



## **Legal Protection of Business Actors in the Concept of Business to Business**

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### **Abstract**

The purpose of this study is to examine how business actors are legally protected when conducting electronic commerce. This research uses a normative legal approach through conceptual and normative approaches, where this study is connected with relevant legal principles and laws and regulations. The nature of analytical descriptive research was used in this study. The findings of this study include legal protection in the concept of business-to-business e-commerce, including contract terms, electronic evidence, and obligations of the parties, as well as legal protection in e-commerce contracts and legal protection. In a legal setting, each party is subject to obligations and rights. Because transactions in the practice of electronic trading usually involve two parties. Every party to the transaction, including the seller and the buyer, has obligations and rights that must be exercised consciously. This is because there is no legal protection for online buying and selling transactions. The government, which acts as a regulator, is currently reviewing Law No. 19 of 2016 in the preparation of electronic information and transactions and the Consumer Protection Law.

**Keywords:** Legal Protection; Business Actors; Business to Business Concept

### **Introduction**

Nowadays, the development of technology (internet) is so fast, making it easier for everything that was once considered difficult and realizing everything that was once considered impossible to happen. The rapid development of technology (internet) creates a condition that wants everything to be fast, comfortable, lightweight, and easier.<sup>1</sup> The presence of technological developments (internet) is a form of great revolution for human life and a form of radical change in the construction of human civilization. The internet has been able to create a time and space version of the internet

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<sup>1</sup>Erie Hariyanto, "Problematika Dan Perlindungan Hukum E-Commerce Di Indonesia," *Al-Ihkam Jurnal Hukum Dan Pranata Sosial* 4, no. 2 (2009).



itself, has a non-existent, timeless nature, and has a range of access to the whole world without having restrictions, even if it is a limitation of geographical conditions.<sup>2</sup>

It is undeniable that technological advances have a significant impact on every aspect of life in this modern era, including business aspects that are very profitable for both buyers and sellers, because it does not require the requirement of face-to-face meetings in transactions. This is because buying and selling transactions can be directly accessed via the internet and mobile devices.<sup>3</sup> In addition, another convenience that can be felt is that customers who buy a certain product are not required to leave the house or come directly to the store. This condition is very relevant to the condition that is currently spreading in almost every country, namely the Covid-19 Pandemic. So it is not surprising, that the consumptive growth of online shopping during the Covid-19 Pandemic has increased so significantly.<sup>4</sup> With the development of technology (internet) whose activities rely on digitalization and are driven by the Covid-19 pandemic, increasingly making digital economic activities in demand, which in the end digital economic activities switch to online transaction activities or generally people call e-commerce.

In Indonesia, the development of e-commerce can be considered so rapidly, it has become a trend and even entered the category of needs.<sup>5</sup> E-commerce is a type of business activity that involves the use of electronic technology to connect organizations, customers, and the general public through digital exchanges. E-commerce is based on the idea of a paperless business. Transactions are in great demand from both producers and consumers because doing business online is very profitable

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<sup>2</sup> Dian Eka Wati, Madnasir, and Syamsul Hilal, “Analisis Dampak Covid-19 Terhadap Perilaku Belanja Online Pada Ibu-Ibu Pegawai Honorer Di Kantor Pemerintah Daerah Kabupaten Tanggamus Perspektif Ekonomi Islam,” *Jurnal Ilmiah Ekonomi Islam* 8, no. 3 (2022).

<sup>3</sup> Imam Syahputra, *Problematika Hukum Internet Indonesia* (Jakarta: Prenhallindo, 2002).

<sup>4</sup> Ade Faulina, Rahmi Surya Dewi, and Ermita Arif, “Fenomena Online Shopping Sebagai Gaya Hidup Dan Strategi Pemberdayaan Ekonomi Umat Islam Di Masa Pandemi Covid 19,” *TATHWIR Jurnal Pengembangan Masyarakat Islam* XII, no. 1 (2021).

<sup>5</sup> Shabur Miftah Maulana, Heru Susilo, and Riyadi, “Implementasi E-Commerce Sebagai Media Penjualan Online (Studi Kasus Pada Toko Pastbrik Kota Malang),” *Jurnal Administrasi Bisnis (JAB)* 29, no. 1 (2015).



for many parties.<sup>6</sup> In fact, both consumers and producers benefit greatly from the presence of e-commerce.

Shopping online has changed the way consumers buy the products they want, while making product marketing easier for manufacturers. It can be said that e-commerce will emerge as a new economic engine in the field of technology as it makes paperless business transactions more convenient and prevents stakeholders from meeting physically. The growth of e-commerce is very visible, not only in developed countries but also in developing countries such as Indonesia. Many of the advantages of e-commerce are impractical or impossible to obtain using conventional business techniques. The advantages of e-commerce can basically be divided into 2 (two) categories: advantages for sellers and profits for buyers.<sup>7</sup> If used well, the benefits can boost consumer confidence in online shopping, which can boost the economy. E-commerce eliminates all the customary formalities associated with conventional transactions as well as consumers naturally have more freedom to collect and compare information about products and services without being limited by geographical (unlimited) boundaries.

Business-to-business transactions often occur in the general supply chain for goods, where manufacturers purchase parts and goods such as raw materials for the production of goods. Business-to-consumer transactions can then be used to sell them to individuals. Business-to-business refers to interpersonal communication between staff members of various businesses, as happens on social media.<sup>8</sup>

The manner of electronic exchange of business documents between applications digitally in business-to-business transactions using electronic data transmission is governed by a standard format agreed upon by the parties involved. Electronic transactions are defined as legal acts carried out using a computer, computer network,

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<sup>6</sup> Abdul Halim Barkatullah, *HUKUM TRANSAKSI ELEKTRONIK DI INDONESIA (Sebagai Pedoman Dalam Menghadapi Era Digital Bisnis e-Commerce Di Indonesia)* (Bandung: Penerbit Nusa Media, 2017).

<sup>7</sup> Susanto et al., *Pengantar Hukum Bisnis* (Tangerang Selatan: UNPAM PRESS, 2019).

<sup>8</sup> Indra Muchlis Adnan, Sufian Hamim, and Tiar Ramon, *Hukum Bisnis* (Yogyakarta: Trussmedia Grafika, 2016).



or other electronic device.<sup>9</sup> The definition is in accordance with what is stated in Article 1 Number 10 of Law Number 11 of 2008 concerning Electronic Information and Transactions (Hereinafter referred to as the Law on Information & Electoral Transactions). The aforementioned rules are reflected in electronic buying and selling transactions. The legal relationship formed by the contract, which is also resolved electronically and in accordance with Article 1(18) of the Electoral Information & Transaction Law, is applied by the parties to the electronic sale and purchase. As one of the electronically formed contracts, contracts included in electronic documents or other electronic means, such as e-mail, are treated as a means of written communication in electronic affairs.

Income level is one of the many factors, in particular, that have a huge impact on a company's profits. The operational inefficiency of the operations manager and marketing manager units caused the incident. The tasks they perform often overlap. The financial sector does not have a computerized calculation of production costs and a precise and clear division of territories for retailers, which causes companies to lose money due to incorrect calculations. On the other hand, information about business transactions with other companies is usually not supported by the daily process of updating data, and there is no effective and functional payment or intra-company relationship with value based on time and activity between companies. Decentralized methods are still used by shipping process merchants, which slows down business operations.<sup>10</sup>

In the position as stated above, business partners are in a very precarious position considering the situation mentioned above because the warehouse process does not have a computerized data collection process for the purchase of product inventory and the company does not have a computerized registration process for guaranteed products (damaged and not repaired). When a company loses money as a result of a significant decrease in product sales. For this reason, legal protection in the field of electronic

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<sup>9</sup> Barkatullah, *HUKUM TRANSAKSI ELEKTRONIK DI INDONESIA (Sebagai Pedoman Dalam Menghadapi Era Digital Bisnis e-Commerce Di Indonesia)*.

<sup>10</sup> Mohammad Subketi et al., "E-Commerce Untuk Mendukung Business to Business Menggunakan Dynamic Dbmss: Studi Kasus Pada Perusahaan Dagang Cross Tech," *ComTech* 3, no. 1 (2012).



commerce is very important, as is the protection of commercial operators who use the Internet in accordance with Law Number 8 of 1999 concerning Consumer Protection (Hereinafter referred to as Regulation on Consumer Protection). However, in reality, the current regulations are still unable to answer the problems that arise today. Therefore, strong legal protections are still needed to provide a deterrent effect on activities that are nuanced criminal acts. In the context of the idea of trading through electronic transactions, the purpose of this study is to analyze the legal protection of traders.

### **Method**

As an effort to find a solution to the problem as above, researchers use doctrinal types of research<sup>11</sup> or normative juridical research.<sup>12</sup> In this study, secondary data processing sourced from primary legal data was used to apply a normative legal approach.<sup>13</sup> Then, this study also used all three legal materials: primary, secondary, and tertiary. Using a conceptual and normative approach, this study is connected with legal theories, relevant laws and regulations, and other laws and regulations.

### **Result and Discussion**

It is undeniable, that developments in all aspects of social life also affect the economy, society, and culture. This is the impact of information technology. Changes that can be seen and prominent are changes in the economic field.<sup>14</sup> Major developments transformed the conventional or manual economic system into a digital economy system with the help of electronics. In the current era of globalization, the most prominent feature of the digital economy is its rapid growth and development rate, which encourages mankind to have entered the era of free markets and free competition. Brought by the internet, the world economy is entering a new, more popular phase, namely the digital economy, the hallmark of its existence is the expanding economic

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<sup>11</sup> Peter Muhammad Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2013).

<sup>12</sup> Johnny Ibrahim, *Teori & Metodologi Penelitian Hukum Normatif*, (Malang: Bayumedia Publishing, 2012).

<sup>13</sup> Abdulkadir Muhammad, *Hukum Dan Penelitian Hukum* (Bandung: Citra Aditya Bakti, 2004).

<sup>14</sup> Edy Santoso, *Pengaruh Era Globalisasi Terhadap Hukum Bisnis Di Indonesia* (Jakarta, 2018).



activities that use the internet as a medium of communication, collaboration and cooperation.<sup>15</sup>

Electronic commerce (also known as e-commerce) is a new form of commerce that is valued higher than traditional commerce. Conventional payment methods, doing business over the phone rather than in person, have evolved from face-to-face transactions between buyers and sellers. In addition, internet-based remote businesses that do not require meetings with partners. The trading system used in e-commerce is created in a way that allows electronic signatures.<sup>16</sup> The use of the internet for electronic commerce has had a very positive impact, making it possible to conduct international relations quickly, simply, and sophisticatedly without the constraints of current time and space.

It can be said that e-commerce is a new economic driver in the field of technology, especially in Indonesia, because transactions are simpler without the need for paper and pens, agreements to meet directly with economic actors are no longer needed, and so on. The impact of this development is felt both positively and negatively. This is because the use of online networking businesses for communication has expanded the role and function of the business while increasing convenience and effectiveness. The downsides of these developments are related to concerns about information security when conducting business through online shopping platforms and the implementation of statutory security guarantees. The legal agreement of buying and selling goods in electronic commerce is actually a sale and purchase of goods that have attractiveness, the exchange of which is not silver or bronze, but the goods are negotiable and available immediately (not delayed), and there is no error in any position before the buyer or not, goods, shapes and forms, or goods known in advance.<sup>17</sup>

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<sup>15</sup> Tetanoe Bernada, “Upaya Perlindungan Hukum Pada Konsumen Dalam Transaksi E-Commerce Untuk Mendukung Pertumbuhan Ekonomi Digital Di Indonesia,” *Jurnal Hukum Dan Peradilan* 6, no. 1 (2017).

<sup>16</sup> Sulaiman, Nur Arifudin, and Lily Triyana, “Kekuatan Hukum Digital Signature Sebagai Alat Bukti Yang Sah Di Tinjau Dari Hukum Acara Perdata,” *Risalah Hukum* 16, no. 2 (2020).

<sup>17</sup> Presly Prayogo, “TANGGUNGJAWAB PELAKU USAHA TERHADAP KONSUMEN DALAM JUAL-BELI MELALUI INTERNET (Kajian Terhadap Pemberlakuan Transaksi Elektronik Dan Perlindungan Hukum),” *Lex et Societatis* 2, no. 4 (2014).



The act of buying and selling goods refers to any general activity carried out between the seller and the buyer using an exclusive generic method that declares ownership for good and is based on mutual acceptance. The Regulation on Consumer Protection applies to protect consumers when they buy and sell goods online also controls the liability of contractors in consumer commercial contracts.<sup>18</sup> In accordance with Article 24 of the Regulation on Consumer Protection that: "Entrepreneurs who sell goods and/or services to other operators are responsible for claims for compensation and/or consumer requirements when:

1. Other businesses market their products and/or services to customers without making any modifications.
2. Other business owners make purchases and sales without realizing that the merchant's goods and / or services have changed or are not in accordance with their example, quality, or composition. According to the Regulation on Consumer Protection, merchants are also required to disclose their products in sales contracts.

E-commerce includes all forms of business transactions, whether conducted electronically or not, and is not only limited to online transactions as many people think. Businesses, consumers, and other communities are linked through e-commerce to exchange goods, services, and other information. Anyone can now directly access the internet to make electronic transactions thanks to tremendous advances in Internet technology, which make it possible to market goods globally.<sup>19</sup> Clear and accurate information should be provided by website owners and intermediaries who sell products to customers. The principle of responsibility in the laws and regulations for consumer protection is:

1. Liability for Wrongdoing

This rule is a fairly broad rule relevant to criminal and civil law. Especially Articles 1365, 1366, and 1367 of the Civil Code. According to this

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<sup>18</sup> Cindy Aulia Khotimah, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce)," *Business Law Review* 1 (n.d.).

<sup>19</sup> Yustina Dhian Novita and Budi Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital," *Jurnal Pembangunan Hukum Indonesia* 3, no. 1 (2021): 46–58.





principle, if the error persists, "a new person can be held liable under the law."

Article 1365 of the Civil Code has four main conditions, namely:

- a. Is unlawful conduct;
- b. there is an error factor;
- c. losses incurred;
- d. Mistakes and losses have an impact relationship;

## 2. Principle of Responsibility

This rule states that it is the defendant's responsibility to provide evidence. As it is known in the Criminal Law, that the Principle of presumption of innocence, by which the offender must show his guilt, this principle is so very important.<sup>20</sup>

## 3. Strict Principle of Responsibility

Product liability refers to the manufacturer's liability for the product being sold by following these rules, consumers who feel aggrieved for a defective or dangerous product can file a claim for damages without having to consider the manufacturer's fault. Preventive law is one of the two elements that make up the concept of legal protection in consumer protection. Preventive legal protection is a general legal protection intended to avoid problems or disputes.<sup>21</sup>

To protect consumers, disputes in electronic buying and selling transactions should be avoided. This aspect is very weak if the other party violates the consumer rights protected in the Regulation on Consumer Protection without realizing it. Therefore, neither the payment nor the amount of the indemnity is prescribed by the Act; On the contrary, everything in the contract is decided by two parties. The contract between the business actor (owner) and the intermediary (online intermediary) (both goods and services) for losses suffered by consumers is known as contractual responsibility. In this case, business actors (owners) and intermediaries (online brokers)

<sup>20</sup> Fitri Wahyuni, *Dasar-Dasar Hukum Pidana Di Indonesia* (Tangerang Selatan: PT Nusantara Persada Utama, 2017).

<sup>21</sup> Satjipto Rahardjo, *Sosiologi Hukum, Perkembangan, Metode Dan Pilihan Masalah* (Surakarta: Muhammadiyah University Press, 2002).





have agreements with consumers regarding their contractual obligations. Article 19 regulates the obligation to compensate, Article 22 regulates the burden of proof in criminal cases, and Article 23 of the Regulation on Consumer Protection regulates ongoing legal actions in consumer arbitration courts or consumer domicile courts based on these provisions. In terms of e-commerce accountability, business people (owners) and intermediaries (online brokers) can still be held accountable, especially if the products being traded are defective and harm consumers.<sup>22</sup>

Governments often issue a variety of Regulations on Consumer Protection aimed at protecting disadvantaged consumers, but in recent years, consumer fraud has become more common, which not only harms consumers but also encourages consumer fraud that harms businesses. One of the consumer actions that can harm traffickers is false evidence used to demand payments in electronic commerce. But after the order is fulfilled, the customer cancels the order or fails to complete the transfer without giving a reason. Commercial concepts for electronic commerce are legally protected by the Electronic Commerce Contract Protection Regulations.

Although the contract still contains electronic documents, usually those made by merchants and contain budgets and requirements that must be met by customers, the contents are not burdensome for customers. In addition, these terms and conditions serve as protection for both parties. The legal protection of trade regarding payments is given special attention, which obliges the customer to make a full payment and confirmation of payment. If the goods received do not match what was ordered, then there is legal protection against the buyer which is provided with a guarantee in the form of a return or exchange of goods. Personally. User information directly from users of electronic media must be adequately protected. The direct consent of the owner of the information is required before any information is provided. According to Article 25 of the Regulation on Electronic Information & Transactions, this is an official means of defense for parties who make online transactions.

Furthermore, that trademark protection, as contained in Article 23 of the Regulation on Electronic Information & Transactions, remains applicable to domain

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<sup>22</sup> Zulham, *Hukum Perlindungan Konsumen* (Jakarta: Prenada Media Group, 2013).y



names belonging to merchants. Intellectual property laws should be applied to electronic information that is incorporated in any way into an intellectual work. Article Regulation on Consumer Protection on April 20, 1999, this Regulation gives consumers more than just a strong and fairer negotiating position.

### **Conclusion**

The rapid development of technology (internet) then supported by the Covid-19 pandemic has changed people's behavior patterns in carrying out economic activities, including in business transactions (in this case trade). The concept of online is adopted in buying and selling transactions, namely with napa called e-commerce. Having an online store allows sellers to easily meet their customers. Both parties have rights and obligations in the interaction of such rules. Online shopping involves two parties, namely the seller and the buyer, who depend on the organizer of the transaction and have rights and obligations that must be fully fulfilled. The variety of regulations that exist now, it turns out, is still not enough to be able to overcome the increasingly complex problems in the field, the need for revisions to the Law on Electronic Information & Transactions and the Regulation on Consumer Protection which is currently still waiting for the process in the Prolegnas in the legislature.

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