

# Juridical Analysis of Social Crowdfunding as the Community Social Fund Collection for the Purchase of Shopping Food in Handling Covid-19 through Digital Financial Technology

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**Abstract.** Social fundraising, known also as social crowdfunding, in Indonesia and other countries (United Kingdom) uses digital financial technology to purchase basic foods to handle Covid-19. The limited government funds in overcoming the crisis have raised philanthropists or sympathizers who want to help ease the burden affected by the PSBB. Digital financial technology is one of the media used, making it easier for people to collect quickly and efficiently. The purpose of this research is to analyze the use of digital financial technology and the juridical constraints of legal protection for parties in collecting public social funds for the purchase of necessities in the handling of Covid-19 (social crowdfunding).

**Keywords:** Fintech, Donation-Based Crowdfunding, Covid-19 Social Fundraising.

## 1 Introduction

Along with the times, the internet has become a basic need for people in both urban and rural areas. The need for the internet also knows no age, young or old, is very dependent on the internet. This condition can be seen from the results of several surveys conducted by various associations. The results of the 2018 Indonesian Internet Service Providers Association (APJII/ *Asosiasi Penyelenggara Jasa Internet Indonesia*) survey, the number of internet users in Indonesia reached 64.8 percent or 171.17 million of the total population of 246.16 million [1]. The data shows that the internet in this era of globalization is very important for the social life of the Indonesian people. Creative ideas that have sprung up spur the presence of innovations that occur and replace traditional activities with modern ones, one example of which is the economy in the funding method, namely crowdfunding (fundraising) [2, 3].

Funding is one of the most important elements of an activity, be it commercial activities or social activities, without sufficient funding, it is certain that an activity will not run properly and this, of course, also applies to a company as an example of commercial activity. Therefore, funding plays a very important role for a company to be able to operate properly. Companies get funding in two forms, namely debt and equity; if funding through debt, the company borrows these funds, and if funding through equity, the company receives investment from shareholders by issuing shares or holding retained earnings [4, 5]. It can also

be done in social activities such as funding through the internet; this activity is commonly referred to as social crowdfunding, namely social funding using the crowdfunding method.

This gave rise to an innovation based on the *gotong royong* ideology adopted by the Indonesian people which was initiated by kitabisa.com. Starting from the desire to create a social movement, in 2013, Alfatih Timur (Timmy) created kitabisa.com as a forum for anyone who wants to realize their social projects. Over time, kitabisa.com has transformed into fundraising and online donation platform (<https://kitabisa.com/about-us>). Current innovations in Indonesian society can carry out social activities through the internet as a medium.

Lately, the world has been shocked by the Covid-19 virus, which is spreading very quickly. It has caused many countries to experience economic crises. Indonesia is one of them. One of the causes of the economic crisis was the implementation of Large-Scale Social Restrictions, more popularly and hereinafter abbreviated as PSBB. The PSBB directly affects the number of people affected by layoffs, small-scale companies or MSMEs out of business, and on the other hand, the prices of basic necessities have increased significantly, while the financial capacity of the community has decreased quite drastically. According to the constitution, government policies have also emerged in the form of cash and in-kind assistance to help meet the needs of the community [6, 7]. The limited government funds in overcoming the crisis have raised philanthropists or sympathizers who want to help ease the burden affected by the PSBB. Digital financial technology is one of the media used, making it easier for people to collect quickly and efficiently. Based on the background described above, several problem formulations will be discussed in this study, namely:

1. How is the use of digital financial technology in Indonesia and other countries in collecting social funds for the purchase of basic necessities in handling Covid-19 (social crowdfunding)?
2. What are the legal barriers to legal protection for parties in collecting public social funds to purchase basic necessities in the handling of Covid-19 (social crowdfunding)?

## **2 Research Methods**

The method used in this research is to use a normative juridical approach, which is a method or procedure used to solve problems by first examining existing secondary data [8]. This research was conducted by analyzing the problems carried out by processing legal materials which are secondary data, regarding donation / social crowdfunding, both in Indonesia and in the United Kingdom.

The research specification used in this research is descriptive analysis. According to Roni Hanitijo Sumitro [9], descriptive is research that aims to describe things in a certain area and at a certain time.

The types of data used in this research solely based on secondary data. According to Suteki & Taufani [10], secondary data is data obtained by a researcher indirectly from the source but through other sources. Researchers get ready-made data collected by other parties in various ways or methods, both commercial and non-commercial, for example, textbooks, journals, papers, and so on.

The data collection method in this research is through literature study, as much as possible collecting any important secondary data to support the theory of donation crowdfunding. The method used in analyzing and processing the collected data is qualitative analysis, namely by

presenting and explaining the data in sentences arranged systematically so that a clear interpretation and description are given according to the subject matter.

### **3 Results and Discussion**

#### **3.1 Research Result**

##### **Utilization of Financial Technology in Indonesia and Other Countries (United Kingdom) in Collecting Community Social Funds for Purchasing Basic Food in Handling Covid-19**

The innovation of financial services or services provided by Fintech provides convenience. This convenience was never thought of by the community before. Currently, the public can easily access financial services without being limited by space and time as long as there is an internet connection.

Fintech with financial services such as crowdfunding, mobile payments, and money transfer services is causing a revolution in the startup business. Crowdfunding can easily get funds from all over the world, even from people you have never met. Fintech also allows global or international money transfers. Payment services such as PayPal automatically change currency exchange rates, so those in the UK can easily buy goods from Indonesia and vice versa.

The role of digital finance or Fintech is also very useful in collecting and distributing aid funds in handling Covid-19. Optimizing the use of Fintech makes it easier for funds to be collected faster. Anyone can collect and transfer funds. The distribution process is easier and faster to reach the target. Distribution can be done at any time and reach more evenly to areas that need it more. The internet network is the primary key in carrying out the whole process [14].

Indonesian people use Fintech for social activities in collecting Covid-19 aid funds [15]. The funds were specifically used to purchase basic necessities for victims affected by Covid-19. The public is quite enthusiastic about the campaign. For example, on the website [opponentcorona.kitabisa.com](https://lawancorona.kitabisa.com/), a platform engaged in donation-based crowdfunding, they describe on their website the funds that have been collected amounting to 169.9 billion rupiahs (<https://lawancorona.kitabisa.com/>). Donations that have been submitted amounted to 158.6 billion rupiahs. The funds were collected from 857,369,000 Indonesians, even though people from other countries have donated money for fundraising in the fight against COVID-19.

The use of Fintech is very pronounced when viewed from the funds collected and the funds that have been disbursed. The number of donors who assist is clear evidence of the ease of financial services today. In addition, digital financial services are the most appropriate solution in the conditions of the Covid-19 pandemic because all processes are carried out online.

Indonesia is not the only country that uses Fintech as a financial service in collecting social funds during the Covid-19 pandemic. Another example is the United Kingdom. The people of the United Kingdom are extraordinary in using Fintech to help victims affected by COVID-19. One example is the campaign or social fundraising project carried out by the New Era Fund on the [crowdfunder.co.uk](https://www.crowdfunder.co.uk) website [16]. The Corona Virus Crisis Fund campaign aims to help victims who have lost their jobs due to the COVID-19 pandemic. This campaign has managed to collect 8,416 pounds in just 21 days.

## **Juridical Obstacles Legal Protection for Parties in Indonesia and Other Countries (United Kingdom) in collecting Community Social Funds for Purchasing Basic Food in Handling Covid-19**

the parties involved in the donation-based crowdfunding activity are:

1. Platform manager  
The Platform Manager is an intermediary between donors and recipients of funds. The platform manager must display information about parties who need donations and information on how to distribute donations.
2. Campaigner  
A campaigner is a party that proposes to display information regarding a party that needs funds. After the donor distributes the funds, the funds will enter the account belonging to the platform manager and forwarded to the account belonging to the campaigner. The campaigner is responsible for delivering the donation to those in need.
3. Donors  
Donors are parties who will provide funds for a donation project.
4. Donation recipient  
The recipient of the donation is the party who will receive the donation that has been collected

The absence of laws that specifically regulate it does not only occur in Indonesia but is also found in other countries (United Kingdom) that are more advanced in economy and technology. The juridical constraints found in the United Kingdom (UK), have similar problems as in Indonesia, there is no specific regulation in regulating donation-based crowdfunding activities.

According to the website [www.lexology.com](http://www.lexology.com), Financial Conduct Authority (FCA) regulates lending and investment-based crowdfunding in the United Kingdom (UK). Many of the rules relating to this type of crowdfunding came into effect in 2014, when the crowdfunding market was still developing [17]. The Financial Conduct Authority (FCA) does not regulate donation and reward-based crowdfunding but regulates certain payment services provided in connection with this type of crowdfunding.

### **3.2 Research Analysis**

#### **Utilization of Financial Technology in Indonesia and Other Countries (United Kingdom) in Collecting Community Social Funds for Purchasing Basic Food in Handling Covid-19**

Digital financial technology agreement or financial technology (Fintech) is an alternative that can be used as a medium of exchange like conventional money. It can be used in investing. Fintech is an investment alternative that presents options for users who desire to access financial services in a practical, efficient, convenient, and economical way. The existence of Fintech greatly affects the lifestyle of the economic community. The combination of effectiveness and technology positively impacts society in general [18].

The presence of Fintech has been able to help the community in solving several problems, for example, in donation-based crowdfunding. Donation-based crowdfunding can be briefly interpreted as collecting funds from donors in social activities who do not expect a reward for the donations that have been given; where this can be used in Indonesia and the United

Kingdom in collecting social funds for the purchase of basic necessities in handling COVID-19.

The term Fintech is a new word that means the relationship between modern and internet-related technologies (e.g., cloud computing, mobile internet) with the business activities of the financial services industry (e.g., money lending and banking transactions). Fintech refers to innovators and disruptors in the financial sector who take advantage of the availability of communications, mainly via the internet and automated information processing. Such companies have new business models that promise more flexibility, security, efficiency, and opportunity than established financial services [19].

Rianto [20], in his book, mentions that Fintech describes an industry for companies that use technology to make the financial system more efficient. Fintech is a segment of the startup world that focuses on maximizing the use of technology to change, accelerate or sharpen various aspects of the financial services available today—starting from payment methods, fund transfers, loans, and fundraising, to asset management [21–23].

According to Zavolokina et al. in his systematic literature review, he stated that Fintech is not only the application of IT in the financial sector [24]. Some literature argues that Fintech can also be interpreted as a startups, services, technologies, companies, digitalization, industry, new generation, chance, product, or threat [19].

Experts see that Fintech is a technological innovation in the financial and information systems. These two things are elaborated with the internet so that it is more efficient and effective in optimizing information. On the other hand, Fintech can be interpreted as startups, services, technologies, companies, digitalization, industry, new generation, chance, product, or Threat for those who use it.

Generally, Fintech aims to attract consumers by providing products and services that are more user-friendly, efficient, transparent, and optimal when compared to currently available products or services so that the presence of Fintech has been able to help the community in solving several problems, for example in donation-based crowdfunding.

Donation-based crowdfunding can be interpreted briefly as collecting funds from donors in social activities who do not expect a reward for the donations that have been given, which is one way that can be used to raise funds for those affected by the Covid-19 pandemic.

It can be concluded that Fintech in Indonesia is very useful in this pandemic. Fintech is the best solution in overcoming the problem of social distancing because the government limits all social activities. Donation-based crowdfunding is one clear example of the use of Fintech in Indonesia. Indonesia makes donation-based crowdfunding very important in fundraising and distributing funds so that they are allocated quickly and evenly to various regions. For example, the use of Fintech can be seen in the funds that have been collected on the Kitabisa platform, ACT (*Aksi Cepat Tanggap*), and other donation-based crowdfunding sites. Especially in the collection of public social funds for the purchase of groceries in the handling of COVID-19. The people of the United Kingdom use Fintech are, of course, more visible. The people of the United Kingdom are more familiar with Fintech than the people of Indonesia. The use of Fintech in the United Kingdom is no longer a strange thing for the people; it has become a common thing for the people of the United Kingdom to use Fintech for their daily activities. When the covid-19 pandemic occurred in the UK, it was very felt to be used in collecting public social funds to purchase basic necessities in the handling of covid-19.

## **Juridical Obstacles Legal Protection for Parties in Indonesia and Other Countries (United Kingdom) in Collecting Community Social Funds for Purchasing Basic Food in Handling Covid-19**

Financial technology regulations in Indonesia are directly supervised by the Financial Services Authority and determined by Bank Indonesia. There are three legal grounds used in Indonesia regarding Fintech, namely:

1. Bank Indonesia Circular Letter No. 18/22/DKSP regarding the Implementation of Digital Financial Services
2. Bank Indonesia Regulation No. 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing
3. Bank Indonesia Regulation No. 18/17/PBI/2016 concerning Electronic Money

With the legal basis that has been set by BI and OJK (*Otoritas Jasa Keuangan*/Financial Services Authority) such as the BI circular above. Fintech providers and users can carry out various financial activities more safely and comfortably. The public does not need to worry about using financial technology because Bank Indonesia and the Financial Services Authority ensure consumer safety, especially for data and information confidentiality [25]. On the other hand, Bank Indonesia also ensures that every provider of Fintech products or services has complied with the established regulations [26, 27].

Until now, Indonesia does not have a law regulating explicitly donation-based crowdfunding, which is carried out online or conventionally. The regulation of the Donation-based crowdfunding system in Indonesia is based on Law No. 9 of 1961 concerning the Collection of Money and Goods. It is also regulated in Government Regulation No. 29/1980 concerning the Implementation and Collection of Donations.

According to Article 1 of Law No. 9 of 1961 concerning Collection of Money or Goods, it is stated that: what is meant by collecting money or goods in this Law is every effort to get money or goods for development in the field of social welfare, mental/religious/spiritual, physical and cultural fields.

Article 3 of Law No. 9 of 1961 concerning the collection of Money and Goods states that permission to organize the collection of money or goods is granted to associations or community organizations with the intent as referred to in Article 1, which does not conflict with the provisions of the legislation. So, to organize the collection of money or goods, prior permission is needed from the authorized official. This permit is granted to associations or community organizations with the purpose as stipulated in Article 1 of the Law on the Collection of Money or Goods to explain those that do not conflict with the provisions of the legislation. Therefore, permission is not granted to individuals but only to associations and/or organizations. So that, there are selected people or organizations which can collect goods or funds, and they must go through the procedures that have been set by Law No. 9 of 1961 concerning Collection of Money or Goods.

Article 6 of Government Regulation No. 29 of 1980 concerning the Implementation of Collection of Contributions states that: (1) Financing of efforts to collect donations is a maximum of 10% (ten percent) of the results of the collection of donations concerned; (2) The income from the collection of donations referred to in Article 5 shall also be the same as the amount of money donated, with the permission of the Minister of Finance. May be exempt from taxes and other levies; (3) The Minister of Finance shall further regulate the implementation of paragraph (2) provisions.

Based on this article, donation collection activities are allowed to deduct 10% (ten percent) of the proceeds from donation collection activities. Usually, donation-based crowdfunding platform owners deduct 5%-7% of the total funds raised for the cost of managing the platform. For example, kitabisa.com deducts 5% of the admission fee [28].

Apart from being regulated by Law no. 9 of 1961 and PP. No. 29 of 1980, which limits donation-based crowdfunding, there is another legal basis that can be used as a guide for donation-based crowdfunding to operate more freely in Indonesia. There is a Decree of the Minister of Social Affairs of the Republic of Indonesia No. 56/HUK/1996 concerning the Implementation of Collecting Donations by the Community, which in Article 3 reads: Collecting donations by the public can only be carried out by organizations that have obtained permission from the official authorized to give the permit. These laws and regulations only regulate money collections carried out by organizations and do not regulate whether an individual is allowed to raise funds and if the individual who raises funds can be said to have violated some of the rules described above, in reality, many individuals are raising funds for their benefit.

If there are actions that will cause irregularities to occur in the collection of donations, preventive and repressive measures will be taken by Government Regulation No. 29 of 1980 concerning the Implementation of Collection of Donations in Article 18, which states that: (1) Efforts to control the implementation of donation collection include preventive and repressive measures; (2) Control efforts are carried out by Officials who are functionally authorized in the said field. For tasks in the field of supervision carried out by employees of the Ministry of Social Affairs in accordance with Article 20 of the said legislation.

Based on the two regulations described above, it is unclear who can do the fundraising or who can't do it. This can lead to a legal vacuum in the donation-based crowdfunding process. Causing fraud in the name of donation-based crowdfunding.

Based on this, the organizer of the donation-based crowdfunding can adjust the structure of the donation-based crowdfunding to match the structure of the grant as regulated by Article 1666 – Article 1693 of the Civil Code so that donation-based crowdfunding activities are subject to the law of grants and not to the law of fundraising. By adapting donation-based crowdfunding to be governed by grant laws rather than fundraising laws. So there are conveniences such as unlimited donation-based crowdfunding that must be in the form of an association or organization as regulated by Article 3 of Law no. 9 of 1961, the fields that can get funding through donation-based crowdfunding are not limited as regulated in Article 4 of Government Regulation (hereinafter *PP/Peraturan Pemerintah*) No. 29 of 1980. The most important thing is that organizers of donation-based crowdfunding do not have to face the long and complicated procedures and procedures to obtain a license to organize a fundraising event as regulated by Article 4 of Law no. 9 of 1961. But on the other hand, there is a shortage of grant law compared to fundraising law, namely that the opportunity to obtain tax exemption as regulated by Article 6 paragraph (2) of PP No. 29 of 1980 became invalid because the tax exemption only applies to fundraising activities so that the applicable legislation regarding grant tax is Law no. 36 of 2008 concerning income tax.

There is Article 4 point 1 of Law no. 8 concerning consumer protection to protect donors: consumers have the right to comfort, security, and safety in consuming goods and/or services. The donation organizer or platform provider must ensure consumers' convenience and safety in using donation distribution services in these donation collection activities. So, the legal relationship between the platform organizer and the funder or donor occurs because of an agreement, namely a standard agreement determined by the platform operator, approved by the funder, or referred to as a donor.

In the case of a standard agreement, the legal basis for the validity of a standard agreement is Article 1320 of the Code of Civil law regarding the terms of the validity of the agreement, including:

1. Agreement with those who bind themselves
2. The ability to make an engagement
3. A certain thing
4. A lawful reason

The term standard agreement is a translation of a standard contract, standard means standard, and reference. The following is the definition of a standard agreement based on experts, including [29]:

1. According to Mariam Darus, a standard agreement is an agreement whose contents are standardized and outlined in the form of a form.
2. According to Hondius, standard agreements are the concept of written promises, which are prepared without discussing the content and are usually stated in certain agreements.

Parties usually make standard clauses with a stronger position which in reality are usually held by business actors. The contents of standard clauses often harm the party who receives the standard clause, namely the consumer, because it is made unilaterally. If the consumer rejects the standard clause, he will not get the goods or services he needs because the same standard clause will be found elsewhere.

In addition, all donation-based crowdfunding activities are carried out through electronic media. So, it is mandatory to follow the provisions of Law no. 11 of 2008 concerning Information and Electronic Transactions and the implementing regulations, namely PP No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions.

Similar to buying and selling transactions via the internet, the parties to the transaction are bound by contracts executed electronically. According to Article 1 point 17 of the Electronic Information and Transaction Law, this type of contract is an electronic contract, namely an agreement contained in an electronic document or other electronic media. Therefore, business actors who offer goods or services electronically must provide complete and correct information regarding contract terms, producers, and products [30].

Based on what has been explained above, the donor has the right to know whether the funds he has donated are channeled exactly as agreed or not. If there is a violation of the law, donors have the right to demand transparency about the funds donated to fundraisers and platform managers. It is due to the standard agreement that the donor has agreed upon at the beginning before donating his contribution to the project made by the fundraiser.

As a result of the funds collected online, the crimes that occur will include cybercrime. Cybercrime is an online-based fraud. Steps can be taken to strengthen the function of law enforcement officers who are qualified both individually and organizationally and structured to unite special communities in handling all types of cyber-crimes [31].

The United Kingdom is different from Indonesia, which must obtain a permit from the Minister of Social Affairs, whose power of attorney must be renewed every 3 months. The United Kingdom, to raise funds can register with one of the existing regulators and is recognized by the United Kingdom government, for example, the Fundraising Regulator, which has been described more or less above. Donation-based crowdfunding (where people give money to companies or organizations they want to support) is not currently regulated by the Financial Conduct Authority [17].



One of the platforms registered with the Fundraising Regulator is [www.crowdfunder.co.uk](http://www.crowdfunder.co.uk), and although they are registered with the Fundraising Regulator, they still have their regulations that fundraisers and donors must obey.

The personal identity stated at the time of organizing funds or donating is protected by policies that handle and use personal information and rights in connection with such information under the Data Protection Act overseen by Crowdfunder Limited [16].

Crowdfunder Limited controls such information and is responsible for its use and protection. Crowdfunder Limited operates a platform that allows its members to run fundraising projects and reach out to others for funding, and these members may also be legally responsible for the use of donor personal information in connection with these projects.

In addition, it is explained that Crowdfunder Limited is committed to protecting and respecting the privacy of donors. Crowdfunder Limited will be transparent in the use of personal information that has been obtained from platform users. With whom the data is shared, and the rights that platform visitors have concerning the information used can be seen more clearly on the [crowdfunder.co.uk](http://www.crowdfunder.co.uk) webpage.

The policy describes how Crowdfunder Limited handles and uses personal information obtained from all interactions that a user of the platform may have. It includes when a platform user visits an office, social media page, or currently active website ([www.crowdfunder.co.uk](http://www.crowdfunder.co.uk)) or when a platform user contacts to participate in an available competition or promotion.

Crowdfunder Limited members run fundraising campaigns from the web and thereby may collect personal information obtained from visitors or users when making donations or fundraising. Such information is used during and after the campaign (e.g. to keep in touch with users or visitors for information on project progress and their achievements); that is when personal data information is used, which is determined by Crowdfunder Limited members independently [16].

It can be concluded that Crowdfunder Limited is an internal controller, or its role is to oversee activities related to the personal data of website visitors. It means that Crowdfunder Limited oversees what will be done to the personal data that has been listed on the platform.

Based on this, it can be seen that the juridical constraints in Indonesia and the United Kingdom are still the same. There is no specific law or special law like what the two countries due to legal protection for equity crowdfunding. However, the existing laws in both countries relating to donation-based crowdfunding have accommodated the legal protection. However, it is difficult to understand it because it is not written in a single law or solid regulation.

Indonesia is still slightly behind the United Kingdom. Indonesia still uses outdated regulations for the legal protection of donation-based crowdfunding. The sanctions that violators will receive are also very light if applied in 2021.

## **4 Conclusion**

Based on the problems discussed in the previous chapter, the following conclusions can be drawn: 1). Donation-based crowdfunding is one of the uses of Fintech in Indonesia and other countries to collect public social funds. Fintech makes collecting social funds easier because anyone can donate funds while using the internet, the process is fairly fast, and donors can actually or directly see how much money has been collected for a social fundraising project. In addition, the transparency of social fundraising can be easily accessed so that donors know the progress of ongoing projects, and platform managers are required to submit

financial reports on a regular basis. 2). The juridical obstacle is the absence of regulations that specifically regulate the parties in running social crowdfunding. It happens in Indonesia and other countries (United Kingdom). The regulations used to date relate only to donation-based crowdfunding activities, which come from various sources. Judging from the existing regulations, it is not enough to protect parties who have the potential to be harmed in donation-based crowdfunding activities. The existing regulations seem not to be very firm in giving sanctions for those who violate the regulations or are detrimental to the other parties involved.

#### **4.1 Suggestion**

Based on the author's conclusions, the following suggestions can be proposed: 1), namely, by making a special law on Fintech so that all matters related to Fintech have clear and rigid rules. Until now, Fintech Indonesia is still using regulations from BI and the OJK, where its performance in protecting parties in Fintech is quite successful. But it would be nice if a law specifically regulated this Fintech. 2). Regarding the juridical constraints of legal protection for parties in collecting public social funds to purchase basic necessities in the handling of Covid-19 (social crowdfunding). The enactment or enactment of law specifically to regulate donation-based crowdfunding activities can be the best solution to the current juridical constraints. The other solution is that the current regulations governing donation-based crowdfunding are renewed. These regulations have been around long enough to be implemented at this time.

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