



Legal Protection Against Consumers in Sales Transactions Buy It Electronically in Indonesia

Gibran Zainul Bahar Noor; Yunanto

Master of Law, Faculty of Law, Diponegoro University, Indonesia

E-mail: gibranzainul@gmail.com

<http://dx.doi.org/10.47814/ijssrr.v6i3.1112>

Abstract

Legal protection of the consumer in the sale and purchase transactions electronically in Indonesia is very important for the economic development of society. The purpose of this study was to determine the validity of the Purchase Agreement How Electronics in Indonesia and How Legal Protection Against Consumer Purchase of Electronic Transactions in Indonesia. The research method is normative, data collection is done through literature. Results of the study are: First, the Sale and Purchase Agreement validity Electronics in Indonesia under Article 47 and Article 48 of Government Regulation No. 82 Year 2012 on the Implementation System and Electronic Transactions; Second, the legal protection for the people contained in article 46 of Law No. 11 Year 2008 on Information and Electronic Transactions and Article 62 of Law No. 8 of 1999 on Consumer Protection. Legal protection of the consumer in the sale and purchase transactions electronically in Indonesia are strictly regulated both in the criminal and civil.

Keywords: *Consumer; Legal Protection; Sale and Purchase Transactions Electronically*

Introduction

The development of information technology at present in Indonesia progress It's so fast and everything's been mushrooming in a practical life Sophisticated technology. In the constitution of 1945 chapter 28 F It states that "everyone has the right to communicate and get Information for personal development and his social environment, as well as entitlement to seek, gain, own, store it, roll it, and Passing information by Using all kinds of channels that Available ". Meaning the state has an obligation to protect, fulfill and Respect that right to information. with So the state has a role in protecting his citizen from The negative benefits of information technology Especially electronic transactions. Rapid

technological developments Brought progress on almost the whole Aspects of human life.¹ One is The technological advancement familiar The vast public is the Internet, that is A convenient technology Global communication and Making it possible for man to obtain foo Exchange information quickly. on Originally the Internet could only be used as medium exchange information on Education environment (college) And research institute.

Once the Internet is open to the general public, it begins to be used in commercial interests as well. At least two things prompted commercial activity in the relationship With advances in technology, increased demand for its own products and easier trade transactions.² In addition, the development of technology Trerinformation is very fast and has been Takes a lot of change. changes These life patterns happen almost on All fields, both social, cultural, economic, As well as other areas. Such changes One factor is development Use of Internet technology (eggs) Which is one part Versus the development of information technology.

One very big change The legacy of information technology Is in economics. The development of information technology in Significant has transformed the economic system Conventional into economic systems Digital. This digital system allows The business world makes a deal By using electronic media that It offers more ease, more speed, And efficiency. Are now widely seen Modern trade transactions That are using technology as The medium, commonly called transaction Electronic or electronic trade or Electronic commerce (e-commerce). A challenge to the development of the ages is necessary Get some serious attention if you don't want to "Getting into trouble" is the reason Indonesia's inready in various ways Aspects (primarily aspects of the law) for Anticipate all the possibilities that They had to do with the trading system This electronic³.

It is not surprising, therefore, that in developed countries, indonesian-based Internet use, e-commerce, e-business, and so on is growing rapidly. At present, the world of national banking has made great use of these facilities to facilitate banking activities for customers by using ebankingdo, or Internet banking. The same is true in Indonesia. Indonesia's use of the Internet began only in 1993 and was initially limited to entertainment, but now Internet use in Indonesia has also included the use for commercial purposes.

Given the potential and development of ecommerce for the Indonesian economy, Jokowi together 4 (four) minister suggested 5 (five) bosem makarim (CEO of go jek), William tanuwijaya (founder of pedia), emirates satar (chairman of su arimal.com), unardi ferry (founder of traveloka), and Andrew darwis (founder of caskus). While 5 (five) the world's largest venture capitalists, among them the great capitalists from the United States, the sequoia capital and queen of the net Mary meeker. Sequoia is a successful company known for many investment portfolios, such as Google, cisco, apple, youtube, whatsapp, nvidia, dropbox, paypal, yahoo, oracle, linkedin, airbnb, and square. "We bring together five international venture capitals and five successful e-commerce companies recording a massive capitalization rate and a chance to become an international conglomerate."⁴

We can see also in Indonesia for the large, it can refer to the growing online stores such as bhinneka, lazada, olx, trade, bejubele, FJB, and more. Today there are also many who use facebook and twitter to promote their products, and the results are relatively effective in boosting sales. The activity of

¹ Man Suparman Sastrawidjaja, *Perjanjian Baku Dalam Aktivitas Dunia Maya, Cyberlaw: Suatu Pengantar, Cetakan I*, Jakarta : Elips II, 2002, hlm.14

² Asril Sitompul, *Hukum Internet (Pengenal Mengenai Masalah Hukum di Cyberspace)*, Cetakan II, Bandung : PT. Citra Aditya Bakti, 2004, hlm. 4

³ Emilda Kuspraningrum, *Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce*, Risalah HUKUM Fakultas Hukum Unmul Vol. 7, No. 2, Desember 2011, hlm.182 – 194.

⁴ Jokowi Boyong 5 Bos Perusahaan e-Commerce RI ke AS, tersedia di diakses pada 6 Mei 2022 pukul 14.00 WIB

e-commerce is not only an online trading transaction but also every financial transaction in a bank that makes use of the Internet as a medium. In a way of changing societies so complex in various dimensions, e-commerce activity brings implications in law service, that is, the authentication of a law subject that makes transactions through the Internet is legally binding; Transactional transactions traded; rights transition mechanism; Legal relations and accountability of those involved in transactions; The legality of electronic log documents and digital signatures as evidence; the mechanism of dispute; Legal choices and judicial forums are authorized in the settlement of e-commerce.

Problematic problems, suggests that there has been a shift from a conventional trade model to an electronic trade/transaction system. According to the scrimmage of authors, the problem arises because of a fundamental cause, the validity of the transaction system. It probes the core, It is about the legitimacy of the electronic transactions themselves and how the legal protection of the consumer (buyer) from the electronic transactions is given. (in the common language is often called the victim of online trading).

Formulation of the Problem

1. How is that an electronic purchase agreement in Indonesia?
2. How can legal protection against the conspiracy to deal electronically in Indonesia?

Research Methods

The study is categorized into normative-law study types it is based on issues and or themes that are raised as research topics. As for the research approach used are conceptual, legislation, comparative research that focuses on rational views, critical and philosophical analyses, and concludes with conclusions aimed at producing new discoveries in answer to the established subject matter. And will be analysed using analytical analytics, which are illustrating the regulations of legislation that apply to the theory of law and the positive law enforcement practices that are associated with the problem

Discussion

1. The Legitimacy of Electronic Trade Agreements in Indonesia

The validity is the validity of a trade agreement or trade contract made through an electronic system. It is customary when agreements of trade deals are put into an agreement or contract. Referring to civil theory in general, a transaction is a legal act involving two parties of mutual need in that of a particular economic value, and is usually realized through an alliance called a contract term, because the contract itself functions To secure a transaction.⁵

A trade contract is deemed legally valid if it meets the requirements subjectively and objectively, if one of the conditions cannot be met the trade contract can be called annulment (an subjective requirement is not met) or can be null for law (an objective requirement is not met). Judiciously, in Indonesia, the legal terms of an agreement are embodied in article 1320 of the civil law (kuhcivil law), where it requires 4 things to make the covenant legal: 1) an agreement by the parties; 2) prowess Works of law; 3) there is an honest cause; And 4) the presence of certain objects. The first two conditions are categorized as subjective conditions and the last two conditions are categorized as objective terms.

⁵ Hasanuddin Rahman, *Contract Drafting Seri Ketrampilan Merancang Kontrak Bisnis*, Bandung : Citra Aditya Bakti, 2003, hlm. 2.

Implementation of the above theoretical and regulatory requirements, it would be easier to detect unmet requirements on a conventional agreement or trade contract than to detect unmet requirements on an electronic agreement or contract. This is because in the process of producing conventional trade contracts, parties are likely to know each other, face to face or at least already know as well as your fellow townsmen. This is different from the process in which business contracts are made electronically, in this case it is perfectly possible for parties not to meet or even to not know each other. This makes it difficult for detection to be unmet with the legal conditions of a contract. Who can guarantee that in an electronic contract the parties are competent with the law to make a contract? What if a contract that was made was null and void later on because objects traded were allowed in seller state but not allowed in buyer's country? That sort of thing it should certainly not be expected to harm those involved in electronic transactions.

Basically, it goes hand in hand with the rapid growth of this electric trade, the United Nations (United Nations) responded by establishing UNCITRAL (United Nations) Commission on International Trade Law (UNCITRAL) an agency that has been commissioned to develop international trade laws.⁶ Further in 1996 was the formulation of a fairly important legal rule: UNCITRAL Law on Electronic Commerce. To supplement the model law on electronic commerce, UNCITRAL also has an important international contract law specifically contract that deals in a convention called the Convention on the Use of Electronic Communications in International Contracting, which is the objective. Primarily, it eliminates obstacles or obstacles that may arise when it comes to the use of communication electronically, in international contracts, it is also expected to create legal certainty among the corporate world.

On the other hand, there is no difference between the world and the world between the world and the world. In online trading, the relevant parties include:

- a. Seller or entrepreneur who offering a product through the Internet as a businessman;
- b. Buyer or consumer, that's every one who was not forbidden by the law, which received bids from seller or perpetrator. Effort and desire to do the product trade offered by the seller or perpetrator Business;
- c. Bank was the donor from buyer or customer to seller, because at the sale buy it electronically, dealer and the buyers are not directly face-to-face, because they're in the location which is different so that the payment can be done through intermediary, in this case is the bank;
- d. Provider to provide services Internet access services.

The implementation of such transactions on the Internet has been conducted with no face to face between parties, so the purchase agreement between the parties is done electronically, either via E-mail or by some other means. Transactions made on the Internet are virtually impossible to stop, and even daily the latest technology in the Internet world has been discovered, while legal protection and certainty for such users is inadequate, thus efforts must be made to keep the legal balance in the proper condition. Legal transactions made electronically are not only between entrepreneurs and consumers, but also between those below:

- a. Business to business, is the transaction between the two companies. In this, all right both the buyer and the seller a company rather than private. Normally these transactions done because they had each other getting to know each other. The trade was carried out to form a co-operation between the company;
- b. Customer to customer, constitutes trade and commerce are going on between individual to individual who will sell one another's goods;

⁶ Huala Adolf, *Dasar-Dasar Hukum Kontrak Internasional*, Bandung : Refika Aditama, 2007, hal. 42.

- c. Customer to business, I understand Trade and commerce are going on between Individuals as sellers with A company as The buyer;
- d. Customer to government, copy The trades were made Between individuals and governments, Like in tax payments.

The birth of the ite act is a dilemma, and there is still a shortage in providing legal certainty through the Internet, with rapidly growing technological and industrial advances, it is unlikely that our country will be affected in particular by electronic transactions, through e-banking, e-commerce, and other electronic transactions.

The increasing number of electronic transactions also propel the legal regulations governing the matter, causing those involved in electronic transactions, especially The consumer gets legal protection over every electronic transaction he makes. Likewise, electronic data/ documents (paperless documentations) also require strong legal documentations, as long as they have been, documents or deeds, to be legally valid only when written on paper (black on white). In dealing with the above problems, the provision of the law in the civil code could still be applied to electronic trades, article 1457 the civil servants state that "buying is an agreement in which the one parties bind themselves to give up property and the other to pay the promised price.

In Indonesia's civil law, the legal requirements of covenants are governed in article 1320 of the civil code, which contains 4 (four) requirements, that is, agreement between those who are committed, the party's ability to establish a union, an object (an object of a covenant must be clear and activeable) and an acceptable causa (breaking no laws, decency and public order). The four valid terms of this agreement apply automatically to the agreement in electronic transactions. This is expressly stated in article 47 of 2012 government regulation 82 of the following systems and electronic transactions:

- (1) Electronic transactions can be made Based on electronic contracts or Other forms of counterdevelopment as Deal forms done by the parties.
- (2) Electronic contracts are legitimate If-if:
 - a. There is an agreement of parties;
 - b. Carried out by a legal subject that Qualified or authorized Representing according to the requirement Legislation;
 - c. There are certain things; and Transaction object not allowed Against the rules Legislation, decency, And public order.

There are also some requirements A subsection 48 clause The government's 82nd year 2012 about System and transaction arrangements Electronics as follows:

- (1) Electronic contracts and forms Other contractor as well Refer to chapter 47 of the verse (1) Yang Addressed to Indonesians Must be made in English.
- (2) Electronic contracts are made with raw clausen to match with the clause for clausen Baku as set in Legislation.
- (3) Electronic contracts at least Loading:
 - a. Identification data of parties;
 - b. Objects and specs;
 - c. Electronic transaction requirements;
 - d. Price and cost;
 - e. Procedures in place A party annulment;
 - f. The stipulations which grant the right to the party to be harmed Can return goods and/or requesting replacements Products where there is a flaw Hidden; and
 - g. Legal option of settlement Electronic transactions

Identifying one's ability to make electronic transactions may be a problem because the parties do not meet face-to-face. To that end, it is best for customers to have an age limit on their access to electronic transactions. However, if the requirements of this qualification are violated and there is a time when some are wronged, the wronged party may request that the agreement be canceled. It is also important to make sure that an electronic signature in an electronic contract/purchase agreement has met the requirements set forth to ensure its legality. According to chapter 1 Verses (19) government rule 82 years 2012 concerning systems and electronic transactions: "electronic signatures are electronic signatures that are glued together, associated with or associated with other electronic information that is used as verification and authentication tools.

Electronic information and/or electronic documents and/or printings (which contain electronic signatures) can be the legal tool of evidence and an extension of existing evidence according to law events in Indonesia, but it is only where electronic information and/or electronic documents apply to the electronic system under the 2008 statute no. 11 of ite and the 82-year 2012 government regulation no.

The proposed 2008 bill 11 of 2008 on information and electronic transactions (next called the ite act) is a concrete entity of the Indonesian government to proactive and responsive to national development as a sustainable process and must be constantly aware of the various dynamics of society; Specifically, to fill a legal vacuum on the problems of information technology development and progress.

Under article 15 of bill no. 11 of 2008 on information and electronic transactions:

- (1) Each promoter of electronic systems should perform a reliable and safe electronic system and be responsible for operating their electronic systems accordingly.
- (2) The organizer of an electronic system is responsible for its electronic system arrangement.
- (3) The requirements as in the text (2) do not apply in any way to be proved Coercion, error, and/or omissions of the system user electronics

From chapter 15 of verse (2) and verse (3) The show, that organizer Electronic systems are responsible of the system arrangement Electronics unless things go wrong Coercion, error, and/or omission The user of the electronic system. Information invitation and electronic transaction (bill) have principles which are neutral Technology or free will of technology. This includes choosing types of signature Electronics are used for Signing an electronic piece of information And/or electronic documents. Neutral principle

Technology within the ite bill needs to be carefully understood, and those who make appropriate electronic transactions use electronic signatures that have the power of the law and the effect of the legal law as governed in article 11, section 1, Electronic signatures have legal power and consequences during the following requirements: electronic signature data linked only to the signature; The data for electronic signatures during the process of electronic signing is only within the control of the signature, any changes to electronic signatures that occur after signing time are known, any changes to the electronic information associated with the signature.

The electronic after signing time may be known, there is a particular way used to identify who the marking is, and there is a particular way to show that the signature has given approval for the associated electronic information. However, the emergence of the ite bill has not substantially given any arrangement for the legitimacy or eligibility of electronic contracts. No positive identification of the ite bill with article 1320 kuhcivil (s) as huala adolf states that "legislation in view of the clause of the kuhcivil code is the law upon which legal decisions are based However, the rupiah still had a chance to strengthen to rp9,100 per dollar, he said there.

As mentioned earlier, in the United States, details of binding must be based on what is referred to in isa chapter 1320 kuhcivil data, whereas the main principles of uncitral referred to through the convention It is the principle of autonomy of the parties as stated in article 3 of uncitral model law on electronic commerce that the parties be free to take away the rule of convention substance, which includes the freedom of the parties to make different rules in the rules National. The convention does not emphasize a specific formative requirement for the validity of a contract, it simply states Given the possibility of a certain formal requirement required by the member states of the convention, the document must be signed in writing, it must be signed, and the original form of the cons.

In principle (with such exceptions as clause 5 (4) the 2008 article 11 on information and electronic transactions of the bill), the use of gas communication or some other electronic media to sell products is left to the tune of those who sell products (depending on the agreement between seller and buyer). Article 19 of the iteit states that "those who do the transactions Electronics should use systems Electronically agreed."

Except for the letters that the law must make in written form, and the papers and documents that the law must make in the form of a notaril deed or deed made by the acting officer make the transaction electronically if done (article 5 verse (4) act ite). For example, the land trade is The deed had to be made by the deed deed to the land (ppat).

The transactions made through those gas services are legal and binding on those along the electronic contract (the proposed purchase agreement by wire service) qualifies as valid. This is in accordance with the clause of section 1338 (1) the civil law book (" kuhperdata "), which reads: "all the legally entered into the constitution Those who made it."

2. Legal Protection Against Consumer Electronics in Indonesia

Today the commerce of e-commerce is growing rapidly. Indonesia's economic growth in the second quarter of 2008 was expected to reach 6.3 percent of the country's gross domestic product GDP Legislation that runs in Indonesia.

For the Indonesian people it concerns a very important legal matter. The importance of legal matters in matters E-commerce is primarily in providing protection against parties who do transactions through the Internet.⁷ In view of the importance of the issue, Indonesia issued a specific policy governing the Internet transactions of the bill - the 2008 bill for information information and electronic transactions to which it was further itemized. In an effort to address the development of laws related to buying and selling on the Internet, governments have issued a 2008 law on information and electronic transactions, whereas national development is a sustainable process that must always be aware of the various dynamics of society. Chapter 1 of 2 uuite states that electronic transactions are a legal act by using computers, computer networks, or other electronic media. The transaction electronically represents one realization of the requirement. Electronic contracts in electronic transactions, must have the same force of law as conventional contracts.

He said the rupiah was expected to strengthen to rp9,100 per dollar in the Jakarta interbank spot market on Tuesday The rule of law is what happens when problems arise. By default the law - it is Indonesian law, so both burgelijk wetboek and consumer protection legislation can be applied to settle the issues raised. But for international trade transactions rather than the Indonesian state, the settlement of the issue will be carried out by the forums voted by the parties using the laws voted by the parties in electronic contracts, as the above explains in the discussion of legal and forum options.

⁷ Lia Sautunnida, *Jual Beli Melalui Internet (ECommerce) Kajian Menurut Buku III KUH Perdata dan Undang-Undang Informasi dan Transaksi Elektronik (Fakultas Hukum Universitas Syiah Kuala, 2008)*, hal.1

In article 38 of act no. 11 of 2008 on information and electronic transactions itself affirms that "anyone can file a lawsuit against those who run the electronic system and/or use damaging information technology." According to this chapter, the public can file complaints viciously on those who hold electronic systems and/or use information technologies that take a public toll, according to the regulations of the legislation.

Article 39 act no. 11 of 2008 on information and electronic transactions further explains that "a civil suit is carried out in accordance with the regulations of the law. Beyond the settlement of a civil suit, parties can also settle disputes by arbitration, or any alternative alternative settlement agency in accordance with the regulations of the legislation."

This is in accordance with the 1999 article 23 of legislation no. 8 concerning consumer protection that states that "individuals who refuse and/or do not respond and/or do not meet compensation on consumer claims can be sued through consumer precautionary measures or appear at the consumer point of justice." According to established laws in Indonesia, civil suits can be based on two possible reasons: women's achievements and illegal actions (onrechtmatigedaad). As for his legal foundation based on the provision of book iii section 1243 bw for female achievement and section 1365 bw for unlawful conduct.

The lawsuit of women always begins with a contractual legal relationship between the parties, thus giving birth to legal rights and obligations. The rights and obligations here are embodied by what is called accomplishment (spectacle). When achievements are not fulfilled/not executed/performed not according to the treaty of the party, it is born what is called a female pledge. While on the action suit Breaking the law, upon which there was a basis for such interference, was the interests of certain parties harmed by the actions of the party Others, although there was no such thing as a controverted (covenant) judicial relationship between the parties.

For consumer cost cases in electronic trading transactions, the lawsuit would be more appropriate if it were based on women and not illegal actions, referring to the obligations of businesses in electronic contracts that had been broken and therefore caused damage. Aside from a civil settlement, violations in electronic transactions containing criminal elements such as fraud can also be processed criminal, as mentioned in article 19 verse (4) the consumer protection act states that "restitution does not eliminate possible criminal charges by proof Further on the matter of error".⁸

If the crimes of e-commerce have entered the criminal underworld then the rules of Indonesian legislation have set it up, in 2008's article no. 11 of 2008 of information and electronic transactions, in part 30 follows:

- (1) Everyone intentionally and unlawfully accesses his or her computer and/or electronic systems in any way.
- (2) Everyone intentionally and unlawfully accesses computers and/or electronic systems in any way in order to obtain electronic information and/or electronic documents.
- (3) Everyone intentionally and unlawfully accesses computers and/or electronic systems in any way by breaking, breaking, bypassing, or hacking the security system.

The legal stipulations appear in article 46 of the 2008 statute of 11 on information and Electronic transactions are as follows:

⁸ Rosalinda Elsina Latumahina, *Aspek-Aspek Hukum Dalam Transaksi Perdagangan Secara Elektronik*, Jurnal GEMA AKTUALITA, Vol. 4 No. 1, Juni 2015, Fakultas Hukum Universitas Pelita Harapan Surabaya Surabaya, 2015, hal. 50-51.

- (1) Each person who meets the element as referred to in chapter 30 of the verse (1) has been sentenced to prison maximum 6 (six) years and/or the most fine Rp600,000,000,000 (six hundred million Rupiah).
- (2) Each person who meets the element as referred to in chapter 30 of the verse (2) has been sentenced to the maximum prison penalty 7 (seven) years and/or a maximum fine Rp700,000,000,00 (seven hundred million rupiah)
- (3) Any person who meets the element as referred to in chapter 30 verses (3) is sentenced to prison maximum 8 (eight) years and/or the maximum fine Rp 800,000,000.00 (U.S.)

In consumer protection legislation governed on consumer rights, article 4 of statute number 8 in 1999 on consumer protection states that consumer rights are:

- a. The right to comfort, security, and internal safety Consuming goods and/or services;
- b. The right to select goods and/or services and to obtain the goods and/or service according to the promised exchange rate and conditions and security;
- c. The right to truthful, clear, and honest information about the condition and security of goods and/or services;
- d. The right to be heard and complained about the goods and/or services used;
- e. The right to advocate, protection, and effort Proper settling of the consumer protection issues;
- f. The right to consumer coaching and education;
- g. The right to be treated or served right and honest and not discriminatory;
- h. The right to compensation, compensation and/or Restitution, if goods and/or services are not received According to the agreement or as it should not;
- i. Rights are regulated under the other regulatory regulations.

On the other hand, the obligation to businesses (in this case are online sellers), according to article 7 of the 1999 statute number 8 on consumer protection:

- a. well - meaning in a business venture;
- b. Gives truthful, clear information about the condition and security of goods and/or services and gives an explanation of use, repair and maintenance;
- c. Treat or serve the consumer properly and honestly and not discriminatory;
- d. Guarantees the quality of goods and/or services produced and/or traded under the terms of quality goods and/or services that apply;
- e. Provides an opportunity for consumers to test, and/or try certain goods and/or services and to guarantee and/or guarantee on items made and/or which Traded;
- f. provides compensation, compensation and/or restitution for damages incurred by use, use and use of goods and/or services traded;
- g. compensates, compensation and/or restitution in case Goods and/or services received or utilized are not consistent with the agreement

In regard to the question you asked, article 8 the 1999 article 8 invitation to consumer protection forbids businesses to trade inappropriate goods/services to the promise expressed in the label, etiquette, statements, advertisements or promotional sale of goods and/or services. Based on that chapter, a discrepancy of the item you receive with the item printed in the AD/photo of the supply It is a form of violation for businesses to trade goods. You are the consumer under section 4 letter h, 1999 statute number 8 of the consumer protection is entitled to compensation, compensation and/or restitution if goods are purchased and/or received services not according to the agreement or not properly. On the other hand, the perpetrators themselves were obliged to compensate, compensate, and/or reimburse if goods And/or services received or utilized was not according to the agreement. When businesses fail to perform their duties, businesses can be convicted under article 62 of the 1999 statute no. 8 of protection Consumers,

which reads: offenders of the penal code as referred to in chapter 8, chapter 9, chapter 10, chapter 13 verses (2), chapter 15, chapter 17 verses (1) letter a, letter b, letter c, letter e, verse (2) and chapter 18 were sentenced to prison maximum 5 (five) years.

Electronic contracts and consumer protection based on ITE and PP PSTE transactions, while online, according to ITE law and PP PSTE, remain recognized as accountable electronic transactions. Your agreement to purchase items online by clicking the agreement over the transaction is a form of acceptance that expresses agreement in the agreement of electronic transactions. Such acceptance usually presupposes an approval statement on the terms and conditions of online trade that we can also state as a form of electronic contracts. Electronic contract according to article 47 verses (2) PP PSTE is legitimate when:

- a. There is an agreement of parties;
- b. Carried out by a legal subject that Qualified or authorized representatives In accordance with the regulations Legislation;
- c. There are certain things; and Transaction object not allowed Against the rules Legislation, decency, and Public order

Thus, at electronic transactions you do, you can use the ite and/or pp pste instruments as the legal basis in resolving your problem. Regarding consumer protection, article 49 verse (1) pp pste maintains that the consumer consumer products offered through the electronic system must provide a complete and correct information relating to the terms of contracts, producers, and products offered. The following verse emphasizes that people should be served with clarity on the offering of contracts or advertising.

Conclusion

From these discussions it may be concluded that the legitimacy of electronic trade agreements, the information act and electronic transactions (bill ite) has the principle of either technological neutrality or technological freedom of choice. This includes choosing the type of electronic signature used to sign electronic information and/or electronic documents. The neutral principles of technology in the ite bill need to be carefully understood, and those who make electronic transactions are duly using electronic signatures that have the power of the law and the effect of the legal law as governed in article 11, section 1, Electronic signatures have legal power and consequences during the following requirements: electronic signature data linked only to the signature; data Making electronic signatures during the signing process Electronics are only in power Signatures, anything changes To electronic signatures That happens after time Signing may be known, Any changes to information An electronic sign-related device hand.

Legal protection against consumer goods in electronic trading, may be conducted by file a lawsuit against women, with the claim that hokum does not fulfill the obligations of businesses in electronic contracts. Failure to fulfill these obligations means there has been a violation of the right to The other party (the buyer) and the consequences His laws are inflicting Loss. Animal protection It's based on chapter 38 and chapter 39 Act 11 in 2008 About information and transactions Electronics and article 23 1999 statute no. 8 about Consumer protection. regulation It gives contempt the law Toward those who feel Agaisles to activity Commerce: legalitatio In 2008 was a form From the seriousness of Indonesia to Giving legal certainty to People are linked to the sengmovement that is happening through the media Information technology, which boils down to this On achieving the value of justice and Expediency.

References

- Adolf, Huala. *Dasar-Dasar Hukum Kontrak Internasional*, Bandung: Refika Aditama, 2007.
- Hardjowahono, Bayu Setyo. *Dasar-dasar Hukum Perdata Internasional*, Buku I, Bandung: Citra Aditya Bakti, 2006.
- Kwary, Deny Arnos dkk. *dengan judul Pengantar Teknologi Informasi*, Jakarta: Salemba Infotek, 2006.
- Mansur, Dikdik M. Arief dan Elisatris Gultom, *Cyberlaw: Aspek Hukum Teknologi Informasi*, Cetakan I, Bandung: PT. Refika Aditama, 2005.
- Rahman, Hasanuddin. *Contract Drafting Seri Ketrampilan Merancang Kontrak Bisnis*, Bandung: Citra Aditya Bakti, 2003.
- Sastrawidjaja, Man Suparman. *Perjanjian Baku Dalam Aktivitas Dunia Maya*, Cyberlaw: Suatu Pengantar, Cetakan I, Jakarta: Elips II, 2002.
- Sitompul, Asril. *Hukum Internet (Pengenal Mengenai Masalah Hukum di Cyberspace)*, Cetakan II, Bandung: PT. Citra Aditya Bakti, 2004.
- Subekti. *Pokok-Pokok Hukum Perdata*, Cetakan XXXIII, Jakarta: Intermasa, 2008.
- Tanya, Bernard L. et all, *Teori Hukum: Strategi Tertib Manusia Lintas Ruang dan Generasi*, Yogyakarta : Genta Publishing, 2013.
- Kuspraningrum, Emilda. *Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce*, Risalah HUKUM Fakultas Hukum Unmul Vol. 7, No. 2, Desember 2011.
- Latumahina, Rosalinda Elsina. *Aspek-Aspek Hukum Dalam Transaksi Perdagangan Secara Elektronik*, Jurnal GEMA AKTUALITA, Vol. 4 No. 1, Juni 2015, Fakultas Hukum Universitas Pelita Harapan Surabaya Surabaya, 2015.
- Marzuki, Peter Mahmud. *Kontrak Bisnis Internasional*, Bahan Kuliah Magister Hukum Universitas Airlangga, Surabaya, 2001.
- pada Emilda Kuspraningrum, *Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce*, Risalah HUKUM Fakultas Hukum Unmul Vol. 7, No. 2, Desember 2011. Syahdeini, Sutan Remy. *E-Commerce Tinjauan dari Prespektif Hukum*, Majalah Hukum Bisnis, Vol 12, 2001.
- Widjaja, Gunawan. *Aspek Hukum Dalam Kontrak Dagang Internasional: Analisis yuridis Terhadap Kontrak Jual Beli Internasional*, Jurnal Hukum Bisnis, Vo. 27 No. 4 Tahun 2008.
- Budi Rahardjo, *Peraturan dan Pengaturan Cyberspace di Indonesia*, tersedia di, diakses pada 6 Juli 2016 pukul 14.00 WIB.

Copyrights

Copyright for this article is retained by the author(s), with first publication rights granted to the journal.

This is an open-access article distributed under the terms and conditions of the Creative Commons Attribution license (<http://creativecommons.org/licenses/by/4.0/>).