



## Legal Protection of Consumers with Online Transactions

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### ABSTRACT

With the existence of the developments that occur in cyber law are known as telematics the transaction system makes it easier for users. Cyber law or cyber law is used by utilizing the existence of communication technology is a form of development of telecommunications as an information medium. So, in relation to law, we are often faced with information regarding transaction communications, especially regarding it as evidence and actions carried out via electronic media systems. The legal problems that are often faced are related to information, communication and/or transactions, This research uses normative juridical methods using theoretical analysis and legal concepts research, the analysis includes theories, concepts, legal principles and legislation which consists of analysis of theories, concepts and legal principles and legislation related to research topic. The problem that occurs is related to the existence of information, communication in electronic transactions, especially in evidence related to legal actions carried out electronically system. It can be concluded: in the form of legal protection for online transaction consumers in accordance with the applicable regulations of Law Number 11 of 2008 regarding information and electronic transactions with provisions for legal protection for online transaction users. As well as the responsibilities of parties involved in online transactions as stated in the Law, especially Article 12 paragraph 2 concerning 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

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## **INTRODUCTION**

Significant development of internet technology this form of transaction is online. Online transaction behavior has become a habit in their lives. In online system trading, it is known as e-commerce in the form of buying and selling online system products and services using the internet and computer facilities. This condition creates business competition in the field of information engineering, 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, in the field of 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. In the very rapid progress of internet media in the form of online buying and selling system transactions

## **LITERATURE REVIEW**

Online shopping has become commonplace in people's lives today in particular in the trading system. In the trading system, an electronic trading system or e-commerce system for purchasing and selling products and services electronically using an internet computer network in online processes such as sales, delivery, service, marketing and payments. Meanwhile, consumers are every person who uses goods and services will be available in the community, for the benefit of themselves, their families and other people and other living creatures and will not be bought and sold. Online business is any business activity or business/interest that uses internet facilities to achieve goals (profit or profit). Consumer protection cannot be separated from buying and selling activities. In every trade, it is hoped that there will be a balance of rights and obligations for business actors (producers) and consumers. Consumer protection in Indonesia receives special attention both regarding regulations towards social welfare. Through equality between business actors and consumers, a prosperous and prosperous people can be created. In general and fundamentally, the relationship with producers (companies that produce goods and services) and consumers (end users of goods and services for themselves or their families is an ongoing relationship. This connection can arise from mutual desires of one another who have a high level of dependence on each other. Producers really need and are very dependent on the carrying capacity of consumers as customers. Therefore, with consumer support, producers are able to guarantee business continuity 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.

Other conditions provide benefits for consumers, considering that the goods and services needed can be met, but on the other hand, as consumers and producers are in an unbalanced condition, namely that consumers are in the position of the weak party because as consumers they are limited to being the object of the business activity. In order to gain profits through promotional tips, sales methods that will harm consumers. Currently, legislation in Indonesia cannot be used as a guide, namely the consumer protection law, because it is for the purpose of progress in creating a consumer system containing elements of legal certainty and transparency as access to information, although not strictly upheld, but also increases the level of awareness of business actors so that does not commit any form of fraud on consumers.

## **METHODOLOGY**

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.

In this writing it is normative in nature by refers to legal protection for consumers in online make buying and selling which examines the norms and principles of legal reform with conditions that occur juridically, there are legal incidents in society as well as legal problems according to with 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.

## **RESULTS AND DISCUSSION**

In carrying out Transacting online via the internet, Budhiyanto's opinion was quoted by Didik M.Arief Mansur and Elisatris Gultom, the parties involved in the transaction:

1. For entrepreneurs who have made offers for their products via the internet.
2. It is not prohibited for buyers as consumers as the regulations stipulate that it is permissible to accept offers from sellers as entrepreneurs who carry out buying and selling transactions for products produced to be offered.
3. For the bank as an intermediary for both parties whose job is to distribute and receive funds from consumers as buyers to traders or entrepreneurs, where in electronic transactions, sellers and buyers do not meet in person, with different locations so the payment system is carried out via intermediary called a bank.
4. Payment services.
5. Certification Authoritis, is a neutral third party who holds has the right to issue certificates to traders, as well as in some cases to rights holders.

In carrying out Buying and selling via the internet is the same as buying and selling transactions as is usually done in reality, which is carried out by parties who are directly involved in buying and selling transactions via the internet, not meeting face to face, just communicating via internet media, which can be done via SMS, and reach an agreement between the seller and the buyer. For the implementation of e-commerce, in transactions between both parties 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 carrying out online transactions, buyers often encounter irresponsible sellers because this is because both parties, the seller and the buyer, did not meet in person at the time of the agreement, they can obtain maximum profits from commercial actors. The advantages of online transactions are found by buyers irresponsible seller behavior. This makes it easier for the seller for this reason, each party does not meet face to face at the time of the contract.

Therefore, just like traditional transactions, you need To ensure security, online transaction systems must be given legal protection 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. In accordance with Article 1313 of the Civil Code, an agreement is an act that binds the parties to one or more people while for buying and selling, an agreement between the seller and the buyer to provide something for sale and the party who pays. the agreed value of goods at an agreed, agreed and binding price. As the Consumer Protection Law is a guideline for business actors and consumers in conducting their business fairly without harming consumers. In the current digital era, consumer protection is very important, remembering that sellers and buyers are limited to using the principles of a trust system in transactions or making agreements. Don't let e-commerce become a means for

irresponsible people to market their products. Regarding consumer protection, changes Law Number 11 of 2008 regarding information and electronic transactions specifically regulated in Law Number 19 of 2008, and Article 26 (1) is regulated by law. Personal information must be made with the consent of the parties concerned. Therefore, sellers and buyers can fulfill the obligations within 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) Law Number 19 of 2016 regarding Information and electronic transactions. Namely, the government provides protection of public interests against all kinds of disturbances, including :

The impact of misusing information in 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 implementation in purchasing and selling becomes dissatisfied with the results obtained. The provisions of law Number 8 of 1999 regarding Consumer Protection are called UUPK, consumers have an important position in sales and purchase agreement transactions. In Article 1 paragraph (1) UUPK provides consumer protection in accordance with statutory regulations. In legal protection for consumers. Article 1 paragraph (2) of the Consumer Protection Law is a consumer who uses goods or services available in society for the benefit of himself, his family or other people. And other organisms, not the purpose of the transaction. Pasa; 1 paragraph (3) UUPK, namely a business actor, any individual or business entity established and residing or carrying out activities in the jurisdiction of the Republic of Indonesia, whether in the form of a legal entity or non-legal entity, either individually or jointly. This is also 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) Advantages of the online buying and selling system for business actors: a) In general, business actors sell their products to consumers in a larger number and with many products. In this way, the company can reach a wider market so that a company is able to reach more widely, even

to various other countries or abroad without having to open a shop in the destination country according to applicable regulations benefits of E-Commerce with legislative provisions for consumer protection. b) minus company infrastructure, companies or business owners do not have to open sales and distribution branch offices, but many e-commerce companies still open storage and production warehouses in various countries to make it easier for consumers to send goods. c) Able to reduce company costs and increase profits, with e-commerce business actors no longer need to spend more to set up or provide many shops or warehouses and many employees. This will increase profits due to reduced company operational costs. d) It will reduce product prices so that the price of goods can be reduced to as cheap as possible by accumulating several of these benefits, so that consumers are more interested in buying and the reach in marketing is also wider from all levels of society wherever they are. 2) With the existence of an online e-commerce system for consumers: a) Shopping is different from shops which are generally closed at night, such as bookshops which are open from 09.00 to 21.00 at night. The online bookstore can be opened for checking and purchasing within 24 hours a day, Vulnerable time of 7 days without stopping. b) able to 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 can make accurate comparisons. The e-commerce system is online-based, so consumers can align with many products at once, all you have to do is click. However, this is not the case if it is in a shop, e) For buyers who cross countries via e-commerce, buyers can easily buy goods or services from distant places across countries without having to go to the destination country. For example, buyers can order original Nike shoes from the USA without having to go to America. In reality/ in practice, the implementation of The online buying and selling system prioritizes legal protection for consumers because it prioritizes the principles and in accordance with the objectives expected for consumers that the consumer protection law, Article 1 point 1 concerning principles Article 3 of the Law relates to consumer protection with the aims and objectives of consumers. 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 to keep private information confidential to people without any reason, such as changing transaction information midway or carrying out acts of falsifying the server which results in deceiving many people into giving away their confidential information voluntarily, such as being hypnotized by things things that are not common, for example low prices or very attractive offers.

Provisions for consumer protection in accordance with online transactions 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 concerning consumer rights which include the right to comfort, security and safety in the context of consuming goods and services, the right to choose goods and services and obtain goods and services in accordance with the exchange rate and terms and guarantees agreed upon, the right to be treated and served correctly and honestly without being discriminatory, the right to receive compensation, compensation or replacement if the goods and services received are not as agreed or 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 services, the right to choose goods and services and obtain goods and services in accordance with the value and guarantee conditions agreed upon, the right to be treated and served correctly and honestly without being discriminatory, but consumers also have the right to obtain protection in order to obtain compensation, compensation or replacement if the goods and services received are not in accordance with what was agreed or do not correspond to what was agreed as intended. 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. In book III of the KUH Per matters of engagement. The third book on matters of engagement regulates rights and obligations arising from agreements, unlawful acts and other events that create individual rights and obligations, by adhering to an open system (open system), meaning that to the parties in entering into free contracts with anyone, by determining the terms, implementation and form of the contract, in writing or verbally. 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. Economic elements are prepared and implemented to increase general prosperity through the implementation of economic democracy through the principles of togetherness, efficiency, justice, sustainability, environmental awareness.
4. In law No. 19 of 2016 (ITE) every person intentionally and without rights or against the law who intercepts electronic information or electronic documents on computers and certain electronic systems belonging to other people.

Amendment to Law No. 19 of 2016 Jo Law no. 11 of 2008 regarding Information and Electronic Transactions (ITE) is primarily to remove rubber articles whose interpretations vary and are easily interpreted unilaterally by law enforcement officials. Law No. 19 of 2016 Jo Law No.11 of 2008 regarding Information and Electronic Transactions. Amendment to Article 26 (2): Every person whose rights referred to in paragraph (1) are violated can file a lawsuit

for losses arising from the 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 Law No. 18 of 2016 Jo Law no. 11 of 2008 p. Information and Electronic Transactions. Every person who deliberately spreads false and misleading news which results in consumer losses in electronic transactions in accordance with Article 28 paragraph 1 will be punished with imprisonment for a maximum of 6 years and a fine of IDR 100,000,000. Maximum 1,000,000,000 billion rupiah. Changes were made to comply with the Indonesian legal system adopted by the Indonesian nation, 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.

Undang-Undang Nomor 19 Tahun 2016 juncto Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik. Setiap orang yang dengan sengaja dan tanpa hak menyebarkan berita bohong dan menyesatkan yang mengakibatkan kerugian konsumen dalam Transaksi Elektronik sebagaimana dimaksud dalam Pasal 28 ayat (1) dipidana dengan pidana penjara paling lama 6 (enam) tahun dan/atau denda paling banyak 100 juta rupiah. maksimal Rp 1.000. 000.000,00 (satu miliar rupiah). Revisi ini dilakukan karena sesuai dengan sistem hukum Indonesia yang dianut Indonesia

Perundangan No. 18 tahun 2016 Jo Undang-Undang No. 11 tahun 2008 hal Informasi dan Transaksi Elektronik. Bagi setiap Orang dengan sengaja menyebarkan berita bohong dan menyesatkan yang mengakibatkan kerugian konsumen dalam Bertransaksi Elektronik sesuai Pasal 28 ayat 1 akan dipidana dengan penjara paling lama 6 tahun dan denda sebesar Rp 100.000.000 rupiah. Maksimal 1.000.000.000 Meliar rupiah. Perubahan dilakukan agar sesuai dengan sistem hukum Indonesia yang dianut Bangsa Indonesia 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 violations of morality, gambling, insults or defamation, and extortion.

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.

Poor payment system in the buyer's payment process to the seller :

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 purchasing online and offline systems from 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 weaknesses are :

1. Cannot check account balance like online banking.
2. 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 legislative provisions have prepared regulations through law to reduce legal action for online buying and selling fraud. Legislation Article 28 paragraph 1 of the ITE Law and Article 378 of the Criminal Code. Article 378 of the Criminal Code regulates fraud and Article 28 paragraph 1 of the ITE Law regulates fake news which results in losses for consumers 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 transaction activities are a new method that is currently developing rapidly, this is because it makes it very easy for consumers to make purchases. Buying and selling online is the main choice because it has very good advantages because it is very practical and easier and can be done in any place and in any situation as long as there is an internet network connection, however there is a negative side which has an impact on legal issues which result in harming the interests of consumers. With the emergence of legal action in the form of fraud which often occurs, there is a lack of information for consumers. In the transaction process, it is clearly explained in the Civil Code Law in Article 1458, it is explained that "The sale and purchase is deemed to occur between two parties, after which the people who carry it out have agreed on the object and its rights, including those that have not been paid for. This is what is meant by additional efforts to provide a sense of comfort for both parties, if consumers have universal rights that must be protected, namely the right to security and safety and the right to correct information. As a basis for law in Indonesia as a

guideline, namely Law No. 8 of 1999 regarding Consumer Protection (UUPK) whose aim is to create a consumer protection system containing elements of legal certainty and openness.

The development of information media is not specifically regulated regarding online transactions. There are articles as guidelines for resolving the problem of fraudulent online transactions including: 1. Specifically Article 8 paragraph 1 letters d, e and f which states that business actors are prohibited from producing and trading goods and services that do not comply with the quality, terms and promises contained in the label, description, advertising or promotion in the sale of goods and services. 2. Article 16 letters a and b state that when offering goods and services through orders, business actors are prohibited from not fulfilling the order or agreement on the promised completion time and are prohibited from not fulfilling promises regarding services and implementation. In accordance with this description, it is concluded that there is a need for legal certainty regarding the protection of consumers who make online transactions. For this reason, consumers have very important rights that must be respected and respected, this is to increase awareness for business actors so that they do not commit acts of fraud against consumers. For this reason, it is hoped that an honest and responsible spirit and attitude will be developed in running their business. With UUPK funds, regulations specifically governing online transaction activities are also needed, this will provide protection for both sellers and buyers. For this reason, there is a need for legal protection for consumers who make online transactions.

#### **Understanding Electronic Transactions.**

Computers, computer networks, and/or other electronic media are used in electronic transactions which are legitimate 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 two parties did not meet face to face. 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 When purchasing or selling products and services, you can share information and information 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.

1. 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.
2. Shopee Marketplace Every person or entity established, residing carry out business activities 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.

### **In Terms of Legal Protection for Consumers in E-Commerce Transactions from Perspective of Legislation in Indonesia**

E-commerce transactions are increasing rapidly 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 consumer e-commerce transaction actions are in a better position than for business actors or merchants. Therefore, buyers e-commerce transaction activities have a very important 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 Guarantees of certainty are 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. The impact of the rights and obligations of both parties is explained in Law no. 8 of 1999, Article 2, Article 4 paragraph 3 and Article 4 paragraph 6, the right to obtain guidance and education for consumers, as well as requirements for business actors are stated in Article 7 of Law no. 8 of 1999 regarding consumer protection for consumers in e-commerce transactions are legally protected. According to Law No. 8 of 1999 regulates consumer protection, as well as general rules regarding the meaning of consumer protection as regulated in article 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. It is important to protect consumers who have a direct relationship with consumers in the context Online transactions and e-commerce are related obligations and limitations given to corporate actors. Kondisi Pasal 8 sampai Pasal 177 UU Perlindungan 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 Consumer protection legislation has regulated 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 carry out internal production of goods and services as well as marketing from advertising and bringing in from outside 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 Legislation No. 8 of 1999 regarding Consumer Protection is an institution that regulates domestic protection issues, 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 In article 1 number 1 of Law No.11 of 2008 regarding

electronic information and transactions, 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 The provisions of article 18 paragraph 1 of UITE which are legal provisions for electronic commerce in Indonesia have been stipulated in Law No. 19 of 2016 regarding information and electronic transactions which cover various themes related to information technology legislation and electronic commerce.

## **CONCLUSIONS AND RECOMMENDATIONS**

The act of buying and selling online (e-commerce is an e-business system whose scope is e-business broadly, it is not only limited to trading but also involves collaboration with business partners, service to customers, including job vacancies and so on. So Also, internet networks for e-commerce also need a database, 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 Authoritis. 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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