

Legal Analysis of the Application of Standard Clauses in Banking Agreements and Their Legal Consequences

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Abstract

The use of standard clauses in an agreement is based on the needs that exist in society. The purpose of making a standard agreement at the Bank is to provide practicality to the parties so as to facilitate and save time in transactions. However, the absence of customer involvement in the preparation of the standard agreement puts the customer in a weak position. In this case the customer does not have the opportunity to negotiate it so that he only has the choice to accept or reject it. However, the standard agreement will only apply if the consumer is willing to obey and submit to any provisions prepared by the business actor. The purpose of this research is to see the legal consequences of banks in the inclusion of standard clauses and the prudential principles of banks in the inclusion of standard clauses in the agreement. The method used in this thesis is normative juridical research, with data collection by library research and related laws and regulations. Based on the results of the research conducted, the form of agreement at the Bank is usually set in a standard form, based on the essence of the agreement, the parties involved have rights and obligations in creating the desired legal relationship. Standard clauses are allowed as long as the contents do not lead to an exoneration clause. In other words, the condition of exoneration is "a condition that specifically relieves the employer from responsibility for adverse consequences arising from the execution of the agreement. An agreement must be executed in good faith". This means that in every agreement, basically all parties are free in determining the contents of the agreement, deciding with whom to make an agreement, but it must always be based on the principle of good faith, not violating laws and regulations, and not violating the interests of the community. This aims to achieve justice for the parties to the agreement so that there is no exploitation of the weak party.

1. Introduction

The legal relationship between customers and banks is established because of trust which is then bound in the form of an agreement. Even though the Banking Law does not regulate it explicitly, it can be said that customers deposit their funds in banks based on the existence of an agreement between the bank and the customer. Trust is what underlies the relationship between banks and customers who are bound by an agreement. Standard agreements provide a number of advantages when viewed from the amount of energy, time and costs that can be saved. The weakness is that it places parties who are not involved in making the agreement in an unequal position. Because the standard clause is determined unilaterally, the consumer as the non-dominant party can only accept it and cannot negotiate it, so it is called a standard clause.

The legal relationship between banks and customers refers to contract law. An agreement is defined as "an event, someone makes a promise to another person or two people promise each other to do a certain thing". An agreement will bind the parties and is said to be valid if the parties can bind themselves freely. An agreement can be canceled if there is lack of free will, such as due to fraud, coercion or mistake.

The basic basis of an agreement is the fulfillment of the conditions for the validity of the agreement contained in Article 1320 of the Civil Code, namely agreement, skill, a certain thing, and a lawful cause. It is important to realize that standard clauses are used by almost all banks in Indonesia in their services. Banks are one of the financial institutions that have a very important role in supporting the implementation of national development.

The use of standard clauses in an agreement is based on the needs that exist in society. As is known, in general a business relationship requires a fairly complex contract agreement and to create it requires quite a lot of money, meaning that the existence of standard clauses can save a lot of costs and time required. Parties with a weak bargaining position tend to only be able to accept the contents of the agreement because they are not given the opportunity to negotiate and change the terms of the contract. If viewed based on the goals that the parties want to achieve in the agreement, it can be said that the agreement is used as a legal basis for the parties to do or not do something.

This freedom of contract is related to standard agreements which are only dominated by business actors, as the parties making the agreements. Meanwhile, consumers, as parties who are offered an agreement, only have

the freedom to decide whether or not to make an agreement and the freedom to choose with whom they want to make an agreement, while other freedoms are only owned by business actors (Zakiyah, 2018).

The existence of limitations on these standard clauses illustrates that basically everyone can enter into an agreement, only agreements with provisions containing performance/obligations on one of the parties which violate the law, morality and public order are not permitted.

The clauses in a standard agreement are determined unilaterally, so that generally the contents of the agreement will explain more about the rights than the obligations of the business actor. In practice, provisions are often contained that contain the transfer of responsibility of business actors. This clause is known as the exoneration clause (Zakiyah, 2018).

Ahmadi Miru's opinion regarding agreements with standard clauses:

"An agreement with standard clauses is still an agreement that binds the parties who sign it, although it must be acknowledged that the clauses contained in a standard agreement shift a lot of the burden of liability from the party drafting the standard agreement to the opposing party, but any losses that arise in the future will still be borne by the parties who must be held liable based on the clause of the agreement, unless the clause is a clause that is prohibited under Article 18 UUPK" (Miru & Yodo, 2011).

Based on the above, standard clauses have the potential to harm customers and can give rise to legal consequences in the form of being null and void because the bank has violated Article 18 of Law no. 8 of 1999 concerning Consumer Protection and Article 30 POJK Number 6/POJK.07/2022 concerning Consumer and Public Protection in the Financial Services Sector so that it can result in null and void consequences.

Based on this background, this research will discuss the Bank's prudential principles in applying standard clauses in agreements as well as legal responsibilities, the extent to which standard clauses are applied in banking practice and what are the risks of standard agreements that have been made, are they legally valid and if there are any whether the lawsuit can be canceled legally.

2. Research Method

The type of research used in this research is normative juridical, namely "legal

research regarding norms and legal provisions that already exist or have been in force, both written and unwritten." The nature of the research used in this research is analytical descriptive, intended to provide data as precisely as possible about humans, conditions or other symptoms with the aim of obtaining data regarding the relationship between one symptom and other symptoms.

3. Results and Discussion

Standard Agreement and its characteristics

An agreement consists of a series of words agreed upon by the parties concerned. To determine the contents of an agreement, it is first determined what the parties meant by saying or writing those words. The function of an agreement is to provide legal certainty for the parties who make it. Agreements that include standard clauses, otherwise known as standard agreements, have the definition "an agreement in which almost all of the clauses are standardized by the user and the other party basically has no opportunity to negotiate or ask for changes." What is standardized is not the agreement form, but the clauses (Wiwoho, 2017).

Based on these various terms, there are things that need to be underlined, namely the terms standard clause and standard agreement. Both are different things. A standard agreement is "a written or oral agreement made by two or more parties, which generally takes the form of a collection of clauses made unilaterally", while standard clauses are separate parts contained in the agreement, namely clauses or provisions that had been prepared beforehand (Wiwoho, 2017).

According to Article 1 Paragraph (10) of the Consumer Protection Law, the definition of a standard clause is "every rule or provision and conditions that have been prepared and determined in advance unilaterally by the business actor as outlined in a document and/or agreement that is binding and must be fulfilled by consumers". These standard clauses regulate things such as the rights and obligations of the parties to the agreement, termination of the agreement, resolution of disputes, and sometimes even contain exoneration clauses, namely "clauses that contain limiting conditions, or completely eliminate the responsibilities that should be borne by the producer/ product distributor". The purpose of an agreement that uses standard clauses is to provide convenience and practicality for the parties and is often contained in the form (Wiwoho, 2017).

The characteristics of standard agreements are in line with societal developments. This reflects the economic principles and legal certainty that apply in the countries concerned. With the conditions standardized in the agreement, the economic interests of entrepreneurs will be increasingly

guaranteed because consumers only accept the conditions provided by the entrepreneur.

Concretely, standard clauses that develop in contract law practice have the following characteristics:

- a. The agreement is determined unilaterally by a party whose position is stronger than the other party;
- b. The party whose position is weaker is not involved in drafting the contents of the agreement;
- c. Parties who have a weaker position tend to accept the substance of the agreement compulsively for reasons of necessity;

Agreements are stipulated in writing in a certain format and printed in large quantities”.

Agreements with standard clauses are usually stated in written form in the form of points or articles. The purpose of a standardized agreement format is that the model, content and size have been determined, therefore no changes can be made. The agreement model is generally in the form of a form. The contents of the agreement are usually in the form of points and articles determined unilaterally by the business actor. Meanwhile, the paper size is adjusted to the model and formulation of the contents of the agreement. Examples of standard agreement formats in practice include insurance agreements, parking tickets, bank account opening agreements, and so on.

Generally, the content of the agreement is the provisions that regulate the rights, obligations and responsibilities of the parties involved in the agreement. Based on the principle of freedom of contract, every person has the freedom to draw up agreements to achieve the economic goals he wishes.

Applicability of the Agreement with Standard Clauses

Article 1320 of the Civil Code states that the validity of an agreement requires four conditions:

- a. agree with those who bind themselves;
- b. the ability to create an agreement;
- c. a certain thing;
- d. a legitimate cause.

These elements are divided into 2 (two) main elements, namely subjective elements and objective elements. Agreement and competence are subjective requirements because they relate to the parties entering into an agreement, while

requirements regarding a certain matter and a halal cause are objective requirements, because they relate to the object of the agreement. If the first and second conditions are not met then the agreement can be cancelled, meaning that one party can file an annulment of the agreement with the court. Meanwhile, if the third and fourth conditions are not fulfilled, then the agreement is considered null and void, that is, from the start the agreement is considered to have never existed.

Based on the provisions of Article 1338 of the Civil Code, "agreements that are legally made are valid as law for those who make them, cannot be withdrawn

without the consent of both parties, or for reasons that the law states are sufficient to do so." o this also applies to an agreement that contains standard clauses, with the requirement that it must not conflict with the law, morality and public order.

The use of standard clauses in an agreement is based on the needs that exist in society. As is known, in general a business relationship requires a fairly complex contract agreement and to create it requires quite a lot of money, meaning that the existence of standard clauses can save a lot of costs and time required. Parties with a weak bargaining position tend to only be able to accept the contents of the agreement because they are not given the opportunity to negotiate and change the terms of the contract. Viewed based on the goals that the parties want to achieve in the agreement, it can be said that the agreement is used as a legal basis for the parties to do or not do something.

The standard agreement will only apply if the consumer is willing to obey and submit to every provision prepared by the business actor. The choice is entirely in the hands of consumers, while business actors do not have the right to impose their will. Thus, a standard agreement is an "agreement that is determined unilaterally, namely by the producer/distributor of the product (seller), and contains provisions that apply generally (mass). Therefore, the other party (consumer) only has two choices, namely agreeing or rejecting it".

The principle of freedom of contract is "a principle that gives parties the freedom to make or not make an agreement, enter into an agreement with anyone, determine the content of the agreement, implementation and conditions, determine the form of the agreement; written or oral".

This principle provides an opportunity for parties in an agreement to make any agreement, as long as its contents do not constitute something prohibited as explained by Article 1337 of the Civil Code, namely "a cause is prohibited if it is prohibited by law or if it is contrary to morality and/ or public order".

This one-sided legal protection in standard agreements causes an imbalance of rights and obligations, even though the application of the principle of good

faith and the principle of freedom of contract is very crucial in creating a good contract. The principle of freedom of contract provides an opportunity for business actors to be able to bind themselves to each other for the smooth running of their business. Therefore, it can be said that agreements with standardized clauses reduce the fairness of the contract so that it is impossible to provide benefits and justice for all parties.

The rules regarding restrictions or prohibitions on the inclusion of standard clauses in Law Number 8 of 1999 concerning Consumer Protection and Financial Services Authority Regulation Number 6/POJK.07/2022 aim to protect customers as banking consumers so that they have balanced rights and positions and prevent business actors from abuse of circumstances, where usually the business actor has a stronger position (Iskandar, 2017).

Standard clauses in Banking Agreements

People as consumers currently need fast, easy and safe services. Banks with their various products offer the public this convenience. Old and complicated services have been abandoned by the community, the current service model provided uses sophisticated technological tools and equipment with various business networks in various regions and cities and even abroad, this is so that bank service facilities can be reached by the public so that Banks are used as trusted partners in society.

Almost all banks in Indonesia use standard clauses in their services. Banks as a financial institution play a very important role in supporting the implementation of national development. The legal relationship between consumers and business actors is usually formed through an agreement, whether by agreement or law. The legal relationship between banks and customers who save funds can be seen through the banking products offered, such as savings, current accounts and deposits which are stated in the form of an account opening agreement.

The function of the account opening agreement is:

1. Regulate the rights and obligations of banks and customers in their legal relations.
2. Clarify the application of provisions or compliance with related provisions.
3. Emphasize applicable statutory provisions that are considered important, for example regarding the application of provisions in the Civil Code or Commercial Law or government regulations or other provisions.
4. Explain the procedures for withdrawals, deposits, etc. that apply to the bank concerned.

5. As an implementation of the provisions of the laws and regulations that apply to the bank concerned.

In general, an agreement to open an account at a bank is in the form of a private agreement, namely in the form of a form provided unilaterally by the bank. What is meant by the form used in opening an account is "the form used by the bank in connection with the bank's business in collecting public funds in the form of deposits. Apart from being in form, the account opening agreement can also be downloaded on the bank's website, in electronic form.

This form usually contains the rights and obligations of the parties, the risks that must be borne by the parties, types of products and benefits of products and services, dispute resolution procedures and others. In this way, customers can know the possibilities and risks that occur in using the bank's products or services.

The thing that needs to be worried about the presence of an agreement with standard clauses is the application of the exoneration clause. An exoneration clause is a "clause that contains conditions that limit, or even completely eliminate, the responsibilities that should be borne by business actors. Because the agreement is drawn up unilaterally by the bank, it provides an opportunity for the bank to draw up an unbalanced agreement which can have a negative impact on customers. Banks have a tendency to protect themselves.

There are standard clauses that have the potential to harm customers as consumers of banking services, some of which are in the account opening form, namely:

"If there is a difference between the Bank's bookkeeping records and the Customer's records, then the Bank's bookkeeping records shall apply, and the Customer hereby declares, knows, understands, acknowledges and accepts that the Bank's bookkeeping records are valid evidence and are binding on the Customer."

"The Bank has the right at any time to make changes, additions or updates to the General Terms and Conditions for Opening an Account which apply to each type of account and/or type of product and/or system used by the Bank without any obligation from the Bank to notify the Bank in advance. The Account Owner and such changes, additions or updates are an inseparable part and are an integral part of the General Terms and Conditions for Opening an Account and must be fully complied with by the Account Owner."

"If there are differences between the Bank's records and the notes made by the Account Owner, the Account Owner hereby declares that he agrees and submits

to every note made by the Bank and acknowledges that the notes made by the Bank are perfect evidence that is binding on the Account Owner”.

“If there is a difference between the balance in My Savings Book and the balance recorded in the Bank's books, then the reference is the balance recorded in the Bank's books.”

"The Customer agrees not to dispute the validity, correctness or authenticity of transaction evidence and communications transmitted electronically between the Customer and the Bank, including documents in the form of computer records or proof of Bank transactions, tapes or cartridges, recordings, computer printouts, copies or forms of information storage other things, or data shown by the Bank or all tools or documents which are valid evidence of the Transaction"

Several concrete examples of standard clauses that must be avoided by banks in bank credit agreements, so that the debtor's interests are not harmed, as stated by Sutan Remy Sahdeni. These clauses include:

- A. The bank has the authority to unilaterally terminate the credit withdrawal permit at any time without any reason and without prior notification.
- B. The bank has the authority to unilaterally determine the selling price of collateral in the case of selling collateral because the debtor's credit is bad.
- C. debtor customer's authority to always comply with all existing bank instructions and regulations and which will still be determined later by the bank.
- D. The debtor is required to comply with the general terms and conditions of the relationship between the bank and bank in question, but without first giving the debtor customer the opportunity to know and understand the general terms and conditions of the current account relationship.
- E. The power of the debtor customer which can be revoked is returned to the bank to be able to carry out all actions deemed necessary by the bank.
- F. Debtor customer's power of attorney to the bank to represent and implement the debtor customer's rights at every general meeting of shareholders.
- G. Inclusion of exclusion clauses that free the bank from claims for compensation for losses suffered by it as a result of the bank's actions.
- H. Inclusion of an exception clause regarding the debtor customer's lack of right to express objections to the bank's charges on their account.
- I. Proving the negligence of the debtor customer unilaterally by the bank alone.
- J. Determination and calculation of bank interest at a disadvantage to debtor

customers.

The Banking Law does not confirm or regulate the form of agreement that must be made by banks with their customers. This is the freedom of both parties to determine the form of the desired credit agreement. Credit agreements made by banks are carried out in two forms or ways. Firstly, the credit agreement is in the form of a private deed, secondly the credit agreement is in the form of a notarial deed. Credit agreements made either by private deed or notarial deed, are generally made in standard agreement form, namely the bank and the customer sign an agreement whose contents or clauses have previously been prepared by the bank in a printed form. In the event that a bank agreement is made using a notarial deed, the bank will ask the notary to be guided by the credit agreement model from the bank concerned. The notary is asked to guide the clauses of the model credit agreement of the bank concerned.

Legal consequences and the Bank's principle of prudence in the inclusion of standard clauses in the Agreement

The legal basis used in enforcing agreements with standard clauses in Indonesia is Article 1338 Paragraph (1) of the Civil Code which states "all agreements made legally apply as law for those who make them". In other words, through the principle of freedom of contract, parties are given the freedom to enter into agreements, including making agreements that do not yet exist in law.

Standard clauses are permitted as long as their contents do not lead to exoneration clauses. In other words, exoneration conditions are "conditions that specifically free entrepreneurs from responsibility for adverse consequences arising from the implementation of the agreement". Article 18 Paragraph (1) UUPK exists as an effort to limit the behavior of business actors in making standard clauses that lead to exoneration clauses.

In connection with the agreement between the bank and the customer, it is made unilaterally by the bank, which allows the bank to create unbalanced agreement forms, which can be detrimental to the customer. As a drafter of agreements that do not involve customers, banks will humanly tend to be protective of themselves. This concerns a practical aspect because it is impossible for banks to make different agreements between one customer and another. Customers who will be in contact with banks generally do not pay attention to the contents of the forms they will sign. They trust the bank or at least have "no power" to reject the form offered by the bank because it is impossible for the customer to draft the agreement. Customers also do not receive sufficient information regarding the contents of the signed form which is the basis of the legal relationship between the customer and the bank concerned. Customers often do not understand the

purpose and contents of forms or agreements made unilaterally by the bank. The writing is very small and complicated to understand, so when a dispute occurs, customers may be harmed.

Ahmadi Miru believes that:

"A standard contract remains an agreement that binds the parties who sign it, although it must be acknowledged that the clauses contained in a standard contract shift the burden of liability from the party drafting the standard contract to the opposing party, but any losses that arise in the future will still be borne by the parties. the party that must be held liable based on the clause of the agreement, unless the clause is a clause that is prohibited under Article 18 UUPK."

Ideally, drafting a standard agreement is not to sharpen differences and impose will, but to create cooperation based on an agreement by complying with applicable contract law rules. Accuracy or prudence and good faith are two things that parties should generally pay attention to before signing a standard clause, so it is important to keep negotiations open to obtain greater profits, but in accordance with the principle that applies absolutely throughout the world in contract law, namely the existence of good faith. good so it is not completely detrimental to be able to take a standard contract as a means of realizing the contract. You must be careful in reading and understanding the standard clauses to avoid unwanted losses. Standard clauses that conflict with applicable legal regulations will be null and void as explained in the principle of freedom of contract (which makes an agreement like a law), only applies to the parties, but the provisions of the law remain binding on the parties.

If examined further, the application of standard clauses in an agreement to open a bank account in form is an agreement that binds the customer to the bank, this is

based on Article 1338 Paragraph (1) of the Civil Code which states "an agreement made legally applies as law for the party who makes it.". Applicable as a law means that the agreement has binding force such as binding the law. As a result of the binding agreement, it cannot be canceled unilaterally without agreement from other interested parties. The involvement of the parties in the standard agreement is proven by the signing of an agreement to open a bank account and the signing of a credit agreement at the bank

According to Kelsen, law is a system of norms. Norms are "statements that emphasize *das sollen*, by including several rules about what must be done". Norms are the product and actions of humans who are full of consideration. Laws containing general rules become a reference for individual behavior in society,

both in relationships with fellow individuals and with society. These rules become limitations for society in taking action against individuals. The existence of these regulations and the implementation of these regulations create legal certainty.

At first glance, bank credit agreements in standard agreement format always give the impression that the bank has stronger gaining power than the debtor. In practice, the bank only has strong gaining power, only when the bank negotiates bank credit, after the agreement is implemented the bank is often in a weak position. Based on the fact that the application of standard clauses in bank credit agreements is a preventive step by the bank to secure the funds channeled to the debtor. As is known, the funds distributed by banks are essentially customer savings funds.

The application of standard clauses becomes more realistic, when the bank itself in making standard agreements is based on the principle of good faith. Good faith does not only appear when implementing a bank credit agreement, good faith must have existed since the contractual relationship began between the bank and the debtor. On this basis, banks are not arbitrary in determining standard clauses in bank credit agreements.

In general, banks in including standard clauses in agreements have implemented the precautionary principle where the concept of making the agreement is carried out by the product owner at the Head Office which has been approved by the Board of Directors and is the authority of the Board of Directors, which is made in a standard standard form and has been adapted to statutory regulations. in force, and has also been approved by Bank Indonesia and the Financial Services Authority.

The explanation of Article 18 paragraph (1) of the Consumer Protection Law states the purpose of the prohibition on the inclusion of standard clauses, namely "this prohibition is intended to place consumers on an equal footing with business actors based on the principles of freedom of contract". Thus, the enactment of Article 18 paragraph (1) of the Consumer Protection Law will empower and prevent consumers from being positioned as weak parties in contracts with business actors, thereby equalizing the position of business actors with consumers.

The application of standard clauses in the financial services sector is also regulated in POJK Number 6/POJK07/2022 and OJK Circular Letter Number 13/SEOJK07/2014 which states "Financial Services Business Actors (PUJK) design, formulate, determine and offer standard agreements, PUJK is obliged to base to balance, fairness and fairness in making agreements with consumers." o

the legal consequences of applying standard clauses in an account opening agreement are considered valid and binding on the customer and the bank as long as the agreement meets the legal requirements in accordance with Article 1320 of the Civil Code and the clauses in the agreement do not contain elements that conflict with the law, morality and order. general.

The UUPK states that as a result of violating Article 18, the agreement is null and void. However, the agreement cannot automatically be null and void and must still be requested for cancellation by a judge. So based on this, awareness and willingness is needed from consumers to file a lawsuit to cancel the standard agreement. As for practice, it can be seen that consumers have very low awareness, for reasons of necessity, usually can easily accept and sign the agreement. Meanwhile, if related to the conditions for the validity of an agreement contained in Article 1320 of the Civil Code, these clauses conflict with the objective conditions of the agreement, namely regarding halal causes because they conflict with the law, thus causing the agreement to be null and void.

Apart from being null and void, violations of the inclusion of standard clauses can also be subject to criminal sanctions as stated in Article 62 UUPK in the form of imprisonment for a maximum of 5 (five) years or a fine of a maximum of IDR 2,000,000,000.00 (two billion rupiah). 204 Meanwhile, as explained in Article 45 POJK NUMBER 6/POJK.07/2022, violations of the inclusion of standard clauses can be subject to administrative sanctions in the form of written warnings, fines, restrictions on products and/or services and/or business activities, freezing of products and/or services and/or business activities, revocation of product and/or service permits; and revocation of business permits. The fine sanction as intended in Paragraph (1) letter b can be imposed at a maximum of IDR 15,000,000,000.00 (fifteen billion rupiah).

4. Conclusion

The use of standard clauses in banking agreements provides convenience and efficiency but often places consumers in a weak position because the clauses are drafted unilaterally by the bank. Although standard clauses are permitted, their contents must not contain exclusion clauses that exempt the bank from legal responsibility. The principles of prudence and good faith must be applied in drafting agreements to maintain a balance of rights and obligations between the bank and the customer.

In practice, standard clauses that violate legal provisions can cause the agreement to be null and void, as regulated in the Consumer Protection Law and the Financial Services Authority Regulation. Therefore, consumers need to understand the contents

of the agreement before signing it to avoid potential losses. In addition, supervision by relevant institutions is needed to ensure that banking agreements comply with legal regulations and protect consumer interests.

References

- Budhayati, C. T. (2009). Asas Kebebasan Berkontrak Dalam Hukum Perjanjian Indonesia.
- Cesylia, A. F. (2020). Tesis Penerapan Klausula Baku Dalam Perjanjian Pembukaan Rekening di Bank Umum menurut Undang-Undang No.8 Tahun 1999 dan Peraturan Otoritas Jasa Keuangan /2022 Nomor /POJK.07/2022 (Studi pada beberapa Bank di Kota Medan).
- Hariato, D. (2016). Asas Kebebasan Berkontrak: Problematika Penerapannya Dalam Kontrak Baku Antara Konsumen Dengan Pelaku Usaha. *Jurnal Hukum Samudra Keadilan*, 11(2), 145-156.
- Iskandar, M. R. (2017). Pengaturan Klausula Baku dalam Undang-Undang Perlindungan Konsumen dan Hukum Perjanjian Syariah. *Amwaluna: Jurnal Ekonomi Dan Keuangan Syariah*, 1(2), 200-216.
- Kitab Undang-Undang Hukum Perdata, Pasal 1320
- Kristiyanti, C. T. S. (2013). *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta
- Marzuki, P. M. (2009). *Penelitian Hukum*. Jakarta: Kencana.
- Miru, A., & Yodo S. (2011). *Hukum Perlindungan Konsumen*, PT Raja Grafindo Persada, Jakarta
- Sunggono, Bambang, 2003, *Metodologi Penelitian Hukum*, PT, Grafindo Persada, Jakarta
- Muaziz, M. H., & Busro, A. (2015). Pengaturan Klausula baku dalam hukum perjanjian untuk mencapai keadilan berkontrak. *Law Reform*, 11(1), 74-84.
- Muhammad, A. (1992). *Perjanjian Baku dalam Praktik Perusahaan Perdagangan*, Citra Aditya Bakti, Bandung
- Muljadi, K., & Widjaja, G. (2014), *Perikatan yang Lahir dari Perjanjian*, Rajawali Pers, Jakarta
- Nasution, A. Z. (2002). *Hukum Perlindungan Konsumen*, Diadit Media, Jakarta
- Nurhayati, I., & Farida, R. (2020, November). Hak dan Kewajiban Hukum Dalam Hubungan Antara Nasabah Dengan Bank. In *Prosiding Seminar Nasional Terapan Riset Inovatif (SENTRINOV)* (Vol. 6, No. 2, pp. 50-56).
- Nurhayani, N. Y. (2015). *Hukum Perdata*. Bandung: CV Pustaka Setia.
- Pandiangan, L., & Jayadi, H. (2018). Hubungan Hukum Antara Nasabah Penyimpan Dana Dengan Bank Dalam Prespektif Hukum Perjanjian di Indonesia. *Jurnal Hukum to-ra*, 4(3), 93-97.
- Peraturan Perundang-Undangan
- Peraturan Otoritas Jasa Keuangan No. 6/POJK.07/2022 tentang Perlindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan.
- Sadar, M., Makarao, M. T., & Mawadi, H. (2012). *Hukum Perlindungan Konsumen di Indonesia*. Akademia.
- Sunggono, B. (2003). *Metodologi Penelitian Hukum*, PT, Grafindo Persada, Jakarta
- Sutiyoso, B. (2008). *Hukum ArbSubekti*, 2002, *Hukum Perjanjian*, Intermasa, Jakarta
- Syaifuddin M. (2016). *Hukum Kontrak Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum*, Mandar Maju, Bandung
- Tobing, R. D. (2017). *Hukum Lembaga Pembiayaan*, LaksBang PRESSindo, Surabaya
- Widiyono, T. (2006). *Aspek Hukum Operasional Transaksi Produk Perbankan di Indonesia*, Ghalia Indonesia, Bogor
- Wiwoho, R. H. (2017). *Keadilan Berkontrak*. Jakarta: Penaku.
- Zakiyah, Z. (2018). Klausula Eksonerasi dalam Perspektif Perlindungan Konsumen. *Al-Adl: Jurnal Hukum*, 9(3), 435-451.