



Account Owner's Liability In E-Commerce Transactions As An Effort To Protect The Interests Of The Parties

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Abstract— The current e-commerce business model, which promises fast, unlimited and interactive access, has made it easy for users to obtain products and services according to their wishes without having to get up from their seats. E-commerce transactions indirectly influence increased trade competition and more competitive prices with a variety of product and service options as well as a level of comfort with attractive shopping promotions from various vendors throughout the world. In the context of legal protection, concerns arise regarding account security and misuse. There is still a discrepancy between the regulations and the reality on the ground, consumer rights are not fully protected by the system created, it is possible to falsify accounts by users and there is the potential for user account data to be leaked. This research aims to look at the accountability of account owners in e-commerce transactions. The method used is a normative juridical approach with qualitative descriptive analysis. Research is carried out by reviewing and processing research data obtained from various library materials for processing and analysis. The results obtained show that there are still system settings related to users' legal proficiency limits that are not clear and even tend to be ambiguous in measuring their impact. Account registration that is based on having a mobile phone number allows users to have more accounts and this tends not to protect user interests. The authority to close a user account is not accompanied by the right of response and any form of rehabilitation or compensation.

Keywords- *Liability, e-Commerce, Transaction, Account.*

I. INTRODUCTION

Electronic trading or electronic commerce (hereinafter abbreviated as E-commerce) is a contemporary business model that carries out data exchange activities, bargaining and transactions via the internet between sellers and buyers of goods and services (Anjani and Santoso 2018). This business model promises unlimited, fast and interactive access and makes it easier for consumers to obtain products and services according to their wishes without having to get up from their seats. E-commerce transactions indirectly influence increased trade competition and lower prices with many product and service options as well as a level of comfort with attractive shopping promotions from various vendors throughout the world, including Indonesia, from anywhere and at any time.

The Indonesian Coordinating Minister for Economic Affairs, Airlangga Hartanto, noted that Indonesia's digital economic transactions in 2021 will reach US\$70 billion or Rp. 1,073 trillion and the highest achievement in Asean. It is estimated that by 2030 it will grow 5 times to a value of US\$330 billion or Rp. 5,062 trillion. Apart from that, the e-commerce transaction sector made the largest contribution to Indonesia's digital economic growth at 73%. It was recorded that throughout 2021 the value of e-commerce transactions reached US\$53 billion or Rp. 813 trillion (RI 2023)¹². Separately, Septriana Tangkary, Director of Information Empowerment at the Ministry of Communication and Information, stated that this year Indonesia succeeded in creating a big leap in digital economic growth by being ranked as the 10th best country for e-commerce growth with a figure of 78% and at the same time establishing itself in first place. (Skalanews 2019).

The rise of digital economic transactions carried out through e-commerce in Indonesia in the last 5 years has begun to expand due to the increasingly widespread threat of cybercrime, the number of complaints submitted by consumers regarding worrying transactions and service dissatisfaction. This includes the use of fake digital signatures and the proliferation of fake

products and accounts (fake accounts) which are threats in themselves. The demand for guaranteed security and comfort in optimal digital transactions is a necessity. However, in reality, many people's rights tend not to be protected because of the dominant economic interests of electronic business actors.

This condition arises because it has not been fully supported by uniform rules and policies, which gives rise to inevitable social problems in the future. Of course, the reality will be different, if the community of electronic users and business actors are willing to come together with the government and all people who are observers of electronic transactions to play a role in dealing with the problems that occur in Indonesia, the number of which continues to increase. This then became the entry point in this research.

II. LITERATURE REVIEW

According to Satjipto Rahardjo, technological developments greatly influence relationship patterns in society.[1] This rapid and very different change has also shifted human behavior in socializing and interacting with each other.

However, modern law must be flexible to be able to continue to adapt to its rapid developments. The law is required to be able to protect the rights of its citizens in cyber activities, such as fraud in e-commerce, default and guarantee civil protection and avoid all forms of misleading content. The sectoral context of the application of national law requires a global reorientation, because the digital world does not only connect people or people and countries within one country, but throughout the earth.

e-commerce transactions as legal acts carried out using computers will in principle be subject to the rules of civil law. The legal relationship that occurs begins with an electronic offer from an online merchant (business actor), followed by electronic acceptance of the technical mechanism, terms and conditions of the offer by the buyer in the form of a systemized confirmation, so that the agreement is deemed to have occurred and is legally binding on the parties.

III. RESEARCH METHODS EASE OF USE

Research regarding the liability of account owners in e-commerce transactions as an effort to protect the interests of the parties is normative juridical research or also known as doctrinal legal research which focuses on what is written in statutory regulations (law in book). In other words, law is conceptualized as rules or norms that become a benchmark for people's behavior regarding what is considered appropriate [2].

This type of research is carried out by reviewing and processing research data obtained directly through library materials, which is secondary data or also called library research. Literature research was carried out in order obtain secondary data about research problems. The data used in this research is secondary data, such as statutory regulations, various literature and dictionaries. The data here is taken from primary, secondary and tertiary legal materials. The tool used in this research is document study, namely by studying materials which are secondary data, including statutory regulations, various writings such as books related to the problem being studied.

After the data from library research has been collected completely. Next, the data is processed and analyzed qualitatively [3]. This is closely related to research which can be categorized as normative legal research whose approach is more abstract-theoretical (Kasto 1981). As legal research, the qualitative analysis used is juridical qualitative analysis [4].

Next, it is compared with secondary data or norms that should apply, then conclusions are drawn using deductive thinking methods. Henceforth, the research results will be compiled in a final descriptive research report.

IV. RESULTS AND DISCUSSION

A. Parties in e-commerce transactions

The use of accounts in e-commerce transactions and other online (during) activities is closely related to "accounts", however the term account is not fully regulated in the laws and regulations regarding electronic commerce. So the meaning can vary because other scientific fields also use the term account in their activities, such as the fields of computers, business and economics. The Big Indonesian Dictionary defines an account as a form of arrangement provided by an internet service provider company for each person to obtain internet facilities such as sending and receiving electronic mail or the second meaning is a record of user names, passwords and rights to access networks or online systems.[5] In other words, an account is a person's personal data or virtual identity when carrying out activities in cyberspace.

Organizing trade through an electronic system in transactions using a special e-commerce platform that is integrated and created to support all cashless transaction activities. E-commerce platforms have platform users who are generally the general public by creating and using accounts provided by the e-commerce platform. Account users can fill in content and use it for transaction purposes.

The parties involved in e-commerce transactions can actually be categorized into two large groups, namely account owners, in this case trade organizers via electronic systems or e-commerce platform owners themselves, and account users who

consist of registered buyers, sellers (online merchants) registered parties or other parties who visit the e-commerce platform, which is then identified as the first group. The second group is parties directly involved in the core transaction, namely registered buyers and registered sellers (online merchants) as well as third parties who manage or facilitate buying and selling transactions that occur on the e-commerce platform.

In plain view, the parties involved in buying and selling transactions in the e-commerce system are sellers (online merchants) who offer or advertise their merchandise online and buyers who are interested in the offer until there is systematic approval or agreement regarding the terms, technicalities and conditions of the offer. online between the parties. The agreement that occurs and legally binds the parties is ultimately finalized through payment made by the buyer via the attached account and delivery of goods by the seller (online merchant) via the e-commerce platform. In other words, the legal event of buying and selling in e-commerce between the seller (online merchant) as the first party and the buyer as the second party and the implementation of the e-commerce platform as the third party creates a legal relationship that binds the parties.

Thus, account owners are trade organizers via electronic systems or e-commerce platform owners and account users are users of the e-commerce platform.

B. Equations Account owner's liability in e-commerce transactions

The legal relationship that occurs in electronic or e-commerce transactions involves two parties directly starting from the online business actor as the first party, the buyer as the second party and of course the e-commerce system organizer as the third party or facilitator. Based on the involvement of these parties, the legal relationship that occurs between them is classified as part of a sale and purchase agreement.[6] The e-commerce system organizers of Ads classified and Daily deals have required buyers to register in their e-commerce system. However, only a few e-commerce system organizers from Marketplaces and Online Retail have imposed strict registration requirements for buyers in their e-commerce systems. The self-registration or registration menu is considered very appropriate to identify whether the buyer meets the requirements of being "qualified" or not as a buyer in the e-commerce system and the authority to act to make or enter into an e-commerce agreement.[7]

Article 1330 of the Civil Code clearly stipulates the criteria for people who are considered incompetent to make agreements, namely:

- 1) People who are not yet adults.
- 2) People placed under guardianship, and
- 3) Women in cases stipulated by law.

Insufficiency of the above conditions means that buyers cannot be served by participating in the e-commerce system for reasons of incompetence.[7] Incompetence can be formulated as a situation where a person cannot carry out legal actions independently, so they must be represented by their parents and guardians.[8] With certain considerations, e-commerce system organizers can accept every buyer registrant by limiting the transaction value so that they can still generate profits for the corporation.

Provisions regarding self-registration of buyers in the e-commerce system are not regulated expressly, but can be understood in Article 3 PP Number 80 of 2019 concerning Trading via Electronic Systems which emphasizes that parties in carrying out transactions via electronic systems must prioritize 7 main principles starting from prudence. caution, transparency, trustworthiness and accountability.

The important point is that online business actors and buyers are obliged to transparently convey all electronic information relating to the electronic business actor, the buyer, the goods or services that are the object of trade as well as the terms and conditions for trading goods and/or services through an electronic system that guarantees certainty. law for the parties as well as to avoid the presence of fake or fictitious accounts that cannot be accounted for. Legal certainty here includes the ability to present electronic information or certified electronic documents such as electronic signatures as authentic evidence in court if a dispute arises in the future.

In line with this condition, Sudikno emphasized that legal practice is essentially a chaos, that is, a condition that is systematically disorganized and is chaotic, as is the nature of practice in general.[9] Therefore, interested parties need to receive a new atmosphere or enlightenment from other parties so that they are able to carry out their duties again with full dedication, consistency and responsibility.

Several e-commerce system providers try to provide electronic information that is supported by electronic certification and is based on government electronic certification, has perfect evidentiary power and is binding after the buyer is registered or has an account on their e-commerce system. Besides, online business actors can assess the credibility of buyers who are serious or

not at all.[10] This effort involves asking buyers to verify the buyer's identity starting from verifying the buyer's ID card or verifying the buyer's face and fingerprints as a condition for upgrading the buyer's account. If the e-commerce system organizer directly asks for the buyer's electronic signature, of course the organizer no longer needs to carry out verification as above. This condition reinforces what is emphasized in Article 29 of PP Number 80 of 2019 concerning Trading via Electronic Systems, namely that proof of transactions that are not secure or do not use electronic signatures cannot be said to have the same dignity as authentic written proof.

Online or e-commerce buying and selling transactions are included as obligatory agreements, so each party, both the online business actor, the buyer and the party supporting the transaction, the e-commerce system organizer, bears their respective obligations or undertakes to do something, in addition to entitled to an achievement from another party. This can be understood from the anatomy of an e-commerce transaction (agreement) itself as a relationship between legal subjects that is two-way, depending on which side you look at it from. On the one hand, online business actors are obliged to send goods and/or services to buyers either by using their own delivery facilities or through delivery service providers after receiving notification from the e-commerce system operator that the e-commerce system operator has received payment from the buyer, but in the other party is entitled to payment of the agreed nominal price. On the one hand, the buyer also has the right to demand the handover of ownership rights and authority over the goods he purchased, but on the other hand, he also has the obligation to make payments for transactions carried out through the Escrow Account determined by the e-commerce system organizer at the agreed nominal price in the agreement.[11]

The obligations for online business actors are based on Article 1474 of the Civil Code, namely the obligation to hand over the goods and bear them. Covering in this case means covering hidden defects in the goods as well as security and peace of mind when using the purchased goods.[11]

The form of agreement or consensus reached in the e-commerce transaction is not expressed in the form of an electronic contract. However, buyers are only given two invoices, namely an invoice with transaction details along with the amount to be paid by the buyer and a copy of the invoice/notification stating that the online business actor will deliver goods and/or services to the buyer in accordance with the invoice.

Article 45 paragraph (4) PP Number 80 of 2019 concerning Trading via Electronic Systems does not require online business actors to issue electronic contracts. However, on the contrary, it requires business actors to fulfill electronic contracts that have been agreed upon according to the terms and conditions in the electronic offer. The provisions above mean that online business actors may choose to include an electronic contract after proof of the e-commerce transaction in the form of an invoice is sent to the buyer or not at all. Practical business considerations, e-commerce transactions that are daily transactions and do not carry risks, only need to include proof of invoice. However, risky transactions with a large value, for example above IDR 100,000,000.00, must be accompanied by an electronic contract so as to minimize losses for the parties.

Specifically, e-commerce companies of the online retail and advertising classified types are required to include electronic contracts for buyers without a choice because Article 64 paragraph 3 clearly states that online business actors cannot burden consumers with the obligation to pay for goods sent without a contractual basis. The reality on the ground is that all e-commerce transactions do not provide electronic contracts for buyers. This condition is even more worrying if business actors take cover behind Article 45 (3) PP Number 80 of 2019 concerning Trading via Electronic Systems which states that in the event of negligence in the buyer's response in an e-commerce transaction, then all forms of losses resulting from the failure to carry out an electronic contract are the responsibility complete purchaser. Of course, the electronic contract in question does not include standard clauses that are detrimental to the buyer and uses electronic signatures as a sign of agreement between the parties in accordance with statutory provisions.

Invoices are received by buyers via the e-commerce computer system automatically after ordering goods or services and at the same time serve as proof of real e-commerce transactions that have occurred and are valid for the parties as confirmed in Article 28 paragraph (3) PP Number 80 of 2019 concerning Trading via Electronic Systems which states that proof of e-commerce transactions will be valid evidence and binding on the parties in accordance with the provisions of laws and regulations. After receiving the invoice, buyers are invited to make payment via the payment method they have chosen.

The implementation of e-commerce transactions must be managed appropriately by online business actors so as not to cause problems or unfair treatment for buyers, so as to create mutually beneficial conditions for both parties. Based on existing data, it was found that in the implementation of e-commerce transactions, there were violations or deviations from the agreed agreements.

The Ministry of Trade, through the Directorate General, which focuses on providing protection services for consumers, including Orderly Commerce (hereinafter abbreviated as Directorate General of PKTN), has collected and analyzed 3,692 consumer complaint data from various service channels in the first semester of 2022. A total of 86.1 percent or the equivalent of 3,181 complaint data originating from electronic commerce or e-commerce activities. Handling of resolved complaints in July 2022 reached 99.8 percent or the equivalent of 3,687 consumer complaints.[12]

When compared to the previous year, namely during 2021 the number of consumer complaint services submitted to the Directorate General of Consumer Protection and Orderly Commerce (Ditjen PKTN) of the Ministry of Trade reached 9,393 complaints. This number has increased 10 times compared to 2020, which amounted to 931 complaints.[12] This condition is certainly very worrying for the development of the e-commerce market in Indonesia.

The number of complaint services in 2021 reached 9,393 complaints, the majority or more than 95.3 percent or 8,949 complaints are the case of e-commerce sector. Even though there has been a large increase, all complaints have been processed properly according to applicable regulations.[12] In other words, this complaint is a form of response to the emergence of public awareness to protect itself against violations of consumer rights related to the right to obtain valid, transparent, truthful information regarding objects purchased from the online seller or other parties that are detrimental to their interests.

The public's courage to report complaints to the relevant agencies must be responded to seriously by the relevant parties so that conditions in the digital trade ecosystem can be conducive and develop rapidly. Business actors who are declared or proven guilty in the final examination of the complaint case may be subject to sanctions based on Articles 60, 62 and 63 of Law Number 8 of 1999 concerning Consumer Protection in the form of compensation, criminal and administrative revocation of business permits. In fact, Article 63 of Law Number 8 of 1999 concerning Consumer Protection clearly states that the three sanctions can be imposed on business actors or e-commerce system operators simultaneously.

These public complaints are closely related to the form of commitment of online seller regarding the quality of goods and quality of service to all consumers, both when the agreement is formed and during its implementation. The buyer's feelings of disappointment or dissatisfaction with the object being transacted and the services provided are normal as a response to the buyer's satisfaction as long as it is managed properly in accordance with statutory regulations.

Article 26 of PP Number 80 of 2019 confirms that "...guarantees of guaranteed protection of rights for consumers must be provided by online business actors based on the provisions of laws and regulations that specifically regulate consumer protection". Furthermore, Article 27 PP Number 80 of 2019 mandates that every online business actor is obliged to provide consumer complaint services mandates that every online business actor must provide consumer complaint services. There are e-commerce system operators who have prepared internal complaint mechanisms and consumer complaint services in their e-commerce application menu, to capture buyers' feedback on transactions carried out because e-commerce system operators are not responsible for any loss or damage that arises after the transaction. sales of goods and/or services carried out between online business actors and buyers. In other words, the party that regulates the e-commerce system is only responsible for the pre-transaction (agreement) stage. Meanwhile, the responsibility for the transaction and post-transaction stages is entirely in the hands of the online business actor.

Complaint facilities should be able to bridge the interests of buyers whose rights are not fulfilled by online business actors. Buyers just have to select the complaints menu and fill in the data entry, starting from the complaint form, the reason for filing the complaint, evidence of the complaint in the form of an unboxing video, photos of the packaging of the goods and the goods received and immediately click send. Online business actors will verify the completeness of the data and decide whether to accept the complaint or not. If there is something that the buyer wants to confirm to confirm the complaint data, online business actors can also take advantage of the available discussion menu.

When the buyer cannot accept the reason for rejecting a complaint submitted for unclear and unreasonable reasons, then at that time the buyer can make a complaint through the available internal and external channels. Internal channels in the form of consumer complaint services belonging to the e-commerce system organizers themselves and external channels starting from the Directorate General of PKTN, BPKN, the Consumer Dispute Resolution Agency (BPSK), the Foundation Indonesian Consumers Institute (YLKI) and other consumer institutions.

The mechanism for resolving trade disputes through an electronic system refers to Article 72 PP Number 80 of 2019 which is divided into two forms. First, in general cases can be resolved through judicial institutions or through other dispute resolution mechanisms. Second, specifically, disputes involving online business actors and (domestic) consumers are emphasized to be processed by the consumer dispute resolution body (BPSK) through consumer lawsuits or filing with the judicial institution

where the consumer is located. Electronic dispute resolution can also be done electronically (online dispute resolution) if the parties wish, of course.

The above provisions can be interpreted in two ways:

- 1) It is no longer possible for other dispute resolution institutions other than consumer dispute resolution bodies and general courts to handle disputes between buyers and online business actors as well as e-commerce system operators and domestic online business actors. Even though there are other dispute resolution institutions such as BANI and BAMUI (Indonesian Muamalat Arbitration Board) which were initially also formed to resolve disputes in the fields of trade, industry, finance and services and others.[13]
- 2) Disputes involving foreign legal subjects can be resolved through court or other dispute resolution mechanisms.

The spirit of PP Number 80 of 2019 aims to create a conducive and effective climate for the development of the world of e-commerce in Indonesia. In other words, resolving trade disputes through electronic systems is encouraged to be resolved in a non-litigation manner first before proceeding to the litigation process. With the provisions as stated expressly in Article 45 (4) of Law No. 8 of 1999, ... if the parties to the dispute have chosen a resolution route through the consumer dispute resolution body (BPSK), then legal action through the court institution cannot be taken until the BPSK hand down a decision and the parties dispute or one of the parties states that they do not accept...

In line with this, the process of resolving disputes through courts has many weaknesses, namely:[10]

- 1) The parties are forced into an extreme position and require defense or advocacy.
- 2) All issues in a case will be revealed so that the parties involved will carry out an investigation to find the weaknesses of the other party.
- 3) The costs incurred are expensive and it takes a long time to resolve disputes

Settlement of cases outside of court has been strictly regulated in Law No. 30 of 1999 which has become commonly known as the alternative model of dispute resolution with a distinction between four separate models, namely consultation, mediation, arbitration and conciliation. Non-litigation cases based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution are referred to as Alternative dispute resolution which is divided into several forms, namely consultation, conciliation, mediation, arbitration. The decision produced by the BPSK panel is final and binding on the parties to the case (Article 54 (3) Law No. 8 of 1999 in conjunction with Article 42 (1) Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 350/Mpp/Kep/12/2001 concerning Implementation BPSK Duties and Authorities). The formation of the BPSK institution has an impact on resolving consumer disputes which can be done quickly, easily and cheaply.[14]

V. CONCLUSION

In the past three years, the number of buyer complaints has been relatively high in all service lines with an increase of 10% - 26% each year starting in 2020. This condition is reinforced by the condition that e-commerce system operators are not responsible for any loss or damage after ordering goods sales transactions. and/or services occur. Buyer losses and disappointments can be reported through internal mechanisms in the form of internal consumer complaints and complaints. When this is not responded to well, buyers can complain (on external channels) to BPSK, Directorate General of PKTN, BPKN, YLKI and other consumer institutions with a handling model in the form of consultation, conciliation, mediation, arbitration

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