

## Legal Protection for Bank Customers in Automated Teller Machine (ATM) Transactions

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### Abstract

**Objectives** - This study aims to examine the legal safeguards for customers using the Automated Teller Machines (ATMs) of Bank BNI Biak Branch and to analyze the bank's liability for any damages incurred during ATM transactions. The research focuses on identifying the extent of legal protection provided to customers and the mechanisms available for redress in case of transactional losses or fraud.

**Methods** - This research employs a qualitative descriptive approach using both empirical and normative legal analysis. Data were obtained through interviews, document analysis, and literature studies to capture real cases and assess them within the framework of existing consumer protection laws.

**Results** - The findings reveal that the provisions of Consumer Protection Law Number 8 of 1999 are consistent with the legal protections afforded to banking clients. Bank BNI Biak Branch provides compensation for losses resulting from operational errors or unlawful acts affecting ATM transactions. The study also emphasizes that banks are obliged to reimburse customer losses and implement restorative justice through banking mediation institutions, clear customer complaint procedures, increased product information transparency, and improved consumer education to minimize legal disputes. Civil disputes may also be resolved through established civil law procedures in court.

**Originality (Novelty)** - This study contributes to the understanding of how consumer protection principles are applied specifically within the context of ATM transactions in regional banking institutions. It highlights the integration of restorative justice and mediation as preventive and corrective measures in resolving banking disputes.

**Implications** - The results underscore the importance of strengthening institutional mechanisms for consumer protection in banking services. Policymakers and financial institutions can utilize these insights to enhance transparency, accountability, and customer trust in electronic banking systems.

**Keywords:** legal protection, atm transactions, consumer rights, restorative justice, banking law

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### INTRODUCTION

Essentially, financial institutions are businesses that depend on the faith of the public. This trust is crucial to the operation of a bank. Banks are companies that collect money for deposit then provide that money to people with credit or other means to improve their quality of life. Since banks serve as a link between those who need funds and those who have funds, many interactions take place between them and the bank. The relationship between banks and clients who deposit funds is based on a relationship of loyalty, known as a "relationship of trust." Banks specifically act as agents of trust, meaning their activities are based on trust in both the collection and provision of funds. Banks function as agents of development, accelerating the processes of production, distribution and consumption. Banks also act as service agents, which means they provide banking services to the public. Their function is to act as a link between those who need money and those who do not. Banks are responsible for protecting the rights and obligations of clients when it comes to the collection of funds, disbursement of funds, and other banking services. Banks also function as trust agents based on faith or trust in the collection and distribution of funds as

well as service agents that perform the collection and distribution of funds through the products and services it offers. In particular, banks act as agents of trust, which means their activities are based on trust both in collecting funds and disseminating funds.

Consuming. Some people also call them development agents. Banks also act as service providers, providing the public with banking services. Banks establish intense relationships with their clients as they serve as intermediaries between those who need and those who want funds. Bank Relationship: Banks provide specialized services to the public through Automated Payment Machines (ATMs). ATMs are a banking innovation that uses computer technology to provide better services to customers. Banking institutions use ATMs, or Automatic Teller Machines, as a computerized system to conduct financial transactions in public places on their own without the assistance of bank employees. In this case, automated teller machines (ATMs) are electronic devices that offer automated services to users, like the capacity to make withdrawals and transactions without currency. its clients, namely the capacity to make cash withdrawals and conduct cashless transactions. Money has been effectively superseded by ATMs as a form of payment. provides customers with a sense of security and convenience in meeting their financial needs. ATMs are available at all times, allowing customers to control their own finances.

ATMs are available at any time of the day, 7 days a week, even holidays, and offer a variety of services such as cash withdrawals, deposits, inter-account transfers, balance information, and check exchange. People can also pay at many places such as supermarkets, hotels, restaurants, and entertainment with ATMs. However, the position of consumers is generally still limited when it comes to ATM products as ATM applications are often determined by the bank's unilateral decision, which is often unbalanced. Common problems raised by banking service customers related to ATM usage: 1) complaints about banking devices such as ATMs and credit and savings cards of any type, including complaints about promises of rewards and promotions of banking products; 2) complaints about unsympathetic and inexperienced employee behavior, especially employees working at service counters such as tellers, customer service, and security guards. It is interesting to specifically investigate the complaints raised by ATM holders as the banking business depends on an increasing trend of ATMs in the future. Claims submitted in general customer complaints about ATMs fall into two categories: casuistic complaints relating to financial issues and complaints relating to non-financial issues that are systemic in nature. Clients often find it difficult to show that they were unable to use the ATM due to a malfunction, but the loss could also be due to the client's own fault. However, banks are difficult to hold accountable for ATM errors because they do not directly see the transaction taking place, unless there is clear evidence. That the ATM machine itself has recorded. When an ATM records the amount of money spent, but an error occurs on the machine and the customer does not receive the full amount of money or receives less than expected, there are issues or a malfunction in the ATM caused the money received to be less.

When consumers file complaints with the bank, they frequently find that they have to wait a long time for a response. Typically unable to wait for the bank's response about their report. However, it takes time for the money to be returned to the debited customer's

account and complaints are not always resolved right once.<sup>9</sup> the customer's account that was debited. In the event that the ATM card is misplaced within the bank's operating hours, the customer will receive their money back from the bank right away. In general, users of financial services are frequently at a disadvantage when there is a disagreement with the bank. Customers of banking services are frequently at a disadvantage since, in the event that a transaction is interrupted, they find themselves in an insecure situation and frequently feel inferior. All parties should gain from every economic transaction, with the exception of those involving force majeure, which puts one party at a disadvantage. circumstances of force majeure in which one party suffers damages.

Consequently, given the advances in science and technology that are propelling manufacturers' productivity and efficiency, it is essential to safeguard consumers in order to maximize producer productivity and efficiency. These developments will have an influence on consumers both directly and indirectly. directly. Law Number 8 Year 1999 on Consumer Protection was passed, with the intention of fostering a strong and prosperous business environment in the supply of high-quality goods and services, as well as a security framework that encompasses open reporting, accessibility, and legal certainty. Additionally, this regulation broadens the scope of consumer empowerment and protection when utilizing banking services. BNI Biak Branch, which is one of the state-owned banks, continues to overcome obstacles and technical problems in its banking services, especially those related to ATM services. Therefore, an inventory and analysis is required to find a solution that does not threaten both parties, both banks as banking service providers and individuals using ATMs threaten both parties, both banks as banking service providers and individuals who use ATMs. A solution that benefits all parties, not just one, is expected to be created. However, the interests of consumers should be further protected through applicable regulations and consumer protection. In a legal environment, transactions between consumers and producers have reciprocal ties that allow each party to fulfill its rights and responsibilities. The rights of consumers go hand in hand with the rights of producers, and due to dependence, all parties should be in a balanced and mutually beneficial position. Therefore, it is very important to regulate the rights and obligations of consumers and producers or business actors. Producers must understand that consumers are an important component for them. The objectives of this study are as follows: (1) to gain an understanding and evaluation of the legal protection mechanisms available to customers using ATMs at BNI Biak branch; (2) to evaluate and investigate the legal protection mechanisms available to customers. Bank BNI's responsibility for the loss experienced by ATM customers who made the agreement at BNI Biak Branch.

## **METHOD**

The research employs a qualitative descriptive method designed to gain a comprehensive understanding and evaluation of the legal protection mechanisms provided to customers using Automated Teller Machines (ATMs) at Bank BNI Biak Branch and to examine the bank's responsibility in cases of financial losses experienced by its customers. The study integrates empirical and normative approaches to ensure both factual and legal accuracy. The empirical data were collected through in-depth interviews with five key

informants, including three ATM users who had experienced transaction-related issues and two bank officers responsible for customer service and compliance. Additionally, non-participant observation was conducted at the bank's customer service unit to record the process of complaint handling and mediation. Relevant documentary materials, such as internal bank regulations, consumer complaint forms, and transaction reports, were also analyzed to support the findings. The normative data were obtained from statutory regulations, primarily Law No. 8 of 1999 on Consumer Protection, and other relevant legal provisions governing electronic banking transactions. To ensure data validity, the study applied triangulation by comparing interview data, observation results, and document analysis. The data analysis process followed three logical stages: (1) data reduction, which involved selecting and simplifying information relevant to legal protection and liability issues; (2) data categorization, by grouping findings into themes such as types of customer complaints, causes of losses, and forms of legal redress; and (3) data interpretation, which entailed connecting empirical findings with normative legal frameworks to formulate conclusions about the adequacy of consumer protection mechanisms. Through this method, the research aims to present a credible, transparent, and systematic analysis of how legal safeguards for ATM users are implemented in practice, as well as propose recommendations to strengthen customer trust and improve the fairness of banking dispute resolution.

## **RESULT AND DISCUSION**

### **Legal Protection for ATM Users at BNI Bank Biak Branch**

Individuals or organizations that buy certain goods or services are called consumers, or end users, without forcing users to act like people who buy these goods or services. Customers who use banking services are called banking customers, or people who buy these goods or services. Those who use banking services are called bank customers, and their position between banks and customers should protect their clients. laws that can make people feel safe when using the services provided by banks as producers in this regard. It is undeniable that the rights and interests of bank customers must be protected. Advances in banking technology only provide security to banks, so these advances focus on the use of this technology, such as the use of ATMs. People who use bank services are often denied their rights. According to Munir Fuady, customers involved in the Indonesian banking system have no clear and reliable legal guarantees. Respect must be given to them. Lack of protection from anticipated and reasonable legal protection One issue that is often talked about is that there is no protection for customers when it comes to bank relationships.

The administrative provisions and criminal sanctions stipulated in Law No. 10 Banking 1998 are described in CHAPTER VII, which actually relates to customer protection. However, one of the parties responsible for each problem must be determined, as it may cause harm to the customer. Civil liability for bank misconduct can be linked to how the board functions as the representative of the bank's legal entity under the company's articles of association, to indicate that the actions taken by the chairman will be the responsibility of the board and the chairman respectively. Controllers are liable if they act beyond their authority. However, if the company's articles of association stipulate that this

should be done, the company is responsible. Munir Fuady says that to protect bank customers, several methods are used, such as:

- 1) issuing new regulations or changes to old regulations in the banking sector,
- 2) enforcing existing regulations in the banking sector more strictly by monetary authorities, and
- 3) providing protection to customers through protection from insurance institutions.

Although the Banking Law does not provide specific protection to bank customers, their fate depends solely on the agreement made between them and the bank, which includes the rights and obligations of each party. This suggests that the rights and obligations of the agreement should be balanced for all parties. ATM banks are often in an unstable situation, especially in the case of disputes. The agreement between the bank and the customer often does not have sufficient legal protection for the interests of the customer and only protects the interests of the bank because the ATM usage agreement is drawn up in a standardized format, where the bank sets out its terms and the client only needs to agree to them without being able to negotiate. All rules and requirements are stated in the account opening application form and apply in the ATM contract drawn up by the bank. The following conditions are set by the bank to provide technical protection to ATM customers:

- 1) the bank provides a changeable PIN number to customers using the ATM; this can be changed once every day;
- 2) if the ATM card user enters the wrong PIN number three times, the account will be blocked automatically; and
- 3) ARMC officers working at the head office (PT. Swadharma Duta Data, source).

Specialized for this purpose. ATMs are located in specific areas, and you must use an ATM card to enter them. 5) the PIN is only generated once, 6) the cashier-KIC-PBN is responsible for opening and filling the safe and counting the cash, 7) usage errors As mentioned earlier, errors can come from human or machine error. ATMs, whether used by customers or authorized branch staff, will be recorded as abnormal in the office by the central ATMC or from the ATM machine. ATM failure can be caused by many things, such as software and computer machine errors. In this case, the bank has harmed its clients, and the harmed clients have the right to sue the bank to pay for their losses. One of the creditor's rights is the right to sue for damages. As a result, agreements that provide legal protection are made, including ATM usage agreements. According to Article 1365 of the Civil Code, losses incurred by bank customers using ATMs due to machine error or human error (for example, bank employees) constitute a violation of the law.

This provides protection for individuals who are negatively impacted to claim damages from the party who suffered the loss. As managers of ATMs, banks must provide legal protection and confidence in the services they offer, but ATMs do not always do this well. It is very difficult to get ATM customers who are only defined by the ATM user contract. No customer can obtain their rights because of the clause stating that the bank is liable for their losses. Although Banking Law No. 7 of 1992, as amended by Banking Law No. 10 of 19 and Banking Law No. 7 of 1998, does not provide legal protection to bank clients, Article 29 paragraph (3) of Banking Law No. 7 of 1992, as amended by Banking



Law No. 10 of 1998, only states that banks must carry out their operations without interfering with the interests of entrusting customers. This article does not provide adequate protection for bank customers, and its explanation does not meet all the needs of customers. Therefore, the Protection Act No. 8 of 1999 allows bank customers to use consumers to assert their rights. For electronic money transactions (EFT) through ATMs, any agreement between the customer and the bank must contain a section that transfers full responsibility to the customer or obliges the customer to follow new, additional, continuous, and/or amended rules made independently by the bank before the customer uses the purchased facility.

However, this is still the case in the banking industry. It is unfair that the standard clause of every agreement gives the customer full responsibility. If one party does not fulfill its responsibilities according to the agreement, the bank has an exoneration clause in the ATM agreement. This clause allows the bank to allow or limit the answer of one of the parties in another lawsuit. It is said if this clause regulates the transfer of obligations from the business actor and the clause states that the business actor can make new, additional, continuous, and/or changes to the rules during the buyer's use of the purchased services. In addition to using standardized clauses, people often forget to use standardized clauses with very small fonts, making them difficult to read and using terms that are generally incomprehensible. This is often the case in the Indonesian banking industry. As a result, potential customers do not like to read the contents of the contract carefully before signing it. However, since the customer only realizes the imbalance of his position when a problem occurs, all such agreements explain the customer's rights and responsibilities. The Bank's Responsibility for the Loss of ATM Customers Conducting Transactions at BNI Bank Biak Branch: In every agreement, there is a possibility that one party will not carry out its obligations in accordance with the terms that have been authorized. This can include breaking the agreement, not fulfilling obligations, or violating the terms stated in the agreement. If this happens, the other person may suffer a loss, and the party who did not fulfill their responsibilities will be penalized. In the agreement as a whole, it is very important to balance the rights and obligations of each person. If a person does not fulfill his or her obligations, he or she will be liable for the loss. In a general agreement, it is important to maintain a balance of rights and obligations between all parties. This means that each party has an equal position in determining their rights and obligations, so that neither party dominates the other. However, in a standard agreement containing standard clauses, one party only has the opportunity to negotiate or choose to accept or reject the agreement.

Moreover, it applies to one party, while the other party is usually made only by the bank. The rights and responsibilities of each party are set out in the application form. In addition, the ATM usage agreement usually only mentions how to use the card, while other agreements are usually made only by the bank. When it comes to ATM usage, there are two reasons why bank customers can be harmed: Due to Human Error: Errors that occur when using an ATM can come from three parties: the relevant bank employee, a third party, or even the customer himself; usually, it is the third party associated with the bank that makes the error. trying to make a profit. People who are proficient in using computers are often the perpetrators because they can easily access consumer data. Stored in the bank, they can make

balance transfers without the account holder's permission, and bank officers can also take action. When customers use their own ATMs, one of the problems that may arise is money transfer errors. If the customer's account number is wrong, or the wrong transfer destination will result in a loss of the Client's money.

Due to the various issues that may plague ATM machines, a customer's machine error may cause both financial and non-financial losses. For example, when a customer's account is debited but the ATM cannot dispense money, or when a debit is not made but the balance goes down. In addition, when the ATM is faulty, people who want to make transactions or cash withdrawals may not be able to do so. People have to waste time and effort to find the nearest ATM even if there is none somewhere. As an ATM provider, the bank is legally responsible for various lurking risks, including anticipating and dealing with customer losses. This legal concept covers bad outcomes. In general, failures can take the form of a total abandonment of vowed commitments, the execution of an agreement that does not meet the agreed terms, a promise that has not been fulfilled, or violating a clause that expressly prohibits certain actions in the agreement. In an agreement made when using an independent cash machine (ATM) service, there are rules governing what to do if one of them fails to do what the party promised, giving the other party the opportunity to take certain legal actions as demands. Default can occur if the bank does not provide adequate services or does not follow the agreement that has been agreed upon. For example, when an ATM machine breaks down, which stops the service. In the terms of opening an account, it is stated that if the cardholder is unable to use the ATM under any circumstances, particularly in terms of withdrawing money if the account balance is insufficient; in other words, if the customer persists in using the ATM under any circumstances the bank may be in default if the customer's personal identification number (PIN) is not provided safely or securely. safety.

The bank may consider the customer's PIN insecure, allowing the customer to request a new PIN code. Banks usually encounter disruptive or unqualified situations related to the use of ATMs, such as cards swallowed by machines, discrepancies in transaction amounts, failure to withdraw cash, and creation of unnecessary account balances. In such cases, banks should take responsibility, such as adjusting ATM receipts with the latest bank and customer account balance statements to correct account or transaction discrepancies. This situation shows that the bank's failure has promoted the main purpose of service delivery, which is to provide customers with the practices and freedom that the product provides. Customers cannot use the ATM card properly if the ATM machine is broken. Although banks provide ATMs to make it easier for customers to conduct transactions, especially fund transfers, they cannot conduct transactions at ATMs whenever necessary. As a result, customers have to look for another ATM or may even have to make regular transfers. through visiting the bank and using the attendant services. Banks have breached their covenants as facility providers even though customers have not suffered significant financial losses.

The bank has made commitments, as indicated in the ATM usage agreement to make money transfers easier through its ATMs, but the Bank failed to fulfill its promise. This situation can be categorized as a default in cases where the bank is providing a service. As

stated in the ATM usage agreement, the bank commits to fail to fulfill or breach the promise by not doing what it has undertaken, which is one type of default. Breach of promise: When a bank customer requests a transaction to be performed, but it is not done as expected, there is a possibility of an ATM error. For example, the ATM money is not proportional to the money inserted by the client; however, the client's balance has been debited according to the instructions. In this situation, the bank has failed to fulfill its promise but did not do so, causing consumer harm. In this case, Article 1243 of the Civil Code governs: Regulatory Wrongdoing: Mistakes made by relevant bank employees-also known as human error-can lead to a violation of the law, as mentioned in Article 1365 of the Civil Code, when using an ATM. While the bank's standard operating procedures prevent bank employees from making mistakes that harm customers when handling ATMs, if a mistake is made in carrying out the process that results in harm to the customer, the mistake is made by the employee under supervision, and the bank is liable for the actions of its employees. This is in accordance with Article 1367(1) of the Civil Code, which states that "A person is liable not only for damages caused by his own acts, but also by damages caused by the acts of other persons for whom he is responsible or the goods he supervises." On the contrary, a customer's mistake may occur at the bank itself when using an ATM, such as telling the transfer destination the wrong account number. The bank should not be held liable in this case; instead, they should help the customer resolve the problem. Banks usually have specific procedures to follow up on transfer errors. In addition, bank clients who use ATMs with bad intentions may be harmed by third parties.

ATM cards are highly susceptible to tampering and duplicates. One side of the ATM card has a magnetic tape that stores user data or information. Due to the fact that there is logically an additional magnetic tape that can be used to store data, the magnetic tape is very sensitive and prone to damage. For those proficient in engineering and informatics, it will not be difficult to use special tools to transfer the recorded data from the magnetic tape to another card. Banks should inform customers verbally and in writing about the negative consequences that may occur if consumer losses are caused by third parties. If the consumer harm is caused by a third party, the bank must inform the customer orally and in writing about the negative consequences of using the current ATM. The client requests to open a bank account. This will be very beneficial for customers, especially for new customers who are familiar with Hattu bank. Legal Protection Against Customers of Automated Teller Machine (ATM) Users 64 or technology, as well as by providing this information shows that the bank is acting as an institution that the public trusts to provide all information about its products to its customers, so that customers can make wise choices. Sandra Ririmase said that the losses experienced by customers of banks established by third-party organizations show that the bank's services and devices are not yet fully secure as promised. However, it is hoped that they have anticipated this because electronic technology systems are very vulnerable and cannot be attacked by irresponsible people. Banks should also conduct careful and thorough research on all matters, including procurement contracts, in addition to the above facilities with providers, vendors, and card issuers. The security element is of utmost importance to protect customers and ATM users. The bank is basically responsible



for all possibilities and aspects that may cause losses to the bank's clients who use the ATM. to pay the client as compensation. The shortfall should be calculated based on the amount of money that has been deducted from what the client should pay.

## CONCLUSION

As consumers of banking services, bank customers often do not have adequate legal guarantees when using technology such as ATMs, even though advances in banking technology are supposed to increase security for customers. The fact that many consumers' rights and interests are often overlooked is a fact that they are not. Law No. 10 of 1998 on Banking regulates customer protection. Banks' responsibilities towards customers are often not properly fulfilled in practice. Often, banks' civil liability for negligence or misconduct is limited to general agreements that are more favorable to the bank. Munir Fuady suggests several measures to improve consumer protection. These include new regulations, strict enforcement of existing regulations, protection of deposit insurance companies, and better supervision of monetary authorities. To protect customers using ATMs, Bank BNI has several procedures in place, including changeable PINs, supervision by ARMC officers, and automatic blocking of accounts if an incorrect PIN is entered three times. However, ATM account opening agreements often do not contain clauses that expressly protect customers using ATMs from losses caused by machine or human error. As a result, Bank BNI is liable for the loss suffered by the customer. In accordance with Article 1365 of the Civil Code, customers are entitled to claim damages in the case of failure or breach of agreement. One of the bank's responsibilities is to provide clear information about the risks of using ATMs and to protect customer data from criminal activity. Agreements relating to the use of ATMs often contain standardized clauses that give full responsibility to the customer without providing an opportunity to negotiate. Article 18 of the Consumer Protection Law No. 8 Year 1999 prohibits the addition of clauses that harm consumers.

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