

LEGAL PROTECTION FOR CONSUMERS IN E-COMMERCE TRANSACTIONS

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Abstract

The development of business law is currently growing very rapidly. In addition, the development of advanced technology and law must follow the times. In Indonesia, online transactions (e-commerce) have begun to develop. Legal protection for consumers has been regulated in Law Number 8 of 1999 and electronic information and transactions are regulated in Law Number 1 of 2024. In relation to this, there are two problems, the first is whether Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2024 concerning ITE have provided protection for consumers in conducting online transactions (e-commerce). Second, How is the legal protection for consumers in online transactions (e-commerce). The methodology used in this study uses a normative approach which is used as material in written regulations so that this study is very closely related to literature studies that require secondary data. The conclusion of the research conducted is that Law No. 8 of 1999 and Law No. 1 of 2024 can protect consumers because the provisions contained in this law have accommodated consumer rights in this transaction. The government should revise Law No. 8 of 1999 so that it can protect not only conventional transactions but also e-commerce transactions and not only cover the territory of Indonesia but also include international transactions regarding the path that consumers can take if a dispute occurs to obtain legal remedies non-litigation through YLKI and BPSK.

Keywords: Consumer Protection, Consumers, E-commerce

INTRODUCTION

The Internet today greatly influences business behavior and is the cause of real changes in the industry. Utilizing the Internet in running a business is commonly known as E-Commerce (Electronic Commerce). Quoted from Laudon and Traver, who said that E-Commerce is a process where the sale and purchase of products or services occurs, which is done electronically by consumers and from company to company using a computer intermediary for business transactions. E-Commerce is useful in reducing some costs when compared to offline stores. The time spent on transactions can also be shorter.¹

The development of information innovation in Indonesia is currently growing rapidly and everything is developing in life that utilizes mechanical improvements. Article 28F of the 1945 Constitution states that: "everyone has the right to communicate and obtain information to develop their personality and social environment, and has the right to seek, obtain, possess, store, process, and convey information using all available channels".

The rapid development of e-commerce activities has multidimensional legal implications, which will at least have implications for two sectors: economic and legal. In the economic sector, the presence of e-commerce tends to provide opportunities for business people to transact more quickly, effectively and efficiently. On the other hand, e-commerce in the legal sector raises various fundamental legal issues. The main problem related to e-commerce transactions in Indonesia is not in the technological aspect, but rather in the regulatory aspect, where in electronic trading transactions (e-commerce) there is the use of digital signatures in sending messages/data/offerings of goods and services which are often preceded by an electronic contract.²

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¹ Handini Widyastuti, E-Commerce, Eureka Media Aksara, Central Java, 2023. P.42.

² Yusep Mulyana, Legal Aspects of Using Digital Signatures in Business Transactions, Pasundan University Journal, Bandung, 2020. P. 2.

The existence of electronic contracts raises different legal consequences, where the contract in question is digital-based which can cause a lot of anxiety in transactions or in making the first contract. Therefore, there is a technology system that provides encryption to protect against the spread of data or information when making transactions online, which is called cryptography. This cryptography has a function in securing electronic data with one of its digital systems, namely a digital signature or in English, a digital signature. This digital signature is the same as a direct signature on paper, but the difference is that there is a mathematical equation that processes data transfer that requires the approval of the consumer when a transaction or data transfer occurs.³

Based on Law No. 1 of 2024 article 12 concerning Electronic Information and Transactions, an electronic signature is a signature consisting of electronic information that is attached, associated or related to other electronic information used as a means of verification and authentication. The power of an electronic signature is explained in more detail in Government Regulation Number 82 of 2012 article 52 paragraph 2 concerning the Implementation of Electronic Systems and Transactions, which states that an electronic signature in an electronic transaction is the signatory's approval of electronic information and/or electronic documents signed with the electronic signature. Based on article 54 of PP 82/2012, it is:

³ Karim Abdul Jabbar, Legal Aspects of the Use of Electronic Signatures in Online Business Transactions, Journal of the Faculty of Law, Muhammadiyah University of Jember, Jember. P.6.

“1. Electronic signatures include:

- a. Certified Electronic Signature, and
- b. Electronic Signature is not certified.

2. The certified Electronic Signature as referred to in paragraph (1) letter a must meet the following requirements:

- a. Created using the services of an electronic certificate provider; and
- b. Proven by an electronic certificate.

3. "Uncertified Electronic Signatures as referred to in paragraph (1) letter b are made without using the services of an electronic certificate provider."

According to article 54 above, what is meant by a certified electronic signature is what we call a digital signature. The digital signature has valid legal force as long as it meets the following requirements:

1. The electronic signature creation data relates only to the signatory.
2. The data for creating an electronic signature during the electronic signing process is solely under the control of the signatory.
3. Any changes to the electronic signature that occur after the time of signing can be identified.
4. Any changes to the electronic information related to the electronic signature after the time of signing may be known.
5. There are certain methods used to identify who the signatory is, and
6. There are certain ways to show that the signatory has given consent to the relevant electronic information.

Meanwhile, the legal force possessed by an uncertified electronic signature is the same as a wet signature as long as the electronic signature meets the requirements and is in accordance with existing regulations.⁴ However, in the explanation of PP 82/2012 in article 54 paragraph 1 it states that "the legal consequences of using a certified or uncertified electronic signature affect the strength of the evidentiary value. An uncertified electronic signature still has the strength of evidentiary value even though it is relatively weak because it can still be rejected by the person concerned or can be relatively easily changed by another party". Consumer protection law today gets quite a lot of attention because it concerns the rules for the welfare of society, not only society as consumers who receive protection, each party also has rights and obligations. The government plays a role in regulating, supervising and controlling, so that a conducive

system is created that is interrelated with each other, thus the goal of improving the welfare of society in general can be achieved.⁵ Business is identical to having customers, this is part of the interaction in carrying out economic or business desires and is usually referred to as consumers, namely those who enjoy the products produced by business people or business actors. In living in society, humans are never free from conflict or disputes, concerning violations of consumer rights. Article 1 paragraph 1 of the Consumer Protection Law Number 8 of 1999 explains that every user of goods or services available in society, whether for their own interests, family, other people, or other creatures and not traded. Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Including Article 4 of the Consumer Protection Law Number 8 of 1999 explains the consumer's right to have their opinions and complaints heard regarding the goods and/or services used and the consumer's right to receive advocacy, protection, and efforts to resolve consumer protection disputes properly.

Electronic commerce, commonly referred to as e-commerce, is the trading of products or services using a computer network, such as the Internet. Electronic commerce refers to technologies such as mobile commerce, electronic funds transfer, electronic money management, and

⁵ Kristiyanti, Celina Tri Siwi, Consumer Protection Relations, Sinar Grafika, Jakarta, 2011. P.1

⁶ Santiago, Faisal, Introduction to Business Law, PT. Mitra Wacana Media, Jakarta, 2012. P.79.

supply chain, internet marketing, online transaction processing, electronic data interchange (EDI), inventory management systems, and automated data collection systems. Modern electronic commerce typically uses the World Wide Web for at least one part of the transaction life cycle, although it may also use other technologies such as e-mail.

The buying and selling of products and services by businesses and consumers through electronic means, without the use of paper documents. E-commerce is widely considered to be the buying and selling of products over the internet, but any transaction completed solely through electronic steps can be considered e-commerce. The benefits of e-commerce include around-the-clock availability, speed of access, a wider selection of goods and services, accessibility, and international reach. Perceived disadvantages include sometimes limited customer service, not being able to see or touch the product before purchasing, and the wait time required for product delivery.⁷

The parties involved in buying and selling transactions via electronic transactions are:

- a. A seller or merchant or entrepreneur who offers a product via the internet as a business actor.
- b. A buyer or consumer is any person who is not prohibited by law, who receives an offer from a seller or business actor and wishes to carry out a transaction to buy or sell products offered by the seller or business actor or merchant.
- c. The bank acts as a party that distributes funds from buyers or consumers to sellers or business actors or merchants, because in electronic buying and selling transactions, sellers and buyers do not meet directly, because they are in different locations so that payments can be made through intermediaries in this case banks.
- d. Provider as a telecommunications network service provider or internet access service provider.⁸

⁷ Joseph Teguh Santoso, E-Commerce Managerial Review and Social Networks, Prima Agus Teknik Foundation, Semarang, 2021. P.49.

⁸ Krista Yitawati, Anik Tri Haryani, Sigit Sapto Nugroho, Law and Technology of Legal Protection for Buying and Selling Through Electronic Transactions (E-Commerce), Pustaka Iltizam, Solo, 2017. P. 73.

e. A shipping company is a company that operates by sending goods to a specified address or destination location.*

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In this era of globalization, the rapid development of information and communication technology along with the pace of national development in all fields, demands that people move quickly and efficiently in meeting their life needs. The rapid development that occurs in all fields encourages people to increase their mobility quickly and dynamically so that they can obtain information in a short time. Sources of information that are often used by the public in general are print media, namely newspapers, magazines, tabloids and electronic media in the form of television, radio and the internet.⁹ Based on Article 4 of Law Number 1 of 2024 concerning Information and Electronic Transactions, one of the objectives of utilizing information technology and electronic transactions is to provide a sense of security, justice, and legal certainty for users and organizers of information technology.

With advertising, business actors will find an easy way to promote the goods and/or services they produce and in this way they will also be able to run their business smoothly with various large profits obtained. In fact, sometimes business actors often justify any means in promoting the goods and/or services they offer to consumers with the intention that consumers are interested and interested in buying, so that business actors will be able to reap large profits. For example, business actors often promote the goods and/or services they offer with excessive information and the information conveyed is not in accordance with

* Riza Firdaus, Research Results on Legal Protection for Consumers in E-Commerce Transactions, 2024.

⁹ Dewi, Eli Wuria, Consumer Protection Law, Graha Ilmu, Yogyakarta, 2015. P. 80.
the condition and state of the original product.¹⁰

¹⁰Ibid, pp. 80-81



Based on this background, the author is interested in discussing Legal Protection for Consumers in E-Commerce Transactions Reviewed from the Consumer Protection Law Number 8 of 1999 and Law Number 1 of 2024 concerning Information and Electronic Transactions (UUPK No. 8 of 1999 and UUITE No. 1 of 2024).

FORMULATION OF THE PROBLEM

Based on the background above, the author is interested in discussing:

1. Have Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2024 on ITE provided protection for consumers in conducting e-commerce transactions?
2. How is the legal protection for consumers in e-commerce transactions?

RESEARCH METHODS

This study applies a qualitative approach with a normative legal orientation. Through secondary data literature study, the study uses a secondary legal material inventory method such as scientific works, journals, articles, and references related to the issue of consumer legal protection in online buying and selling transactions that cause losses. To deal with this situation, the study was conducted by applying two main methods, namely the statute-based method and the conceptual approach. The statutory method focuses on the rules relating to the topic being investigated. Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2024 concerning Information and Electronic Transactions were reviewed. This approach involves the analysis and interpretation of applicable laws to understand the issues at hand.

DISCUSSION

1. Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2024 concerning Electronic Information and Transactions

In 2022, the Ministry of Communication and Information (Kominfo) recorded 1,730 online fraud content during August 2018 - February 16, 2023 and losses from online fraud in Indonesia reached IDR 18.7 trillion during 2017 - 2021 (Septiani, 2023). On the cnbcindonesia.com website, victims of e-commerce fraud are increasingly rampant. In the report of the Indonesian Consumers Foundation (YLKI) in 2022, there were four main problems identified. The first is the non-conformity of goods by 20%. The second is a request for a refund of 32%. The third is unilateral cancellation of orders by 8% and the fourth is the failure to receive goods by 7%.¹¹

In more complete detail, based on Article 7 of the Consumer Protection Law, there are at least two duties that must be carried out by business actors when involved in online buying and selling transactions. These obligations are outlined in Article 7 letter b, which emphasizes the importance of providing accurate, transparent, and honest information regarding the status and guarantee of goods and services, and Article 7 letter f, which requires providing compensation, damages, or replacement for losses that may arise due to the use, use, or utilization of goods and services offered.

If consumers experience losses in the online buying and selling transaction process, serious problems can arise. Article 19 paragraphs 1 and 2 of the Consumer Protection Law explain that business actors must bear the responsibility of providing compensation for any form of damage, pollution, or loss that may arise as a result of the use of goods or services that they produce or offer to consumers. Paragraph (2) of the article also indicates that compensation can be in the form of a refund, replacement of goods or services of equivalent value, health services, or compensation in accordance with applicable legal regulations. In addition, Article 45A paragraph 1 of the ITE Law also regulates provisions relating to the protection of consumers who suffer losses in online buying and selling transactions, which reads: "Any person who intentionally distributes and/or transmits Electronic Information and/or Electronic Documents containing false notifications or misleading information that results in material losses for consumers in Electronic Transactions as referred to in Article 28 paragraph (1) shall be punished with imprisonment for

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a maximum of 6 (six) years and/or a maximum fine of IDR 1,000,000,000.00 (one billion rupiah), making it an important aspect in efforts to protect consumer rights.¹²

In principle, all parties involved in online transactions have their own responsibilities and rights. An online seller or trader is responsible for offering products honestly and providing accurate information to prospective buyers. They have the right to receive payment for the goods sold, and are entitled to protection from inappropriate actions by buyers during this electronic transaction process.¹³

There are two ways consumers can obtain legal protection: litigation or non-litigation. Consumers or injured parties can use the litigation path to obtain legal protection. Taking litigation steps to court, while non-litigation steps are Consumers have the ability to resolve their problems outside the court, namely through conciliation, mediation, negotiation, or arbitration mechanisms.¹⁴

Article 3 of the Consumer Protection Law explains that the objectives of consumer protection are:

1. Expanding consumers' understanding and capacity to protect themselves.
2. Respecting the dignity of customers by sparing them from negative impacts associated with products or services.
3. Improving consumers' ability to make decisions, recognize their rights, and assert those rights as customers.
4. Developing a consumer protection system that integrates aspects of legal certainty, information transparency, and access.
5. Making business actors aware of the essence of consumer protection to form honest and responsible business behavior.
6. Improving the quality of products and services, ensuring production continuity, and maintaining aspects of consumer comfort, health, safety and security.¹⁵

Legal protection for consumers can be applied before or after a transaction is made. The legal basis for this protection arises from the rights and obligations of the transaction actors. At the time a transaction is made, it is important for consumers to understand their rights and obligations in the process. Article 4 of the Consumer Protection Law stipulates consumer rights as follows:

1. The right to well-being and security when using products or services.
2. The right to determine products and/or services and receive them in accordance with the agreed exchange rates, conditions and guarantees.
3. The right to receive precise, clear and accurate information regarding the status and guarantee of products and services.
4. The right to voice complaints and opinions about the products and services used.
5. The right to obtain fair protection and efforts to resolve consumer protection conflicts.
6. The right to consumer education and training.
7. The right to services that are fair, honest and without discrimination.
8. The right to receive compensation, restitution or replacement when the products and services obtained do not comply with the agreement or expected standards.
9. Rights that have been mandated by legal provisions and other regulations.

The basic principle of the Consumer Protection Act involves regulating business actors, with a primary focus on protecting consumer rights. This aims to create a fair framework, which is expected to make a positive contribution to improving the degree and integrity of consumers. Along with this, these protection efforts also have the potential to increase consumer awareness, competence, concern, ability, and independence in protecting themselves. Meanwhile, this approach also has the potential to encourage greater responsibility from business owners.

In the scope of e-commerce transactions, the legal elements related to consumer protection and directly impacting consumer rights relate to actions that are not permitted for business actors and the duties they must carry out. The prohibitions imposed on business actors in the Consumer Protection Law are outlined in Articles 8 to 17. These rules will apply if it can be proven that the products or services transacted through the e-commerce platform violate these regulations. In this regard, there are also

regulations prohibiting misleading advertising, which includes deceptive practices that make goods and/or services appear better than they actually are, both to consumers and to those trying to deceive them.

In addition, provisions regarding the responsibility of business actors, such as traders or merchants, are very relevant when buyers encounter non-conformity of goods or services they have purchased with the initial agreement. Details regarding the obligations of business actors are outlined in Articles 19 to 28 of the Consumer Protection Law. This situation occurs when business actors engage in behavior that can result in losses for consumers, including damage or contamination of the products or services they offer. These principles of responsibility are not only limited to the production stage of goods or services, but also include business actors involved in advertising activities and also importers of goods or service providers from abroad.

Lack of consumer awareness of their rights is a major factor of weakness, which is particularly triggered by the low level of education of buyers. In addition to the regulations contained in the Consumer Protection Law, criminal law, such as the Criminal Code, can be used in some cases to protect consumers. Insurance can also be another legal means used to provide protection to consumers in transactions via online platforms. Through the description that has been explained, it is clear that consumer protection, especially in online business transactions, is urgently needed to be regulated through special legislation. The reason is that the regulations currently in force, especially within the framework of the Consumer Protection Law, are not yet fully adequate to address the demands that arise in the context of e-commerce. The unique characteristics associated with the electronic trading system require the establishment of legal regulations that are specifically tailored to the cyber law aspect, including in the context of e-commerce. This action is crucial to ensure that the rights of consumers who use electronic technology in the context of trading, especially in transactions through online platforms, remain protected, especially when existing legal regulations do not explicitly cover it.

Within the legal protection framework regulated by the current ITE Law, there is uncertainty regarding the handling of conventional fraud or online fraud directly. However, the ITE Law provides provisions relating to the concept of fraud that can result in losses for victims in online transactions, as outlined in Article 28 Paragraph (1) of the ITE Law. This section clarifies that any individual who intentionally, and without right, disseminates false and misleading information that can have a detrimental impact on customers in online buying and selling. Thus, although the ITE Law does not expressly regulate the details of e-commerce, this law indirectly underlines the basic principles of e-commerce, including aspects of regulating the principles of contracts in electronic transactions involving matters such as:

- a. The principle of legal certainty as stated in Article 18 Paragraph (1) of the ITE Law states that electronic transactions manifested in the form of electronic contracts bind the parties.
- b. The principle of good faith, as regulated in Article 17 Paragraph (2) of the ITE Law, emphasizes that parties involved in electronic transactions, both in the public and private spheres, must act honestly in interacting and/or exchanging electronic information and/or electronic documents during the transaction.
- c. The Consensuality Principle, outlined in Article 20 of the ITE Law, indicates that electronic transactions basically take place when a transaction offer sent by the sender is received and approved by the recipient. Article 20 Paragraph (2) of the ITE Law describes in more detail that approval of an electronic transaction offer as referred to in Paragraph (1) must be stated electronically.
- d. The Principle of Openness or Transparency Principle, as outlined in Article 9 of the ITE Law, requires business actors offering products through electronic platforms to provide complete and accurate data regarding the terms of the contract, the manufacturer, and the products they provide.

3 (three) important points regulated in the new ITE Law in Law Number 1 of 2024. The three are electronic transactions, international electronic contracts, and child protection as users of electronic

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systems. High-risk electronic transactions are considered necessary to be implemented with further protection. One of them is financial transactions carried out without physical interaction are transactions that are considered high risk. For this reason, high-risk electronic transactions must use an electronic signature provided by the electronic certification organizer. Then the second amendment discusses international electronic contracts. The ITE Law does not provide further explanation in the relevant article 18A. However, based on the explanation in article 18 paragraph (2), it can be interpreted that an international electronic contract is an electronic contract that has a foreign element. The foreign element can be in the form of citizenship, domicile or place of residence. International electronic contracts that are required to use international law must at least meet standard clauses, be made by the PSE, and meet at least PSE service users who are from Indonesia, the place of implementation of the contract is in the territory of Indonesia, and the PSE has a place of business or carries out business activities in the territory of Indonesia. Furthermore, regarding the third amendment, namely the matter of protecting children as users of electronic systems, it is stated in Articles 16A and 16B of the ITE Law, which confirm the applicability of provisions on child protection in the digital space, which will be further regulated in Government Regulations.¹⁶

2. Legal Protection for Consumers in E-commerce Transactions

There are 4 (four) materials that need to be regulated in order to provide legal protection for consumers in e-commerce transactions, namely:

a. Legal Protection from the Business Actor's Side

1. In this case, business actors are required to include their identity on the website, based on the results of research on online store business actors, it was found that online stores only listed telephone numbers and email addresses without listing a clear address of the business actor or other identities. It is hoped that the inclusion of this identity can guarantee legal certainty for consumers who make transactions.
2. The existence of an institution that guarantees the validity of online stores, based on research, online stores in Indonesia do not have an institution that guarantees the validity of the store, so it is possible for consumers to transact with fictitious online stores.

b. Legal Protection from the Consumer Side

There is a guarantee of protection of the confidentiality of consumer personal data, because if the personal data is not kept confidential by the business actor, it can be traded by other parties for promotional purposes.

c. Legal Protection for Consumers from the Product Side

In offering their products, business actors are required to:

1. Provide clear and complete information about the products offered so that consumers are not misled, especially basic information (product quality, whether original, imitation, new, used, product type, size) in addition to other relevant information such as product advantages. This is very important to help consumers make decisions to buy or not. Based on the results of research for business actors in Indonesia in describing products, there is very little information, only mentioning the price and a little explanation about the product. While for business actors abroad, they very clearly inform about their products and include a rating poll for the quality of the product.
2. Product information about the product must be provided in a language that is easy to understand and does not cause other interpretations. In this case, considering that e-commerce is a trade that crosses national borders and business actors can be from anywhere, the use of language is adjusted to the country of origin of the business actor. So in this case, it requires consumers to transact with business actors whose language they can understand.
3. Providing assurance that the products offered are safe or comfortable to consume or use.

4. Providing assurance that the products offered are in accordance with what is promoted by the business actor.

In relation to the expiration of goods that often occurs, one of the prohibited acts for business actors, especially related to the production and trade of goods/services. In 2024, there were many reports in the Klaten area that goods that were almost stopped were circulating on E-Commerce, because people often got expired products when exchanging them online.¹⁷ Expired products that can be accessed on the E-Commerce platform are not only limited to food and beverages, but also include medicines, beauty care products and other goods. Lately, many expired products have been circulating in these advertisements. The advertised food is divided into two types, namely food that have an expiration date and food that does not have an expiration date.¹⁸ According to Article 8 paragraph (1) letter g of the Consumer Protection Law, namely if it does not include an expiration date or the best period of use/utilization of certain goods, then for business actors who violate this, they are subject to criminal penalties based on Article 62 paragraph (1) of the Consumer Protection Law, namely a prison sentence of 5 years and a maximum fine of IDR 2,000,000,000.00 (two billion rupiah). However, there are several problems or obstacles in the implementation of Law Number 8 of 1999 concerning Consumer Protection for expired products in Klaten, such as external and internal obstacles, as follows:¹⁹

No	External Barriers	Internal Barriers
1	Consumers do not want to report to Consumer Protection Agency.	Don't know the exact address and valid data of business actors the loser.
2	Consumers don't want to bother and consider it trivial.	Lack of government socialization to the authorities for convey this to public.
3	Difficulty of checking the store online (e-commerce).	Number of Institution offices Little Consumer Protection and lack of personal part field from LPK.

d. Legal Protection for Consumers from the Transaction Side

Not all consumers understand how to make transactions via the internet, so in this case, business actors need to clearly and completely state the transaction mechanism and other matters relating to the transaction, such as:

1. The requirements that must be met by consumers in making transactions, in this case consumers are required to meet the requirements that must be met such as filling in personal data and complete address on the form on the business actor's website. This is done for administrative data and to determine the credibility of a consumer.
2. Opportunity for consumers to review the transactions they will make, this is intended to avoid mistakes made by consumers. Based on research on online stores there is a cancel order facility or cancel or I don't Agree that can be clicked by consumers if they do not want to continue the transaction or cancel the transaction.
3. The price of the product offered, whether it includes shipping costs or not. Usually online store business actors add a separate fee for shipping goods. So the price of the product listed on the business actor's website does not include shipping costs.
4. Information about whether or not consumers can return purchased goods and their mechanisms. This is very important for consumers to understand, because not all ordered goods are received perfectly, there is a possibility of damage during delivery or the goods

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are defective. So that consumers can return the goods according to the mechanism determined by the business actor and consumers get new goods again.

5. Dispute resolution mechanism, this is very important to be clearly informed by business actors to consumers, because a transaction does not always run smoothly, sometimes disputes between business actors and consumers occur. So it is necessary to clearly regulate the dispute resolution mechanism. Based on research, business actors in Indonesia do not include a dispute resolution mechanism. So there is no legal certainty in resolving disputes between business actors and consumers.

One of the advantages or benefits of e-commerce is the diverse and detailed information that consumers can obtain compared to conventional trade without having to bother going to many places. However, e-commerce also has disadvantages. Electronic transaction methods that do not bring together business actors and consumers directly and consumers cannot see the goods ordered directly have the potential to cause problems that are detrimental to consumers. Various cases that arise related to the implementation of transactions, especially security factors in e-commerce, are certainly very detrimental to consumers. In fact, guarantees of e-commerce transaction security are very necessary to foster consumer trust in its users. Ignoring this will result in a shift in the philosophy of efficiency contained in e-commerce transactions towards uncertainty which will later hinder efforts to develop e-commerce institutions.

Nationally, the institution to provide protection for consumers is Law No. 8 of 1999 concerning Consumer Protection, but this Consumer Protection Law has not specifically anticipated the development of information technology in its regulations. At the international level, international agreements have been made that can specifically be used to provide protection for consumers in e-commerce transactions. Although not specifically designed to provide protection for consumers in e-commerce transactions, as mentioned above, the UN, specifically the commission that handles International Trade Law, has approved the UNCITRAL Model Law on Electronic Commerce with resolution 51/162 as a mandate for progress towards the harmonization and unification of international trade law for the benefit of all parties, especially parties in developing countries.

Legal Institutions and Protection for Consumers in E-Commerce Transactions at the National level, Indonesia has a Law that provides protection for intellectual property rights such as Copyright, Patents and Trademarks including ratifying the Law on Consumer Protection.

At the national level, efforts to provide protection for consumers are indeed stated by the enactment of Law No. 8 of 1999 concerning Consumer Protection. Furthermore, in the Explanation of the Law, it is explained that the phenomenon of globalization and free trade supported by advances in telecommunications and information technology has expanded the scope of movement of the flow of goods and/or services across the borders of a country, so that the goods and/or services offered vary, both foreign and domestic production.

In the context of consumer protection law applicable in Indonesia, namely Law No. 8 of 1999 concerning Consumer Protection, the rights and obligations of consumers and business actors have been regulated clearly and firmly. The rights and obligations of consumers are regulated in Articles 4 and 5 of the Consumer Protection Law, while the rights and obligations of business actors are regulated in Articles 6 and 7 of the Consumer Protection Law. These articles regulate the proportion or position of consumers and business actors in a business or trade transaction mechanism.

In the context of e-commerce transactions, the legal aspects of consumer protection that are directly related to consumers are those concerning aspects of prohibited acts for business actors and the responsibilities of business actors. Aspects of prohibited acts for business actors in the Consumer Protection Law are regulated in Articles 8 to 17. This aspect can be enforced if it can be proven that the goods and/or services traded through e-commerce violate this provision. Furthermore, this is also related to the prohibition of misleading advertisements. Consumers or those who deceive, as if the goods and/or services offered are in good condition but in reality they are not.20

The objectives of consumer protection as stated in Article 2 of the Consumer Protection Law are:²¹

1. Increasing consumer awareness, ability and independence to protect themselves;
2. Raising the dignity and status of consumers by preventing them from the negative effects of using goods and/or services;
3. Increasing consumer empowerment in choosing, determining and demanding their rights as consumers;
4. Creating a consumer protection system that contains elements of legal certainty and openness of information as well as access to obtain information;
5. Raising awareness among business actors regarding the importance of consumer protection so that an honest and responsible attitude towards doing business grows;
6. Improving the quality of goods and/or services that guarantee the continuity of the production of goods and/or services, health, comfort, security and safety of consumers.

It should also be emphasized that the main factor that is a consumer weakness is the level of consumer awareness of their rights is still low, which is mainly caused by low consumer education. In addition to the regulations in the Consumer Protection Act, in fact at a certain level to protect consumers can also be used criminal law in this case the Criminal Code. In fact, there is still one more legal institution that can protect consumers in e-commerce transactions, namely insurance and through Law Number 1 of 2024 concerning Information and Electronic Transactions, namely that anyone who is harmed by this e-commerce transaction can file a lawsuit against the party that organizes the electronic system and/or uses information technology that causes losses to the community in accordance with Article 38 paragraphs 1 & 2 and in addition to resolving lawsuits through the courts and resolving civil lawsuits as referred to, the parties can resolve disputes through arbitration, or other alternative dispute resolution institutions in accordance with the provisions of laws and regulations according to Article 39 paragraph 2. From what has been explained above, it is very clear that for the sake of consumer protection needs, especially consumers who conduct business transactions using electronic technology (e-commerce), the urgency to create legislation that regulates this matter is very high. This is because existing laws and regulations, especially laws governing consumer protection, have not accommodated these needs. The different characteristics in the trading system through electronic technology are not covered in the Consumer Protection Act. Therefore, it is necessary to create legal regulations regarding cyberlaw including e-commerce so that consumer rights as users of electronic technology in the trading process, especially in conducting e-commerce transactions, can be guaranteed.²²

CONCLUSION

The Consumer Protection Law (UUPK) and the Electronic Information and Transaction Law (UUIYE) have been able to provide adequate legal protection for consumers in conducting transactions via e-commerce, this legal protection is seen in the provisions of the UUPK and UUIYE where both regulations have regulated the use of consumer personal data, the requirements for the validity of an e-commerce transaction, the use of CA (Certification Authority), and the use of certified electronic signatures for high-risk electronic transactions and regulate prohibited acts for business actors in marketing and producing goods and services that can be used as a reference for objects in e-commerce transactions.

In Indonesia, consumers who are harmed in e-commerce transactions have two options to obtain legal remedies: non-litigation and litigation. Non-litigation through the non-profit institution Indonesian Consumers Foundation (YLKI), the Consumer Dispute Resolution Agency (BPSK), and through related agencies, the Directorate of Consumer Protection, Ministry of Industry and Trade. For non-litigation legal remedies, this has not been explained in detail in the UUPK and UUIYE regulations so that consumers can be protected not only in conventional transactions but also e-commerce transactions and not only in Indonesia but also international transactions.

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