

# CONSUMER DISPUTE IN ELECTRONIC TRANSACTIONS

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**Submission date:** 16-Dec-2023 12:25PM (UTC+0700)

**Submission ID:** 2260519115

**File name:** 9.pdf (537.87K)

**Word count:** 13104

**Character count:** 75009

## CONSUMER DISPUTE IN ELECTRONIC TRANSACTIONS: STATE OBLIGATION AND DISPUTE SETTLEMENT UNDER INDONESIA CONSUMER PROTECTION LAW

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### ABSTRACT

**Purpose:** The objective of this study is to identify and analyze the extent of governmental obligations under consumer protection laws in Indonesia with regards to the resolution of consumer disputes.

**Methods/design/approach:** The chosen research methodology used in this study was normative juridical, which included a comprehensive analysis of law, jurisprudence, and scholarly literature. This study adopts a statutory method, whereby legal materials such as Law Number 8 of 1999 on Consumer Protection, the Laws, the Civil Code, and other relevant laws and regulations are used as the legal foundation.

**Results:** The issue pertaining to consumer settlement in electronic transactions is analogous to the broader context of consumer dispute resolution. The regulatory framework for addressing such concerns is delineated in Chapter X of The Consumer Protection Act. The regulations pertaining to the rights and responsibilities of customers may be found in Articles 4 and 5 of Law No. 8 of 1999. Similarly, the rights and obligations of business actors are governed by Articles 6 and 7 of the same law. These articles govern the allocation or placement of consumers and corporate entities inside a business or trade transaction system. The provisions pertaining to the forbidden acts for business actors, as outlined in Law No. 8 of 1999, are specifically addressed in Articles 8 through 17. The need to oversee electronic transactions is stipulated in Article 29 and 30 of the consumer protection legislation. The overarching elucidation of these governmental rules posits that the oversight of consumer protection is conducted in collaboration between the government, the community, and LPKSM.

**Conclusion:** Online conflicts are not included by the Consumer Protection Act; instead, they are within the purview of the ITE Law. The term "consumer" as defined in the Consumer Protection Act refers specifically to the ultimate consumer. In contemporary times, the task of discerning between end customers and non-end consumers has grown more challenging, hence

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impeding the practical application of this concept. Hence, it is imperative to undertake a revision of the Consumer Protection Act.

**Keywords:** disputes settlement, consumer protection, electronic transactions, state obligation.

Received: 10/07/2023

Accepted: 11/10/2023

DOI: <https://doi.org/10.55908/sdgs.v11i10.1240>

## DISPUTA DE CONSUMIDOR EM TRANSAÇÕES ELETRÔNICAS: OBRIGAÇÃO DO ESTADO E RESOLUÇÃO DE LITÍGIOS SOB A LEI DE PROTEÇÃO DO CONSUMIDOR DA INDONÉSIA

### RESUMO

**Objetivo:** O objetivo deste estudo é identificar e analisar a extensão das obrigações governamentais sob as leis de proteção ao consumidor na Indonésia no que diz respeito à resolução de disputas de consumo.

**Métodos/desenho/abordagem:** A metodologia de pesquisa escolhida e utilizada neste estudo foi a jurídica normativa, que incluiu uma análise abrangente do direito, da jurisprudência e da literatura acadêmica. Este estudo adota um método estatutário, em que materiais jurídicos como a Lei Número 8 de 1999 sobre Defesa do Consumidor, as Leis, o Código Civil e outras leis e regulamentos relevantes são utilizados como base legal.

**Resultados:** A questão relativa à liquidação do consumidor nas transações eletrônicas é análoga ao contexto mais amplo da resolução de litígios de consumo. O quadro regulamentar para abordar tais preocupações é descrito no Capítulo dos intervenientes empresariais que são regidos pelos artigos 6.º e 7.º da mesma lei. Estes artigos regem a alocação ou colocação de consumidores e entidades corporativas dentro de um sistema de transações comerciais ou empresariais. As disposições relativas aos actos proibidos aos actores empresariais, conforme descrito na Lei n.º 8 de 1999, são especificamente abordadas nos artigos 8.º a 17.º. A necessidade de fiscalizar as transações eletrônicas está estipulada nos artigos 29.º e 30.º da legislação de protecção do consumidor. A elucidação abrangente destas regras governamentais postula que a supervisão da protecção do consumidor é conduzida em colaboração entre o governo, a comunidade e a LPKSM.

**Conclusão:** Os conflitos online não estão incluídos na Lei de Defesa do Consumidor; em vez disso, estão sob a alçada da Lei ITE. O termo “consumidor”, conforme definido na Lei de Protecção ao Consumidor, refere-se especificamente ao consumidor final. Na contemporaneidade, a tarefa de discernir entre clientes finais e consumidores não finais tem-se tornado mais desafiante, impedindo assim a aplicação prática deste conceito. Portanto, é imperativo realizar uma revisão da Lei de Defesa do Consumidor.

**Palavras-chave:** solução de controvérsias, defesa do consumidor, transações eletrônicas, obrigação estatal.

## 1 INTRODUCTION

As a consequence of the protracted Covid-19 outbreak, spanning over a year, both consumers and business entities have shown an increased reliance on electronic technologies [1]. The aforementioned circumstance may be attributed to the social



restriction policy implemented by the government, namely known as the Implementation of Community Activity Restrictions (PPKM) [2], To mitigate and minimize the transmission of COVID-19. Given the growing prevalence of electronic transactions, it becomes essential to establish a comprehensive framework of rules aimed at safeguarding the general public throughout the course of engaging in electronic trading endeavors [3]. The preservation of consumer protection is of utmost importance in order to augment the value of consumers, while simultaneously upholding the obligation of business entities to provide a diverse assortment of superior products and services [4]. The anticipation is that the implementation of enhanced consumer protection measures would lead to a corresponding rise in electronic trade transactions [5]. The Covid-19 pandemic seen a notable increase in digital transactions, potentially increasing the vulnerability of users to financial losses [6]. In the year 2020, during the global pandemic, a total of 299 trade complaints were registered through the electronic system. The primary concern voiced by complainants was to financial losses incurred in electronic transactions. There was a notable increase in complaints within the business sector as reported via the computerized system, with 18 complaints recorded in 2019, compared to 5 complaints in 2018 and 10 complaints in 2017. Due to this rationale, It is important to enhance the awareness of consumers of the mechanisms established by respective government agencies for lodging complaints or seeking settlement in consumer disputes, so enabling them to effectively exercise their rights. It is essential to safeguard consumers from alterations in business conduct arising from the use of this electronic system, so ensuring their persistent perception of transactional security. The government is actively working towards improving the enforcement of Law Number 8 of 1999, which focuses on safeguarding consumer rights, in order to effectively tackle the many consumer-related challenges that arise.

In addition to the Consumer Protection Law, Law Number 19 of 2016 Regarding Information and Electronic Transactions, Government Regulation (PP) Number 80 of 2019 Regarding Trading Through Electronic Trading Systems, and Minister of Trade Regulation Number 50 Year 2020 Regarding Provisions for Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Trading through electronic platforms. The prevalence of online transactions in response to the epidemic has necessitated the registration of user accounts, which involves the provision of personal data. This practice has resulted in challenges related to data retrieval, potentially leading



to illegal access by those with malicious intent, such as hackers [7]. The prevalence of electronic transactions has increased due to the emergence of Covid-19, hence elevating the potential danger of consumer loss. It is essential to enhance consumer awareness on the need of safeguarding their rights via the use of the designated channels for lodging complaints or engaging in consumer dispute resolution mechanisms established by respective governmental entities. Typically, it is important for consumers to be have the chance to lodge a complaint with the relevant corporate entity and, if necessary, pursue resolution via other avenues such as reporting to regulatory bodies, engaging in alternative dispute resolution mechanisms, and resorting to legal proceedings. The use of existing systems by consumers in Indonesia is infrequent, and the progress achieved so far remains limited [8]. In the event that attempts at resolving disputes between businesses and consumers via communication are unsuccessful, individuals have the option to escalate their general complaints to BPSK (Consumer Dispute Settlement Agency). BPSK has created a distinctive pattern of dispute resolution for electronic transactions in response to the growing prevalence of disputes in this domain. The legal matters that will be examined include issues pertaining to consumer safeguarding in electronic transactions amidst the COVID-19 Pandemic, as well as consumer grievances and patterns of resolution, as delineated in the comprehensive description provided.

## 2 THEORETICAL FRAMEWORK

The enactment of Law Number 8 of 1999 on Consumer Protection, also referred to as the Consumer Protection Law, has brought about a heightened sense of consciousness in terms of fostering a responsible mindset among commercial entities, as encapsulated by the principle of caveat venditor. The cultivation of a responsible mindset is important in order to attain a harmonious equilibrium between safeguarding the welfare of customers and the interests of corporate entities. The numerical value provided by the user is 8. The concepts included under the Consumer Protection Law encompass the principles of benefit, fairness, balance, consumer security and safety, and legal certainty. According to Article 4 of the Consumer Protection Law, consumer rights are outlined as follows [9]:

1. The entitlement to security, comfort, and safety while engaging in the consumption of products and/or services;



2. The entitlement to choose goods and/or services and acquire them in line with the promised exchange rate, conditions, and guarantees;
3. Consumers have the entitlement to accurate, transparent, and truthful information concerning the quality and assurance of products and/or services;
4. Consumers possess the right to express their opinions or grievances regarding the products and/or services they have utilized.
5. Consumers are entitled to access advocacy, protection, and effective mechanisms for resolving disputes related to consumer protection.
6. Consumers have the right to receive guidance and education aimed at enhancing their understanding of consumer matters;
7. Consumers should be treated or served in a fair and honest manner, without any form of discrimination.
8. The entitlement to get reparation, compensation, and/or substitution, in the event that the products and/or services obtained do not align with the agreed terms or fail to meet the expected standards;
9. Furthermore, it is important to note that there are other legal requirements that govern the regulation of rights.

Consumer protection law is a component of consumer law that encompasses regulatory principles and rules designed to safeguard the interests of consumers. Consumer law, on the other hand, pertains to the legal framework governing the interactions and disputes among different parties concerning consumer goods or services within society [10]. Nevertheless, there exists a counterargument positing that consumer protection legislation constitutes an integral component of consumer law. Consumer law encompasses a wide range of legal dimensions, since it addresses many elements pertaining to the interests of consumers. One facet of consumer law pertains to protection, specifically focusing on safeguarding consumer rights from external intervention [11]. The consumer protection legislation in Indonesia is founded upon a legally structured framework enacted by the government [12]. The implementation of consumer rights protection may be approached with a high level of confidence due to its solid legal foundation. The regulations pertaining to consumer protection legislation have been established and codified in legislation no. 8 of 1999, which specifically addresses the issue of consumer protection. According to Article 1, Section 1 of the UUPK, consumer protection refers to the collective measures undertaken to provide legal clarity and



safeguard the interests of consumers. The assurance of legal certainty plays a crucial role in safeguarding consumer protection, particularly in upholding consumer rights. This is achieved by the reinforcement of dedicated legislation, instilling confidence that commercial entities would refrain from engaging in arbitrary practices that detrimentally impact consumer rights.

### 3 METHOD

This study encompasses several forms of legal research. The process of legal research involves the identification and retrieval of rules of law, legal principles, and legal doctrines in order to address and resolve encountered legal issue [13]. The used research methodology was normative juridical, which included an analysis of legislation, jurisprudence, and doctrine. The normative juridical method entails doing an analysis based on primary legal sources, which involves studying theories, conceptions, legal principles, and statutory regulations relevant to the subject of this study. This methodology is sometimes referred to as the library approach, which involves doing research through examining books, laws, legislation, and other relevant materials. Research in the field employs both conceptual and statutory approaches. The conceptual method involves the examination and analysis of perspectives and doctrines that have emerged within the realm of scientific law. Through an examination of legal doctrines, researchers may uncover pertinent legal thoughts, concepts, and principles that are applicable to the matter under consideration. The statutory method involves a comprehensive examination of all relevant laws and regulations pertaining to the legal matters under consideration [14]. Normative legal research involves the use of library resources as primary data within the realm of scientific study. These library materials are classed as secondary data and include primary, secondary, and tertiary legal materials, which are also referred to as supporting materials. The key legal sources used as a foundation for legal arguments are Law Number 8 of 1999 pertaining to Consumer Protection, several statutes, the Civil Code, and other relevant legislations. Secondary legal materials are used as a foundational framework in the realm of law, taking the form of legal literature including issues, theses, dissertations, research findings pertaining to legal matters, expert viewpoints, and online resources. Tertiary legal resources, sometimes referred to as supporting legal materials, including legal dictionaries and the Big Indonesian Dictionary. In the statute approach method researchers need understand



the hierarchy, and the principles in the laws and regulations. It has been defined in Article 1 number 2 of the Republic of Indonesia Law Number 10 of 2004, statutory regulations are written regulations established by state institutions or authorized officials and generally binding. From this understanding, in a nutshell, it is said that what is meant by a statute is in the form of legislation and regulation. Thus the statutory approach is approach that uses legislation and regulation. This research focuses on consumer dispute resolution issues and consumer protection in electronic transactions during the COVID-19 pandemic in Indonesia.

## 4 DISCUSSION

### 4.1 LEGAL ARRANGEMENTS IN CONDUCTING ELECTRONIC TRANSACTIONS

The legal framework in Indonesia lacks explicit restrictions pertaining to electronic transactions. Consequently, the author makes reference to the traditional sale and purchase agreement structures outlined in the Civil Code as a means to address electronic transactions. Mieke Komar Kantaatmadja asserts that the use of Internet electronic media for the creation of a sale and buy agreement is an expansion of the underlying principles and framework delineated in the Civil Code pertaining to such agreements [15]. The online transactional agreement has a legal foundation in the realm of traditional commerce and civil law pertaining to buying and selling. The distinction lies in the uniqueness of this internet-based agreement, which is characterized by a prominent emphasis on the role of media and technological devices. As per the stipulations outlined in Article 1457 of the Civil Code, the act of buying and selling is a contractual arrangement whereby one party assumes the obligation to transfer ownership of a certain object, while the other party undertakes the responsibility to remunerate the agreed-upon price [16]. The fundamental components of a sale and buy agreement are the products being exchanged and the agreed-upon price. In accordance with the consensualism concept that governs agreements under the Civil Code, the sale and buy agreement was established upon the attainment of mutual "agreement" pertaining to the items and their corresponding pricing. A legally binding contract for the sale and purchase of products is established when both parties reach a mutual agreement on the specific items and their corresponding price. As per the provisions stated in Article 1458, the act of buying and selling is deemed to be consensual when both parties involved have mutually agreed upon the goods and price, regardless of whether the goods have been





delivered or the price has been paid [17]. It may be inferred that the mere use of the term "agreed" without the need for formal documentation or execution establishes a legally enforceable agreement, which has binding force upon the involved parties and operates as a legal obligation for those who enter into it. In practical implementation, the government has enacted legislative measures to safeguard consumer rights, particularly in the context of online transactions, via the enactment of the Consumer Protection Law (UUPK) and several other laws and regulations. The government has implemented the ITE Law as a policy measure pertaining to online transactions. The protection afforded to consumers in online business transactions, as stipulated by the Indonesian Consumer Protection Law (UUPK), is considered to be on par with the safeguards provided to customers engaging in direct or traditional transactions. Nevertheless, the government enacted the ITE Law in 2008. The aforementioned legislation governs electronic transactions, with a specific focus on Article 9. Within this article, it stipulates that entities engaged in commercial activities through electronic platforms are obligated to provide comprehensive and accurate details pertaining to contractual provisions, manufacturers, and the items being offered.

The national consumer protection agency in Indonesia has been assigned a mission under the UUPK, particularly in article 44, which pertains to Non-Governmental Consumer Protection Institutions [18]. The Consumer Protection Agency, specifically the coordinating LPKSM for the Soloraya region, has been actively engaged in outreach efforts at the sub-district and city levels since its inception. These initiatives aim to foster the consumer protection movement by addressing the prevalent lack of awareness among the public regarding their rights and responsibilities as consumers. Individuals must acquire knowledge of the procedural aspects and legal protocols that must be followed when confronted with a legal matter. In relation to the particular execution of Article 3 of Law No. 8 of 1999 pertaining to consumer protection, LPKSM has offered enhanced support via discussions aimed at addressing the challenges encountered by customers. If further support is required, such as attending legal proceedings, we are able to provide accompaniment services as per the preferences of our clients. Furthermore, our collaboration extends to the Department of Trade and Industry and the Surakarta City Government in conducting surveys pertaining to consumer-related policies, with the aim of effectively communicating societal issues to the government. Despite the existence of a consumer protection policy, the practical implementation of Articles 8 and 9 of the



UUPK has shown to be inadequate in addressing the needs of individuals. This is supported by the infractions that LPKSM often addresses within the Soloraya area. An illustration of this phenomenon is the existence of a discrepancy in pricing between the items that have expired and the prices at which they are being offered for sale. The actions undertaken by the LPKSM in pursuit of its objectives There exists a segment of individuals who lack awareness about their entitlements pertaining to consumer protection. Specifically, they may be unaware of their ability to lodge complaints regarding breaches to the relevant authority, LPKSM. Subsequently, LPKSM assumes the responsibility of representing customers by obtaining power of attorney, so enabling them to take appropriate action in safeguarding the interests of such consumers

#### 4.2 GOVERNMENT OVERSIGHT AND CONTROL FUNCTIONS IN THE CONSUMER PROTECTION ACT

The Consumer Protection Act, namely Article 29, controls the execution of counseling and monitoring tasks, as well as ensuring the application of consumer protection for traded products [19]:

1. The government has the responsibility of promoting the implementation of consumer protection measures, ensuring the entitlements of consumers and business entities, as well as enforcing the duties of consumers and business entities.
2. The government provides guidance on the execution of consumer protection, as mentioned in paragraph (1), via the involvement of the Minister and/or relevant technical ministers.
3. As mentioned in paragraph (2), the minister assumes the responsibility of coordinating the execution of consumer protection measures.
4. The promotion of consumer protection, as mentioned in paragraph (2), encompasses endeavors aimed at facilitating its implementation.
  - a. The creation of a business climate and the growth of a healthy relationship between business actors and consumers;
  - b. The development of non-governmental consumer protection institutions;
  - c. Improving the quality of human resources and increasing research and development activities in consumer protection.



5. A Government Regulation will be enacted to provide additional provisions aimed at promoting the execution of consumer protection measures.

In relation to the stipulations outlined in article 29 of the UUPK, a significant aspect contributing to consumer vulnerability pertains to the extent of comprehension and consciousness of their entitlements. This aspect needs further development and exhibits a correlation with inadequate consumer education. According to Article 29 of the PK Law, it is stipulated that the government has the responsibility of promoting the enforcement of consumer protection measures, with the aim of empowering consumers to exercise their rights. Consumer empowerment, in accordance with the principles of fairness and equilibrium, must not be damaging to the interests of commercial entities. Consumer protection is anticipated to foster a favorable economic environment and the emergence of robust enterprises capable of effectively navigating competitive markets via the provision of high-quality products and services. The government's initiatives to promote consumer protection, as stipulated by legislation, aim to guarantee the acquisition of consumer and corporate actors' rights and the fulfillment of their respective responsibilities in accordance with the concept of fairness.

Related to supervision is also regulated in Article 30 of the UUPK [20].

1. The government, the public, and non-governmental consumer protection groups are responsible for overseeing the execution of consumer protection measures and adherence to laws and regulations.
2. The government exercises supervision, as mentioned in paragraph (1), via the Minister and/or other relevant technical ministers.
3. Public and non-governmental consumer protection agencies oversee the products and/or services that are being circulated in the market.
4. In the event that the outcomes of monitoring, as mentioned in paragraph (3), diverge from the relevant rules and regulations and represent a threat to consumers. In such circumstances, the Minister and/or technical minister shall proceed to undertake appropriate measures in accordance with the relevant laws and regulations.
5. The regulations pertaining to the execution of supervisory responsibilities, as mentioned in paragraphs (1), (2), and (3), are established by a Government Regulation.



Upon examination of Article 30, it becomes evident that the oversight function places greater emphasis on the involvement of the community and Non-Governmental Organizations (NGOs) in consumer protection, as opposed to the government's role. The execution of this function is primarily entrusted to the relevant minister and/or technical ministers. According to paragraph (4) of Article 30, it is specified that in the event that public supervision and oversight by the Non-Governmental Organization for Consumer Protection reveal deviations from the prevailing laws and regulations that pose risks to consumers, the minister and/or technical minister will proceed to take appropriate measures in accordance with the established regulations. The existing regulatory framework. In order to ascertain the presence of non-compliant products or services in the market, the government relies on the submission of reports from the public and/or the Non-Governmental Consumer Protection Agency. Upon receipt of such reports, appropriate actions are taken by the government. The limited public awareness about the need of implementing preventative measures poses challenges, sometimes fostering an apathetic stance towards prevailing issues. Its only purpose is to notify the relevant authorities in the event of an issue, such as the contamination of an unsuitable food item. The act of consumption occurs either to the individual or their family. The sole entity anticipated to fulfill the supervisory responsibilities outlined in Article 30 is the Non-Governmental Consumer Protection Agency (LPKSM). However, executing the supervisory function, which entails conducting research, testing, and surveys on products or services suspected of contravening regulations, necessitates substantial financial resources. The implementation of supervisory activities may result in uneven outcomes. The government's role, initially perceived as ambiguous as it appeared to delegate the supervisory responsibility to the public and Non-Governmental Organizations (NGOs) for Consumer Protection, was subsequently addressed through the enactment of Government Regulation No. 58 of 2001. This regulation provided guidance and oversight for the implementation of consumer protection measures. Within this Regulation, the government has effectively fulfilled its supervisory role over both the community and LPKSM, but with a little variation in the focus of monitoring.

In more detail, this form of supervision is regulated in Article 8 PP No. 58 of 2001, that [21]:

1. The government conducts supervision over corporate entities to ensure compliance with quality standards in the production of products and/or services.



This includes monitoring adherence to standard labels and clauses, as well as regulating promotional activities, advertising practices, and the selling of goods and/or services to the public;

2. Supervision is conducted in several aspects of products and/or services, including manufacturing, bidding, promotion, advertising, and sales, as mentioned in paragraph (1);

3. The findings of the oversight mentioned in paragraph (2) have the potential to be made available to the general public;

4. The regulations pertaining to the oversight processes, as mentioned in paragraph (1), shall be established by the competent Minister and/or technical ministers together or individually within their respective areas of responsibility.

The manner of oversight conducted by the community is stipulated in Article 9 of **Government Regulation No. 58 of 2001 [21]**:

1. The public engages in the supervision of commodities and/or services that are in circulation within the market.

2. As mentioned in the preceding paragraph, supervision is conducted by means of study, experimentation, and surveys.

3. Supervision encompasses the dissemination of information pertaining to the potential hazards associated with the use of products, as mandated by relevant regulations. This involves affixing labels, engaging in advertising activities, and adhering to other obligations dictated by legislative laws and customary practices within the realm of company operations.

4. The outcomes of supervision mentioned in paragraph (2) have the potential to be publicly publicized and reported to the Minister and technical ministers.

The overarching rationale behind these government regulations posits that the oversight of consumer protection is conducted in collaboration between the government, the community, and LPKSM. This approach takes into account the diverse array of goods and/or services available in the market, as well as the expansive geographical expanse of Indonesia. Similarly, the advancement of business entities and the regulation of goods and/or services in circulation within the market serve not only to safeguard consumer interests but also to enhance the competitive advantage of business entities in the global market. The establishment of robust commercial relationships between corporate entities and customers may foster a favorable business environment. The government's



engagement in overseeing the economy of its citizens, including the interaction between business entities and consumers, is grounded in the principles of interest equilibrium, public oversight, and state intervention in economic endeavors. These principles are all rooted in facets of public law. The concept of balance is a fundamental notion. In this instance, the balance being discussed pertains to the equitable treatment of many stakeholders, including consumers, commercial entities, and the government, in terms of justice and their respective interests. The government's involvement in this relationship is not evident in commercial transactions that directly involve corporate entities and consumers. The government's pursuit of serving the public interest is not achieved by direct engagement between parties, but rather through the implementation of a range of policies and regulations as described in several laws. The connection between producers and consumers is subject to changes in legal structure as a result of the growing complexity of the economic system. The presence of the Consumer Protection Law allows for the redirection of caveat emptor impulses towards caveat merchants [22]. The number 27 is the integer that follows 26 and precedes 28 in the Caveat emptor refers to a circumstance in which customers are advised to exercise caution due to the advantageous position held by business entities. Specifically, it pertains to a situation where business actors are required to exercise prudence in their dealings with caveat vendors. Ultimately, it may be argued that consumers possess a comprehensive understanding of the concept of consumer protection.

#### 4.3 LEGAL PROTECTION FOR CONSUMERS IN ELECTRONIC TRANSACTIONS BASED ON LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION

Electronic transactions refer to the commercial activities of purchasing and selling goods or services that are conducted using internet-based platforms [23]. One of the distinguishing features or peculiarities of electronic transactions is the absence of a need for buyers, sellers, and/or business entities to physically interact throughout the process of purchasing and selling [24]. Forms of electronic transactions that the public can carry out are divided into 4 (four), namely,

Business to Business (B2B), Business to Consumer (B2C), Consumer to Consumer (C2C), and Business to Customer (B2C). In general, there are 4 (four) stages in conducting electronic transactions, namely as follows [25]:

1. Choose goods or products



2. Check detailed information on goods or products
3. Proses check out
4. Delivery

The successful execution of the aforementioned activities necessitates the provision of safeguards to ensure the security and safety of the involved parties engaged in online transactions. The term "protection" used in this context pertains to a kind of assurance that ensures the proper execution of rights and responsibilities by the interested parties, while safeguarding against any infringement by other parties participating in this transaction.

Consumer protection measures are often implemented at several stages of a transaction, namely before to the purchase (pre-buy), during the purchase, and afterwards to the purchase (post-purchase), in order to safeguard the rights and interests of consumers.

#### 20 4.4 BEFORE THE TRANSACTION (NO CONFLICT/PRE-PURCHASE)

Consumer protection may be effectively implemented prior to a transaction, via the establishment of rules and regulations aimed at safeguarding the interests of consumers. Consumers anticipate receiving pre-transaction protection via the implementation of rules and regulations, since there currently exist constraints and stipulations limiting interactions between consumers and commercial entities. Business entities are anticipated to proactively establish regulations in order to exercise more caution and vigilance in the operation of their enterprises.

Legal protection for customers prior to electronic transactions may be found in Law Number 8 of 1999 on Consumer Protection [3]:

- a. Article 4 of Law Number 8 of 1999 concerning Consumer Protection which regulates consumer rights, namely [3]:
  1. The right to choose goods and/or services;
  2. The right to correct, transparent, and honest information regarding the conditions and guarantees of goods and/or services.
- b. Article 7 of Law Number 8 of 1999 concerning Consumer Protection regulates the obligations of business actors in this matter of online Retailer Provider, consist of [3]:
  1. Have good faith in carrying out its business activities;



2. Provide correct, transparent, and honest information regarding the conditions and warranties of goods and/or services and provide explanations for use, repair, and maintenance.

2. When the transaction occurs

Legal protection for consumers that can be carried out at the time of the transaction can be seen in:

a. Law Number 8 of 1999 concerning Consumer Protection Article 4 which regulates consumer rights, namely:

1. The right to be treated or served properly and honestly and not discriminatory.

b. Law Number 8 of 1999 concerning Consumer Protection Article 7 which regulates the obligations of business actors, namely:

1. Treating or serving consumers properly and honestly and not discriminatory.

c. Article 18 of Law Number 8 of 1999 concerning Consumer Protection regulates the inclusion of standard clauses that are prohibited for business actors, in this case, online Retailer Providers that is

1. Online Retailer Provider forbidden states that Online Retailer Provider reserves the right to refuse the return of goods purchased by consumers (“items that have been purchased cannot be returned”). Consumers have the right to return the goods purchased to the Online Retailer Provider if it turns out the goods do not follow what was ordered by the consumer.

2. Online Retailer Provider forbidden states that Online Retailer Provider has the right to refuse the return of money paid for goods and/or services purchased by consumers. In Article 7, which regulates the obligations of business actors in this matter of Online Retailer Provider, one of its obligations is to provide compensation and/or compensation for losses suffered by consumers.

3. After the transaction

Legal protection for consumers at the time after the transaction (conflict/post-purchase) can be seen at:

Law Number 8 of 1999, which pertains to the protection of consumers, specifically addresses the provisions outlined in Article . The entitlement to convenience, security, and safety in the use of products and/or services;





1. The right to obtain goods and/or services following the exchange rate and the conditions and guarantees promised;
2. The right to have their opinions and complaints heard about the goods and/or services used;
3. The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
4. The right to receive compensation, compensation, and/or reimbursement if the goods and/or services received are not following the agreement or not as they should be.

Law Number 8 of 1999 concerning Consumer Protection Article 7 which regulates the obligations of business actors, namely

1. Provide guarantees and/or guarantees for goods made and/or traded;
2. Providing compensation, compensation, and/or reimbursement for losses resulting from the use, use, and utilization of traded goods and/or services;
3. Providing compensation, compensation, and/or reimbursement if the goods and/or services received or used are not following the agreement.

Law Number 8 of 1999, also known as the Consumer Protection Act, encompasses Article 45, which governs the legal recourse available for resolving disputes between consumers and business entities. Specifically, it outlines two avenues for seeking legal redress: through the District Court (PN) or outside the judicial system via the Consumer Dispute Settlement Agency (BPSK). The choice of which option to pursue is determined by the parties involved in the dispute. The crux of the matter is that a disagreement develops subsequent to a transaction involving the sale and purchase between the customer and the online Retailer Provider. Consumer protection is a legal safeguard that gives individuals the entitlement to seek advocacy, protection, and appropriate resolution of problems pertaining to consumer rights. The regulation pertaining to dispute settlement may be seen in Article 45 of Law Number 8 of 1999 on Consumer Protection:

1. In the above scenario, it is possible for any affected customer to initiate legal action against the business entity involved, namely the online Retailer Provider. This may be pursued either via a designated dispute resolution agency that specializes in settling conflicts between consumers and online Retailer Providers, or through the conventional court system within the broader legal framework.



2. The resolution of consumer disputes may be achieved either via judicial proceedings or by alternative conflict resolution methods, such as negotiation, mediation, or arbitration, depending on the voluntary agreement of the involved parties.

The purpose of these rules is to ensure that consumer rights are afforded optimal protection, hence instilling a feeling of confidence while engaging in electronic transactions. This is particularly crucial since consumer rights are more susceptible to infringement within the realm of electronic transactions. The presence of transactional electronic systems results in certain features, namely the absence of physical interactions between customers, sellers, and/or business entities. This lack of face-to-face contact may give rise to a range of issues. Assume that the customer incurs a financial detriment while engaging in an electronic transaction. As an instance, it is essential that the items or products received adhere to the prescribed sequence. In this scenario, the Online Retailer Provider assumes the responsibility of facilitating the return process for customers who want to exchange defective goods or products. The Online Retailer Provider then proceeds to replace these items with goods or products as per the consumers' requirements. The process of exchanging or returning merchandise may be seen on the website of the relevant online retail provider. Information on the procedure for returning or exchanging items in accordance with the order has been made available on several e-commerce platforms such as Tokopedia, Lazada, and Zalora. Consumers are required to adhere to the instructions or procedures outlined by the Online Retailer Provider. The Online Retailer Provider has effectively discharged its responsibility to provide recompense by facilitating the exchange or return of goods or products to customers, so affording them the chance and timeframe to return those items. This legal provision serves as a means of safeguarding consumer rights and providing legal protection to sellers and/or corporate entities, as they are obligated to execute their prescribed duties and responsibilities as stipulated in Law Number 8 of 1999 on Consumer Protection.

Law Number 8 of 1999, which pertains to Consumer Protection, explicitly delineates the entitlements of consumers and the responsibilities of corporate entities. Consumer protection is a legal safeguard that acknowledges the rights of consumers and the corresponding duties of business entities. In instances when business entities fail to fulfill their obligations pertaining to consumer rights, customers possess the legal recourse to initiate legal proceedings against these entities. In the context of electronic



transactions, it is incumbent upon the Online Retailer Provider to provide accurate, transparent, and truthful details pertaining to the state of the merchandise. Assume that the merchandise received by the consumer deviates from the specifications provided by the online retailer. In such circumstances, the customer has the entitlement to assert their rights, including the right to accurate, comprehensible, and truthful information on the state of the merchandise.

#### 4.5 CONSUMER PROTECTION IN ELECTRONIC TRANSACTIONS DURING THE COVID-19 PANDEMIC IN INDONESIA

Noncompliance with the provisions outlined in Law No. 8 of 1999 about Consumer Protection pertaining to consumer transactions, obligations, and prohibitions has the potential to engender conflicts between commercial entities and consumers. Consumer disputes pertain to instances when consumer rights have been infringed upon. The conflict may manifest as one party being deprived of or unable to exercise their entitlement due to the other party's failure to fulfill their duties. This might occur, for instance, when a consumer does not get the agreed-upon service or when a business actor does not receive the amount stipulated in the agreement. Similar to legal issues in general, the resolution of consumer disputes is crucial for fostering positive relationships between commercial entities and customers, ensuring that both parties are able to reclaim their respective rights as outlined in the agreement. The objective of resolving legal conflicts is to provide a mechanism that ensures the protection of the rights of all parties involved, so promoting justice and legal certainty in a manner that is suitable and acceptable.

The present study aims to examine the social constraints implemented in response to the global pandemic caused by the Corona Virus (Covid-19). The global epidemic has prompted a significant increase in the use of electronic transactions [26]. The Covid-19 epidemic has led to a heightened reliance on electronic platforms for transactions among consumers and commercial entities [27]. The increase in electronic transactions during the Covid-19 pandemic, adds to the risk of loss for consumers [28]. During the pandemic, consumer complaints related to online transactions spiked [29]. Consumer protection is a crucial factor in enhancing the welfare of customers while also upholding the responsibility of businesses to provide diverse high-quality goods and services. Consequently, such protection engenders a feeling of security within the society [30].

As per the Consumer Protection Act No. 8 of 1999, which pertains to Consumer Protection in the Republic of Indonesia, it is elucidated that consumer rights include the entitlement to convenience, assurance, and protection in the consumption of products and/or services. Individuals possess the entitlement to exercise their autonomy in selecting and acquiring goods and/or services, while adhering to prevailing exchange rates and the stipulated terms and assurances. Furthermore, individuals have the prerogative to receive fair and equitable treatment, devoid of any discriminatory practices, when availing themselves of goods and/or services. Additionally, individuals retain the right to seek redress, reparation, or compensation if the goods and/or services procured fail to align with the agreed-upon terms or do not meet the expected standards. Consumer Rights are outlined in Article 4 of the Consumer Protection Act (UUPK): [31]

1. The right to comfort, security and safety in consuming goods and/or services;
2. The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;
3. Right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to have their opinions and complaints heard about the goods and/or services used;
5. The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes;
6. The right to receive guidance and consumer education;
7. The right to be treated or served correctly and honestly and not discriminatory;
8. The right to receive compensation, if the goods and/or services received are not in accordance with the agreement or not as they should be;
9. The rights regulated in the provisions of other laws and regulations.

Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers [32]. It is stated that consumers are every person who uses goods and/or services available in the community, both for the benefit of oneself, family, other people, and other living creatures and not for trading [33]. Meanwhile, a business actor is any individual or business entity, whether in the form of a legal entity or not a legal entity



that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either alone or jointly through agreements for the implementation of business activities in various economic fields [7]. There are 5 (five) principles in consumer protection, namely the principle of benefit, justice, balance, security and consumer safety and legal certain can be explained as follows:

1. The principle of benefit is intended to mandate that all efforts in the implementation of consumer protection must provide the maximum benefit to the interests of consumers and business actors as a whole.
2. The principle of justice is intended so that the participation of all people can be realized maximally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly.
3. The principle of balance is intended to provide a balance between the interests of consumers, business actors, and the government in a material or spiritual sense.
4. The principle of consumer safety and security is intended to provide guarantees for security and safety to consumers in the use, use and utilization of goods and/or services consumed or used.
5. The principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in the implementation of consumer protection, and the state guarantees legal certainty.

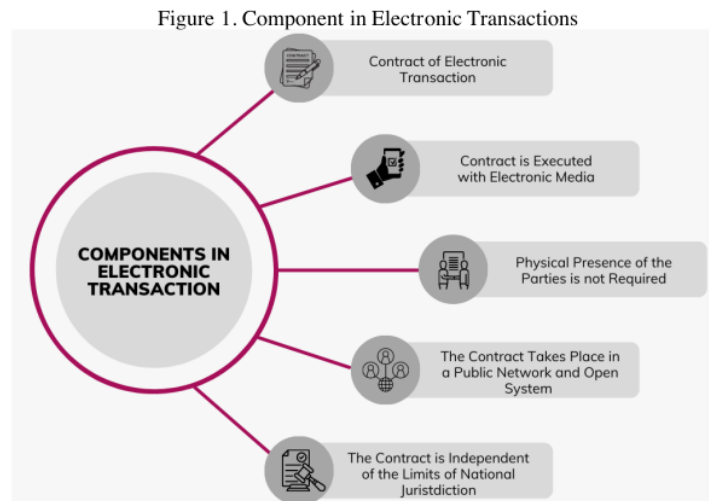
The implementation of the STRANAS-PK aims to provide consumers with enhanced protection and rights, specifically focusing on the welfare and prosperity of consumers. Consumers exhibit a heightened sense of confidence in their consumption patterns, leading them to engage in increased levels of consumption with the aim of making a more substantial contribution to the overall expansion of the economy. Hence, it is essential to include consumer welfare and empowerment as integral components of economic growth, whereby the adoption of efficient consumer protection regulations plays a crucial role. Electronic commerce, often known as e-commerce, is a transactional model that exhibits distinct features when compared to traditional transaction models. Notably, e-commerce has a unique attribute of global reach, extending beyond local boundaries. The novel approach has the capability to produce commerce via direct means, often referred to as online. This trade transaction has the potential to facilitate a paradigm shift in the realm of commerce, as it introduces the notion of telemarketing, which



involves conducting distant trading activities via the use of the internet [40]. Moreover, this approach enables the determination of both the quality and quantity of requested products and services, transcending geographical limitations and operating in a virtual environment. The prevalence of electronic commerce transactions, along with traditional transactions, has led to a heightened level of discernment and selectivity among consumers when it comes to product choices. This particular attractiveness has also begun to draw the attention of customers who engage in internet commerce transactions. In the context of electronic transactions, there exists a prevailing inclination towards the selection of arbitration forums for the purpose of resolving disputes. The purpose of upholding the reputation of the parties involved in the dispute is to ensure that the judgment rendered by the arbitration forum is seen as conclusive and obligatory. This decision aligns with the fundamental principles of electronic transactions, which emphasize cost-effectiveness, efficiency, and practicality [34].

In order to safeguard the interests of consumers, it is essential for the State to have a significant responsibility in raising consumer awareness about their rights and responsibilities. Consumer empowerment is of utmost importance. The objective of user empowerment is to enhance user knowledge, proficiency, and autonomy in order to safeguard oneself and mitigate any adverse experiences related to accessing necessary products or services. The presence of Law Number 11 of 2008 on Electronic Information and Transactions (ITE Law), which has been revised by Law No. 19 of 2016, serves as a fundamental legal framework for the facilitation of electronic commerce transactions. It is important to highlight that the regulations pertaining to electronic transactions are outlined in Article 1, paragraph 2 of Law Number 11 of 2008 on Information and Electronic Transactions. This article explicitly states that legal activities conducted using computers, computer networks, or other electronic platforms are included within its scope. Consequently, engaging in online commerce may be characterized as an electronic transaction, since it involves the lawful execution of commercial activities via the use of electronic means. When engaging in electronic transactions, it is essential for both corporate entities and consumers to provide accurate information and refrain from engaging in deceptive practices. Hence, in light of the enactment of Law No. 11 of 2008 on Electronic Information and Transactions, individuals and business entities are prohibited from disseminating deceptive and detrimental false information. Furthermore, consumers have the right to initiate legal proceedings against online transaction operators

in the event of any incurred losses. Furthermore, the enactment of Law Number 8 of 1999 on Consumer Protection is anticipated to enhance the comprehension and awareness of Indonesian citizens about the rights and responsibilities of commercial entities, therefore ensuring their accountability.



Sources: ( Liao and Cheung, 2001) [35]

An electronic contract is a standard contract that is designed, determined and disseminated digitally through a website (website) unilaterally by the contractor, to be closed digitally by the closing of the contract. The characteristics are as follows:

1. Electronic contracts can occur remotely and even beyond the borders of a country via the internet
2. The parties in the electronic contract have never met face to face (faceless nature), and may not even have met.

Business entities that engage in the provision of goods through electronic platforms are obligated to provide comprehensive and accurate details pertaining to contractual conditions, manufacturer information, and the items being sold. Business entities are required to provide explicit details on the contractual proposition or promotional material. The duties of business actors are stipulated in Article 7 of the Consumer Protection Law, as affirmed:

1. Have good intentions in conducting business activities;



2. Provide correct, clear, and honest information on the terms and conditions of the goods and / or services as well as provide explanations on their use, repair and maintenance;
3. Treat or serve consumers fairly and honestly and without discrimination;
4. Ensure the adherence to established quality standards for the production and/or trade of products and/or services, hence ensuring the quality of such goods and/or services;
5. In order to enhance customer experiences, it is essential to provide avenues for individuals to engage in product testing and/or trial periods for certain products and/or services. Additionally, it is crucial to give guarantees and/or warranties for items that are produced and/or exchanged;
6. Provide compensation for losses caused by the use, consumption of goods and / or services traded;
7. In the event that the products and/or services acquired or used do not align with the terms of the agreement, it is expected that compensation, damages, and/or replacement would be provided;

According to the Information Technology Act (ITE Act), online sale and buy transactions continue to be acknowledged as legally binding electronic transactions. The act of granting consent for the acquisition of goods via the act of clicking on a transaction agreement is a manifestation of agreement within the context of an electronic transaction agreement. In the context of electronic transactions between businesses and customers, the resolution of disputes may be achieved with more accuracy using an alternative method known as out-of-court settlement, specifically through the use of the Business Process for Settlement of Disputes (BPSK). The resolution of electronic disputes in law enforcement may be proactively achieved by implementing Norms that effectively deter breaches of consumer rights as outlined in relevant laws and regulations. In relation to the implementation of stringent legislation, it is important to note that Article 18 paragraph (4) of Law No. 19 of 2016, which pertains to the amendments made to Law Number 11 of 2008 on Information and Electronic Transactions, establishes the provision that both business entities and consumers possess the autonomy to select a suitable forum for the resolution of disputes. This may encompass judicial bodies, arbitration institutions, or other authorized entities that possess the jurisdiction to settle conflicts between the





involved parties. Parties that have incurred damages as a result of electronic activity have the ability to submit claims.

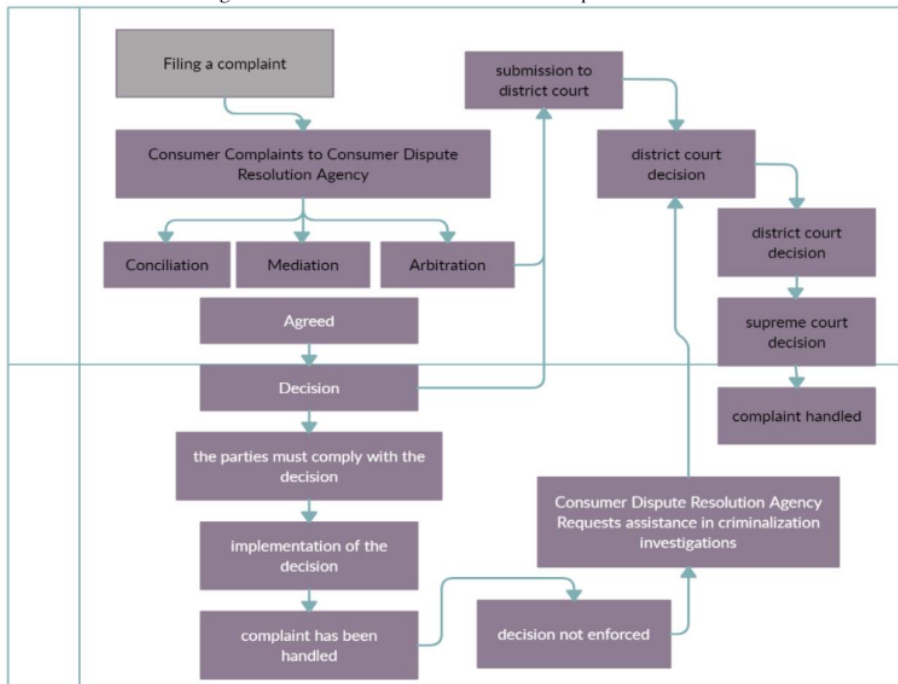
#### 4.6 CONSUMER DISPUTES AND SETTLEMENT PATTERNS

Consumer dispute resolution in Indonesia may be conducted via many methods, including both non-litigation mechanisms, which do not involve the court, and litigation processes, which include court involvement. The following discourse outlines prevalent consumer dispute resolution techniques often used within the Indonesian context:

The Consumer Dispute Settlement Board (BPSK) is an administrative body responsible for resolving disputes between consumers and businesses. BPSK is an established entity that serves as a platform for the resolution of conflicts between consumers and commercial entities. In the event that consumers are unable to reach a settlement via mediation or discussion, they have the option to file a formal request for dispute resolution to the Bureau of Consumer Protection and Standards (BPSK). The decision made by BPSK has ultimate authority and is legally obligatory for all parties involved.

The District Court is a specialized judicial body with the authority to adjudicate issues pertaining to consumers and commercial entities. In the event that mediation or the Business Process Standardization Kit (BPSK) fails to reach a resolution, the parties involved in the disagreement have the option to initiate legal proceedings by filing a case with the Consumer Court.

Figure 3. The Mechanism of Consumer Dispute Settlement



Sources: (Subagyono et.al., 2022) [32]

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In accordance with Article 46, paragraph (1), letter (B) of the Consumer Protection Act, it is stipulated that a collective action may be initiated by a group of consumers who share a common interest in seeking redress for a business actor's violation. This provision allows for the possibility of filing a lawsuit or claim when multiple consumers have incurred losses. Moreover, as indicated by Subagyono (2010), the submission of a lawsuit by a collective of consumers is made to the general court in accordance with the provisions outlined in Article 46, Paragraph 2 of the Consumer Protection Act. The establishment of the National Consumer Protection Agency (BPKN) was undertaken as a response to the ever-changing dynamics and increasing needs in consumer protection within society. The establishment of the National Consumer Protection Agency (BPKN) was based on the legal framework provided by Law No. 8 of 1999 on Consumer Protection (UUPK) and further elaborated by Government Regulation No. 57 of 2001, which outlines the responsibilities, functions, and composition of BPKN. The membership of BPKN Period I, which was created in line with Presidential Decree No. 150/M of 2004 about the Appointment of BPKN Members, consisted of a total of 17 individuals. This membership spanned the years 2004 to 2007. A total of twenty



individuals were selected as new members of the BPKN organization, bringing with them a fresh perspective and enthusiasm for the time spanning from 2009 to 2012. On October 11, 2013, the Third Period of the 2013-2016 term of office, a total of 23 individuals were appointed as members of the BPKN (Badan Pengawas Keuangan dan Pembangunan), representing various sectors including the government, academia, experts, and the Non-Governmental Consumer Protection Agency (LPKSM). This appointment was made by Presidential Decree of the Republic of Indonesia Number 80/P of 2013.

It is essential to acknowledge that the Consumer Protection Act (UU No. 8 of 1999) plays a significant role in ensuring consumer protection and upholding consumer rights throughout the resolution of consumer disputes. Consumers possess the entitlement to get an equitable and expeditious process for resolving disputes, without encountering additional challenges. Hence, in the event that you, as a customer, encounter a disagreement with a company entity, you may use the aforementioned dispute resolution framework to identify the optimal settlement. According to Article 45, Chapter X of Law Number 8 of 1999 on Consumer Protection (UUPK), it is stipulated that the parties involved in a consumer dispute must be the consumer. Consumer problems may be handled either via the judicial system or through alternative dispute resolution methods, such as negotiation, mediation, or arbitration, depending on the voluntary agreement of the involved parties. Article 45 of the UUPK encompasses many parts, including the damages incurred by customers and the legal actions initiated against business entities, which are subsequently resolved via judicial proceedings. In addition, it should be noted that Article 48 of the UUPK pertains to the resolution of conflicts by judicial means, namely within the framework of the general court, while taking into account the stipulations outlined in Article 45 of the UUPK. In addition, as stated in paragraph (1), dispute resolution may also be conducted extrajudicially. The out-of-court settlement may be facilitated by the use of the Consumer Dispute Resolution Agency (BPSK), as stipulated in Articles 49 to 58 of the UUPK [8].

In accordance with Article 1, paragraph (8) of the Decree issued by the Minister of Industry and Trade of the Republic of Indonesia, bearing the number 350/MPP/Kep/12/2001, the provisions for the execution of duties and authorities of the Consumer Dispute Resolution Agency are outlined:

“Consumer disputes refer to conflicts that arise between commercial entities and individuals who seek reparation for harm, environmental degradation, or



financial setbacks incurred due to the consumption of products or use of services.”

<sup>10</sup> In accordance with the provisions outlined in Article 23 of the Consumer Protection Law, a business entity that declines, fails to respond to, or neglects to fulfill the user's request for compensation as stipulated in Article 19, paragraphs (1), (2), (3), and (4), may be subject to legal action through a consumer dispute resolution agent or brought before the judiciary in the jurisdiction where the consumer resides. Consumer conflicts arise as a result of:

- <sup>20</sup> 1. Violation of the rights and obligations of consumers'/business actors;
- <sup>60</sup> 2. The Consumer Protection Law encompasses Article 4 through Article 18, which delineate the rights and duties of Business Actors and Consumers. These articles also outline the forbidden actions for Business Actors and provide regulations regarding the inclusion of standard clauses;
3. Failure.

<sup>51</sup> The settlement of conflicts via arbitration procedures, as stipulated by Law Number 30 of 1999 on Arbitration and Alternative Dispute settlement, and the resolution of disputes through the Consumer Dispute Settlement Agency, in accordance with the provisions of the Consumer Protection Act. The Consumer Protection Law is often breached by both local and international commercial players, resulting in an evident imbalance of power between these actors and consumers, with consumers being at a disadvantage. Consequently, customers are the focal point of commercial endeavors for company entities aiming to maximize their profits, using strategies such as promotional campaigns, sales techniques, and standardized agreements that may lead to substantial financial losses for consumers. Occurrences of this kind ultimately result in conflicts between customers and producers [36]. <sup>15</sup> According to Article 46, Paragraph (1), Letter (b) of the Consumer Protection Law, the occurrence of losses experienced by a substantial number of consumers provides grounds for initiating a legal action, as it permits a group of consumers with shared interests to file a lawsuit against business entities that have violated consumer rights. Moreover, <sup>80</sup> in accordance with the stipulations outlined in article 46, paragraph (2) of the Consumer Protection Law, it is explicitly stated that "A legal action initiated by a collective of consumers shall be presented before the competent general court."



8 The establishment of the National Consumer Protection Agency (BPKN) was undertaken as a proactive measure to address the escalating demands and evolving landscape of consumer protection within contemporary society. The establishment of the BPKN was initiated in accordance with the stipulations outlined in Law No. 8 of 1999 on Consumer Protection (UUPK). This was then followed by the enactment of PP No. 57 of 2001, which defined the responsibilities, functions, and composition of the BPKN. The initial membership of BPKN during the 2004-2007 period consisted of 17 individuals, as established by Presidential Decree No. 150/M of 2004, which outlined the appointment process for BPKN members. A group of 20 individuals, known as the BPKN Period II term 2009-2012, was established under the authority of Presidential Decree of the Republic of Indonesia Number 80/P. On October 11, 2009, during the third term of the 2013-2016 period, the Republic of Indonesia issued Presidential Decree Number 80/P. In the year 2013, a total of 23 members were established for the BPKN (Badan Pengawas Keuangan dan Pembangunan Nasional), including individuals who serve as representatives from the government, academia, experts, and the Non-Governmental Consumer Protection Institution (LPKSM). The roles and responsibilities of the BPKN are outlined in Articles 33 and 34 of the Consumer Protection Law.

## 5 CONCLUSION

The issue of consumer settlement in electronic transactions is analogous to the broader topic of consumer dispute resolution. Specifically, Chapter X of The Consumer Protection Act governs this matter and has four articles.

1. According to Article 45, Paragraph (1) of Law no. 8 of 1999 on Consumer Protection (UUPK), individuals who have suffered injury as consumers have the right to initiate legal proceedings against business entities. These legal proceedings may be pursued via approved organizations responsible for resolving disputes between customers and business entities, or through the general justice system..
2. According to Article 45, Paragraph (2) of Law No. 8 of 1999 on Consumer Protection (UUPK), the settlement of consumer disputes may be conducted via two distinct methods: non-litigation mechanisms, which take place outside the court, and litigation mechanisms, which involve the judicial system.



Electronic transactions played a particularly vital role during the COVID-19 epidemic, as individuals relied on online platforms to meet their essential needs while adhering to social distancing measures. The Indonesian government, in collaboration with relevant agencies and organizations, has implemented several measures to safeguard the rights and interests of consumers involved in electronic transactions at present. The consumer protection legislation in Indonesia, namely legislation No. 8 of 1999 on Consumer Protection, comprehensively and definitively governs the rights and responsibilities of consumers and commercial entities. The regulations pertaining to the rights and responsibilities of customers may be found in Articles 4 and 5 of Law No. 8 of 1999. Similarly, the rights and obligations of business actors are governed by Articles 6 and 7 of the same law. These articles govern the allocation or placement of consumers and corporate entities within a business or trade transaction framework. The regulations pertaining to the forbidden acts for business actors in Law No. 8 of 1999 are delineated in Article 8 through Article 17. The enforcement of this component may be achieved by demonstrating that electronic commerce of products and/or services contravenes this rule. In the realm of electronic transactions, the principle of accountability extends to commercial entities, namely merchants, in instances when consumers discover that the products and/or services purchased do not conform to the agreed-upon terms. The regulations pertaining to the duty of business actors in Law No. 8 of 1999 are delineated in Articles 19 to 28. This component pertains to situations in which a commercial entity engages in actions that result in damage to customers.

The use of electronic transactions has been ingrained in contemporary society, serving as an essential component of daily life and offering solutions to many challenges, such as time constraints and enhanced comfort. The proactive resolution of electronic disputes in law enforcement may be achieved by the establishment of standards aimed at preventing infringements on user rights as defined by relevant laws and regulations. In relation to the topic of repressive law enforcement, it is important to consider the provisions outlined in Article 18, paragraph (4) of Law no. 19 of 2016. This particular law pertains to the Amendments made to Law Number 11 of 2008, which specifically addresses matters concerning Information and Electronic Transactions. According to this provision, both business actors and consumers possess the autonomy to select the appropriate forum for resolving any disputes that may arise. Such forums may include court institutions, arbitration institutions, or any other authorized institutions capable of



effectively resolving such disputes. There exists a disagreement or conflict amongst the involved parties. Parties who experience losses as a result of electronic activity have the ability to bring claims. Online conflicts are not included by the Consumer Protection Act; instead, they are within the purview of the ITE Law. The term "consumer" as defined in the Consumer Protection Act refers specifically to the ultimate consumer. In contemporary times, the task of discerning between end customers and other entities has grown more challenging, hence impeding the practical implementation of this approach. Hence, it is imperative to undertake a revision of the Consumer Protection Act.



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