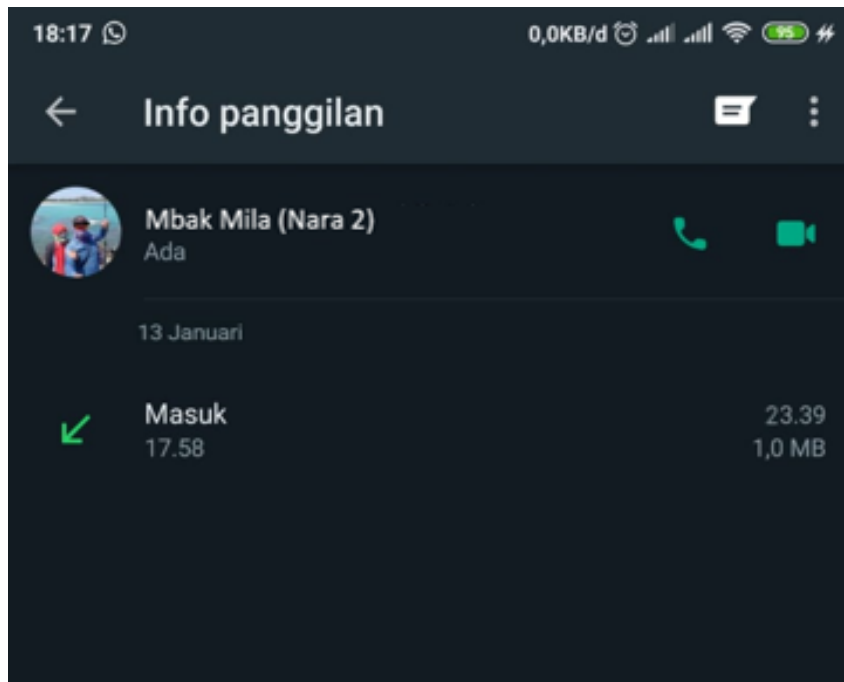
Screenshoot in the comment section of MediaKonsumen.com "Researcher and Mrs. Mila Oktavia"



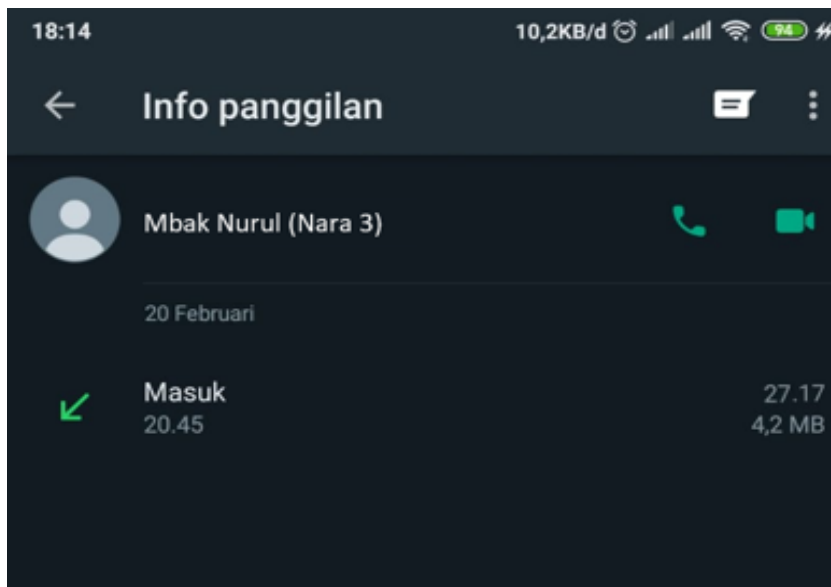
Screenshot in the comment section of MediaKonsumen.com "Researcher and Mrs. Nurul Falah"



Proof of call "Researcher and Mr. Feriadi"



Proof of call "Researcher and Mrs. Mila Oktavia"



Proof of call "Researcher and Mrs. Nurul Falah"

No.	Interview Questions
1.	What features do you use in making transactions in the Flip App?
2.	Are there any obstacles that you experience during or after making transactions on the Flip Application?
3.	Have you taken the correct steps as recommended by Flip while making transactions on the Flip Application?
4.	If yes, did you report your problem to Flip?
5.	How did Flip respond when you reported your problem to Flip?
6.	What steps are recommended by Flip to solve the problem you are experiencing?
7.	Can the steps recommended by Flip solve the problem you are experiencing?
8.	What is the timeframe for the problem to be resolved?
9.	Do you know or have you read Flip's terms and conditions?
10.	How about Testimonials as a Flip app user?

Interview Guidelines

INTERVIEW TRANSCRIPT

No. Wawancara	:	1
Narasumber / Status	:	Feriadi (F) / Pengguna Aplikasi Flip
Penanya	:	Annisa Janatul Firdaus (AJF)
Perihal	:	Kendala pengguna dan tanggapan pihak Aplikasi dalam merepson kendala yang diadukan pengguna.
Tipe Wawancara	:	Terstruktur
Hari/ Tanggal	:	15 Desember 2022
Waktu	:	15.00 WIB
Lokasi	:	Melalui Telpon Whatsapp

Inisial	Transkrip	
AJF	:	Pertanyaan pertama , Fitur apa yang bapak gunakan dalam melakukan Transaksi di Aplikasi Flip?
F	:	“Saya pakai Aplikasi Flip sudah lama mbak hamper 2 tahun belakangan ini, saya pakai aplikasi Flip beberapa kali untuk transaksi antar bank misal dari BCA ke BNI atau ke bank lainnya dan juga satu kali pakai aplikasi ini untuk transfer ke luar negeri”
AJF	:	Adakah Kendala yang bapak alami selama atau sesudah melakukan transaksi pada Aplikasi Flip?
F	:	“Iya mbak, saya mengalami kendala saat menggunakan aplikasi Flip, yang mana kendala ini sangat mengecewakan saya. Padahal saat saya menggunakan aplikasi Flip di transaksi sebelum-sebelumnya tidak ada masalah, baru ini pertama kali saya mencoba aplikasi flip untuk transfer ke luar negeri dan ternyata uangnya tidak sampai ke “penerima”
AJF	:	Bisa diceritakan, bagaimana kronologinya pak?
F	:	“Kalo dirunut sesuai tanggalnya ya mbak, waktu itu tanggal 05 Agustus 2022, saya pertama kalinya coba aplikasi Flip buat transfer ke luar negeri ke teman saya yang tinggal di Slovenia, total transaksi 1,500 EUR. Tanggal 09 Agustusnya saya dapat notif masuk di aplikasi dan email saya yang isinya menyatakan kalau transaksi saya sudah complete atau selesai. Nah, setelah itu saya konfirmasi bukti transaksinya ke temen saya. Tapi saya rasa waktu itu ada yang janggal, karena dari awal saya lihat bukti transaksi di notifnya, saya ngerasa kurang lengkap, karena tidak ada tulisan nomor rekening lengkap penerima, ataupun nomor swift codenya, terus IBANnya yang biasa dipakai untuk ke luar negeri juga tidak ada, terus saya kirim ke email penerima kan. Selang beberapa hari, penerima belum balas email saya, saya mulai

		tanya-tanya dan telpon ke penerima, sampek akhirnya mereka konfirmasi ke saya bahwa belum ada uang yang masuk ke rekening penerima. Panik dong saya, saya langsung tuh saya telpon cs-nya, terus cs-nys ngasih nomor referensi transaksi. Setelah itu, dicarilah sama temen saya si penerima, setelah dicek ternyata ndak ketemu. Akhirnya saya complain lagi ke cs-nya, setelah itu saya di minta sama cs-nya buat ngasih bukti transfer yang lebih lengkap. Tapi, setelah diminta bukti transfer itu, saya tunggu berminggu-minggu tidak ada lagi konfirmasi atau respon dari pihak CS-nya, Padahal apa susahny memberi bukti transfer yang mencantumkan alamat atau rekening lengkap penerima”.
AJF	:	Ohh gitu ya pak. dari keterangan yang bapak sampaikan ,bapak langsung menghubungi customer service Flip saat tau uang tidak ada direkening penerima, berarti bapak langsung mengadakan kendala bapak ke pihak Flip ya”.
F	:	“iya mbak
AJF	:	“Dan setelah bapak mengajukan complain lalu memberikan bukti transfer secara detail, tidak ada konfirmasi lanjutan dari pihak cs ya pak”
F	:	“iya mbak””
AJF	:	“ohh begitu yah pak, namun mohon maaf sebelumnya ya pak, apa bapak sudah yakin, pada saat melakukan transaksi, tidak ada kesalahan atau miss seperti tidak memasukkan kode unik di belakang nominal saat melakukan transfer ke rekening Flip, nomor rekening yang salah, atau melewati step-step lain yang telah ditentukan dalam proses transaksi di Flip?”.
F	:	“saya yakin sudah mbak, karena kalau saya salah, seharusnya notifikasi yang menyatakan transaksi telah berhasil tidak masuk dong di hp saya , dan ketika uangnya belum sampai ke rekening penerima, saya bingung mbak , maka dari itu saya complain ke csnya , kenapa notifikasi menyatakan berhasil, tetapi uang tidak sampai ke rekening penerima”.
AJF	:	“Mohon maaf lagi nggeh pak, ini saya hanya memastikan apakah bapak sudah membaca syarat dan ketentuan seluruhnya saat melakukan transaksi luar negeri?”.
F	:	“sudah mbak, yang step ditengah-tengah itu kan mbak?”.
AJF	:	“iya betul pak.. setelah itu, apa yang bapak lakukan setelah diminta bukti transfer dan tidak ada konfirmasi lanjutan dari pihak Flip, kelanjutannya bagaimana pak?
F	:	“saya akhirnya, mencoba banyak cara mbak untuk menghubungi pihak Flip, dan ternyata tidak ada hasil, terus saya tau ada web namanya media konsumen, saya lihat orang-orang banyak mengeluarkan keluh kesah dan komplainnya disitu, akhirnya saya coba daftar dan mencoba menceritakan apa yang saya alami disitu, waktu itu saya berharap masalah saya dapat tanggapan dari pihak Flip, ternyata tetap sama mbak. Akhirnya karena saya kesel saya tidak direspon dan ditanggapi, saya mulai kuar-kuar di sosmed, saya blow up ke twitter, Instagram dan Facebook. Untungnya

		setelah di blow up akhirnya pihak Flip menanggapi dan mengganti rugi uang saya yg tidak sampai. Hmm... lumayan berhasil ternyata, tapi ya gitu nunggu saya koar-koar dulu mbak.
AJF	:	“ohh berarti, dari proses pertama complain ke pihak Flip sampai masalahnya selesai rentang waktunya cukup lama yah pak?
F	:	“iya mbak, yah bisa terbilang dari sejak saya complain hingga masalah selesai, hampir satu bulan lebih saya munggu konfirmasi dan ganti rugi, itupun saya harus effort ini itu”.
AJF	:	“baik pak, sebelum menuju ke pertanyaan terakhir,, ini saya hanya memastikan lagi yah pak,, apakah bapak mengetahui atau pernah membaca syarat dan ketentuan Flip? Kalo di aplikasi Flip letaknya ada di deretan akun,, kalo bapak klik akun ,, dideretan bawah ada tulisan info lainnya ,, disitu ada kolom syarat dan ketentuan?
F	:	“kurang tau yah mbak, tapi seingat saya, itu ada kalo kita daftar akun kan,, tapi kalo baca isinya saya belum pernah mbak”
AJF	:	“baik, pertanyaan terakhir pak.. setelah ini apakah bapak akan menggunakan aplikasi Flip ketika bapak butuh melakukan transaksi di kemudian hari?”
F	:	“hmmm.. gimana yah mbak.. mungkin boleh kalo memang transaksinya tidak besar nominalnya, atau mungkin transaksi dalam negeri sajalah, biar kalo butuh transaksi ke luar cari alternatif lain saja
AJF	:	“ohh begitu yah pak , terima kasih banyak atas waktunya ya pak, ditengah kesibukan dan rutinitas bapak , bapak mau meluangkan waktu untuk menjadi narasumber sayaa, sekali lagi terima kasih pak
F	:	“iya sama-sama mbak”

(Sumber Wawancara, 2023)

INTERVIEW TRANSCRIPT

No. Wawancara	:	2
Narasumber / Status	:	Mila Oktavia (MO) / Pengguna Aplikasi Flip
Penanya	:	Annisa Janatul Firdaus (AJF)
Perihal	:	Kendala pengguna dan tanggapan pihak Aplikasi dalam merepson kendala yang diadukan pengguna.
Tipe Wawancara	:	Terstruktur
Hari/ Tanggal	:	13 Januari 2023
Waktu	:	13.00 WIB
Lokasi	:	Melalui Telpon Whatsapp

Inisial	Transkrip	
AJF	:	Boleh diceritakan kak, apa yang kakak alami saat menggunakan Aplikasi Flip, dan kendala apa yang anda alami?
MO	:	“Saya melakukan dua kali transaksi di Flip pake fitur transfer antar bank gratis biaya admin mbak, untuk transaksi dari BNI ke BCA, di tanggal 26 November 2022, transaksi pertama lewat rek Flip biasa yang menggunakan kode unik totalnya Rp 345.000 (jam 21:22 WIB) terus transaksi kedua lewat virtual account totalnya Rp 346.500 (jam 21:37 WIB). Tapi saat itu, saya lupa masukkan kode unik waktu transaksi jadinya saya ajukan pembatalan. Transaksi pertama yang menggunakan rekening Flip sudah CLEAR. Transaksi yang kedua saya juga batalkan karena setelah cek mutasi BCA, uang yang ditransfer tidak masuk ke rekening BCA (rekening tujuan) dengan menggunakan virtual account BNI dan belum direfund sampai sekarang sama pihak Flipnya”.
AJF	:	Lalu setelah tahu uang tidak direfund yang kakak lakukan apa?
MO	:	“nahh tentu sebelum menyimpulkan uang saya belum direfund, saya coba cara - cara yang ada di website-website Flip, yang pertama saya coba refund melalui aplikasi mbak, tapi ditolak alasannya bukti transfernya sudah kepace untuk transaksi yang lain, padahal saya sudah kirim foto bukti transfer sesuai permintaan di aplikasi Flip yang minta unggah foto bukti transfer. Yah Saya sudah kirim juga <i>screen shoot</i> mutasi saya dari bank BNI yang masuk ke Flip melalui “Gudang vocer”, karena gak berhasil saya cob acara lain, saya coba kirim email ke pihak Flip, mereka bales email saya dan bilang kalo mereka sudah mengembalikan uang saya tanggal 28 November 2022, isinya begini mbak “berdasarkan mutasi rekening yang Kakak lampirkan dananya sudah sukses masuk ke rekening penerima pada tanggal 28 November 2022 ya Kak, gitu katanya karena transaksinya 26 november 2022 hari Sabtu jadi pencatatan mutasinya masuk di hari Senin tanggal 28 November 2022 karena seninya kan hari kerja, gitu.. Karena isi emailnya begitu, saya pergi dong ke BNI buat cek mutase, tapi tidak ada uang masuk berarti uangsaya belum direfund dong sama pihak Flip Hanya ada

		<p>saldo saya yang telah terpotong sebesar Rp 346.500., kemudian saya kirim unggahan bukti mutasi pada tanggal tersebut dari rekening BNI yang tertera tidak ada saldo yang masuk ke rekening saya dari Flip dan saya juga sudah kirim mutasi rekening tujuan (rekening BCA yang akan saya transfer uangnya). Respon CSnya Cuma bilang kalo saat ini sedang dikonfirmasi sama timnya mau dicek lebih lanjut nomor tiket sekian-sekian, yah sama persis kayak yg saya tulis di web media konsumen.</p> <p>Terus karena saya kesel, responnya begitu terus, saya telpon CSnya jawabannya juga sudah masuk ke pelaporan dan sudah ditangani, tapi yah gak selesai-selesai.</p>
AJF	:	Ohh, jadi sebenarnya ketika kakak komplain ke pihak Flip, sebenarnya di tanggapi ya mbak, cuma memang ketika menghubungi CS jawabannya sama kalo laporannya sudah ditangani, gitu ya kak ?
MO	:	“iya mbak, gitu”.
AJF	:	Dari setelah complain tersebut, terhitung dari tanggal 28 november berarti yah, apa masalah kaka sudah terselesaikan ?”.
MO	:	“belum mbak, sampai sekarang belum kembali uang saya,,
AJF	:	“baik kak, sebelum menuju ke pertanyaan terakhir,, ini saya bertanya perihal syarat dan ketentuan,, apakah kakak mengetahui atau pernah membaca syarat dan ketentuan Flip? Kalo di aplikasi Flip letaknya ada di deretan akun,, kalo kakak klik akun ,, dideretan bawah ada tulisan info lainnya ,, disitu ada kolom syarat dan ketentuan?”
MO	:	“kurang tau yah mbak, tapi saya pernah tau sih,, kalo baca belum pernah”
AJF	:	“baik, pertanyaan terakhir kak.. setelah ini apakah kakak akan menggunakan aplikasi Flip ketika kakak hendak melakukan transaksi di kemudian hari?”
MO	:	“mungkin kalo urgent saya pakek, tapi kalo gak urgent mending transaksi pake aplikasi lain yang menyediakan transfer gratis fee gitu. Cuma memang saya menyadari ada salah di saya juga, cumin ribet aja gitu mbak, kita kan pengennya yang gampang dan cepet gitu”.
AJF	:	“ohh begitu yah kak, terima kasih banyak atas waktunya ya kak, ditengah kesibukan dan rutinitas kakak, kakak mau meluangkan waktu untuk menjadi narasumber sayaa, sekali lagi terima kasih kak”
MO	:	“iya sama-sama mbak”

INTERVIEW TRANSCRIPT

No. Wawancara	:	3
Narasumber / Status	:	Nurul Falah (NF) / Pengguna Aplikasi Flip
Penanya	:	Annisa Janatul Firdaus (AJF)
Perihal	:	Kendala pengguna dan tanggapan pihak Aplikasi dalam merepson kendala yang diadukan pengguna.
Tipe Wawancara	:	Terstruktur
Hari/ Tanggal	:	20 Febuari 2023
Waktu	:	14.00 WIB
Lokasi	:	Melalui Telepon Whatsapp

Inisial	Transkrip	
AJF	:	Boleh diceritakan kak, apa yang kakak alami saat menggunakan Aplikasi Flip, dan kendala apa yang anda alami?
NF	:	<p>“gini mbak, kronologinya itu,, saya kan mau top up gopay dari aplikasi Flip totalnya Rp 250.000, dan kalo di Flip kan nominalnya ditambah kode unik, nah totalnya jadi.. Rp 250.114, tapi waktu saya mau transfer gopay saya ke gopay Flip saya salah transfer jadi Rp 200.114.”</p> <p>Naah terus, saya chat csnya dong, live chat gitu di aplikasinya, tapi <i>slow respond</i>, walaupun tetap dibalas sama CSnya. Saya ajukan refund ke CSnya yah niatnya biar dana saya yang salah transfer tersebut balik, Csnya bilang mau dicek dulu dan bilang pengembalian dana butuh beberapa proses waktu, CSnya bilang normalnya paling cepat 1-3 jam. Setelah dapat info begitu, langsung saya ajukan refund.</p> <p>Tapi kebetulan waktu itu saya butuh cepet dananya, dan 1-3 jam buat saya kan kelamaan, sedangkan saya keburu butuh dana di gopay. Nah.. kemudian, saya top up lagi gopay di Flip totalnya Rp 250.001 dan nominal transfer dengan kode unik Rp 250.118. dan untungnya, transaksi kedua ini berhasil. Dana di rekening terpotong dan saldo gopay saya sudah masuk , yahh clear berarti kan .. urusan top up kedua.</p> <p>Kan udah tuh , setelah itu saya tunggu pengajuan refund saya yang salah nominal tadi yang pertama, 1 jam berlalu saya dapat notif dari Flip bahwa pengajuan saya ditolak dengan alasan permintaan refund tidak bisa diproses karena bukti transfer telah digunakan untuk transaksi lain.</p> <p>Karena saya dapet notif gitu, saya coba ajukan refund lagi sampai ke 3 kalinya tetap ditolak.</p> <p>Sampai saya email lagi CS Flipnya. Saya dilayani oleh CS atas nama Cahyo. saya menginfokan bahwa refund saya ditolak. Saya juga lampirkan bukti penolakan diaplikasi dan mutasi rekening saya yang terpotong. Setelah beberapa lama saya complain ke CSnya lewat email, pihak CS membalas email saya dengan balasan yang tidak enak dibaca seolah-olah lepas tangan gitu mbak alasannya refund saya ditolak diakibatkan karena kelalaian saya semata. Saya akui saya lalai karna lalai saat melakukan transfer, tapi kan mereka yang punya sistem masa tidak bisa cek di</p>

		sistemnya, karena saya sudah lampirkan bukti mutasi rekening 2x transfer dan riwayat transaksi flip yang mana yang berhasil hanya 1x dan 1x gagal kemudian pengajuan refund 3x juga ditolak. Yahh begitu deh mbak..”
AJF	:	Ohh, jadi sebenarnya ketika kakak komplain ke pihak Flip, sebenarnya dianggapi ya kak, cuma memang ketika menghubungi CS responnya agak kurang melegakan dan pengajuan refund padahal kaka sudah melampirkan bukti transfer dan mutase rekening, gitu ya kak ?
NF	:	“iya mbak, gitu”.
AJF	:	Dari setelah complain tersebut, apa masalah kaka sudah terselesaikan ?”.
NF	:	“sudah mbak, setelah saya complain berkali-kali,, pada akhirnya saya menulis artikel complain sayadi website MediaKonsumen.com, dan Alhamdulillah satu jam setelah complain di website tersebut, uang saya dikembalikan”.
AJF	:	Berapa lama kira-kira kendala kakak diselesaikan, dari sejak kaka complain ke pihak Flip ?”.
NF	:	“hitungannya yah kebesokannya mbak,, karena hari sebelumnya saya ajukan refund ditolak, keesokan harinya saya nulis artikel complain di media konsumen, dan case closed Alhamdulillah”.
AJF	:	“baik kak, sebelum menuju ke pertanyaan terakhir,, ini saya bertanya perihal syarat dan ketentuan,, apakah kakak mengetahui atau pernah membaca syarat dan ketentuan Flip? Kalo di aplikasi Flip letaknya ada di deretan akun,, kalo kakak klik akun ,, dideretkan bawah ada tulisan info lainnya ,, disitu ada kolom syarat dan ketentuan?”
NF	:	“kayaknya enggak deh kak, tapi kalo tau ada syarat dan ketentuan di bawah tulisan info itu di aplikasi iya, tapi kalo baca belum pernah”
AJF	:	“baik, pertanyaan terakhir kak.. setelah ini apakah kakak akan menggunakan aplikasi Flip ketika kakak hendak melakukan transaksi di kemudian hari?”
NF	:	“saya ucapkan terima kasih kepada pihak Flip untuk kerjasamanya. sangat gercep, untuk ke depannya ini juga jadi pelajaran buat saya biar tidak lalai atau tidak teliti saat transaksi, mungkin lain kali lebih aman langsung dari banking sih kalo memang butuh secepatnya”.
AJF	:	“ohh begitu yah kak , terima kasih banyak atas waktunya ya kak, ditengah kesibukan dan rutinitas kakak , kakak mau meluangkan waktu untuk menjadi narasumber sayaa, sekali lagi terima kasih kak”
NF	:	“iya sama-sama mbak,, semangat skripsinya”

CURRICULUM VITAE



Annisa Janatul Firdaus, was born in Surabaya City, East Java Province on May 17, 1999. The author was born to Mr. Zulkifli and Mrs. Shofia Hamidah, and is the eldest of three children, namely Khurun In Kamila, and Teuku Sultan Muhammad Zulkarnaen Poetra Soleman. In 2005 the author entered Sidotopo 3 State Elementary School No.50 Surabaya. Then graduated in 2011 and continued his education at the Tsanawiyah Madrasah (junior high school) and Marhalah 'Aliyah (high school) levels at Pondok Pesantren Al-Amien Prenduan for 6 years and graduated in 2017. In 2018 the author entered the lecture level as a student at the Sharia Economic Law, Faculty of Sharia, Maulana Malik Ibarahim State Islamic University Malang. During college, the author has also been active in various organizations including IMKP (Ikatan Mahasiswa Kota Pahlawan) and has served as a member of DEMA (Dewan Mahasiswa) Faculty of Sharia in 2021 in the field of community service.