



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

LEGAL PROTECTION OF CONSUMERS IN E-COMMERCE TRANSACTIONS BASED ON LAW NUMBER 11 OF 2008 CONCERNING INFORMATION AND ELECTRONIC TRANSACTIONS AND LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION LEGAL

Santy

Email : santytie@yahoo.co.id

STMIK Dharmapala Riau

Abstract

E-commerce is a form of trade that has its own characteristics, namely trade that crosses national borders, does not meet sellers and buyers, using internet media. The enactment of Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) seems to be a solution to provide protection for consumers. The ITE Law has regulated the legal requirements for an e-commerce transaction, regulates rights and obligations, prohibited actions, responsibilities, legal protection, legal remedies and dispute resolution in transactions. This research uses the method normative juridical approach with descriptive analytical research specifications. In addition to describing circumstances, objects or events, this research also discusses certain beliefs which are inferred based on the object of the matter associated with legal theories and positive legal practices. Primary and secondary legal data, which are collected and classified through library research techniques, are attempted to become a unified whole. Furthermore, the data is analyzed qualitatively so that clarity and answers are obtained about the issues that are the object of research. The results show that legal protection for online shopping consumers can be given in terms of legal certainty contained in the laws and regulations governing online shopping, namely Law no. 11 of 2008 concerning Information on Electronic Transactions juncto Law No. 8 of 1999 concerning Consumer Protection. In addition, the existence of electronic contracts as regulated in Article 18 (1) of the ITE Law is recognized and has the same position as conventional buying and selling contracts. E-commerce itself is a trading process that has its own characteristics where a trade can cross national borders, even without the seller and buyer meeting, by using the internet as a facilitator. On the one hand, this situation is quite profitable for the consumer, because there are many ways to choose from to obtain goods or services. However, from the other side, we see many violations of consumer rights that occur in e-commerce, which indeed has its own characteristics. Therefore a form of legal protection for consumers in e-commerce transactions is needed. Legal protection for business people, both sellers of services or goods as well as consumers, is regulated in Law Number 8 of 1999 concerning Consumer Protection and wrapping the process for what happens in cyberspace transactions, we call e-commerce, which also has rules, namely in Law Number 11 of 2008 concerning Information and Electronic Transactions. The methodology in this study uses



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

normative, for normative itself this is discussed based on laws that apply directly to the general public. Based on these matters, it can be concluded that first, Law number 8 of 1999 and Law number 11 of 2008 can protect and provide rules of the game in the world of online business, which can regulate both consumers and business people.

Keywords: E-commerce, legal protection, consumer protection, online shopping consumers, electronic transactions, electronic contracts

Introduction

Information technology or information technology (IT) has changed society, has created new types and business opportunities, and created new types of jobs and careers in human work. One of the fastest growing parts of the information technology field is the internet, which was originally created as a private channel for the benefit of activity research and academic, the Internet is now increasingly being exploited by businesses for a variety of commercial services. Currently, one of the most developed trading activities in cyberspace in connection with internet use is electronic commerce. E-commerce is divided into two segments, namely trade between business actors and business to consumer e-commerce (trade between business actors and consumers). More and more economic activities are carried out through internet media. For example, more and more people are relying on buying and selling online systems as a transaction medium.

Currently the world has entered the global era. In this global era, advances in information technology, especially computers, are very fast. With the existence of buying and selling via the internet, virtual businesses are also developing, such as virtual stores and virtual companies where business people carry out business and trade through internet media and no longer rely on conventional business companies that real. In developed countries, the development of business via the internet can develop rapidly with the support of available settlement facilities, such as a fast and reliable delivery system, safe payment methods and especially the support of existing legal instruments. According to [Kuspraningrum \(2011\)](#) the legal relationship in E-Commerce arises as a manifestation of the principle of freedom of contract which is binding on the parties. This is regulated in the "mandatory book" of civil law regulations in Indonesia, namely Article 1338 of the Civil Code (KUHPerdara) which states that all agreements made legally apply as laws to those who make them.

Electronic trading (e-commerce) business activities often use contracts or agreements to carry out buying and selling transactions for products offered through websites or through social media. The contract is generally in the form of an electronic contract (e-contract), According to [Hassanah \(2016\)](#) article 1 number 17 of Law Number 11 of 2008 concerning Information and Electronic Transactions, an electronic contract is an agreement between the parties made through an Electronic System. contracts or agreements made by the parties through an electronic system and the parties do not meet each other face to face, this is different from ordinary or conventional contracts in the real world (offline) which are generally made on paper and agreed by the parties



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

directly face to face. According to [Jayuska \(2016\)](#) The type of agreement that is most often encountered in the community is a sale and purchase agreement for goods and/or services, both in written and oral form¹. It is undeniable that the existence of the internet has various influences on every aspect of human life, including in terms of the agreement itself, which was originally conventional (written and oral), now a new form of agreement has emerged, namely an electronic agreement or contract. Some of the websites use a standard contract model, some social media accounts use collective agreements via short messages, but sometimes the seller becomes the party that dominates the making of the contract. In fact, as we know based on Article 1320 of the Indonesian Civil Code, the conditions for a valid agreement are the existence of an agreement between the parties, legal competence, the existence of good faith and the existence of a certain object. According to [Ratnadewi et al. \(2014\)](#); [Rantung \(2017\)](#) the forms of electronic contracts or agreements that have been circulating so far with the provisions of Article 9 of Law Number 11 of 2008 concerning Electronic Information and Transactions, there is a blurring of norms in the regulation regarding the exact form of electronic contracts and what kind of contract terms are meant by this provision. According to [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) Electronic transactions carried out through a website with a registered domain, it might be easier to determine or prove that the electronic contract was indeed approved by both parties, but what if they carry out electronic transactions using social media such as Instagram, Facebook, Line or WhatsApp. So it will be very difficult to prove whether both parties really agreed to the agreement.

Basically, the implementation of electronic transactions (e-commerce) not only provides convenience for consumers, but also makes it easier for producers when marketing goods and/or services because it has an effect on saving costs and time. Changes in the model of trade transactions such as those that occur in electronic transactions are things that Law Number 11 of 2008 concerning Information and Electronic Transactions wants to anticipate. According to [Matompo \(2020\)](#) The occurrence of new legal actions due to the globalization of trade and advances in information technology still has a strong legal basis so as to create legal certainty. The implementation of online buying and selling in practice raises several legal issues such as the buyer who should be responsible for paying a certain price for the goods and/or services he purchases, but does not make payments. Other legal issues that may occur in electronic transactions arise from the perspective of the civil law system because the element of legal competence, as one of the requirements for the validity of an agreement as stipulated in Article 1320 of the Civil Code, may not be fulfilled. According to [Perkasa et al. \(2016\)](#) This situation is caused by buying and selling online, the parties (especially sellers) do not know whether the contractual opponent (buyer) is legally competent or not. Another legal issue resulting from electronic transactions is related to online buying and selling objects. The buyer (consumer) has the potential to be harmed if the form and quality of the goods purchased online are not the same as those advertised in electronic media (advertisements made by sellers through social networks, online communities, online stores, or blogs). Given the breadth of legal issues that arise as a result of electronic transactions, this research focuses on legal issues related to legal protection for online shopping consumers who feel disadvantaged because the object of



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

sale and purchase that was originally agreed upon is not what the seller advertised. According to [Veronica \(2019\)](#); [Winarno et al. \(2022\)](#) The title proposed in this study is Online Shopping Consumer Protection Based on Law No. 8 of 1999 concerning Consumer Protection Juncto Law No. 11 of 2008 concerning Information and Electronic Transactions. Legal protection for parties in buying and selling transactions of goods and/or services is normatively clearly regulated in Law Number 8 of 1999 concerning Consumer Protection. Likewise with legal certainty that the implementation of electronic transactions in a safe and normative manner is clearly regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions. In fact, these two laws and regulations tend to be ignored by sellers who try to maximize profits by forgetting their basic legal obligations. Based on these facts, the authors limit this research with the formulation of the problem as follows. 1. What is the form of legal protection for online shopping consumers as stipulated in Law Number 8 of 1999 concerning Consumer Protection. 2. How is the settlement of disputes if there are legal problems due to electronic transactions carried out by online shopping consumers.

Method

The research conducted intends to analyze the juridical aspects of the legal relationship that occurs between the seller and the buyer. based on Law Number 8 of 1999 concerning Consumer Protection and further arrangements regarding electronic transactions that occur between parties as stipulated in Law Number 11 of 2008 concerning Information and Electronic Transactions juncto Government Regulation Number 82 of 2012 concerning Implementation of Systems and Electronic Transactions. To complete the analysis and discussion carried out regarding the problems studied, in this study several other relevant laws and regulations are used as references, such as the provisions governing agreements and engagements as stipulated in the Civil Code and other statutory regulations. -Other invitations. The specification of the research used is descriptive analytical method, namely research that describes conditions, objects or events as well as certain beliefs which are then concluded from the object of the problem which is associated with legal theories and positive legal practices concerning the problems studied. Data was collected and then classified from primary and secondary legal materials using library research techniques. The primary legal materials referred to are all data sourced from statutory regulations and official documents relating to the object of research. Secondary legal material is all written information about laws that are in effect or that have been in force, such as text books, articles in law journals. Furthermore, the data is described systematically, logically, rationally; the data is connected to one another according to the subject matter so that it becomes a unified whole. The legal material obtained will be analyzed qualitatively normatively, namely the analysis is carried out by understanding, describing the legal material systematically using laws and regulations, legal theory and doctrine relevant to the problems that are the object of research.

Result and Discussion



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

Law No. 8 of 1999 concerning Consumer Protection has been able to protect consumers in conducting E-commerce transactions. Engagement in a transaction creates a promise that one party promises to do something, while the other party has the right to demand the implementation of that promise. This needs to be emphasized because if one of the parties who have agreed on the contents of the agreement may not comply, that party can be said to be in default. In order to understand the concept of responsibility carried out by business parties in the problems faced by consumers, this responsibility is divided into three parts, namely as follows: 1. Responsibility for Information Business actors must be able to provide sufficient and clear information for consumers in choosing goods. According to [Hassanah \(2016\)](#); [Kuspraningrum \(2011\)](#) the general information that must be notified to consumers is regarding price, quality and other information that can be obtained assist consumers in deciding to buy goods according to the needs and quality of goods. In turn, this can help producers to determine the form or standard of products offered to consumers. Of course, here the principle of caveat vendor plays an important role where business actors must be able to provide protection to consumers from unsafe products. So, business actors must be careful with large product output from the industrial products they produce. According to [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) The most important point is that information must be free from data manipulation. In line with the objective of consumer protection, Article 3 point d of Consumer Protection Law, namely "creating a consumer protection system that contains elements of legal certainty and information disclosure and access to information,"

The Legitimacy of Electronic Contracts in Law Number 11 of 2008 concerning Information and Electronic Transactions and Seen From the Perspective of Engagement Law Electronic contracts can be classified as agreements with the threat of punishment, because if the business actor does not fulfill his obligations then the consumer has the right to get compensation for the losses caused by the negligence of business actors in carrying out their obligations, and vice versa if consumers do not fulfill their obligations as stipulated in the electronic contract. Electronic contracts are included in the type of anonymous agreement, because these electronic contracts are not regulated in the Civil Code. According to [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) An agreement in order to guarantee certainty for the parties regarding the validity of the agreement, it must meet the requirements for the validity of the agreement stipulated in Article 1320 of the Civil Code, 2 in article 9 of Law no. 11 of 2008 concerning Information and Electronic Transactions states that business actors offering products through electronic systems must provide complete and correct information regarding contract terms, manufacturers and products offered, but this provision does not further explain what contract terms are intended. According to [Jayuska \(2016\)](#); [Kuspraningrum \(2011\)](#) Even in the explanation was not included further explanation on this matter. Article 47 Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions stipulates the conditions for the validity of an electronic contract, namely that there is an agreement of the parties, carried out by a competent legal subject or authorized to represent in accordance with the provisions of the legislation, there are certain matters and the object of the transaction may not conflict with the regulations legislation, decency and public order. One important point that is not clearly stated in the provisions above is



regarding a lawful cause or good faith, even though as we know that good faith is an important thing in an agreement that can protect the parties from losses. Even the Explanation of Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions does not explain further about the legal requirements for this electronic contract

Legal Protection for Online Shopping Consumers

Online buying and selling transactions, as well as ordinary buying and selling transactions that are carried out in the real world, are carried out by the parties involved even though in online buying and selling the parties do not meet directly with each other, but are connected via the internet. According to [Matompo \(2020\)](#); [Kuspraningrum \(2011\)](#) In online buying and selling transactions, the parties involved include 1. sellers or merchants or entrepreneurs who offer a product via the internet as business actors; 2. buyers or consumers, namely any person who is not prohibited by law, who accepts offers from sellers or business actors and wishes to carry out buying and selling transactions of products offered by sellers/business actors/merchants; 3. bank as a party channeling funds from buyers or consumers to sellers or business actors/merchants. In online buying and selling transactions, sellers and buyers do not face each other directly because they are in different locations so that payments can be made through intermediaries, in this case banks; 4. provider as a provider of internet access services.

According to [Paryadi \(2018\)](#); [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) these parties have their respective rights and obligations. Sellers/business actors/merchants are parties that offer products via the internet. Therefore, a seller is obliged to provide correct and honest information to buyers or consumers for the products they offer. Sellers must also offer products that are permitted by law; This means that the goods being offered are not contrary to laws and regulations, are not damaged, or contain hidden defects, so that the goods being offered are goods that are fit to be traded. The said sale and purchase transaction does not cause any loss to anyone who becomes the buyer. A seller or business actor has the right to receive payment from the buyer/consumer for the price of the goods he sells. The seller also has the right to get protection for the actions of buyers/consumers who have bad intentions in carrying out this online buying and selling transaction. A buyer/consumer has an obligation to pay the price of the goods he has purchased from the seller in accordance with the type of goods and the price agreed between the seller and the buyer. In addition, the buyer is also required to fill in true identification data in the acceptance form. According to [Sujamawardi \(2018\)](#); [Veronica \(2019\)](#); [Winarno et al. \(2022\)](#) The buyer/consumer has the right to obtain complete information on the goods to be purchased from a seller so that the buyer is not harmed by the product he has purchased. Buyers are also entitled to legal protection for the actions of sellers/business actors with bad intentions. The bank functions as a distributor of funds for payments for a product from buyers to sellers of that product. It is possible that buyers/consumers who want to buy products from sellers online are in remote locations and must use bank facilities with a transfer process from the buyer's account to the seller's account.



In online buying and selling transactions, Providers are other parties who have the obligation to provide 24-hour access services to prospective buyers to carry out online buying and selling transactions through internet media with sellers who offer products via the internet. In this case, there is cooperation between the seller and the provider. According to [Ratnadewi et al. \(2014\)](#); [Rantung \(2017\)](#) the provisions of Article 1 letter 10 of the ITE Law it is stated that "Electronic Transactions are legal acts carried out using computers, computer networks, or other electronic media". In online shopping, a product or service, consumers always want satisfaction with the product they buy. Business actors tend to want to gain economic benefits from these transactions. The wishes of both parties will be easily achieved if both carry out their obligations correctly and on the basis of good faith.

The form of legal protection through statutory provisions is the most effective instrument to use considering that legislation can be used as a basis for both parties in making agreements and the government through its instruments can enforce the enactment of these laws. In providing legal protection guarantees for consumers in e-commerce transactions, According to [Mayasari et al. \(2021\)](#); [Paryadi \(2018\)](#); [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) divides into four parts as follows. 1. From the side of business actors, the position of business actors is relatively stronger in relation to trade transactions when compared to consumers. This can be seen from the business actor being on the side of the product provider while the consumer is on the side that needs the product. Whatever is determined by the business actor as long as the consumer needs the product, the consumer will agree to it so that a standard contract is born which emphasizes the take it or leave it principle. Based on this, consumer protection can be provided in the form of a. clear notification of the identity of the business actor which includes the business address (including e-mail), telephone, type of business being managed. If you have a factory, plantation or other processing place, include the address of the factory or plantation; b. if the business actor is an office/branch company, the address of the office/parent company must be notified; c. has a permit issued by an authorized official to conduct its business.

According to [Sujamawardi \(2018\)](#); [Veronica \(2019\)](#); [Winarno et al. \(2022\)](#) Before starting a transaction, consumers - as parties who need the product - are often required to provide complete information about their identity. This is reasonable because business actors have an interest in this information because it is through this information that producers can assess consumer credibility. However, is there any guarantee that the consumer's identity is not used (commercialized) by business actors, such as for sending company marketing brochures. To protect consumers from misuse of information (in the form of personal data), it is necessary to guarantee from business actors that consumer data will not be used in a way other than its intended use without the consumer's permission. In offering their products, business actors are required to: a. provide clear and complete information about the products offered so that consumers are not misled, especially information that is basic in nature; b. information regarding products must be provided in a language that is easy to understand and does not lead to different interpretations; c. provide assurance that the product offered is safe or comfortable for



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology



Vol. 2 No. 1 (2023)

consumption or use; d. provide assurance that the product received is in accordance with what was offered at the time it was promoted.

Not all consumers understand when making transactions through internet media, so producers need to include clear and complete information on their websites regarding the transaction mechanism, such as a. conditions that must be met by consumers when conducting transactions; b. opportunity for consumers to review the transaction to be carried out before making a decision; c. the product price offered includes tax or not, including shipping costs or not; d. the currency used; e. the goods delivery mechanism (it is known that there are various goods delivery systems); f. Business actors must provide a record of transaction which consumers can access at any time. This is important for the purposes of proof if a dispute arises in the future; g. information regarding whether or not consumers can return goods that have been purchased; h. guarantee of replacement of goods or replacement of money if the product received is not suitable; i. dispute settlement mechanism; j. reasonable claim period.

According to [Hassanah \(2016\)](#); [Matompo \(2020\)](#) Electronic contracts in electronic transactions must have the same legal force as conventional contracts. Electronic contracts must also bind the parties as Article 18 paragraph (1) of the ITE Law states that electronic transactions contained in electronic contracts are binding on the parties. The parties to online buying and selling have the freedom to choose the law that applies to international electronic transactions, as explained in Article 18 of the ITE Law that the parties have the authority to choose the law that applies to the international electronic transactions they make. In addition, the parties also have the authority to determine the dispute resolution forum, either through the courts or through alternative dispute resolution methods. In this regard, Article 18 paragraph (3) of the ITE Law, states that if the parties do not make a choice of forum in international electronic contracts, the principles that can be used are the principles contained in Article 18 paragraph (4) of the ITE Law. This article states that the parties have the authority to establish court forums, arbitrations, or other alternative dispute resolution institutions authorized to handle disputes that may arise from international electronic transactions. This is in line with the PK Law that the parties to the dispute have the freedom to determine their own forum which will later resolve disputes that may arise in the future. It's just that in determining the forum, jurisdiction or adjudicating authority must be considered, considering that trading in cyberspace can be carried out by business actors from any country. In several cases, consumers are often harmed by business actors who, after being traced, turn out to be business actors outside the country. In cyberspace, perpetrators of violations are often difficult to punish because Indonesian law and courts do not have jurisdiction over perpetrators and legal actions that occur because of violations. Law is transnational in nature, but as a result it has implications for law in Indonesia. In international law, three types of jurisdiction are recognized, namely jurisdiction to establish laws, jurisdiction to enforce laws, and jurisdiction to prosecute.



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology

Vol. 2 No. 1 (2023)

According to [Mayasari et al. \(2021\)](#); [Perkasa et al. \(2016\)](#) in the context of consumer protection law in force in Indonesia, namely Law No. 8 of 1999 concerning Consumer Protection, the rights and obligations of consumers and business actors are clearly and firmly regulated. The rights and obligations of consumers are regulated in Articles 4 and 5 of Law No. 8 of 1999, while the rights and obligations of business actors are regulated in Articles 6 and 7 of Law No. 8 of 1999. These articles regulate the proportion or position of consumers and business actors in a mechanism for business or trading transactions. Aspects of actions that are prohibited for business actors in Law No. 8 of 1999 are regulated in Article 8 to Article 17. This aspect can be enforced if it can be proven that goods and/services traded through e-commerce violate this provision. In e-commerce transactions, the aspect of responsibility also applies to business actors, in this case merchants, if the consumer finds that the goods and/or services purchased are not in accordance with the agreement. Aspects of the responsibility of business actors in Law No. 8 of 1999 are regulated in Articles 19 through Article 28. According to [Paryadi \(2018\)](#); [Perkasa et al. \(2016\)](#) This aspect applies when a business actor commits an act that causes harm to consumers. Related to e-commerce, in Law No. 7 of 2014 concerning Trade has also regulated trading through electronic systems or e-commerce, which are regulated in Articles 65 and 66. In this Trade Law, the Government regulates how electronic transactions and E Commerce Supervision, online business can be accounted for by business people and can provide protection for consumers. Article 65 of the Trade Law requires e-commerce business actors to provide complete and correct data and/or information so that it will make it easier to trace its legality. Currently, the Ministry of Trade (Kemendag) together with other Ministry agencies and stakeholders related parties are preparing implementing regulations in the form of a relevant Draft Government Regulation related to e-commerce trading as the implementation of the mandate of Article 66 of the Trade Law. According to [Hassanah \(2016\)](#); [Kuspraningrum \(2011\)](#) this is a good start because finally Indonesia has a legal basis for managing electronic trading transactions. This e-commerce regulation can certainly provide clarity for business actors and public consumers who often carry out internet-based business activities. The consumer protection aspect in the trade law can also be seen from the existence of rules related to standardization and labeling. This will greatly support consumer protection practices. The existence of standardization rules for a product makes a product that will be sold to consumers have standardized quality and is recognized by the government, so that it will reduce risks in terms of consumer security and safety. to Indonesia must use the Indonesian language label.

The implementation of fast-growing e-commerce transactions must be balanced. The implementation of fast-growing e-commerce transactions must be balanced with strict supervision in each implementation. Supervision of e-commerce transactions is indeed not as easy as monitoring conventional trade transactions. According to [Putra \(2014\)](#); [Perkasa et al. \(2016\)](#) The Ministry of Trade (Kemendag) as the supervisor of the trade sector, requires that all products or goods traded through online shops (e-commerce) must comply with the Indonesian National Standard (SNI) and the obligation to put Indonesian language labels. Oversight functions and legislators and the public as smart consumers because the characteristics of e-commerce trade are different from conventional trade. The increasingly convergent development



of information technology, telecommunications and computers today has resulted in an increasing variety of existing communication facility features and increasingly sophisticated information technology products that are able to integrate all media information. Followed by the many online businesses that can offer various products via the internet, and the increasing number of consumers who want practicality in shopping. This rapid development is of course also followed by various problems that can arise in transactions via the internet. In the previous discussion, we have discussed the position of consumers in e-commerce, the rights that consumers have and their legal remedies. To achieve the goals of all parties, namely a mutually beneficial relationship, no party is harmed. According to [Mayasari et al. \(2021\)](#); [Perkasa et al. \(2016\)](#) the following discusses the consumer protection model, especially in e-commerce. In the opinion of the author, in most cases, an e-commerce company can survive not only by relying on product strength, but by having a reliable management team, timely delivery, good service, good business organizational structure, network infrastructure and security, design good website, some of the factors which include are Providing competitive rates; Providing responsive, fast and easy purchasing services; Provide the complete and clear information about product and service; Provide many bonuses such as coupons, special offers, and discounts; Give special attention such as purchase proposals; Provides a sense of community for discussions, customer input, and more; Facilitate trading activities; Domestic and international payment systems; Newsgroups; On-line Shopping; Conferencing; Online Banking Companies that are well known in this field include: eBay, Yahoo, Amazon.com, Google, and Paypal. For Indonesia, see [tradeworld.com](#), [bhineka.com](#), [fastncheap.com](#), etc. In addition, if further discussion is about e-commerce transactions, then the aspect of consumer protection in the use of digital signatures needs to be considered because the purpose of a signature in a document is to ensure the authenticity of the document. A digital signature is actually not a signature as we know it so far, it uses a different way to mark a document so that the document or data not only identifies the sender, but also ensures the integrity of the document does not change during the transmission process.

Conclusion

From the discussion and analysis, it can be concluded that the following are legal efforts to resolve disputes regarding consumer transactions based on the agreement of both parties regarding the choice of law and institutions that will resolve the problems that have occurred. As a dispute in a transaction occurs because of a loss suffered by one of the parties either because of a default or because of an unlawful act. It is necessary to socialize the ITE Law so that people can understand and know about the validity of agreements via the Internet. In this case the socialization is also intended so that people can carry out e-commerce transactions in accordance with applicable regulations and also so that there is a common perception, so that there are no obstacles in its application. Then for the parties who do not carry out their responsibilities in accordance with the mutually agreed agreement, civil lawsuits can be sued by the injured party to obtain compensation payments as stipulated in Article 12 UUIITE. b. The government should provide even tighter supervision for the parties conducting these electronic transactions, namely by carrying out/mandating the holding of a registration of all activities concerning the public



interest in said electronic traffic, including the registration of electronic businesses (e-business). Legal protection for online shopping consumers can be provided in terms of legal certainty contained in laws and regulations that regulate online shopping, namely Law no. 11 of 2008 concerning Information on Electronic Transactions juncto Law No. 8 of 1999 concerning Consumer Protection. The existence of electronic contracts as regulated in Article 18 (1) of the ITE Law is recognized and has the same status as conventional buying and selling contracts. Through electronic contracts, consumers can sue business actors if disputes arise due to these electronic transactions.

References

1. Hassanah, H. (2016). Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. *Jurnal Wawasan Yuridika*, 32(1), 38-51.
2. Matompo, O. S. (2020). Legal Protection of Online Business Transaction (E-Commerce) During the Covid-19 Pandemic in Indonesia. *Legal Standing: Jurnal Ilmu Hukum*, 4(1), 146-154.
3. Jayuska, R. (2016). Keabsahan Kontrak Pada Transaksi E-Commerce Melalui Media Internet Berdasarkan Undang-Undang No 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. *Jurnal Cahaya Keadilan*, 4(1), 43-57.
4. Kuspraningrum, E. (2011). Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdara dan UNCITRAL Model Law On Electronic Commerce. *Risalah Hukum*, 64-76.
5. Mayasari, I. D. A. D., & Rudy, D. G. (2021). Urgensi Rekonstruksi Pengaturan Praktek Perjanjian Perdagangan Melalui E-Commerce. *Jurnal Komunikasi Hukum (JKH)*, 7(1), 235-251.
6. Paryadi, D. (2018). Pengawasan E Commerce Dalam Undang-Undang Perdagangan Dan Undang-Undang Perlindungan Konsumen. *Jurnal Hukum & Pembangunan*, 48(3), 651-669.
7. Putra, S. (2014). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Melalui E-Commerce. *Jurnal Ilmu Hukum*, 5(2), 197-208.
8. Perkasa, R. E., Nyoman Serikat, P., & Turisno, B. E. (2016). Perlindungan Hukum Pidana Terhadap Konsumen Dalam Transaksi Jual/Beli Online (E-Commerce) Di Indonesia. *Diponegoro Law Journal*, 5(4), 1-13.
9. Ratnadewi, N. N. E. (2014). The Practice of E-commerce is Regulated Under Law Number 11 Year 2008. *Jurnal IUS Kajian Hukum dan Keadilan*, 2(2).
10. Rantung, I. K. L. (2017). Perjanjian Jual Beli Barang Melalui Internet (E-Commerce) Menurut Undang-Undang Nomor 11 Tahun 2008. *LEX ET SOCIETATIS*, 5(6).
11. Sujamawardi, L. H. (2018). Analisis Yuridis Pasal 27 ayat (1) Undang-Undang Nomor 19 Tahun 2016 tentang Perubahan atas Undang-Undang Nomor 11 Tahun 2008 tentang



UJoST

e-ISSN: 2962-9179



Universal Journal of Science and Technology



Vol. 2 No. 1 (2023)

Informasi dan Transaksi Elektronik. *Dialogia Iuridica: Jurnal Hukum Bisnis dan Investasi*, 9(2).

12. Veronica, S. (2019). Tinjauan Yuridis Mengenai Perlindungan Hukum Terhadap Konsumen E-commerce Berdasarkan Undang-Undang Nomor 11 Tahun 2008 Junto Undang-Undang Nomor 19 Tahun 2016 Tentang Informasi dan Transaksi Elektronik (Doctoral dissertation, Universitas Internasional Batam).
13. Winarno, A. W., & Isradjuningtias, A. C. (2022). Perlindungan Hukum Pelaku Usaha E-Commerce Terhadap Pelaku Pemalsuan Akun Konsumen Dalam Perspektif Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. *Bus. LJ*, 16, 261.