
Legal Protection of Consumers in E-commerce Through Social Media in Indonesia in the Industrial Era 4.0

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Abstract Indonesia has a large population of internet users, with more than 175 million active internet users in 2021 to 2024. This provides a strong foundation for the development of social media in the country. The increasing use of smartphones in Indonesia also has an impact on the development of social media and online buying and selling (e-commerce). The Indonesian government has issued laws and regulations regarding the use of social media with a focus on online buying and selling and handling infringing content. This research uses normative juridical methods. One of the challenges in buying and selling transactions via social media is security and trust. Because these transactions are often conducted between individuals who do not know each other, it is important to be careful and verify the seller or buyer before making a transaction. Consumer law in Indonesia is regulated by Law Number 8 of 1999 concerning Consumer Protection (Consumer Law). This Consumer Law provides a legal basis and legal protection for consumers in carrying out buying and selling transactions, both conventionally and via social media.

Key words: legal protection, e-commerce, consumers.

1. INTRODUCTION

Indonesia has a large population of internet users, with more than 175 million active internet users in 2021. This provides a strong foundation for the development of social media in this country (Andrea Sartori, et al, 2012). The increasingly widespread use of smartphones in Indonesia has also had an impact on the development of social media. Many Indonesians access social media via mobile devices, such as smartphones, allowing them to easily connect to social media platforms anywhere and at any time (M. Agung H. and Susri Adeni, 2020).

Several popular social media platforms in Indonesia, such as Facebook, Instagram and WhatsApp, are used by many people for buying and selling transactions. Users can create posts or advertisements to sell products or services, as well as contact sellers or buyers via the message feature on the platform (Ratna Maulida R., et al, 2016). On social media platforms, there are many special buying and selling groups that users use to interact and make transactions. These groups usually have a specific focus or category, such as clothing, electronics, or antiques. Group members can post items they want to sell or search for items they need. Social media generally does not provide payment features directly within their platforms. Therefore, the payment methods used in buying and selling transactions via social media can vary (Mega Julianti, 2018). Some common payment methods include bank transfers, cash payments, or the use of digital payment services such as e-wallets.

As social media grows, security and privacy issues also become a concern. The Indonesian government has issued laws and regulations regarding the use of social media, including protecting personal data and handling infringing content. One of the challenges in buying and selling transactions via social media is security and trust. Because these transactions are often carried out between individuals who do not know each other, it is important to be careful and verify the seller or buyer before carrying out the transaction (Heidy Arviani, 2021). To deal with this, the government has drafted Law no. 11 of 2008 concerning Electronic Information and Transactions, abbreviated as UU ITE (Tessalonicha Leuwol, 2018). The ITE regulations provide two important things in particular, the first is the recognition of electronic exchanges and electronic archives in the legal system of commitment and the law of evidence, so that the legitimate belief of electronic exchanges can be ensured, and secondly the characterization of activities that qualify as regulatory violations related to misuse. IT. The government also provides regulations regarding the Copyright Law (Law Number 28 of 2014) protecting intellectual property rights, including in online transactions. UUHC regulates the security of online transactions related to copyright, trademark rights, and protection against violations of intellectual property rights (Ragan Winullah, 2016).

2. METHOD

This type of research is normative legal research because this research uses a type of legal research with normative legal methods, namely doctrinal legal research which refers to legal norms. This research is descriptive in nature. Descriptive means that the research aims to get a complete and clear picture of the problem being discussed.

3. RESULTS AND DISCUSSION

Due to the existence of Social Media, many people use it for online buying and selling transactions, for example selling Eli is online on Shopee, on Tokopedia, on Instagram, on Facebook and so on. In this buying and selling transaction there are rights and obligations for producers and consumers. Buying and selling is an activity that is mutually agreed upon or approved by both parties from the buyer and seller's side, this buying and selling can be done verbally, namely an agreement agreed or made by the parties with an agreement only verbally, and while the agreement is in writing is an agreement made in written form, for example an authentic deed or a deed signed by the person. 4 When it is done by verbal agreement or by

written agreement, both are valid, and in general and most people choose to write it in order there is stronger evidence. According to Suherman (2002; 179), online buying and selling means a buying and selling contract that has been carried out using electronic means (the internet) in the form of goods or services.

The principles of agreements in online buying and selling, online buying and selling or e-commerce buying and selling transactions are one of the developments in technology which has implications for any sector, one of which is the legal sector. In Indonesia there are still no specific regulations regarding e-commerce issues, and what is still common in Indonesia is still using the rules in Book III of the Civil Code which explains agreement issues. In the Civil Code, there are 3 (three) things that can be used to cancel a contract, namely: there is an element of unintentional error. Article 1322 of the Civil Code explains that there are mistakes in buying and selling transactions or when checking out goods there is an error in selecting goods, there is an element of threat or coercion which is in Article 1323-1327 of the Civil Code, and there is an element of fraud which is in Article 1328 of the Civil Code. Basically, buying and selling transactions or trade transactions using e-commerce technology are actually the same as conventional buying and selling which can be done by the public. Buying and selling that can be carried out by local communities is basically conventional until now carried out either based on the Civil Code or according to systems existing in customary law. Law itself has the meaning of provisions which become regulations in the life of a society which are controlling, preventing, binding and coercive for some or all members of a particular society, with the aim of establishing an order desired by the authority. 5 Existing customary law in Indonesia is not just a mere agreement between the two parties but rather a delivery of goods to the buyer. So a consumer must be more alert regarding online buying and selling transactions and must really understand the laws that apply when the producer does not comply with what we want.

Through the internet, it will make it easier for someone to access, interact, communicate and even buy and sell, which can be done within the country or even abroad. According to Dyah Sari, 2017:10 in, 9 which states that the use of the internet will lead to social media becoming a new place for internet users. So this makes it possible for users to interact, collaborate, and communicate just to introduce themselves to other users in order to build a virtual bond. In this case, if it is related to online buying and selling, it will be quite interesting. Because only through social media can people carry out buying and selling activities without having to meet directly between sellers and buyers for the continuity of transaction activities. And with the existence of social media, someone who is busy with work can carry out these

activities just by using the gadgets that are available and making transactions anywhere is very easy to meet their daily needs. So this is what can lead to an agreement or agreement being established through social media.

The agreement itself has a definition contained in Article 1313 of the Civil Code, which states that an agreement or agreement is an act that involves several people, usually consisting of two or more, in binding it. Meanwhile, there are also several experts who in context support or oppose the definition related to agreements in Article 1313 of the Civil Law Law. As according to Rahmat Setiawan in,¹⁰ which states that Article 1313 of the Civil Code still has many weaknesses in terms of its meaning. Whereas Article 1313 of the Civil Code states that An agreement that is used as a unilateral act only and is also very broad in scope can be interpreted as a legal act with the aim of creating legal consequences. Meanwhile, according to Syahmin A.K, in, ¹¹ which states that in any form of agreement it is a series of words containing a promise of the ability to fulfill whatever has been achieved or written. Based on the opinions of experts regarding the meaning of agreement, ultimately from these differences it can be concluded that the interaction or legal relationship between the two parties regarding legal actions is an offer by the first party to the recipient as the second party, so that a mutual agreement is reached in determining the contents of the agreement.

A transaction can be carried out when the seller and buyer carry out an activity called an agreement. In this case, there is Article 1338 of the Civil Code which states that there is a reflection of a person's right to freedom in entering into a contract or agreement. Likewise, laws are formed as a result of a legal agreement between the two parties which must be carried out jointly. In terms of freedom, there is a principle which states that an agreement is a grant of freedom to society as widely as possible in making agreements that can be used anywhere and whatever the agreement is binding on the maker. However, basically legislation, morality and public order are still the basis for ensuring that there are no conflicting activities so that a healthy agreement can be established without harming any party.

In this case, according to Salim H. S, 2007: 11 in, ¹³ states that the first and second conditions can be said to be subjective conditions, because these two conditions involve various parties who will enter into an agreement. Then the objective conditions are contained in the third and fourth conditions, because these two conditions relate to certain objects. When the first two conditions are not met, the existing agreement can be canceled. In other words, an agreement that has been mutually agreed upon can be canceled when one of the parties submits

a legal application regarding the cancellation of the agreement to the court. However, the agreement will remain valid if both parties feel that no one has been harmed. This is different from the question of legal nullity, which means that if one of the third and fourth conditions is not fulfilled, then the agreement is considered invalid from the start.

4. CONCLUSION

Based on the problems above, it can be concluded that Law No. 8 of 1999 has been stipulated as a law that explains legal protection for consumers who feel disadvantaged due to the actions of irresponsible producers. However, if the number of the irresponsible business actor cannot be contacted, consumers who are victims will be able to make efforts to seek compensation for this. In Indonesia itself, there are two legal remedies that can be taken by consumers to request compensation, namely through legal channels or also outside the court, which means through consultation, mediation or assessment from experts in accordance with the agreement of each party. each party entering into the agreement.

It would be better if business actors are expected to be more responsible for what they sell by providing clear and detailed explanations to consumers. Such as making a clear agreement in accordance with Article 1338 of the Civil Code regarding the validity of a valid agreement which must be completed together and not in an irresponsible way such as running away after consumers have made payment but business actors abandon their responsibilities as producers. So, as consumers, we must also be brave in showing that Indonesia itself has stipulated Article 5 of Law Number 8 of 1999 regarding legal protection for consumers who feel they have been cheated by irresponsible business actors. It is also important for good business actors to register the company for electronic business, so that the government can monitor more closely the parties involved and carry out activities related to the common interest during electronic trading transactions.

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