

## BALANCED LEGAL PROTECTION FOR PARTIES TO ELECTRONIC BUSINESS TRANSACTIONS

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### Abstract

This study aims to analyze balanced legal protection for parties in electronic business transactions. the online trading arrangements based on Law Number 8 of 1999 concerning consumer protection and Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning electronic information and transactions. The method used is normative juridical. The results show that legal protection for online shopping consumers can be provided in terms of legal certainty as stipulated in the laws and regulations governing online shopping, namely Law Number 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Transaction Information in conjunction with Law No. 8 of 1999 concerning Consumer Protection. The existence of an electronic contract as regulated in Article 18 (1) of the ITE Law is recognized and has the same position as a conventional sale and purchase contract. Through electronic contracts, consumers can sue business actors if a dispute arises due to the electronic transaction.

**Keywords:** Legal Protection, Consumers, Buying and Selling, Electronics, online transactions

### A. INTRODUCTION

Online transactions are a new way of buying and selling activities by utilizing advances in information technology. Online transactions are developing in society as a result of technological developments. Trade based on advanced technology, e-commerce has reformed conventional trade where interactions between consumers and companies that were previously carried out directly into indirect interactions, by fostering a model of interaction between producers and consumers in the virtual world.<sup>1</sup>

From the conveniences that exist thanks to the birth of electronic transactions (e-commerce), problems related to electronic transactions are also created that cannot be avoided. The National Consumer Protection Agency (BPKN) recorded a surge in complaints in e-commerce transactions in the first half of 2020. Throughout 2021, the Ministry of Communication and Information received 115,756 reports of online transaction fraud complaints.<sup>2</sup>

A fraud case committed by an online shop was revealed on a Twitter social media called @aftertandakoma uploaded on Tuesday, October 26, 2021, where he bought a smartphone on the Shopee e-commerce platform for IDR 2.5 million, but when he opened the smartphone package, it turned out to contain stones in a box. He has also made complaints against the seller, the Shopee platform and also the Si Cepat Express shipping expedition.<sup>3</sup>

Not only electronic transactions cause problems, but user data using e-commerce platforms is also targeted by crime. Such as the case of 13 million Bukalapak account user data that was leaked and traded on the hacker forum RaidForums. The data displayed starts from email,

username, password, salt, last login, Facebook email with hash, user address, birthday, to phone number.<sup>4</sup>

Electronic Commerce Transaction (E-Commerce) is a trade transaction between sellers and buyers to provide goods, services or take over rights. This contract is carried out with electronic media (digital medium) where the parties are not physically present and this medium is contained in a public network with an open system, namely the internet or World Wide Web. These transactions take place regardless of territorial boundaries and national requirements. Electronic<sup>5</sup> Transaction is a form of exchange of business information without using paper (Papersless Exchange of Business Information) but using EDI (Electronic Data Interchange), Electronic Mail (E-mail), Electronic Bulletin Boards (EBB), Electronic Funds Transfer (EFT) and through other network technologies. Electronic transactions facilitate cost and time savings. The occurrence of new legal acts due to globalization and advances in information technology still has a strong legal basis and creates legal certainty.<sup>6</sup>

Indonesia is the 10th largest growth country in 'e-commerce' with a growth of 78%. Businesses that use the internet to receive orders, or sell goods and/or services in 2020 until the enumeration period ends (August 31) amounted to 90.18%.<sup>7</sup>

In the fourth quarter of 2020, Jet Commerce recorded that its overall sales value increased by 36% from the previous quarter, directly proportional to the number of transactions which increased by 53% from the third quarter, to reach more than 750 thousand transactions that occurred in various marketplaces in the last three months.<sup>8</sup>

The results of the We Are Social survey in April 2021, stated that as many as 81.1% of internet users in Indonesia use e-commerce services to buy certain products, and this percentage is the highest in the world.<sup>9</sup>

The development of trading rules is also inseparable from the influence of technological developments. The influence of this technology is increasingly evident with the birth of e-commerce. A significant development occurred by looking at the quantity of transactions through this e-commerce facility. E-commerce began to grow significantly when the internet began to be introduced. The development of the internet encourages international trade transactions to accelerate. The country's territorial boundaries in conducting electronic transactions are unlimited because online transactions can be carried out by sellers and buyers in different countries.<sup>10</sup>

Online transactions are increasingly getting attention from online buying and selling enthusiasts along with technological developments that facilitate the buying and selling process. Apart from being caused by the community's need for fast and easy and practical services because people have wider space to choose products. The high level of complaints by consumers in Indonesia related to fraud in buying and selling online certainly needs attention. This means that consumers in making online transactions need legal protection in case of problems as May occur.<sup>11</sup>

The regulation of online transactions in Indonesia can be seen in Law Number 19 of 2016

concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions. Furthermore, the regulation can be reviewed in Government Regulation (PP) Number 80 of 2019 concerning Trading through Electronic Systems, outside the enactment of Law Number 19 of 2016 which is an amendment to Law Number 11 of 2008. This PP has regulated several things, including the prohibition to share and use consumer data to third parties and rules regarding what data can be used by electronic transaction service providers. However, there are no clear parameters to measure the extent to which electronic transaction service providers perform in complying with applicable regulations

## **B. RESEARCH METHODS**

The research in this dissertation is normative juridical research with a statutory approach and a concept approach.<sup>12</sup>

## **C. RESEARCH RESULTS AND DISCUSSION**

This study focuses on legal protection for online shopping consumers in electronic contracts according to the ITE Law and the Consumer Protection Law. E-commerce contains broader problems because electronic transactions for trade activities through electronic systems (electronic commerce) have become part of national and international commerce. Juridically, activities in cyberspace cannot be approached with conventional legal measures and qualifications alone because if this method is taken, there will be too many difficulties and things that escape the enactment of law. Legal protection for consumers is needed in buying and selling goods through e-commerce and resolving disputes between consumers and business actors.

User. Online buying and selling in electronic contracts is a multidisciplinary field that includes engineering fields such as telecommunication data networks, security, storage, and data retrieval (retrieval) from multi-media, business fields such as marketing, buying and selling (Procurement and purchasing), billing and payment (billing and payment)), supply chain management, and legal aspects such as information privacy, intellectual property, taxation, agreement-making, and other legal settlements.

Arrangements or policies are required to regulate electronic contracts in electronic transactions. A set of concepts and bases that become an outline that accumulates the needs and protects the parties to the contract, in accordance with the theory of public policy. Carl J Federick's opinion as quoted by Leo Agustino defines public policy:<sup>13</sup>

"Policy as a series of actions / activities proposed by a person, group or government in a particular environment where there are obstacles (difficulties) and opportunities for the implementation of the policy proposal in order to achieve certain objectives. It also shows that policy ideas involving purposeful and purposeful behavior are an important part of policy definition, because after all policy should show what is actually done rather than what is proposed in some activity on a problem."

The government can make policy as a way to solve problems that exist in a region or country.

Electronic contracts are a new phenomenon, but all countries apply existing contractual law arrangements by applying universal principles of treaty making such as the principle of consensual, the principle of freedom of contract, the principle of good faith and the terms of validity of agreements. Electronic contracts are included in the category of nameless contracts, namely agreements that are not regulated in the Civil Code but are contained in the community, but the birth of the agreement is still based on an agreement or autonomous party and Article 1338 of the Civil Code applies to the validity of an agreement. Likewise, regarding the legal conditions of the Electronic agreement, Article 1320 of the Civil Code reflects the principle of consensualism.

There needs to be a strategic stage carried out after the policy is made, policy implementation in the form of actions taken to achieve the objectives of the policy. George C Edward III stated that the implementation stage is the stage of policy formulation from the results or impacts arising from the policy. Edward III is of the view that policy implementation is influenced by four variables, namely: communication, resources, disposition and bureaucratic structure.<sup>14</sup>

With successful policy implementation, a fair public policy will be created for the parties concerned. In accordance with the theory of Justice expressed by Aristotle, which emphasizes his theory on balance or proportion. According to him, in the country everything must be directed to the noble ideal, that is, goodness and goodness must be seen through justice and truth. The emphasis of balance or proportion on Aristotle's theory of justice, can be seen from what he did that equality of rights must be equal among the same people. The point is that on the one hand it is true to say that justice means also equal rights, but on the other hand it must also be understood that justice also means inequality of rights. Aristotle's theory of justice is based on the principle of equality. In the modern version of the theory it is formulated with the expression that justice is done when the same things are needed equally and things that are not the same are treated unequally.<sup>15</sup>

Therefore, trust is established in electronic transactions through online buying and selling. According to Kotler and Keller (2012) trust depends on several interpersonal and inter-organizational factors such as competence, integrity, honesty and kindness. Building trust can be difficult in an online situation, companies impose stricter rules on their online business partners than other partners. Business buyers worry that they won't get the right quality product or service delivered to the right place at the right time, and vice versa.

This electronic transaction has been regulated in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law). So that consumers who make transactions become more comfortable and safer. With this business model, it is said to be more practical and easier. Practically this condition cause's distance is no longer an obstacle in transacting goods and can also be said to be practical in the business world. So that business actors can make transactions without having to meet in person.<sup>16</sup>

Trade activities that occur across countries can be carried out through electronic media and provide benefits for consumers because consumers can buy goods without meeting directly with

sellers and without visiting stores. Conditions like this on the one hand have benefits for consumers because the need for the desired goods and / or services can be met and increasingly wide open, because of the freedom to choose various types and qualities of goods and / or services in accordance with the wishes and abilities of consumers. On the other hand, it can result in the position of business actors and consumers becoming unbalanced and consumers are in a weak position, which is the object of business activities to reap the maximum profit by business actors through various promotions, sales methods, and the application of standard agreements that harm consumers.<sup>17</sup>

The electronic transaction model or e-commerce is basically the same as the conventional transaction model. But the difference is that in electronic transactions, agreements are made electronically or electronic contracts. Electronic transaction models that use electronic agreements or electronic contracts also create several elements that must be fulfilled in it. Elements in electronic agreements are well regulated in several articles to support consumer convenience in transactions. The elements aim clearly to provide legal certainty as one of the legal protections in electronic transactions.<sup>18</sup>

Article 1, point 2 of the ITE Law, states that Electronic Transactions are:

"Legal acts carried out using computers, computer networks or other electronic media, electronic buying and selling transactions are one of the manifestations of the above provisions".

In buying and selling transactions via the internet, the parties involved in it carry out legal relations as outlined in the form of agreements or contracts carried out electronically and in accordance with Article 1 number 17 of the ITE Law referred to as electronic contracts, namely agreements contained in electronic documents or other electronic media. E-commerce agreements are known to two actors, namely merchants / sellers who make sales and buyers / customers / consumers who act as buyers.

Electronic contracts according to Article 47 paragraph (2) of Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) are considered valid if:

- a) There is agreement between the parties;
- b) Carried out by legal subjects who are capable or authorized to represent in accordance with the provisions of laws and regulations;
- c) There are certain things; and
- d) The object of the transaction must not contradict the laws and regulations, decency and public order

Business actors who offer goods or services electronically are required to provide complete and correct information about contract terms, manufacturers and products. In Article 17 of the ITE Law paragraphs 1 and 2. Electronic contracts in electronic transactions, must have the same legal force as conventional contracts. Therefore, the electronic contract must also bind the

parties as Article 18 Paragraph (1) of the ITE Law states that "electronic transactions poured into an electronic contract are binding on the parties". As with conventional contracts, parties have the freedom to choose which laws apply to electronic transactions of an international nature. In Article 18, paragraph (2) of the ITE Law.<sup>19</sup>

In this regard, Article 18 paragraph (3) of the ITE Law, states that if the parties do not make the choice of forum in international electronic contracts, the principles that can be used are the principles contained in Article 18 paragraph (4) of the ITE Law. This article states that the parties have the authority to establish a court forum, arbitration, or other alternative dispute resolution institution authorized to handle disputes that may arise from international electronic transactions.

When there is a dispute or violation in terms of buying and selling or online transactions, there must be proof. As stipulated in Article 1865 of the Civil Code, the event on which the right is based must be proved by the plaintiff. That is, if the claim for damages is based on a tort event, the plaintiff needs to prove: 1) the existence of an engagement relationship (contract, agreement); 2) the existence of parts of obligations that are not fulfilled by business actors; and 3) incurring losses to consumers.

In terms of proof, in online shopping as stipulated in Article 40 of the ITE Law, evidentiary tools in electronic transaction activities include evidence as referred to in the provisions of the Criminal Procedure Law; others in the form of electronic documents and electronic information

The process of proving an event can be done in several ways. Evidence can be oral, documentary, or material, oral evidence such as testimony about an event is oral evidence, documentary evidence is evidence that is letter or written evidence, while material evidence is evidence of physical goods that appear or can be seen other than documents.<sup>20</sup>

Cyberfraud in its various forms, both in Indonesia and in other parts of the world is still a threat to the sustainability of e-commerce. Therefore, before conducting an electronic transaction, the parties agree on the electronic system that will be used to make the transaction. Article 20 Paragraph (1) of the ITE Law. Article 20 Paragraph (2) in conducting electronic transactions, related parties often entrust third parties as electronic agents. Liability for consequences in the implementation of electronic transactions must be seen from the authority given to the agent by the parties to carry out transactions as mentioned in Article 21, Paragraph (1) Article 21, Paragraph (2) number 1 Article 21, Paragraph (2) number 2 of the UUIITE. If the transaction is carried out through an electronic agent, then the responsibility of the electronic agent operator regarding this matter is as mentioned in Article 21, Paragraph (2) number 3, Article 21 Paragraph (3), Article 21 Paragraph (4) of the ITE Law.

The Internet, which actually exposes and makes human work effective, is actually used for wrong purposes and harms others. Therefore, to deal with the problem of internet crime (Cybercrime), the government issued the ITE Law, namely Law No. 11 of 2008 and revised it to Law No. 19 of 2016 concerning Electronic Information and Transactions. The ITE Law contains regulations for information processing and electronic transactions, with the aim of developing information technology.<sup>21</sup>



One of the most crucial problems raised by cyberfraud, internetfraud, or cybercrime is the issue of jurisdiction relating to the extent to which a state can exercise its rule of law or in other words the extent to which a state's ability to hear an international case. Jurisdictional issues in a country can apply its legal sovereignty or in other words the extent of a country's ability to hear an international case.<sup>22</sup>

Legal regulation on the Internet is still relatively new and evolving, there is a global regulatory push, but the rule of law makes it not easy to implement. This is one of the weaknesses of cybercrime law enforcement, especially when it comes to crimes committed by individuals or business entities located in other countries. The constitution of a country cannot be imposed on another country because it can conflict with the sovereignty and constitution of another country. The global aspect creates conditions as if the world has no borders (<sup>23</sup>borderless) this situation results in perpetrators, victims and places where criminal acts are committed (locus delicti) occur in different countries.

Legal protection of the parties in electronic business transactions is as follows: <sup>24</sup>

- 1) Legal protection for merchants is especially emphasized in terms of payment, merchants require to make payment payments and then confirm payment, only then will the delivery of the ordered goods be made.
- 2) Legal protection for consumers lies in the guarantee in the form of returns or exchanges of goods if the goods received are not in accordance with what was ordered.
- 3) The privacy of personal data of users of electronic media must be legally protected. The provision of information must be accompanied by the consent of the owner of the personal data. Legal protection for parties conducting E-Commerce transactions, contained in Article 25 of the ITE Law "Electronic information and / or electronic documents compiled into intellectual works, internet sites, and intellectual works contained therein are protected as intellectual property rights based on applicable regulatory provisions".

Electronic contracts in electronic transactions must have the same legal force as conventional contracts. Electronic contracts must also bind the parties as Article 18 paragraph (1) of the ITE Law states that electronic transactions poured into electronic contracts are binding on the parties. Parties to online buying and selling have the freedom to choose the law that applies to international electronic transactions, as explained in Article 18 of the ITE Law that the parties have the authority to choose the law that applies to international electronic transactions they make. In addition, the parties also have the authority to determine the dispute resolution forum, either through the courts or through alternative dispute resolution methods.<sup>25</sup>

Buying and selling transactions, even though they are carried out online, based on the ITE Law and PP PSTE are still recognized as electronic transactions that can be accounted for. The Electronic Contract itself according to Article 48 paragraph (3) of PP PSTE must at least contain the following; identity data of the parties; objects and specifications; Electronic Transaction requirements; price and cost; procedure in case of cancellation by the parties; provisions that

give the right to the injured party to be able to return the goods and/or request replacement of the product if there are hidden defects; and choice of law for settlement of Electronic Transactions.

Online transactions are basically transactions or buying and selling contracts in general, it's just done online, because in terms of contracts remain fixed in the Civil Code. As an ordinary trade, online buying and selling is subject to and complies with the provisions of Article 1457 to Article 1540 of the Civil Code. According to Article 1457 of the Civil Code, "Sale and purchase is an agreement by which one party binds himself to hand over an object with the other party to pay the price promised". Article 1458 of the Civil Code states "The sale and purchase shall be deemed to have taken place between the two parties, as soon as these persons have reached an agreement on the property and its price, even though the property has not been delivered and the price has not been paid".

Proper regulation is needed in e-commerce transactions in order to achieve legal certainty for the parties. In the formation of the rule of law, the main principle is built in order to create clarity on the rule of law, the principle is legal certainty. This idea of legal certainty was originally introduced by Gustav Radbruch in his book entitled "einführung in die rechtswissenschaften". Radbruch wrote that in the law there are 3 (three) basic values, namely:

- (1) Keadilan (justice);
- (2) Expediency (Zweckmassigkeit); and
- (3) Legal Certainty (Rechtssicherheit).

Law in the positivistic school requires "regularity" and "certainty" to support the working of the legal system properly and smoothly. So that the goal of absolute legal certainty to be achieved in order to protect the public interest (which includes also private interests) by functioning as the main motor of justice enforcement in society (order), upholding citizens' trust in the ruler (government), and upholding the authority of the ruler before the views of citizens.<sup>26</sup>

In addition to providing clarity, legal positivism when applied to the thinking of law in the realm of principles, this legal positivism requires the release of meta-juridical thinking about law as embraced by natural law thinkers (naturalists). Therefore, every legal norm must exist in its objective nature as positive norms, and affirmed in the form of concrete contractual agreements between citizens and their representatives. Here law is no longer conceptualized as abstract meta-juridical moral principles about the nature of justice, but ius which has undergone positivation as lex, in order to ensure certainty about what counts as law, and whatever is normative must be stated as things that are not considered law.<sup>27</sup>

This is in line with the aims and objectives of the principle of legal certainty which ensures that justice seekers can use a definite and concrete and objective law, without the involvement of speculations or subjective views. As John Austin said, legal certainty is the ultimate goal of legal positivism, where to achieve legal certainty, it is necessary to separate law from moral so as to produce a logical, fixed, and closed logical system.<sup>28</sup>

Consumers have a greater risk than business actors, in other words, consumer rights are very



vulnerable. Due to the weak bargaining position of consumers, consumer rights are very risky for the position of consumers, so they must be protected by law. Because one of the natures, as well as the purpose of the law is to provide protection (protection) to the community. Protection to the community must be realized in the form of legal certainty that is the right of consumers. Legal protection for consumers is very important, because consumers in addition to having universal rights also have very specific rights (both situations and conditions).<sup>29</sup>

Legal protection by the state to consumers who have a weak bargaining position feels very urgent. In trade transactions on the internet where the traffic between business actors and consumers is getting closer and opener, state intervention, cooperation between countries and international cooperation are needed, namely to regulate the pattern of relations between business actors, consumers and legal protection systems for consumers. Legal protection of consumer rights in e-commerce transactions cannot be provided by one aspect alone, but by a system of legal instruments that can provide simultaneous and comprehensive protection.<sup>30</sup>

The reasons for issuing legislation, which specifically regulate and protect the interests of consumers, are as follows:<sup>31</sup>

1. Consumers need separate arrangements, because in a legal relationship between business actors and consumers who are users of goods and services for their own interests and not to be produced or traded;
2. Consumers need separate legal facilities or procedures, as an effort to protect or obtain their rights

Legal protection for consumers as an integrated concept is a new thing, the development of which began in developed countries. However, today this concept has spread to other parts of the world.<sup>32</sup>

The relationship between business actors and consumers in cross-border e-commerce transactions is a contractual relationship. E-commerce transactions are more aimed at the scope of transactions carried out electronically by combining networking from computer-based information systems with communication systems based on networks and telecommunication-based services), which is further facilitated by the existence of a global computer network of the internet. Electronic transactions are usually realized in the form of online electronic contracts, which are electronic documents containing electronic commerce transactions.<sup>33</sup>

Online transactions have special characteristics compared to conventional transactions. These special characteristics include the following:<sup>34</sup>

- a. Transactions without geographical boundaries;
- b. Anonymous transactions (between business actors and consumers do not need to meet physically and under certain conditions business actors do not require the name of the buyer as long as the payment is determined using certain payment instruments (credit cards);

- c. Digital and non-digital products such as computer software, music and other products that are digital can be marketed through the internet by downloading electronically.
- d. Transaction objects can be intangible goods such as data, software and ideas sold over the internet.

Based on these characteristics, in its implementation, e-commerce consumers are prone to actions that cause losses. To be able to protect e-commerce consumers, the rights of e-commerce consumers must be fulfilled, both by the state and business actors, because the fulfillment of these consumer rights will protect consumer losses from various aspects and attach to every consumer. In this case, the state has an obligation to protect e-commerce consumers both preventively and repressively through regulations and policies issued by the state. Legal protection is needed as an action or effort to protect society from arbitrary actions by rulers who are not in accordance with the rule of law, in order to realize order and tranquility so as to enable humans to enjoy their dignity as human beings. In addition, legal protection is also needed as an effort to protect individuals by harmonizing the relationship of values or rules that incarnate in attitudes and actions in creating order in the association of life between human beings.<sup>35</sup>

Regarding consumer rights and their protection, Peter Cartwright put forward the Paternalistic theory as a justification for the state to protect consumers. According to Peter, state intervention is needed in line with the increasingly complex problems faced by consumers, so the government needs to take intervention policies to overcome the potential harm to consumers. Intervention is carried out so that the balance of rights and obligations between producers and consumers can be realized the realization of paternalistic laws is intended to prevent losses suffered by consumers due to agreements that harm consumers. This theory is in accordance with the purpose of legal protection, which is to protect legal subjects through applicable laws and regulations and forced implementation with a sanction.<sup>36</sup>

Legal protection can be both preventive and repressive. Preventive protection is protection provided by the government with the aim of preventing violations before they occur. This preventive protection is contained in laws and regulations with the intention of preventing a violation and providing signs or limitations in carrying out an obligation. While repressive legal protection as a form of final protection in the form of sanctions such as fines, imprisonment, and additional penalties given if there has been a dispute or a violation has been committed.<sup>37</sup>

According to Nurmadjito, legal protection arrangements for consumers are carried out by:<sup>38</sup>

1. Creating a consumer protection system that contains access and information and guarantees legal certainty;
2. Protect the interests of consumers in particular and the interests of business actors;
3. Improve the quality of goods and services;
4. Provide legal protection to consumers from deceptive and misleading business practices;

5. Combining the implementation, development, and regulation of legal protection for consumers with the field of protection in other fields.

The five ways of legal protection are a form of preventive legal protection that aims to prevent losses experienced by consumers. These legal protection programs are carried out by the government through activities that are directly in contact with the interests of consumers.

In terms of regulation, protection is carried out through the establishment of norms whose substance prevents violations of consumer rights in laws and regulations. The current regulations for conducting trade transactions through electronic systems are the ITE Law and the Trade Law. Therefore, the ITE Law requires business actors who offer products through an electronic system to provide complete and correct information related to contract terms, manufacturers, and products offered.

Fraudulent practices or fraud in electronic commerce transactions can occur because consumers are not careful in making transactions or because of the actions of unscrupulous business actors who utilize the ability to master technology such as the internet. There are still many consumers who do not understand e-commerce which is a multidisciplinary field that includes engineering fields such as networks and telecommunications, security, storage and retrieval of data (retrieval) from multimedia; business fields such as marketing, procurement and purchasing, billing and payment, and distribution network management (supply chain management); and legal aspects such as information privacy, intellectual property, taxation, treaty making and other legal settlements.<sup>39</sup>

Legal certainty on protection for consumers who make online transactions is needed. In addition to consumers having important rights to be enforced, but also to raise awareness of business actors so as not to commit fraud against consumers. By growing awareness of business actors about the importance of consumer protection so that an honest and responsible attitude in doing business grows. In this case, in addition to the existence of the UUPK, regulations that specifically regulate online buying and selling activities are needed because they can not only provide protection for consumers but also online businesses.

Legal protection for online shopping consumers can be provided in terms of legal certainty contained in the laws and regulations governing online shopping, namely Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Transaction Information juncto Law No. 8 of 1999 concerning Consumer Protection. The existence of electronic contracts as stipulated in Article 18 (1) of the ITE Law is recognized and has the same position as conventional sale and purchase contracts. Through electronic contracts, consumers can sue business actors if disputes arise due to the electronic transaction.

## **D. CONCLUSION**

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