

## **LEGAL PROTECTION FOR CONSUMERS IN SHOPEE E-COMMERCE ONLINE BUYING AND SELLING IS REVIEWED FROM LAW NO. 8 OF 1999 CONCERNING CONSUMER PROTECTION**

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### **ABSTRACT**

Legal protection for consumers in Shopee e-commerce online buying and selling is reviewed from Law No. 8 of 1999 on Consumer Protection. Electronic Commerce or e-commerce is one of the products of the times. This type of business transaction provides convenience and has many advantages compared to conventional or offline transactions. Consumer protection laws provide protection for consumers in Indonesia. Conflicts between business actors are based on unexpected things by consumers beforehand. The weak position of consumers with business actors in conducting online transactions is certainly very detrimental to consumers. Crimes in online media against the purchase and sale of products in the premises are the same as the crime of fraud. Conventional and online buying and selling differ only in the means of action, namely using an Electronic System. The purpose of this study is to find out how the law in Indonesia provides protection to consumers and how efforts are made by the government in developing or updating legal protection for consumers who make transactions through Shopee e-commerce. This study uses normative law research methods. Using a statute approach and a conceptual approach. Law Number 8 of 1999 (UUPK), Law Number 19 of 2016 (ITE Law) and Law as primary law. Secondary legal materials use books containing consumer protection, electronic trading books and utilize journals and articles that can be downloaded through websites available online. The results of this study discuss legal protection for consumers in conducting online transactions from the perspective of Law Number 8 of 1999 concerning Consumer Protection. The online transaction process has a distinctive characteristic where the medium used is the internet so that business actors and consumers do not meet directly. On the one hand, this condition is very beneficial for consumers, because consumers have many options to get the goods they buy, but on the other hand, violations of consumer rights are very risky, therefore legal protection for consumers in online transactions is needed.

**Keywords:** Consumer Protection, Business Actors, Ecommerce

## Introduction

The internet at the beginning of its emergence was used as a medium for research, communication and information activities, but it has developed until now the internet is used for various purposes such as sending messages, discussions, and even for business purposes around the world without having to go and leave where it is. Many people buy and sell through internet media, making money turnover so fast, so that many conventional traders sell their goods through internet media or online media. Therefore, it can be seen that a business transaction is no longer carried out directly but is carried out using internet services and other internet technology. This transaction in the community is also known as online buying and selling transactions or e-commerce. This is regulated in Article 1 paragraph 2 of Law Number 11 of 2008 concerning Information and Electronic Transactions.

In today's technological era, developments occur in all aspects of life, including trading activities. At first, trade was carried out in a conventional way, namely by meeting sellers and buyers to make buying and selling transactions. Along with the development of technology, the market as a place where demand and supply meet has changed. Buyers and sellers no longer have to meet face-to-face to make transactions. The emergence of the internet as a new medium has pushed this change to be more advanced. The speed, convenience, and low cost of internet are considerations for many people to use it, including to make transactions.<sup>1</sup>

With the advent of internet media, the form of distance and time is no longer an obstacle for everyone to make transactions. In addition to communicating, the internet has unexpectedly developed into a medium for doing business. Buying and selling transactions carried out through the media for business. Buying and selling transactions carried out through internet media are basically the same as buying and selling transactions in general.

The presence of e-commerce provides extraordinary progress to consumers, because consumers do not need to leave the house to shop, where the choice of goods and services is also diverse at relatively cheaper prices. This is a positive and negative challenge at the same time. It is said to be positive because this condition can provide benefits for consumers to freely choose the goods and services they want. Consumers have the freedom to determine the type and quality of goods/services according to their needs. It is said to be negative because this condition causes the position of consumers to be weaker than the position of business actors which results in disappointment and losses. One of the best e-commerce in Indonesia is Shopee. The increasingly advanced development of the internet is one of the driving factors for the development of e-commerce in Indonesia.

The use of e-commerce is also defined as a way of shopping online or selling by utilizing internet facilities where online shopping services are provided. E-commerce activities are a process where the dissemination, marketing, and sale of goods and services through an electronic system using the internet.<sup>2</sup> Online shopping activities have begun to grow and develop into a habit that is often done by people in this era. For modern people in Indonesia, online shopping is often and widely done, both through websites and online shopping sites, not only through websites or online shopping websites, now it can be through social media that we have, where with social media it is easier for us to shop online.

The emergence of e-commerce has a positive impact on the development and development of Indonesia, thereby expanding the space for transactions of goods and/or services to be able to cross the boundaries of a country's territory, by expanding the space for Indonesia to transact between countries of goods and/or services into more and more forms, both from abroad and domestically. By accessing our personal data to register using these online buying and selling services, we can use online buying and selling services that are in great demand by modern society today. Online shopping provides many conveniences for people who find it difficult to take their time to shop directly to their place.<sup>3</sup>

Consumer protection is all efforts that ensure legal certainty to provide protection to consumers, with a wider scope covering from the stage of obtaining goods or services to the consequences of using those goods or services.

## **Rivew Literature**

### **1. Theoretical and conceptual framework**

Consumer protection is a whole of regulations and laws that regulate the rights and obligations of consumers and producers that arise in their efforts to meet their needs and regulate their efforts to ensure the realization of legal protection for consumer interests, which can be fiat in all buying and selling transactions, directly or transactions that are widely used by everyone, namely online. Even with transactions that are not face-to-face, consumers are still entitled to get goods that are in accordance with the previous notification or goods that are in accordance with what has been promised.<sup>4</sup>

Law Number 8 of 1999 concerning consumer protection states that national development aims to realize a just and prosperous society that is equally materially and spiritually balanced in the era of economic democracy based on Pancasila and the 1945 Constitution. Therefore, the development of the national economy must be able to support the growth of the business world so that it is able to produce a variety of goods and services that have technological content that can improve the welfare of many people and at the

same time get certainty of goods and services obtained from trade without causing consumer losses. Considering the above, it is absolutely necessary to have a legislative apparatus to realize a balance in consumer protection and business actors so that a healthy economy is created, the law in question is Law number 8 of 1999 concerning consumer protection.

Consumers themselves provide definite guidelines for the implementation of consumer protection in Indonesia. Therefore, all parties must carry out their rights and obligations in accordance with what has been determined by law enforcement for the implementation of consumer protection in accordance with the rules that have been determined while still paying attention to justice and benefits for the parties.

The concept of legal responsibility is related to the concept of legal liability, that a person is legally responsible means that he is responsible for a sanction when it is contrary legal responsibility can be differentiated from legal responsibility can be differentiated from individual responsibility and collective responsibility. Individual liability is a person's responsibility for a violation committed by himself, while collective liability is an individual's responsibility for a violation committed by another person. The concept of legal liability is basically related, but not identical to the concept of legal obligation. An individual is legally obliged to behave in a certain way, if his behavior is contrary to the condition for compulsory action, but this coercive action is not necessarily aimed at articles 1365 to 1380 of the Civil Code.

In general, the principles of responsibility in law can be distinguished into The principle of responsibility based on the element of fault is a principle that is quite common in criminal and civil law. In the Criminal Code, especially articles 1365, 1366, and 1367, this principle is firmly held, this principle states, a person can only be held legally responsible if there is an element of wrongdoing. In article 1365 of the Criminal Code, which is commonly known as the article on unlawful acts, it requires the fulfillment of four main elements, namely the existence of acts, the existence of elements of wrongdoing, the existence of losses received, the existence of causal relationships between mistakes and losses, and the principle of presumption to always be responsible.

## **Research Methods**

In this study, the research methods used by the author are as follows:

### **1. Types and Nature of Research**

The type of research used in answering the problems in the discussion of this research is empirical legal research, which is field research derived from primary data obtained directly from the community by means of interviews, observations and reports in the form of documents.

## 2. Data Types & Data Sources

Basically, the data to be collected in this study is divided into two, namely:

1. Primary Data: data obtained directly from respondents using data collection tools without intermediaries from other parties, where the data is collected and processed by themselves, and this data is obtained from the results of interviews and literature studies.
2. Secondary Data: data obtained by researchers indirectly from the source.

Primary legal materials consist of binding documents such as constitutional amendments and trademark laws, while secondary legal materials provide explanations and analysis, such as legal literature and journals. Tertiary legal materials provide additional guidance, such as dictionaries and legal reference materials (Mustomi et al., 2024).

## Discussion

### 1. Legal Protection for Consumers on the Shopee Application in Indonesia

#### Legal Protection for Ecommerce Consumers in Indonesia

With the rapid development of technological advances like today, the presence of e-commerce is a gift for many people. In addition to being easy and effective, business transactions through this platform can also be done anywhere and anytime. Consumer protection must evolve as business models evolve.

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The presence of e-commerce provides extraordinary progress to consumers, because consumers do not need to leave the house to shop, where the choice of goods and services is also diverse at relatively cheaper prices. This is a positive and negative challenge at the same time.

It is said to be positive because this condition can provide benefits for consumers to freely choose the goods and services they want. Consumers have the freedom to determine the type and quality of goods/services according to their needs. It is said to be negative because this condition

causes the position of consumers to be weaker than the position of business actors which results in disappointment and losses.<sup>6</sup>

One of the best e-commerce in Indonesia is Shopee. The increasingly advanced development of the internet is one of the driving factors for the development of e-commerce in Indonesia. With the existence of Law Number 11 of 2008 concerning Information and Electronic Transactions, it provides two important things, namely, first, the recognition of electronic transactions and electronic documents within the framework of the law of engagement and the law of proof, so that the legal certainty of electronic transactions can be guaranteed, and second, the classification of actions that include the qualification of violations of the law related to the misuse of Information Technology and accompanied by criminal sanctions.<sup>7</sup>

The legal relationship between the buyer and the party or Shopee is a contractual relationship between the consumer and the operator of the buying and selling site. It is the same as the relationship between consumers and sellers, namely as users. The consumer and Shopee are bound by a right and obligation as stated in the terms and conditions of the Shopee website at the time of creating a consumer account on the Shopee website.

Based on the theory of civil law, in essence, an act that causes harm to another person because of his fault is referred to as an unlawful act that gives rise to civil liability.<sup>8</sup> However, civil liability is not always due to one's own fault alone, but can also be imposed on a person for mistakes committed by others.

This provision is regulated in Article 1367 of the Civil Code which states that: "A person is not only responsible for the acts committed by his own acts, but also for losses caused by the actions of the people who are his dependents" This provision is known as "Liability" or "Liability Coverage".

Liability is differentiated into liability due to the actions of others and liability due to goods under his supervision.<sup>9</sup> Civil law has the term liability, liability itself is not much different from responsibility. Responsibility itself has a meaning, namely being responsible for the consequences that arise.

According to the provisions of Article 19 of the Consumer Protection Law, the responsibility of business actors is to provide compensation to consumers as a result of damage, pollution, and/or consumption of goods or services produced or traded by the business actors concerned. The compensation is not always in the form of payment of a sum of money, but can also be in the form of reimbursement of goods and/or services of similar or equivalent value, or in the form of health care and/or the provision of compensation in accordance with applicable laws and regulations.

Consumer protection is all efforts that ensure legal certainty to provide protection to consumers, with a wider scope covering from the stage of obtaining goods or services to the consequences of using those goods or services. The scope of consumer protection can be distinguished in two aspects, namely:<sup>10</sup>

2. Protection against the possibility of goods being handed over to consumers is not in accordance with what has been agreed.

- 1) Protection against unfair conditions to consumers.<sup>11</sup>

With the recognition of electronic transactions and electronic documents, at least e-commerce activities have a legal basis. As a consumer, you must be observant in buying an item. Usually in an e-commerce buying and selling transaction there is an agreement between business actors and consumers. Buying and selling is one type of agreement regulated in the Civil Code, while e-commerce is basically a modern buying and selling transaction model that implies technological innovations such as the internet as a transaction medium.<sup>12</sup>

The consumer protection law aims to provide protection for consumers in Indonesia. According to the General Provisions of Law Number 8 of 1999 concerning Consumer Protection, the definition of consumer protection is "All efforts that ensure legal certainty to provide protection to consumers".

Conflicts or disputes between business actors are generally based on things that are not desired or even expected by consumers before. The weak position of consumers with business actors in conducting online transactions is certainly very detrimental to consumers. Legal issues related to legal protection of consumer rights are increasingly urgent in the event that a consumer conducts an e-commerce transaction with a merchant in one country or another country.<sup>13</sup> In buying and selling through the internet, fraud often occurs. These frauds can occur which concerns the existence of business actors, the goods purchased, the price of goods and payments by consumers.<sup>14</sup>

Electronic Ecommerce Transactions in Indonesia Regulated in the ITE Law

"Electronic transactions are any legal acts carried out using computers, computer networks, and/or other electronic media." The use of e-commerce is also defined as a way of shopping online or selling by utilizing internet facilities where online shopping services are provided. E-commerce activities are a process where the dissemination, marketing, and sale of goods and services through electronic systems using the internet.<sup>15</sup>

With the rapid development of information technology, even this

information technology has made changes to the ways of transacting in buying and selling online, which has resulted in a negative and positive impact on people who use online transactions. The positive impact is that with online transactions, people can easily shop for clothes or even daily necessities by using online transactions, this is very effective because there is no need to bother going out of the house simply through a mobile phone.

In addition to the Consumer Protection Law, electronic commerce business transactions (e-commerce) also require the Information and Electronic Transactions Law (UU ITE). This is because e-commerce is an internet-based shopping or business transaction application, so in this case the UUPK and the ITE Law are needed at the same time. In article 28 paragraph 1 of the ITE Law, it is stated that: "Every person who intentionally, and without rights, spreads false and misleading news that results in consumer losses in Electronic Transactions".

In the ITE Law, the meaning of "spreading fake news" is not explained. However, the phrase "spreading fake news" is also found in article 390 of the Criminal Code (KUHP) although with a slightly different formulation.<sup>59</sup> Which reads:

"Whoever with the intention of benefiting himself or others by opposing the right to lower or increase the price of merchandise, funds or securities by broadcasting false news, shall be sentenced to imprisonment for a maximum of two years and eight months".

Therefore, the conclusion of "spreading fake news" is news about goods and/or services that are not true for sale. That is, business actors are not honest and clearly define information about goods and/or services. Spreading fake and misleading news are two words that have different meanings. Where the phrase "spreading fake news" is an action taken, while "misleading" is the result of an act that causes someone to have a wrong/erroneous view. There are several elements that must be met to prove the violation of article 28 paragraph 1 of the ITE Law, including:<sup>16</sup>

1. Everyone
2. Deliberately, it means that business actors already have malicious intentions towards consumers.
3. Spreading false and misleading news, meaning if business actors lie or speak untruthfully to consumers about the state of goods and/or services to be sold. As well as misleading which in the sense of causing consumers to have wrong thoughts.

4. Causing losses to consumers. This means that the fake and misleading news must involve losses for consumers so that further handling can be carried out.

If these four elements have been met, then the business actor can be sure to violate the provisions of article 28 paragraph 1 of the ITE Law which can then be subject to criminal threats according to article 45A paragraph 1 of the ITE Law which reads: "Every person who deliberately and without the right to spread false and misleading news that results in consumer losses in Electronic Transactions as referred to in article 28 paragraph (1) shall be sentenced to imprisonment for a maximum of 6 (six) years and/or a maximum fine Rp. 1,000,000,000.00 (one billion rupiah)".

From the above information, the researcher concludes that the realm of the UUPK and the ITE Law is not enough to regulate protection for e-commerce users who make cross-border transactions. In the UUPK, article 1 paragraph (1) defines consumer protection as "all efforts that ensure legal certainty to provide consumer protection". This means that the UUPK only provides limited protection for consumers when making offline transactions. Therefore, the definition of consumer protection needs to be expanded so that the definition of protection does not only include offline transactions, but also applies to online transactions (e-commerce).<sup>17</sup>

Because of the fact that more and more consumers are choosing to conduct business transactions through the internet because of effective and efficient considerations. In the Shopee application, business actors are not only from within the country but many from abroad. It is not uncommon for consumers to choose to shop on the accounts of business actors from abroad with light consideration of shipping costs. However, in reality, when making online transactions, consumers can only get information from business actors about the goods and/or services they will buy. Consumers do not know directly the physical nature of the goods and/or services. As a result, consumers must accept the risk if the goods and/or services received are not in accordance with what they expect.

By looking at the fact of the high risk that consumers will experience when making online transactions, it should also be accompanied by increased protection of consumer rights which not only includes national transactions, but also protects consumer rights with international transactions.

Electronic trading has two different sides. On the one hand we will find various facilities available, on the other hand we will encounter several risks that will harm consumers and business actors themselves. When conducting cross-border transactions through e-commerce, it can be seen that the UUPK

has lost its effectiveness due to its limited nature because this law only applies to business transactions in Indonesia. That way, we need a law that regulates the protection of consumers who make online and international transactions.

The ITE Law as the legal basis for e-commerce which has covered the international realm should include legal choices that consumers and business actors will choose when conducting business transactions. Because article 18 paragraph 2 of the ITE Law does not provide protection for consumers. However, this article contains international provisions that can be used to provide protection for international e-commerce consumers.

This is what makes people very interested in online buying and selling transactions. However, unconsciously this also has a negative impact, which can very easily open up new opportunities for crime.

The development of e-commerce is very visible in this covid-19 period where the emergence of the covid-19 virus outbreak requires the government to handle prevention by requiring people to stay in their respective homes, where since the emergence of the covid-19 virus outbreak the development of e-commerce has become more rapid due to the needs of the community that must be met but are hindered by the government's decision to prevent the spread of this covid-19 outbreak, where traders are also not allowed to open stores and they switch to selling online. The many opportunities provided by the development of information and communication technology that are very rapid in its spread can cause an interaction or relationship between individuals. This relationship is carried out through technology virtually or cyberspace (cyberspace).

Therefore, electronic information requires strong protection against efforts made by irresponsible parties to be able to access the information.<sup>9</sup> Buying and selling transactions are one of the common activities carried out by the community to meet their daily needs. The term sale and purchase agreement comes from the translation of contract of sale. Meanwhile, according to Article 1333 of the Civil Code, the Agreement is explained as follows: "An agreement must have as the subject of the agreement in the form of a material object whose type is at least determined".

In the field of business itself (e-commerce) utilizes information and communication systems that can facilitate an activity in buying and selling.<sup>18</sup> The rise of the online buying and selling system in Indonesia has resulted in the emergence of problems that occur, namely problems that must be considered in the implementation of online buying and selling regarding legal protection of the personal data of consumers who make online buying and selling transactions. Such things have often been found in online buying and

selling because of the ease with which actors can access the personal data of their consumers.

Many users of this online buying and selling service do not know the dangers of misuse of personal data in using online buying and selling services. The emergence of these problems needs to be paid more attention to, one of which is about the guarantee of transaction security and privacy of online buying and selling service users, namely the protection of consumer personal data which can cause problems in the future if data leakage occurs.

In carrying out buying and selling transactions, there needs to be an agreement, where the theory of agreement is needed in this case. According to Subekti, an agreement is an event when someone or more promises to carry out an agreement to carry out a certain thing, and this term is often also called a contract.

Treaty law is a law formed as a result of a party who binds himself to another party. Or it can also be said that the law of agreement is a law formed as a result of a person who promises others to do something. In this case, both parties have agreed to enter into an agreement without any coercion or decision that is only one party.<sup>19</sup>

Online shopping activities have begun to grow and develop into a habit that is often done by people in this era. For modern people in Indonesia, online shopping is often and widely done, both through websites and online shopping sites, not only through websites or online shopping websites, now it can be through social media that we have, where with social media it is easier for us to shop online.

While buying and selling is an agreement with which one party binds himself to hand over an object and the other party to pay the promised price (Article 1457 of the Civil Code). The essence of this definition is the delivery of goods and payment of prices.

Based on the formulation of the article, it can be seen that buying and selling is a form of agreement that gives birth to obligations or obligations for the goods sold by the seller and the delivery of money by the buyer to the seller. The main elements in the sale and purchase agreement are goods and prices, where between the seller and the buyer there must be an agreement on the price and the object of the sale and purchase.<sup>20</sup>

Legal protection for consumers who make transactions through electronic media or commonly called e-commerce is contained in Law Number 8 of 1999 concerning Consumer Protection, and Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008

concerning the Internet and Electronic Transactions, Law Number 7 of 2004 concerning Trade, and Government Regulation Number 82 of 2012 concerning the Implementation of Information Systems and Electronic Transactions. The development of technology in the field of e-commerce makes the government feel the need to make special rules to protect users of this business transaction.

The high interest from e-commerce users is different from the many threats of crime that arise in the use of online buying and selling services, where e-commerce has a security guarantee but has not guaranteed overall security for users of this online buying and selling service. This type of activity is usually called cyber crime, which is any type of crime that uses the internet.<sup>21</sup>

A valid sale and purchase agreement is born when both parties have agreed on the price and the goods.<sup>12</sup> The consensual nature of the sale and purchase agreement is affirmed in article 1458 which explains that: "the sale and purchase is considered to have occurred between the two parties immediately after they reach an agreement on the goods and price, even if the goods have not been delivered or the price has not been paid"

Darmin Nasution revealed that in 2015, after waiting for many years, the Draft Government Regulation (RPP) on Electronic Commerce has entered the financial stage and will regulate a number of crucial things related to e-commerce, including payment systems, data, and tax rates.<sup>22</sup>

With the presence of rules, prospective business transaction actors do not need to worry because they get legal certainty that will be a protector when unexpected problems occur later. The UUPK explains that there are consumer rights that must be fulfilled. In this case, it does not mean that consumers act arbitrarily against business actors.

Based on reports received by the Jakarta Legal Aid Institute (LBH), there are around 5,000 (five thousand) reports from the public related to the issue of personal data protection.<sup>23</sup>

Law Number 8 of 1999 has a provision that states that all existing laws related to consumer protection remain valid as long as they do not conflict or have been specifically regulated by law. Therefore, it is necessary to study the laws and regulations on consumers and/or consumer protection in the legal rules of general laws and regulations that may or can regulate and/or protect the relationship and/or problems of consumers with providers of goods and services.<sup>24</sup>

Factors that hinder legal protection for consumers in online buying and selling (Shopee) are reviewed from Law Number 8 of 1999

### 3. Factors Affecting Kunsumen

The term consumer is "buyer", this term is contained in the Civil Code. An expert on consumer issues in the Netherlands, Hondius, concluded that legal experts generally agree to interpret consumers as the last users of the production of goods and services. With this formulation, Hondius wants to distinguish between consumers who are not the last users (intermediate consumers) and consumers who use the latest.

Consumer in a broad sense includes both of these criteria, while consumer in a narrow sense only refers to the consumer of the last user. Therefore, it is concluded that there are 3 definitions of consumers, namely:<sup>25</sup>

1. A consumer is any person who obtains goods and/or services that are used for a specific purpose.
2. An intermediate consumer is any person who obtains goods and/or services used for trading. Looking at the nature of the use of these goods and/or services, consumers between these are actually entrepreneurs, both individual entrepreneurs and entrepreneurs in the form of legal entities or unincorporated persons, both private entrepreneurs and public entrepreneurs (state-owned companies).
3. The end consumer is any person who obtains goods and/or services that are used for the purpose of satisfying the needs of his/her personal, family and/or household and is not for trading.

Consumers according to Article 1 number 2 of Law No. 8 of 1999 and Article 1 number 2 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, namely "every person who uses goods and/or services available in society, either for the benefit of themselves, their families, other people, or other living beings and not to be traded".<sup>26</sup>

The Consumer Protection Law formulates the definition of consumer in Article 1 number 2 as follows:

Consumers are any person who uses goods and/or services available in society, either for the benefit of themselves, their families, other people or other living beings and not for trading.

The definition of consumers in the UUPK above is broader when compared to other Consumer Protection Bills (RUPK), namely the first in the RUPK YLKI and the RUPK financial text prepared by the Faculty of Law, University of Indonesia in collaboration with the Trade Research and Development Agency of the Ministry of Trade of the Republic of Indonesia.<sup>27</sup>

From the definition of consumer above, we can put forward the elements of the definition of consumer: The subject referred to as a consumer means every person who has the status of a user of goods and/or services. The

term "person" here does not distinguish whether an individual person is commonly called a person or also includes a legal entity (rechtspersoon). Therefore, the most appropriate thing is not to limit the definition of consumer to an individual, but consumers must also include business entities with a broader meaning than legal entities.

According to Kotler (in Engel, 2010), the factors that affect consumer behavior are as follows:

1. Cultural Factors

These cultural factors include culture (culture), subculture and social class. Culture is the most fundamental determinant of a person's desires and behavior. A person will acquire a set of values, perceptions, preferences and behaviors through his family from other key institutions. The sub-cultures that form an important market segment. Meanwhile, social classes have several characteristics such as each person in a certain social class tends to behave more similar to that class than people who come from two different social classes.

Social class shows the preferences of products, and brands in certain fields such as clothing, home furnishings, leisure activities.<sup>28</sup> adding that cultural factors are the most fundamental dialect of a child's activities and behaviors and acquire a set of values, perceptions, preferences and behaviors through his family and other key institutions. A child who is raised will receive the following values: family and personal relationships, obedience, trust, respect for elders and piety.

2. Social Factors

This social factor greatly influences the behavior of a consumer based on the reference group, family, role of status. A person's reference group consists of all groups that directly or indirectly influence a person's independence or behavior, where some of them are primary groups (family, friends, neighbors, and colleagues who are informal) and secondary groups (religious, professional, and trade association groups that tend to be formal, and have less regular interactions).

Regarding influence and family, consumers in their daily purchases are directly influenced by families such as parents, spouses and children. In Indonesia, the involvement of husband and wife varies greatly according to product category. Meanwhile, in roles and statuses, it is explained that each role carries a status. The position of consumers in each group can be defined in terms of role and status.

3. Personal factors

Consumer behavior in choosing products is influenced by several

characteristics such as age and stage of the life cycle, work, economic situation, lifestyle, personality and personal concept.

Irawan (2003) added that there are four factors that can support consumer behavior, namely:

1. Consistency This factor shows how far a product can match (standard) or have a certain specification.
  - a. Design This design factor is the factor that shows the most emotional factors that can also affect consumer behavior in buying. This factor contains the extent to which a product is attractive by the pancra sensera with artistic packaging, and presented in colors that are attractive to its consumers.
1. Service Quality Service quality is perceived by consumers by considering the image and reputation of the product used as well as the company's responsibility to its consumers, whether the manufacturer provides a warranty for the products produced. Usually because consumers do not know the interest of the product, consumers prepare the quality through price, advertising, company reputation, and the country where the product is manufactured.
  - b. Convenience The convenience factor is a factor that cannot be ignored by consumers who will buy if the product used is relatively easy, comfortable, and efficient in getting a product.

Based on the description above, it can be concluded that the factors that affect consumer behavior are as follows: Cultural factors, social factors, personal factors, psychological factors, consumers, service quality design and convenience.

According to Tjiptono (2006) that these aspects consist of <sup>29</sup>: a) Who buys products or services? b) What is purchased?, c) Why buy the product for the service? d) When to buy?, e) Where to buy it?, f) What is the purchase decision process?, and g) How often to buy or use the product or service? Next

Schiffman and Kanuk (2000) stated that "consumer behavior is the behavior shown by consumers in searching, buying, using, evaluating, and stopping the consumption of products, services, and ideas".

According to Setiadi (2003) that<sup>30</sup> "consumer behavior is an action that is directly involved in obtaining, consuming, and consuming products or services, including the decision process that precedes and follows this action." Meanwhile, according to Kotler and Amstrong (2002), consumer behavior is the purchasing behavior of final consumers, both individuals and households, who buy products for personal consumption.

1. Principles and Principles of Consumer Legal Protection
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The principle of legal protection in Indonesia is the principle of recognition and protection of human dignity derived from Pancasila.<sup>31</sup> From the regulations that have been studied, the principles for legal protection can be seen from preventive legal protection and repressive legal protection. Preventive legal protection aims to prevent disputes while repressive legal protection aims to resolve disputes.

In buying and selling transactions through electronic media, an undesirable situation is when there is a loss for consumers. When experiencing losses, consumers are entitled to compensation. Regarding compensation, the provisions have been regulated in Article 4 letter h of the UUPK which states that consumers are entitled to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be.

Business actors must be responsible for consumer losses. Regarding the responsibility of business actors to consumers who are harmed, the provisions are contained in Article 19 of the UUPK. Furthermore, in Article 23 of the UUPK, namely "Business actors who refuse and/or do not respond and/or do not comply with compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through the consumer dispute resolution agency or submit to the judicial body at the consumer's residence.

In Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions regarding goods that are not in accordance with the agreement, the provisions are contained in Article 49 paragraph (3), namely "Business actors are obliged to give a deadline to consumers to return the goods sent if they are not in accordance with the agreement or there are hidden defects".

Furthermore, regarding the legal principles of dispute resolution. The law has provided a forum to resolve disputes in electronic media buying and selling transactions. Terms regarding e-commerce transaction dispute settlement are contained in Article 18 paragraph (4) of the ITE Law, namely "The parties have the authority to establish a court forum, arbitration, or other alternative dispute resolution institution that is authorized to handle disputes that may arise from international electronic transactions that they make"

Dispute resolution in electronic transactions can be resolved through litigation and non-litigation channels. The dispute resolution through litigation is contained in Article 45 of the UUPK. Then it is reaffirmed in Article 38 and Article 39 paragraph (1) of the ITE Law. Then the non-litigation dispute

resolution is contained in Article 39 paragraph (2) of the ITE Law has several forms of dispute resolution, namely arbitration, negotiation, mediation, and conciliation.

The need for an enforceable legal instrument, either in the form of new laws or regulations or legal rules that are tailored to the needs of this media.<sup>38</sup> Without legal protection and certainty for consumers, Indonesia will only become a dumping ground for substandard goods and services, which is more worrying, and the people's welfare that is aspired to will be more difficult to realize.<sup>32</sup>

In trade transactions on the internet where the traffic between business actors and consumers is getting closer and opener, state intervention, cooperation between countries and international cooperation are urgently needed, namely to regulate the pattern of business actors, consumers and the legal protection system for consumers.

The principles and objectives of consumer protection are listed in Articles 2 and 3 of the Consumer Protection Law. Principles of Consumer Protection The Consumer Protection Law regulates the principles of protection in Article 2 as follows: Consumer protection is based on benefits, fairness, balance, consumer security and safety, and legal certainty.

The explanation of the principles in this article is 1) The principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide the greatest benefit for the interests of consumers and business actors as a whole. The principle of justice is intended so that the participation of all people can be realized to the maximum and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly.

The principle of balance is intended to provide a balance between the interests of consumers, business actors, and the government in a material and spiritual sense. The principle of consumer security and safety is intended to provide guarantees for security and safety to consumers in the use, use, utilization of goods and/or services consumed or used.

The principle of legal certainty is intended so that business actors and consumers obey the law and obtain justice in implementing consumer protection and the state guarantees legal certainty.<sup>33</sup>

balance, security, and safety of consumers, as well as legal certainty"

#### 1. Consumer Protection Goals and Principles

The protection of consumer health and property in question is the protection of human beings so that their health does not decline/their wealth does not decrease as a result of the use of the product. This protection is very

important for consumers, so important that in the WTO it is used as a separate discussion, namely the approval of the Implementation of Measures to Protect the Health of Humans, Animals and Plants (hereinafter referred to as human health protection).

If it is associated with the UUPK, then in the UUPK there is no provision that specifically mentions that to protect consumer health, and only mentions the word consumer security and safety in the description of the principle of consumer protection and consumer rights, without further description, but provisions that can better describe the principle of protecting the health/property of consumers can be seen from various legal provisions that are basically also intended to provide protection to consumers, including Articles 36 and 37 of the Food Law, namely Law No. 7 of 1996 Statute Book of the Republic of Indonesia Number 99 of 1996.

In addition to the Food Law, provisions for the protection of human health through food and beverage security are also known in the Health Law, as stipulated in article 21.

The protection of goods and prices is intended as consumer protection from the use of goods with substandard quality or quality lower than the value of the price paid. With such protection, consumers will not be given goods of lower quality than the price they pay.

The provision in the UUPK that protects consumers from the use of goods that are not in accordance with the specified standards, is Article 8 paragraph (1) a, which stipulates that business actors are prohibited from producing and/or trading goods and/or services that do not meet or do not comply with the required standards and the provisions of laws and regulations.

Dispute resolution taken by the parties can be in the form of dispute resolution through the court or out of court, but the dispute resolution faced by the parties is sometimes felt inappropriate, especially if the parties facing the dispute have an unbalanced position. There are also many imbalances in the relationship between consumers and producers, but these imbalances have been tried to be eliminated with the birth of Law No. 8 of 1999 concerning Consumer Protection.<sup>34</sup>

The out-of-court dispute resolution in question is carried out through the Consumer Dispute Resolution Agency based on the Consumer Protection Law. In addition, the provision that has also made it easier for consumers is because consumers can file a lawsuit in court or the Consumer Dispute Resolution Agency at the consumer's place of residence.<sup>35</sup>

1. Cover

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## Conclusion

1. The form of legal protection for consumers in online shopping (Shopee) is reviewed inari Undang-Undang Nomor 8 Tahun 1999

Consumer protection is all efforts that ensure legal certainty to provide protection to consumers, with a broader scope covering from the stage of obtaining goods or services to the consequences of using these goods or services. The scope of consumer protection can be divided into two aspects, namely: Protection against the possibility of goods delivered to consumers not in accordance with what has been agreed Protection against the imposition of unfair conditions on consumers.

With the recognition of electronic transactions and electronic documents, at least e-commerce activities have a legal basis. As a consumer, you must be observant in buying an item. Usually, in an e-commerce transaction, there is an agreement between business actors and consumers. Buying and selling is one type of agreement regulated in the Civil Code, while e-commerce is basically a modern buying and selling transaction model that implies technological innovations such as the internet as a transaction medium. consumer protection aims to provide protection to consumers in Indonesia. According to the General Provisions of Law Number 8 of 1999 concerning Consumer Protection, the definition of consumer protection is 'All efforts that ensure legal certainty to provide protection to consumers'.

2. Factors that hinder legal protection of consumers in online buying and selling (Shopee) in terms of Law Number 8 of 1999

There are four factors that can support consumer behaviour, namely:

- Consistency This factor shows how far a product can match (standard) or have certain specifications.
- Design This design factor is the factor that shows the most emotional factors that can also influence consumer behaviour in buying. This factor contains the extent to which a product is attractive to the five senses with artistic packaging, and is presented in colours that are attractive to consumers.
- Service quality Service quality is perceived by consumers by considering the image and reputation of the product used and the company's responsibility towards its consumers, whether the manufacturer provides a warranty on the products manufactured. Usually, because consumers do not know the interests of the product, consumers prepare for quality through price, advertising, company reputation, and the country where the product is manufactured.
- Ease The convenience factor is a factor that cannot be ignored, consumers will buy if the product used is relatively easy, comfortable, and efficient in obtaining a product.

## **Suggestion**

Based on the description above, the author's recommendations are as follows:

1. For consumers, business actors and all levels of society are expected to always be careful and careful when transacting. Both online and offline transactions. Always be honest and responsible in order to create a harmonious society and establish good relationships, especially for consumers and business actors. Hopefully the community can apply the rules that have been made by the government.
2. For the government, thank you for making efforts to issue regulations on e-commerce. However, the regulations on how to work and legal protection are still separated in several laws. The researcher's suggestion is to make a special rule that covers e-commerce derived from the previous law with several points of update. Hopefully with this regulation, electronic trade will be better for economic development in Indonesia.

## **Bibliography**

- Abdul Halim Barkatullah, 2009, Perlindungan Hukum bagi konsumen dalam Transaksi Ecommerce, Yogyakarta: Pascasarjana FH UII Press
- Abdul Wahid, Kejahatan Mayantara (cyber crime), (Bandung: Refika Aditama, 2005)
- Andi Sry Rezky Wulandari & Nurdiyana tadjuddin.2018. Hukum Perlindungan Konsumen, Jakarta:Mitra Wacana Media
- Susanti Adi Nugroho, Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya (Kencana Prenada Media Group 2011)
- Asrit Sitompul, Hukum Internet Pengenalan Masalah Hukum di Cyberspace (PT. Citra Aditya Bakti 2001)
- Ahmadi Miru, Prinsip-Prinsip Perlindungan Hukum Bagi Konsumen Di Indonesia, (Jakarta: Rajawali Pers, 2011), Cet. Ke-1
- Imam Sja Putra, problematika hukum internet indonesia (jakarta: Prenhallindo, 2002),
- Mudakir Iskandar Syah,, Hukum Bisnis Online Era Digital, Jakarta: Campustaka, 2018
- Sukarmi, Cyber Law: Kontrak Elektronik Dalam Bayang – Bayang Pelaku Usaha, (Bandung: Pustaka Sutra, 2008),
- Hukum Online “Perlindungan Hukum Bagi Konsumen Belanja Online” artikel diakses pada 12 januari 2022 dari://www.hukumonline.com/klinik/detail/perlindungan-hukum-bagikonsumen/belanja-online.

- Sukarmi, *Cyber Law: Kontrak Elektronik Dalam Bayang – Bayang Pelaku Usaha*, (Bandung: Pustaka Sutra, 2008)
- Happy Susanto. 2008. *Hak-Hak Konsumen Jika Dirugikan*. Yogyakarta: Visi Media.
- Setia Putra, “Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Melalui E-Commerce,” *Jurnal Ilmu Hukum* 5, no. 2 (2014): 287-308.
- I Gusti Ayu Apsari Hadi, “Perbuatan Melawan Hukum Dalam Pertanggungjawaban Dokter Terhadap Tindakan Malpraktik Medis,” *Jurnal Yuridis* 5, no. 1 (2018)
- Fanny Levia dan Erni Agustin, “Tanggung Gugat Notaris Dalam Pelaksanaan Pendaftaran Wasiat Secara Online,” *Arena Hukum* 10, no. 1 (2017)
- Rosmawati. 2018. *Pokok-Pokok Hukum Perlindungan Konsumen*. Jakarta: Prenadamedia Group.
- Suharnoko. 2004. *Hukum Perjanjian: Teori dan Analisa Kasus*. Jakarta: Kencana
- Tetanae Bernada, “Upaya Perlindungan Hukum Pada Konsumen Dalam Transaksi E-Commerce Untuk Mendukung Pertumbuhan Ekonomi Digital di Indonesia,” *Jurnal Hukum dan Peradilan* 6, no. 1 (2017)
- Mustomi, *Otom dkk, Metode Penelitian Kuantitatif dan Kualitatif*. PT. Media Penerbit Indonesia. Cet. Pertama Medan: 2024
- Mudakir Iskandar Syah,, *Hukum Bisnis Online Era Digital*, Jakarta: Campustaka, 2018
- Undang-Undang Informasi dan Transaksi Elektronik
- Saefudin dan Riza Laely Ikeyanti, *Perlindungan Hak-hak Konsumen E-Commerce dalam Perspektif Hukum Positif Indonesia dan Konvensi Internasional*, *Supremasi Hukum* Vol. 3, No. 1, Juni 2014
- Shinta Dewi *Perlindungan Privasi atas Informasi Pribadi dalam E-commerce menurut Hukum Internasional*, Bandung: Widya Padjajaran, 2009
- Subekti. 1998. *Pokok – Pokok Hukum Perdata*, Jakarta: PT. Intermedia
- Salim H.S. 2003. *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika.
- Risky Amelia, *Perlindungan Konsumen Dalam Transaksi E-Commerce Pada Situs Muslimgaleri.Co.Id Berdasarkan Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Hukum Syariah*, (Fakultas Syariah dan Hukum, 2018)
- Kompas.com, “LBH Jakarta terima 5.000-an Laporan terkait perlindungan data pribadi, <https://nasional.kompas.com/read/2019/08/02/12571121/lbh-jakarta-terima-5000-anlaporanterkait-perlindungan-data-pribadi>, diakses pada 06 Maret 2020.