



DOI: <https://doi.org/10.38035/jlph>
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Legal Protection of Consumers with Online Transactions

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Abstract: With the existence of a new legal regime known as cyber law or telematics law, the transaction system makes it easier for users. Cyber law or cyber law is used by utilizing information and communication technology which is a manifestation of the convergence of telecommunications law, media law and information law. The legal problems that are often faced are related to information, communication and/or transactions, especially in terms of evidence related to legal actions carried out by electronic systems. This writing aims to provide legal protection for consumers with online transactions. The research method used is normative juridical research, which involves analysis of theories, concepts, legal principles and statutory regulations relevant to this research topic. The legal problems that are often faced are related to the delivery of information, communication and/or transactions electronically, especially in terms of evidence and matters related to legal actions carried out through electronic systems. The results of this research can be concluded: First, in the form of legal protection for consumers who make online transactions as regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions as well as provisions for legal protection for consumer users with online transactions or e-commerce. Second, in the form of responsibility for parties involved in online transactions or e-commerce as stated in Law Number Article 12 paragraph 3 concerning Information and Electronic Transactions, it is explained that every person who violates the obligation to carry out electronic transactions must be responsible for all losses and the resulting legal consequences.

Keyword: Online Transactions, Legal Protection, Consumers.

INTRODUCTION

A significant development of internet technology is online buying and selling transactions or e-commerce. Online shopping has become a common thing in people's lives today. Electronic commerce or what is commonly known as e-commerce is the buying and selling of products or services through electronic systems such as the internet and computer networks. The dynamics of business competition in the world of information technology,

which is increasingly advanced and rapid from time to time, has had its impact felt by most people from simple to modern and fast-paced so that it has an impact on information behavior in all fields, including education, health, entertainment, resources. information, labor, the world of business and communication without limitations of place and time, the need for faster and cheaper information certainly requires information providers to have an online media, where the information presented can be easily and quickly obtained by information consumers. One of the significant developments in internet technology is online buying and selling transactions or e-commerce. Online shopping has become commonplace in people's lives today in particular.

In the trading system. Electronic commerce or what is commonly known as e-commerce is the purchase and sale of products or services through electronic systems such as the internet and computer networks in online processes such as sales, delivery, service, marketing and payments. Meanwhile, consumers are every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for sale. Online business is any business activity or business/interest that uses internet facilities to achieve goals (profit or profit) . Currently, consumer protection cannot be separated from buying and selling activities. In this trading activity, it is hoped that there will be a balance of rights and obligations between business actors (producers) and consumers . In Indonesia, consumer protection is currently receiving quite good attention because it involves regulations to create prosperity.

By having a balance between business actors and consumers, a prosperous and prosperous people can be created. In general and fundamentally, the relationship between producers (companies producing goods and/or services) and consumers (end users of goods and/or services for themselves or their families) is a continuous or continuous relationship. This relationship occurs because both of them really want each other and have a fairly high level of dependence on each other. Producers really need and are very dependent on consumer support as customers. Without consumer support, it is impossible for producers to guarantee the continuity of their business with a variety of choices. Conditions like this, on the other hand, are beneficial for consumers, because the need for desired goods and services can be fulfilled, but on the other hand, this phenomenon puts the position of consumers towards producers in an unbalanced position where consumers are in a weak position because consumers are the object of business activity. to reap large profits through promotional tips and sales methods that can harm consumers. The current law in Indonesia that can be used as a guide is the consumer protection law because it aims to create a consumer protection system that contains elements of legal certainty and information transparency as well as access to information, even though it does not specifically regulate online transactions other than because Consumers have rights that are important to uphold, but also to raise awareness of business actors so as not to commit fraud against consumers.

METHOD

This research is normative in nature by examining legal protection for consumers in online buying and selling transactions which examines the norms and principles of legal reform regarding existing juridical phenomena, or certain legal events that occur in society as well as legal problems according to the provisions of applicable laws and regulations. by using a type of legislative approach, as well as a legal concept analysis approach for transaction actors using online systems.

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RESULTS AND DISCUSSION

In carrying out buying and selling transactions online or via the internet (e-commerce), according to Budhiyanto as quoted by Didik M. Arief Mansur and Elisatris Gultom, the parties involved in e-commerce transactions consist of related parties, including :

1. A seller or entrepreneur who offers a product via the internet as a business actor.
2. Buyer or consumer, namely any person who is not prohibited by law, who accepts an offer from a seller or business actor and wishes to carry out a sale and purchase transaction for a product offered by the seller/business actor.
3. Banks as parties that distribute funds from buyers or consumers to sellers or business actors/ merchants, because in electronic buying and selling transactions, sellers and buyers do not meet directly, because they are in different locations so payments can be made through bank intermediaries.
4. Payment Services
5. Certification Authority, is a neutral third party who holds the right to issue certification to merchants, to issuers and in some cases also to card holders.

In carrying out buying and selling transactions via the internet (e-commerce), it is the same as ordinary buying and selling transactions carried out in the real world, carried out by the parties involved, even though in buying and selling via the internet the parties do not meet each other directly. but communicate via the internet, which can be done via SMS, and reach an agreement between the seller and the buyer. In the implementation of e-commerce, transactions between business entities and consumers and the implementation of transactions are subject to consumer protection regulations. This is based on the condition that one party is always in a more advantageous position. In such circumstances, consumers become the objects of commercial activities, and through promotions, sales methods, and the implementation of standard agreements that do not benefit consumers, they can obtain maximum profits from commercial actors. In particular, in online buying and selling transactions, buyers often face irresponsible seller behavior. This makes it easier for the seller because the parties do not meet in person at the time of the contract.

Therefore, just like traditional transactions, you need to provide legal protection for online or e-commerce transactions between business actors and consumers. Implementing e-commerce transactions requires consumer protection efforts both before and after a dispute occurs. The buying and selling transaction mechanism can be implemented in the Civil Code, with prior agreement. According to the provisions of Article 1313 of the Civil Code, an agreement is an act in which one or more people are bound by one or more people, while buying and selling is an agreement between the seller who provides something for sale and the party who pays. the agreed value of goods at an agreed, agreed and binding price. The Consumer Protection Law is a guideline for business actors and consumers to conduct business fairly without harming consumers. In this digital era of e-commerce, consumer protection is important and necessary because sellers and buyers only use the principle of trust in conducting e-commerce transactions. Don't let e-commerce become a means for irresponsible people to market their products. Regarding consumer protection, changes to Law Number 11 of 2008 concerning Information and Electronic Transactions are specifically regulated in Law Number 19 of 2016, and Article 26 (1) is regulated by law. Personal information must be made with the consent of the parties concerned. Therefore, sellers and buyers must be able to fulfill their obligations in the online buying and selling contract process so that errors or errors do not occur. Regarding providing security and comfort in online sales transactions, the Government provides confirmation in Article 40 (2) of Law Number 19 of 2016 concerning Information and Electronic Transactions. This means that the government protects the public interest from all disturbances as follows.

Due to misuse of information and electronic transactions. This is contrary to public order and decency in accordance with statutory provisions. In addition to the relationship between the parties in the online sales contract, the government also acts as an intermediary between the parties, which is the basis for protecting the interests of the parties in the online sales contract. There is a resolution by obtaining clear certainty about the parties' responsibilities for damaged goods. In reality, when purchasing goods online, there are complaints from buyers regarding dissatisfaction with the goods purchased due to damaged goods received by the buyer, as well as purchasing and procuring goods using the cash on delivery payment method. Allegations lead to dissatisfaction and lack of public trust. Buyers obtain legal certainty because they do not know the legal responsibilities of buyers and sellers who have received damaged goods but do not know how to resolve them. Currently, online shopping products often have damaged products, sometimes when the product purchased reaches the buyer, the product is defective or no longer has a seal, or even does not match the product we purchased. Make buyers who deserve to be satisfied within the buying and selling process becomes dissatisfied with the results obtained. In Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK), consumers have an important position in sales and purchase agreement transactions. In Article 1 (1), UUPK guarantees consumer protection by all laws. provide consumer protection to consumers. In Article 1(2) of the Consumer Protection Law, a consumer is every person who uses goods and/or services available in society for the benefit of himself, his family, other people and other organisms, not for transactions. In Article 1 paragraph (3) UUPK, a business actor is any individual or business entity that is established and resides or carries out activities within the legal territory of the Unitary State of the Republic of Indonesia, whether in the form of a legal entity or non-legal entity, either individually or jointly. The same. with an agreement to carry out business activities in various economic fields.

Selling Trade with an Online system (E-Commerce), provides many benefits for all parties involved, namely Business Actors and Customers, here are the benefits of both components: 1) Benefits of E-commerce for business actors: a) Global sales, E-commerce makes it possible a company or business owner to sell the products they make to more consumers. In other words, the company can cover a wider market. For example, a Jepara carving company in Indonesia can market its products to all countries without opening a shop in the destination country in accordance with the benefits of E-Commerce with the Consumer Protection Law. b) Reducing company infrastructure, companies or business owners do not need to open many sales or distribution branches (however, in some cases, many e-commerce companies still open storage or production warehouses in various countries to make it easier for consumers to ship goods). c) Reducing company costs/increasing net profits, with e-commerce, business owners or companies do not need to incur excessive costs in providing many shops or buildings and many employees. This will increase profits by reducing company operational costs. d) Reducing product prices. Prices of goods can be reduced as cheaply as possible due to the accumulation of several benefits above, so that consumers are more interested in buying and the reach is also wider from various levels of society. 2) Benefits and Advantages of E-commerce for consumers: a) Shopping, shopping is different from shops which usually close at night, such as bookstores which are only open from 9 am to 9 pm. Online bookstores can be open for checking and purchasing 24 hours a day, 7 days or non-stop. b) Save time, no need to come to the shop to buy products directly, just open the website, goods can be ordered directly, and goods can be sent to the address which is aimed. c) Goods/services are getting cheaper, consumers can also get cheaper prices because companies can cut operational costs. d) Consumers are able to compare more accurately. With E-commerce, especially online-based, consumers are able to compare many products at once, just click. This is different from ordinary shops, where we have to walk to several

places at once, especially different shops. e) Cross-border buyers, with e-commerce, buyers are able to buy goods or services from outside the country without having to go abroad. For example, buyers can order original Nike shoes from the USA without having to go to America. In reality/in practice, the implementation of online buying and selling prioritizes legal protection for consumers because it prioritizes the principles and objectives of consumer protection in accordance with the Consumer Protection Law, Article 1 point 1 concerning principles of consumer protection and Article 3 of the Consumer Protection Law concerning the objectives of consumer protection. . However, Caterine M. Simamora also stated that online trading is not a completely safe system, because it still has weaknesses and can be a security threat to the e-commerce system, including: 1. For people who do not have the right to access it. A computer system can easily do whatever it wants freely. There have been many incidents of hacked accounts of irresponsible people. 2. Someone can monitor all confidential information just by monitoring or supervising simple communications to the communications services used at a location on the communications network. 3. Anything that can endanger the confidentiality of someone's personal information without penetration, such as changing transaction information midway or creating a fake server system that can trick many people into giving their confidential information voluntarily, such as being hypnotized by things things that are not common, for example low prices or very attractive offers.

Regulations on Consumer Protection are Still in Accordance with Online Buying and Selling Trade Patterns. Based on the title regarding Consumer Legal Protection for Online Trading (E-commerce), there are several regulations that have been implemented in Indonesia relating to this title as follows: 1. Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia explains that consumer rights including the right to comfort, security and safety in consuming goods and/or services; the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised; the right to be treated or served correctly and honestly and not in a discriminatory manner; the right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be. From this law it is very clear that consumers apart from having the right to comfort, security and safety in consuming goods and/or services; the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised; right to be treated or served correctly and honestly and not to be discriminatory, but consumers also have the right to protection to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be. So that consumers can replace the goods they receive if they do not match what they expected and this article can be used as the basis for their application. 2. Book III of the Civil Code concerning Engagements. The third book concerning engagements regulates the rights and obligations arising from agreements, unlawful acts and other events that issue individual rights and obligations, by adhering to an open system (open system), meaning that the parties are free to enter into a contract with anyone, determine the terms, implementation, and form of the contract, whether written or verbal. Online contracts have been accommodated in the agreement here, backed up with a written agreement that can be proven by electronic evidence in the form of an SMS or WA order. 3. Law Number 7 of 2014 concerning trade Law Number 7 of 2014 concerning Trade is a safeguard for national development in the economic sector which is prepared and implemented to advance general welfare through the implementation of economic democracy with the principles of togetherness, efficiency, justice, sustainability, environmental insight. 4. Law Number 19 of 2016 (ITE) Every person intentionally and without right or against the law intercepts or intercepts electronic

information and/or electronic documents on a computer and/or certain electronic system belonging to another person.

The revision of Law Number 19 of 2016 in conjunction with Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE) is primarily to remove rubber articles whose interpretations vary and are easily interpreted unilaterally by law enforcement officials. Law Number 19 of 2016 in conjunction with Law Number 11 of 2008 concerning Electronic Information and Transactions. The amendment is in Article 26 (2): "Every person whose rights as intended in paragraph (1) have been violated may file a lawsuit for losses incurred based on this Law." Where there is room to sue if you experience losses due to online transactions as well as sanctions given in accordance with Article 45A of Law Number 19 of 2016 in conjunction with Law Number 11 of 2008 concerning Information and Electronic Transactions. Every person who deliberately and without right spreads false and misleading news which results in consumer losses in Electronic Transactions as intended in Article 28 paragraph (1) shall be punished with imprisonment for a maximum of 6 (six) years and/or a fine of a maximum of IDR 1,000. 000. 000.00 (one billion rupiah). This revision was carried out because in accordance with the Indonesian legal system adopted by Indonesia, namely civil law, Law Number 19 of 2016 has a real role in government to provide regulations for current real conditions where there is a lot of content on social media that violates decency, gambling, insults or defamation, blackmail and so on.

As more and more people shop online, changes have been made to payments and made it easier. As we know, currently many payments use payment gateways. With many additional promos being added, if consumers pay using this payment gateway.

Payment gateway is a system that authorizes the payment process from buyers to sellers. How the Payment Gateway works is:

1. A customer is on your e-commerce website and decides to buy a product or service.
2. Information regarding transactions is submitted to the payment gateway source connection.
3. The Payment Gateway then forwards the information to your bank's payment processor.
4. The payment processor forwards the transaction information to the association which explains that the card used is a Mastercard or Visa type.
5. Next, the relevant bank will receive this request and send a reply to the processor with a special code (here it will be seen whether the transaction was successful or failed).
6. The payment processor will send the message to the payment gateway, then it will be forwarded to your website and the card holder.

Currently there are 4 Payment Gateways that are often used for online shopping, namely:

1. Doku is a service in the form of an electronic wallet which is equipped with a credit card link feature and electronic money or cash wallet. Examples of those joining Doku are Mandiri and BCA banks. With Doku, consumers can shop online and offline at merchants who have joined Doku.
2. Finpay is a payment gateway managed by PT Finnet Indonesia, a subsidiary of Telkom Indonesia. So that many people use this payment, Finpay offers promotional prizes such as a Honda Beat motorbike, iPhone 6, and other gadgets when consumers frequently use this payment.
3. iPaymu is an Online Payment Processor that offers online payment solutions. iPaymu has integrated tools for e-commerce that consumers need as a means of online payment, with debit cards, credit cards, even money withdrawals and money transfers.
4. Veritrans is a payment company in Indonesia which operates in the field of providing online transaction payment services. Veritrans has collaborated with large companies, such as Garuda Indonesia, Blitz Megaplex, Sribu.com and Groupon Indonesia.

In every thing there are advantages and disadvantages. And with this payment gateway, there are also advantages and disadvantages, here are the advantages:

1. There are certain conditions when you want to create a new account, so that not just anyone can enter the data.
2. Increase the level of trust for websites/online stores.
3. Can monitor every transaction in real time.
4. Makes it easier to create sales reports, find out customer details, voids and refunds.
5. Faster and easier than the manual payment checking process for credit cards.
6. Safer than manual credit card processing.
7. Customers do not need to open your website and third party websites to make transactions.

While the weakness are:

- a) Cannot check account balance like online banking.
- b) Must have a good connection so that there is no downtime when accessing.

Finally, the part that includes online shopping is the delivery service. If we don't have this, how can the goods we order arrive? Companies or online shopping service providers must provide courier / delivery services. Packing/Packaging of Goods, The type and strength of the packaging greatly influences the goods you will send, whether the goods can survive without significant damage or not. The transportation used, sending goods by air, should first ask the goods delivery service company about the size and weight of goods that are allowed to be transported. Because for certain destinations there is a maximum limit for sending goods, for example by limiting each bag to only 150 kg. To send goods by land, you can use a truck or bus. Look for a goods delivery service that has a daily delivery schedule. It is quite difficult to know whether the delivery service company has a fixed delivery schedule or not. Because many goods delivery service companies wait to dispatch goods until they are fully loaded first.

Meanwhile, from a customer perspective, they expect companies to provide good service in terms of delivery, cost and on time. So things like this must be paid attention to by the company so that trust is maintained between sellers and buyers. With online shopping, it makes it easier for many parties to make transactions. However, there are still many people who want to act evil around us. So Indonesian law has also prepared laws to ensnare perpetrators of fraud in online buying and selling. The laws are Article 28 paragraph (1) of the ITE Law and Article 378 of the Criminal Code. Article 378 of the Criminal Code regulates fraud (explanation of the elements in Article 378 of the Criminal Code, and Article 28 paragraph (1) of the ITE Law regulates fake news which causes consumer losses in electronic transactions. Regarding the widespread fraud by providing accounts to transfer or pay money which is distributed via SMS (Short Messaging Services) or through other communication channels sent to the wider community, the Ministry of Communication and Information provides a portal which aims to help the public obtain bank account information that is suspected of being suspected of criminal activity.

Legal Protection for Online Transaction Consumers.

Online buying and selling activities are a new method that is currently quite developed, because it can make it easier for consumers to fulfill their shopping needs. Online transactions are an option because they have advantages, including being more practical and easier and can be done at any time as long as they have an internet connection, but on the other hand, they have a negative impact, namely the emergence of legal problems which can cause losses for consumers. The possibility of fraud cases is also very large, due to the lack of information that consumers often receive. Even though the legality of the transaction process has been explained in the Civil Code (KUHPer) in article 1458 which states: "The

sale and purchase is deemed to have occurred between the two parties, immediately afterwards these people reach an agreement regarding the object and its price, as well as the price not yet paid." Clearly this is additional work to provide a sense of comfort for both parties, especially because consumers have universal rights that must be protected, namely the right to security and safety as well as the right to correct information. In Indonesia, there is currently no specific law that regulates online transactions. Likewise, Law Number 11 of 2008 concerning Information and Electronic Transactions cannot be used as a basis for handling fraud cases in online transactions in Indonesia. The current law in Indonesia that can be used as a guideline in this case is Law Number 8 of 1999 concerning Consumer Protection (UUPK) because it aims to create a consumer protection system that contains elements of legal certainty and openness information and access to information, even though it does not specifically regulate online transactions. Several articles that can be used as guidelines in resolving cases of online transaction fraud are as follows: 1. Article 8 paragraph (1) letters d, e, and f which states that business actors are prohibited from producing and/or trading goods and/or services that are not appropriate with the quality, conditions and promises as stated in the label, description, advertisement or sales promotion of the goods and/or services. 2. Article 16 letters a and b which states that business actors in offering goods and/or services through orders are prohibited from not fulfilling orders and/or completion time agreements as promised and are prohibited from not keeping promises regarding services and/or performance. Based on what has been described above, it can be concluded that there is a need for legal certainty regarding protection for consumers who make online transactions. Apart from the fact that consumers have important rights that must be upheld, it is also to raise awareness among business actors so that they do not commit fraud against consumers. By raising awareness among business actors regarding the importance of consumer protection, an honest and responsible attitude in business will develop. In this case, apart from the existence of UUPK, regulations that specifically regulate online buying and selling activities are needed because they can not only provide protection for consumers but also online business actors, both sellers and consumers. Therefore, the need for legal protection for consumers who carry out online transactions is very necessary.

Understanding Electronic Transactions

Computers, computer networks, and/or other electronic media are used in electronic transactions which are legal activities. Contemporary variations of non-face-to-face interaction and signature (no face to face, no signature) electronic commerce. Electronic transactions (known as e-commerce) include a number of features, including the absence of written documents, the absence of boundaries (i.e., no physical barriers), and the absence of face-to-face meetings between the parties. All commercial transactions carried out using electronic means for processing and transferring data are referred to as electronic transactions, or e-commerce. Through communications networks, business information is exchanged, commercial relationships are maintained, and business transactions are carried out, according to Vladimir Zwass' definition of electronic transactions (or e-commerce). It is clear that electronic transactions, often known as e-commerce, are business transactions that involve buying and selling products and services while exchanging information and data through means other than print media. Therefore, it can be concluded that electronic transactions (also called e-commerce) are in theory a legal relationship between sellers and buyers where goods and services are exchanged. These relationships have the same basic principles as transactions traditional but carried out by exchanging data via intangible media (such as the internet) without the need for a physical meeting between the parties. Cash On Delivery (COD) Payments It is easier for customers to shop online thanks to the COD payment option, which allows them to pay for the goods they have ordered online in cash

when they arrive at the location. Shopee Marketplace Every person or entity established, residing or conducting business within the jurisdiction of the Republic of Indonesia, individually or jointly through an operating agreement, is considered a commercial agent, regardless of whether it is a legal entity or not. participate in the economy. Shopee is an online marketplace platform provider that connects sellers and buyers to facilitate online purchases via mobile devices.

Legal Protection for Consumers in E-Commerce Transactions from the Perspective of Legislation in Indonesia

E-commerce is becoming increasingly popular, and as a result, more customers will do business online. However, because these transactions involve long distances and the potential for fraud, consumers must be protected. This fraud may involve the legitimacy of the vendor, the nature of the product obtained, and the purchaser's purchase order and payment. Fraud involving the existence of a vendor, for example claiming that the seller or online business in question is fake. In relation to goods provided to customers, there are significant delays in delivery, including damaged or defective goods. The risk of loss in e-commerce transactions is higher for consumers than for business actors or merchants. Therefore, buyers in e-commerce transactions are in a very precarious position to negotiate for better terms because the buyer's rights in these transactions are very vulnerable. A country's need for consumer legal protection is often determined by facts and pressing issues. Legal agreements are used in e-commerce transactions to protect consumers and provide the level of certainty needed in business transactions. Consumers in Indonesia who engage in e-commerce transactions are not yet covered by consumer protection laws in Indonesia. In this context, legislative and conceptual approaches must be used to defend consumers' legal rights through legal harmonization and cooperation with law enforcement. As a result of the rights and obligations of both parties as outlined in Law no. 8 of 1999, especially Article 2, Article 4 paragraph (3), and Article 4 paragraph (6), "the right to obtain consumer guidance and education", and requirements for business actors as outlined in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, consumers in e-commerce transactions are legally protected. According to Law Number 8 of 1999 which regulates consumer protection, general rules regarding the definition of consumer protection are regulated in article 1 paragraph (1). In particular, any initiative to create legal clarity to offer consumer protection. This shows unequivocally that the article is understood as an embodiment of the state's commitment to upholding consumer rights when businesses interact for products and services. The word "product" is replaced by terminology in connection with the terms "product" and/or "service". Today, the word "goods" denotes a product or service. The concept of thing was the only meaning of the word "product" initially. To encourage success in commercial transactions, the increasing use of electronic commerce in Indonesia needs to be maintained and regulated. In order to implement Government Regulations on PMSE and customers in electronic trading, the government issued regulations, namely Law Number 7 of 2014 concerning Trade. The only difference between trading using electronic systems and conventional trading is that the parties involved do not interact directly with suppliers and buyers. These commercial transactions are carried out using computers, computer networks and/or other electronic media, in accordance with the ITE Law and PSTE Government Regulations. The rights and obligations of consumers are stated in Articles 4 and 5 of the UUPK, while the rights and obligations of corporate actors are stated in Articles 6 and 7. This paragraph very clearly defines how consumers and corporate actors should be positioned. A modern, successful nation and government oversight are both prerequisites for trade to thrive in harmony. The legal aspects of consumer protection that are directly related to consumers in the context of e-commerce transactions are those related to the obligations and limitations

given to corporate actors. Articles 8 to 17 of the Consumer Protection Law regulate several aspects of behavior that are prohibited from being carried out by corporate actors. If it can be proven that the products and/or services exchanged via e-commerce are in conflict with this clause, then this aspect can be enforced. Additionally, the issue involving the prohibition of deceptive advertising is relevant. Consumers and individuals are deceived into believing that certain products and/or services are in good condition. The trader is also responsible if the customer finds that the goods or services he has obtained do not comply with the terms of the contract. Articles 19 to 28 of the Consumer Protection Law regulate many aspects of accountability of corporate actors. When corporate actors engage in behavior that harms customers, this component is relevant. These losses can be in the form of destruction, contamination of products or services, or both, exchanged by traders. This accountability component applies to all business actors, both those engaged in the production of goods and/or services, as well as in the advertising sector and those importing goods from abroad or offering services. The specific limitations of this consumer protection law do not take into account advances in information technology, however Law Number 8 of 1999 concerning Consumer Protection is the institution that regulates consumer protection in this country. Agreements that can specifically be used to guarantee consumer protection in e-commerce transactions have been formed at the international level. Although it was not designed with consumer protection in mind for online buying and selling operations. According to Article 2 of the Law, the main objective of Consumer Protection is to protect consumers from: when in fact they are not. Regarding e-commerce transactions, business actors in this case 1. Increase consumer independence, self-defense skills and information so that consumers can protect themselves better; 2. Increase the dignity of customers by protecting them from dangerous excesses in the use of products and/or services; 3. Increase consumers' ability to determine, decide, and demand their rights as consumers; 4. Establish a consumer protection framework that provides legal clarity, knowledge and access to information; 5. Make business actors more aware of the value of consumer protection so that ethical and responsible business practices can be developed; 6. Improving the quality of goods and/or services to ensure the security, comfort and safety of customers as well as the continuity of the business that produces these goods and/or services. It is also important to emphasize that the lack of consumer education and understanding of their rights is a major contributing factor to the weakness of the consumer sector. Apart from the provisions in the Consumer Protection Law, criminal law, in this case the Criminal Code, can also be used to protect consumers to a certain extent. In fact, there is an additional type of insurance legal entity that can defend consumers in e-commerce transactions. From the information above, it is very clear that legislation governing this matter is needed for the purposes of consumer protection, especially for customers who transact business using electronic technology (e-commerce). This is because the current laws and regulations, especially those governing consumer protection, do not yet pay attention to these provisions.

Electronic transaction standards or guidelines previously regulated in Law no. 11 of 2008 needs to be studied more deeply. By looking at several different cases, we can see that there are several types of electronic transaction problems. The ITE Law, or Electronic Information and Transactions law, is the name given to the rules and regulations governing electronic information and transactions. In Indonesia, one or a collection of electronic data is what is meant by "electronic information". The convergence of the telecommunications and informatics industries has been a major force in the emergence and development of information technology law, and one of its influences has been to encourage the emergence of alternative methods of conducting business activities known as electronic commerce (hereinafter referred to as electronic commerce). The ITE Law is also the basis for e-commerce in Indonesia, namely for the legality of e-commerce contracts other than those

regulated in the Civil Code and UUPK. E-commerce refers to trade transactions in which a number of goods, services, or transfers of rights are sent between business actors and consumers or with other parties involved in the same contractual relationship. The government has issued Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions as an effort to create a safe and reliable transaction system. Consumers can file a lawsuit against business actors in conventional court settings or through organizations tasked with resolving problems between consumers and corporate actors (litigation) if they feel that business actors have unfairly harmed them by not complying with agreements reached based on Article 45 paragraph (1) UUPK. Article 45 UUPK paragraph 2 regulates that customers also have the option to resolve their problems without going through court or non-litigation.

The parties may choose to resolve their disputes amicably outside the courtroom. According to Article 1 Number 2 of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), trade or business carried out via electronic means is considered an electronic transaction. In the same way that contracts and purchase agreements between sellers and buyers take place electronically, internet-based companies are created through these transactions. Despite legislative modifications, electronic exchanges do not yet fully and clearly meet the legal criteria for electronic agreements. Even though E-Commerce is subject to government regulations, decisions of the Minister of Trade, and the Trade Law. However, Article 1320 of the Civil Code regulates the legality of agreements in Indonesia at a fundamental level, and this rule also applies to electronic agreements. The use of electronic agreements must be the same as the use of conventional agreements, as stated in article 18 paragraph 1 of the ITE Law. The legal basis for electronic commerce in Indonesia is established by Law Number 19 of 2016 concerning Electronic Information and Transactions, which covers various themes related to information technology and electronic commerce laws.

CONCLUSION

The practice of buying and selling online (E-commerce) is part of e-business, where the scope of e-business is quite broad, not just commerce but also includes collaboration with business partners, customer service, job vacancies, and so on. Apart from www network technology, e-commerce also requires database technology, email, and forms of non-computer technology which include several parts starting from offering, receiving, sending to the process of payment activities for this e-commerce. There are at least four parties involved in e-commerce transactions. These parties include: Companies providing goods (sellers), Buyers, Companies providing delivery services, Payment services, and Certification Authorities. The regulations regarding consumer protection are still in accordance with the online buying and selling trading pattern/e-commerce which is still relevant, with the existence of regulations governing it, namely, the Consumer Protection Law, the Civil Code Book III concerning Engagements, the Law regarding trade, and the ITE Law. So that several of these regulations provide protection for online consumers (e-commerce) in transactions if there are producers who will play with consumers. In responding to the rapid development of information technology, we must be more careful in terms of utilization. Because on the other hand, it can have negative impacts if its use is not monitored and addressed from a legal perspective. In Indonesia there are no statutory regulations that specifically regulate online buying and selling transaction activities in Indonesia. One legal product that can be used as a guide in this case is the UUPK. However, laws are still urgently needed against cases of fraud in online transactions, because apart from being able to provide protection for consumer rights, it also protects online business actors who have good intentions in online buying and selling businesses.

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