

Legal Protection for Parties in Online Sale and Purchase Agreements

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Abstract. *The purpose of writing this thesis is to identify the form of legal protection for the parties in an online sales agreement, to analyze the obstacles for the parties in an online sales agreement, and to examine solutions for the parties in an online sales agreement. The research method used in this study is normative juridical using deductive logic with syllogism tools to build prescriptive legal truth and qualitative analysis approaches. The author identifies and classifies several legal protections in online sales agreements. The results of the discussion in this study are that preventive legal protection focuses on prevention through regulation, education, and supervision, repressive legal protection is used when violations or disputes occur, with dispute resolution mechanisms and criminal law enforcement. Barriers include legal, technical, knowledge, and trust aspects. Solutions include preventive solutions (prevention), repressive (dispute resolution and resolution, and curative (improvement and development of regulations). The contract theory in Koszegi's perspective states that psychological factors can influence the results of the agreements made. The consumer protection theory on the principle of let the buyer beware (caveat emptor) contains weaknesses due to limited consumer knowledge or the lack of openness of business actors to the products offered. The legal system theory from Lawrence M. Friedman's perspective states that the effectiveness and success of law enforcement depends on law enforcement officers, legal instruments and laws that live and are adopted in society.*

Keywords: *Agreements; Buying; Legal; Protection; Selling.*

1. Introduction

Indonesia as a country of law recognizes and protects the human rights of every citizen through various provisions, one of which is stated in the 1945

Constitution. Article 28D paragraph 1 states that "everyone has the right to recognition, guarantee, protection, and certainty of fair law and equal treatment before the law." This statement reflects the commitment of the Indonesian nation to uphold human rights and create justice in various aspects of life, including the relationship between consumers and business actors.

The philosophical basis contained in Article 28D paragraph 1 is important to discuss in the context of consumer protection, where every individual as a consumer is expected to receive equal rights and fair treatment in every transaction carried out. Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection is an implementation of the principles contained in the 1945 Constitution, which aims to provide guarantees and protection for consumer interests.

Consumer protection in the context of the 1945 Constitution and the Consumer Protection Law covers various aspects, starting from the right to obtain correct information, the right to choose and obtain goods and/or services that are safe and in accordance with the values and norms that live in society. With this law, it is hoped that every consumer can fight for their rights, especially amidst the increasingly complex business world, where consumers are often in a weak position compared to business actors.

E-commerce provides extraordinary convenience to consumers, because consumers do not need to leave the house to shop in addition to the choice of goods / services are diverse with relatively cheaper prices. It can be said that there are positive or negative things. It is said to be positive because these conditions can provide benefits for consumers to freely choose the goods / services they want. Consumers have the freedom to determine the type and quality of goods / services that are tailored to their needs. However, on the other hand, it can be said to be negative because these conditions cause the position of consumers to be weaker than business actors which can result in disappointment and loss.

The current legal system has not considered the effects of internet use. While modern contemporary businesses have been influenced by the use of the internet. The most recent development is the emergence of a very innovative and creative business transaction model or system following high-tech improvement in the field of communication and information. The sophistication of modern technology today and the openness of a global information network that is completely transparent. This is marked by the emergence of the internet, cybernet, or world wide web (www), a technology that allows for rapid transformation of information throughout cyberspace.¹

¹Muhammad Arsyad Sanusi, 2001, Business Transactions in E-commerce: A Study of Legal Problems and Their Solutions, *Ius Quia Iustum Law Journal*, Vol. 8 No. 16, pp. 10-29.

Data from Statista shows that the value of the e-commerce market in Indonesia is expected to reach USD 53 billion by 2025, making it one of the largest e-commerce markets in Southeast Asia.² This is a very positive indicator for Indonesia's digital economy, which can open up opportunities for business actors, especially MSMEs, to reach a wider market. However, although this growth shows great economic potential, online buying and selling transactions also bring their own challenges. Many consumers are still unaware of their rights and obligations in online transactions, as well as the risks they may face, such as fraud, goods not according to order, or late delivery. Therefore, it is important to discuss the legal protection that can be provided to the parties involved in online buying and selling transactions.

The importance of legal protection in online buying and selling transactions is very important to maintain consumer and business trust. Without adequate legal protection, consumers can become victims of fraud, while business actors also risk losing their reputation and customers. According to data from the Non-Governmental Consumer Protection Agency (LPSM), around 30% of consumers who shop online have experienced problems, such as goods that do not match the description or poor customer service.³ These data show that although online transactions offer many conveniences, the risks faced by consumers are also quite significant.

According to a report from the Directorate General of Informatics Applications of the Ministry of Communication and Informatics, the number of complaints related to online fraud increased by 40% in 2022 compared to the previous year.⁴ This shows that despite efforts to provide legal protection, the challenges faced in practice are still very large.

As for the sociological basis such as legal issues that arise in online buying and selling, namely even though there are regulations governing online buying and selling transactions, there are still many legal issues that arise. One of the main problems is fraud committed by irresponsible parties. Online fraud cases often involve sellers who do not send goods after payment is made, for example the case of a consumer using e-commerce transactions using Instagram media, the consumer has ordered via WhatsApp from the Instagram platform, after the consumer makes a transaction but the goods ordered are not sent, after making the transaction the consumer number is blocked and the message sent by the business actor has been withdrawn and deleted, so that evidence of chat with the business actor is lost and cannot be used as evidence of fraud committed by

²Statista, 2023, E-commerce in Indonesia - Statistics & Facts. Statista, Jakarta, p. 1.

³LPSM, 2023, LPSM Annual Report 2023. Non-Governmental Consumer Protection Institution, Jakarta, p. 1.

⁴Ministry of Communication and Information, 2023, Online Fraud Complaints Report 2022. Ministry of Communication and Information, Jakarta, p. 1.

the business actor. Another example of a case that is also through the Instagram platform is when ordering goods that have been connected to the business actor's WhatsApp number, that the consumer asks whether the goods can be paid for by COD (Cash on Delivery) or pay on the spot, which is a payment method where buyers pay for their orders when receiving goods from the courier. Payment is made directly and in cash at the receipt location. However, the business actor refused on the grounds that there was an incident where the consumer wrote a false address so that the goods sent by the business actor were returned to the business actor, and the losses experienced by the business actor, finally on the grounds that the business actor agreed to make payment via transfer in the hope of the business actor's good faith to send the ordered goods, but in the end there was fraud committed by the business actor so that the goods ordered were not sent to the consumer. The 2 (two) examples of e-commerce transaction incidents that were truly harmed were consumers, in this digital era, the rapid growth of online buying and selling transactions provides many opportunities, but also presents challenges that cannot be ignored. The importance of legal protection in online transactions is becoming increasingly clear, given the problems faced by consumers and business actors.

2. Research Methods

Research methods are defined as scientific ways to obtain data with specific purposes and uses. In general, there are three types of research objectives, namely discovery, proof, and development.⁵ Meanwhile, research is all activities of searching, investigating and experimenting naturally in a particular field, to obtain new facts or principles that aim to gain new understanding and increase the level of science and technology.⁶

3. Results and Discussion

3.1. Forms of Legal Protection for Parties in Online Sales and Purchase Agreements

The definition of legal protection is a form of protection given to legal subjects based on legal provisions, either through preventive measures or repressive or coercive actions. This protection can be in the form of written or unwritten rules, with the aim of enforcing legal regulations.

Legal protection for the community consists of two aspects, namely: preventive legal protection, which is a type of legal protection that provides the community with the opportunity to convey their objections or opinions before a government decision is made final. In addition, there is repressive legal protection, which is

⁵Sugiyono, 2013, Educational Research Methods: Quantitative, Qualitative, and R&D approaches, Alfabeta, Bandung, p. 5.

⁶Margano, 2010, Action Research Methodology, Rineka Cipta, Jakarta, p. 1.

more aimed at resolving disputes that arise. From a conceptual perspective, the legal protection provided to the Indonesian people is a manifestation of the principle of recognition and protection of human dignity and status derived from Pancasila and the principle of a state of law based on Pancasila.

The Consumer Protection Law has also established the rights and obligations of business actors and prohibitions aimed at providing protection to consumers, as well as regulating the rights and obligations of consumers themselves. However, the protection of consumer rights in e-commerce transactions is still considered vulnerable, because although the law has regulated the rights and obligations of producers and consumers, its application in the context of e-commerce is considered less appropriate. The development of science and technology in the production of goods and services has not been balanced by progress in existing legal instruments.

In addition to the rights as mentioned above, consumers also have several obligations, including:

- 1) read or follow the information instructions and procedures for using or utilizing goods and/or services, for safety and security;
- 2) act in good faith in carrying out transactions to purchase goods and/or services;
- 3) pay according to the agreed exchange rate;
- 4) follow efforts to properly resolve consumer protection disputes.

Basically, the Consumer Protection Law focuses a lot on regulating business actors and prioritizing the protection of consumer rights as their basic rights in order to achieve justice. This is expected to improve the dignity of consumers, which will ultimately strengthen consumer awareness, knowledge, concern, ability, and independence in protecting themselves. On the other hand, this is also expected to encourage the formation of responsible business actors.

In an effort to protect consumers, Law Number 8 of 1999 concerning Consumer Protection not only stipulates administrative sanctions for business actors who carry out certain actions in accordance with the provisions of the law, but also criminalizes several actions as regulated in the law. Criminal sanctions that can be imposed include imprisonment and a fine of up to a maximum of IDR 2,000,000,000 (two billion Rupiah). The provisions mentioned above are indeed well designed to protect consumers. However, because this law is intended for national consumer protection, protection for consumers in electronic transactions has not actually been fully accommodated in these provisions.

Basically, a contract is a real and visible event, which can be done in writing or orally. Meanwhile, an obligation is something that is abstract or cannot be seen,

because the obligation is only a consequence of the existing contract, which requires individuals or parties involved to fulfill the promises that have been agreed upon.⁷

Although electronic contracts are a relatively new concept, all countries are taking advantage of existing contract law regulations by adopting universal principles governing the formation of agreements, such as the principle of consensualism, freedom to contract, good faith, and the conditions necessary for the validity of an agreement. Electronic contracts are included in the type of contracts that do not have a special name, namely agreements that are not explicitly regulated in the Civil Code, but still exist in community practice. However, the formation of such agreements is still based on the agreement and autonomy of the parties involved and refers to Article 1338 of the Civil Code. Likewise, the conditions necessary for the validity of electronic agreements are still regulated by Article 1320 of the Civil Code which reflects the principle of consensualism.

Electronic contracts (e-contracts) are usually prepared in the form of standard contracts by the seller, so that the buyer does not have the right to change the contents of the standard contract. The buyer only needs to read the contents of the contract, and if they do not agree, they do not need to sign. The use of standard contracts is common in the business world due to considerations of need and efficiency. However, the standard contract must not violate the provisions contained in the Civil Code and the Consumer Protection Law.⁸

In our daily activities, we often hear the term “agreement” or “contract”. When the word “agreement” is mentioned, what usually comes to mind is the existence of obligations that need to be fulfilled and the rights that will be obtained. It is important to understand that there is a fundamental difference between “binding” and “agreement”. Binding or contract refers to the legal relationship between the parties involved, while an agreement is a legal event that gives rise to the contract, which based on Book III of the Civil Code, the sources of binding include existing laws, agreements, and customs.⁹

Regarding the legal relationship that occurs when a contract or agreement is made, the rights and obligations of both parties are bound from the time the contract is made until the end of its implementation. If one party violates or does not comply with the contents of the agreement, or takes actions that are contrary to the principle of good faith as regulated in the regulations, then they can be considered to have committed an unlawful act, in accordance with Article

⁷Ahmadi Miru, 2013, *Contract Law and Contract Drafting*, Raja Grafindo Persada, Jakarta, p. 23.

⁸Cita Yustisia Serfiani et. al, 2013, *Smart Book of Online Business and Electronic Transactions*, Gramedia Pustaka Utama, Jakarta, p. 14.

⁹Artanti, DA, & Widiatno, M. W, 2020, *The Validity of Electronic Contracts in Article 18 Paragraph 1 of the ITE Law Reviewed from Civil Law in Indonesia*. *Journal Civitas Academica*, Vol. 1, No. 1.

1365 of the Civil Code. In the Civil Code, the sources of legal obligations include: (1) obligations arising from agreements or agreements, (2) obligations arising from laws, and (3) obligations arising not because of an agreement but because of an unlawful act or voluntary representation.

Prof. Subekti stated that an agreement is an event in which one person promises or two people promise each other to do something, which creates a binding relationship between them. An agreement, also known as consent, signifies that both parties agree to carry out an action. The term “contract” usually refers to an agreement made in writing.

Article 5 paragraphs 1 to 3 expressly state that Electronic Information and/or Electronic Documents and/or printouts thereof constitute legally valid evidence and are a development of evidence recognized in accordance with the applicable Procedural Law in Indonesia based on the provisions stipulated in this Law. However, in paragraph (4), there is an exception stating that Electronic Information and/or Electronic Documents do not apply to: (a) letters which according to the Law must be prepared in written form; and (b) letters and their documents which according to the Law are required to be prepared in the form of a notarial deed or a deed made by a deed-making official.

Article 11 states that an Electronic Signature has legal force and valid legal consequences, provided that it meets the following requirements: (a) the data for creating the Electronic Signature is only related to the Signatory; (b) the data for creating the Electronic Signature during the electronic signing process is fully under the control of the Signatory; (c) any changes to the Electronic Signature that occur after the time of signing can be detected; (d) any changes to the Electronic Information related to the Electronic Signature after the time of signing can also be detected; (e) there is a specific method to identify who signed; and (f) there is a specific method to show that the Signatory has given approval to the relevant Electronic Information.

As explained, the increasing use of electronic means in various transactions not only provides benefits, such as simplifying the transaction process, but also provides great benefits in terms of storing documents resulting from business activities. However, it is recognized that although there are many advantages to using electronic means, there are also shortcomings or weaknesses when faced with the problem of evidence in court.

The binding force of a sales agreement through e-commerce between parties bound by different legal systems is still considered valid. This occurs because of the agreement reached previously between the parties. When making a sales agreement through e-commerce, both parties have the ability to determine the choice of law and forum that will be used as the basis for implementing e-commerce, and become a mutual agreement if a dispute occurs later. If no

choice of law is determined, then to determine the applicable law must refer to the principles or theories in International Civil Law. The power of electronic contracts is usually based on the principle of consensualism as regulated in Article 1320 of the Civil Code and reinforced by Article 18 of the Electronic Information and Transactions Law, which states that e-commerce contained in an electronic contract binds the parties. In addition, Article 5 paragraph (1) and paragraph (2) stipulates that "Electronic Information and/or Electronic Documents and their printouts as referred to in paragraph (1) are an extension of valid evidence in accordance with the applicable procedural law in Indonesia.

The form of legal protection for the parties in an online sales and purchase agreement can be described by researchers as follows:

1) Protection in agreements (contractual)

An online sales agreement is considered valid and binding if it meets the requirements for a valid agreement according to Article 1320 of the Civil Code, namely:

- a. Agreement of the parties.
- b. Ability to make agreements.
- c. A certain thing (object of the agreement).
- d. Because it is halal.

In the online context, electronic contracts are legally recognized and must contain the identities of the parties, the object and specifications of the goods, the price, cancellation procedures, the right to return goods/hidden defects, and the choice of law for dispute resolution.

2) Consumer protection

- a. Consumers have the right to receive correct, clear and honest information regarding the condition and guarantee of the goods/services offered.
- b. Consumers have the right to compensation or damages if the goods or services received do not comply with the agreement or are defective.
- c. Business actors are required to provide clear information about contract offers and products sold online.

3) Protection of business actors

Business actors are also protected from consumer fraud, such as providing false data or falsifying proof of payment. This action can be subject to criminal sanctions in accordance with Article 45A paragraph (1) of the ITE Law and Article

378 of the Criminal Code. If losses occur due to consumer fraud, business actors can sue legally, both civilly and criminally.

4) Electronic proof system

The ITE Law recognizes electronic signatures (digital signatures) and electronic documents as valid evidence in online transactions, thus strengthening the legal position of the parties in the event of a dispute. The online buying and selling process includes offering, receiving, paying, and sending, all of which can be proven electronically.

5) Dispute Resolution

Dispute resolution can be done through litigation (court) or non-litigation (mediation, arbitration, or Consumer Dispute Resolution Agency/BPSK). Efforts outside the court do not eliminate criminal liability if there is an element of a criminal act in the transaction.

Legal protection in online sales agreements is divided into two main forms, namely preventive legal protection (prevention) and repressive legal protection (action after a violation or dispute occurs).

1) Preventive legal protection

It is preventive legal protection aimed at preventing violations or disputes in online buying and selling transactions. This form of protection includes:

a. Agreement arrangements and contract standards

The government regulates the use of standard agreements or standard agreements that contain detailed rights and obligations of the parties, including consumer protection clauses, product specifications, and procedures for resolving disputes.

b. Socialization and education

Through socialization on social media and education about consumer rights and the provisions of the ITE Law, the public is expected to be more vigilant and understand the risks and protection mechanisms in online transactions.

c. Supervision and regulation

The government supervises business actors and e-commerce platforms to ensure they comply with laws and regulations, such as the Consumer Protection Law and the ITE Law.

d. Transparency of information

Business actors are required to provide clear, correct and honest information regarding products, prices and transaction procedures, so that consumers can make informed decisions.

2) Repressive legal protection

Repressive legal protection is carried out after a violation, dispute, or crime occurs in an online buying and selling transaction. This form of protection includes:

a. Dispute resolution

Settlement can be done through:

- 1) Non-litigation (outside the court) channels, such as mediation, arbitration, or through consumer dispute resolution institutions (for example, ODR/Online Dispute Resolution).
- 2) Litigation (court) route, if non-litigation resolution is unsuccessful or if a criminal act such as fraud occurs.

b. Criminal law enforcement

If a crime such as fraud occurs in online buying and selling, the perpetrator can be subject to criminal sanctions based on Article 378 of the Criminal Code and/or the ITE Law. This sanction aims to provide a deterrent effect and protection for the victim.

c. Compensation and damages

Victims have the right to claim compensation for losses suffered as a result of violations or criminal acts in online transactions, either through the courts or dispute resolution institutions.

3.2. Obstacles for Parties in Online Sales and Purchase Agreements

E-commerce platforms as a means of transaction still have various shortcomings, especially in terms of trust, privacy, and security. Security in e-commerce transactions is an important component. Both consumers and service providers must be sure that the transaction is only known to both parties and no third party can intervene, steal important data, or even manipulate information.¹⁰

Consumer protection in e-commerce certainly requires attention. The existence of statutory regulations provides peace of mind for consumers or buyers when a

¹⁰Kusumadewi, Yessy, and Grace Sharon. 2022. Consumer Protection Law. Fatimah Azzahrah Institute, Yogyakarta, p. 116.

problem (loss) occurs, because at least there are regulations and sanctions that will be given to business actors who commit fraud.¹¹

From the perspective of *ius x constituendum*, in order to provide legal protection to consumers, including ensuring a balance between the interests of consumers and business actors, legal certainty is realized through the substance of normative laws and regulations and their implementation (law enforcement).¹²

In Indonesia, regulations governing consumer protection in e-commerce are still relatively new and continue to develop. The government has issued various regulations, such as Law No. 8 of 1999 concerning Consumer Protection, Government Regulation (PP) No. 80 of 2019 concerning Guidelines for the Implementation of Electronic Systems and Electronic Transactions (PMSE), Regulation of the Minister of Trade No. 50 of 2020 concerning Provisions on Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Trading Through Electronic Systems (PMSE) which has been replaced by Regulation of the Minister of Trade Number 31 of 2023, and several other regulations. The implementation of consumer protection regulations in e-commerce in Indonesia has made significant progress along with the rapid growth of this industry. Law Number 8 of 1999 concerning Consumer Protection is the main legal basis for protecting consumer rights in electronic transactions.

Some important aspects of this law are consumer rights which are regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. Where the article states that consumers have the right to comfort, security, and safety in using goods and/or services (Article 4 letter a), have the right to choose and obtain goods/services according to the exchange rate and conditions promised (Article 4 letter b), and have the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services (Article 4 letter c).

This law also regulates the obligations of business actors to provide accurate and complete information and to be responsible for consumer losses arising from the use of goods/services produced or traded.¹³ However, it seems that there are still many people (consumers) who have never heard of the existence of UUPK and do not fully understand their rights as consumers. This law is the legal basis for protecting consumer rights, including in electronic transactions.

¹¹Ibid. pp. 116-117.

¹²Panjaitan, H, 2021. Consumer Protection Law: Repositioning and Strengthening the Institution of Consumer Dispute Resolution Bodies in Providing Protection and Ensuring Balance with Business Actors, Jala Permata Aksara, Jakarta, p. 218.

¹³Izazi, FS, Sajena, P., Kirana, RS, & Marsaulina, K, 2024, Legal Protection for Consumers in E-commerce Transactions Through Law Number 8 of 1999 Concerning Consumer Protection and Government Regulation (PP) Number 80 of 2019 Concerning Trading Through Electronic Systems, Aliansi: Jurnal Hukum, Pendidikan dan Sosial Humaniora Vol. 1, No. 6, p. 9.

In addition, there are several other important aspects in the implementation of regulations, namely:

1) Implementing the principle of transparency

E-commerce business actors are required to provide clear and correct information regarding the products or services they offer, including prices, specifications, and terms and conditions of transactions in accordance with the provisions of Article 7 letter b of Law No. 8 of 1999 concerning Consumer Protection.

In its implementation, there are still many business actors who commit fraud by selling fake products. Products sold online often do not match the description listed or are fake. For example, it occurs in the sale of used cellphones that turn out to be refurbished or in the sale of cosmetic products that contain hazardous materials.

It is already clear that the business actor has violated Article 7 letter b of Law No. 8 of 1999 concerning Consumer Protection.

2) Protection of personal data

Personal data protection is a fundamental right of consumers, which ensures the privacy and security of their personal information. E-commerce business actors in Indonesia are required to maintain the confidentiality of consumer data and not misuse it. The implementation of the ITE Law No. 1 of 2024 has a significant impact on the e-commerce industry by increasing legal responsibility for business actors. This law requires every e-commerce platform, both web-based and application-based, to guarantee the security of consumer data, the validity of transactions, and the quality of products or services offered.

ITE Law No. 1 of 2024 also regulates in detail the protection of consumer personal data, requiring business actors in e-commerce to guarantee the security and confidentiality of information such as payment data, addresses, transaction history, and others (Article 38). Violation of this provision can result in quite severe criminal and administrative sanctions (Article 39).

Several incidents have occurred where consumers' personal data information has been compromised, potentially leading to data misuse and financial loss to consumers.

For example, in October 2020, 1.1 million user data was hacked from RedMart, an online supermarket owned by Lazada. Much personal information was traded, including names, phone numbers, email addresses, addresses, passwords, and credit card numbers.

Lazada acknowledged the data theft attempt, stating that the data was stolen from a RedMart database hosted by a third-party service provider. However, Lazada claims that the stolen data is outdated.¹⁴

It turns out that something similar also happened in July 2020. It was revealed that there was an activity of buying and selling e-commerce account user data carried out by a third party and discovered by the Indonesian Cyber Research Institute Communication and Information System Security Research Center (CISSReC). This case involved 91 million e-commerce user data that was traded through a social media platform. According to the e-commerce party, the party that uploaded the illegal information was not responsible, and they emphasized that the data obtained did not come from a new theft attempt, and the e-commerce user password information remained safe and well protected.¹⁵

3) Warranty and returns

Warranty is a guarantee given by a manufacturer or seller for a product being traded. The regulation regarding warranty is contained in the Consumer Protection Law (UUPK) specifically in Article 18 which states that business actors are required to provide a guarantee for the goods they sell in accordance with statutory regulations. Consumers have the right to obtain a product warranty if the goods received do not match the description or have defects, then consumers have the right to return the goods. However, in reality, many consumers still have difficulty in returning goods that have been purchased, even though the goods are defective or do not match the description. This is because consumers are less aware of the merchant's policy for carrying out the return procedure.

In addition, there are also consumers who do not get their rights due to the existence of standard clauses in the agreement, which are made unilaterally by business actors, often harming consumers, one of which is the standard clause that shifts the responsibility of business actors in e-commerce.

The standard clauses referred to include standard clauses stating that giving negative reviews or giving stars below 4 (four) will void the guarantee. The existence of this clause has the potential to harm consumers in getting a guarantee or replacement of goods, if consumers give bad reviews of goods sold by merchants. Merchants can argue that they are not willing to provide a

¹⁴Malia, Indiana, Before BPJS Kesehatan, Here Are 3 Cases of E-commerce Consumer Data Leaks, IDN Times.2021. Accessed May 22, 2025. <https://www.idntimes.com/business/economy/indianamalia/selain-bpjs-kesehatan-this-is-3-cases-of-e-commerce-consumer-data-leakage>.

¹⁵Fidelis, Case of Consumer Personal Data Leakage on E-commerce Platforms in Indonesia. Kompasiana.2024. Accessed May 22, 2025. <https://www.kompasiana.com/fidelis7/663adbbdc57afb1ad56c7612/case-of-leakage-of-consumer-private-data-on-e-commerce-platforms-in-indonesia>.

guarantee or replacement to consumers, because according to the standard clauses listed by the merchant, consumers have violated the provisions determined by the merchant.¹⁶

This clearly violates the Consumer Protection Act, where business actors are prohibited from including standard clauses that conflict with Article 18 paragraph (1), and Article 18 paragraph (2) of the Consumer Protection Act regarding the location and form of standard clauses that are difficult to see, cannot be read clearly or the disclosure is difficult to understand. In fact, if the product is defective or does not match the description, consumers should be entitled to a guarantee or replacement, regardless of the reviews given.

4) Dispute resolution

There are consumer dispute resolution mechanisms, both through non-litigation and litigation channels. Consumers can file complaints with the National Consumer Protection Agency (BPKN) or through legal channels (Article 45 UUPK).

5) Consumer education

The government and business actors actively educate consumers about their rights and ways to protect themselves from irresponsible business practices. Because relatively low consumer awareness of their rights in e-commerce transactions can hinder the effectiveness of existing protection. When consumers do not understand their rights, they tend not to take advantage of available protection measures when facing problems in transactions. In addition, the lack of access or adequate information about dispute resolution mechanisms in e-commerce makes the dispute resolution process difficult and complex. As a result, some conflicts may not be resolved properly, harming consumers and reducing trust in the e-commerce system as a whole.

The compliance and supervision aspects are indeed one of the significant obstacles in the implementation of consumer protection regulations in e-commerce in Indonesia. This is evidenced by the large number and diversity of business actors that accompany the increase in internet users today. With the large number of e-commerce business actors in Indonesia ranging from MSMEs to large companies, supervision becomes more complex and difficult to carry out comprehensively.

Rapid technological developments also hinder the implementation of existing regulations. Existing regulations often make it difficult for us to follow these developments. Business actors can easily find loopholes or ways to avoid existing

¹⁶Suwandono, A., Suparto, S., Yuanitasari, D., & Kusmayanti, H, 2024, Negative Review of Void Warranty in E-Commerce: Perspective of Consumer Protection Law, *Al-Adl: Jurnal Hukum*, Vol. 16, No. 1, p. 84.

supervision. This is also supported by the lack of resources from the supervisory agency, both human resources and budget, which makes it difficult for them to carry out supervision effectively.¹⁷

4. Conclusion

Forms of Legal Protection for Parties in Online Sales and Purchase Agreements include contractual protection (agreements), consumer protection, business actor protection, recognition of electronic evidence, and dispute resolution mechanisms both inside and outside the court. Preventive legal protection focuses on prevention through regulation, education, and supervision, while repressive legal protection is used when violations or disputes occur, with dispute resolution mechanisms and criminal law enforcement.

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