

Online Transaction Activities in an Effort to Guarantee Legal Certainty for Consumers

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Abstract

Development law business moment this develop with very fast. Besides that development technology is getting better proceed along with the development of the times and law should follow the development of that era. In Indonesia starting to develop a term something the so-called deed with transaction sell-buy online/online (e-commerce). Transaction e-commerce gives convenience for the consumer in To do activities sell-buy goods and services in accordance with the needs consumer moment it. That thing no close possibility will cause a problem law. relation with Thing that about the protection of consumers in Indonesia has set in Constitution Number 8 of 1999 concerning Protection Consumers. The article will be discussed by short how protection consumers in transaction e-commerce and how to arrange regulation related laws in the Indonesia Constitution protecting consumers as means for solving problem-related laws _ with consumers and businesses.

Keywords

protection law consumer;
e-commerce



I. Introduction

Dynamics of Science and Technology (Science) Knowledge Technology and Communication), now change the habits of Indonesian people in many aspects of life. Change in technology and communication this the experts called a revolution. Dissanayake thinks that revolution communication is an explosion or explosion of technology and communication. Because of that, Webster then sees the definition of public information now in a number of criteria, namely; Technological, Economic, Occupational, Spatial, and Cultural. Information society depends on innovation technology, then make use of it for process economy until bringing up changes in circulation social culture every day.

Now the Internet is back only in the form of media for exchange information in scope Colleges and Research Institutes, now could make it easy various access activity society. One _ aspect of life that experiences change after the appearance of Internet use, namely trading or transaction online.

Habit conventional public in to do activity transaction buying and selling now shift and transform Becomes transaction buy and sell online or _ transaction online. Existence globalization and modernization make public easy to weave communication now _ internet connections are capable bring together in a virtual world.

The media used by the perpetrator business and consumer to do transactions online, among others, namely: lazada, buying and selling forums kaskus, Olx, trade. Driving factors _ perpetrator business to do the transaction online because through transaction perpetrator online business could push cost marketing, distribution and others so that perpetrator business only requires relative capital a little in operating his business. Whereas driving factor _ consumer to do the transaction online because through transaction consumer got benefit, as well as convenience among others, can choose variety desired

item _ besides that consumer no need go shopping for just buy needed items, moreover _ if shop the is at far from consumers, of course, Thing this very help consumer because could save time at a time make it easy consumer. Besides that, another interesting factor for consumers To do the transaction online is the price offered _ tends cheaper and many promos are served.

Through transaction enough online with access sites that offer goods needs, consumers already could choose and compare quality as well as price desired item, thing _ this felt more practical and economical compared with buy by direct with going ketoko . Kotler, argues that the decision for buying taken by consumers _ is gathered from amount decision, one is about the seller. Consumer will join consider with careful is seller could trusted, remember possible risk _ occur more big instead of buying goods direct store.

Although Thus, the use of internet technology for to do transaction online have impact negative for consumers. Remember purchase through transaction online is done by the perpetrator businesses and consumers who do not face to face advance by direct as well as no each other know in other words transaction online done on trust _ from the parties , problems that can be occurs in transactions online , among others , namely: that quality ordered items _ no in accordance with what the perpetrator promised _ effort , time delivery no in accordance with the time that has been agreed , in the process of delivery goods are also vulnerable occur damage . Other problems that can occur that is goods that have been ordered and paid for by consumers no sent by perpetrator effort.

As Prajna's case _ _ Satria, events this start moment Prajna browsed the internet and saw advertisement sale of installed Vaio brand laptops perpetrator business on selling site buy online. Moment contacted, perpetrator business request Prajna for transfer money in the amount of Rp. 2.850.000. Perpetrator business the promise will send the laptop after the money is transferred , after transferred in accordance with agreement however promised goods _ ie laptop is not sent by perpetrator business and actors business the no can contacted back .

Even though government has try for arrange related act crime electronic through the ITE Law, still many lack in give certainty law sell buy through the internet, because progress technology and industry are increasingly fast , want no want to have an impact on our country specifically transaction electronics , with existence e-banking, e-commerce , and transactions electronic other . With the more a lot transaction electronics are done, then push is also needed provision governing law _ about Thing, so that the parties involved _ in transaction electronics, in particular consumer got protection law on every transaction electronics do. _

Transaction practiced electronics _ in transaction online birth strength power bargain that doesn't parallel Among perpetrator businesses and consumers. Could explained with reality that perpetrator business that sells goods and/ or service by online frequently include contract standard, so that bring up power asymmetrical bargaining _ (unequal bargaining power). Weakness position consumer with perpetrator business in To do transaction online of course very harmful consumers and have violate right regulated consumers _ in Article 4 of the Law Number 8 of 1999 concerning Protection Consumers.

Existence online transaction this important for studied certainty its legal especially in the aspect protection law for consumers , so as not to Becomes dispute law that can many harmful rights party consumer . So that in operate business by online, manufacturer permanent honest and responsible answer as well as protect the consumer.

II. Research Method

This study is based on literature review with qualitative analysis. To learn this specific cases, observing methods are used to observe the behaviour of the e-commerce consumers. The steps taken include the process of collecting data by reviewing some recently research and government legal documentation to gain the valid data. Besides the researcher also observe the e-commerce consumers. The data collected then analyzed by qualitative analysis and supported with up to date research which harmonious with topic, online transaction activities in an effort to guarantee legal certainty for consumers.

III. Results and Discussion

2.1 Position Consumer in Transaction *On line*

According to Article 1 paragraph 2 of the Law Number 8 of 1999 concerning Protection Consumers, consumers are: "everyone user" goods and/ or available services _ in society, good for interest self yourself, family, other people and creature another life and not for traded". A product before to the consumer more formerly through a long distribution process, start from manufacturers, distributors, agents, retailers. Until finally arrived at hand consumers, then in the field of economy type consumer classified Becomes two, namely consumer between and end. Definition exposed consumers _ in Constitution Protection Consumers, are type consumer end, based on definition the could concluded terms consumers, namely;

1. User goods or service, good earned _ with method buy nor Just.
2. User goods or service for interest personal (self), family, other people and creatures life another.
3. No for commercial (traded).

According to Loudon and Bitta explained about behavior consumer includes internal processes taking decisions and activities _ _ consumer by physique in evaluating, acquiring, using and obtaining goods or service.

In discussion this, what is meant with consumer transaction *on line* that is someone who buys product where online _ he is consumer end or no utilise product the by direct and not for for sale back. In general, there are a number of the problem that happened in the online transaction process, namely:

- 1) Consumer no can by direct identify, touch, or see items to be he message
- 2) Obscurity information about products offered and / or no there is certainty is consumer has get various decent information _ known, or should _ needed for take something decision in transact.
- 3) No clear subject status law, from perpetrator effort;
- 4) No there is guarantee security transaction and privacy as well as explanation to related risks _ with the system used, in particular in Thing payment by electronic good with *credit card* or *electronic cash*;
- 5) Loading no risk _ balanced, because generally to sell buy on the internet, payment has paid off carried out in advance by consumers, while goods not yet of course accepted or will follow then, because existing guarantee _ is guarantee delivery goods no reception goods;
- 6) Transactions that are cross borderless state *borders*, raises question about jurisdiction Which country's law is appropriate? enforced.

Because online transactions are done without existence stare advance by direct, also between perpetrator business and consumer no once each other know, then rights

consumers in online transactions are very vulnerable violated . So from that required protection law on rights consumer in online transactions .

2.2 Legal Protection against Consumer in Activity Transaction Online By Constitution Number 8 of 1999 concerning Protection Consumer

a. Protection to Rights Consumer in Online Transaction

Protection consumer is term used _ for describe protection given law _ to consumer in his business for fulfil his need from harmful things _ consumer that alone . Constitution Number 8 of 1999 concerning Protection Consumer is " everything " guarantee effort _ existence certainty law for give protection to consumers ". According to Sidobalok , Protection Law Consumer is whole regulations and laws governing _ rights and obligations consumers and producers that arise in his business for fulfil needs and manage effort for ensure realization protection law to interest consumer .

Protection consumer have broad coverage , covering _ protection consumer to goods and services , which started from Step activity for got goods and services until until consequences from usage goods and/ or service that . Scope protection consumer that could distinguished in two aspects , namely :

- 1) Protection to possibility item delivered _ to consumer no in accordance with what have agreed ;
- 2) Protection to enactment conditions that are not fair to consumer .

Importance protection law for consumer caused position bid weak consumers . _ Protection law to consumer require existence siding to position weak bargaining power (consumers). Protection law for consumer is something big problem , with _ continuous global competition growing . Protection law very needed in competition and abundance product as well as service that puts consumer in position weak bargain . _

The term " protection " consumer " related " with protection law . because of that , protection consumer contain aspect law . As for the material that gets protection that no just physical , but moreover the rights that are abstract . In other words, protection consumer actually identical with protection provided _ law to rights consumer . Protection consumer identical with protection provided by law _ to rights consumer . by general known 4 (four) rights base consumers , namely :

- 1) Right for got security (*The Right to Safety*)

Consumer entitled got security and the goods and services offered to him . Product goods and services that no can endanger if consumed so that consumer no harmed good by physical or spiritual more to goods and/ or services produced and marketed by actors _ risky business _ very high .

- 2) Right for got information (*The Right to be Informed*)

Every product introduced _ to consumer should accompanied correct information _ good by verbally , through advertisements in various media, or include in packaging product (goods). This thing aims for consumers no get wrong views and images _ on product goods and services.

- 3) Rights for choose (*The Right to Choose*)

Consumer entitled for determine the choice in consume something product . Neither does he can get pressure and coercion from party outside so that he no have freedom for buy or no buy .

- 4) Rights for heard (*The Right to be Heard*)

Right this related close with right for got information . This caused information provided by interested parties _ _ often no enough satisfying consumer .

According to Mieke Komar Kantaatmadja agreement sell buy done _ through the internet electronic media is none other than is expansion from draft agreement sell buy existing _ in We p Civil Law Act . Agreement jaul buy through this internet own base law trading conventional or sell buy in law civil . The difference is that agreement through this internet character special because there is element very important role dominant of media and tools _ electronics .

Transaction Process by *online* basically _ no far different with transaction processing sell buy in general in the real world . As in trading conventional , sell buy through electronic or transaction *online* raise engagement Among party for give something achievement . Implication from engagement that is emergence rights and obligations that must be fulfilled by the parties involved , the parties in fixed online transactions subject to conditions Constitution Number 8 of 1999 concerning Protection Consumers . Constitution this aim for give protection to consumer as well as push perpetrator business for behave honest and responsible answer in operate his business so that give certainty law good for consumer nor perpetrator effort . Constitution Number 8 of 1999 concerning Protection Consumer arrange about rights consumer , in Article 4 exists eight rights which are explicit explained whereas one right final formulated by open . rights consumer the as following :

- (a) Right on comfort , security , and safety in consume goods and/ or services ;
- (b) Right for choose goods and/ or service as well as got goods and/ or service the in accordance with mark exchange and conditions as well as promised guarantee ; _
- (c) Right on correct , clear , and honest information about conditions and guarantees goods and/ or services ;
- (d) Right for heard opinions and complaints on goods and/ or services used ; _
- (e) Right for got advocacy protection , and effort solution dispute protection consumer by proper ;
- (f) Right for got coaching and education consumers ;
- (g) Right for treated or served by true and honest as well as no discriminatory ;
- (h) Right for got compensation , replace loss and/ or replacement , if goods and/ or services received _ no with agreement or no as should ;
- (i) Regulated rights _ in provision regulation legislation other . As consequence from existence right consumer , then perpetrator business charged with obligations as set in Article 7 of the Law Number 8 of 1999 concerning Protection Consumers , namely :
 - (a) Intention good in To do activity his business ;
 - (b) Giving correct , clear and honest information _ about conditions and guarantees goods and/ or service as well as give explanation use , repair , and maintenance ;
 - (c) Treat or serve consumer by true and honest as well as tridak discriminatory ;
 - (d) Guarantee quality goods and/ or services produced and / or traded based on provision standard quality goods and/ or applicable services ; _
 - (e) Giving opportunity to consumer for test and/ or try goods and/ or service certain as well as give guarantee and/ or warranty on goods made and / or traded ; _
 - (f) Giving compensation , replace loss , and/ or replacement on loss consequence use , use and use goods and/ or traded services ; _
 - (g) Giving compensation , replace loss and/ or replacement if goods and/ or services received _ or utilized no in accordance with agreement .

2.3 Protection to Consumer in Thing Solution Dispute Online Transaction

Online transaction done through the internet so that in the transaction process Among consumers and actors business no face to face advance by straight away . Agreement in online transaction poured in contract electronics , realization from contract

electronic if in accordance with what have _ agreed by consumers and actors business so connection law Among both of them already done , however if in realization contract electronic the no in accordance so cause problem. Problem this arise consequence from one 's dissatisfaction or second split party , problem about consumer common called with dispute consumer .

Solution dispute consumer in online transactions can use provision Constitution Number 8 of 1999 concerning Protection Consumers , Article 23 of the Law Number 8 of 1999 concerning Protection Consumer mention that if perpetrator business refuse and/ or no give feedback and/ or no fulfil change make a loss on demands consumer , then consumer given right for sue perpetrator effort and finish disputes that arise through the Settlement Body Dispute Consumer or with method submit lawsuit to court on the spot position consumer that . That thing match with Article 45 Paragraph 1 Law Invite Protection Consumers who mention “ Every ” harmed consumers _ could sue perpetrator business through agency in charge complete dispute Among consumers and actors business or through Justice who are in the environment Justice general ". Based on provision that , consumer guaranteed by law for could maintain his rights to perpetrator business , other than that consumers are also given choice for determine shape solution dispute that will chosen as specified in Article 45 paragraph 2 of the Law _ Number 8 of 1999 concerning Protection Consumer i.e. " solution " dispute consumer could taken through court or outside court based on choice voluntarily by the disputing parties ”.

Effort solution dispute consumer according to provision Constitution Number 8 of 1999 concerning Protection Consumer there is two options , namely :

(a) Through judiciary in the neighborhood _ Justice general .

There are several how can _ worn in the process of proceedings in solution dispute consumers in court , namely :

(1) Lawsuit civil ordinary / conventional ;

(2) Lawsuit civil lawsuit group or *class actions* ;

In Constitution Number 8 of 1999 concerning Protection Consumer lawsuit group or *class action* has been stated in Article 46 paragraph 1 letter b which states : that lawsuit on violation perpetrator business could done by a group consumers who have the same interests . In Thing this lawsuit group should submitted by a group real consumers _ harmed and can proved by law .

(3) *Legal standing* .

Legal standing is a legal process that is proposed by a institution in Thing this is the Protection Agency Consumer Non- Governmental Organization (LPKSM). LPKSM is non- governmental institutions registered and recognized by the government To use To do activity about protection consumer .

(b) Through agency in charge complete dispute consumer (in Thing this is the Settlement Agency Dispute consumers).

Duties and powers of the Settlement Body Dispute Consumer as set in Constitution Number 8 of 1999 concerning Protection Consumer Article 52 jo. Decision letter minister industry and trade Number 350/ MPP.Kep /12/2001 regarding Implementation the duties and authorities of the Settlement Body Dispute Consumers .

Based on what has been formulated in Article 52 above , the settlement dispute consumer through agency in charge complete dispute consumer done in 3 (three) ways , namely :

a) Conciliation

Conciliation taken on one of the initiatives party or the parties , while The BPSK Assembly behaves passive as conciliator . BPSK assembly on duty as intermediary between the disputing parties .

inside _ conciliation , a conciliator will clarify problems that occurred and joined in the middle of the parties , but not enough active compared with a mediator in offer options (*options*) solution something dispute .

b) Mediation

Same thing with conciliation , way mediation taken on one of the initiatives party or the parties . The difference with conciliation , on mediation The BPSK Assembly behaves active as intermediary and advisor .

c) Arbitration

How to solve dispute consumer with method arbitration namely the parties deliver fully to BPSK assembly for decide and finish dispute consumers that occur.

Besides effort solution dispute consumer through track court nor outside court , law Number 8 of 1999 concerning Protection Consumers also open opportunity for the disputing parties _ for strive solution dispute by peace . On explanation Article 45 paragraph 2 of the Law Number 8 of 1999 concerning Protection Consumer give definition solution by peace is the solution made by the two split disputing party (perpetrator) businesses and consumers) without through court or Settlement Body Dispute Consumers and not contrary with Constitution Number 8 of 1999 concerning Protection Consumers . Solution by peace could means solution with method discussion Among perpetrator business and consumer for reach agreement about shape and size change loss .

IV. Conclusion

Transaction Process online basically _ no different with transaction sell buy in general, mainstream media in transaction online is the internet. Protection law identical with protection to rights regulated consumers _ in Article 4 of the Law Number 8 of 1999 concerning Protection Consumers. Besides that shape protection law to consumer is solution dispute consumer. In transaction online position bid (bargaining position) consumers very weakness that causes rights consumers on transactions very online vulnerable violated Thing this because transaction online done with without stare advance by direct and between consumers and actors business no each other know. So that required capable regulation _ accommodate rights consumer as well as protect her in activity transaction on line.

Even though has there is Constitution Information and Transactions Electronics , however in level enforcement the law still not yet effective for protect rights consumer from act crime transaction on line.

Need existence study and research more carry on about law protection consumer in activity transaction online, for strive existence umbrella law for rights frequent consumers _ violated by the perpetrator act crime with using online media (Cyber Crime).

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