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The Position of The Validity of Digital Signatures in Internet Sales Transactions: Perspectives of the Civil Code and the Consumer Protection Law

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ABSTRACT: It is known that in general the process of buying and selling transactions requires a physical meeting between the seller and the buyer, as per Article 1457 of the Civil Code. In the context of modern trade, buying and selling can be done face-to-face, without using original signatures and without territorial boundaries by utilizing information technology. Digital signature emerges as a concept that replaces the word "agree" in electronic transactions. Similar to analog signatures, digital signatures also serve

to legitimize existing documents. However, currently there is still much debate regarding the recognition, legal force and legal consequences of electronic signatures, especially when disputes arise between the parties involved. The purpose is to determine and analyze the position of the validity of digital signatures in internet sales transactions: the perspective of the Civil Code and the Consumer Protection Law as well as the position of the parties in the internet Sales and Purchase Agreement. This research uses a normative juridical legal research approach. The approach used is legislation (state approach). In this legal research, analytical descriptive specifications are used. The method used is a literature study (Library Research) and qualitative data analysis using primary, secondary and tertiary legal materials which are interpreted in depth. The resume and discussion is that digital signatures are a very appropriate technique used to guarantee the authenticity of documents and avoid the possibility of someone leaking documents. This technique is much more sophisticated and more efficient than manual signatures. Information technology security is then regulated by law by not being an obstacle to technological development, but rather as a counterweight that provides security guarantees to its users. The law is here to provide protection for information technology.

KEYWORDS: validity, digital signature, transaction, buying and selling over the internet

I. INTRODUCTION

The development of computer and communication technology has allowed various computers to be connected to each other through networks, which in turn has led to the advancement of the internet. In general, a computer network can be defined as a collection of computers and their devices connected through communication channels. This network facilitates interaction between users and allows them to exchange data and information easily (Rahmad Satria 2025), (University n.d.).

Computer devices, as a tool for humans, have experienced rapid development thanks to advances in information technology. They have facilitated access to public networks for data and information transfer. With the ever-expanding capabilities of computers, trade transactions can now be conducted over such communication networks. Public networks offer a number of advantages over private networks, especially in terms of cost and time

efficiency. This condition makes electronic transactions (e-commerce) the main choice of business people to expedite their trading activities, given the ease of access offered by public networks, both for individuals and companies that run electronic systems (https://aws.amazon.com/id/what-is/computer-networking/ 2025).

Article 1313 of the Civil Code (KUHPerdata) (Agung n.d.) explains that an agreement is an action in which one or more people bind themselves to one or more other people. From this formulation, we can draw several important points about the agreement, namely (Husnaini 2022):

a. Agreement is an action.
b. Agreement involves at least two people.
c. The act creates an obligation between the parties involved in the agreement.

The action described in the initial formulation of Article 1313 of the Civil Code (Agung n.d.) reveals that an agreement can only be realized if there is a real action, either in the form of speech or physical action and not merely a thought (II.pdf 2015).

According to Abdulkadir Muhammad (.pdf 2018) (2.pdf 2016) (II.pdf 2015), the provisions of Article 1313 are considered inappropriate because there are several weaknesses that need to be corrected, namely as follows:

a. This provision only refers to one party. This can be seen from the use of the phrase "bind themselves" which indicates that this action only comes from one party, not both parties. The correct formulation should be "mutually bind themselves" which reflects the consensus between the two parties.
b. The term "act" also covers actions that do not involve consensus. In this context, "act" may refer to an act of interest administration (zaakwaarneming) or an unlawful act (onrechtmatigedaad) that does not presuppose an agreement. Therefore, the more appropriate term should be "agreement".
c. The existing definition of agreement is too broad. Currently, the term agreement also includes marriage agreements regulated in family law. However, what should be emphasized is the relationship between debtors and creditors related to property.

Agreements regulated in Book III of the Civil Code actually only cover agreements that are material in nature, not personal in nature.

d. Without stating the purpose. In the wording of the article, there is no explanation of the purpose of the agreement made, so it is not clear to the parties involved what the purpose and interests of their binding are.

e. According to Article 1867 of the Civil Code, evidence carried out through writing can use authentic documents or handwriting. One important aspect of written evidence is the deed. A deed is a document that is intentionally created to serve as evidence of an event, and must be appropriately signed. Therefore, the key elements of a deed are the intention to create written evidence and the signing of the document. The requirements regarding the signing of a deed can be found in Article 1874 of the Civil Code, which explains the provisions on the evidence of handwritten documents made by Indonesian citizens or their equivalent. Written documents can be divided into two categories, namely deeds and other writings. The focus in a deed is the signing itself, because by signing a deed, a person is considered responsible for the truth of the contents of the document. Among the various letters or writings known as deeds, there is one category that has special evidentiary power, namely authentic deeds. Before we discuss more about authentic deeds and their role in proof, it is important to first understand the meaning of proving itself. Proving means convincing the judge of the truth of the arguments or evidence presented in a dispute, as stipulated in Article 1868 of the Civil Code. An authentic deed itself is defined as "a deed made in the form prescribed by law, by or before an authorized public official, at the place where the deed is drawn up." (Raja Indo Sinaga 2022)

Article 1867 of the Civil Code explains that a deed is divided into two categories, namely underhand deeds and official deeds (authentic). This deed was prepared and signed by the parties involved. In this context, a private deed refers to an agreement made by the parties without the intervention of a public official and statutory regulations do not specify a specific format for this type of deed. Meanwhile, an official (authentic) deed is a deed drawn up in accordance with the form determined by law, which is made in the presence

of public officials who have the authority to do so, in the location where the deed is made. Thus, both authentic deeds and private deeds have the same function, namely as evidence in written form (Wahyuni 2022).

However, in practice, there is a difference between an authentic deed and a fraudulent deed. These differences include the method of manufacture, form, and strength of evidence, which will be discussed further in this article. Here, the official in question is a notary. This then raises the question: does an electronically signed sale and purchase agreement have the same validity? Only legally witnessed by a notary, this question will be explained further. The author will describe the process of forming a digital signature and match it with the provisions contained in Article 1320 and Article 1867 (Pengayoman 2021)

Based on the above article, both authentic deeds and deeds under hand have the same function, namely as written evidence. However, in practice, there are differences between the two with regard to the method of making, form, and evidentiary power, which will be the focus of discussion in this paper. The official referred to as the party making the official deed here is a notary. Therefore, questions arise regarding the validity of a sale and purchase agreement signed through electronic media and the process is only witnessed by a legally valid digital notary. Therefore, this question will be answered through the author's explanation of the process of forming this digital signature and how it complies with Articles 1320 and 1867.

A deed is a document that functions as evidence, which is signed and contains events that form the basis of a right or obligation. This deed is made intentionally from the beginning for evidentiary purposes. Proof itself is an important step in the process of a civil case, which is needed because of a rebuttal or denial from the opposing party and to prove the rights that are being disputed (Naharia 2024).

In the context of civil cases, written evidence plays a major role. This is because in the civil world, people often deliberately provide evidence that can be used if a dispute arises, and generally this evidence is in the form of writing. In accordance with Article 1866 of the Indonesian Civil Code, evidence consists of: written evidence, testimony,

presumption, confession, and oath. Written evidence includes an authentic deed, which is a deed made in the format prescribed by law and drawn up in the presence of a public official authorized to draw it up, as well as in the location where it was made as Article 1868 of the Civil Code (Junarold 2009).

The public officials in question include notaries, judges, court bailiffs, civil registry employees and auction officials. In the context of making notarial deeds, the notary is the only official who has the authority to draw up authentic deeds, unless there are other provisions in statutory regulations. This authentic deed functions as the strongest evidence and has a very important role in every legal relationship in society. As perfect evidence, the contents of a notarial deed do not need to be proven with other additional evidence. The law gives the power of proof to the deed, because the deed is drawn up by or before a notary as a public official appointed by the government, and given the authority and responsibility to serve the public interest in certain matters. In this way, notaries contribute to maintaining the authority of the government (Kholidah 2023), (Qurani 2022) (Junarold 2009).

Electronic signatures offer a solution to reduce our dependence on foreign platforms and provide independence in information and database management. Thus, customer data can remain confidential. Last but not least, electronic signatures also play a role in preventing foreign fintech companies from indiscriminately extracting data. This signature stores complete information about the customer's identity, thus ensuring the security of electronic transactions. By using electronic signatures, the customer acquisition process in document verification becomes easier, without the need to sign documents manually. Independence in information and database management will ensure that customer data remains confidential.

Last but not least, electronic signatures can prevent foreign fintechs from data mining. The presence of the information society in the third century of this millennium is recognized as one of the crucial aspects of global life. Marked by the increasingly widespread use of information technology in various human activities, this trend is not only seen in developed countries, but also in Indonesia. This phenomenon has made

information a very valuable and profitable economic commodity, thus requiring legal regulations to govern it. The use of electronic technology in online trading has a significant positive impact, among others in terms of speed, convenience, and the ability to conduct global interactions without restrictions on place and time, which has now become commonplace.

In-person agreements between business people are no longer a necessity, as electronic media are increasingly enabling virtual meetings. This has led to the growth of electronic commerce which has become a new economic driver, especially in the field of technology in Indonesia. This development has also had a significant impact in various aspects of life, including in the trade and industry sector.

In ancient times, trading or buying and selling took place when sellers and buyers met in person to exchange goods. Initially, this form of trade was done through barter, which is the direct exchange of goods. Over time, the currency system was introduced. At that time, the trading process did require a physical meeting between the seller and the buyer. In today's digital era, a new innovation emerged in the form of digital signatures that use cryptographic techniques. These signatures are formed by utilizing public key cryptography, which involves two keys: one is used to create the digital signature and the other to verify the signature or restore the message to its original form. This concept is known as asymmetric cryptosystem or non-symmetric cryptographic system (Hudzaifah 2015).

Previous research that can be compared with this research Cok Trisna Dewi Pemayun and Putu Eka Trisna Dewi (2025) with the title " Validity of Digital Signatures in Business Transactions". The research found this discussion covers the regulations regarding electronic signatures in Indonesian law are contained in various laws and regulations. The legal power of a valid Electronic Signature is as long as it meets the requirements in Article 11 paragraph (1) of Law Number 1 of 2024 concerning Information and Electronic Transactions, then in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, it is stipulated that there are 2 types of Electronic Signatures, namely certified and uncertified.

Certified electronic signatures must also meet the validity of the legal force and legal consequences of electronic signatures as required in Article 59 paragraph (3), using electronic certification made by the Indonesian Electronic Certificate service provider and made using a certified electronic signature maker. That conclusion is regulations regarding TTE in Indonesian law are found in various laws and regulations including Article 1875 of the Civil Code, ITE Law, Government Regulation on PSTE and Law on Personal Data Protection (UUPDP). The legal force of a valid Electronic Signature is as long as it meets the requirements in Article 11 paragraph (1) of the ITE Law. Article 11 paragraph (1) of the ITE Law (Rahmad Satria 2025), then in Government Regulation Number 71 of 2019 regulates that there are 2 types of Electronic Signatures, namely certified and non-certified. In addition, certified electronic signatures must be made using certified electronic signature making device organized by the Indonesian electronic certificate service provider and legally valid. Indonesian electronic certificate service organizer and legally valid as an electronic signature in accordance with the requirements. That conclusion is Regulations regarding TTE in Indonesian law are found in various laws and regulations including Article 1875 of the Civil Code, the ITE Law, Regulations The government regarding PSTE and the Law on Personal Data Protection. The legal force of an Electronic Signature is valid as long as it meets existing requirements in Article 11 paragraph (1) of the ITE Law, then in Government Regulation Number 71 of 2019 regulates that there are 2 types of Electronic Signatures, namely those that are certified and those that are not certified. Additionally, a certified electronic signature must be created using certified electronic signature creation device organized by the organizer Indonesian electronic certificate service and is legally valid as an electronic signature in accordance with requirements (Cok Trisna Dewi Pemayun 2025).

Other research is Amelia Intan Saraswati, Alde Erfajrin Syabana, Gracia Ravina Moselle S, Nabila Maraya Farenia (2023) with the title "The Validity of Electronic Signatures on State Documents" with research results namely Currently, the development of science has developed quite well with the presence of the internet era. Starting from small children to the elderly, they often use internet network services. Any information they need is very

fast and easy to get. The way we obtain this information is now protected through a statutory regulation in Law no. 11 of 2008, because many people often misuse this electronic information, therefore, legislation is needed to protect it. Based on Article 11 of the Law

Previous studies related to this research by Rahmadi Indra Tektona and Sry Rezeki Laoly (2023) with research title "Legal Certainty Of Digital Signatures On Private Platforms In Indonesia" which the results showed that digital signatures on electronic documents have legal certainty as evidence according to the Civil Procedure Law which is an extension of the evidence of letters and supported by the existence of Certificate authority (CA) (Laoly 2023)

This study is limited to topics that only on the position of validity of digital signatures through online buying and selling by referring to Article 1867 of the Civil Code that distinguishes these studies. The author hopes that this study will be one of the drivers so that the use of digital signatures can be a manifestation in realizing the rapid use of information and telecommunications technology that more or less began to affect the world of electronic commerce that globally affects positively in the form of speed and ease and sophistication in conducting extensive interaction without restrictions on place and time which is now a thing that will gradually get used to everyone. Face to face agreement (meet in person) business people are now no longer needed but meet face to face through electronic media so it can be said, this electronic trade is a new economic driver in the field of technology, especially in Indonesia. The purpose of this research was to determine and analyze the position of the validity of Digital signatures in sales transactions via the Internet is related to Article 1867 of the Civil Law book. The question of this study is first how the position of the validity of Digital signatures in sales transactions via the Internet is related to Article 1867 of the Civil Law book and second question is how the position of the parties in the sale and Purchase Agreement by the internet?

II. METHODS

This study adopts a normative juridical legal research approach, aiming to identify the rules of law, legal principles, and relevant legal doctrines in answering the legal problems faced. Normative legal research is method or method used in legal research by examining existing legal existing legal literature. Juridical research normative research discusses doctrines or principles in law, in this case the principles in the science of law, in this case the author examines the validity of in proving Indonesian civil procedure law, as well as discussing the validity of electronic signatures in Indonesian civil procedure law, as well as discussing civil dispute resolution against electronic documents signed with an electronic signature (Hudzaifah 2015).

In the study of this law, descriptive-analytical specifications are used. To collect data, the method applied is Library Research and qualitative data analysis using primary, secondary and tertiary legal materials that are interpreted in depth. Legal materials used in this writing is with primary legal materials primary legal materials in the form of laws and regulations, secondary legal materials consisting of textbooks, legal journals, dictionaries, and other legal materials. Consisting of textbooks, legal journals, legal dictionaries, legal research results, as well as the The Position of The Validity of Digital Signatures in Sales Transactions via The Internet is Related to Article 1867 of The Civil Law book dictionaries, legal research results, as well as other supporting documents and tertiary legal materials tertiary legal materials, especially those related to with The Position of The Validity of Digital Signatures in Sales Transactions via The Internet is Related to Article 1867 of The Civil Law book

III. RESULT AND DISCUSSION

A. The position of the validity of Digital signatures in sales transactions via the Internet is related to Article 1867 of the Civil Law book

The legal consequences of the acts allow their veracity to be proven or accounted for in court, aiming to recall the events that occurred, but focusing more on their evidentiary

power, thus providing clear legal guarantees. Many people in society are not yet fully aware of the importance of authentic agreement-making by the parties concerned to ensure legal certainty and as a resilient proof tool in the future.

Along with the progress and development of trade practices, it also influenced the related legal activities. For example, in the legal context, agreements that are usually done conventionally are now switching to electronic agreements, this is due to the dominance of online commerce or e-commerce in the current era. A digital or electronic signature serves as an approval tool commonly used in electronic-based agreements. In developing countries, the most common use of Electronic Signatures is a conventional electronic signature and still has a low level of security. As a result, many business people in these countries are not yet familiar with the use of digital signatures. One of the innovations in the development of treaty law was the birth of electronic contracts or e-contracts, which were introduced in the UNCITRAL Model Law on Electronic Commerce in 1996. Subsequently, in 2008, the ITE Law was passed, which recognized the provisions regarding e-contracts in positive law. However, if considered more deeply, both the UNCITRAL Model Law and the ITE Law do not provide a clear explanation of the form of e-contract.

When referring to Article 1867 of the Civil Code, it is stated that there are two types of Deeds, namely deeds under hand and official deeds. The document is drawn up and signed by the parties involved. Through this article, the author will explain that the deed under hand is an agreement drawn up without the involvement of public officials, and the law does not in detail regulate its form. Meanwhile, an official or authentic deed is a document drawn up in a format defined by law by or in front of an authorized public official, at the location where the deed itself was made. From these provisions, both the authentic deed and the deed under hand have the same role as written evidence.

In practice, however, there is a fundamental difference between an authentic deed and a deed under hand. These differences relate to the manner of manufacture, form, and strength of proof, which will be discussed in this paper. The official referred to in this context is the notary. A question arises, namely whether a sale and purchase agreement

signed via an electronic platform and only digitally witnessed by a notary is valid under the law. Therefore, the author will outline how this process of creating a digital signature occurs and compare it with articles 1320 and 1867.

An acte is a document that serves as evidence, which is signed and contains the events on which a right or alliance is based, drawn up deliberately from scratch for the purposes of proof. The process of proof is one of the stages in civil litigation. Proof is very important because there is a denial or refutation on the part of the opposite party or in support of a right that is being disputed. Written evidence in civil cases is the most important evidence, because often in civil matters, someone deliberately provides evidence that is useful in the event of a dispute, and other evidence is usually written. In the Indonesian Civil Code Article 1866, there are various types of evidence which include: written evidence, evidence through witnesses, assumptions, confessions, and oaths. Written evidence included in it is the authentic deed, which is a deed drawn up in the format established by law, drawn up by or in the presence of a public official authorized to draw up the deed, at the location where the deed was signed (article 1868 of the Civil Code) (Agung n.d.).

The public officials in question include notaries, judges, bailiffs in a court of law, employees who handle civil records, as well as officials in charge of auctions. In the case of making a notarial deed, the notary is the only party that has the authority to draw up an authentic deed, due to his already recognized role as a public official authorized to make any type of authentic deed, unless there are legal provisions that define it differently. Authentic acts serve as the strongest and most valid evidence, and play a crucial role in every legal interaction found in society. It is said to be a perfect proof, meaning that the information contained in the notarial deed does not need to be validated with other evidence. The law establishes such evidentiary power for these acts because the making of the acts is done by notaries, who are public officials appointed by the government, who are in charge and authorized to serve the public interest in certain areas, so notaries also play a role in exercising the authority of the government.

Therefore, notaries play a role in exercising government authority. Based on Article 1867 of the Civil Code, it is also stated that written evidence can be carried out both with

official documents and with unofficial ones. In the written evidence, there is a very important element for proof, which is the proof of the deed. A deed is a document that is deliberately made to be evidence of an incident and signed appropriately. Therefore, the key element for a deed is the intention to make written evidence and signature on the document. Provisions regarding the signature of the deed can be found in Article 1874 of the Civil Code which contains a portion on the proof of unofficial documents made by Indonesian citizens or their equivalents. Written documents can be divided into two categories, namely deeds and other documents; the most crucial of a deed is its signature, because by signing the deed, a person is considered responsible for the correctness of the contents contained in the deed.

Among the various letters or documents called deeds, there is one group that has a special force of proof, known as authentic deeds. Before explaining further about proof with this authentic deed, it is important to understand what is meant by proving. What is meant by the process of proof is to convince the judge of the correctness of the arguments or evidence presented in a dispute in accordance with Article 1868 of the Civil Code. An authentic deed is defined as, "an authentic deed is a document made in a form regulated by law, drawn up by or in front of a public official authorized for it at the location where the deed is made."

Regarding the validity of digital signatures, this is also explained in Article 11 paragraph (1) of Law Number 11 of 2008 concerning electronic information and transactions ("UU ITE") (BPK, https://www.bing.com/ck/a?!&&p=22cf0750813cc519c289666047ea513fd0b458464226efc4a946e5b83fe257cbJmltdHM9MTczOTA1OTIwMA&ptn=3&ver=2&hsh=4&fclid=2852cde5-a6e1-6909-0b9a-d8a2a7b768cd&psq=UU+ITE&u=a1aHR0cHM6Ly9wZXJhdHVyYW4uYnBrLmdvLmlkL0hvbWUvRGV0YWlscy8zNzU4O 2010) which has been amended into law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions as well as article 59 paragraph (3) of the government regulation governing electronic systems and transactions Number 71 of

2019 which states the following: (BPK, https://www.bing.com/ck/a?!&&p=e2a7a2eaabbc1451bebdfa3aa802666a1df0afb7f7cf8ff2910ee57434f478e8JmltdHM9MTczOTA1OTIwMA&ptn=3&ver=2&hsh=4&fclid=2852cde5-a6e1-6909-0b9a-d8a2a7b768cd&psq=pasal+59+paragraf+3+peraturan+pemerintah+penyelenggaraan+sistem+dan+tran 2020)

An electronic signature has legal validity and valid legal effect provided that it meets the following criteria (1) The data used to create an electronic signature relates only to the Signer; (2) Electronic Signature generation Data when the electronic signing process is completely controlled by the Signer; (3) Any changes that occur in the electronic signature after the moment of signing can be identified; (4) All modifications to the electronic information relating to the electronic signature after the time of signing can also be identified; (5) There are certain methods used to determine the identity of the signer; (6) There is a special procedure to confirm that the signatory has given consent to the electronic information in question.

Based on this explanation, a digital signature is considered valid if it meets the requirements stipulated in Article 11 paragraph (1) of the ITE Law and Article 59 paragraph (3) of government regulations regarding the implementation of electronic systems and transactions, regardless of the individual's position or profession. In addition, the author concludes that as long as the digital signature is carried out in accordance with the provisions in Article 11 paragraph (1) of the ITE Law and Article 59 paragraph (3) of the government regulation on the implementation of electronic systems and transactions, and does not conflict with Article 1320, the digital signature is considered valid. However because in the discussion of this first point, the author tries to discuss the sale and purchase agreement that using a digital signature that is reviewed with Article 1867, then the author will try to study it in more depth in the next section.

B. The Position of The Parties in The Online Sale and Purchase Agreement

In accordance with what is contained in Article 1313 of the Civil Code, an agreement is defined as follows: "an act in which one or more persons are committed to one or more persons."The commitment creates legal consequences, that is, the emergence of rights and obligations for each of the parties involved. The obligation here relates to the fulfillment of a feat that must be granted by one or more parties to one or more others who have the right to the feat. Thus, it can be concluded that any agreement always involves two or more parties, in which one party is obliged to carry out a feat (known as debtor), while the other party is the one who is entitled to receive the feat (known as creditor).

Just like in a sale and purchase contract, a minimum of two or more parties are required to be bound to each other, known as the seller and the buyer. The mutually binding relationship between the seller and the buyer will generate legal consequences, that is, the emergence of an obligation, in this case in the form of an engagement born of an agreement, in which the seller must fulfill his achievement by delivering the goods that are the subject of the transaction to the buyer. The buyer also has the responsibility to pay for the goods he has purchased in accordance with the agreement that has been established with the seller.

Seller Rights are first the right to earn money from the goods IT markets; second demand payment of the price of the goods that have been sold to the buyer in accordance with the agreement that has been made between the two parties, as well as the right to receive money for the goods that he has sold.

Then the buyer's rights are (1) Both physically and legally; (2) If there is a hidden defect, the buyer has the right to return the money paid and request reimbursement for costs incurred during the purchase and delivery process; (3) Rights of the buyer in a situation of contract default; (4) The right to demand fulfillment of the agreement; (5) The right to request the cancellation of the agreement or if the agreement has a reciprocal nature, the right to request the termination of the agreement; (6) The right to demand compensation for losses; (7) The right to demand the fulfillment of the agreement

accompanied by indemnity; (8) The right to request the termination or cancellation of the agreement with compensation.

In addition to rights, there are also obligations for sellers and buyers that must be complied with. The obligation for the seller is that if the seller knows of a defect in the goods sold, he is obliged to return the price paid and reimburse the costs incurred. Referring to the general provisions related to the delivery of goods (article 1235 of the Civil Code) as well as special provisions regarding the sale and purchase (article 1474 of the Civil Code), the seller has three main obligations that come into force after the sale and purchase transaction occurs, in accordance with Article 1458 of the Civil Code. Under this provision, in principle, the seller has a responsibility to (1) Preserve and take care of the goods to be given to the buyer until the time of its enlightenment; (2) Deliver the goods sold at the stipulated time, or if there is no specified time, at the request of the buyer; and (3) Provides for liability for such sold goods.

As for the obligations that buyers have, they are limited to paying for the goods they have acquired in accordance with the agreed price.

Based on the above explanation, the author concludes that the rights and obligations between consumers and producers, or buyers and sellers, are one indication that the position of each party in an online buying and selling transaction is equivalent and no different from a general buying and selling contract. However, there are a number of manufacturers or online sellers that implement rigid standard agreements in their deals. This standard agreement is an agreement whose content is fixed and compiled in the "form"format. There are some characteristics of standard clauses that need to be noted such as the following are: (1) The agreement is developed unilaterally by the party that has more power compared to the consumer; (2) Consumers are not involved at all in the process of determining the contents of the agreement; (3) Compiled in writing and mass format; and (4) Consumers feel forced to accept the contents of the agreement due to the impulse of need.

According to Law No. 11 of 2008 concerning electronic information and transactions, electronic documents as well as electronic information, including their printed versions

will only be recognized as valid evidence if they are generated through electronic systems. In electronic transactions, the contract used is a standard agreement, which is based on the "principle of open system law" enshrined in Article 1338 paragraph (1) of the Civil Code, better known as the principle of freedom of contract. In this article it is affirmed that "any legally concluded agreement will have the force of law as the law for the parties that compose it." This principle means that individuals have the discretion in drawing up agreements according to their wishes or interests. The discretion in question includes are (1) Each individual has the right to decide whether they want to draw up a contract or not; (2) Each individual has the right to decide with whom they want to conclude a contract; (3) The parties have the freedom to decide on the format of the contract; (4) The parties have the freedom to determine the content of the contract; (5) The parties have the freedom to choose the method of drawing up the contract.

The position of the parties in the online standard agreement is not balanced because the business actor or seller is the economically strong party while the consumer/buyer is the economically weak party. The seller as the economically strong party is the one who makes the rules contained in the standard agreement, where these rules are sometimes one-sided. In order for the position of business actors and consumers to be equal, business actors must pay attention to the rules regarding standard clauses.

Legal Protection for Sellers and Buyers

In order to protect the seller (Buyer) and the buyer (Seller), the legal relationship that occurs in an ordinary sale and purchase transaction consists of only two parties: the seller and the buyer. This legal relationship is based on an agreement. Which generates rights and obligations between the seller and the buyer. Buyers or consumers have rights and obligations that are protected by Law Number 8 of 1999 on Consumer Protection Law, if the sale and purchase agreement is carried out conventionally, as well as the rights and obligations of sellers or business actors who are also protected by the Consumer Protection Law.

Consumer rights consist of: (1) Right to comfort, safety and security in the consumption of goods and/or services; (2) To choose goods or services and receive goods and/or services

in accordance with the exchange value and the terms and conditions and guarantees promised; (3) Amendements to the Terms and Product Warranties, Clear and Honest Information and/or Services; (4) The right to hear opinions or complaints about the products and/or services used; (5) The right to maintain consumer direction and education; (6) The right to be treated honestly not discriminatory; (7) If the goods and/or if the services received are not in accordance with the contract, the right to receive compensation, compensation and/or exchange must be compensated; (8) And/or if the services received are not in accordance with the contract, the right to receive compensation, compensation and/or exchange shall be in accordance with the rights provided for by laws and other regulations.

Inside article 5 of Law Number 8 of 1999 (hak 2000) regulates consumer responsibility, namely: (1) Read or follow the information instructions and procedures for the use or utilization of goods and/or services, for security and safety; (2) Good faith in conducting transactions to purchase goods and / or services; (3) Pay according to the agreed exchange rate; (4) Follow the efforts to properly resolve consumer protection disputes.

Likewise, the rights of business actors have been regulated in Article 6 of the consumer protection law, namely (1) The right to receive payment in accordance with the agreement on the conditions and exchange rate of goods and / or services traded; (2) The right to obtain legal protection from the actions of consumers who act in bad faith; (3) The right to conduct appropriate self-defense in the legal settlement of consumer disputes consumer disputes; (4) The right to rehabilitation of good name if it is legally proven that the consumer's loss was not caused by the traded goods and/or services. consumers are not caused by the goods and/or services traded; (5) Rights stipulated in the provisions of other laws and regulations (hak 2000).

The obligations of Business Actors are explained in Article 7 of Consumer Protection Law, which states: Conducting business activities in good faith with: (1) Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance; (2) Treat or serve consumers correctly and honestly and not discriminatory; (3) Guarantee the quality

of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services; (4) Provide opportunities for consumers to test and/or try certain goods and/or services and/or services and provide guarantees and/or that are traded; (5) Provide compensation, compensation and/or replacement for losses due to use, use and utilization of goods and/or services traded; (6) Provide compensation and/or replacement services if the goods and/or services received or utilized are not in accordance with the agreement. received or utilized are not in accordance with the agreement (hak 2000).

From the provisions of rights and obligations stipulated by the Customer Protection Law, the legal relationship between consumers and business actors is clearly illustrated. However, in a simpler way, legal entanglement in a sale and purchase transaction is formed when the business actor or seller delivers the product sold to the buyer or consumer (Trimaya 2014). Similarly, the consumer or buyer provides payment in accordance with the agreed price. Therefore, if one of the parties fails to fulfill the agreement that has been made, then that party is considered to have committed a violation or what is often referred to as default.

Meanwhile, if a buying and selling transaction is carried out online through rekber on FJB Kaskus, at least four entities are involved, namely the buyer, seller, rekber, and kaskus. However, of these four parties, the ones who participate directly are the buyer, seller, and recber. Kaskus does not directly participate in transactions between buyers, sellers, and rekbers. Kaskus serves as a platform that connects the three parties and monitors any violations of the rules in FJB Kaskus (2 2017).

VI. CONCLUSION

Based on the above findings, it can be concluded that rapid advances in information and telecommunications technology today also have an impact on the e-commerce sector; This has a positive impact on speed and ease and the ability to interact globally without the limitations of place and time, which is now the norm. It is possible to say that e-

commerce has become a new economic driver in the field of technology, especially in Indonesia, as business people no longer need to have face-to-face meetings.

To sign a document or other information, the signer must first clearly specify which part to sign. This predefined part is known as PHVVDJH¥. Next, the digital signature application will process the information into a hash value which will then be used to generate a digital signature with a private key. The resulting digital signature is unique, both for the message and the private key used.

However, the author argues that in order for digital signatures on electronic documents to have legal force and be accepted as evidence in court, it is necessary to register the electronic signature with the Certification Authority (CA) body. By doing so, the CA can function as a public official with authority, and utilize the infrastructure provided by the CA, especially in terms of the ability to record the time when the electronic transaction was signed.

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