

E-Commerce Transaction Problematics In Online Sale And Purchase Contracts

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Abstract. In the digital era, all citizen activities are made easier by the development of digital technology. Through digital, people can carry out activities, whether related to social or business aspects. In business activities, a person can carry out e-commerce buying and selling transactions online, starting from negotiating to payment and delivery of goods. In many cases, payments have been made using e-wallet but the goods purchased are not received by the consumer, so it can be said that the trader is in default, but it is relatively difficult for the consumer to demand cancellation of the promise and demand a refund due to the fact that the trader's personal evidence is not clearly known, especially if it was discovered that the traders were actually located outside the Indonesian area. When doing business via e-commerce, you actually want to obtain legal certainty so that there is no loss to consumers. What are the legal problems of e-commerce transactions that occur in online sales and purchase contracts, so that legal certainty can be guaranteed? The research method was carried out normatively. The aim of this research is to find out and find problems that occur in transactions via E-Wallet which is often used in business activities both nationally and internationally.

Keywords: Digital, e-commerce, sales and purchase contracts, legal problems.

1 Introduction

Technology and science, which are increasingly advancing at a rapid pace, can certainly help humans communicate in all fields, including transactions via online media, which makes humans more conducive to carrying out commerce or other activities. However, the negative side is that advances in technology can also be misused by irresponsible humans to the detriment of other humans.

There are many legal problems related to online transactions, for example the case of Durian Tour via Online Application, where a woman was deceived to the tune of 7.1 billion, even though that did not buy and did not make any transactions, but her savings had been

transferred to another party for that amount on.[1] In another case, a man bought bakcang through an online site and suffered a loss of up to 66.8 million. The man was surprised when his money ran out even though he had not made a payment transfer, he had only followed the seller's orders. The next day it turned out that the money in his account had been paid and the man suffered losses as mentioned above.[2]

When buying and selling online using social media technology, it is actually not always safe, because even if you haven't made a payment, just following the seller's instructions, such as pressing a button, the buyer's money has changed hands and the goods are not delivered. The legal fact is that online sales and purchase agreements often involve fraud because there are no direct offline meetings between the seller and the buyer. They don't know each other and the parties sometimes don't understand each other.

This legal problem has not been regulated in detail by statutory regulations. Legally, the transaction process that is generally carried out must be based on the conditions for the validity of the agreement as regulated in Article 1320 BW, namely the existence of an agreement between the parties, the skills of both parties, the existence of certain causes and the object is not an item prohibited by law.

Looking at this case, according to Article 1320 BW, if one of the parties violates this provision, of course there will be legal consequences, namely the aggrieved party can ask to cancel the agreement because of the invalidity of the agreement, and can also file a lawsuit in court because of a breach of contract. You can even be subject to fraud (criminal) offenses as well as the Information and Electronic Transactions Law that applies in Indonesia.

Based on these problems, it shows a legal fact that online buying and selling agreements are prone to fraud. Legal problems that often occur in cases of fraudulent online sales and purchase agreements, for example, consumers have paid the costs, but the seller does not send the goods for quite a long time, the goods are defective or even the goods are not sent at all, so the buyer does not get the goods and cannot use them.

In online buying and selling, citizens can carry out online sales agreements through the e-commerce industry, such as the well-known ones in Indonesia, namely: Tokopedia, Lazada, Blibli.com, Bukalapak, Zalora, Shopee, Berrybenka, Kaskus and Traveloka or large marketplaces in Indonesia that already have a well-organized system, to avoid fraud so it is more comfortable, compared to online buying and selling via Facebook, Messenger, Telegram, WhatsApp, Instagram, Twitter accounts, which of course have greater risks and are prone to fraud, because the online buying and selling website is not a well-known e-commerce industry in Indonesia.[3] This issue can give rise to legal uncertainty, therefore the issue that will be discussed is "What are the legal problems of e-commerce transactions that occur in online sales and purchase contracts, so that legal certainty can be guaranteed?"

The birth of an agreement in J. Satrio's book questions when the agreement was born or occurred. Regarding the birth or occurrence of an agreement, there are four theories that answer this question. Firstly, the statement theory (Uitingstheorie), in this theory the agreement exists when there is an offer, at the same time there is a written acceptance, at that time the statement of intention of the offer and the acceptor meet each other.

The weakness of this theory is that it is difficult for people to determine when the certainty of the agreement was born, because it is difficult for people to determine when the acceptance response was written. Second is the delivery theory (Verzendingstheorie), in this theory an

agreement is born when the delivery of the response has been accepted, it can even be determined that when the delivery has been stamped by the delivery company, the acceptor no longer has the power to refuse. The weakness of this theory is that the agreement has been born even though the person offering does not yet know that there will be an acceptance. Third, the theory of knowledge (Vernemingtheorie), this theory is the answer to the weakness of the delivery theory, namely that the agreement arises when the answer is known by the person offering. The weakness of this theory is how if the sending letter is not opened by the party offering then the agreement will not arise, fourthly there is the acceptance theory (Ontvangsttheorie), this theory answers the weakness of the theory of knowledge, namely that the agreement has occurred when the answer is received, whether the letter is opened or not, the important thing is that the acceptance answer has arrived at the destination.[4]

The form of achievement in Article 1234 BW is doing and delivering something, or not doing something. This can be referred to as the content contained in the contract which contains the rights and roles that must be carried out by both parties who have agreed to the contract. Defaults committed by debtors can take the form of 4 things, namely: not carrying out what was agreed to in the agreement, carrying out what was promised but not in accordance with what was promised, and in completing what was promised carrying out something that is not in accordance with the contract.

Default can be caused by mistakes, negligence and deliberate actions. The debtor himself has the role of providing the object, does not have a role in carrying out the maintenance of the object as required by law and is not responsible for the reduction in the value of the object. Deliberation is an action carried out by someone with understanding and desire. Negligence is an activity carried out by the perpetrator who already knows the impact that will arise from the action he is carrying out. Default in a contract means not carrying out an action. If the person does not carry out the exercise of rights that he or she should do, then the person can be said to be in breach of contract. The impacts that can arise if there is a default are: paying off losses felt by creditors, cancellation of contracts that have been previously approved. If the issue of default is handled through litigation. Default can occur if the debtor is claimed to have forgotten in trying to fulfill the creditor's rights. Based on this, the debtor can be claimed to have made a mistake, intentionally or negligently in an effort to fulfill the rights of the creditor and the creditor can issue a summons. Default is committed by one of the parties, so that the party feels burdened or feels that their rights have not been handed over in accordance with the agreement by the other party, so that the party who is burdened can carry out a petition in an effort to demand that their rights be fulfilled by the other party in accordance with what has been stated in the contract. The rights to be claimed can be submitted in a certain way or combined with other claims.

2 Method

This research is normative research, namely research that is based on literature study with an emphasis on the study of legislation as well as the study of legal concepts and theories related to the problem. The method for collecting legal materials is carried out by analyzing statutory regulations, legal minutes, as well as some decisions related to e-swallow transactions. Secondary legal material is obtained by analyzing books, journals and previous research results that are related to the material discussed. Tertiary legal materials that can support primary legal materials and secondary legal materials are legal dictionaries and notes that can

be accessed via the internet. The legal material that has been received is then analyzed using the story method, where this method describes the legal issue by describing in detail the legal material that has been obtained, which is then interpreted analytically and syntactically, namely focusing on the relationship of one legal regulation to another and look for posts that have similar roots to the research theme.

3 Result and Discussion

3.1 Agreement Concepts and Theories related to the birth of agreements

In current transactions, there are two agreement models, namely conventional agreement models and modern agreements. In conventional agreements, the parties meet each other and get to know each other and can provide their respective identities when carrying out transactions, so it is relatively easy to fulfill the buying and selling requirements based on Article 1320 BW. Both parties meet directly and bargain directly, even the object of the agreement can be known before the transaction occurs, so whether it is appropriate or not appropriate can be made before the agreement is agreed.

In contrast to modern agreements, in this agreement, the parties do not know each other, including the identities of both parties, they transact via electronic media using certain selected applications, then pressing certain buttons according to instructions from one of the parties. If the prospective buyer agrees, the prospective buyer presses that particular button.

In the present era, it can be said that a new theory of agreement has emerged with the development of technology and knowledge, so an agreement arises when a button is pressed, once the button is pressed, an agreement is born. This is different from previous agreements which emphasized physicality. Transactions are determined by pressing buttons on both cell phones and laptops (PCs). Pressing the wrong button will result in many risks, even if the button is not continued, the transaction will continue to run, as in the incident above, where consumers have experienced many losses, even though they actually intended not to continue the transaction or cancel it, but because the buttons have been programmed in such a way, they can automatically the transaction continues one-sidedly and the buyer can't do much.

According to Muhammad Rafi Ismail et al. in e-commerce there is something special that is the object of the contract, as well as what is required in Article 1320 jo 1333 BW regarding agreements in general.[5]

Implementing buying and selling via electronics is usually carried out with the following steps:

- a. There is an offer. In the buying and selling business via e-commerce, those who carry out negotiations are producers or business actors who can use the website to offer the products they sell or upload products to be sold accompanied by real product descriptions. On the website, it shows what is being offered in terms of prices, rating numbers or automatic polls regarding items that have been filled in first by consumers. With this, customers can easily identify and view objects or products offered by business actors without being limited by space and duration. There are conditions that appear to be in accordance with what the prospective buyer wants so that the prospective buyer is interested. If the negotiations are reached and agreed upon, it means that there is agreement/agreement. For businesses that use

e-commerce, an offer can be made to a specific person and is only open to those who accept it. So with this it can be said that negotiations take place when customers open the website or see items offered by business actors either on social media or marketplaces. However, generally business actors also offer products to potential buyers that are not similar to those offered.

- b. There is acceptance, as if the manufacturer or business actor is using negotiations on a website or a marketplace so that acceptance is related to the place where the negotiation is carried out, whether via the website or marketplace. Prospective buyers can make agreements with business actors regarding the goods or services offered. In the electronic buying and selling business, before entering the payment step, customers can first place items that have been offered by the business actor.
- c. Payment, on online websites, payment methods are made based on an agreement between the consumer and the merchant. Initially consumers wanted to meet potential buyers via telephone. So that both parties can determine and agree on what kind of business they want. For example, cash on delivery or payments that are attempted to be met in person, not only that, if there are problems over distance, you can use a transfer payment system via a bank where the customer sends proof of transfer or payment for the goods or services they have ordered.

3.2 E-wallet transactions

Article 1 paragraph (2) of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Data and Business (hereinafter referred to as the ITE Law), confirms that electronic transactions are legal actions carried out using a PC, computer network as well as or other electronic devices. The buying and selling business via the internet is one of the concretizations of the determination of Article 1 paragraph (2). In this electronic buying and selling transaction, the parties involved in it carry out a legal bond which is stated in the form of an agreement or contract which is executed electronically and in accordance with the provisions of Article 1 number (17) of the ITE Law, an electronic contract is an agreement between the parties which is made via an electronic system. Even though it is done online via the Internet, an electronic contract can also be an electronic deed that can be used as a factual tool to avoid misuse by irresponsible parties and cause losses, even though in practice there is no sale and purchase agreement handled by business actors and consumers. However, with verification of payment made by the consumer and notification from the business actor that the item will be sent, then this can be used as a fact that there is an agreement between the business actor and the consumer to carry out a buying and selling business.

This buying and selling transaction is carried out via E-wallet. Today's digital era has changed the way everyday trading is done. Technological innovation has created an electronic payment model called a digital wallet or e-wallet. The emergence of electronic money opens up opportunities for people to carry out financial transactions without having to use cash. E-wallets are seen as a more effective non-cash payment option.[6]

Even though transactions are carried out non-cash, financial calculations are still based on savings or deposits in the bank. The more savings we have in the bank, the more intently we can carry out e-wallet transactions. On the other hand, if there is little savings in the bank, the e-wallet transactions will be smaller, because Even though all of this is non-cash, the calculations are still based on our money deposits in the bank.

Electronic business practiced in online business creates unequal bargaining power between business operators and entrepreneurs consumer. It can be explained by the reality that business actors who sell equipment or services online often use standard contracts, resulting in unequal bargaining power. The weak role of customers and business actors in carrying out online business will definitely be very detrimental to consumers and will violate consumer rights as regulated in Article 4 of Law No. 8 of 1999 concerning User Protection. The very weak position of consumers/users towards business actors is a weakness for users of payments via e-wallet.[7]

The legal cases that have arisen include, among other things, the legal view of agreements, where the agreements themselves are regulated in Article 1320 BW. In order to confirm whether an agreement is legal or not, the legal provisions of the agreement must be met, namely the existence of an agreement between the parties, the competence of the parties, the existence of special conditions and something that is lawful. In the e-commerce business, it is difficult to fulfill the legal provisions of the agreement in the BW. The question that arises is whether the sale and purchase contract via the internet is valid even though the business actor and the prospective buyer do not meet in person? It is indeed difficult to determine when the agreement was born. Many unexpected things happened to the parties carrying out the contract. One of them is the breach of commitment committed by business actors. In practice, it is often found that there is no effort made by business actors to overcome this problem. For example, if a prospective buyer has chosen an item based on the image content and image description that has been promised by an application business actor such as Instagram, but the item that has arrived does not match the quality promised, then the business actor thinks that the item cannot be returned, but looks the contents of Article 7 letter g of the Consumer Protection Law, so that business actors are responsible for providing compensation, compensation and/or exchange if the goods or services obtained or used do not match the agreement. Unfortunately, sanctions for violations of Article 7 are not clearly provided in the Consumer Protection Law.[8] So it is a guarantee that the goods offered and those received by consumers may be different, but consumers cannot claim compensation.

Applications such as Bukalapak, and Shopee do not act as traders and consumers but rather as service facilitators who bring together traders and consumers. In this program, several provisions are made that must be implemented by traders or consumers who use the service. The provisions contained in the program are binding provisions and the status of the provisions is a binding contract that consumers must comply with. The legal understanding contained in the provisions in Bukalapak is related to the legal meaning being adjusted to national law and the method of resolving disputes through Indonesian National Arbitration.

In the Bukalapak program there are legal provisions that regulate the rights, roles and responsibilities of consumers of this program. There are conditions that must be agreed upon in advance for its use. Bukalapak is strictly prohibited from using the application for actions that are against the law for traders or consumers. Violations committed by Bukalapak or hacking of consumer accounts will result in sanctions in accordance with positive law in Indonesia. In line with the terms of use of the Bukalapak application, Article 22 Part 1 of the Law on Electronic Data and Business states that electronic agents are responsible for providing features where their consumers can use these features to carry out data changes in the course of business. The feature defined here is a tool that electronic agent consumers can use to make data-related changes to information that has been provided, for example the means for cancellation, editing and reverse verification. views that should be contained in

every customer's rights regulated in the Civil Code, in fact there are only two views applied by Bukalapak, namely the customer's right to obtain facilities and the customer's right to receive damages in the event of a default. Some of the rights that should be exercised and obtained by customers in the buying and selling business cannot be fully transferred by Bukalapak, so this is a fact that does not yet meet the legal clarity factors regarding customer protection that have been regulated by law.[9] So in the event that a consumer uses a trusted (legal) e-wallet transaction but the transaction does not meet the terms of the agreement stipulated in the BW.

Handling defaults can be done through non-litigation efforts or through mediation. However, if this mediation method is not achieved, it can be done through litigation. Handling through litigation usually takes a long time and costs quite a lot, so that settlement in a legal panel is not an important option for resolving default cases. Mediation is an important option in resolving default issues because the resolution time is considered shorter and the costs incurred in handling the problem are considered lighter. The regulation of buying and selling business matters is regulated in Law Number. 11 of 2008. Protection of the rights and roles of customers and business actors is regulated by Law Number. 8 of 1999, as a result, creates a sense of comfort for prospective buyers in carrying out buying and selling business and provides a sense of comfort for producers in selling their products.[10]

The emergence of a conflict in the online buying and selling business using the COD system requires trade executors to follow up on each case that occurs based on Article 72 Part (1) of Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems in conjunction with Article 45 Part (2) of the Law Number 8 of 1999 concerning Consumer Protection by handling cases through litigation and handling cases through non-litigation, including negotiation, conciliation and mediation. If there is a case in the future, the business actor can carry out proof, if the customer is proven to have forgotten. Handling cases through litigation or non-litigation must have an agreement as regulated in Article 48 of Law Number 8 of 1999 concerning Consumer Protection. To fulfill the rights of business actors, they can not only get legal protection, they can carry out some businesses in accordance with legal regulations in Indonesia regarding consumer negligence in default.

Article 72 Part (1) Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems in conjunction with Article 45 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection, handling electronic trading cases can be done by handling cases through litigation or non-litigation handling . In this way, business actors can fight for the fulfillment of their rights, then handling electronic trading conflicts is similar to Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems, including handling electronic trading conflicts through the Courts (Litigation). Business actors who suffer losses can file a claim and provide evidence to the District Court by referring to Article 118 Section (1) HIR (*Herzein Inlandsch Reglement*) and the Actor Sequitur Forum Rei guidelines, after the claim is submitted, until the District Court will examine the claim whether it is appropriate or not according to their competence. In order to ensure that business actors suffer losses or not due to consumer negligence, business actors must ensure that the losses they feel are not losses they caused. In an effort to protect the law with evidence in accordance with Article 22 in conjunction with Article 28 of Law Number 8 of 1999 concerning Protection Consumers up to the weight of proof are carried out by reverse proof.[11]

The research results of Muhammad Reza Ridwansyah et al show that the parties in online buying and selling transactions prefer disputes to be resolved outside of court as indicated by the results based on the results of questions and answers with business actors and consumers

as well as distributing questionnaires to 50 respondents concerned if there is a dispute between business actors and consumers to be brought up. into the realm of law, the informant felt that he did not agree. Of the five informants on the business actor side, they felt that they had never been involved in conflict issues with consumers until they were brought to justice, in contrast to the informants from the consumer side who were involved in conflict with business actors. They also feel that they do not agree if a conflict occurs with a business actor until it is brought to justice because they feel that it would only be a waste of time, as a result they prefer peaceful means and the dispute is resolved in a family manner.

Consumers in Indonesia are quite good at online e-commerce. They remember their rights and obligations when carrying out business, must always read and follow product usage instructions, always have good intentions every time they want to make a purchase, such as asking about product details or prices from the online shop admin and paying for the product according to the agreed price. The explanation above is a form of consumer necessity that must always be used every time they want to shop or make a transaction.[12]

The legal problem in online buying and selling contracts that often occurs is in the form of fraud because online buying and selling contracts in e-commerce contracts do not have direct meetings between the parties who sometimes misunderstand the rules or conditions offered to consumers.

E-commerce buying and selling contracts carried out online are well-known in Indonesia such as Tokopedia, Lazada, Blibli. com, Bukalapak, Zalora, Shopee, Berrybenka, Kaskus and Traveloka or marketplaces that already have well-organized systems to anticipate fraud so that buyers are more comfortable, compared to online buying and selling transactions on Facebook, Messenger, Telegram, WhatsApp, Instagram, Twitter, which has the potential for fraud is very large because the online buying and selling website is not a well-known e-commerce industry in Indonesia where it does not yet have a well-organized system to avoid the emergence of fraud and ultimately leads to inconvenience.

Likewise, it is also known that legal regulations have regulated the problem of fraud in online e-commerce sales and purchase contracts in Indonesian positive law, namely regulations regarding electronic transactions as regulated in Law Number 11 of 2008 concerning Electronic Data and Transactions and Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Data and Electronic Transactions as an important legal umbrella in regulating online e-commerce buying and selling contracts, Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning Sponsorship of Electronic Systems and Transactions, however , with the existence of these legal regulations, in reality there are still many opportunities for fraud in online e-commerce buying and selling contracts.

According to Wahyudiyono, the e-commerce business sector is a model of collaborating with business colleagues, and user services, which are provided in buying and selling technical services, aka e-commerce. The e-commerce business models that are currently being pursued in Indonesia are:[13] Firstly Classifieds aka classified promotions are the simplest form of e-commerce endeavor. This business sector takes the form of services provided by the industry to bring together traders and buyers. The industry provides space for traders to display or display their commodities. Consumers tempted by the merchant's wares are directly correlated with sellers and buyers everywhere with their consensus. The e-commerce industry is not responsible for the running of the business. E-commerce companies benefit from promotions

posted on the website. Sellers who carry out promotions can get more attention from consumers ordering because it is shown attractively on the front page. The e-commerce industry in Indonesia that utilises this form of business includes Berniaga, OLX and others.

The equipment sold in this industry is mostly leftover goods, aka goods that are limited in quantity. These two E-commerce C2C (Customer to Customer) Marketplaces are industries that provide a place as an intermediary for selling goods for sellers and the e-commerce industry provides payment procedure services for online transactions. This is an important characteristic of the C2C Marketplace e-commerce business sector. On average, e-commerce parties will provide Escrow services or third party accounts. The function of Escrow is to act as a bridge between sellers, buyers and e-commerce parties. If a consensus order has been reached, the orderer must pay a fee to Escrow. After the payment has been confirmed to be entered into Escrow, the seller can send the orderer's goods and after the orderer confirms the appearance of the goods, Escrow will give the money to the seller. Apart from being more secure, by using the Escrow service, if suddenly there is a problem with the goods, the costs will be immediately returned to the buyer.

E-commerce that has adopted this business sector includes Tokopedia, Lamido. The e-commerce company will benefit from a quality publicity system and commissions from Escrow services/shared accounts. Many traders who have goods in large quantities offer their wares in the e-commerce industry. Thirdly, Shopping Mall is an e-commerce business structure, namely the e-commerce industry which provides services that are more or less similar to the C2C Marketplace business sector, but the sellers seen in e-commerce are quite big brands that have a reputation in the local or universal market. To enter the service requires validation which is not easy to contact the seller. In terms of benefits, e-commerce parties are able to collect commissions from sellers who are big brands. In this way, the income can be greater. This business sector arrangement is implemented by Blibli. Fourth, B2C (Business to Consumer) online shops. In principle, this trading business structure is more focused on marketing materials and products belonging to the e-commerce industry itself. As a result, all benefits from product marketing are owned by the e-commerce industry and are not separated from other parties, types of business This trade is one of the most growing forms in Indonesia, but developing this trade system is certainly not easy. Not only does it require very large capital, the availability of material savings and marketing systems must all be handled by the e-commerce party themselves. Several e-commerce industries that carry out this trading business structure include Lazada, Bhineka, Berry Benka and others. However, the e-commerce industry also has a system, generally a C2C Marketplace, which can accept independent traders who have the right amount of material and ensure its availability. Fifth, social media shops, this form of e-commerce business can increase along with changes in social media that are increasingly developing.

The capabilities of social media are now being used directly by e-commerce companies by establishing business businesses based on social media. Initially, Facebook provided a fanpage that could be used to offer content for sale. A fanpage is a kind of exclusive page like a blog that provides various data, according to the wishes of the owner, ranging from companies, learning, services, products for the body, film stars, communities and many others. Currently social media as a basis for changing the business landscape is being dominated by Facebook, but with the shift in the social media model that has occurred recently, new rivals have emerged such as Instagram and Twitter. E-commerce in Indonesia that provides this trading business structure is Onigi. The benefits of this system are from the point of view of the large

number of users who come from social media and the ease of making it. So, in carrying out e-commerce sales and purchase contract transactions online, it is not enough just to know the basics of agreement law, but you are also required to know and be familiar with the various e-commerce programs so that in the future you don't experience losses due to errors in carrying out e-commerce, we Everyone must continue to learn e-commerce technology which continues to develop in running a business.

Legal protection in e-commerce transactions, in Liyani Dewi Sanyoto's view, can be done with several tools, namely legal protection, which can be done using data message techniques, in the form of digital signatures. In the legal protection phase after the transaction, business actors must pay attention to user objections and take responsibility for their products, so business actors are responsible for providing compensation based on damage, pollution and loss experienced by users as a result of using the products produced or traded. In this case, the user must declare the product defect with the perceived injury or loss. In discussing e-commerce, business actors are responsible for including proof of themselves in blogs (online stalls/virtual stores), there is a convention that guarantees the originality of online stalls/virtual store business actors in Indonesia.

It is recommended that every online shop/virtual store business actor who carries out e-commerce transactions be certified by competency certification norms as proof that business actors who carry out electronic trading are worthy of doing business after calculations and audits from authorized institutions. There is seriousness in protecting the confidentiality of individual user data, if the confidentiality of individual data is not protected by business actors, it can be traded by other parties for advertising purposes. In offering their products, business actors are required to provide clear and complete data regarding the products offered in language that is easy to understand and does not convey other meanings, so that users are not misled as to whether the quality of the product is genuine, fake or leftovers. Apart from the data, other relevant data such as the product name. This is very important to help consumers in making decisions to buy or not to buy. Provide standards if the products offered are guaranteed or safe to consume or use. Provides a guarantee that the product offered matches what is being promoted by the business actor.

Legal protection to clients is provided with the possibility for clients to review the transactions they wish to carry out, and provide information about whether or not the client is able to return goods that have been purchased following the system. The usual claim submission period and goods delivery mechanism, here the client will choose by what technique the ordered goods are sent, via courier, delivery service or cash on delivery (CoD).[14]

The legal protection outlined above is legal protection for business actors and consumers when carrying out transactions so that no party is harmed. However, in the practice of protection in e-commerce transactions, there are actually what are known as e-wallets, such as Tokopedia, Bukalapak, Shoppe and so on, which can be used as protection tools for business actors and consumers, both in the payment process and the receipt of goods guided by e-commerce. E-wallet mentioned above so that e-commerce transactions are safe for all parties carrying out the transaction.

4 Conclusion

The problem that arises with online e-commerce buying and selling contracts is fraud by irresponsible parties. Therefore, what is required for e-commerce transactions is not only the

legal aspect, but also the expertise of business actors and consumers or potential buyers in getting to know the e-commerce program as well as the principle of caution before carrying out e-commerce buying and selling transactions online. In the negotiation process, the parties do not meet in person but rather via the internet (application) online. A deal occurs when a potential buyer presses the “Click” button. This clicking system will be relatively dangerous if an error occurs in pressing the button, so it can cause losses for potential buyers. In reality, legal protection is provided through official e-wallets. Through this transaction, there has been a program established to protect both business actors and consumers. The agreement occurs or not, exists or not, depending on whether the prospective buyer presses the click button or not. The legal rules for online e-commerce buying and selling contract transactions are still based on Article 1320 BW or the Civil Code and the ITE Law as the legal basis for making agreements.

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