



## LEGAL PROTECTION AGAINST CONSUMERS IN E-COMMERCE TRANSACTION

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### Abstraction

With the characteristics of e-commerce like this, consumers will face various legal problems and the current legal protection regulations for consumers have not been able to protect consumer rights in cross-border e-commerce transactions in Indonesia. In e-commerce transactions, there are no more country boundaries, so the consumer protection laws of each country like Indonesia's will not be enough to help, because e-commerce operates across borders. In this connection, legal protection for consumer rights must be carried out with an international approach through harmonization of law and cooperation with law enforcement institutions. In 2008, the Indonesian government issued Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions. In this Law on Information and Electronic Transactions, it is regulated regarding electronic transactions, one of which is activities regarding buying and selling in this internet media.

**Keywords: E-Commerce, Consumers, Legal Issues.**

### Introduction

In the current era of technology, developments occur in all aspects of life, including trading activities. At first, trading was carried out in a conventional way, namely by meeting sellers and buyers to make buying and selling transactions. Along with the



development of technology, the market as a meeting place for supply and demand has changed. Buyers and sellers no longer have to meet face to face to make transactions. The emergence of the internet as a new medium, pushes this change to be more advanced. The speed, convenience, and low cost of the internet are considered by many people to use it, including for making transactions

With the advent of internet media, distance and time are no longer an obstacle for everyone to make transactions. Apart from communicating, the internet has unexpectedly developed into a medium for doing business. Buying and selling transactions made through the internet are basically the same as buying and selling transactions in general

With trading via the internet, virtual business systems have also developed, such as virtual stores and virtual companies, business people run their business and trade through internet media and no longer rely on real conventional company businesses. With this phenomenon, namely the increasingly advanced science and technology which is the driving force for productivity and efficiency producers of goods or services they produce in order to achieve business goals, then legal protection for consumers is seen as very important. Because in the pursuit of productivity and efficiency, in the end, either directly or indirectly, it is the consumer who bears the impact.



## **Legal Protection for E-Commerce Consumers**

One of the results of the development of information technology is buying and selling transactions carried out through electronic media with the internet network or also known as e-commerce. Electronic Commerce (e-commerce) is the process of buying, selling and exchanging products, services and information through computer networks. E-commerce media involves the use of the internet, the world wide web, and applications on smartphones. The character of the communication industry, which includes the internet network, allows business actors to transact with anyone and anywhere.

With the characteristics of e-commerce like this, consumers will face various legal problems and the current legal protection regulations for consumers have not been able to protect consumer rights in cross-border e-commerce transactions in Indonesia. In e-commerce transactions, there are no more country boundaries, so the consumer protection laws of each country like Indonesia's will not be enough to help, because e-commerce operates across borders. In this connection, legal protection for consumer rights must be carried out with an international approach through harmonization of law and cooperation with law enforcement institutions. In 2008, the Indonesian government issued Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions. In this Law on Information and Electronic Transactions, it is regulated regarding electronic transactions, one of which is activities regarding buying and selling in this internet media.



In Article 1 paragraph (2) of this Law on Information and Electronic Transactions, what is meant by electronic transactions are "legal acts carried out using computers, computer networks, and/or other electronic media". In accordance with the above understanding, buying and selling activities carried out via a computer or mobile phone can be categorized as an electronic transaction. The Electronic Information and Transaction Law also requires business actors to provide complete and correct information. This obligation is contained in Article 9 of the Law on Information and Electronic Transactions which reads: "Business actors who offer products through electronic systems must provide complete and correct information relating to contract terms, producers, and products offered" including:

1. Information containing the identity and status of legal subjects and their competencies, both as producers, suppliers, providers and intermediaries;
2. Other information that explains certain things that are conditions for the validity of the agreement and explains the goods and/or services offered such as names, addresses, and descriptions of goods/services.

Buying and selling transactions through internet media, will usually be preceded by a sale offer, an offer to buy and an acceptance of a sale or an acceptance of a purchase. Before that it was possible to offer electronically, for example through websites on the internet or through postings on mailing lists and newsgroups or through invitations to customers through a business to customer model, in which case between business actors and consumers can only communicate through internet media. and do not do face-to-face in making an agreement, and here the question arises whether only with an agreement and not with a written agreement an agreement can be carried out if you look at the development of a very advanced era with the existence of this technology which is no longer a paper based economy,



## Conclusion

The legal basis for e-commerce in Indonesia is Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2016 concerning Information and Electronic Transactions (ITE). The ITE Law for e-commerce transactions is to:

1. Recognition of transactions, information, documents and electronic signatures within the framework of the law of engagement and the law of evidence, so that the legal certainty of electronic transactions is guaranteed.
2. Classification of actions that include the qualification of legal violations related to the misuse of information technology accompanied by criminal sanctions.

The agreements used in e-commerce activities are basically the same as agreements made in conventional transactions, but the agreements used in e-commerce are agreements made electronically or through an electronic system (Article 1 Number 17 of the ITE Law).

The e-commerce business is currently experiencing a fairly rapid development due to the increasing number of online shopping sites in Indonesia. In the online shopping system, when a consumer decides to buy a product, it is unavoidable that there are risks that can occur and are accepted by the consumer. The risk in question is in the form of fraud, for example the virtual store in question is a fictitious store, there is a delay in delivery to consumers, there is damage/defect to the goods sent, the condition of the goods received does not match what is offered on the internet, and other things. anything else that might happen.



Guarantees of legal certainty for consumers in conducting e-commerce transactions are needed to foster consumer confidence. To protect against these losses, the legal protection that can be given to consumers is in Law Number 8 of 1999 concerning Consumer Protection (UUPK). The UUPK regulates the rights and obligations of consumers, including:

#### Article 4

##### Consumer Rights :

1. The right to comfort, security, and safety in consuming goods and/or services;
2. The right to choose and obtain goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
3. The right to correct, clear and honest information;
4. The right to have their opinions and complaints heard;
5. The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
6. The right to receive consumer guidance and education;
7. The right to be treated or served correctly and honestly and not discriminatory;
8. The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not properly.

#### Article 5

##### Consumer Obligations:

1. Read or follow information instructions and procedures for the use or utilization of goods and/or services, for security and safety;
2. Have good faith in making transactions for the purchase of goods and/or services;
3. Pay according to the agreed exchange rate;
4. Follow legal efforts to settle consumer protection disputes properly.

In addition, articles 8 and 9 of the UUPK are more clearly regulated regarding several actions that are prohibited from being carried out by business actors, in this



case trading in goods and/or services that are not in accordance with the conditions stipulated in the article. Article 16 of the UUPK states that business actors in offering goods and/or services through orders are prohibited from:

1. Not keeping orders and/or agreed completion times as promised.
2. Not keeping a promise for a service and/or achievement.

Furthermore, Article 19 of the UUPK also regulates compensation for defective products, where defective goods are the responsibility of the producer/business actor. This is clearly regulated in the provisions of Chapter VI concerning the Responsibilities of Business Actor.

Other regulations that specifically regulate electronic commerce or e-commerce transactions are Government Regulation no. 80 of 2019 (PP 80/2019) Regarding Trading Through Electronic Systems. This PP regulates parties who carry out activities through electronic systems, including:

1. Definition and Scope of Trading Regulations
2. Trading Terms
3. Trade Organizing
4. Obligations of Trading Business Actors
5. Proof of Trading Transactions
6. Electronic Advertisement
7. Offer, Acceptance and Confirmation
8. Electronic Contract
9. Protection of Personal Data
10. Payment In Trade
11. Delivery of Goods and Services
12. Exchange of goods or services and cancellation of purchases in trade
13. Trade Dispute Resolution
14. Guidance and supervision
15. Administrative Sanctions



PP 80/2019 also stipulates that if trading activities through the electronic system harm consumers, consumers can report their losses to the Minister (who organizes affairs in the trade sector) and the reported business actor must complete the report. If this is not done, then the business actor can be included in the Priority List for Supervision by the Minister which can be accessed by the public.

Thus, related to legal protection that can be provided to consumers in e-commerce activities, it refers to the ITE Law, UUPK, and PP 80/2019 above.

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Consumer Protection Act No. 8 of 1999 can protect consumers in e-commerce transactions.