



RESEARCH ARTICLE

Buying And Selling Transactions On Social Media Are Prohibited: Review Of The Law Of Buying And Selling Between Justice, Welfare And Human Rights

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Abstract

Technology has greatly influenced commercial activity, particularly in the area of electronic commerce, where products or services can be promoted, marketed, sold and purchased electronically. While this has brought many benefits, it has also raised concerns regarding violating Consumer Rights. Law No. 8 Year 1999 aims to ensure legal certainty in e-commerce transactions. This article discusses the regulation of the legal protection of consumers in e-commerce transactions and the problems that it is facing. The research method is based on a normative legal approach. Written law and literature are examined and related to real events. The analysis conducted is descriptive, collecting data and relating it to real events. It is concluded that consumer protection regulations have not been effective in preventing fraud committed by economic actors in electronic transactions. In order to prevent crimes committed by economic actors and to provide a legal umbrella for consumers, the existence of a consumer protection law is expected.

Keyword: Online Buying and Selling; Law, legal

INTRODUCTION

The world is experiencing technological advances that have brought about rapid changes and transformations in life in the current era of globalization. Utilizing this technology has promoted trading activities and economic growth through businesses that are growing very rapidly in society. This is influenced by the development of Internet-based digital technology. As an electronic information and communication medium, the Internet has been widely used for various activities, including data and news information search, e-mail messaging, and trade or business.

The digital services that are mushrooming at this time have many advantages. They make complicated things easier and faster. The presence of this digital service is very influential in the world of commerce today, especially during this pandemic that makes any transactional activity, be it promotion/marketing of products or services, selling and buying, can be done electronically. This activity is known as electronic commerce or we often hear it with the abbreviation e-commerce.

E-commerce transactions are commercial transactions that take place between sellers and buyers for the provision of goods, services or the acquisition of rights. This contract is carried out using electronic media (digital medium) without the presence of the parties to the transaction. This medium is contained in a public network with an open system, namely the Internet or World Wide Web, this transaction occurs regardless of regional boundaries and national requirements.¹

An e-commerce transaction is also a sale and purchase agreement similar to a conventional sale and purchase in general. There is also a principle of consensualism, or agreement by both parties, in an e-commerce transaction. An agreement occurs when there is an offer from the seller and then an acceptance from the prospective buyer. An agreement between the parties begins with this offer and acceptance. This online offer and acceptance process is no different from the offer and acceptance process in general, the only difference is the medium used, in e-commerce transactions the medium used is the Internet.

The use of the medium of e-commerce in the world of trade has a great impact on the society, not only on the Indonesian society, but also on the international community. Combined with the current situation, the pandemic is sweeping across the world that makes everyone or parties have to reduce outside activities, resulting in more interaction using the Internet. Even this medium is very influential in trading or buying and selling today. Many things happened during this pandemic, including the restrictions on outside activities, which made many companies finally terminate the employment of their employees. As a result, everyone who is a victim of the pandemic has their heads in the sand as to how they can still earn an income. And it can be seen from the number of people who use e-commerce as one of the choices of ways to get income. Business players have come up with a wide variety of goods or services that are offered through e-commerce. This makes people more often make buying and selling transactions over the Internet.

Producers and sellers are not the only ones who benefit from e-commerce. On the one hand, e-commerce is highly beneficial for consumers because consumers are able to search for goods or services and obtain them in a variety of ways without having to go to the store of the vendor, and consumers are able to keep themselves updated and continuously informed, but on the other hand, there are violations of consumer rights that may occur in this e-commerce, for example, inconsistency in the type and quality of promised goods, inaccuracy in the delivery time

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of goods, uncertainty in payment, etc. Therefore, legal protection of consumers in e-commerce is necessary to ensure that every consumer has legal certainty when conducting e-commerce.

Therefore, in order to ensure that every consumer has legal certainty when conducting e-commerce transactions, the legal protection of consumers in e-commerce transactions is necessary. In our country, the legal protection of consumers is regulated by the Consumer Protection Act No. 8 of 1999. With this law, it is expected that every consumer who conducts e-commerce transactions can obtain legal certainty, so that it is safe in conducting transactions.

According to Nasution (2021), consumer protection law is a part of consumer law that contains principles or rules that regulate and contain features that protect consumer interests, while consumer law is a law that regulates relationships and problems between various parties with each other in relation to consumer goods or services in the context of life.

The Law was enacted in the era of economic democracy based on Pancasila and the 1945 Constitution with the aim of promoting national development in order to realize a just and prosperous society that is equally distributed in material and spiritual terms. The national economic development in the era of globalization must be able to support the growth of the business world in the production of a variety of goods and/or services that have technological content that can improve the welfare of many people, and at the same time to have security over the goods and/or services obtained from trade without causing harm to consumers.

In order to achieve this goal, it will be necessary to continue to improve public welfare and to ensure safety and security of goods obtained from trade, and to promote an attitude of responsible entrepreneurs.

Electronic commerce is a unique form of commerce which allows buyers and sellers to conduct buying and selling transactions without meeting in person. Electronic commerce is not limited to Indonesia, but may conduct trade across national boundaries using only Internet media. When conducting transactions over the Internet, consumers must therefore be cautious. These issues include payment mechanisms and security guarantees in transactions.

E-commerce legal issues are primarily concerned with protecting parties who transact business online. In view of the importance of issues in e-commerce transactions, our country Indonesia issued special regulations for transactions over the Internet in 2008, namely Law No. 11 of 2008 on Electronic Information and Transactions, hereinafter abbreviated as (ITE Law), and regulations for business in Indonesia are contained in Law No. 7 of 2014 on Trade in Chapter Seven, namely trade through electronic systems.

On the basis of the provisions of Article 1 number 10, ITE Law, it is stated that electronic transactions are legal actions which are carried out by means of computers, computer networks or other electronic media. Parties involved in electronic buying and selling transactions conduct legal relations as outlined in a form of agreement or contract, which is also conducted electronically without personal contact between the parties.

With the globalization of information, Indonesia has become a part of the world information society. Therefore, it is necessary to establish regulations for the management of information and electronic transactions at the national level. Information technology development can be optimally, evenly, and spread to all levels of society. The Law on Information Technology was enacted in order to contribute to the realization of the rapid development and progress of information technology, which has caused changes in human life activities in various fields, which directly influenced the birth of new forms of legal acts.

In order to realize the welfare of society, the use of information technology plays an important role in trade and national economic growth. Therefore, the government needs to support the development of information technology by providing legal infrastructure and regulating it so that the use of information technology can be done safely to prevent its misuse

by considering the religious and sociocultural values of Indonesian society.

We know that the government has regulated laws on consumer protection and legal arrangements in e-commerce transactions based on the above description. The truth is that consumers still experience fraud. Especially in a time when all levels of society are working remotely. It is clear that the trade economy will be greatly affected, and that there will be an increasing tendency to use electronic commerce to conduct trade, to sell goods and services, and to purchase goods and services online.

METHOD

This research uses normative legal research methods or what is known as library research. It is a process of finding legal rules, legal principles and legal doctrines to answer the legal questions at hand.

The collection of data is done through the literature, namely through the collection of secondary data, which includes primary legal materials, secondary legal materials, and tertiary legal materials. However, in order to complement and support the analysis of secondary data, it is necessary to conduct interviews with various sources, if necessary, in order to understand the concepts and thoughts contained in the secondary data. This is done within the limits of normative legal research methods.



Fig 1. Library Research Flowchart

RESULT & DISCUSSION

According to Art. 1(2) of the Law on Consumer Protection, a consumer is defined as a person who uses goods or services available on the market with the purpose of benefiting himself, his family, other people and other creatures, and not with the purpose of trading. According to Sidabalok (2014), consumers are generally defined as the final users of the products given to them by entrepreneurs, that is, those who receive goods for use and not for trade or sale. On the other hand, according to Sinaga (2018), a business actor is any individual or business entity, both in the form of a legal entity established and domiciled or carrying out activities within the jurisdiction of the Republic of Indonesia, either alone or jointly through an agreement to carry out business activities in various economic fields.

The business activity is a relationship of mutual need between the actors of the business and the consumers. In essence, there is a need for a regulatory device that can provide legal protection for consumers in order to maintain and ensure the balance of position between consumers and business actors. The need for consumer protection is because consumers are generally in a weak position with business actors (producers), both economically, education or skill level, competitive power and bargaining positions.

In Damayanti, et al. (2023), the regulation of consumer protection law has been regulated in the Consumer Protection Law. Article 1 paragraph (1) of the Consumer Protection Law states that consumer protection is all efforts to ensure legal certainty to provide protection to consumers. Legal certainty to protect consumers, in the form of protecting consumer rights, which is strengthened by special laws, gives hope that economic actors will not act arbitrarily, which always harms consumer rights.

The development of technology, especially the Internet, has changed the concept of buying and selling, where currently the

transaction process of buying and selling can be carried out between the seller and the buyer without having to meet in person. E-commerce is the term that is used to describe the buying and selling process over the Internet that takes place online. Electronic commerce is simply defined as electronic transactions.

An electronic commerce transaction is a business transaction between a seller and a buyer for the delivery of goods, services, or the transfer of rights. This contract is carried out without the presence of the parties to the transaction by means of an electronic medium (digital medium). According to Torong (2021), this medium exists in a public network with an open system, i.e. the Internet or the World Wide Web, and this transaction takes place regardless of regional borders and national requirements.

E-commerce is a business activity through the exchange of data (data exchange) over the Internet, where both parties, namely the originator and the addressee or the seller and the buyer of goods and/or services, can do bargaining and transactions. Amir Hatman in his book, *Net Ready: Strategies for Success in the Economy*, further defines e-commerce as an electronic business mechanism that focuses on business-to-business transactions using the Internet as a medium for the exchange of goods or services either between two institutions (business-to-business) or between institutions and direct consumers (business-to-consumer). Barkatullah & Prasetyo (2006) define electronic commerce as 3 (three) types, namely business-to-business, business-to-consumer, and consumer-to-consumer.

In electronic commerce, multiple parties are involved, either directly or indirectly, depending on the complexity of the deal. In other words, whether the entire transaction takes place online or only a few steps. If the entire transaction is carried out online, starting from the process of transaction to payment. The terms used in electronic commerce are basically the same as the terms used in conventional commerce, but the terms used in electronic commerce are electronically agreed upon or electronic agreement. According to Artanti & Widiyanto (2020), explained that an electronic contract is a standard contract that is unilaterally designed, made, determined, reproduced and disseminated digitally through a site on the Internet (website) by the contract maker (in this case a business actor) without the consent of the other party, usually the consumer.

Consumer Protection is the set of efforts made to ensure legal certainty to protect consumers. The definition of consumer protection explained in Article 1(1) of the Consumer Protection Act is entirely adequate and is expected as a bulwark for the elimination of arbitrariness that harms consumers by economic agents solely for the reason of consumer protection. It is a legal system which protects consumers in their dealings with each other. According to Johanes Gunawan, the legal protection of consumers can be done before the transaction (no conflict/pre-purchase) and/or after the transaction (conflict/post-purchase) in Gunawan (2018).

Regarding the Consumer Protection Act, the Consumer Protection Act has been enacted to regulate the Consumer Protection Act. Article 1 paragraph (1) of the Consumer Protection Act states that consumer protection is all efforts to ensure legal certainty to provide protection to consumers. Providing legal certainty to protect consumers by protecting consumer rights, which is strengthened by special laws, gives hope that business actors will not act arbitrarily, which always harms consumer rights. The implementation of consumer protection as a collective effort has five basic principles that are relevant to national development.

The first principle is the principle of benefit, which requires that all efforts in the implementation of consumer protection must provide the maximum benefit to the interests of consumers and business actors as a whole. This means that consumers and businesses should have a fair chance at achieving their rights and meeting their obligations.

Then there is the principle of balance, which is intended to provide a balance between the interests of consumers, business

actors and government in a material or spiritual sense. The next principle is the principle of consumer safety and security, which is intended to provide consumers with guarantees of safety and security in the use, application and exploitation of goods and/or services consumed or used.

The next principle is the principle of consumer safety and security, which is intended to provide consumers with guarantees of safety and security in the use, application and exploitation of goods and/or services, and the principle of legal certainty, which is intended to provide both economic operators and consumers with guarantees of compliance with the law and justice in the implementation of consumer protection, as well as state guarantees of legal certainty.

According to Article 3 of the Law on Consumer Protection, the purpose of consumer protection is to increase the awareness, ability and independence of the consumer; to increase the dignified status of the consumer through the prevention of adverse effects in the use of goods and/or services; to increase the ability of the consumer to choose, determine and claim his rights as a consumer; to create a system of consumer protection that includes elements of legal certainty and openness of information and access to information; to increase the awareness of economic agents of the importance of consumer protection, so that an honest and responsible attitude to business grows; To create a system of consumer protection that includes elements of legal certainty and openness of information and access to information; to raise awareness among economic agents of the importance of consumer protection, so that an honest and responsible attitude in business grows; to improve the quality of goods and / or services that guarantee the continuity of the business of producing goods and / or services, health, comfort, safety and security of consumers.

In the conduct of buying and selling transactions, including e-commerce transactions, every consumer has rights and obligations. This has been outlined in articles 4 and 5 of the Consumer Protection Law. The consumer's law consists of the right to convenience, safety and security during the consumption of goods and/or services; the right to select and receive goods and/or services according to the price, conditions and warranties agreed upon; the right to receive accurate, unambiguous and truthful information about the conditions and warranties of the goods and/or services; the right to listen to opinions and claims about the goods and/or services received; The right to advocacy, protection and efforts for proper resolution of consumer protection disputes; The right to guidance and consumer education; The right to be treated or served correctly and honestly and without discrimination; The right to compensation, indemnity and/or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be; and the rights provided in the provisions of other laws and regulations.

Meanwhile, consumer obligations are to read or follow information instructions and procedures for the use or utilization of goods and / or services, for safety and security; Good faith in the conduct of transactions to purchase goods and / or services; Pay in accordance with the agreed exchange rate; and Follow efforts to properly resolve consumer protection dispute law.

In addition to the rights and obligations of consumers, the Law on Consumer Protection also contains the rights and obligations of economic operators, as stated in Article 6 of the Law on Consumer Protection; The right to restore good name in case of legal proof that the damage suffered by the consumer was not caused by the goods and/or services provided; and the rights set forth in the provisions of further laws and ordinances.

While the obligations of economic operators are to act in goodfaith in the exercise of their commercial activity, to provide accurate, clear and honest information regarding the conditions and guarantees of goods and/or services, and to provide explanations for using, repairing and maintaining them; To provide consumers with the opportunity to test and/or try certain goods and/or services and to provide guarantees and/or

warranties for the goods produced and/or services traded; to provide indemnification, compensation and/or damages for losses due to the use, application and exploitation of the goods and/or services traded; and to provide indemnification, compensation and/or replacement if the goods and/or services received or used are not in accordance with the agreement.

The government enacted the Consumer Code that should be the strongest legal safeguard for every consumer. However, the reality is that there are still consumers in the community who are experiencing losses in their transactions, especially in the electronic transactions. E-commerce transactions with its peculiar characteristics, which can make the transactions between the seller and the buyer without the need to meet, has two different sides. On the one hand, it is very beneficial because we no longer have to go to the seller/business actor to be able to buy or get the desired item. But on the other hand, there are also things that can be harmful to the consumer, namely when the seller or the business actor does not have good faith. This often happens in society when consumers have fulfilled all their obligations. However, they do not receive the goods they have paid for.

When this happens, consumers have limited information regarding the seller or trader. Where consumers only get information according to what is listed on the business actor's profile. Suddenly the business actor cannot be contacted, and the account used to promote the goods and/or services cannot be found, when consumers try to locate the business actor using the phone number the business actor used at the beginning of the transaction. This can happen because business actors block consumers who have made transactions. Consumers appear to have no legal recourse to resolve disputes.

The rapid development and progress of information technology has led to changes in human life activities in various fields. These changes have directly influenced the emergence of new forms of legal acts. The use of information technology plays an important role in trade and economic growth in today's globalization. The freedom of any economic actor to use information technology makes it difficult for consumers to distinguish between legitimate economic actors and those who are not.

IT Laws are an expression of government attention to development of information and electronic transactions. It aims to develop trade and national economy to increase well-being of citizens, to increase effectiveness and efficiency of public services, to provide everyone with maximum opportunity to educate himself on optimal and responsible use and application of IT, and to provide users and organizers of IT with sense of safety, justice and lawfulness.

Regarding the rules of electronic transactions, they are regulated in the ITE Law, namely in Article 17, which stipulates that the implementation of electronic transactions may be carried out in the public or private sphere; the parties to electronic transactions must act in good faith when interacting and/or exchanging electronic information and/or electronic documents during the transaction; and further provisions regarding the implementation of electronic transactions are regulated by governmental regulations. Next, Article 18 provides that electronic transactions are binding on the parties in accordance with the terms of the electronic contract; the parties have the right to choose the law applicable to their international electronic transactions; in the absence of a choice of law by the parties in international electronic transactions, the applicable law is based on the principles of international civil law; The parties have the right to determine the jurisdiction of the court, arbitral tribunal, or other alternative dispute resolution mechanism authorized to hear any controversy that may arise out of their international electronic dealings, provided that in the absence of a choice of jurisdiction by the parties, the jurisdiction of the court, arbitral tribunal, or other alternative dispute resolution mechanism authorized to hear any controversy that may arise out of their international electronic dealings shall be determined on the basis of the principles of conflicts of laws.

In accordance with Article 19 of the Electronic Transactions Act, an electronic transaction is completed when the transaction proposal sent by the sender is received and accepted by the receiver, and the acceptance of an electronic transaction proposal is made by means of an electronic acknowledgement.

Basically, especially in trade or buying and selling activities, especially between producers and consumers, no one wants to have a dispute with another person. If there is a dispute, the result is loss for the parties to the dispute. However, it cannot be avoided due to misunderstandings, violations of law, broken promises, conflicting interests and losses of one party. Consumer litigation is litigation over the violation of consumer rights. Its scope includes all aspects of civil, criminal and state administrative law. Therefore, according to Sidharta (2006), the term "consumer transaction dispute" is not used, as the latter seems narrower and covers only civil law aspects.

E-commerce takes place in several steps, such as the bidding process offered by merchants or companies through a website on the Internet, and is not much different from regular commerce in the real world. A storefront with a list of goods and services offered is provided by the merchant or company. People who visit the company's website can browse through the products offered by the seller. One of the advantages of buying and selling goods online is that customers can shop whenever and wherever they want, without time or place constraints. Therefore, online media is the only way to sell goods when users access a website that presents offers online.

When offered, it is possible to accept. The offer is sent only to those who have provided their e-mail address. Therefore, only they are addressed and the acceptance is also sent by e-mail. Since anyone can search for products marketed by merchants or commercial operators, offers made through websites are addressed to anyone who accesses them.

Transactions can be made through online services, for example, but still depend on the country's banking system or national financial system. Delivery, which occurs after the buyer pays the price for the goods that the seller has given to the customer, in this situation gives the buyer the right to ownership of the traded goods. In practice, according to Rusviana & Suliantoro (2019), the approved goods are handed over by the seller to the buyer along with the shipping costs, according to the agreement between the trader and the consumer.

All parties involved in buying something online have the same rights and obligations. For example, sellers who offer products on the Internet are responsible for providing consumers or buyers with accurate and precise information about the goods they offer. In addition, he has the right to receive compensation for the goods he sold. The seller or businessman who acts in bad faith during the sale and purchase transaction has the right to defend himself against a customer or consumer.

The existence of e-commerce makes customers very happy because they can do their shopping without leaving home and they have many goods at a lower cost. This is a predicament that has both a good and a bad side. It is considered positive because this situation can help customers freely choose the goods and services they want. As consumers, they are free to choose products and services that meet their needs in terms of type and quality. It is considered negative because businesses are in a stronger position than consumers, which can lead to customers being disappointed and lost.

One of the factors driving the growth of online businesses in Indonesia is the development of the Internet. The ITE Law, or Law on Electronic Transactions and Information Number 11 of 2008, regulates the development of e-commerce. As customers, we are obliged to be careful when buying something. For the most part, every online buying and selling transaction consists of an agreement between the company and the consumer, this is one of the agreements covered by the Civil Code. On the other hand, e-commerce is an innovative method of buying and selling that, according to Suharnoko (2004)

In order to ensure the legal security of electronic transactions, the Information and Electronic Transactions (ITE) Act No. 11 was enacted in 2008. This law does two important things: First, it recognizes electronic documents and transactions in context; and second, it categorizes actions that are considered violations of the law regarding the misuse of IT (Information Technology). At least e-commerce operations have a legal basis once electronic transactions and documents are recognized in Rantung (2017).

Regarding justice and human rights in E-Commerce transactions, Article 9 of the ITE Law outlines the responsibilities of entrepreneurs who offer goods through electronic systems. These entrepreneurs must present comprehensive and precise information regarding the terms of the contract, the vendor, and the goods provided. The ITE Law, in its first paragraph, mandates that all businesses engaged in electronic transactions must obtain accreditation from a certification body deemed reliable, as outlined in Article 10. Furthermore, organizers of electronic agents must consider a number of factors. These include the presence of warnings; system integration and security for technological information; security measures for operations involving online transactions; efficiency and cost-effectiveness; as well as the protection of consumers in accordance with laws and regulations.

It is also important to note that the aggrieved person has the legal right to hold the offending party accountable should the aforementioned regulations be violated or ignored. The author asserts that customers should be aware of the potential risks involved in purchasing goods online, particularly in the context of offers made by unscrupulous entrepreneurs seeking to exploit customers. Businesses have been known to sell fictitious goods at low prices, with the intention of attracting customers' attention. Therefore, before making a purchase, consumers should ensure that the business in question has an available phone number and a valid address.

In addition, the liability of business actors involved in e-commerce transactions is regulated by Article 49 of Government Regulation No. 82/2012 on the Implementation of Electronic Systems and Transactions.

E-commerce has a number of disadvantages, one of which is that consumers can obtain a great deal of information about products and services compared to conventional trade without having to spend a great deal of time visiting many places. In the event that the electronic transaction process does not involve customers and businesses directly, and consumers cannot see the goods ordered directly, there is a possibility of adverse problems for customers. While the security of e-commerce transactions is of great importance to customers in order to foster trust, numerous cases that have arisen regarding the transaction process have been detrimental to consumers. Should this occur, the philosophy of e-commerce transaction efficiency will undergo a transformation, and uncertainty will impede the development of e-commerce business centers in accordance with Wulandari (2018).

While Regulation No. 8 of 1999 regulates consumer protection, this regulation does not account for advancements in the field of information technology. In online transactions, customers may be protected by international agreements.

A number of countries have enacted legislation to regulate e-commerce transactions. For instance, the Philippines has implemented Act No. 8792, while the European Union has adopted the UNCITRAL Model Law on Electronic Commerce. However, neither of these sets of regulations explicitly addresses the issue of legal protection for customers. Nevertheless, they indirectly protect the parties involved in electronic transactions. Consequently, customers who conduct business transactions through electronic technology can avoid these regulations.

The objective of the Consumer Protection Law is to enhance the knowledge, skills, and independence of consumers in defending themselves; to respect the dignity of consumers by protecting them from the adverse effects of using products and services; to increase the ability of consumers to choose, identify,

and request their rights as consumers; to build a consumer defense mechanism that it considers information disclosure and legal certainty, as well as data access. It increases the relevance of consumer protection to business actors, thereby fostering the growth of an ethical and responsible corporate culture. It also improves the quality of products or services, ensuring the sustainability of the industry that provides them and the welfare, comfort, security, and safety of customers.

Furthermore, it should be noted that a major weakness of consumers is a low awareness of their rights, which is largely caused by lacking consumer education. Criminal law, in this case the Penal Code, can be used to protect consumers within certain limits in addition to the existing provisions of the Consumer Protection Act. In fact, insurance is another law that can protect customers in e-commerce transactions. From the above, it is clear that there needs to be a governing law to protect consumers, especially those who conduct business transactions through electronic technology or online businesses. This is because the current laws, especially those related to consumer protection, have not met these needs according to Nasution (1995).

Thus, the purchase of products and services by consumers is the responsibility of businesses. Due to the need to face the consequences of complying with legal requirements, legal responsibility. On the basis of the various advantages and disadvantages of traditional and online buying and selling discussed above, customers in traditional buying and selling may obtain the expected product, while customers in online buying may not. In traditional buying and selling, buyers make cash payments to prevent fraud and anxiety, while in online buying and selling, cash payments make the customer more vulnerable to fraud due to the lack of direct communication between the vendor and the customer. Online buying and selling results in more defaults, as can be seen from the advantages and disadvantages listed above. Online selling increases the risk of default because existing regulations cannot yet cover all online transactions.

Legal efforts can be made to protect customers in e-commerce transactions. These legal remedies can be used when there is a conflict between the business and the customer. The GCPL states that the rights of consumers include obtaining fair representation, protection, and efforts to resolve consumer disputes. Providing compensation, indemnity and/or reimbursement for losses caused by the use of the traded goods and/or services is an additional obligation of business actors.

CONCLUSION

The rapid development and advancement of information technology has led to changes in the activities of human life in various fields, which has had a direct impact on the birth of new forms of legal acts. Digital services are changing our trading system, making it easier for buyers and sellers to transact business without having to face each other. This is known as e-commerce transactions. But behind the convenience there are things that are not yet appropriate. It is true that there is already a law that regulates the trade and electronic transactions. The ITE Law, which contains the rules for electronic transactions, is still not working properly, despite the existence of the Consumer Protection Law, which contains all the issues related to business actors and consumers in the conduct of buying and selling transactions. It can be seen that entrepreneurs still commit crimes against consumers. In fact, there are still many consumers who have not received their rights, especially in terms of safety and legal protection, when they become victims of weak achievements in electronic transactions. The lack of socialization and understanding for consumers also affects the factor of obtaining legal protection from related agencies. Today's technological development is expected to raise the awareness of all business actors and consumers, as well as related agencies. This will further improve the legal protection of all parties.

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