



Education on the Legal Aspects of Consumer Protection in Buying and Selling Transactions in the Electronic-based Millennial 5.0 Era (E-Commerce)

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ABSTRACT

Keywords:

Consumer protection;
Transaction;
Millennials;
And e-Commerce.

Global economic integration has grown new economic powers and ASEAN countries. Technology and industry development requires competent human resources in every business organization. The presence of millennials and Generation Z has rapidly dominated the workforce, which, in the age of the Fifth Industrial Revolution, poses fresh difficulties to intercontinental rivalry. According to surveys, millennials are proficient with technology. However, due to the rise in cybercrime, its development has had a detrimental effect on the information technology sector. Data were gathered using qualitative research methods, a normative juridical approach, descriptive analysis, and internet literature reviews that created secondary data sources with three legal materials. The results of the study present legal protection education efforts for consumers that are carried out in a preventive, repressive, protective, solution and alternative way through dispute resolution, both litigation and non-litigation channels, so it is necessary to build a legal remedy. umbrella that can anticipate the rapid development of information and communication technology, especially in the e-commerce sector. trade and legal aspects of consumer protection.



Article History:

Received: 29-07-2022
Revised : 08-08-2022
Accepted: 12-08-2022
Online : 22-08-2022



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<https://doi.org/10.31764/ijeca.v5i2.10208>

A. INTRODUCTION

Indonesia has entered a period of economic growth on a global scale that is driven by innovation, technology, and knowledge (Suwardana, 2018). This is demonstrated by the emergence of millennial communities and even generation Z, who have fresh discoveries and creativity that have the ability to promote society 5.0 and accelerate economic growth based on the digital economy. Innovation and creativity, which are strongly linked to the intellectual property system, are undoubtedly the keys to economic development success. Developed nations can use intellectual property as an economic engine in the age of globalization through advancing research, technology, creativity, and innovations. Over-the-top content is one of the media's shifts (OTT), It has gained a lot of popularity in the government, academic, and telecommunications sectors. Many businesses in the digital age employ techniques to aid in their digital transition. Therefore, adjustments are needed from traditional-conventional companies to learn and reorganize their business models based on the digitalized era (Jane Fhasya Hidayat, 2022).

As a state of the law, Indonesia has many goals for its existence, one of which is to safeguard all of its residents from harm in all spheres of life, including the economic factor, to realize the welfare of its people. Thus, it has become the constitutional obligation of the state to protect every citizen by establishing a legal system that guarantees legal certainty in every legal action. Likewise, various trade transactions – in the future referred to as buying and selling only – require legal certainty and protection so that every transaction carried out has legal legitimacy and obtains certainty value (Hakim, 2020).

It is undeniable that the digital era is closely related to the Internet. The Internet itself is an intermediary medium for interaction in communicating globally and has succeeded in connecting millions of computer networks via satellite, telephone, and others (David, 2016). In the development of the internet, especially in the business sector, there is commerce through electronics. E-Commerce (Electronic Commerce) is a word that is already familiar when connected to the internet network, where business transactions or marketing methods are carried out virtually. This is in line with its definition, which refers to the Black's Law Dictionary, which explains that e-commerce is an online transaction facility that utilizes the internet primarily related to buying and selling a product (Mirawati, 2021).

Along with its existence which continues to change, the current e-commerce platform is not limited to the marketplace because it has begun to infiltrate social media so that it is becoming known that the social media e-commerce platform will in the future be referred to as an e-commerce platform because it is an internet product. The existence of e-commerce platforms, such as Twitter, Youtube, Instagram, Facebook, and other OTT platforms, such as Line and Whatsapp, will create a conducive climate for social interaction supported by technology and the internet. As a result, products from e-commerce platforms have a crucial role as a means of participation, socialization, and influencing the public, which in its development is not only related to providing entertainment (pleasure) for its users but can be a means of marketing in the digital era. Please be aware that the social media e-commerce platform is a computer-based technology that fosters ideas, thoughts, thoughts, and information through the development of networks and virtual communities where consumers of content have access to quick electronic communication and content, such as personal information, documents, movies, and images. Users frequently use PCs, tablets, cellphones, web-based software, and online applications to connect with e-commerce platforms (Predy et al., 2019).

Customers' use of social networking sites has undergone a transition that may be seen in the range of information access methods. The report can be a description of a good or service. There is currently a change in media consumption habits due to the growth of internet users and e-commerce platforms. This is because the e-commerce platform is the thing that most reaches all circles; companies or business people often adopt e-commerce platforms as a surefire strategy in marketing. Especially if you look at the number of users of e-commerce platforms, more and more, especially in Indonesia, as shown in Table 1.

Table 1. Presentation of internet users on every platform (January 2022)

User	Amount (%)
Youtube	88%
WhatsApp	84%
Facebook	82%
Instagram	79%
Twitter	56%

Based on the info above, the most frequently used e-commerce platforms in Indonesia, namely (1) Youtube, which has recently become a new giant, it is content in the form of videos being uploaded, shared, commented on, and trending can be the best platform to facilitate marketing maximally; (2) WhatsApp is a conversation/messenger platform to facilitate communication, and this platform is also a means for startups who are just starting a business (Eddy Soeryanto Soegoto, 2022); (3) Facebook is the largest social network that connects interaction through texting and messenger, enabling it to help also in business facilities; (4) Instagram, an e-commerce platform that prioritizes visualization based entirely on photos and videos with various filters available, also makes it an effective means of disseminating product information; then (5) Twitter as a platform for expressing one's views with text messages that help anyone to communicate effectively to advertise a product in the form of goods and services. Tiktok is a new phenomenon, with daily usage reaching 90% in 2019. In this service, users are free to upload short videos such as Instagram Stories and Snapchat services which are currently also loaded with product marketing. In 2020, Tik Tok reached the thirteenth rank of "most used social media platforms in Indonesia." Not only that, the development of Tik Tok has penetrated 155 countries in 75 languages. By leveraging the enthusiasm of users who view videos, business opportunities can be created when influencers upload sponsored videos (Asyraf, 2022).

Regarding Consumer Protection, as well as electronic transactions, Indonesia has laws No. 8 of 1999 with regard to Consumer Protection, Law No. 11 of 2008 of the Republic of Indonesia relating to Information and Electronic Transactions (ITE), and Law of the Republic of Indonesia No. 7 of 2014 concerning Trade. In the Trade Law, the electronic trading system is regulated with the stipulation that every person or business entity that trades goods or services is obliged to deliver accurate and thorough information (Rohmy, 2021). The Trade Law's Articles 65 and 66, Chapter VIII of Trading Through Electronic Systems, govern e-commerce. In the meanwhile, more provisions will be governed by government regulations, whose completion is still being pushed for. The Government Regulation No. 82 of 2012 about the Implementation of Electronic Systems and Transactions, which outlines the duties of operators of electronic transaction system, is another descendant of the law governing e-commerce mentioned above (PSTE) in Indonesia. In the PP, one of the rules requires PSTEs to embed data centers in Indonesia, which is related to payment gateway services (Mufid, 2019).

The legal protection of the parties involved in an electronic transaction who are related to one another is yet another issue. This is related to the strength of proof of documents that are traded through the Internet, whether these documents can be used as evidence as documents in conventional buying and selling transactions which are paper-based transactions (Octarina, 2018).

B. METHODS

In a study, selecting the suitable method related to the way or working procedure of preparing to write the results of research activities is necessary. The author chooses a qualitative research method, namely normative juridical, as the approach. Referring to the view of M. Nazir, it is described that research with qualitative methods intends to be able to understand a phenomenon, such as perception, behavior, or action, in the context and scientific method (Nazir, 2019). As for then, the normative juridical approach will function to understand the phenomenon in question-based on the provisions of positive law or legislation. The author will examine the nature of the descriptive research analysis related to regulations related to this research.

In a pandemic, data collection techniques are based on online literature review searches. The information is derived from secondary sources, including the Civil Code, Law Number 19 of 2016 Concerning Amendments to Law Number 11 of 2008 Concerning Information and Electronic Transactions (UU ITE), Law Number 7 of 2014 Concerning Trade (Trade Law), Law Number 8 of 1999 Concerning Consumer Protection (Consumer Protection Law), and Government Regulation Number 80 of 2019 Concerning Trading Through Electronic Systems (PP PMSE), secondary sources, and primary sources. data from the internet, legal journals, and papers related to the discussion (W. A. Winarno, 2015).

C. RESULT AND DISCUSSION

1. Educational Marketing System and Function

The marketing system is a collection of institutions that carry out the task of marketing goods, services, ideas, people, and environmental factors that influence each other and shape and influence the relationship between the company and its market. In carrying out the system, it must refer to the objectives of the marketing system, namely increasing consumption, increasing consumer satisfaction, increasing choices, and improving the quality of life (Arifin, 2020).

The system in extracurricular-based education marketing is the principal policy maker. Deputy Head of Student Affairs, as a supervisor in implementing extracurricular activities (Elytasari, 2017). The coach is a vehicle for channeling the aspirations of students and tutors to the school. An expert tutor, he is the spearhead in the extracurricular learning process, hoping that students can apply their knowledge later after entering the community. Students whose active role in activities are very supportive for him in understanding professionally about the activities they have talent in. Parents, as supporters for their children in participating in extracurricular activities (Samsudin, 2018). The marketing functions of extracurricular-based education in educational institutions are (Indriarti, 2022):

- a. More and more stakeholders enter our educational institutions with compensation for the satisfaction of all stakeholders.
- b. Good service for every extracurricular activity held.
- c. Facilities related to quality standards offered, marketing research about something needed by stakeholders, pricing, decision making, and risk.

2. Legal Aspects towards Consumers in Transactions on e-Commerce Platforms in the Digital Transformation Era

In Indonesia, internet usage continues to increase. In a poll of 175.4 million internet users performed by Hootsuite (we are social) 2020, 160 million are e-commerce platform users, with a penetration of 59% of the entire Indonesian population (Ramli et al., 2022), as shown in Figure 1.

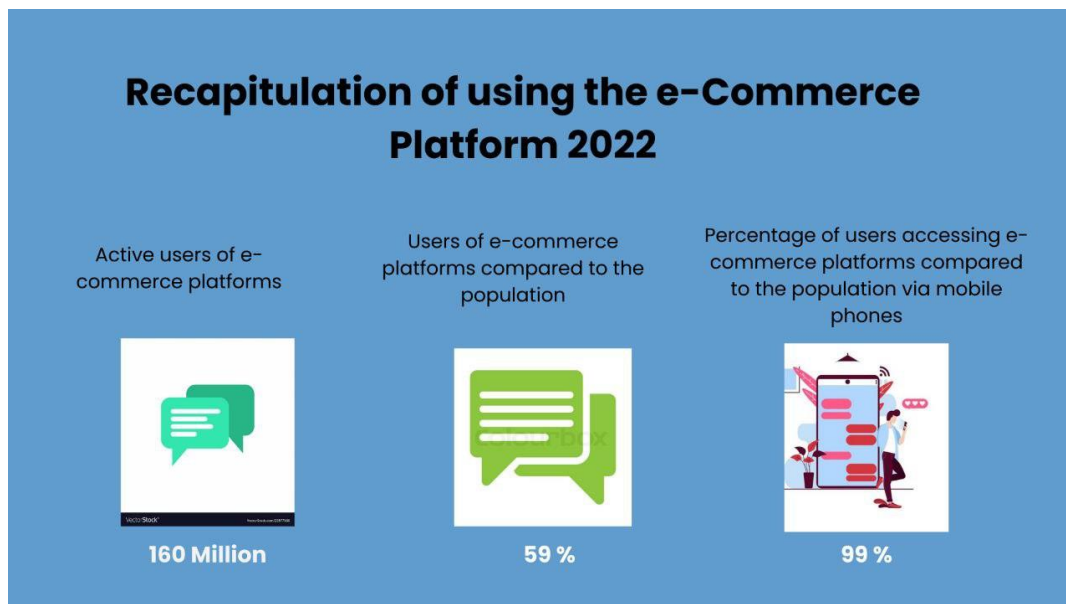


Figure 1. Overview of Indonesian e-commerce on social media (January 2022)
Source: (Riyanto, 2022)

The existence of an e-commerce platform that continues to spread sporadically in Indonesia has projected how significant the role and presence of an e-commerce platform in society is, namely as a social networking tool and a forum for distributing content. The content can be in the form of daily personal activities as well as social activities to interact, which are accessed online (IKBAL, 2015). The dynamism and consistency of the e-commerce platform continuously adapt over time with a display that continues to be packaged more attractively and easy to use so that users of various ages can access it. Both of these things are increasingly opening up opportunities or value opportunities for the use of e-commerce platforms which now play not only a role in connecting relationships but also as a container or distributor in conducting business transactions (Khotimah, 2013).

Facebook has become a pioneer e-commerce platform in improving its application as a medium for electronic transactions or e-commerce. In 2014, Facebook launched a feature to send money via Facebook Messenger, which can be done quickly. Facebook users who will send money only need to register their MasterCard or visa and then be given a unique pin so that the security of the user's bank data is guaranteed. This feature has encouraged Facebook to create its marketplace by creating an online shop version of Facebook and inspiring millions of users to conduct private buying and selling transactions. This also has an impact on other e-commerce platforms such as Instagram, WhatsApp, and especially Twitter, which since 2014 has long been characterized by the money transfer feature which even ICICI Bank India and BPCE Group France have used (Mandra, 2019).

According to a TNS (Taylor Nelson Sofres) report, e-commerce platforms have helped Indonesia's e-commerce industry flourish. The phenomenon that occurs, it is appropriate to say that there has been a digital transformation that cannot be separated from its existence from disruption on the e-commerce platform. The term disruption was first introduced by Clayton M. Christensen, who seeks to answer why large companies, including those that lead the market, can be defeated by small companies whose funds and human resources are certainly below large companies. Responding to this, Clayton stated that the answer is disruption based on two characteristics: changes related to business models (A. W. Winarno, 2022). Large companies often

only focus on improving the products or services offered. For example, room rejuvenation and food menu updates are carried out in a hotel company. In addition, the business model promoted by Airbnb tries to match a tenant with someone who wants to rent out an unused room. In this case, innovation in the form of a business model is found because it focuses on the immediate needs of its users. Second, the target of small companies is low-end consumers by offering low prices, which will gradually strengthen small companies and at the same time propagate to the high-end market so that they will slowly beat big companies (A. W. Winarno, 2022). Thus, it is appropriate that the term digital transformation is relevant and infiltrates e-commerce platforms related to business models and the growth of small and medium-sized businesses (MSMEs). This can't be separated from the fact that according to a Sea Insights survey, as many as 54% of MSMEs in Indonesia use e-commerce platforms to spur sales, and there are 301,115 MSME actors who switched to digital media during the Covid-19 pandemic (Andayani, 2021).

This significant change further shows the high optimism for making the e-commerce platform one of the mainstay tools in conducting business transactions, especially e-commerce. Using an e-commerce platform as an e-commerce option has advantages because it shows more flexibility in service, which is the main point and attraction for consumers, considering that an attractive seller will spark curiosity for buyers to interact. As revealed by Turban, electronic transactions are not just transactions via the internet but also related to customer service and partner collaboration. However, the existence of an e-commerce platform as a means of transacting still has quite a few shortcomings. According to the 2019 Indonesian Cyber Patrol statistical data from a total of 4,586 complaints, 35.26% were online fraud with details; Instagram with 534 complaints, WhatsApp with 413 complaints, and Facebook with 304 complaints (Pitaloka, 2022)

Looking at the report, it is not only a significant problem for users, but also provides instructions for e-commerce platforms to comprehensively regulate the use of company data, storage practices, and various other responsibilities held by third parties, namely users and sellers. Or buyers regarding data privacy and security. This fact shows that conditions are vulnerable to the protection of e-commerce consumers through e-commerce platforms and cannot be separated from the existence of a system based on mutual trust between sellers and buyers. Mainly because the agreement only involved two parties or personal interaction without affecting the full role of a third party, namely the e-commerce platform, the anticipation of loss is minimal for one or both parties (Sinulingga, 2022).

This is different from the marketplace, which from the beginning was intended for online transactions so that even if a loss occurs, consumers have a place to make complaints directly. So, the parties involved in the transaction are not only those who buy and sell but also the marketplace. The problem of digital transformation on e-commerce platforms is based on three issues, namely trust, privacy, and security issues. As revealed by the Ratnasingnam study, the fear of online fraud has resulted in not making extensive online purchases. So, even though online buying and selling users continue to experience an increase, fear or anxiety about fraud also goes hand in hand. E-commerce platforms such as Facebook and Twitter already have privacy policies that regulate the use of consumer data and the behavior of other parties, in this case, sellers on e-commerce platforms concerning personal data (Darwin, 2022). However, this policy is still vulnerable to deviating because the regulation is not yet binding on transaction actors, especially sellers, so this obligation seems only to be an option to be obeyed so as not to violate the policies set by the e-commerce platform. Therefore, to create optimal protection, Consumers using e-commerce platforms to buy and sell things still want legal protection (Supriyadi, 2022).

In Indonesia, the government has already fully controlled initiatives and tactics to give e-commerce customers legal protection, particularly through Law Number 8 of 1999 Concerning Consumer Protection (Consumer Protection Law), Law 19 of 2016 addressing information and electronic transactions (UU ITE after amendment), Law 7 of 2014 concerned trade (Trade Law), and Government Regulation 80 of 2019 regarding trade through electronic systems (PP PMSE) (Hakim, 2020).

In protecting consumers, business actors have prohibited acts to carry out their obligations as a seller. Article 8 of the Consumer Protection Law contains a clause similar to this one, requiring business actors to promote goods that at the very least correspond to their descriptions, not sell defective or polluted goods and explain the product's condition in detail according to the facts to prospective buyers. This has been confirmed "There are no hidden faults in the goods, or in such a way as to give rise to grounds for canceling," states Article 1491 Paragraph 2 of the Civil Code. The purchase." Subekti stated that the seller is responsible for hidden defects in the goods he sells, whose defects result in a reduced ability to use or follow the intended purpose so that if the deficiency is known, the buyer becomes reluctant to buy it (Hartono, 2013). If there is a loss in buying and selling, According to Article 19 Paragraph 1 of the Consumer Protection Law, the business actor is in charge of making up for the consumer's loss by returning the money to the consumer, exchanging similar products or equivalent to the exchange price, providing health care, or providing compensation. If the business actor is reluctant or unwilling to take responsibility/to compensate, a lawsuit can be filed against him through the intermediary of Customer Dispute Resolution Agency (BPSK) (Andes, 2018).

Additionally to payment, criminal sanctions and additional penalties can also be given if the business actor persists not compensating for the losses caused by him, according to the provisions of Articles 62 and 63 of the Consumer Protection Law. The Consumer Protection Law's Article 45 Paragraph (2) gives disputing parties the choice of whether to resolve their differences through litigation or non-litigation, provided that in Article 45 Paragraph (3), non-litigation efforts will not eliminate their criminal responsibility. Criminal sanctions are also included in Section (2) of Articles 28 and 45 of the ITE Law, which states that acts of lying or misleading information to consumers are classified as prohibited acts, and Violations can result in a possible prison term of six years and even a maximum fine of Rp. 1 billion for offenders (Rohmy, 2021).

In e-commerce platform transactions, losses often arise caused by irresponsible business actors by cutting off consumer access or changing their identities later. Commerce through a business license is classified as a trader through an electronic system. The business license referred to in Article 15, Paragraph (3) of PP PMSE can be submitted through an electronically integrated business license. Regarding protection efforts, consumers are given the authority to report to the Minister of Trade, namely to the Directorate of Consumer Protection and Orderly Commerce. The realization of the source will be responded to after the consumer has completed the report on the business actor to be further entered into the supervisory priority list whose access is open to the public (Sofian, 2021). This will make it easier for potential consumers to assess the feasibility of the quality of business actors on the e-commerce platform so that consumer protection is not only repressive but also pre-purchase and makes legal protection more reliable and optimal. The use of e-commerce platforms as products from the internet has unlimited nature, and there is no single formal jurisdiction that confirms its regulation globally. Still, responding to this, PP PMSE also guarantees that consumers are legally protected if the products purchased are from foreign business actors. Disputes arising from this transaction will

be resolved through a consumer dispute settlement agency or judiciary within the scope of the general court as regulated in the Consumer Protection Law (Rantung, 2017).

3. Legal Aspects of the Sale-Purchase Agreement

Talking about the e-commerce-based sale and purchase agreement transactions cannot be separated from the concept of buying and selling, which is regulated in general in Articles 1457 to 1540 KUHPdt of the Criminal (Ramli et al., 2020). An agreement is an act through which one or more persons attach themselves to one or more other people when discussing the law (Art. 1313 KUHPdt of the Criminal). A legal relationship between two or more parties based on an agreement to have legal repercussions is what is meant by an agreement, according to the new view put out by Van Dunne (12). Presumably, the understanding of the new theory agreement is more straightforward and more complete than the understanding in Article 1313 KUHPdt of the Criminal because, in the new theory, it is clear that the agreement arises as a result of a legal act and legal relationship to have a legal consequence for the parties to the agreement (Putra, 2014).

From a legal perspective, a legal, contractual relationship will give birth to an engagement for the parties as the basis for the agreement to be implemented. An arrangement is a relationship between two or more people located in assets, with one party entitled to achievement and the other obliged to fulfill that achievement. However, not all agreements can give birth to an engagement, and therefore the parties are not necessarily bound to carry out specific achievements that have been agreed upon. For this reason, for an agreement to be binding, it must adhere to the legal standards necessary for the agreement to be enforceable (Riawan, 2018). In Article 1320 KUHPdt, it is determined that an agreement is valid if it fulfills four things, namely (Siregar, 2016):

a. Agree with those who bind themselves.

What is meant by agreement is that there is conformity (meeting) of the statements of the parties' free will or the achievement of a consensus. Free will here is an agreement complete without any outside influence from the parties, namely a contract that is not caused by mistake (Ps. 1321 KUHPdt), coercion (Ps. 1323 KUHPdt), and arrangements caused by fraud (Ps. 1328 KUHPdt). What also needs to be noted is that what corresponds is the statement of the parties regarding their will because the will is abstract, while the information of the intention is the concrete one and can be used as the basis that there has been conformity of will. To know the will of the parties, there are several ways to express the will, namely:

- 1) flawlessly written language;
- 2) oral perfect language;
- 3) Language that isn't flawless as long as the other side can tolerate it;
- 4) The other party can accept the original sign language;
- 5) As long as the other side understands or accepts it, silence is acceptable.

b. The ability to make a bond

The skill in question is the ability of the parties to pursue legal action in connection with the execution of the agreement. According to the law, every person is considered capable of entering into engagements unless otherwise stipulated by law and declared incompetent. Article 1330 of the KUPdt stipulates that being incapable of agreeing is:

- 1) Immature people;
- 2) People who are shown mercy;

3) Women, those who must follow the law, and generally everyone with whom the law forbids making agreements.

c. A Certain Thing.

The object that will be used as the subject of the agreement must at least be able to determine its type, and only goods that can be traded can be the subject of a compact. What is meant by goods in trade are goods whose type and quantity can be determined at least? It is illegal if the agreement is made to carry out the sale and purchase of free wind (air) where it is not clear which wind (air) will be the subject of the agreement, for example. In contrast to the practice of patching tires while engaging in legal buying and selling, the wind that is paid for is the wind that is compressed into the tire, and that wind is the subject of the legal action of the agreement.

d. A Halal Cause

In Article 1320 KUHPdt or the subsequent articles, there is no explanation of what is meant and is a part of the legal argument. Contrario, Article 1337 of the Criminal Code declares that a cause is unlawful if it is not legal or if it violates public morals or order. According to the contract law doctrine, what is meant by a legal cause is not a causal relationship but the content or intent of the agreement

The four conditions mentioned above are grouped into two groups. Due to their relevance to the agreement's subject, the first and second conditions are referred to as subjective words. Because they are related to the agreement's aim, the third and fourth conditions are known as objective conditions. The two groups of the agreement's legal provisions have different legal ramifications. The agreement can be cancelled in the sense that one of the parties may ask for the arrangement to be scrapped if the subjective requirements are not satisfied. However, if no complaints are raised and no cancellation is issued, the agreement is still seen as being enforceable. Objective situations fall within the second group. The agreement established is void in the sense that it never existed if the objective conditions are not satisfied (Rusviana, 2018).

With the fulfillment of all legal conditions of the agreement as described above, an agreement has legal consequences that the parties must obey; in other words, an agreement has binding force. This is so that anybody who enters into a legally binding agreement is bound by it, as specified in KUHPdt Article 1338. With the completion of all legal conditions of the agreement as described above, an agreement has legal consequences that the parties must obey; in other words, an agreement has binding force. This is because all deals legally enforceable by those who make them, as regulated in Article (Khisom, 2019).

Although a valid the parties' agreement is final and cannot be changed without an agreement, in contract law, there are also exceptions to this. An agreement may be requested for cancellation by the Creditor/Debt for all actions of the Debtor/Debtor that harm the Creditor/Debt (action Paulina). This is regulated in Article 1341 KUHPdt (Putra, 2014).

Buying and selling as a form of agreement that exists and is known in the KUHPdt also do not escape the general provisions of the agreement, both the legal terms and the legal consequences of the deal that has been carried out by fulfilling the legal requirements. The sale and purchase is an agreement named (*benoemde verbinten*) as referred to in Article 1319 KUHPdt. What is meant by a stipulated agreement is an agreement that has a particular name that is mentioned and regulated in KUHPdt (Hakim, 2020). Chapter 1415 KUHPdt provide an understanding of buying and selling as follows:

"In a sale and buy agreement, one party commits to delivering the item, and the other party agrees to pay the agreed-upon price."

From this perspective, the existence of products is the fundamental value of a legal sale-purchase relationship that are the subject of the agreement and the price for these goods that have been previously agreed upon by the parties. In addition, in the nature of the sale-purchase agreement, the goods agreed upon at a specific price must be handed over from the seller to the buyer, either in absolute terms or juridical. This delivery is the physical delivery of the goods as well as the transfer of ownership rights attached to the goods.

Even though the agreed-upon items haven't been delivered and the agreed-upon payment hasn't been paid, the sale and purchase are nevertheless considered to have happened as soon as the parties (the seller and the buyer) agree on the things and the price to be paid for them (Article 1458 of the KUHPdt). However, the ownership rights to the goods which are the subject of the agreement do not necessarily become the property of the buyer before the delivery of the goods is carried out in accordance with Articles 612, 613, and 616 KUHPdt (Triantika, 2020). In Article 612 KUHPdt it is stated that the delivery of movable property is carried out by actual delivery by or on behalf of the owner, or the delivery is carried out by handing over the keys to the object. This kind of submission is excluded from immovable objects (Rifai, 2022).

Chapter 613 KUHPdt regulates the surrender of objects in the form of receivables on behalf of and other intangible things where the delivery is carried out by making an authentic deed or a private deed, it explains how ownership of an item is transferred. This form of submission is called juridical surrender (Hartono, 2013). Chapter 616 KUHPdt arranges for the delivery of immovable objects, which must be carried out with the announcement of the deed in question at the Mortgage Depository Office (Rantung, 2017). With the birth of a contract for sale and purchase, legal consequences arise for the individuals involved in the sale and acquisition. The Seller's right is to receive payment of the price in exchange for the agreed-upon commodities. The obligations of the Seller are (Sawitri, 2021) :

- a. Strictly declare the sale and purchase agreement;
- b. Handing over goods
- c. Bear the buyer (ps. 1473 KUHPdt);
- d. Return to the buyer everything the buyer has incurred, any costs incurred for the goods or solely for pleasure or adornment;
- e. Bear hidden defects, unless agreed (ps. 1504 KUHPdt);
- f. Refund the purchase price received, if the seller finds out that the goods sold are defective, and reimburses all costs, losses and interest to the buyer;
- g. Refund the purchase price if the item is destroyed due to a hidden defect

Buyer's obligations are as follows (rizqi, 2022):

- a. Pay the purchase price at the time and location specified in the contract (ps.1513 KUHPdt);
- b. Paying interest on the purchase price if the delivered and sold items result in additional benefits or income.

In KUHPdt also regulates the right to repurchase for the seller (Ps. 1519). A promise grants the seller the right to take back the things he sells by paying the original purchase price, which gives rise to the authority to buy back sold goods. The seller who uses a repurchase agreement is not only required to return the full original purchase price but is also required to reimburse all

expenses required by law to complete the purchase and delivery, as well as any levies that increase the cost of the items sold, this amount added.

3. Legality of E-Commerce Based Trading

In KUHPdt as the primary source of contract law which is the general rule regarding legal, contractual relationships, there is no regulation on buying and selling transactions using electronic media. However, Article 1338 KUHPdt of the Wetboek, which states that "All agreements formed lawfully apply as law for individuals who make them," embodies the notion of contract freedom (Anjani, 2018). According to Article content 1338, it is nothing but that each agreement binds the parties, as long as it doesn't go against public order or decency, people are free to come to any agreements they want. In addition, The definition of freedom also applies to freedom of contract which includes (Ridayati, 2020):

- a. Freedom to determine the will to close or not to close the agreement.
- b. Freedom to decide which party to reach a deal with;
- c. Independence to choose the agreement's terms;
- d. Freedom to choose the arrangement's structure;
- e. Freedom to choose how to seal the deal.

With the open nature contained in this Book III KUHPdt, open opportunities for all parties to enter into legal, contractual relations in any form and through any media, including internet media, As long as any sort of agreement is subject to the general guidelines established in the agreement's general clauses (Ps.1319KUPdt) (Yudi & Rikmadani, 2019).

a. Authentication of Parties

The essential thing in a sale-purchase agreement is the existence of the goods that are the subject of the deal and the agreed price for the goods. A sale and purchase agreement is born at that moment when one party consents to the interests that are the subject of the agreement and the price to be paid for the goods. In other words, a sale and purchase agreement is born when there is an agreement on goods and prices.

There are many ways to express the will, which is a form of agreement, one of which is by using written media. In traditional buying and selling, the statement of the agreement made through written media (letters) is determined by the presence of a "wet ink" signature²¹ that indicates the authentication of the person who stated the agreement. Meanwhile, in e-commerce-based sale and purchase agreements, the "ink-based" signatures are replaced with electronic signatures, which guarantee that the parties cannot deny their existence as parties to the transaction, with the same functions as traditional signatures (Ramadhani, 2022).

A digital signature is an electronic signature that can be used to verify the veracity of the sender's or signer's identity and to ensure that the message's or document's original content has been transmitted intact (Sofian, 2021). Thus, the party receiving the electronic information, in this case receiving a statement of will regarding the sale-purchase agreement, can use the electronic information as the basis that the agreement has taken place. The importance of electronic signatures as the basis for authentication is based on the nature of the electronic signature, which is authentic and cannot/difficult to write/replicate. The message and the signature of the message can also be evidence, so the signer cannot deny that he never signed it.

Not all electronic signatures have legal consequences and are legally binding. Electronic signatures have undergone legal advances, and important legal requirements must be met, that is (Hanim, 2013):

- 1) Data used to create electronic signatures is unique to the Signer;
- 2) Only the Signer has access to the electronic signature generating data at the time of electronic signing;
- 3) After the signing time, any modifications to the electronic signature can be seen;
- 4) After the signing time, any modifications to the electronic information associated to the electronic signature can be identified;
- 5) The Signatories are identified using particular techniques; and
- 6) There are particular methods to demonstrate that the Signer has granted permission for the relevant electronic information.

b. When Valid and Binding, the Sale-Purchase Agreement

If the sale-purchase agreement is legally valid and enforceable, it will be binding on both parties, as stated in Article 1320 KUHPdt. Likewise, in an e-commerce-based A sale-purchase agreement that is made over the internet and complies with all the legal requirements for an electronic contract is considered valid. This is stated in the R.P.P. for the Implementation of Electronic Information's Article 47, paragraph 2 and Transactions (PITE), although in a different editorial from Article 1320 KUHPdt, that is (Febriansyah, 2017):

- 1) A contract has been reached between the parties ;
- 2) Carried conducted by a qualified legal representative acting in accordance with the laws and rules;
- 3) There are particulars;
- 4) The transaction's goal must not contravene legal requirements

Apart from the legal requirements, Article 48 paragraph (4) of the RPP-PITE includes obligations that must exist in a purchase and sale agreement based on online trade, as follows (Syamsiah, 2021):

- 1) Data/information of the parties;
- 2) Objects and specifications;
- 3) Requirements for Electronic Transactions;
- 4) Costs and charges;
- 5) The parties carry out the procedure in the event of a cancellation;
- 6) Provisions that enable the party who has been wronged the ability to return the items or ask for replacements if there is a hidden deficiency; and
- 7) Law chosen for the settlement of electronic transactions.

As is the case in traditional buying and selling, the sale and Even though the items haven't been delivered and the payment hasn't been paid, the parties are considered to have established a purchase agreement as soon as they agree on the material and the price for the goods. Likewise, in e-commerce-based buying and selling, A sale and purchase agreement based on e-commerce is created and goes into effect when the parties agree, unless otherwise specified. When the transaction offer submitted by the sender is accepted by the recipient, an agreement has been reached. In other words, when the

transaction offer has been submitted by the sender and accepted by the receiver, an electronic agreement is created. However, when such an agreement occurs, the parties may deviate from it by agreeing on how the agreement will be reached. Regarding the time of delivery and receipt, it is explained Article 8 of the UU-ITE, paragraphs (1) and (2) (Budiutomo, 2021).

D. CONCLUSION AND SUGGESTIONS

From the author's description, the actual development of technology in information and technology is an absolute thing that cannot be avoided, especially in global relations. One aspect of this development is commercial transactions using electronic transaction media through the internet network. In several cases before the 2008 ITE Law issuance, there was legal uncertainty in every transaction carried out. With the birth of the UU-ITE, all legal problems that arise in all forms of e-commerce-based buying and selling transactions get clear regulations and have legal certainty values that align with international developments in electronic transactions.

Legal problems that always arise in e-commerce-based buying and selling transactions such as authentication of the parties, when the agreement occurs and comes into effect, the parties' duties and responsibilities, the documents' legality, dispute resolution, and applicable law and court forums have obtained clear regulations in the Act. - the ITE. Thus, the existing rule is expected to create order and legal certainty in every e-commerce-based buying and selling transaction, which in current developments has become a pattern in people's economic life. What urgently needs to be done is to speed up the ratification of the implementing regulations of the UU-ITE to better guarantee legal certainty in implementing every electronic transaction.

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