

Use of Credit Cards as a Means of Payment in Trade Transactions at PT Bank Central Asia Tbk and PT Bank Danamon Indonesia Tbk Tangerang Branch

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Abstract

This study aims to examine how to address misuse involving fraud, forgery, and theft related to credit card usage and explore methods for mitigating such issues. Additionally, the study investigates the legal protections available to parties involved in credit card transactions as a payment tool in commercial transactions. The research employs a normative legal approach, which involves examining problems based on legal principles, legal norms, applicable regulations, and relevant legal theories to provide a framework for verifying or testing truths. Conclusion Misuse can occur either by parties involved in the credit card mechanism or by third parties. Forms of misuse include: a. The issuer's failure to pay the merchant after a transaction between the cardholder and the merchant is completed. b. Various criminal activities, such as: 1) Forgery this includes the creation of counterfeit credit cards, forging authorized signatures, falsifying transactions, or duplicating cards. The primary goal of such criminal acts is personal gain or benefiting a syndicate targeting the issuing bank, which can indirectly harm legitimate cardholders and merchants.

Keywords: Credit Card, Payment Tool, Commercial Transactions

A. Introduction

Economic development and the rise of trade as the economy and society have advanced, particularly in the field of commerce, the use of cash as a payment instrument has shown limitations, especially for large transactions. Settling transactions with large sums of cash is not only impractical but also poses certain risks. This is due to several factors, including: 1. The difficulty of transporting cash from one country to another. 2. The high costs associated with transporting cash due to its weight. 3. The risks involved in transporting cash, such as theft and robbery, especially in areas where security is not fully guaranteed.

To address these challenges, alternative forms of payment were sought, leading to the introduction of instruments other than currency. These instruments took the form of documents or deeds with monetary value, known as commercial papers (*handelspapieren*).

As the banking industry evolved, it introduced a new payment instrument that offered various conveniences to its users: the credit card. The emergence of credit cards as a new form of payment was a result of the development of potential, initiative, and creativity in the field of payment instruments within society. In Indonesia, the use of credit cards was first introduced in the 1980s by certain banks from the United States, such as Bank of America. The adoption of credit cards grew rapidly, driven by factors related to convenience, practicality, and the social status associated

with cardholders.

As a payment instrument, credit cards offer certain advantages over cash payments. These benefits apply to both parties involved: 1. Advantages for credit card holders the ability to purchase goods or services in large amounts without using cash or checks, access to credit facilities within a specified limit, the option to make various purchases and settle the bill within one month.

Advantages for credit card acceptors credit can be extended without the risk of bad debts, as the bank guarantees the payment. Greater security compared to carrying large sums of cash. Consumers often prefer to shop using credit cards. Additional benefits for credit card issuers include: An increase in profitability. A promotional tool for the bank.

The use of credit cards as a payment instrument has effectively substituted legal tender (paper and coin currency). Therefore, credit cards can be regarded as a new instrument in the world of commerce and are considered negotiable instruments with monetary value. These negotiable instruments can be conceptually categorized into two types: securities (Warde Papier) and valuable papers (Papier Van Waraade). However, the distinction between these terms is not explicitly defined in the Indonesian Commercial Code (KUHD).

To be classified as a negotiable instrument, a document must fulfill two primary functions: it must be a tradable asset and serve as evidence of an existing debt claim. Additionally, some experts argue that a negotiable instrument should function as proof of debt, a bearer of rights, and be easily transferable.

According to Abdulkadir Muhammad, a negotiable instrument must have three functions: 1. As a means of payment (a substitute for cash). 2. As a tool for transferring claims (easily tradable). 3. As a document that serves as proof of a claim (a legitimizing document). Although credit cards share similarities with negotiable instruments, they cannot be fully considered as such from a legal perspective. This is because, of the three essential functions of a negotiable instrument, credit cards only fulfill the first one—acting as a means of payment or a substitute for cash. They do not meet the second function, and while the third function is somewhat indirectly fulfilled, it is not by the credit card itself but rather by the signed payment slip.

B. Framework

According to M.J. Kappers, Senior Vice President of Card Center at Bank Duta, the number of credit cardholders in Indonesia has reached 1.8 million. However, Media Indonesia reported that the actual number of cardholders is closer to 400,000. To reach a customer base of 90,000, Bank Duta implemented a Sponsor Member system. Bank Duta was not alone in this effort; it collaborated with 60 national private banks, including Overseas Express Bank, Bank Buana, Bank Bukopin, Bank Nasional, Jaya Bank, Andromeda Bank, and others. "Bank Duta is the one processing Visa cards, and these 60 national private banks are the ones marketing them," said M.J. Kappers.

1. Definition of Credit Cards

A credit card is not a payment instrument in the same way that a bill of exchange or a check is. When using a credit card, there is no direct transfer of funds from the cardholder to the payment recipient (such as an outlet). Unlike checks and bills of exchange, credit cards are not governed by specific legislation and cannot be transferred to another party.

The term "Credit Card" is derived from the phrase "Credit Card," which is a compound word with distinct meanings. In the business world, credit can have various interpretations, one of which is the type of credit extended by a bank to its customers. In general business terms, credit is defined as "the ability to borrow money, or to engage in a commercial transaction or receive goods or services, with an agreement to pay later."

2. Regulation of Credit Cards

Given that credit cards are relatively new compared to other payment methods like cash and checks, there is no clear legal basis for their use in existing laws. Neither the Indonesian Commercial Code (KUHD) nor the Civil Code (KUH Perdata) explicitly mention credit cards. However, there are several regulations aimed at facilitating smooth and efficient payment transactions:

- a. Presidential Decree of the Republic of Indonesia No. 61 of 1988 on Financing Institutions. Article 1, point 7, states that a credit card company is a business entity engaged in payment transactions for the purchase of goods and services using credit cards. This company is under the supervision and guidance of the Ministry of Finance.
- b. Minister of Finance Decree No. 1251/KMK.013/1998 on the Provisions and Procedures for the Implementation of Financing Institutions. Article 1, points n and o, define: 1) A credit card company as a business entity that provides financing for the purchase of goods and services using credit cards. 2) A credit cardholder as a customer who receives financing from the credit card company. Article 7 outlines the activities of credit card companies, including the issuance of credit cards that can be used by cardholders for payment of goods and services.
- c. Law No. 7 of 1992 on Banking, as amended by Law No. 10 of 1998. Article 6, point 1, includes among the activities of commercial banks: factoring, credit card business, and trustee services.

3. Classification of Credit Cards

Credit cards can generally be classified into two main categories: by their function and by their geographical scope. The two classifications are described as follows:

- a. Classification by Function Credit cards can be categorized into five types based on their function: Credit Card, Charge Card, Debit Card, Cash Card, and Check Guarantee Card. Each type is detailed below:
 - 1) A Credit Card is a type of card used for making purchases of goods and services. Payments can be made either in full or through monthly installments of a minimum amount. When paid in installments, the total amount due includes interest charges, making it similar to a bank loan. The outstanding balance from the previous month, including interest, becomes the principal amount for the following month.
 - 2) A Charge Card is used for purchasing goods and services and requires the cardholder to pay the full balance by the end of the month or the following month, with or without additional fees. This type of card is also known as a "full payment card" due to its requirement for complete repayment by the due date, with any unpaid balance incurring a fee.
 - 3) A Debit Card is fundamentally different from Credit and Charge Cards. It is not a credit card but a plastic card used for cash transactions. It directly debits the cardholder's account balance and credits the seller's account with the transaction amount. This card is used for real-time transactions without physical cash.
 - 4) A Cash Card is distinct from Credit and Charge Cards. It is a plastic card used for withdrawing cash either at bank counters or through Automated Teller Machines (ATMs) located in strategic places like supermarkets, hotels, and office buildings. Although it is associated with a specific bank, it can be used at other banks as well through agreements.
 - 5) A Check Guarantee Card is not a credit card but a plastic card used as a guarantee for checks issued by the cardholder. It ensures that checks presented during transactions are covered, providing assurance to the recipient of the check.

- b. Classification by Geographical Scope Credit cards can also be categorized based on their geographical validity into two types: National Credit Cards and International Credit Cards.
 - 1) A National Credit Card is only valid and used for transactions within a specific country. For example, the Citibank Makro Card is only valid at Makro stores in Indonesia.
 - 2) An International Credit Card is valid for transactions across multiple countries. Prominent examples include Visa Card and MasterCard, which have extensive international networks and are widely used around the world.

4. Functions of Credit Cards

Similar to other financial instruments, credit cards serve as a means of payment in commercial transactions, though they are used at specific locations. In everyday life, the term "credit card" is quite familiar to many Indonesians, particularly those in the upper-middle class, as it has become an alternative payment method. However, there is still considerable misunderstanding about the function of credit cards.

According to Riko Abdurahman, a banking practitioner, the inherent nature of consumerism is not directly related to credit cards. A person can exhibit consumerist behavior even without a credit card. The primary reason for such behavior is a lack of self-discipline, not the presence or absence of a credit card.

C. Research Methods

This research is a scientific endeavor aimed at solving a particular problem. As a tool for advancing knowledge, research seeks to systematically and analytically uncover truths through the collection and processing of data. The methodological approach employed is normative juridical, involving an initial examination of secondary data followed by field research.

1. Data Collection

The data collected for this research includes secondary research materials obtained through library research, supplemented by field research.

- a. Library research the data obtained through library research comprises secondary data, including primary, secondary, and tertiary legal sources:
 - 1) Primary legal sources a. The 1945 Constitution and its Amendments. b. Law No. 7 of 1992 on Banking, as amended by Law No. 10 of 1998 on the Amendment to Law No. 7 of 1992 on Banking. c. The Civil Code. d. The Commercial Code. e. Presidential Decree No. 6 of 1988 on Financing Institutions. f. Minister of Finance Decree No. 1251/KMK-013/1998 on the Provisions and Procedures for Financing Institutions.
 - 2) Secondary legal sources a. various regulations related to credit cards. b. Research findings on credit cards. c. Seminar proceedings on credit cards. d. Publications about credit cards.
 - 3) Tertiary Legal Sources a. Legal dictionaries. b. Dutch-Indonesian dictionaries. c. English-Indonesian dictionaries. d. Indonesian dictionaries. e. Encyclopedias.
- b. Field research the data obtained from field research consists of primary data concerning all aspects related to the subject of this research. To collect this primary data, specific research areas and subjects were determined:
 - 1) Research area given the uniformity of credit card usage practices across various regions, Semarang City was selected as the research location.
 - 2) Research subjects since not all banks issue credit cards, the subjects of the research are two private banks: Bank Danamon Semarang Branch and BCA Semarang Branch.

The data collection method employed is purposive sampling. This method was chosen because it ensures that the data obtained will contribute to drawing relevant conclusions. Criteria were established for selecting samples, focusing on individuals or entities involved in or knowledgeable about credit card usage practices.

2. Data Collection Methods

To obtain the necessary data for this research, the following tools are used:

- a. Library research involves document studies, which means examining secondary data sources. Initially, relevant regulations concerning credit cards, the subject of this research, are grouped and organized into a systematic framework to facilitate analysis.
- b. Field research employs interviews as a primary tool. The interviews are semi-structured, guided by a prepared list of questions that serves as a framework, while allowing for adjustments based on the interview situation. The goal is to achieve maximum objectivity and relevance.

3. Data Analysis

Both secondary and primary data obtained from the research are categorized and classified according to their respective fields. They are then systematically organized and analyzed using normative qualitative methods. This analysis is grounded in legal theories, principles, concepts, and legal arguments.

D. Results and Discussion

1. Credit Card Issuance Procedure

The issuance of a credit card always involves three parties: the Issuer, the Cardholder, and the Merchant. The procedure generally involves several steps, which must be completed after meeting the issuer's requirements, as follows:

- a. Submitting an application form.
- b. Completing an agreement form.
- c. Paying a deposit.
- d. Providing proof of a bank account or bank deposit.
- e. Providing the company's establishment certificate or business license (for those who own a business).

The next step involves an evaluation by the issuer to assess the applicant's ability to pay and their creditworthiness. This evaluation is crucial as it determines whether the application will be approved. The assessment of both the applicant's payment capability and creditworthiness is essential to prevent potential future defaults on payments. If the issuer or bank determines that the applicant meets all the required conditions and is deemed trustworthy, the applicant is invited to sign the "credit card membership agreement."

By signing the credit card membership agreement, the applicant becomes a member, having agreed to all the terms and conditions outlined in the agreement. The agreement covers aspects such as the issuance and usage of the credit card, billing and payment of fees, as well as the obligations and rights of the cardholder. Once the credit card is issued by the issuer/bank, the cardholder can use it as a payment tool at locations that have agreements with the issuer, including retail stores, hotels, travel agencies, restaurants, and other merchants that have established partnerships with the issuer.

2. Credit Card Usage Mechanism

The mechanism for using a credit card begins with a legal relationship between the card issuer and the prospective cardholder. This process starts with the completion of a "Credit Card Application Form," which includes the following details:

- a. BCA Credit Card : 1. Prospective BCA credit cardholders must fill out an application form for each new credit card request. 2. General requirements for applying for a BCA credit card include: a) The applicant must be at least 21 years old and not older than 65 years at the time of application. b) The applicant must have a minimum income as follows: (1) For BCA Card Blue, Visa Card Classic, or MasterCard Regular, the minimum annual income is IDR 15,000,000. (2) For BCA Card Gold, Visa Card Gold, or MasterCard Gold, the minimum annual income is IDR 60,000,000. 3. Specific requirements for BCA employees are: a) Must be a permanent employee. b) Must obtain a recommendation from their direct supervisor. c) Must attach a colored passport-sized photo (3 x 4 cm). d) Must meet the minimum annual gross income requirement.
- b. Danamon Credit Card: The main requirements for a Danamon credit card are: 1. A photocopy of the ID card (KTP), which must be from the local area. If the ID card is from outside the city, a Certificate of Domicile from the local administrative office is required. 2. The applicant must have an account with Danamon for credit card billing purposes. 3. For employees, a letter from the employer and a salary slip are required. For self-employed individuals, a Business License (SIUP) or Company Registration Certificate (TDP) is needed. If these documents are not available, recent bank account activity from another bank can be used as a backup. 4. If the applicant is under 21 years old, a guarantor and a letter of exemption from Danamon's management are required.

3. Mechanism of Credit Card Usage in Trade Transactions

When a credit cardholder purchases goods from a store or company that has partnered with the credit card issuer, the credit card is used as a substitute for cash in the payment process. The store owner or business operator is provided with several invoice forms by the issuer, which are made in triplicate as follows:

- a. One copy is retained by the store owner or business operator (merchant).
- b. One copy, known as the "sales slip" (the first copy), is sent by the store owner or business operator to the card issuer.
- c. One copy is handed over to the cardholder.

The store owner or business operator inputs the credit card data into the invoice using an EM-printer and then asks the cardholder to sign the invoice. The store owner then verifies the following:

- a. The validity of the credit card, ensuring it has not expired.
- b. The match between the signature on the credit card and the one on the invoice.
- c. Whether the credit card number is listed on a blacklist, which includes cards that are stolen, lost, or revoked.

After verifying these details and obtaining authorization from the issuer if the purchase price exceeds the permitted limit, the cardholder receives the invoice from the cashier. Once this process is completed, the buyer's obligations to the store owner are considered fulfilled. The store owner then sends the sales slip to the card issuer, who will pay the amount specified on the sales slip to the store owner, minus the agreed discount (typically ranging from 1-10%). At the end of the month, the issuer sends a bill to the cardholder for payment.

4. Misuses Experienced by Parties in Credit Card Usage

Credit card misuse can impact various parties, as follows:

- a. For the Issuing Bank
 - 1) The risk of loss if the cardholder absconds, relocates without notice, dies, or declares bankruptcy.
 - 2) Increased delinquency rates if the survey of prospective cardholders is not conducted thoroughly.
 - 3) Counterfeiting or duplication of cards by third parties.
 - 4) Many cardholders opt not to renew their cards due to being enticed by competitors' banks offering better promotional deals.
- b. For the Cardholder
 - 1) Temporary blocking of the card by the bank due to suspected misuse by third parties, rendering it unusable at affiliated merchants (especially if the cardholder lacks alternative cards).
 - 2) Rejection of the credit card due to exhausted or exceeded credit limits.
 - 3) Inconvenience caused by busy online networks, leading to long wait times and queues at merchants.
 - 4) High risk if the card is lost, as it can be used by third parties without authorization, especially given the online system.
- c. For the Merchant
 - 1) Chargebacks imposed by the card issuer in cases of card fraud or counterfeiting due to the merchant's error.
 - 2) Strict documentation requirements by the bank to become a merchant, such as business permits (SIUP), company registration certificates (TDP), taxpayer identification numbers (NPWP), lease agreements, bank accounts, and independent phone lines.
 - 3) Sanctions, including the withdrawal of card processing machines by the bank if the merchant fails to meet the transaction volume or targets.
 - 4) Merchants are subject to the Merchant Discount Rate (MDR) as determined by the bank.

5. Protection for Parties in Credit Card Usage

Recognizing the increasing instances of credit card misuse by irresponsible individuals, issuing banks strive to reduce such activities while protecting cardholders by implementing the following measures:

- a. Issuing cards with high-quality holograms and magnetic strips that are difficult to counterfeit, despite the high production costs due to the use of advanced electronic equipment.
- b. Equipping credit cards with the cardholder's latest photograph, which is programmed into the computer system, making it difficult for criminal syndicates to replace the photo.

Banks focus on protecting cardholders by enhancing the quality of credit card products, as card misuse syndicates are widespread and can involve merchants, bank employees, or even cardholders themselves. Monitoring the behavior of those involved in card misuse is challenging, making the most effective way to protect cardholders through the creation of high-quality, tamper-resistant credit cards.

Essentially, the use of credit cards as a payment tool involves an agreement between the parties involved in trade transactions. This agreement stands independently, with the main agreement providing credit facilities. The agreements made must adhere to the requirements and conditions outlined in the Indonesian Civil Code, particularly:

- a. Article 1320, which sets forth the validity requirements of an agreement.

- b. Article 1338, which establishes that agreements are binding as law for the parties who make them.

E. Conclusion and Suggestion

1. Conclusion

Based on the results and discussion on the use of credit cards, several conclusions can be drawn, namely:

- a. Handling misuse related to fraud, forgery, and theft in credit card usage. Misuse can occur involving either one of the parties in the credit card usage mechanism or a third party. Specific forms of misuse include: a. Issuer's failure to pay. The issuer may fail to pay the merchant after a transaction is completed between the cardholder and the merchant. b. Criminal activities these include: 1) This involves forgery related to credit card use, such as creating counterfeit cards, forging authorized signatures, falsifying transactions, replacing slips, or duplicating credit cards. The primary goal of these criminal acts is to gain personal benefit or to benefit a syndicate targeting the issuing bank, indirectly harming legitimate cardholders and merchants. 2) Fraudulent activities in credit card use include creating fictitious transactions (e.g., colluding with a merchant to defraud the issuer), conducting transactions beyond the actual amount, or using a "genuine but fake" card. These acts are aimed at personal or group gain, targeting the issuing bank or company, and can also harm merchants. 3) Theft involves stealing the card or related documents. Such criminal acts directly harm the cardholder, the issuing bank, or the merchant.
- b. Legal protection for parties in credit card transactions. The legal relationship between parties in credit card usage reflects the agreements made among the parties involved. These agreements form a triangular arrangement: a. The issuing bank with the credit cardholder. b. The issuing bank with the merchant. c. The credit cardholder with the merchant who accepts card payments. In credit card issuance and usage, the directly involved parties include the bank or issuer, the cardholder, and the merchant. The triangular agreements are distinct yet mutually beneficial, involving the issuer, cardholder, and merchant. The principal agreement is between the issuer and the cardholder, providing credit facilities. The agreements between the parties in this triangular setup function as regulations governing their interactions.

2. Suggestion

Based on the discussion and conclusions regarding the use of credit cards, several suggestions can be recommended, namely as follows:

- a. To address misuse of credit cards resulting from lost or stolen cards, forgery, or fraud, it is crucial for all parties, particularly cardholders, to adhere to the rules for the use and safekeeping of credit cards as outlined by the issuing bank during the approval process.
- b. There is a need for broader legal protection not only for cardholders but also for merchants and issuers. This includes establishing clear rights for each party to seek legal recourse if necessary.

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