

International Journal of Judicial Law

Legal protection of the consumer in electronic transactions through a platform without collective account functions by trusted third parties

Syifa Rana Tsary

Faculty of Law, Slamet Riyadi University, Jl. Sumpah Pemuda No.18, Surakarta City, Central Java Province, Indonesia

* Corresponding Author: **Syifa Rana Tsary**

Article Info

ISSN (online): xxxx-xxxx

Volume: 03

Issue: 04

July-August 2022

Received: 29-09-2022;

Accepted: 16-10-2022

Page No: 09-11

Abstract

This study examines the existence of a marketplace to meet the needs of the e-commerce community and legal protection for consumers in the event of failure that harms them as a result of online transactions without a trusted third-party intermediary as joint account holders. The formulation of the discussed problem is how does the marketplace facilitate online shopping among the public and what is the legal protection for consumers who trade without a joint account? The research method used is a normative and literary study based on primary materials (laws), secondary materials (scientific papers, journals, books, documents and other literature) and tertiary legal materials (legal dictionaries). The results of the study show that due to the ease of doing business online, people are addicted to the existence of e-commerce platforms and marketplaces with various exciting features. If there is a delay in transactions carried out without a joint account, consumers can have legal protection through complaints to the Consumer Disputes Resolution Agency), which can be resolved through litigation or without litigation.

Keywords: Marketplace, Electronic Transactions

1. Introduction

The formation of law is a set of norms that oblige people to follow rules and maintain behavior in relations with other people (Rahardjo, 1991:27). The legal relationship is established according to § 1313 of the Civil Code (hereinafter referred to as the Civil Code); "An agreement is an act by which one or more persons bind themselves to one or more other persons." If an agreement is reached between the seller and the buyer, a sale and purchase takes place.

The government set out the position of parties in the purchase and sale of legal cover in the Consumer Protection Act No. 8 of 1999 (henceforth referred to as the UUPK). According to Article 1, paragraph (2) of the UUPK, the term buyer states: "A consumer is any person who uses goods and/or services available in the community, both for the benefit of himself, his family, other people and other living creatures, and not for trading." While the term seller according to Article 1 paragraph (3) UUPK; "A commercial actor is any individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled or operating in the jurisdiction of the Republic of Indonesia, namely either separately or jointly on the basis of an agreement on the organization of business activities. in different economic areas."

One of the advantages of technological development is the rapid reception and delivery of information, as well as communication without the boundaries of distance, space and time, resulting in a world without borders and significant social changes. In addition, it also contributes to the community, society or government, especially the emergence of markets and business networks without borders (Rokfa, et.al., 2022:162). The Internet is a medium of interaction in global communication and connecting millions of computer networks via satellite, telephone and others (Priyanto, 2009). The number of users of e-commerce platforms is increasing and triggering a shift in media consumption patterns as it reaches all circles, thus being used as a precise strategy in marketing products/services. In addition to selling products, Internet media can also be used to support or paid promotional activities of celebgrams and/or influencers who are increasingly engaged in digital marketing, as promotion has been optimally visualized through photos, videos, posters and animations (Ramli, et.al. . , 2020:121) Advances in Internet cyberspace also affected the economic sector known as the digital economy or digital economy, then gave rise to a new system of buying and selling, namely electronic transactions or electronic commerce (e-commerce) (Indrajit, 2001:33).

The World Trade Organization (WTO) explains that the scope of electronic commerce consists of the production, distribution, marketing, sale and supply of goods or services through electronics.

Act No. 11 of 2008 on Information and Electronic Transactions, which was subsequently amended to Act No. 19 of 2016 on Amendments to Act No. 11 of 2008 (hereinafter referred to as UU ITE), the meaning of electronic transactions in Article 1 para. (2) the ITE Act; "Legal acts performed using computers, computer networks and/or other electronic media." E-commerce creates rights and obligations as a legal consequence of the parties' agreement (Priovirjanto, 2014:287). The contract takes the form of the consumer's consent to the goods and/or services offered by the business entities through the display on the website, also known as the electronic signature process during purchase, inspection and delivery (Barkatullah & Prasetyo, 2005:VII).

However, the progress, which brings many benefits, cannot be separated from the negative effects, such as fraud with a product that does not correspond to the description or the product is not delivered to consumers, causing losses to consumers and reducing the level of trust in the e-commerce system. Although there are currently many marketplaces that offer services as a trusted third party, they specifically hold the money paid by the consumer so that it is not directly passed on to the merchant until they receive the ordered product. This method is known as a joint account, so consumers don't have to worry if they want to shop online.

Based on the above explanation, the author would like to further study in the research entitled "Consumer Legal Protection for Electronic Transactions through Platforms without Joint Account Functions by Trusted Third Parties". The issues discussed are; 1) How does a public marketplace facilitate online shopping and 2) What are the legal protections for consumers who trade without a joint account? E-commerce was born based on electronic buying and selling contracts between business actors and consumers, which require a legal force like conventional contracts (Rantung, 2022:89). Article 1 number (17) of U ITE explains that; "Electronic Contract is an agreement of the parties made through the Electronic System." Furthermore, it is also regulated in Article 47 paragraph (3) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (from now on referred to as PP PSTE), at least containing; identity data of the parties; objects, and specifications; electronic transaction requirements; prices and fees; procedures in the event of cancellation by the parties; provisions that give the injured party the right to be able to return the goods and/or request a replacement of the product if there is a hidden defect; and choice of law for electronic transaction settlement."

Research Methods

The method used in this research is the normative method and literature study; the study of research objects based on sources of legal materials that are still relevant, both primary, such as related laws and regulations, secondary, such as literature and other reading materials, and also tertiary, especially legal dictionaries. In addition, these materials are inventoried and examined using the positive laws in force in Indonesia (Waluyo, 1991:14). This research is based on a statutory approach and a descriptive qualitative approach. A qualitative approach produces descriptive data, such as

written or oral, from the informant and attitudes that are considered and not expressed in the form of variables or hypotheses (Moleong, 2000:2).

The platform's existence in Indonesia has shown the significant role it plays in supporting people's needs and lives as a social networking tool and forum for channeling content and creativity. Its newness and consistency, which constantly adapts over time, with a display that is still packaged, is increasingly attractive and easy to use, making it accessible to users of all ages. There are also more opportunities to use the platform, which does not only play a role in bridging relationships, but also as a container or e-commerce distributor, on the one hand, it can increase the efficiency of goods/service transactions and reduce the purchase and cost of the manufacturer significantly. However, e-commerce has problems and shortcomings in information security if encryption is not used correctly (Abbasi & Zare, 2016:12-16). Digital transformation issues on e-commerce platforms are based on trust, privacy and security.

E-commerce offers a variety of payment methods that are expected to provide legal protection to consumers to make transactions safer, more efficient, faster and more reliable. One of them uses banking services as a channel of funds to pay for products through transfers from consumer accounts to business accounts or from account to account (Makarim, 2008:78). A transaction transfers ownership or use of goods or services from the provider of goods or services to the consumer (Nasution, 1995:37). Business actors must ship products paid for by consumers to fulfill successes in e-commerce deals. However, there is an understanding that consumers must be prepared to bear the consequences of their decisions when purchasing goods and/or services offered by business entities (Samsul, 2004:4, Sjahputra, 2010:48-49).

Consumer rights are contained in Article 4 of the UUPK, including; the right to convenience, certainty and security in the consumption of goods and/or services; the right to select goods and/or services and to obtain such goods and/or services for the exchange rate and terms and conditions promised; the right to correct, direct and honest information about the condition and warranty of goods and/or services; the right to express their opinions and complaints about the goods and/or services used; the right to proper defense, protection and efforts to resolve consumer protection disputes; the right to be treated or to be treated fairly and fairly and without discrimination; the right to a refund, compensation and/or exchange if the goods and/or services received are not in accordance with the contract or are not correct.

The rights of business entities are contained in Article 6 of the UUPK; "the right to receive payment based on an agreement on the terms and exchange rates of traded goods and/or services; the right to legal protection against bad faith consumer action; the right to reasonable self-defense in the legal settlement of consumer disputes; the right to remedy good reputation if it is legally proven that the traded goods and/or services do not cause consumer losses; rights regulated by other laws and regulations."

An engagement born of agreement or law creates a legal obligation that the parties must fulfill (Harahap, 1986:190). The responsibility of consumers in e-commerce is to more freely search and compare information about the goods/services they need without being limited by area (borderless) (Dikdik, et.al., 2005:144). They must complete the payment of the price of the purchased goods. The legal

conditions and norms in the agreement must be in accordance with Article 1338 paragraph (3) of the Civil Code, which is dynamic and covers the entire process of the agreement (Syaifuddin, 1993:96); therefore, the achievement is done adequately based on the principles of good faith and decency. Below are the obligations of consumers according to Article 5 of the UUPK; “read or follow instructions for information and procedures for the use or use of goods and/or services in the interest of safety and security; have good faith in conducting transactions to purchase goods and/or services; pay according to the agreed rate; monitor efforts to properly resolve disputes for consumer protection.”

Conclusions

A growing market with various exciting features makes its existence one of fulfilling people's life needs with ease and efficiency, especially as a trusted third party also provides legal protection to consumers with the existence of payment methods through joint accounts, thus building trust to shop online and become an intermediary if it will show that there has been a failure that damages one of the parties. The legal solution can take place through court or out-of-court proceedings based on the agreement of the parties

Reference

1. Abdul Halim Barkatullah dan Teguh Prasetyo, *Bisnis E-Commerce: Studi Sistem Keamanan dan Hukum di Indonesia*, Pustaka Pelajar, Yogyakarta, 2005.
2. Abdulkadir Muhammad, *Hukum Perjanjian*, Bandung: PT. Graduates, 2010.
3. Afida Ainur Rokfa, et.al., *Persaan Sengketa Sistem Pembayaran Cash On Delivery pada Media E-Commerce*, *Jurnal Bina Mulia Hukum*, Vol. 6, No. 2, Maret 2022, <https://jurnal.fh.unpad.ac.id/index.php/jbmh/article/view/533/435>, accessed 18 September 2022.
4. Azhari, A.F. (2015). *Kesiapan Indonesia: Harmonisasi Hukum Negara ASEAN Menuju Komunitas ASEAN (Continued)*. Universitas Muhammadiyah Surakarta.
5. Az Nasution, *Konsumen dan Hukum*, Jakarta: Pustaka Sinar Harapan, 1995.
6. Bambang Waluyo, 1991, *Penelitian Hukum v Praktik*, Jakarta: Sinar Grafika
7. Barkatullah, A.H. (2010). *Penerapan Arbitrase Online Dalam Peresanaan Sengketa Transaksi E-Commerce*. *Journal of Ius Quita Iustum*. <https://doi.org/10.20885/iustum.vol17.iss3.art2>.
8. Cindy Aulia Khotimah dan Jeumpa Crisan Chairunnisa, *Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli- Online (Electronic Commerce)*, *Business Law Review*: Volume 1.
9. Dikdik M. Arief Mansyur dan Elisatris Gultom, 2005, *Cyber Law (Aspek Hukum Teknologi Informasi)*, Refika Aditama, Bandung.
10. Dollarhide, M.E. (2020). *Definition of social media*. Investopedia. <https://www.investopedia.com/terms/s/social-media.asp#:~:text=Social media is computer, virtual networks and communities.&text=Users engage in social media and often use it to send messages>
11. Edmon Makarim, *Kompilasi Hukum Telematika*, Jakarta, Gravindo Persada, 2008
12. Edmon Makarim, *Tanggung Jawab Hukum Penyelenggaraan Sistem Elektronik*, Rajawali Pers. Jakarta, 2010
13. Enni Soerja Priowirjanto, *Pentangian Transaksi Elektronik a Peraksanannya di Indonesia Dikaitkan dengan Perlindungan E-Konsumen*, *Padjadjaran Jurnal Ilmu Hukum*, Volume 1 – No 2 – Tahun 2014
14. Fajar dan Achmad. 2017. *Dualisme Penelitian Hukum Normatif dan Empiris*, Cetakan IV. Yogyakarta: Pustaka Pelajar
15. Garner, B.A. (2014). *Black's Law Dictionary 10th Edition*. Western group
16. Geriya., dkk. (2016). *Implementation of Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen Terhadap Jual Beli Online (E-Commerce) from BPSK Denpasar*. *Kertha Wicara*, Volume: 5(1).
17. Iman Sjahputra, *Perlindungan Konsumen in Transaksi Elektronik*, Bandung: Alumni, 2010
18. Inosenus Samsul, *Perlindungan Konsumen Possibilities Penerapan Tanggung Jawab Mutlak*, Jakarta: Pascasarjana Fakultas Hukum Universitas Indonesia, 2004
19. Ivana Krita Lea Rantung, “*Perjanjian Jual Beli Barang Melali Internet (E-Commerce) Menurut Undang-Undang Nomor 11 Tahun 2008,*” *Journal Lex et Societatis*, Vol. 5, No. 6 Edition of Agustus 2017, <https://ejournal.unsrat.ac.id/index.php/lexetsocietatis/article/view/17912>, accessed on 18 September 2022
20. I. Safitri, 1999, *E-commerce according to Perspektif Hukum*. http://business.fortunecity.com/buffett/842/art080399_e-commerce.htm.
21. Johanes Gunawan, *Hukum Perlindungan Konsumen*, Bandung: Universitas Katolik Parahyangan, 1999
22. Kumah, M.K. (2017). *The role of social media as an e-commerce platform*. *Ammattikorkeakoulu University of Applied Science*.