

Abstract— *Technology has grown rapidly and threaded into various fields including the financial sector. Financial Technology transforms the traditional financial system into a digital form with the aim of supporting economy as well as providing convenience to the community. One of the manifestation of the emergence of Financial Technology is the innovation of the savings and loans service that is based on the information technology or commonly known as Peer to Peer Lending (P2P Lending). S is the debtor of P2P Lending which has a non-performance of contract or non-performing loan due to being laid-off because of the COVID-19 pandemic. In this study, the method used in this case is the Normative Juridical approach method with data collection techniques by means of literature studies on legal materials, both primary legal materials and secondary legal materials. From the legal research that has been carried out, it can be concluded that the COVID-19 pandemic can be categorized as a relative force majeure situation, where S can file a self-defense and suspend the implementation of his achievements for a certain period of time agreed by the parties but does not abolish S's obligations so that the agreement remains valid and binding on the parties.*

Keywords: *Fintech agreement, non-performance of contract, non-performance loans, COVID-19 pandemic, force majeure*

Abstrak— *Teknologi telah berkembang pesat dan merambah ke berbagai bidang termasuk pada sektor finansial. Teknologi finansial mengubah sistem keuangan tradisional ke dalam bentuk digital dengan tujuan dapat menunjang perekonomian serta memberikan kemudahan kepada masyarakat. Kemunculan teknologi finansial salah satunya diwujudkan dengan inovasi layanan pinjam meminjam uang berbasis teknologi informasi atau biasa dikenal dengan *Peer to Peer Lending (P2P Lending)*. S adalah seorang debitur dari P2P Lending yang melakukan wanprestasi terhadap perjanjian fintech akibat telat bayar dikarenakan mengalami Pemutusan Hubungan Kerja (PHK) akibat adanya pandemi COVID-19. Dalam studi ini, metode yang digunakan ialah metode yuridis normatif dengan melakukan studi kepustakaan terhadap bahan-bahan hukum terkait dan bahan hukum sekunder. Dari penelitian hukum yang telah dilakukan dapat disimpulkan bahwa pandemi COVID-19 dapat dikategorikan sebagai keadaan kahar yang bersifat relatif, dimana S dapat mengajukan pembelaan diri dan menanggguhkan pelaksanaan prestasinya selama jangka waktu tertentu yang disepakati oleh para pihak namun tidak menghapuskan kewajiban S sehingga perjanjian tetap sah dan mengikat bagi para pihak.*

Kata kunci: *Perjanjian fintech, wanprestasi, kredit macet, pandemic COVID-19, keadaan kahar*