

THE COMPARISON OF ONLINE SALE AND PURCHASE AGREEMENTS AS AN EFFECT OF GLOBALIZATION IN INDONESIA & MALAYSIA

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Abstract

The regulations on online buying and selling as an effort to adapt to the development of the global digital economy. Although Indonesia and Malaysia are in the same region, they have different legal approaches applied in online buying and selling agreements. The purpose of this study is to analyze the regulation of online buying and selling agreements in Indonesia and Malaysia, as well as to analyze the ideal regulation of online buying and selling agreements in Indonesia in the future. The approach method in this study uses a normative legal approach. The results of this study are that Indonesia can adopt security in transactions applied in Malaysia by using electronic signatures as a mandatory component in online buying and selling transactions. In the future, regulations regarding electronic signatures will be strengthened by requiring their use in online buying and selling transactions. With the obligation to use digital signatures, each party involved in the transaction will have a verified identity. This will reduce the risk of fraud and data manipulation in online buying and selling transactions.

Keywords: Agreement; Comparative; Law; Online.

A. INTRODUCTION

Internet users as a trading medium continue to increase very significantly, having changed the conventional economic system to a digital economic system¹. Information technology has made society create new types and business opportunities and create new jobs in people's lives. With current technological developments, trading activities in cyberspace are most developed using the internet. This is a reform of conventional trade where interactions between consumers and business actors are carried out directly into indirect interactions.² Business people are now starting to join sites that accommodate their communities. These sites require users to

1 I Komang Mahesa Putra (et. al)., Penerapan Pasal 1320 Kuh Perdata Terhadap Tanggung Jawab Penjual Dalam Perjanjian Jual Beli Barang Melalui Media Internet, *Jurnal Analogi Hukum*, Vol.2, No.1, 2020, page. 73-77

2 Yonisha Sumual dan Danang Wahyu Muhammad., Kontruksi Hukum dalam Perjanjian Jual Beli Online Platform Marketplace Shopee, *Media of Law And Sharia*, Vol.3, Issue.2, 2022, page. 142-154

become members first, but some do not. Like an online shop that offers goods for sale via the internet (E-commerce).³

An agreement is a private legal relationship that exists between parties who have entered into an agreement, regarding the object that has been promised as a form of fulfillment of rights and obligations, after an agreement is created by the parties who have bound themselves to an agreement. Therefore, the agreement must fulfill the elements required for the validity of the agreement, so that it has legal force for both parties making the agreement, especially agreements via internet transactions.⁴

In Indonesia, regulations regarding electronic transactions are regulated in Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Information and Electronic Transactions, Law No. 7 of 2014 concerning Trade, Law No. 8 of 1999 concerning Consumer Protection, as well as Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions.⁵ These regulations are still partial because they do not yet cover the main problems in the use of e-commerce, namely electronic contracts, electronic payments and security guarantees, dispute resolution, national borders and the laws used, consumer protection, taxes and most importantly, harmonization of the legal system.

Meanwhile, the Malaysian Government sees the growth and expansion of information and communication technology in the field of trade. Many entrepreneurs in Malaysia prefer to use electronic media as a place to sell their products, considering that using the internet makes them more effective and efficient. For this reason, the Malaysian government has accommodated laws that can provide a legal umbrella for electronic trading actors. Provisions governing electronic transactions are regulated in the Electronic Commerce 2006, including the Digital Signature Act 1997 which is specifically implemented to deal with issues and problems related to these activities.

Each country has different legal systems in regulating sales and purchase agreements, including online sales and purchase agreements.⁶ Malaysia and Indonesia are countries located in the Southeast Asia region that have adopted regulations regarding online buying and selling as an effort to adapt to developments in the global digital economy. Even though Indonesia and Malaysia are in the same region, they have differences in the legal approaches applied in online buying and selling transactions. These

3 RR Dewi Anggraeni dan Acep Heri Rizal, Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan, *SALAM; Jurnal Sosial & Budaya Syar-I*, Vol.6, No.3, 2019, page. 223-238

4 Zulhamdi dan Husnaini., Aspek Hukum Perjanjian dalam Aktivitas Bisnis, *Al-Hiwalah (Sharia Economic Law)*, Vol.1, No.1, 2022, page. 75-84

5 Risquita Putri Raco., Perlindungan Hukum Dan Pertanggungjawaban Kerugian Konsumen Dalam Transaksi Elektronik, *Pancasila Law Review*, Vol.1, No.1, 2024, page.58-68

6 Oktriadi Kurniawan, Aria Zurnetti, dan Suharizal., Penyelesaian Sengketa Wanprestasi Dalam Perjanjian Jual Beli Online (E-Commerce) Yang Mengarah Pada Penipuan, *Jurnal Syntax Transformation*, Vol.1, No.7, 2020, page.353-358

differences include aspects of consumer protection and dispute resolution of online sales and purchase agreements.

In Lu Sudirman and Lily Haryati's research in a journal entitled "Judicial Analysis of Legal Protection for Online Buying and Selling in Indonesia and Malaysia" found that the provisions for online buying and selling in Indonesia and Malaysia are different, namely that in Indonesia there are no specific regulations regarding the legal conditions for online transactions. The conditions for the validity of online transactions use the conditions for the validity of agreements in general which are contained in the Civil Code, whereas in Malaysia the conditions for the validity of online transactions are specifically regulated in Article 8-6 of the Electronic Commerce Act 2008.⁷

Other research from Margaretha Rosa Anjani and Budi Santoso, in a journal entitled "The Urgency of E-Commerce Legal Reconstruction in Indonesia" found that "Malaysia's e-commerce regulations already have special regulations regarding e-commerce through the 2006 Electronic Commerce Act. This law accommodates other laws that support the implementation of electronic commerce, so this law does not stand alone but is supported by several other supporting laws, namely the Electronic Government Activities Act 2007, Personal Data Protection Act 2010, Digital Signature Act 1997, and Consumer Protection Act 1999."⁸

The aim of this research is to analyze the arrangements for online buying and selling agreements in Indonesia and Malaysia, as well as analyzing Ideal arrangements for online sales and purchase agreements in Indonesia in the future.

B. RESEARCH METHODS

In carrying out this research, researchers used normative legal research. In this normative legal research, the researcher also carried out a legal comparison between Indonesian law and Malaysian law relating to online buying and selling agreements. In this research, researchers conducted an assessment using secondary data with primary legal materials obtained from Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions, the Civil Code, the Law No. 8 of 1999 concerning Consumer Protection. As well as Malaysian Law which consists of the Sale of Goods Act 1957, Electronic Commerce Act 2008, The Computer Crime Act 1997, Communications and Multimedia Act 1998. Secondary legal materials, namely legal materials that provide explanations of primary legal materials, such as: Books; Law journal; Written work/scientific work; Legal doctrine or opinion. Tertiary legal materials, namely materials that provide instructions and explanations for primary and secondary legal materials, such as: Legal dictionaries; Indonesian dictionary; Encyclopedia; Internet. The research method used by

7 Lu Sudirman dan Lily Haryati., Analisis Yuridis Perlindungan Hukum Terhadap Jual Beli Online di Indonesia Dan Malaysia, *Journal of Judicial Review*, Vol.19, No.1, 2017, page. 62-73

8 Margaretha Rosa Anjani dan Budi Santoso., Urgensi Rekonstruksi Hukum E-Commerce di Indonesia, *Jurnal Law Reform*, Vol.14, No.1, 2018, page. 89-103

researchers in this research is a qualitative descriptive method and legal comparison as well as deductive reasoning.

C. RESULTS AND DISCUSSION

1. Arrangement of Online Sales and Purchase Agreements in Indonesia and Malaysia

Laws are formed, then implemented and maintained by a power, namely the state, and this is very strong in countries whose positive law is based on a codification system, including Indonesia.⁹ The existence of written regulations in a legal state that adheres to a codification system is in line with Hans Kelsen's view that law as law is action, as well as one of the many political tools with which the rulers of society can realize their policies. Legal protection is the protection of honor and dignity, as well as the recognition of human rights possessed by legal subjects based on legal provisions from arbitrariness or as a collection of regulations or rules that will be able to protect one thing from another. In relation to consumers, this means that the law provides protection for consumer rights from something that results in non-fulfillment of these rights.¹⁰

In Indonesia, the rules regarding online buying and selling transactions still refer to the legal terms of an agreement in Article 1320 of the Civil Code. In an online buying and selling agreement via e-commerce, the subject of buying and selling through e-commerce is the business actor who sells the goods and the buyer as the consumer who pays the agreed price for the goods. Online buying and selling is only based on trust between the seller and the buyer.¹¹ The objects in online buying and selling are goods or services that have been purchased by consumers. Sometimes the price of these goods or services cannot be seen directly by the buyer because the buying and selling is done online so it is very vulnerable to fraud.

Due to the absence of statutory regulations governing electronic trade transactions, in trade in Indonesia, the Civil Code is the basis or source of the agreement for the implementation of online buying and selling which has so far been used as the basis for conventional trade transactions. The legal aspect of agreements in trade refers to 2 principles of freedom as classic principles of international economic law, namely: a) Freedom of commerce, commerce is interpreted more broadly than just freedom of trade. So every country has the freedom to trade with any party or country in the world; and b) Freedom of Communication means that every country has the freedom to carry out

9 M. Elpha Darnia (et. al), Strategi Penguatan Hukum Perlindungan Konsumen Dalam Era Digital. *Perkara: Jurnal Ilmu Hukum Dan Politik*, Vol.1, No.4, 2023, page. 44-58.

10 Trivena Gabriela Miracle Tumbel (et. al)., Perlindungan Konsumen Jual Beli Online Dalam Era Digital 4.0, *Lex Et Societatis*, Vol.8, No.3, 2020, page. 93-105

11 Nafa Amelsi Triantika, Elwidarifa Marwenny dan Muhammad Hasbi., Tinjauan Hukum Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 KUHPPerdata, *Ensiklopedia Social Review*, Vol.2, No.2, 2020, page. 119-131

international trade transactions.¹²

The institution to provide protection to consumers is Law no. 8 of 1999 concerning Consumer Protection, but this Consumer Protection Law specifically does not anticipate developments in information technology in its regulation. At the international level, international agreements have been made that can specifically be used to provide protection for consumers in e-commerce transactions.¹³ Although it was not specifically created to provide protection for consumers in e-commerce transactions.

In resolving e-commerce transaction disputes in Indonesia, it is handled by the Consumer Dispute Resolution Agency (BPSK), BPSK has the authority to impose administrative sanctions on business actors who violate certain articles in the UUPK, including Article 19 paragraph (2) and paragraph (3). Article 20, Article 25, and Article 26. This administrative sanction can take the form of determining compensation with a maximum amount of IDR 200,000,000.00. The process of determining administrative sanctions is further regulated in statutory regulations.

Consumer dispute resolution can be done through court or outside court, depending on the choice of the parties to the dispute. The existence of several ways of resolving disputes allows parties to choose the resolution path that is considered to best suit their needs and interests. If the parties choose an effort to resolve the dispute outside of court, then a lawsuit through court can only be carried out if the effort is declared unsuccessful by one of the parties or by the parties to the dispute.

Malaysia's e-commerce industry and online businesses are governed by several statutes and rules, each of which sets forth the appropriate laws and regulations to provide consumers with the protections they deserve. The following laws are particularly important to e-consumers in Malaysia: Consumer Protection Act (CPA) 1999 (or Act 599), Electronic Commerce Act 2006 (ECA), Personal Data Protection Act 2010 (PDPA), Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations), Contracts Act 1950, Sale of Goods Act 1957, Direct Sales and Anti-Pyramid Scheme Act 1993 Electronics Commerce Act 2006. In addition to protecting consumers in Malaysia, these statutes also protect e-consumers, since they cover electronic transactions or e-commerce.¹⁴

In 2013, the Consumer Protection Act (CPA) 1999 (also known as Act 599), which was amended in 2007 to extend the scope of the act to include electronic commerce transactions, has become effective. The act extends to all goods and services that are offered to consumers in trade,

12 Tutik Mustajibah (et. al)., *Dinamika E-Commerce di Indonesia Tahun 1999-2015*, *AVATARA, e-Journal Pendidikan Sejarah*, Vol.10, No.3, 2021, page. 1-9

13 Yudha Sri Wulandari., *Perlindungan Hukum bagi Konsumen terhadap Transaksi Jual Beli E-Commerce*, *AJUDIKASI: Jurnal Ilmu Hukum*, Vol.2, No.2, 2018. Page. 199-210

14 Amirah Khadijah Roslan (et. al)., *Legal Protection Of E-Consumers In Malaysia*, *International Journal Of Law, Government And Communication (IJLGC)*, Vol.7, Issue.29, 2022, page. 223-241

including any trade transaction conducted through electronic means. In most cases, goods or services are purchased for personal, domestic, or household purposes. Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) govern those who provide products or services on a website or in an online marketplace. These regulations went into effect in 2012.¹⁵

In Malaysia, the main institution that supervises CPA in Malaysia is the Ministry of Domestic Trade and Consumer Affairs (MDTCA). In the event a claim is made under the CPA, the Consumer Claims Tribunal (The Small Claims Tribunal) will have jurisdiction to hear cases not exceeding RM 50,000. This court aims to provide an alternative forum to civil courts for consumers to claim compensation in relation to goods and services purchased in a convenient, fast and cheap manner.

If the person is a legal entity, they will be fined a maximum of RM 250,000 and for second or subsequent violations, a fine of a maximum of RM 500,000; If the person is not a legal entity, then he is subject to a fine of not more than RM 100,000 or imprisonment for a term not exceeding three years or both, and for a second or subsequent offense, a fine of not more than RM 250,000 or imprisonment for a term not exceeding six years or both.

The CPA authorizes the Assistant Superintendent to investigate any offense under the CPA, whereas the Assistant Superintendent reserves the right to exercise all or any powers in connection with police investigations in cases subject to seizure under The Criminal Procedure Code. After receiving a complaint, the Assistant Supervisor will usually submit a request for information or documents to the company suspected of committing the violation.

In an effort to resolve consumer disputes in e-commerce transactions, The Tribunal For Consumer Claims (TCC) has 2 forms of dispute resolution, namely conventional dispute resolution (general court) and online dispute resolution. In handling online disputes, Malaysia does not yet have special regulations regarding Online Dispute Resolution (ODR). However, ODR services in Malaysia have been running since 2004. These services provide negotiation, mediation, arbitration and online negotiation facilitation for any disputes.¹⁶

E-consumers who are dissatisfied with online dealings can file their claims in the Tribunal for Consumer Claims (TCC) which was set up to provide speedy, inexpensive and informal redress of consumers' grievances. It was established under Part XII of the CPA. The TCC came into being on 15 November 1999, the same date the CPA was enforced. The primary function of the TCC is to hear and determine claims filed by

15 Naemah Amin dan Roshazlizawati Mohd Nor., Online shopping in Malaysia: Legal Protection for E-consumers, *European Journal of Business and Management*, Vol.5, No.24, 2013, page. 79-87

16 Anusha Reddy., Online Dispute Resolution: A New Approach For E-Commerce Disputes, *South East Asia Journal of Contemporary Business, Economics and Law*, Vol.13, No.4, 2017, page. 11-17

consumers. This includes a claim relating to supply of goods, supply of services and unfair trade practices such as misleading advertisements, misleading price indications etc., provided that the claim does not exceed RM 25,000. In addition the TCC may also entertain a consumer complaint under other statutes within the purview of the Ministry of Domestic Trade, Cooperatives and Consumerism such as a hire-purchase transactions, direct selling and pyramid schemes. The jurisdiction of the Tribunal has recently been extended to any "claims in respect of all goods and services for which no redress mechanism is provided for under any other law" (section 98). In other words the TCC may also hear and determine consumer claims in other matters outside the CPA as long as it is not expressly excluded from its jurisdiction.¹⁷

An e-consumer may lodge his claim by completing a specific form which can be obtained free from the Tribunals. An online trader who disputes the claim must file his defence together with counter-claim (if any) within 14 days after the service of the statement of claim. The Tribunals will then issue a notice of hearing to both parties not less than 14 days before the date of hearing. However before a proper trial is conducted, the Tribunals would assess whether it is appropriate for the parties to negotiate an agreed settlement in relation to the claim. An agreed settlement by the parties shall be approved, recorded and regarded as an award of the Tribunal. Alternatively, the TCC will proceed to determine the dispute if it appears that it would not be appropriate for the Tribunal to assist the parties to a negotiation or when such negotiation process failed. A proper hearing is then conducted but the parties are not allowed to be represented by an advocate and solicitor. However a corporation or an unincorporated body may be represented by its full time employee who may well be a lawyer. At the hearing the parties are entitled to adduce evidence, call any witness or produce any document and other relevant information in support of their case. It is thus very important for the e-consumer to keep records of the communication and transaction with the e-trader.¹⁸

2. Ideal arrangements for online sales and purchase agreements in Indonesia in the future

The use of the internet is chosen by most business people and consumers because of the conveniences provided by the internet network, such as making work easier in getting information quickly.¹⁹ Basically, the benefit of accessing the internet is that it makes it easier to

17 Mohammad Naqib dan Ashgar., *Mediation in Malaysia: The Law and Practice*, Lexis Nexis, Kuala Lumpur, 2010, page. 171-185.

18 Naemah Amin, Roshazlizawati Mohd Nor., Issues on essential elements of formation of e-contract in Malaysia: E-consumers' perspective, *Journal of Applied Sciences Research*, Vol.7, No.13, 2011, page. 2219-2229

19 Zainuri dan Achmat., Pengaruh Kemudahan Penggunaan Dan Kemanfaatan Teknologi Informasi Berbasis Wireless Terhadap Niat Pengguna Internet (Studi Pada Pengguna Akses Indonesia Wifi (Wifi.Id) PT. Telekomunikasi Indonesia, Tbk.Kandatel Lamongan), *Jurnal Administrasi Bisnis*, Vol.27, No.1, 2015, page. 1-9

search for information, both related to personal life and professional work information.²⁰

In order to create ideal online buying and selling agreement regulations in the future, Indonesia can adopt the security in transactions implemented in Malaysia by using electronic signatures as a mandatory component in online buying and selling transactions. In Malaysia, there are 2 laws that regulate electronic signatures, namely the Electronic Commerce Act 2006 (ECA) and the Digital Signature Act 1997. Digital signatures are specifically regulated in the Digital Signature Act, which provides a legal umbrella for the use of digital signatures in online transactions. which serves to ensure the authenticity of the identities of the parties involved. Indonesia could adopt a similar system by introducing digital signatures as a mandatory component in online transactions, especially for transactions involving large amounts of money or goods of high value. This will help reduce the risk of fraud and increase consumer confidence in online transactions.

In Malaysia, a valid Certificate issued by a licensed certification authority is used to verify the identity of the signatory of a message and to ensure the correctness and validity of information in a transaction. Digital signatures offer more security and protection compared to other types of electronic signatures, and the DSA will recognize digital signatures as legally binding signatures as long as they meet the DSA's requirements.²¹

Electronic signatures have a broader scope, while digital signatures are part of electronic signatures. An electronic signature is a symbol that is applied electronically as a sign of approval of the document. This electronic signature requires authentication with a PIN, e-mail, etc., there is no special verification, and security is not guaranteed. Meanwhile, a digital signature is an electronic signature that is encrypted so that it can identify the person signing the document, authenticated with digital certification, and a high level of security. A digital signature is a certified electronic signature that is used as a digital verifier and the verifier uses an electronic certificate issued by the Indonesian Electronic Certificate Organizer (PSrE) and recognized by the Ministry of Communication and Information. According to the author, the digital signature system has a function similar to fingerprints because it is unique, digital signatures also securely link the signer with certain documents in recorded transactions.²²

Based on Article 4 paragraph (1) of the ITE Law, electronic information has legal force as a legal tool, if the electronic information is

20 Made Rendy Wicaksana Adiutama dan I Wayan Santika., Pengaruh Persepsi Kemudahan Penggunaan, Kegunaan Yang Dirasakan Dan Tingkat Pendidikan Terhadap Niat Berbelanja Kembali Pada Situs Tokobagus.com, *E-Jurnal Manajemen*, Vol.3, No.10, 2014, page. 2815-2832

21 Merry Dahlia, dan Wasis Susetio, Tinjauan Yuridis Penggunaan Tanda Tangan Digital Dalam Perjanjian Jual Beli, *Jurnal Multidisiplin Indonesia*, Vol.2, No.8, 2023, page. 2277-2289

22 Ria Anggara., Studi Komparatif Terhadap Penyimpanan Protokol Notaris Secara Elektronik Di Korea Selatan Dan Di Indonesia, *Indonesian Notary*, Vol.3 Article.13, page. 308-335

created using an electronic system that can be accounted for in accordance with developments in information technology. In fact, Article 6 of the ITE Law states that all legal provisions which require that information must be in written or original form other than those regulated in Article 4 paragraph (4), these requirements are fulfilled based on the law and if the electronic information can be guaranteed its integrity and can be accountable, accessible, can be displayed so that it explains a situation. While the aim is to educate the nation's life, develop trade and the national economy, increase the effectiveness and efficiency of public services, open up the widest possible opportunities for everyone to advance their thinking and abilities in the field of using and utilizing information technology, providing a sense of security, establishing a judiciary, and legal certainty for users and the implementation of technology and information among the global community, As has been explained in the 1945 Constitution of the Republic of Indonesia which states that every citizen has the same rights and position in law and government.²³

An internet sale and purchase agreement signed with an electronic signature in Indonesia's evidentiary law is recognized for its essence as regulated in Law No. 1 of 2024 concerning Electronic Information and Transactions that electronic information or electronic and/or printed documents are valid legal evidence, and is an extension of valid evidence in accordance with procedural law in force in Indonesia. This is based on Article 5 paragraph 2 of Law No. 1 of 2024. According to Article 1866 of the Civil Code, it states that valid evidence consists of witness statements, expert statements, letters, instructions and statements from the defendant. Therefore, the evidence according to the above event which is made in the form of electronic information/document itself, is valid evidence according to the Electronic Information and Transactions Law.

However, even though it is guaranteed by law, the use of digital signatures in online transactions in Indonesia can be said to have never existed, because until now there has not been a system in Indonesia that requires verification using an electronic signature in an online buying and selling transaction. So that in the future regulations regarding electronic signatures will be strengthened and implemented more firmly, including requiring their use in transactions that require legal guarantees such as online sales and purchase agreements. With the mandatory use of digital signatures, each party involved in the transaction will have a verified identity. This will reduce the risk of fraud and data manipulation in online buying and selling transactions. Implementing better security standards through digital signatures will also provide a greater sense of security for consumers and businesses, increasing trust in e-commerce platforms.

Strengthening regulations regarding electronic signatures will also

23 Nurkholim., The Impact of the Information and Electronic Transaction Law (UU ITE) on Legal and Social Changes in Society, *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)*, Vol.4, No.3, August 2021, Page. 5558-5565

strengthen Indonesia's position on the global stage in terms of security and transparency of digital transactions. By following international standards, Indonesia can attract more foreign investors to participate in the growing digital economy. This will not only encourage the growth of the domestic digital economy but also expand global business opportunities for Indonesian companies.

Strengthening regulations regarding electronic signatures will strengthen Indonesia's position on the global stage in terms of security and transparency of digital transactions. By following international standards, Indonesia can attract more foreign investors to participate in the growth of the digital economy. This will not only encourage the growth of the domestic digital economy but also expand global business opportunities for Indonesian companies.

The novelty of this research is that Indonesia can adopt the security in online buying and selling transactions that is implemented in Malaysia, by using electronic signatures as a mandatory component in online buying and selling transactions. In the future, regulations regarding electronic signatures will be strengthened and implemented more strictly, including requiring their use in transactions that require legal guarantees, such as online sales and purchase agreements. With the mandatory use of digital signatures, each party involved in the transaction will have a verified identity. This will reduce the risk of fraud and data manipulation in online buying and selling agreements.

D. CONCLUSION

The rules for online buying and selling transactions in Indonesia refer to the legal terms of an agreement in Article 1320 of the Civil Code, consumer protection regulations are regulated in the Consumer Protection Law and the ITE Law, in resolving disputes between consumers, they can be resolved through the Consumer Dispute Resolution Agency (BPSK). Meanwhile, the rules for online buying and selling transactions in Malaysia refer to the Consumer Protection Act (CPA) 1999 (or Act 599), Electronic Commerce Act 2006 (ECA), Personal Data Protection Act 2010 (PDPA), efforts to resolve consumer disputes in e-commerce transactions, through The Tribunal for Consumer Claims (TCC). Indonesia can adopt the security in transactions implemented in Malaysia by using electronic signatures as a mandatory component in online buying and selling transactions. In the future, regulations regarding electronic signatures will be strengthened by requiring their use in online buying and selling transactions. With the mandatory use of digital signatures, each party involved in the transaction will have a verified identity. This will reduce the risk of fraud and data manipulation in online buying and selling transactions.

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