
RESEARCH ARTICLE

Online Buying and Buying Regulation Based on Law Number 8 Year 1999 Concerning Consumer Protection and Law Number 19 Year 2016 Regarding Amendment to Law Number 11 Year 2008 Concerning Electronic Information and Transactions

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ABSTRACT

This study aims to analyze the online trading arrangements based on Law Number 8 of 1999 concerning consumer protection and Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning electronic information and transactions. The study used a normative juridical approach. The results show that legal protection for online shopping consumers can be provided in terms of legal certainty as stipulated in the laws and regulations governing online shopping, namely Law Number 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Transaction Information in conjunction with Law No. 8 of 1999 concerning Consumer Protection. The existence of an electronic contract, as regulated in Article 18 (1) of the ITE Law, is recognized and has the same position as a conventional sale and purchase contract. Through electronic contracts, consumers can sue business actors if a dispute arises due to the electronic transaction.

KEYWORDS

Legal Protection, Consumers, Buying and Selling, Electronics, online transactions

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1. Introduction

The development of information technology has changed people's habits in making buying and selling transactions. The habit of people who previously carried out buying and selling transactions in person or face-to-face has now slowly changed to a new style, namely buying and selling transactions via the internet or online transactions.¹ Online transactions are a new way of conducting buying and selling activities by utilizing advances in information technology.²

Online transaksi is developing in the community as a result of technological developments and the increasing number of internet users in Indonesia. Commerce based on advanced technology, e-commerce has reformed conventional commerce in which interactions between consumers and companies were previously carried out directly into indirect interactions. *E-commerce* has changed the classic business paradigm by fostering models of interaction between producers and consumers in the virtual world.³

¹ Ester Dwi Magfirah, *Perlindungan Konsumen Dalam E-Commerce*. (Jakarta: grafikatama jaya, 2009), hlm. 17.

² Rifan Adi Nugraha, Jamaluddin Mukhtar, and Hardika Fajar Ardianto, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Online," *Jurnal Serambi Hukum* 01, no. 02 (2015): 29.

³ Rifan Adi Nugraha, Jamaluddin Mukhtar, and Hardika Fajar Ardianto, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Online," *Jurnal Serambi Hukum* 01, no. 02 (2015): 29-.

In the current digital era, especially in Indonesia, Online Buying and Selling have been very massive in their development. Shopping online makes it very easy for people to shop by only ordering from the online shop through their gadgets and without having to shop at supermarkets or supermarkets anymore.⁴

Data from the Ministry of Information shows that the growth of the value of electronic *commerce* (*e-commerce*) in Indonesia reached 78 percent, the highest in the world. Indonesia is the 10th largest country in 'e-commerce' growth, with a growth of 78 percent and is ranked 1st. While Mexico ranked second, with a growth rate of 59 percent.⁵

Online transactions are increasingly getting attention from online buying and selling enthusiasts, along with the development of technology that facilitates the buying and selling process, apart from being caused by the community's need for fast and easy and practical services because the community has a wider space to move in choosing products. The high level of complaints by consumers in Indonesia related to fraud in buying and selling online certainly needs attention. This means that consumers conducting online transactions need legal protection if problems occur as possible.⁶

The implementation of electronic transactions (*e-commerce*) not only provides convenience for consumers but also makes it easier for producers when marketing goods and/or services because it affects cost and time savings. Changes in the model of trade transactions, such as those that occur in electronic transactions, are worthy of attention. The occurrence of new legal acts due to the globalization of trade and advances in information technology still has a strong legal basis so as to create legal certainty.⁷ Therefore, online transactions are regulated in Law Number 19 of 2016 concerning Changes to Law Number 11 of 2008 concerning Electronic Information and Transactions. Furthermore, the regulation can be reviewed in Law Number 8 of 1999 concerning Consumer Protection.⁸

The implementation of online buying and selling in practice raises several legal problems; the main problem in the field of *e-commerce* is in providing personal data security protection to parties which carry out internet transactions, especially buyers as consumers. Other problems such as the buyer, who should be responsible for paying a certain amount of the price of the goods and/or services he purchased but did not make payment.⁹

Broadly speaking, there are several problems that occur in the online transaction process, namely:¹⁰

1. Consumers cannot immediately identify, see, or touch the goods to be ordered;
2. Unclear information about the products offered and/or no certainty whether consumers have obtained various information that is worth knowing or that should be needed to make a decision in the transaction;
3. Unclear status of legal subjects of business actors;
 - 1) There is no guarantee of transaction security and privacy as well as an explanation of the risks associated with the system used, especially in terms of electronic payments with both credit cards and electronic cash;¹¹
 - 2) Unbalanced risk charges, because generally against buying and selling on the internet, payment has been paid in advance by the consumer, while the goods are not necessarily received or will follow later because the existing guarantee is a guarantee of delivery of goods, not the receipt of goods;¹²
 - 3) Transactions that are cross-border and borderless in nature raise questions about which country's legal jurisdiction should be enforced.¹³

⁴ Putu Surya Mahardika and Dewa Gde Rudy, "Tanggung Jawab Pemilik Toko Online Dalam Jual-Beli Online (E-Commerce) Ditinjau Berdasarkan Hukum Perlindungan Konsumen," *Jurnal Hukum Bisnis Fakultas Hukum Universitas Udayana* 1, no. 1 (2014): 3.

⁵ Kemkominfo, *Pertumbuhan E-Commerce Indonesia Capai 78 Persen, Diakses Dari -Capai-78-Persen/0/Sorotan_media* (Jakarta: kominfo, 2014), <https://kominfo.go.id/content/detail/16770/kemkominfo-pertumbuhan-e-commerce-indonesia>.

⁶ Ester Dwi Magfirah, *Perlindungan Konsumen Dalam E-Commerce* (Jakarta: grafikatama jaya, 2009).

⁷ Ita Susanti, "Tinjauan Yuridis Terhadap Perlindungan Konsumen Belanja Online Berdasarkan UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen Juncto UU No. 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Jurnal Sigma-Mu* 09, no. 01 (2017): 20.

⁸ David Y. Wonok, "Perlindungan Hukum Atas Hak-Hak Nasabah Sebagai Konsumen Pengguna Jasa Bank Terhadap Risiko Yang Timbul Dalam Penyimpangan Dana," *Tesis Magister Hukum Universitas Sam Ratulangi* 1, no. 2 (2013): 60.

⁹ Ita Susanti, "Tinjauan Yuridis Terhadap Perlindungan Konsumen Belanja Online Berdasarkan UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen Juncto UU No. 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik."

¹⁰ Imam Sjahputra, *Perlindungan Konsumen Dalam Transaksi Elektronik* (Bandung: PT. Alumni, 2010), hlm. 22.

¹¹ Ferrinadewi Erna, *Merek & Psikologi Konsumen Implikasi Pada Strategi Pemasaran. Edisi Pertama* (Yogyakarta: Graha Ilmu, 2008), hlm. 32.

¹² Setiadi, *Perilaku Konsumen Konsep Dan Implikasi Untuk Strategi Dan Penelitian Pemasaran* (Jakarta: Stevenson, 2013), hlm 22.

¹³ Abdul Halim Barkatullah, *Hak-Hak Konsumen* (Bandung: Nusamedia, 2010), hlm. 25.

Based on the description above, the author is interested in reviewing electronic transactions or e-commerce based on Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 concerning Changes to Law Number 11 of 2008 concerning Information and Electronic Transactions.

2. Discussion

2.1 Regulation of Online Buying and Selling Based on Law Number 8 of 1999 concerning Consumer Protection

Electronic transactions practiced in online transactions give birth to an unequal power of bargaining power between business actors and consumers. It can be explained by the fact that business actors who sell their goods and/or services online often include standard contracts, thus giving rise to asymmetrical *bargaining power* (*unequal bargaining power*). The weak position of consumers with business actors in conducting online transactions is certainly very detrimental to consumers and has violated consumer rights regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection.¹⁴

Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law) defines the protection of consumers as follows:

"All efforts that ensure legal certainty to provide protection to consumers. Consumer protection has a wide scope, including consumer protection of goods and services, which starts from the stage of activities to obtain goods and services to the consequences of using these goods and/or services."

The scope of consumer protection can be distinguished in two aspects, namely:

1. Protection against the possibility of goods being handed over to consumers does not correspond to what has been agreed upon;
2. Protection against the imposition of unfair conditions on consumers.¹⁵

In the transaction of buying and selling goods and services, there are at least two parties that are interconnected, namely: first, the provider of goods or service providers, and second, the party that uses /users of the goods or services. The two parties in the economic literature, the first group is referred to as entrepreneurs or business actors, while the second group is referred to as consumers, and whether they realize it or not, every human being is a consumer.¹⁶

According to Article 1, paragraph 2 of Law Number 8 of 1999 concerning Consumer Protection, consumers are:

"Everyone who uses goods and/or services available in society, whether for the benefit of themselves, their families, other people or other living beings and not to be traded."

Consumers in this discussion are consumers who buy a product online where the product is used directly and not for resale or end consumers.

Based on Article 1 number 3 of the Consumer Protection Law, business actors are:

"every individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled or carrying out activities within the jurisdiction of the Republic of Indonesia, either alone or together through agreements to carry out business activities in various economic fields".

Business Actors in Online Buying and Selling include business actors who run Online Stores which provide transaction services through online media with websites and Business Actors who produce goods that produce goods where marketing their goods through online store services, and consumers discussed, in this case, are every user of goods or services for the needs of themselves, family or household, and not to produce other goods/services or re-trade them, the existence of consumer transactions which means the process of transferring ownership or connoisseurship of goods or services from providers of goods or service providers to consumers.

¹⁴ Adami Chazawi and Ardi Ferdian, *Tindak Pidana Informasi & Transaksi Elektronik* (Malang: Media Nusa Creative, 2015), hlm. 17.

¹⁵ Ahmadi Miru and Sutarnan Yoto, *Consumer Protection Law* (Jakarta: Rajagrafindo Persada, 2007), p. 23.

¹⁶ Kiki Rizki, "Legal Protection against Customers of Conventional And Sharia Financial Institutions," *Aktualita (Journal of Law)* 1, no. 2 (2019): 589–608, <https://doi.org/10.29313/aktualita.v1i2.4033>.

Based on Article 4 of the Consumer Protection Law, there are 2 articles about consumer rights that are often violated by business actors in buying and selling online, namely:

Article 4 letter a.

"The right to comfort, security, and safety in consuming goods and/or services"

Article 4 letter c.

"The right to true, clear, and truthful information regarding the condition and guarantee of goods and /or services;"

More emphatically, in Article 7 of the Consumer Protection Law, there are at least 2 Articles concerning the Obligations of Business Actors, namely this Online Store, namely:

Article 7 letter b.

"Provide true, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of the use, repair and maintenance."

Article 7 letter f.

"Provide compensation, compensation and/or compensation for losses due to the use, use and utilization of goods and/or services traded."

There is a problem if consumers experience losses in terms of using Online Store services can be seen from the formulation of Article 1 Number 2 and Article 1 Number 3 of the Consumer Protection Law, namely Business Actors, namely Online Store Owners who offer services to consumers if they violate Consumer Rights and Obligations, then Business Actors, namely Online Store Owners, can be held accountable and are obliged to provide compensation, compensation and/or replacement of services and/or goods.

More strictly, Article 8 of the Consumer Protection Law prohibits business actors from trading goods/services that are not in accordance with the promises stated in the label, etiquette, description, advertisement or sales promotion of these goods and/or services. Based on this article, the discrepancy in the specifications of the goods you receive with the goods listed in the advertisement/photo of the offer of goods is a form of violation/prohibition for business actors in trading goods. Then consumers, according to Article 4 letter h of UUPK, are entitled to compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be. Meanwhile, the business actors themselves, in accordance with Article 7 letter g of the PK Law, are obliged to provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

Article 19 of Law Number 8 of 1999 reads as follows:

Business actors are responsible for providing compensation for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded.

Compensation, as referred to in paragraph (1), can be in the form of refunds or replacements of goods and/or services of the same type or equivalent in value or health care and/or compensation in accordance with the provisions of the applicable laws and regulations.

The compensation is carried out within a grace period of 7 (seven) days after the date of the transaction.

The provision of compensation, as referred to in paragraphs (1) and (2), does not eliminate the possibility of criminal prosecution based on further evidence of the existence of an element of guilt.

The provisions, as referred to in paragraphs (1) and (2), do not apply if the business actor can prove that the error is the fault of the consumer. This can also be categorized as actions that can harm consumers in the sense that the agreed transaction should not be the delivery of goods to be inconsistent with what is ordered by consumers both in terms of quality, quality and type of goods.

Based on Law Number 8 of 1999 concerning Consumer Protection is a guideline in this regard. If the business actor is proven to be true of harming consumers, then administrative actions taken by the government can be used as evidence for consumers who are harmed so that the evidence can be used by consumers and means making it easier for consumers to file their lawsuits.

Administrative sanctions in the form of determining compensation of a maximum of Rp. 200,000 (two hundred thousand rupiahs) if the business actor violates Article 19 paragraph (2), paragraph (3) of Law Number 8 of 1999 concerning Protection and article 20, which reads: "Advertising business actors are responsible for the advertisements produced and all consequences caused by the advertisements."

Article 26 of Law Number 8 of 1999 concerning Consumer Protection reads:

"Business actors who trade services are required to meet agreed and/or promised guarantees and/or guarantees."

Article 50 of Law Number 8 of 1999 concerning Consumer Protection reads:

"The consumer dispute resolution body as referred to in Article 49 paragraph (1) consists of: a. the chairman and concurrently a member; b. the vice chairman is concurrently a member; c. members."

If the business actor does not carry out its obligations, the business actor can be punished based on Article 62 of the Consumer Protection Law, which reads:

"Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with a maximum imprisonment of 5 (five) years or a fine of at most 5 Article 62 of Law Number 8 of 1999 concerning Consumer Protection of a lot of Rp. 2,000,000,000.00 (two billion rupiah)."

Disobedience to the content of consumer transactions, obligations, and prohibitions as stipulated in the Consumer Protection Law can cause disputes between business actors and consumers. According to Sidabalok (2014:127), consumer disputes can be derived from two things: 1. business actors do not carry out their legal obligations as stipulated in the law;

2. Business actors or consumers do not comply with the content of the agreement.

Consumer dispute resolution is contained in the PK Law regulated in Article 19, Article 23, Chapter X on Dispute Resolution from Article 45 to Article 48 and is connected with Chapter XI concerning Consumer Dispute Resolution Bodies in Articles 49 to 58.

Thus, three forums and ways to resolve consumer disputes are open, as follows: 1). Settlement of consumer disputes with immediate demands through negotiation forums, consultations, conciliation, mediation, and expert assessment, 2) Settlement of consumer disputes through the Consumer Dispute Resolution Agency, 3) Settlement of consumer disputes through the courts.

2. Regulation of Online Buying and Selling Based on Law Number 19 of 2016 concerning Changes to Law Number 11 of 2008 concerning Electronic Information and Transactions

This electronic transaction has been well regulated by Law Number 19 of 2016 concerning Changes to Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law). So that consumers who make transactions become more comfortable and safer. Of course, this business model is said to be more practical and easier. Practically, this condition causes the distance to be no longer an obstacle in transacting goods and can also be said to be practical in the business world. So that business actors can make transactions without having to meet in person.¹⁷

The electronic transaction model or *e-commerce* is basically the same as the conventional transaction model. But the difference is in electronic transactions; the agreement is carried out electronically or electronically. The electronic Transaction Model that uses electronic agreements or electronic contracts also makes some elements that must be fulfilled in it. The elements in electronic agreements are well regulated in several articles to support consumer convenience in transactions. The elements aim clearly to provide legal certainty as one of the legal protections in electronic transactions.¹⁸

Article 1, point 2 of the ITE Law, states that Electronic Transactions are:

¹⁷ Reka Dewantara, "Juridical Implications of Regulation regarding Branchless Banking by Bank Indonesia and the Financial Services Authority," *Journal of Legal Minutes* 10, no. Volume 10, Number 1, June 2014 (2014): 1–11, <https://e-journal.fh.unmul.ac.id/index.php/risalah/article/view/95/46>.

¹⁸ Ita Susanti, "Juridical Review of Consumer Protection of Online Shopping Based on Law No. 8 of 1999 concerning Consumer Protection Juncto Law No. 11 of 2008 concerning Electronic Information and Transactions."

"Legal actions carried out using computers, computer networks or other electronic media; electronic buying and selling transactions are one of the manifestations of the above provisions".

In buying and selling transactions via the internet, the relevant parties in it carry out legal relations as stated in the form of agreements or contracts that are carried out electronically and in accordance with Article 1 number 17 of the ITE Law are referred to as electronic contracts, namely agreements contained in electronic documents or other electronic media. E-commerce agreements are known to two actors, namely merchants/sellers who make sales and buyers/customers/consumers who act as buyers.³⁸

Electronic contracts, according to Article 47 paragraph (2) of Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PP PSTE), are considered valid if:

- a) There is an agreement between the parties;
- b) Conducted by a legal subject who is capable or who is authorized to represent in accordance with the provisions of laws and regulations;
- c) There are certain things; and
- d) The object of the transaction must not conflict with laws and regulations, decency, and public order

Business actors who offer goods or services electronically are required to provide information about the terms of the contract, manufacturers and products completely and correctly in Article 17 of the ITE Law paragraphs 1 and 2. Electronic contracts, in electronic transactions, must have the same legal force as conventional contracts. Therefore, the electronic contract must also be binding on the parties as Article 18 Paragraph (1) of the ITE Law states that "electronic transactions set forth in the electronic contract are binding on the parties". As with conventional contracts, the parties have the freedom to choose the laws applicable to electronic transactions of an international nature. In Article 18, Paragraph (2) of the ITE Law.

In this regard, Article 18 paragraph (3) of the ITE Law states that if the parties do not make a choice of forum in international electronic contracts, the principle that can be used is the principle contained in Article 18 paragraph (4) of the ITE Law. This article states that the parties have the authority to establish a court forum, arbitration, or other alternative dispute resolution institution authorized to handle disputes that may arise from international electronic transactions.

Before making an electronic transaction, the parties agree on an electronic system that will be used to make transactions. Article 20 Paragraph (1) of the ITE Law. Article 20 Paragraph (2) In conducting electronic transactions, related parties often entrust third parties as electronic agents. Liability for the consequences of the implementation of electronic transactions must be seen from the authority given to the agent by the parties to carry out the transaction as stated in Article 21, Paragraph (1) of Article 21, Paragraph (2) number 1 of Article 21, Paragraph (2) number 2 of uute. If the transaction is carried out through an electronic agent, then the responsibility of the electronic agent operator regarding this matter is as stated in Article 21, Paragraph (2) number 3, Article 21 Paragraph (3), Article 21 Paragraph (4) of the ITE Law.

Legal protection of parties to electronic business transactions is as follows:¹⁹

- 1) Legal protection for merchants is mainly emphasized in terms of payment; merchants require to make payment repayment and then confirm payment, and only then will the delivery of the ordered goods be carried out.
- 2) Legal protection for consumers lies in the warranty in the form of a return or exchange of goods if the goods received do not match the ordered.
- 3) The privacy of the personal data of electronic media users must be legally protected. The provision of information must be accompanied by the consent of the owner of the personal data. Legal protection for parties conducting E-Commerce transactions, which is contained in Article 25 of the ITE Law "Electronic information and or electronic documents compiled into intellectual works, internet sites, and intellectual works contained therein are protected as intellectual property rights based on the provisions of applicable regulations".

Electronic contracts in electronic transactions must have the same legal force as conventional contracts. The electronic contract must also be binding on the parties as Article 18 paragraph (1) of the ITE Law states that electronic transactions poured into the electronic contract are binding on the parties. Parties to online buying and selling have the freedom to choose the laws that apply to electronic transactions of an international nature; as explained in Article 18 of the ITE Law that the parties have the authority to

¹⁹ Magfirah, *Consumer Protection In E-Commerce*, p. 29.

choose the laws that apply to international electronic transactions that they make. In addition, the parties also have the authority to determine the dispute resolution forum, either through the courts or through alternative dispute resolution methods.²⁰

Buying and selling transactions, even though they are carried out online, based on the ITE Law and PP PSTE, are still recognized as electronic transactions that can be accounted for. The Electronic Contract itself, according to Article 48 paragraph (3) pp PSTE, must at least contain the following; identity data of the parties; objects and specifications; Electronic Transaction requirements; prices and costs; the procedure in the event of any cancellation by the parties; provisions that give the right to the aggrieved party to be able to return the goods and/or request replacement of the product if there is a hidden defect; and the choice of law for the settlement of Electronic Transactions.²¹

Online transactions are basically transactions or sales and purchase contracts in general; it's just that they are carried out online because, in terms of contracts, it is still referred to in the Civil Code. As an ordinary trade, online buying and selling is subject to and complies with the provisions of Articles 1457 to 1540 of the Civil Code. According to Article 1457 of the Civil Code, "A sale and purchase is an agreement by which one party binds itself to hand over a treasury with the other party to pay the promised price". In Article 1458 of the Civil Code, it is written, "The sale and purchase are considered to have taken place between the two parties, as soon as these persons have reached an agreement on the treasury and its price, even though the treasury has not been handed over and the price has not been paid".²²

When there is a dispute or violation in terms of buying and selling or online transactions, there must be proof. As provided in Article 1865 of the Civil Code, the events on which that right is based must be proved by the plaintiff. That is, if the lawsuit for damages is based on the event of default, the plaintiff needs to prove the following:²³

- 1) The presence of an engagement relationship (contract, agreement);
- 2) The existence of parts of obligations that are not fulfilled by business actors; and
- 3) The onset of losses for consumers.

In terms of proof, in online shopping, as regulated in Article 40 of the ITE Law, evidentiary tools in electronic transaction activities include evidence;

- 1) As referred to in the provisions of the Criminal Procedure Law;
- 2) Other in the form of electronic documents and electronic information.²⁴

3. Conclusion

Legal certainty of protection for consumers who make online transactions is urgently needed. Apart from the fact that consumers have important rights to be enforced, but also grows awareness of business actors so as not to commit fraud against consumers; by growing the awareness of business actors regarding the importance of consumer protection, an honest and responsible attitude grows in trying. In this case, in addition to the existence of UUPK, regulations that specifically regulate online buying and selling activities are needed because they can provide protection not only for consumers but also for online business people.

Legal protection for online shopping consumers can be provided in terms of legal certainty as stated in the laws and regulations governing online shopping, namely Law Number 19 of 2016 concerning Changes to Law No. 11 of 2008 concerning Electronic Transaction Information juncto Law No. 8 of 1999 concerning Consumer Protection. The existence of electronic contracts, as stipulated in Article 18 (1) of the ITE Law, is recognized and has the same position as conventional sales and purchase contracts. Through electronic contracts, consumers can sue business actors if a dispute arises due to the electronic transaction.

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²⁰ Rizki, "Legal Protection against Customers of Conventional and Sharia Financial Institutions."

²¹ Janus Sidabalok, *Consumer Protection Law*. (Bandung: PT Citra Aditya Bakti, 2014), p. 12.

²² Abdulkadir Muhammad, *Civil Procedural Law. Cet. VII*. (Bandung: Citra Aditya Bakti, 2000), p. 21.

²³ zulham, *Consumer Protection Law*. (Jakarta: Kencana Prenada Media Group, 2013), p. 27.

²⁴ Firman Tumorantara, *Hukum Perlindungan Konsumen (Filosofi Perlindungan Konsumen Dalam Perspektif Politik Hukum Negara Kesejahteraan*. (Malang: Setara Press, 2016), hlm. 32.

References

- [1] Barkatullah, A H (2010). *Consumer Rights*. Bandung: Nusamedia.
- [2] Chazawi, A and Ardi F (2015). *Criminal Acts of Information & Electronic Transactions*. Malang: Media Nusa Creative.
- [3] David Y. W (2013). Legal Protection of Customer Rights as Consumers of Bank Service Users Against Risks Arising in Fund Irregularities. *Master of Law Thesis of Sam Ratulangi University* 1: 60.
- [4] Dewantara, R (2014). Juridical Implications of Regulation Regarding Branchless Banking by Bank Indonesia and the Financial Services Authority." *Journal of Legal Treatises* 10, no. Volume 10, Numbe: 1–11. <https://e-journal.fh.unmul.ac.id/index.php/risalah/article/view/95/46>.
- [5] Erna, F (2008). *Brand & Consumer Psychology Implications On Marketing Strategy. First Edition*. Yogyakarta: Graha Ilmu.
- [6] Ita S (2017). Juridical Review of Consumer Protection of Online Shopping Based on Law No. 8 of 1999 concerning Consumer Protection Juncto Law No. 11 of 2008 concerning Electronic Information and Transactions. *Thy Sigma Journal* 09: 20.
- [7] Ministry of Communication and Information (n.d). *Indonesia's E-Commerce Growth Reaches 78 Percent, Accessed From -Reach-78-Percent/0/Sorotan_media*. Jakarta: kominfo, 2014. <https://kominfo.go.id/content/detail/16770/kemkominfo-pertumbuhan-e-commerce-indonesia>.
- [8] Magfirah, E D (2009). *Consumer Protection In E-Commerce*. Jakarta: grafikatama jaya, 2009.
- [9] ———. *Consumer Protection In E-Commerce*. Jakarta: grafikatama jaya.
- [10] Mahardika, P S and Dewa G R (2014). Online Store Owner's Responsibility In Online Buying and Selling (E-Commerce) Reviewed Under Consumer Protection Law. *Journal of Business Law, Faculty of Law, Udayana University* 1: 3.
- [11] Miru, A and Sutarman Y (2007). *Consumer Protection Law*. Jakarta: Rajagrafindo Persada.
- [12] Muhammad, A (2000). *Civil Procedural Law. Cet. VII*. Bandung: Citra Aditya Bakti
- [13] Nugraha, R A, Jamaluddin M and Hardika F A (2015). Legal Protection of Consumers In Online Transactions. *Journal of Law Porch*: 29.
- [14] Rizki, K (2019). Legal Protection against Customers of Conventional And Sharia Financial Institutions. *Aktualita (Journal of Law)* 1: 589–608. <https://doi.org/10.29313/aktualita.v1i2.4033>.
- [15] Setiadi (2013). *Consumer Behavior Concepts And Implications For Marketing Strategy And Research*. Jakarta: Stevenson
- [16] Sidabalok, J (2014). *Consumer Protection Law*. Bandung: PT Citra Aditya Bakti
- [17] Sjahputra, I (2010). *Consumer Protection In Electronic Transactions*. Bandung: PT. Alumni
- [18] Tumentara (2016). *The Word. Consumer Protection Law (The Philosophy of Consumer Protection In The Effectiveness Of The Politics Of Welfare State Law*. Malang: Setara Press
- [19] zulham. *Consumer Protection Law (2013)*. Jakarta: Kencana Prenada Media Group.