

LEGAL PROTECTION OF CONSUMERS IN AGREEMENTS BUY AND SALE ONLINE

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ABSTRACT

E-Commerce or online shop is one concept that is quite developed in the world of the internet. The use of this system can benefit many parties, both consumers, producers and sellers. The concept of online shopping provides many conveniences and advantages when compared to conventional shopping concepts. In addition to making the transaction process faster, the concept of an online store or e-commerce can cut a lot of operational costs because sellers are not required to have a physical store. The information system is a combination of work procedures, information people and information technology that is organized to achieve goals in an organization. The internet is an entire network that is connected or to one another.

Keywords: Legal Protection, Consumers, Agreements, Buying and Selling Online

INTRODUCTION

At this time, technological developments have developed very rapidly, the speed of technological development has covered many things that are often considered impossible, for example, the development of long-distance telecommunications, which turned out to be a start for investors, opening up an opportunity to open up a new innovation about the economy that did not yet exist in his era. The development of this technology forces the law to take part in the development of this technology so that its existence can be regulated and protected. Advances in technology, especially the internet, on the one hand, provide many conveniences and benefits for humans, but on the other hand, it also creates new problems. E-Commerce as a form of trading that is relatively new is also not free from problems in its implementation. Problems that arise in the implementation of E-Commerce include, among others, the validity of contracts in E-Commerce and the strength of proof of the contract in the event of a dispute.

The development of online shops or online stores through internet media has mushroomed in Indonesia, and is even very well known by the general public, the many various conveniences in shopping and the various types of products and services offered. Developments that are increasingly advanced at this time make competition between entrepreneurs one with another increasingly stringent. Various efforts were made by the company in order to survive in the rigors of business competition. One important aspect that needs to be improved is the information system. This system is closely related to the continuity of the company's operational activities and company development activities can be seen from the existing system. The proliferation of online shops has opened up business opportunities in the field of fashion products on the internet, which mainly target teenagers as consumers. The advantage of the online shop business besides being easy to carry out promotions, is also very efficient because it only requires an internet subscription fee to be able to run the business. In the competition for selling various products through online media, finally online stores provide convenience to consumers by providing website services whose convenience can be felt by shopping 24 hours without limits. Previously, online sales services could only be done manually, namely chat via social media. Now with a website, consumers can shop at any time, in order to reach consumer demand.

The very rapid development of information technology has become the main support for obtaining information in an easy and fast way, especially with the internet or the world of networking. The internet is a global computer network that connects the world in one network. The internet can provide all the information needed by the community. The internet can also be used in searching for data or information so as to facilitate the flow of information and communication needed by the general public. The internet causes trading activities to develop, namely with online product sales. This sale can be done because in today's internet world, website services are available that can provide online shopping or trading services. This facility is called E-Commerce. The use of E-Commerce for producers can help improve company progress, such as in terms of marketing, ordering, to processing sales transactions.

LITERATURE REVIEW

1. Purchase Agreement Through E-Commerce

Electronic commercial transactions (e-commerce) are a form of modern business that are non-face and non-sign (without meeting face to face and without being signed). Electronic commercial transactions (e-commerce) have several special characteristics, including that these transactions are paperless (without written documents), borderless (without geographic boundaries) and the parties conducting transactions do not need to meet face to face. Electronic commercial transactions (E-Commerce) refer to all forms of commercial transactions that are based on electronic processing and data transmission via electronic media. Therefore, there is no definition of the concept of electronic commercial transactions that apply internationally.

The same thing was stated by UNCITRAL (United Nations Commission on International Trade Law, Model Law on Electronic Commerce, 1998) which defines e-commerce as "Electronic commerce, which involves the use of alternatives to paper-based methods of communications and storage of information". Vladimir Zwass defines electronic commercial transactions (e-commerce) as exchanging business information, maintaining business relationships and conducting business transactions through communication networks.

From this it can be seen that electronic commercial transactions (e-commerce) are trading transactions/buying and selling of goods and services carried out by exchanging information/data using alternatives other than written media. What is meant

by alternative media here is electronic media, especially the internet. So it can be concluded that electronic commercial transactions (e-commerce) in principle are legal relations in the form of exchange of goods and services between business actors/sellers and buyers which have the same basic principles as conventional transactions but are carried out by exchanging data through intangible media (internet).) where the parties do not need to meet physically face to face.

2. Types of Transactions in E-Commerce

Broadly speaking, the types of electronic commercial transactions according to Roberto Aaron, Maurizio Decina, and Riccardo Skillen (E-Commerce) are divided into 5, namely:

- a. Business to Business (B2B). A B2B transaction is a transaction in which both parties involved in the transaction are a company
- b. Business to Customer (B2C). B2C transactions are transactions between companies and consumers/individuals. B2C transactions include product purchases directly by consumers via the internet.
- c. Customer to Customer (C2C). C2C transactions are transactions where individuals sell goods to one another.
- d. Customer to Business (C2B). C2B transactions are transactions that allow individuals to sell goods to companies.
- e. Customer to Government (C2G). C2G transactions are transactions where individuals can make transactions with the government.

3. Requirements for the Validity of an E-Commerce Agreement

American contract law determines four conditions for the validity of an agreement, namely:

- a. There is an offer (offer) and acceptance (acceptance)
- b. There is a meeting of minds
- c. There is achievement (consideration)
- d. The existence of the legal authority of the parties (competent legal parties) and legal subject matter (legal subject matter).

Almost the same as this, Article 1320 of the Civil Code also determines four conditions for the validity of an agreement, namely:

- a. There is an agreement (toesteming) of the parties. Agreement is conformity of the statement of will between one or more people with other parties.
- b. Ability to carry out legal actions, people who enter into agreements must be competent and authorized to carry out these agreements
- c. The existence of certain objects (onderwerp der overeenkomst). An agreement must be about a certain object. What is meant by a certain object in an agreement is an achievement. Article 1234 of the Civil Code emphasizes that each engagement is to give something, do something, or not do something.
- d. There is a lawful reason (geoorloofde oorzaak), Article 1335 of the Civil Code confirms that an agreement made for a prohibited reason has no power. Furthermore, in Article 1337 of the Civil Code it is stated that what is included in prohibited causes are those that are prohibited by law or contrary to decency and public order.

The first two conditions are subjective requirements because they are conditions regarding the parties entering into an agreement. While the last two conditions are objective requirements because they are conditions regarding the object of the agreement. If the subjective conditions are not met, the agreement can be canceled at the request of the party entitled to a cancellation. However, if there are no objections to the parties, then the agreement is considered valid. If the objective conditions are not met, the agreement may be null and void, which means that from the start it is considered that the agreement was never entered into.

4. Refund items due to discrepancies

First of all, it will be explained about the terms and conditions for returning the product. This explanation does not only need to be understood by the buyer, but also by the business actor/seller. The goal is to be able to answer if consumers ask and be precise in following up on product returns made by consumers. The terms and conditions for returning products that have been purchased at the Online Store are:

- a. Items returned are still within the "warranty period". The first terms and conditions are that the item returned is still within the warranty period.
- b. Returns are processed through the official site. The seller must understand that if the buyer chats privately and decides to return independently (off the site) then this is not allowed.
- c. Items returned must be justified. Items returned must have a reason. Is it damaged or defective. If it is according to the order but it is returned with the reason that you want to replace it, this is not allowed
- d. Processed within a certain time. The online store will review the returned item and the seller first.

Shipping costs for products that are returned will only be decided on who will be borne if an agreement has been reached between the seller and the buyer. So, for sellers to get consumers who want to return goods that have been sold. Then it is mandatory to have a good conversation via chat or telephone for a decision later on who will bear the shipping costs.

The flow is clear, first the online store will notify the seller in writing and then must respond within the allotted time. If you don't want it, the online store will follow up on returning goods without the seller's approval.

Then the online store will ask for the condition of the goods the first time they are delivered. But for sellers, keep communicating with buyers until there is an agreement. However, if there is no agreement, then the online store has unlimited authority to determine who will bear the shipping costs.

Based on the Consumer Protection Act, they have the following rights and obligations:

Consumer Rights

- a. The right to comfort, security and safety in consuming goods and/or services
- b. The right to choose goods and/or services and to obtain goods and/or services in accordance with the exchange rate and the conditions and guarantees promised.
- c. The right to correct, clear and honest information regarding the conditions and warranties of charcoal and/or jada.
- d. The right to hear opinions and complaints about the goods and/or services used
- e. The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes
- f. The right to obtain consumer guidance and education
- g. The right to be treated or served properly and honestly and not discriminatory
- h. The right to receive compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be.
- i. The rights regulated in the provisions of other laws and regulations.

Obligations for business actors (in this case online sellers) are:

- a. Have good faith in carrying out its business activities
- b. Provide correct, clear information, and provide an explanation of use, repair, and maintenance.
- c. Treating or serving consumers properly and honestly and not discriminatory
- d. Ensure the quality of goods and/or produced and/or traded based on the provisions of the applicable standards for the quality of goods and/or services
- e. Providing opportunities for consumers to test and/or try certain goods and/or services as well as providing guarantees and/or guarantees for goods made and/or traded.
- f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services
- g. Providing compensation, compensation and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

5. Online Agreement

Buying and selling transactions in cyberspace or e-commerce is one of the internet products which is a computer network that is connected to one another. In one such network there is a series of many computer terminals that work in one electronic system.

- a. Buying and selling online is also called e-commerce. E-Commerce is a set of dynamic technologies, applications and business processes that connect companies, consumers and certain communities through electronic transactions in the form of trade in services and information carried out through electronic media.
- b. Another definition, e-commerce, is the buying, selling and distribution of goods and services through electronic systems. E-commerce includes the electronic transfer of funds, exchange and data collection. Everything is regulated in automatic inventory management, sale and purchase agreements with different characteristics from the usual sale and purchase transaction model, especially with a reach that is not only local but also global. From the development of buying and selling and marketing transactions, the term online shop is now known. Understanding online shop is a process of buying goods or services from those who sell the internet.

This new form of buying and selling activity certainly has many positive values, including the ease of conducting transactions (because business actors/sellers and buyers do not need to meet to make transactions). Online shops usually offer their goods by mentioning the specifications of the goods, prices and pictures. The buyer chooses and then orders the goods which will usually be sent after the buyer transfers the money.

Electronic commercial transactions (e-commerce) are a form of modern business that are non-face and non-sign (without meeting face to face and without signature). Electronic commercial transactions (e-commerce) have several special characteristics, including that these transactions are paperless (without written documents), borderless (without geographic boundaries) and the parties conducting transactions do not need to meet face to face. Electronic commercial transactions (e-commerce) refer to all forms of commercial transactions that are based on electronic processing and data transmission via electronic media. Therefore, there is no internationally accepted definition of the concept of electronic commercial transactions. UNCITRAL (United National Commission on International Trade Law) also stated the same thing.

Electronic commercial transactions (e-commerce) in principle are legal relations in the form of exchange of goods and services between business actors/sellers and buyers which have the same basic principles as data exchange through intangible media (internet) where the parties do not need to meet physically face to face.

6. Removing or Validating an E-Commerce Agreement

According to Indonesian Law, basically the legal requirements for a sale and purchase agreement are based on what is stated in Article 1320 of the Civil Code, this can also be a reference for the legal requirements of a sale and purchase agreement through e-commerce. By karen e-commerce is also a buying and selling activity, the difference being that it is done through online media. It's just that buying and selling through e-commerce is done through internet media which can speed up, simplify, and buy and sell transactions. The ITE Law also adds several other requirements, for example the use of information technology and electronic transactions carried out based on the principles of legal certainty, benefits, prudence, good faith, and freedom to own technology or be technology neutral.

- a. Business actors offering products through an electronic system must provide complete and correct information regarding the terms of the contract, the manufacturer offered.
- b. The parties conducting electronic transactions as referred to in paragraph (1) must have good faith in conducting interactions and/or exchanging electronic information and/or electronic documents during the transaction.
- c. Provisions regarding the time of sending and receiving electronic information and/or transactions.
- d. Use a reliable and secure electronic system with responsibility
- e. Unless otherwise specified by the parties, electronic transactions occur when the transaction offer is sent. The sender has been received and approved by the recipient.
- f. Approval of electronic transaction offers as referred to in paragraph (1) must be made with an electronic acceptance statement.

In an e-commerce agreement, there is a bidding process and an approval process for the type of goods purchased, so the transaction between the business actor/seller (seller) and the buyer (buyer) is complete. The business actor/seller receives approval for the type of goods selected and the buyer receives confirmation that the buyer has paid the price of the goods ordered, then the business actor/seller will proceed or deliver the ordered goods to the buyer's address. After all processes have been passed, where there is a process of bidding, payment and delivery of goods, the agreement is said to be completely completed or the agreement ends.

7. Legal Protection for Goods Buyers If it turns out that the goods received do not match the items displayed in the online store.

The legal protection provided to consumers is based on the problems consumers often experience. In buying and selling transactions through online shopping sites, through tracing the forms of loss in the form of default, there is a discrepancy between the goods received and the goods ordered by consumers. Recognizing that there were several weaknesses in the consumer protection law, the government together with the DPR enacted the ITE Law. Several articles in the ITE Law try to cover the weaknesses of the UUPK in terms of protecting consumer rights. It can be seen from Article 9 of the ITE Law: "Business actors offering products through an electronic system must provide complete and correct information regarding contract terms, producers and products offered". Then Article 10 emphasizes that the reliability certification requirements are for business actors as well as Articles 2 and Article 18 which provide solutions to the problem of choice of law and choice of trial forum if electronic transactions involve parties with legal domiciles in other countries.

Along with developments, several things have emerged that are of concern, for example in contracts/agreements that occur in electronic transaction activities, which in this case occur in buying and selling transactions through shopping sites. In Indonesia, there is already an Electronic Information and Transaction Law. As perpetrators of electronic transactions, online shopping sites are subject to the legal regulations that apply in the ITE Law. There is a rule in Article 17 of the ITE Law, which emphasizes that "Parties conducting electronic transactions must have good faith in interacting and/or exchanging electronic information and/or electronic documents during the transaction." Furthermore, the provisions for electronic transactions are regulated in Article 18 of the ITE Law, namely "Electronic Transactions contained in electronic contracts are binding on the parties".

The problem that arises in the event of a dispute over an international e-commerce transaction is determining which law/court is used to resolve the dispute. In the ITE Law regarding international e-commerce transactions, it is contained in Article 18. According to Article 18 paragraph (2) of the ITE Law, the parties have the authority to determine which law applies in the event of a dispute at a later date (choice of law). In addition to the parties being able to determine the applicable law, the parties can also directly appoint court forums, arbitrations and other dispute resolution institutions that are authorized to resolve disputes between them (Article 18 paragraph 4). To resolve e-commerce disputes that are international in nature, it is better to use the ADR (Alternative Dispute Resolution) mechanism. The reason is that by using ADR, the parties do not need to bother with differences in the legal system, culture and language.

Out-of-court settlement of consumer disputes is held to reach an agreement regarding the form and amount of compensation and/or regarding certain actions to ensure that the losses suffered by consumers will not occur again (Article 47 UUPK). Settlement of consumer disputes through non-litigation channels is used to overcome the complexities of court proceedings, in Article 45 paragraph 4 of the UUPK it is stated that "if efforts to resolve consumer disputes outside the court have been chosen, a lawsuit through court can only be pursued if the effort is declared unsuccessful by one of the parties." or by the parties to the dispute". Dispute resolution through non-litigation channels can be reached through the Indonesian Consumers Foundation (YLKI), the Directorate of Consumer Protection, the Consumer Dispute Settlement Agency (BPSK) and the business actors themselves. The Consumer's Foundation is a government-recognized non-governmental organization that can play an active role in realizing consumer protection (UUPK Article 44 paragraphs 1 and 2). YLKI provides facilities in the form of complaints about problematic transactions, namely by opening complaints from four existing channels, namely telephone, mail, by coming directly to YLKI's head of office and email. From the government's point of view, through the Directorate of Consumer Protection, the consumer efforts that can be made are almost the same as YLKI, namely making complaints accompanied by evidence of the

incident. BPSK is a body formed by the government whose main task is to handle and resolve consumer disputes through mediation, arbitration or conciliation. Problem solving through this agency is very cheap, fast, simple, and straightforward. Then from the business actor's point of view, generally existing complaints can come from telephone lines, letters, and e-mails received by customer service. The legal basis for filing a lawsuit in court is contained in Article 38 paragraph 1 of the ITE Law and Article 45 paragraph 1 of the UUPK. Article 38 paragraph 1 of the ITE Law confirms that everyone can file a lawsuit against the party that operates the electronic system and/or uses information technology that causes losses. While the lawsuit filed is in the form of a civil lawsuit (Article 39 paragraph 1), while in Article 45 paragraph 1 UUPK it is stated that: "Every consumer who is harmed can sue business actors through an institution tasked with resolving disputes between consumers and business actors or through a court located in public court environment".

Recognizing that electronic evidence is legal evidence in court as stated in Article 5 paragraphs 1, 2 and 3 of the ITE Law, the evidence tools that can be used by consumers in court are: "proof of transfer or proof of payment, SMS or email that state the agreement to make the purchase, name, address, telephone number, and account number of the business actor.

Parties who may file lawsuits in court in consumer disputes according to Article 46 of the UUPK are "a consumer who has been harmed or the heir of a group of consumers who have the same interests as a non-governmental consumer protection agency that meets the requirements, namely in the form of a legal entity or foundation whose purpose is to establish This institution is for the benefit of consumers and the government or related agencies.

With the enactment of the legal principle that everyone who commits a loss as a result of harm to others must bear the responsibility for what he has done. So in this case the consumer can submit a claim in the form of compensation/compensation to the business actor. According to Article 19 paragraph 2 of the UUPK, this compensation includes returning a sum of money, replacing goods or services of an equivalent type, health care and providing compensation in accordance with the recognition of evidence in statutory provisions.

8. Legal remedies that can be taken by consumers if the business actor/seller does not fulfill their obligations.

Against producers who are negligent, creditors can impose sanctions on producers in the form of compensation. Compensation in Article 1243 of the Civil Code is broken down into costs (kosten), losses (schade), and interest (interest).

Costs or content are all expenditures or costs that have been actually incurred by parties to the agreement. Loss or damage is a loss that actually suffers from the creditor's property. The loss of the property occurred due to the negligence of the debtor. Meanwhile, what is meant by interest (interest) is a loss against the loss of expected profit (winst dering) if the debtor does not default.

Article 29 of the UUPK states that the government is the party that has the most role and is responsible for fostering the implementation of consumer protection, the implementation of which is left to the Minister or the relevant government, namely the government for industry, trade and cooperatives. Buying and selling transactions that run smoothly will bring satisfaction and comfort for sellers and buyers. Whatever products and services offered by the seller should satisfy or meet the standards and expectations of the buyer. This includes the property buying and selling business which needs to be done with extra care because it is very prone to problems. When the transaction is problematic, it can be a prolonged conflict that ends in a dispute between the two parties. Not a few of these cases were brought to court where the buyers became the plaintiffs and the sellers became the defendants.

CONCLUSION

1. Legal protection for goods buyers if it turns out that the goods received do not match the goods displayed in the online store, which are carried out in the following stages:
 - a. If the goods received by consumers are damaged, the online site will accept returns from consumers and transfer back the money they have received from consumers or if the consumers are willing, the seller will assist in replacing goods.
 - b. If the product compensation claim process to the seller is due to a defective item, it is not an online site error in shipping, but from the seller. Then the defective item is returned to the seller with the provision that the shipping costs from the consumer are borne by the seller.
 - c. If the goods are late to the consumer, namely the online site will return the money to the consumer in full, and the goods will be returned to the seller.
 - d. If the goods are not received by the consumer, the online site will return the consumer's money in full to maintain consumer confidence.
2. Legal remedies that can be taken by consumers if the business actor/seller does not fulfill their obligations are as follows:
 - a. Contact the customer service of the online store that is used as an example, if you are deceived on a shopping site, contact customer service
 - b. Contacting the bank to make a fraudulent transaction report, the bank will contact the seller of the online item.
 - c. Mediation with online shop sellers usually involves negotiating with fraudsters so that the money that has been transferred is immediately returned. If the negotiations reach a stalemate, then the problem can move to the authorities.

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