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Legal Protection on E-Commerce Transactions: Problems and Challenges in Global Business

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ABSTRACT. Electronic commerce or so-called E-Commerce is a borderless market that can transcend all borders, such as time differences, language differences, currency differences and regulatory differences. E-Commerce is very popular with today's society because of the many conveniences that exist in it, because many users of the problem also increasingly colorful, the country is already set through the Consumer Protection Act. Unlimited E-Commerce transactions that transcend regional differences in the event of a dispute are often resolved through

Alternative Dispute Resolution (ADR) in which there are various forms such as negotiation, mediation, conciliation, consultation, expert judgment, and arbitration. ADR is a non-litigation path because if solved by a litigation path it will definitely take longer.

KEYWORDS. *E-Commerce; Transaction; Global Business; Legal Protection*

I. INTRODUCTION

The created technology evolves along with the human need to facilitate life from the previous one (Juwana, 2002). Technology is getting more advanced, the easiness of living the more we feel. With the advancement of technology that benefit not only the field of science but also the economic field, one of the real evidence advantaged economics is with the emergence of E-Commerce which is a form of goods or service trade transactions using the medium of internet intermediaries, E-Commerce system must have 4 components which are required in online transactions are: (1) Store/Marketplace, (2) seller and buyer, (3) payment gateway, (4) delivery service (Thasia, 2017; Pradana, 2015). With the advent of technologically sophisticated E-Commerce that has shifted conventional trade or direct trade where sellers and buyers meet directly in a place called the market.

The impact of technological advances is the ease of accessing information to consumers so consumers will be more critical and selective in determining the product they will buy, while for technological advances to give a positive impact that is easier in marketing the product so as to save time and energy (Fitriah, 2020; Lutfhahadi & Dhewanto, 2013; Anjani & Santoso, 2018).

In addition to the ease of E-Commerce also has a negative impact, especially for consumers, as well as when we buy goods through the online store but when the item was not in accordance with what is in the picture, or worse often consumers cheated as already transferred money the goods

are not shipped. If there have been cases like above can consumer, ask for compensation? and if it is deceived where consumers should hold accountable? whereas consumers have not met with the seller. Things like this that make electronic commerce transactions dangerous. Increasingly loud competition will bring demands on product quality and higher levels of efficiency (Mansyur, 2012; Matompo, 2020; Winarso, Disemadi, & Prananingtyas, 2020).

With a variety of problems in the world of E-Commerce that is increasingly complex, should consumers be careful and find out about the online stores safe that never commit fraud or potential fraud in and forms that consumer are not disappointed when conducting online transactions and equally important consumers expected know about the Law that protect it is the Law Number 8 of 1999 concerning Consumer Protection.

Law No. 8 of 1999 was revised in 1999 which means the formulation of this law before 1999, in the late 90's own E-Commerce has not been booming because at that time the technology is not as sophisticated today. Nevertheless, Law No. 8 of 1999 on Consumer Protection can still provide legal umbrella to consumers who conduct online transactions. In addition to the Consumer Protection Act, electronic transactions are also contained in Law Number 19 of 2016 which has replaced Law Number 11 of 2008 About Information and Online Transactions or better known as UUIITE (Wahyuni, 2018; Sinaga, Siregar, & Hutabarat, 2020; Sinaga, Simanjuntak, Barus, & Sinaga, 2020).

Therefore, this study uses a method and approach in the legal research in which in the scientific research the methodology plays an important role in obtaining objective, valid data and than used to solve the problems that have been formulated. Understanding method is a way that has been regular and have been thinking well that is used to achieve goals (Poerwadarminto, 1987).

This study uses the Juridical Normative method, which is an approach to positive law or legislation, which means this approach is an approach that describes, analyzes, and evaluates the applicable legislation

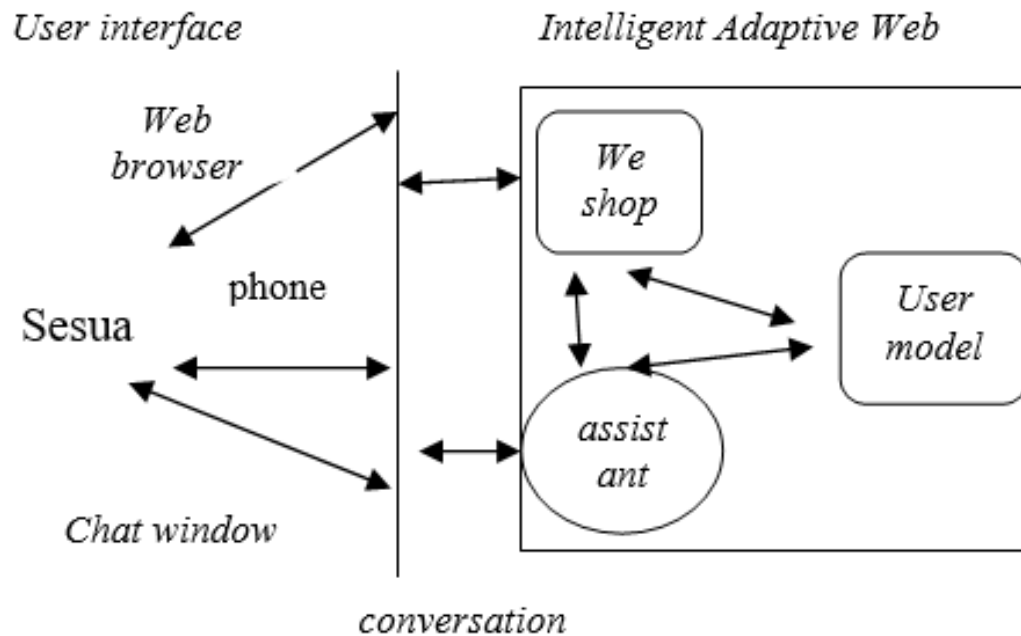
related to the issue of Legal Protection Against Consumers Conduct Transaction E-Commerce. The specifications of this study include analytical descriptive research, such as research that describes everything related to the Legal Protection of Consumers Conducting E-Commerce Transactions, which are then analyzed to obtain more effective legal efforts in protecting consumers who perform E-Commerce transactions in Indonesia. The method used to analyze the data is qualitative normative that is from the material of scientific law that has been collected in accordance with the relevant legal issues studied and then analyzed qualitatively so as to produce a conclusion that is used to answer the issues discussed.

II. E-COMMERCE AND ITS DEVELOPMENT IN INDONESIA AND GLOBAL PERSPECTIVE

Before explaining the applicable laws and regulations related to consumer protection issues especially for consumers who perform E-Commerce transactions, we first see how is meant by E-Commerce.

E-Commerce is an activity related to the buying, selling, marketing of goods or services by using electronic systems such as internet or computer network (Tambunan, 2018; Bramantyo & Rahman, 2019). E-Commerce is a *non-face* modern business (not physically presenting the business) and *non-sign* (not using the original signature) (Suprani, 2001). The famous media in the world of E-Commerce is the *world wide web* (www) mainly social media such as Facebook, twitter, Instagram, and various other social media that has many users.

Web E-Commerce will continue to make improvements because it will have a major impact on the level of sales and customer satisfaction. The following will present an overview of the structure of a web-based E-Commerce system.



In accordance with the picture above that consumers can interact with the seller in the world of E-Commerce through three ways:

1. Web browser
2. Telephone
3. Chat

All information owned by consumers will be stored in the user model and this information is made company in this case the seller as the database the consumer profile. Such information is very valuable for the seller this is because the seller can improve the service in order to satisfy the consumer (Åberg, J., & Shahmehri, 2000; Rumata & Sastrosubroto, 2017). Factors driving the growing electronic commerce are:

1. Globalization and trade liberalization
2. Competition is getting sharper
3. Technological development
4. Physical goal reduction
5. Publicity

While the factor that hinder the development of electronic commerce are:

1. Factor of investment
2. Technical factors
3. Organizational factors
4. Network factors (Desruelle, P., & Burgelman, 2001).

Table 1. Benefits & Loss of E-Commerce for Buyers by Gaertner & Smith

Advantages	Loss
Faster in purchases	Security issues
The choice of product / service is increasing	Buyers do not all use the same technology
Have more access to information	Legal / legal issues
Can fix the price	Not a shopping experience in the real world
Can do feedback to suppliers, vendors and advertising agencies	Not everyone has access to the internet
Increase the level of customer service availability	The possibilities of information are abundant
Increase trust	Consumers are afraid of unknown sellers
Faster purchase method	Access is not an easy thing for beginners

From the table we can know that in the table of advantages we find that the ease of access to information and more efficient transactions is a benefit for consumers, therefore the electronic business is increasingly favoured by consumers because of the easy transactions so consumers do not need much waste energy because consumer no need to come to meet the seller in order to get the desired goods or services. While at the table of losses it turns out consumers are often harmed because of security problems this happens because consumers do not recognize the seller or have not met with the seller, therefore consumers become unsure of the security if

transacting with sellers who have not known (Widijowati, IdwanMariza, & Loin, 2019; Kesuma & Triputra, 2020).

Table 2. Benefits & Loss of E-Commerce for Allowers

Advantages	Loss
Better information management	Organizations / managers need to improve their knowledge of information technology
Service level upgrades may be available	Problems with poor web development
Ability to provide better customer service	Legal / legal issues
Improve competitiveness	Information sent by suppliers can be disrupted by hackers
Reduce cost / increase revenue	Trademark / trust is the main thing
Reduce cycle time	Strict competition for suppliers / vendors
Little obstacles in applying sales methods	The cost of implementation / advertisement can be high
All companies can compete at the same level	Not enough methods for payment
Fixed distributor support	Must have a loyal customer
ability to build information infrastructure	User is charged a transaction fee
Can improve logistics management	Language, time zone, and currency difference
Can improve corporate image	Issues of copyright protection
A cheaper way to find business partners	Disturbance in the supply chain
More electronic information available	Ease of buyer to change supplier / vendor
Can improve access to information about transactions that occur	Web populations may not represent the target population
More direct way to purchase	There is no internet standar for web hosting companies
Ability to bypass global barriers and marketing	Need business process restructuring
Gain knowledge through internet discussion	It's hard to cope with cunning buying decisions

Stock and production costs can be deducted through competitive offerings	Difficulty in knowing which buyer is looking for
Ability to identify new product markets	The necessity to change the organization
Supporting relationships through information sharing in real time	Internet sales are limited to people when they start using the internet for purchases
Acceleration of business processes	Obstacles by the reach of computer networks
Easy updating of online catalogs	
Improve transaction efficiency	

Sources: Gaertner & Smith (2001).

From the table we know that the advantage of the seller who get is to reduce the cost so that the seller's profit is relatively increased, and the seller is increasingly trying to improve its products and services because of the increasingly competitive competition, besides the seller is also easier to get closer to the consumer because they do not have to meet direct to reach agreement. From the table of losses we know that the seller is dependent on the computer network or the Internet because if there is no computer network or the internet then the seller cannot transact with consumers, often the seller also get serious problems of hackers who try to break the data either the seller of consumer data or personal data of the seller such as account number, home address, phone number and other personal matters (Budiyanti, Permana, & Riyani, 2021).

III. LEGAL PROTECTION FOR CONSUMERS CONDUCTING E-COMMERCE TRANSACTION

After understanding about E-Commerce, then we will discuss the articles contained in Law No. 8 of 1999 on Consumer Protection that berkaitan with consumer transactions in the world of E-Commerce.

Understanding a legal norm is not sufficient through the law itself (Freeman, 2004). The law is said to be explicit because the substance of its

rules is inclined formulated explicitly in sentences that have a clear meaning as the Constitution, Law, PP, Presidential Decree , and other regulations that apply today , formulated in writing ([Adi, 2016](#)).

Legal protection for consumers is to protect the rights of consumers. Although very diverse, the broader consumer rights can be divided into three rights that become the basic principle, namely:

1. Rights intended to prevent consumers from harm, whether personal damages, or loss of property.
2. Right to obtain goods and or services at fair price .
3. The right to obtain an adequate solution to the problems faced ([Miru, 2000](#)).

Legal protection of the consumer towards the community of a preference for a weak bargaining position ([Sudaryatmo, 1999](#)). The regulation of legal protection for consumers is done by:

1. Creating a consumer protection system that contains access and information, and ensures legal certainty.
2. Protecting the interests of consumers in particular and the interests of business actors.
3. Improve the quality of goods and services.
4. Providing legal protection to consumers from deceptive and misleading business practices.
5. Integrate the organization, development and regulation of legal protection for consumers with areas of protection in other fields ([Syawali & Imaniyati, 2000](#)).

Legal protection for consumers is contained in Law Number 8 Year 1999. Article 4 states that rights that consumers have under the Consumer Protection Act include the right to comfort, safety, safety, in consuming goods and / or services. So if in an E- Commerce transaction the consumer feels uncomfortable or even the consumer feels his safety is threatened

when consuming the goods or services obtained through online transactions , the consumer may request compensation to the seller. In addition, consumers also have the right to choose goods or services as well as obtain goods or services in accordance with the exchange rate and conditions and promised guarantees. So if in the E-Commerce transaction consumers do not get the goods diingkannya in accordance with the fair exchange rate then the consumer can ask for compensation or reimbursement to the seller because it is selling goods that are not in accordance with the fair exchange rate (Ridwan & Rizky, 2019).

Article 7 of the Consumer Protection Law states that a business actor must have good intentions in conducting his business activities, this means that the seller should not have the intention to deceive the consumers because they have good intentions in conducting their business activities. In addition, the business actor must provide true, clear and honest information about the condition and guarantee of goods or services and provide explanations of use, repair and maintenance. So if the seller's transaction is not honest in providing information on the goods that consumers will buy better the goods the consumer returns or ask for compensation if it is not in accordance with what the seller promised when the transaction, because in Article 7, the seller or business actor is required to be honest regarding the condition of the goods and explains the procedures for the use, repair and maintenance of goods sold.

The seller is also not allowed to apply improper and dishonest let alone discriminatory acts in serving the consumer. The business actor shall also ensure the quality of the goods or services produced or traded. Seller or business actor must provide the opportunity for the consumer to test or try to goods or services and provide warranty or guarantee on goods or services made or traded. In the event of loss resulting from the use, use and use of the traded goods or services, the seller shall compensate or

substitute for goods or services that have harmed the consumer. In addition, if the goods or services received by the consumer are not in accordance with the agreement the consumer is entitled to receive compensation or replacement.

Article 8 states that a consumer is prohibited from selling or trading goods or services that do not meet the required standards and the provisions of laws and regulations, are inconsistent with net weight, net contents, and quantities in the amount specified in the label or label of the goods, by size, quantity, scales, and quantities in actual size, not in accordance with the conditions, warranties, privileges, or efficacies as stated in the label or description of such goods or services, not in accordance with the quality, grade, composition, processing, style, method or use as specified in the label or description of the good or service, not in accordance with the pledge stated in the label, etiquette, description, advertisement or promotion of the sale of that good or service, does not include the expiry date or period of use or best utilization over goods, do not follow the terms of producing halal, as the halal statement contained in the label, does not put a label or make an explanation of goods containing the name of the goods, size, net / net weight, composition, use rules, date of manufacture, name and address of the business actor, and other information for the user which, according to the provisions must be posted, does not include information or instructions on the use of goods in the Indonesian language in accordance with applicable laws and regulations, the business agent is prohibited from trading damaged, defective or used goods, and polluted without providing complete and correct information on the intended item, the business actor is prohibited from trading damaged, defective or used and polluted foodstuffs, with or without providing complete and correct information. Business actors who do prohibited things such as the above explanation are threatened with prohibited to trade goods or services sera obligate to withdraw from circulation. If the business actor does not fulfill his obligations, the business

actor may be punished by article 62 of the Consumer Protection Law which reads:

"Business actors who violate the provisions of Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) a, b, c, e, Article 18 shall be imprisoned with a maximum imprisonment of 5 (five) years or a fine of not more than Rp 2,000,000,000.00 (two billion rupiahs).

IV. E-COMMERCE DISPUTE RESOLUTION

In E-commerce transactions, there is no country border, then the Consumer Protection Act of each country as owned by Indonesia will not be enough to help, because E-Commerce operates cross-border, so the legal protection for consumers must be implemented with international approach ([Riswandi, 2003](#)).

The opportunity to complete a business dispute outside the court is a good fit considering that many businesses, both nationally and internationally, want to quickly resolve disputes. The fact is there is a tendency if the settlement of disputes through the courts will take a long time. This kind of thing happens because the passage is quite long, ie from the District Court, the High Court, and the Supreme Court, either through cassation or reconsideration , to the verdict that has the legal ability of course and can be done ([Mahkamah Agung, 2017](#)).

Alternative Dispute Resolution (ADR) is an attempt to resolve disputes outside litigation (non litigation). Here is a general understanding of the forms of ADR summarized from the following literature:

1. Consultation: is an action that is personal between a particular party (client) with another party who is a party consultant, where the consultant gives his opinion to the client in accordance with the needs and needs of his client.
2. Negotiation: is a means for the parties to the dispute to discuss the settlement without the involvement of a third party as an arbitrator, so

there is no standard procedure, but the settlement procedure is left to the parties to the dispute.

3. Conciliation: is the settlement of disputes with the intervention of a third party (conciliator), in which the conciliator is more active, taking the initiative of formulating and formulating the settlement measures, which are then offered to the parties to the dispute.
4. Mediation: is a dispute settlement with the help of a neutral and impartial mediator.
5. Expert Assessment: the opinions of experts for a technical matter in accordance with their area of expertise.
6. Arbitration: in contrast to other forms of ADR / APS, arbitration has characteristics similar to that of adjudicative disputes adjudication. The dispute in arbitration shall be terminated by the arbitrator or arbitral assembly in which the award of the arbitration shall be final and appealed (Yuniarti, 2017).

For negotiation and mediation is done by discussing the differences that arise between the parties to the dispute through "deliberation to consensus" in order to achieve a "*win-win solution*". To succeed in the settlement of the dispute depends heavily on the wishes and the good faith of the parties to the dispute.

While the settlement of disputes by using arbitration, is an attractive option, especially for businessmen. Even arbitration is rated as an independent "tribunal" to resolve disputes in accordance with their wishes and needs. The tendency to resolve disputes through arbitration is seen in the inclusion of arbitration clauses in business contracts (Muryati & Heryanti, 2011).

The basic procedure in the process of dispute resolution through online arbitration:

1. Agreement to resolve disputes through online arbitration.
2. Notice to the parties and the calculation of the period of dispute resolution by the *provider*.

3. The applicant must create a document containing the claim to the *administrative site* .
4. Notice the contents of the applicant's claim to the requested by the *provider*.
5. Answers to the claim of the applicant by the requested party.
6. Answers to reply demands.
7. Renewal term duration extension .
8. Use the language of the agreement used in arbitration.
9. Do a *hearing*
10. The place of the decision may be determined by the parties, if the parties do not determine it shall be determined by the arbitrator.
11. Notify the content of the verdict ([Mansyur, M. A., & Kamil, 2014](#)).

V. CONCLUSION

Technology has made many changes, not least with world trade, with increasingly advanced technology evolving trading world in such a way to produce a transaction without boundaries or commonly referred to as E-Commerce. People certainly like this transaction because it is fast, easy, efficient, no need to meet directly which means it can save time and effort. With the development of E-Commerce transaction, the problem is increasingly complex especially about consumer rights which often violated by seller or business actor. In Indonesia itself there are already regulations that regulate the Act No. 8 of 1999 on consumer protection. This regulation is not only to protect consumers but also business actors. E-Commerce itself is a free transaction that does not recognize the limits of either country, currency or language, therefore if there is a dispute one way that can be taken is a non-litigation path because as we understand that litigation paths often take a long time. Although there are laws governing consumer protection, the government should create a system that can detect all E-Commerce business actors and collect them in one container

identified, so if there is a violation of rights than the consumer, the business actor can be directly accountable for his actions. Similarly, consumers who must identify themselves to ensure the rights of business actors who transact with it.

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