

Consumer Protection in Buying and Selling Online

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Abstract. Information and communication technology (ICT) development has been felt, including Electronic Commerce (E-commerce). Online buying and selling transactions no longer bring together sellers (business actors) and consumers (buyers). These transactions occur through websites or websites, correspondence via email or other social media, and payments can also be made via the internet, mobile banking, or interbank transfers and can also be made through the mini market that has been provided. Method of this research approach, the researcher uses a normative research approach. If in reality, the product received by the consumer/customer does not match the product description or image on the advertising for an internet retailer, it can be concluded that the consumer or the buyer can file a legal claim both civilly to the business actor/seller based on acts of default or acts against the law (1365 KUHPer) for Customers conduct online purchasing and selling transactions with the seller.

Keywords: Legal Protection; Online Transaction

1 Introduction

Along the way, Communication and information technology (ICT) development has also entered the trade or business area, where a business transaction (Commerce) is no longer carried out directly (conventional) but As digital revolution (ICT) advances, business transactions are carried out using internet and technology services. other electronics [1]. Changes that occur in every line of people's lives, where the development of information Research has led in the globe being international and substantial societal changes occurring at such a rapid pace. [2].

Digital Trade (E-commerce), which is one of the repercussions of the growth of information and communication technology that creates changes in the business sector, has been felt. Clients, producers, wireless carriers, and middlemen (intermediaries) engage in f o over networked computers, such as the internet. [3]. Online buying and selling transactions no longer bring together sellers (business actors) and consumers (buyers). These transactions occur through websites or websites, correspondence via email or other social media, and payments can also be made via the internet, mobile banking, or interbank transfers and can also be made through the mini market that has been provided.

Modern information and communication technologies (ICT) in online buying and selling transactions is almost similar to the conventional buying and selling contract model carried out by the Indonesian people, both buying and selling contracts based on the Civil Code system (hereinafter abbreviated as KUHPer) or according to the legal system custom [4]. The occurrence of things like what happened above directly disturbs/injures the rights of consumers, especially the rights related to obtaining correct, clear, and honest information on the products provided. Cyber activities are not simply because the space for carrying out their activities is no

longer limited to the territory of a country, can be accessed easily, from anywhere and anytime. Losses experienced in electronic transactions can be experienced and can happen to both the perpetrators of electronic transactions, but it is possible to happen to people who have never made electronic transactions, as an illustration of the theft of funds in credit cards through shopping via the Internet.

Therefore, evidence needs to get serious attention, because electronic information in the Indonesian procedural law system has not been accommodated optimally and comprehensively, besides that the electronic information system also has the potential to be very vulnerable to being changed, intercepted, and falsified can be sent to other countries various parts of the world in a short time, so that it can lead to complex and complex problems. Regulations regarding buying and selling transactions conducted electronically or online. The government and the Republic of Indonesia's Legislature have regulated this in Law no. 11 of 2008 concerning " Systems Will be able and Knowledge " which was ratified and enforced on April 21, 2008. Furthermore, concerning the legal protection system provided to consumers, the Government and the Republic of Indonesia's Legislature (DPR RI) have also regulated Law No. 8 of 1999 concerning "Consumer Protection".

In addition to protecting the rights of consumers, the UUPK also provides guidelines for business actors regarding their actions in advertising their products, wherein Article 17 of the UUPK, business actors are not allowed to deceive consumers regarding the quality, quantity, materials, uses and prices of goods and/or services. or service rates and timeliness of receipt of goods and/or services, guarantees/guarantees, erroneous information about goods and/or services, and exploiting events and/or a person without the authorized permission or approval of the person concerned, violating ethics and the provisions of laws and regulations. invitation.

The obligation of a seller or business actor to guarantee consumer confidence in every transaction carried out is clearly regulated in the UUPK, namely in Article 7 and Article 49 paragraph (1) of Regulation by the government Number 82 of 2012 in relation to Digital Transaction System Operators (hereinafter abbreviated as PP PSTE), in general, it states that business actors who offer products are expected to give accurate and comprehensive knowledge about contract conditions, vendors, and items available, and it is also obligatory for business actors to give detailed contract details offers or advertisements.

In addition, if the goods received are not under the agreement in Article 49 paragraph (3) PP PSTE regulates precisely the warranty if there are hidden defects in the goods purchased by consumers. The Act on Data and Digital Transactions was enacted. which was then abbreviated as UUIE and PP PSTE, which should be the answer to the problems that have been sticking out in the world of online trading business, has not fully been able to answer all the existing problems.

2 Research Methods

Method of this research approach, because this study is based on a notion, the researcher employs a norm research technique. [5]. This research uses a form of evaluative research, prescriptive research because, in this research, we want to assess a statutory regulation, especially regarding consumer protection and electronic transaction laws, this research also aims to provide advice on what to do to get the maximum solution to the problem, especially about aspects of the legal relationship between the customer and the seller and consumer legal protection in the process of online buying and selling transactions [6]. The database analysis technique used to investigate the issue of constitutional recourse for consumers during online

buying and selling operations, namely data analysis through data selection that generates descriptive data, namely data from theoretical foundations, legal concepts, and legal doctrines.

3 Results and Discussion

3.1 Legal Protection Instruments for Consumers

The growth of e-commerce in Indonesia is of course influenced by the lifestyle of the people. Where in the past they used to shop using methods with conventional shopping systems or direct meetings between sellers and buyers, over time, buying and selling with conventional methods has now turned into a buying and selling system using the internet or online devices, although not all people have used it. In addition to bringing a favorable influence on growth and progress of the Indonesian economy, of course, there will be a negative impact from the development and growth of information and communication technology which creates new problems in the world of economy and business, which must then be resolved using the prevailing Indonesian legislation and rules considering that the State of Indonesia is a state of law.

In a commercial contract, the special legal tool for customer is actually realised in two forms of regulation: legal support through a specific form of legislation (Laws, Government Regulations, etc.) and legal protection based on a special agreement made by the parties, in the form of the stimulant of the agreement between producers and consumers, including such regulations on recompense, the period for legal complaints, grievance redressal, etc. [7]. Legal subjects or all parties in the process of buying and selling online are the consumer or customer [8] with the seller or business actor [9]. Electronic transactions so that legal actions occur between the customer and the seller and/or performer in the business through the subsequent online transaction process from legal action or agreement, thus giving birth to an engagement [10].

The statement "all" contains a statement to "anyone" is allowed to agree in the form and contains anything or about anything and the agreement will be binding on all parties who make it like a law. However, the agreement was made to fulfill what was required in the Article 1320 of the Criminal Code establishes the legality of the agreement: namely agreement, skills, certain objects, and halal causes (halal causes) [11]. The enactment of the law as in e-commerce sector in protecting parties conducting internet-based payments has existed since 2008 with the issuance of special laws and regulations governing Digital payments are governed under Law No. 11 of 2008 on Data and Digital Payments (EIT Law), with the consideration that public policy is a never-ending activity which must continually respond to the changing forces of culture. [12].

For electronic transactions that involve domestic parties and occur in the jurisdiction of the State of Indonesia, If an issue arises, determining the appropriate legal norms is simple. The relevant rule is inherently Indonesian rule, which means that the Burgelijk Wetboek (BW), the Safeguard Of Consumers, the Data and Digital Business Law, and its derivatives can be used to settle future disputes. However, for cross-border trade transactions that are not under the jurisdiction of the State of Indonesia, dispute resolution will be carried out by a forum chosen by the parties using the law that has also been chosen by the parties in the electronic contract.

The basis for the settlement of disputes that arise in a country that is not under the jurisdiction of the State of Indonesia, "Someone can initiate a case has been filed against company that organizes the Electronic System and/or employs Digital Technologies that

resulting in injuries," according to Article 38 of Law No. 11 of 2008 governing Data and Digital Trades. [13].

Following the terms of the Laws and Rules, the community can bring a lawsuit on behalf of the community against the party that runs the Embedded Device and/or employs Digital Technologies that causes damage. Furthermore, according to Article 39 of the UUIITE:

"Civil cases are required to comply with the law's requirements. The litigants can also come to an agreement conflicts eternity mediation or other ADR stands for resolving disputes organizations under the provisions of the Laws and Rules, in contrast to settling civil litigation.

This is by the provisions in Article 23 of the Consumer Protection Law (UUPK) which provides for institutions that have the authority to resolve problems that occur.

"Entrepreneurs that reject and/or do not reply and/or do not compensate clients can be sued through a customer resolving disputes body or by submitting to the customer's domicile's court."

For contractual obligation, see Article 1243 BW, and for criminal activities, see Article 1365 BW. Of course, the emergence of a default litigation presupposes the existence of a contractual legal connection (agreement) here between parties, which gives rise to rights and liabilities for the stakeholders. Where the rights and responsibilities are fulfilled through what is known as performance. What is known as a default occurs when goals are not met/implemented/implemented improperly in accordance with the parties' contract (breach of promise).

For cases of loss to consumers in e-commerce transactions in Acquiring and online shopping caused by sellers, if a problem arises and there is a purpose to file a lawsuit, it would be more appropriate if it was based on a breach of contract and not a violation of the law. Because it departs from an arrangement in between supplier and the customer on the sales of goods, so by referring to the obligations of business actors in electronic contracts that have been violated and therefore cause losses to consumers.

Thus, in the electronic transactions that we carry out, we can use the instruments of UU ITE and/or PP PSTE as a legal basis for solving problems that could occur. Regarding consumer protection, Article 49 paragraph (1) of PP PSTE emphasizes Enterprises that provide items via use of the automated device must give comprehensive and accurate information about agreement provisions, manufacturers, and items on the market. The Business Actor is also required to provide precise information on contract offers or ads in the following paragraph.

3.2 Legal Protection Against Consumers Who Are Lost in Transactions of Buying and Selling over the Internet

Concerning Shoppers have protection, the authors use the law enforcement theory proposed by Soerjono Soekanto [14]. The cause of this has an interrelated relationship with the era which is the essence and benchmark of the effectiveness of law enforcement, these factors are law (laws), law enforcement, facilities or facilities, society, and culture [15].

So because Preface to the 1945 Constitution reads "protect the entire nation and the entire homeland of Indonesia, promote the general welfare," it is a political founding document, also known as an ec treaty, and the legislation of consumer interests through laws is essential for the implementation of a welfare system. which throughout the eighteenth century has contained the notion of a welfare state that has evolved owing to the impact of socialism [4].

Consumers as parties in an online buying and selling transaction process have the rights regulated in Article 4 of the Consumer Protection Act [1]. The seller with an online system has obligations as stipulated in Article 7 of the PK Law states [12].

Seeing some of the losses experienced by consumers in statutory safeguards transactions for consumers contained in the UUPK regarding the rights that must be obtained by consumers includes several things, namely: [16]

- a. Consumers have a right to accurate, clear, and honest information on the terms of service of goods and services.
The occurrence of default, of which is because the right to correct, clear and honest information on an item is often neglected by business actors in the description of the goods they sell. As users and users of goods and/or services, consumers have several rights and obligations. One of them is knowledge about the rights of consumers, which aims to make consumers become critical and independent and able to choose wisely and correctly what they choose.
- b. Consumer's Right to Claim Compensation
Compensation for loss of goods and/or services, about the protection of consumers, who in this case suffers losses due to goods and/or services received not following the agreement or not properly, then the seller or marketplace is obliged to provide a replacement/refund of the goods and/or services. product, and is responsible for providing compensation or damage under what has been regulated in Article 19 of the UUPK.
- c. Consumers' Rights to Complain Problems
Section 19 of the UUPK, which controls interests of consumers, including the right to representation, security, and adequate conflict resolution attempts, contains complaints concerning difficulties linked to losses sustained by customers. Of course, this privilege is meant to help customers who have been damaged by the use of a product, whether through litigation or non-litigation.
- d. Resolving Consumer Disputes
Settlement of consumer disputes as regulated in the UUPK and UU ITE already regulates it, the choice of resolving conflicts both The capacity to be adjudicated and out of law of the consumer to choose it, the basis for the election in consumer dispute resolution is Article 45 paragraph 1 UUPK, where it is stated that: "Any consumer who has been affected can sue corporate operators via organizations dedicated to resolving consumer-business conflicts or via courts in the broader legal system."
- e. Right to consumer education
The accessing education and awareness is designed to provide consumers with the knowledge and expertise they need to minimize product-related losses and to be more critical and cautious when purchasing items.

The protection given to people reselling on the internet e-commerce transactions with the birth of the ITE Law can be divided into 4 (four), namely:

- a. There is the supervision of business actors, including clarity of identity, and must have official permission from the authorized official. Article 9 of Law Number 11 of 2008.
- b. Protection of consumer's data so that it is not misused, because the consumer is often required to provide complete personal identifying information before starting a transaction. Article 26 of Law Number 11 of 2008.
- c. Provision of clear and correct information regarding products (goods and/or services), this is a consumer right which is accommodated by Article 9 of Law Number 11 of 2008.
- d. Providing clear and complete information regarding the transaction mechanism and matters relating to the transaction.

The protection is given to consumers in online buying and selling, Article 49 paragraph (1) PP PSTE emphasizes that if the seller or business actor offers a product in the form of goods

or services through an electronic process, they must provide correct and complete information about the producer, the terms of a contract and products or offered.

4 Conclusion

Legal aspects that occur between business actors or product bidders in the form of hard products or intangible with consumers or sellers in transactions through electronic media, namely the capacity as parties or legal subjects in buying and selling, consisting of the consumer/customer and the seller. The legal relationship that occurs in online buying and selling arises because as an expression of the notion of contractual liberty (*laissez-faire*), namely an agreement that binds the parties (*pacta sunt servanda*). If in reality, the product received by the consumer/customer does not match the product description or image on the advert for an internet retailer (as a form of the offer), it can be concluded that the consumer or the buyer can file a legal claim both civilly to the business actor/seller. based on acts of default or acts against the law (1365 KUHPer) for online buying and selling transactions that consumers/customers do with the seller. The seller can also file a criminal complaint based on Article 62 of Law Number 8 of 1999, Article 378 of the Criminal Code, and Article 28 paragraph (1) Jo. Article 45 paragraph (1) Number 11 of 2008 concerning "Electronic Information and Transactions";

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