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Revisiting the Consumer Protection Law in the digital-based business era: A Study of Trade Law

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Abstract

This study discusses the review of consumer protection law in the era of internet-based trade. The author believes that along with technological advances, more and more business transactions are carried out electronically. So along with that, there are also business actions that harm consumers. For this reason, the author has conducted a search for scientific evidence to support the hypothesis of this study on a number of databases that discuss the issue in question. We then analyze the data to get a valid and convincing understanding. Based on the findings and discussion of the results, we can conclude that the consumer protection law needs to be strengthened with more binding rules while still taking into account the basic existing consumer protection laws, namely UUPK article 4 of electronic trading regulations.

I. Introduction

Keywords

UUPK; consumer protection; ecommerce and review



Economic growth in the digital era directly impacts the increasingly widespread violation of customer rights (Pasini, 2021; S.O. Manullang, 2021; S.O. Manullang, 2021). Even though there is currently Law Number 8 of 1999 concerning Consumer Protection, the fate of consumer safety is still emphasized due to the implementation of the guidelines, weak management, and the absence of strict control over the purpose of buyer transactions. For this reason, the National Consumer Protection Agency surveyed that the presence of an advanced economy in the technology era must be balanced with customer policing. It is important to give public trust in online business (Glover & Benbasat, 2010). They understand that there are still different buyer objections concerning electronic commerce or web-based business against financial innovations today. Customer security is very persuasive from a monetary aspect. Because the Indonesian economy is very dependent on its utilization, so the use of this family must be maintained by maintaining trust between buyers and business people. Then from the social aspect, customer security protects the community; how does the state exist for activities that are not legitimized by regulations. Therefore, it is necessary to review regulations protecting the fate of online business customers (Chiu et al., 2014; Andrian Sudarso, et al. 2021).

The new SNI obligation has 150 products from Indonesia's thousands of products and services. Then, Veri also explained that his party also asked consumers to be more careful in buying goods (Disemadi et al., 2020). Consumers are advised to pay attention to the standard clauses given by business actors before buying. This is done to stay away from debates or misfortunes for purchasers. Furthermore, purchasers should likewise focus on the accessibility of client manuals or manuals while purchasing items. As per him, without a client manual, it shows the products are unlawful. His party currently has around 800 specialists to screen exchanges that abuse buyer privileges. Veri added that assuming there is a customer infringement, the culprit, as per the Consumer Protection Law, can be accused of the most excellent crook approval of 5 years in jail and a fine of IDR 2 billion. Furthermore, authoritative authorizations stick to the disavowal of operating permits (Atikah, 2020; Erika Revida et al., 2021).

Concerning the significance of purchaser security in the period of the advanced economy, Bank Indonesia keeps on fortifying the Indonesian buyer insurance biological system amid the difficulties of the fast improvement of computerized monetary development (Hapsari & Sinurat, 2021; S.O. Manullang., 2020). In addition to other things, this is shown by further developing buyer security arrangements through PBI No.22/20/PBI/2020 concerning Bank Indonesia Consumer Protection, which has been viable since December 22, 2020. The change of buyer insurance arrangements is also a force to help the National Consumer Day, which the Government did not entirely settle on April 20. Those are the subjects that surfaced in the virtual socialization of the PBI on Bank Indonesia Consumer Protection today. In this action, BI Deputy Governor Doni P. Joewono conveyed the requirement for help and collaboration from all important gatherings in making a solid buyer security biological system in Indonesia. Great and solid purchaser security will thus uphold monetary framework steadiness and back the speed increase of public financial development (Gabor & Brooks, 2017).

Furthermore, Deputy Governor Doni conveyed three reasons why it was necessary to reform BI's consumer protection provisions. First, a harmonious arrangement regarding consumer protection for public institutions' overall authority needs to be harmonious, including BI. Second, the commitment to implementing consumer protection encourages realizing consumer and market confidence, which are essential in maintaining Financial System Stability to encourage high and sustainable growth (Ahmed et al., 2015). Third, make consumer protection in line with developments in international best practices. Strengthening consumer protection is a shared responsibility of all relevant authorities and regulators, so the synergy between Ministries and Institutions is needed to support the National Strategy for Consumer Protection which the Government launched in 2017. BI actively participates in the achievement of STRANDS-PK, particularly in the Trade Transactions through Electronic Systems and Financial Services Sector. BI also cooperates according to the Memorandum of Understanding in synergizing the provision of Consumer Protection Portals with Ministries/Agencies in handling consumer complaints and takes an active role in the National Strategy for Financial Inclusion (Volz, 2017).

Then again, in Indonesia, there is no private information insurance regulation that can be a lawful umbrella to safeguard buyers' individual information and the more extensive local area. The more drawn out the law is given, the more prominent the number of customers and the more extensive local area who become casualties of utilizing their information by untrustworthy gatherings (Raynor et al., 2011). Like this, the public authority needs to settle the individual information classification regulation as one of the fundamental needs. The presence of the individual information assurance regulation is unquestionably profoundly anticipated by all gatherings, taking into account that the privacy of individual information is essential for everyday freedoms, which should be regarded and secured (Kasriel-Alexander, 2016).

II. Research Method

This section will describe the stages of conducting a study that aims to obtain scientific facts and data that illustrate how to review consumer protection laws in businesses run in an all-technology era (Sandelowski, 2010). The author believes that the study of consumer protection law needs to be encouraged because business changes in the digital era continue to develop. To get an understanding supported by facts and field data, we have conducted a series of data collections electronically on many consumer protection science databases in the trade era run by online machines (Lambert & Lambert, 2012). We cannot do data entirely without going through an in-depth study involving data coding, interpretation, and evaluation to get valid and reliable data friends to answer problems. This study comprehensively collects data electronically on several complications that actively discuss consumer protection issues in the digital era of business. Our data search is carried out using a keyword system on the Google search engine to get the needed data. Meanwhile, our data reporting is designed in a descriptive qualitative study format with a phenomenological approach to understanding the problem from several data to get the essence of answering the problem (Bradshaw et al., 2017)

III. Result and Discussion

Customer protection law before going into the substance connected with the arrangements of the UK, it is better as far as we are concerned to recognize related terms that are natural to purchasers initially (Walters & James, 2011). The purchaser being examined for this situation is each client of labor and products for their own, family or family needs, and not to deliver different merchandise/administrations or to re-exchange them, the presence of customer exchanges which implies the course of proprietorship move or satisfaction in labor and products. From products suppliers or specialist organizations to consumers. Article 4 of the UUPK states that shopper privileges incorporate; the option to pick merchandise as well as administrations and to get such products and additional benefits as per the conversion scale and the guaranteed conditions and ensures; the option to the right, precise and legit data in regards to the circumstances and certifications of merchandise or potentially benefits; the option to acquire pay, pay or potentially substitution, if the merchandise, as well as administrations, got, are not as per the arrangement or not appropriately; and so forth.(Walters & James, 2011) Then again, the commitments for business entertainers as per Article 7 of the UUPK incorporate; giving right, transparent and fair data in regards to the condition and assurance of merchandise or potentially benefits as well as giving clarification of the utilization, fix and support; give remuneration, pay and additionally substitution if the products and additionally benefits got or used are not as per the understanding, and so on.

Article 8 of the UUPK denies business entertainers from exchanging products/benefits that are not as per the guarantees expressed in the mark, manners, depiction, ad, or advancement of the said merchandise offer and benefits. Given the article, the inconsistency between the details of the products they get with the merchandise recorded in the promotion/photograph of the merchandise offer is a type of infringement/preclusion for business entertainers in exchanging products (Fischer & Pascucci, 2017). In this way, as per Article 4 letter h of the UK, buyers are qualified for remuneration, pay, and substitution if the merchandise and additional benefits are not as per the arrangement or not as they ought to be. In the interim, as per Article 7 letter g of the PK Law, the business entertainer himself is obliged to give remuneration, payor potentially

substitution, if the merchandise and benefits got or used, are not as per the arrangement. Suppose the business entertainer does not do his commitments. In that case, the business entertainer can be rebuffed given Article 62 of the UUPK, which reads:5, "Business entertainers who abuse the arrangements as alluded to in Article 8, Article 9, Article 10, Article 13 passage (2), Article 15, Article 17 section (1) letter a, letter b, letter c, letter e, passage (2) and Article 18 will be condemned to a most extreme detainment of 5 (five) years or the greatest fine of IDR. 2,000,000,000.00 (Heidecke et al., 2021)

3.1 Electronic Contracts and Consumer Protection

Even though they are done on the web, in light of the ITE Law and PP PSTE, trading exchanges are perceived as responsible electronic exchanges. The Electronic Contract itself, as per Article 48 passage (3) of PP PSTE, must contain the accompanying issues; character information of the gatherings; items and determinations; Electronic Transaction prerequisites; costs and charges; techniques in case of dropping by the gatherings; arrangements that give freedoms to the bothered party to have the option to return the merchandise or potentially demand substitution of the item assuming there is a secret imperfection; and decision of regulation for Electronic Transaction settlement (Karo & Sebastian, 2019). In this manner, electronic exchanges that happen in cases can utilize the ITE Law and additionally PP PSTE instruments as a legitimate premise in tackling the issue. Concerning security, Article 49 section (1) of PP PSTE accentuates that Business Actors who offer items through the Electronic System are expected to give total and correct data connecting with contract terms, makers, and items advertised. The following section underlined that the Business Actor is obliged to give special contract offers or commercials data. Then the inquiry emerges that imagine a scenario in which the products for the buyer are not as per the arrangement (Busch & Busch, 2016).

Article 49 section (3) PP PSTE explicitly controls this matter; precisely, Business Actor is obliged to give a period limit for shoppers to return the products sent if they are not as per the arrangement or covered-up surrenders. Notwithstanding the two arrangements above, assuming it just so happens that the thing got does not match the photograph on the internet based store commercial (as a type of deal), we can likewise sue the Business Actor (for this situation, the merchant) in a standard way on the affection of a break of agreement on the deal and buy exchange how you manage the merchant. As per Ibrahim, (2011) in his book on "Contract Law," a default is carelessness or carelessness, which can appear as four conditions, namely; a) He did not do what it was guaranteed to do; he did what he guaranteed, yet not as guaranteed; b) Did what he guaranteed; however, it was past the point of no return—doing something that is not permitted to do as indicated by the arrangement. If one of these four circumstances happens, they can commonly sue the web-based merchant on the appearance of a default (for instance, the merchandise you get does not match the products' particulars (Wu, 2017)

3.2 Dispute Resolution in global E-Commerce

It is feasible to determine global E-Commerce questions, particularly those including little worth debates in the formal gathering, to be specific the Online Dispute Resolution, or online APS, which is a practical method for furnishing clients with fitting, cheap and compelling cures and diminish the assurance of cases in far off country (Duca et al., 2012) There are a few benefits for purchasers and business entertainers in E-Commerce exchanges in question goal through ODR: First set aside time and cash. This benefit is because the gatherings do not need to pay the costs that should be caused to go to the preliminary and the expenses. The speed of ODR is one of its natural benefits; gatherings

and neutrals do not have to head out to meet, they need not bother with to be available simultaneously, the time between entries can be short, settlements can be founded on archives alone. Second, typically the expense of standard debate goal administrations is a mix of question goal establishment charges, expenses, and unbiased party expenses, party expenses, lawful expenses. In ODR, some of these expenses are missing or fundamentally decreased (Omoola & Oseni, 2016).

Third, parties who use web access are more particular about managing the interaction they are going through because they can control and answer what occurs all the while without much of a stretch. Fourth, if the gatherings are hesitant to meet up close and personal, they can abstain from meeting with the contradicting party. Gatherings can abstain from feeling terrified or being scared simultaneously (Duca et al., 2012). This is a mental issue. In light of disconnected or conventional elective question goals, it can likewise be isolated into online debate goals, which should be possible through Online Arbitration. Innovative advancements that permit electronic trade to occur have enlivened electronic debate goals too. Amidst the unrest of the general set of laws that do not stay aware of the times and the fast headway of innovation, innovation has carved the possibility of online debate goals as online intervention (Arbitration). Online intervention is an appealing choice in the E-Commerce debate goal. The qualities of exchanges on the web are exchanges that cross topographical limits that interface buyers and business entertainers from different nations, bringing about questions. Where the ostensible worth of the debate is part of the way tiny, however, requires a quick goal, and the expenses are not excessively costly (Lekkas, 2015).

Different endeavors have been made, including giving Alternative Dispute Resolution on the web, like internet-based mediation. The online question goal started in 1995 with the foundation of a Virtual Magistrate at the Vilanova Center for Law and Technology (Ebner & Greenberg, 2020). The objective is to explicitly turn into a supplier of question goal administrations for online debates. The primary case was taken care of in 1996. An individual has recorded a claim for getting spontaneous commercials through email sent utilizing a location from American Online (AOL). AOL consented to answer this claim, and the virtual justice who dealt with the case allowed the offended party's case and requested AOL never again send messages containing promotions. Online Arbitration and Alternative Dispute Resolution are not vastly different from conventional assertion and Alternative Dispute Resolution. The main distinction is the strategy utilized, specifically electronic means and their execution. In internet-based discretion, case enrollment, determination of mediators, accommodation of reports, thought of authorities on account of an intervention court with more than one referee, independent direction, and notice of a choice are completed on the web (Deshmukh et al., 2020).

3.3 Legitimate insurance for trading electronically

Legitimate issues concerning buyers are progressively squeezing with the presence of E-Commerce exchanges with traders in different nations. Insignificant distance trading like this, extortion frequently happens, and customers should be safeguarded. Extortion can happen regarding the whereabouts of the merchant; the products bought, the cost of the merchandise, porches orders, and installments by the purchaser (Vorotyntseva et al., 2020) If the buy request is sent electronically as well as the cost per unit of the merchandise requested by the purchaser is supposed to be higher than the cost expressed in the buy request, it might likewise happen that the dealer concedes that he has not gotten installment from the purchaser, while truth be told the purchaser has sent his installment at the total cost of the products. The weakness of exchanges through the web (E-Commerce) makes purchasers wonder whether or not to do these exchanges. Hence, endeavors are expected to give security to E-Commerce exchanges, both preventive and abusive (Goodell & Huynh, 2020).

Preventive endeavors can be as customer mentalities that are generally cautious in shopping; purchasers should know whether the electronic shop visited can be relied upon. Likewise, dealers should give a security framework in exchanges; at present, two modes are, for the most part, utilized by merchants to be specific: The solid attachment layer (SSL) technique specifically safeguards individual data in the crate among purchasers and merchants, the security of information sent over the organization is likewise ensured (Bhor & Kalla, 2020). Customers in making exchanges should guarantee that the information is as great encryption. This can be discovered and checked through the presentation in a bit of symbol as a critical picture, and the key should not be broken or harmed during an exchange. As well as seeing the picture of the key, it can likewise be made sure that the dealer site, which generally begins with HTTP, should change to HTTPS during the exchange cycle. Secure electronic exchange (SET) technique SET utilizes advanced testaments to demonstrate that shoppers and dealers reserve the option to utilize and acknowledge charge cards. SET is an electronic gadget that allows dealers to check buyer marks on the rear of Mastercards. SET gives way to purchasers and brokers to distinguish each other before making an exchange so installments can be destined to be correct (Disemadi et al., 2020)

A delegate business is the foundation of guidelines that explicitly control E-Commerce. Among them that can be utilized as rules for making E-Commerce guidelines are Uncitral Model law of E-Commerce (Li & Karahanna, 2015). The fundamental standards illustrated are a. All electronic data as electronic information that can be said to have legitimate results. b. If the law expects that data should be in a composed structure, then electronic information can satisfy the prerequisites. On account of a signature, an electronic mark is a substantial mark. As far as the strength of confirmation of the information being referred to, the information message has the force of verification. Electronic Transaction Act in Singapore A few things are illustrated (Taddei & Contena, 2013). There is no contrast between electronic information and paper records. Electronic information can supplant a composed record. The gatherings can go into an agreement electronic information hosts, they should concur on the information. Eu Model Law of Electronic Commerce There is essential things that should be considered (Megaw & Flowerday, 2010).

Every state will guarantee that its broad set of laws permits agreements to be made using electronic means. Notwithstanding, part nations can likewise make exemptions for the above arrangements for this situation: Contracts in making/directing courts overland. Contracts are managed in family regulation. Guarantee contract. Contracts including court authority. Legitimate cures that can be taken are default in exchanges through the web (E-Commerce). The E-Commerce deal and buy exchange is workable for default by one of the gatherings. Presently the issue is what lawful cures can be taken by the party who feels oppressed. The UK buyer debate goal is managed in Chapter X, which comprises four articles, beginning from Article 45 to Article 48. Through the arrangements of Article 45 passage (1) of the UK, it tends to be seen that to determine shopper questions, there are two choices, specifically: accountable for settling debates among buyers and business entertainers. Through the legal executive inside the overall legal executive. Article 45 passage of the UK states: "Customer question goal can be sought after through the courts or outside the court given a willful selection of disputants." agreeable settlement by the gatherings to the debate (Saarijärvi et al., 2017)

The clarification of article 45 passage, specifically the settlement of buyer questions as alluded to in this section, does not preclude the chance of a quiet settlement by the gatherings to the debate. At each stage, endeavors are made to utilize a genial settlement by the two players in the debate. What is implied by the amicable settlement is a settlement done by the two players to the question (business entertainers and buyers) without going through a court or shopper debate settlement office and not going against this law (Niranjanamurthy & Chahar, 2013). From this article, it very well may be reasoned that there are two methods for settling buyer debates: courts and out-of-court settlements. Settlement of questions through the courts is directed in Article 48 of the UK, which specifies that the settlement of debates through the courts alludes to the arrangements concerning general courts that apply by considering the arrangements in Article 45 above.

The arrangement of Article 45 for this situation is because of how shopper settlement through the courts is just conceivable if: The gatherings have not yet picked a work to resolve buyer questions outside the court. Endeavors to determine purchaser questions outside the court were pronounced fruitless by one of the gatherings or by the questioning gatherings. Settlement of debates emerging from the business world is a different issue since business entertainers face specific questions; they will be confronted with a long and expensive legal cycle (Strievi, 2010). In contrast, the ideal question goal is quick and reasonable in the business world. In the meantime, the out-of-court settlement is directed in Article 47 of the UK, which specifies that the settlement of purchaser questions outside the court is held to arrive at an understanding concerning the structure and measure of pay or potentially in regards to specific activities to guarantee that the misfortunes endured by buyers will not happen once more or will not be rehashed. Debate goals outside the court can be through the customer question settlement organization (BPSK). Albeit not an absolute requirement to be taken by customers. The BPSK choice itself has the lawful ability to give shock treatment to mischievous business entertainers because the choice is utilized as absolute proof for specialists. The UK gives BPSK the position to force authoritative authorizations on business entertainers who disregard specific disallowances. In the interim, regarding the execution of BPSK's choice, an execution assurance should be mentioned in court (Wijaya et al., 2019). Out-of-court question goal foundations carried out through BPSK are explicitly for individual buyers who have debates with business entertainers. Buyers genuinely require the idea of a question goal that is quick and modest. BPSK has done this because it is expected to determine customer questions in 21 days since the claim is gotten (Salles, 2017).

One more out-of-court question goal is the Alternative Dispute Resolution, which the UK can utilize as intervention, intercession, and union. The well-known types of ADR utilized incorporate Good Office, Mediation, and Conciliation in the business world (Sun & Zoubir, 2018). The three types of ADR are usually a progression of associated interrelated frameworks and place intercession in the center. The system functions as follows: Great office is associated with intercession with frameworks and cycles: The gatherings are urged to seek answers between themselves. At this stage, as a nonpartisan outsider, the middle person has not interceded in managing the debate goal process. If a tradeoff question settlement is reached between the gatherings, the gatherings present the split the difference to the middle person (Keshavjee, 2013). The gatherings do not arrive at a tradeoff settlement then: The following settlement process is completed under the direction of a go-between who is a nonpartisan outsider. It does not work as an adjudicator approved to decide. Thus, until a tradeoff is reached, it remains altogether up to the desire

of the two players. If a tradeoff is not reached, the excellent office settlement framework associated with intercession is halted, and the interaction is ended. Intercession is associated with appearement. In The initial step, the question is handled through a gobetween with the accompanying arrangements: Since the underlying phase of the debate goal process, the gatherings are joined by a middle person as an impartial outsider (Kareem, 2017).

A tradeoff happens, and the consequence of the settlement is utilized as a tradeoff arrangement. If no tradeoff is reached in intervention, then: The assessment interaction will be gone on through mollification. The go-between changes his capacity and position as a conciliator in this situation. Regarding this, the conciliator has the power to endlessly figure out settlements to be proposed and proposed to the gatherings. If the gatherings do not consent to the arrangement made by the conciliator, it turns into a goal. If the gatherings do not consent to acknowledge and concur, it implies that intervention associated with placation faces an impasse, ending the settlement interaction.

Nonetheless, the three sorts of ADR, appropriate office, intervention, and pacification can remain solitary. They were not associated. Suppose the gatherings do not affirm the arrangement about the availability between the three. The hardships that emerge when a question happens between the gatherings in an E-Commerce exchange are concerning the decision of regulation that will be applied to act as the reason for settling the debate. This issue can be kept away from assuming the gatherings determine in the arrangement between them which regulation will apply and which court they decide to determine questions that might happen (Raul, 2021).

The issue of the decision of regulation and decision of the court can happen because E-Commerce is not just done by parties domiciled in Indonesia. However, parties from various nations can complete it. As indicated by Indonesian common procedural regulation, there is a question; then, at that point, the debate is submitted to the appointed authority to observe the law utilizing the accompanying techniques (Matompo, 2020). Closely resembling translation, legitimate revelation is made by deciding by giving understanding to a legal guideline by giving an illustration for the words in the guideline as per its legal standards. Broad understanding, known as the division of composing words, specific proper, and under the hand, is additionally partitioned into deeds and not deeds. One way to be characterized in a composed structure is to make printouts or duplicates of messages still in electronic structure. Be that as it may, Indonesian regulation does not permit it to be done along these lines (Hermawan & Sinaga, 2020).

IV. Conclusion

In the last part of this study, we will discuss the issues that we have summarized from a series of data studies that aim to obtain scientific evidence regarding the review of consumer protection law in the era of business being run electronically. Based on the analysis of the data we found, we believe that this study has been completed by obtaining valid data from various citations in the form of scientific publications or evidence of scientific studies that support these findings. As for the results, among others, we have done that consumer protection must be adjusted to electronic contracts where the law must be ready to protect consumers when they make transactions electronically. For consumers to be well protected, strict and, binding regulations are needed. The recorder is still in favor of consumers as regulated in electronic trading regulations. The following scientific proof is that legitimate convenience and protection must be put in place electronically when trading takes place.

This is important because consumers get protection equipped with regulations and legitimacy that provide security and comfort for consumers. The next scientific evidence is that in this increasingly sophisticated era where trade has been deployed utilizing electromagnets, the greater the risk than the Consumer for unnecessary treatment. Therefore, the law must ensure that consumer protection is not something new but continues to be updated in line with the development of business conducted electronically, both domestically and abroad.

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