

PROTECTION OF CONSUMERS IN ONLINE TRANSACTIONS

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Abstract

The Internet has introduced a new chapter in the global economy or digital economy. Not only in the education or social sector, now economic activities also use the internet as a medium of trade and communication. As an example that is currently rife, namely electronic commerce or electronic commerce (e-commerce), which is a medium of transaction for producers and consumers. Transaction activities using e-commerce are very popular among people today because transactions can be done easily. But behind the convenience of online transactions, there are many frauds committed by irresponsible individuals from both sellers and buyers. The method in this study uses the literature review method. Therefore, there is a law that protects consumers in online transactions so that security when online transactions are maintained properly, namely through consumer protection Act and Electronic Information and Transactions Act.

Keywords: *Consumer Protection, E-Commerce, consumer protection Act and Electronic Information and Transactions Act*

Abstrak

Internet telah memperkenalkan babak baru dalam ekonomi global atau ekonomi digital. Tidak hanya bidang Pendidikan ataupun sosial, saat ini kegiatan ekonomi juga memanfaatkan internet sebagai media perdagangan dan komunikasi. Seperti contoh yang sudah marak saat ini yaitu perdagangan melalui media online atau yang lebih dikenal dengan *electronic commerce (e-commerce)*. Urgensi dari kajian ini adalah transaksi menggunakan *e-commerce* ini sangat populer dikalangan masyarakat saat ini karena transaksi yang dapat dilakukan dengan mudah, tetapi dibalik kemudahan bertransaksi secara online tersebut banyak terjadi kecurangan yang dilakukan oleh oknum-oknum yang tidak bertanggung jawab baik dari penjual ataupun pembeli. Metode dalam kajian ini menggunakan metode *literatur review*. Oleh karena itu adanya hukum yang melindungi konsumen dalam Transaksi online agar keamanan pada saat Transaksi online tetap terjaga dengan baik yaitu dengan melalui payung hukum yaitu Undang-undang Perlindungan Konsumen dan Undang-Undang Informasi dan Transaksi Elektronik.

Kata Kunci: Perlindungan Konsumen, E-Commerce, UUPK, UU ITE

PENDAHULUAN

The rapid growth of information technology has influenced trade processes to become more convenient and flexible, making the trading industry highly sought after. Numerous benefits are derived from information technology, particularly in the economic sector, such as expanding market share globally without the need for direct marketing in those countries.

In the economic field, the development of information technology includes online trade agreement transactions, commonly known as electronic commerce (e-commerce). According to Sri Wulandari, a sales contract must include several textual clauses, such as acts, documents, or contracts that are written clearly and explicitly, whether in the form of authentic acts or acts under private signature. This facilitates the implementation of sales contracts, including the rights and obligations of the parties involved (Sri Wulandari 2018).

E-commerce is a subset of e-business, with a broader scope that extends beyond commerce to include customer services, job postings, business partner collaborations, and more. Establishing an e-commerce platform requires systems such as networks, databases, email, and non-computer technologies like shipping systems and payment tools for e-commerce (Rehatalanit 2021).

E-commerce represents a modern transaction that transforms direct interactions between consumers and business operators, previously conventional, into indirect interactions. It adds a new dimension to the trading system. Electronic signatures are designed to cover the entire process, from purchase to inspection and delivery, all through applications.

On one hand, the advancement of information technology provides solutions for consumers by making them more critical and selective in choosing products. This progress has a positive impact on marketing efficiency, saving time and costs. However, as both parties do not physically meet, the possibility of fraud or errors leading to losses for one party exists.

In this context, consumers tend to experience more negative impacts from e-commerce. For example, desired items may differ from those offered online, and

agreements may not align with pre-established terms. There are numerous cases of online shopping where the purchased product does not match the one advertised, constituting fraud and violating consumers' rights in online transactions. Therefore, this writing will elaborate on Consumer Protection in Online Transactions.

METODE PENELITIAN

This research employs the literature review method. Literature review is a writing method that involves revisiting existing scholarly articles or research journals related to the research topic. The scholarly articles or research journals are sourced from various outlets such as Google Scholar, SINTA Journals, and others. The sought-after research topic is related to the research title, "Legal Protection for Consumers in Online Transactions," with keywords including Consumer Protection Law, Online Transactions, and E-Commerce.

HASIL DAN PEMBAHASAN

Consumer protection in online transactions can be considered quite weak due to the numerous shortcomings in each of the regulations. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and businesses, as well as the responsibility of businesses in conventional transactions. However, consumer protection in transactions using online systems cannot yet refer to the Consumer Protection Law. The Information and Electronic Transactions Law provides freedom in transactions without considering the suitability or capability of businesses and consumers. (Wiguna, Budiarta, and Widiati 2021).

1. Hukum Perlindungan Konsumen berdasarkan UUPK (Undang Undang Perlindungan Konsumen

The Consumer Protection Law imposes responsibilities on the parties involved, namely in the form of rights and obligations for consumers and business operators, in an effort to meet their needs and regulate the realization of consumer protection during the transactions of goods and services. This applies to both offline and online transactions in e-commerce, involving providers of goods/services, referred to as business operators, and users of goods/services, namely consumers (Khotimah and Chairunnisa 2005).

Article 1 number 3 of the Consumer Protection Law defines business operators as follows: "Business operators are individuals or business entities, whether legal entities or non-legal entities, established and domiciled or conducting activities within the legal territory of the Republic of Indonesia, either individually or collectively through an agreement to carry out business activities in various economic fields."

Article 1 number 2 of the Consumer Protection Law defines consumers as follows: "Consumers are individuals using goods and/or services available in society, whether for their own interests, family, others, or other living beings and not for trading."

Requirements for online transactions are the same as those for offline transactions; consumers and business operators must make an agreement before conducting a transaction. An agreement is a mutual understanding between several parties to perform an agreed-upon action, creating obligations and rights that must be fulfilled.

Agreements made by the parties are based on good faith to ensure that no party is harmed by the agreement. Good faith plays a crucial role in creating agreements, including online transactions. Good faith is essential to provide clear information to online consumers about the goods being sold, preventing misunderstandings between the parties. The legal consequences of a valid agreement, as stated in Article 1338 paragraph (3) of the Civil Code, specify that agreements must be executed in good faith.

Agreements based on good faith obligate the parties not to do anything that could harm either party. However, in online transactions, parties have the opportunity to neglect the principle of good faith, potentially harming one party, especially the consumer.

A common case in E-commerce transactions is consumers being deceived by business operators who market their products at very low prices. Consumers are easily tempted to purchase these items, but after the transaction, the goods are not delivered as expected. Prohibitions for such cases are regulated in Article 16 of the Consumer Protection Law: "Business operators are prohibited from failing to fulfill orders and/or agreements on the agreed-upon completion time."

To ensure consumer safety in online transactions, Article 4 of the Consumer Protection Law outlines consumer rights, including the right to choose goods and/or services, receive them according to the promised value, conditions, and guarantees, the right to accurate, clear, and honest information about the condition and guarantee of goods and/or services, the right to compensation, indemnification, and/or replacement if the received goods and/or services do not comply with the agreement or as intended, and other rights.

Business operators are also required to fulfill all obligations in online transactions for the transaction to proceed smoothly (Narayana 2021). These obligations are regulated in Article 7 of the Consumer Protection Law: "Business operators in conducting their transactions must act in good faith and provide accurate and clear information to consumers about goods or services. This is to avoid misunderstandings with consumers. If business operators in online transactions do not provide the goods or services promised

earlier, they must compensate for the loss according to the provisions of Article 7 of the Consumer Protection Law."

However, if business operators fail to fulfill these obligations with bad faith and commit crimes, they can be prosecuted based on Article 62 of the Consumer Protection Law, which states: "Business operators who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, b, c, e, paragraph (2), and Article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a fine of up to IDR 2,000,000,000.00 (two billion rupiah)."

2. Perlindungan Konsumen berdasarkan UU ITE (Undang-undang Informasi dan Transaksi Elektronik)

Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions is a law that regulates information and electronic or technological transactions in general. This law applies to everyone, including foreign nationals, who engage in legal actions as regulated by this law, both within the jurisdiction of Indonesia and outside the jurisdiction of Indonesia.

In addition to the Consumer Protection Law, legal protection for consumers engaging in business activities using electronic media is governed by the Electronic Information and Transactions Law, which includes criminal sanctions in Article 28 paragraph (1) and criminal sanctions in Article 45A paragraph (1).

The concept of electronic commerce buying and selling agreements is similar to conventional buying and selling agreements. Electronic buying and selling agreements are also not exempt from the general agreement concepts found in

Article 1313 of the Civil Code (Ranto 2019). The validity of an agreement requires the conditions stated in Article 1320 of the Civil Code. Civil Code Article 1473 states: "The seller is obliged to explicitly state for what purpose he binds himself to any promise that is not clear and can be given various interpretations, must be interpreted to his detriment." This statement has implications for consumer protection, namely the right to accurate and honest information about the traded goods.

Consumer protection in electronic trade transactions is stipulated in Article 28 paragraph (1) of the ITE Law: "Anyone intentionally and without authority disseminating false and misleading information causing consumer losses in electronic transactions." Criminal sanctions for violations under Article 28 paragraph (1) are stipulated in Article 45A paragraph (1) of the ITE Law: "Anyone who intentionally and without authority disseminates false and misleading information causing consumer losses in electronic transactions as referred to in Article 28 paragraph (1) is punishable by imprisonment for a maximum of 6 (six) years and/or a fine of up to IDR 1,000,000,000.00 (one billion Indonesian Rupiah)".

Specifically, in the trading system, regarding payments, there may be risks arising because consumers usually have the obligation to make advance payments, while they cannot see the truth and quality of the ordered goods, and there is no guarantee of certainty that the ordered goods will be delivered as requested (Ranto R,2019)

CONCLUSION

The activity of trade through online transactions via E-Commerce is very easy and practical to carry out, but there are negative impacts within online buying and selling transactions, such as fraudulent goods that do not match the description, and so on. The Consumer Protection Law (UUPK) Number 8 of 1999 grants rights and obligations to consumers and businesses in every transaction, whether online or face-to-face. Good faith

plays a crucial role in making agreements, including online transaction agreements, to ensure the rights and obligations of all parties are fulfilled.

Consumer protection in electronic trade transactions is also addressed in the Electronic Information and Transactions Law for anyone who intentionally and without authority disseminates false and misleading information resulting in consumer losses in electronic transactions, and they will face strict actions.

The recommendation given in this study is that consumers are advised to be more careful before purchasing desired products and engaging in online transactions. As explained earlier, consumers tend to suffer losses in online transactions through E-Commerce, and therefore, caution is necessary.

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