

Online Transactions (E-Commerce) In The Covid-19 Pandemic Period Viewed From Positive Laws In Indonesia

¹ Ahmad Rosidi, ²M. Zainuddin, ³Masyhur, ⁴Lalu Muhammad Faisal, ⁵Muhammad Saleh

^{1,2,3,4,5} Faculty of Law, Universitas Gunung Rinjani

* Corresponding author:

E-mail: ahmadrosidi1001@gmail.com.

Abstract.

The business concept in the digital era is now changing all lines from offline buying and selling transactions to online buying and selling transactions. Through this business concept, the existence of the internet or e-commerce only makes buying and selling transactions or legal relationships that occur shorter, easier and simpler. An agreement in the e-commerce transaction takes place, will relate to the parties who make the transaction. The purpose of this study is to find out how buying and selling online transactions on online websites, such as Bukala, Bukalapak, Shopee, Facebook, WahatsApp. etc. during the covid 19 pandemic and to find out the positive and negative impacts that arise in online buying and selling transactions according to business concepts in the economy. Digital banking and e-banking are bank products that are currently in great demand by the public. Especially in the midst of this COVID-19 pandemic. The PSBB policy issued by the government has limited physical economic activity. This makes many people who want to carry out economic activities that on average depend a lot on banks, being unable to do it smoothly. In general, people make buying and selling transactions by meeting directly between the seller and the buyer, and even before the existence of currency as a means of payment, buying and selling transactions were carried out by bartering or exchanging goods between people who needed the goods with each other. Along with the times, new technologies began to emerge that make it easier for someone to do their work. One such technology is the Internet. The internet has brought changes to human activities in an effort to fulfill all their needs, because the internet can open up a world that is so wide and is able to provide various information and facilities needed. The method used in the research uses normative research, namely a library research by examining library materials related to the object under study. This study uses a statutory approach and a case approach. The analysis used is in the form of qualitative analysis, namely data analysis by providing a description of the findings to answer the problems that occur. One of the facilities provided by internet media is buying and selling activities through electronic media or commonly called E-commerce. E-commerce is mostly done by anyone, especially the modern business community because it is felt that it can streamline time, so that someone can transact with anyone and at any time without meeting face to face or know each other in trade. They only base buying and selling transactions on mutual trust, so that the sale and purchase agreements that occur between the parties are also carried out electronically, therefore there is no agreement file as in conventional buying and selling transactions. Although there are conveniences provided by e-commerce, it turns out that there is also a factor that hinders the implementation of e-commerce which turns out to be problematic for the implementation of e-commerce itself. One of them is the seller's responsibility if he defaults in buying and selling through e-commerce.

Keywords : Online Transactions (E-commerce,) Covid-19 Pandemic, Positive Law

I. INTRODUCTION

With the advancement of the era, the business concept changed all lines from conventional (offline) buying and selling transactions to online buying and selling transactions, but as a result, it had an impact on several problems that could arise in offline (conventional) transactions, there were no enthusiasts and then consumers turned to online transactions, some The problem with offline transactions is selling a product that is already available in stores, usually offline sales can only serve sales in certain areas. . From this, it can be overcome during the COVID-19 pandemic that consumer actors are indirectly switching from conventional buying and selling transactions to online buying and selling transactions. This is a solution from the implementation of WFH or online business actors during the covid 19 pandemic. The impact of the many online shops is to provide business opportunities in various product fields, so that consumers can easily get the items they are looking for. Not a few of the students made purchases online, and not a few of them had problems such as cases of fraud, mismatches of goods ordered after receiving them, even the delivery of goods that sometimes did not match what the online seller promised. With the problems that occur in making purchases online, there are still many students who make online purchases In the business world, you often

hear about business concepts, in this covid-19 era the business concept has shifted towards online sales, along with an appeal from the government to "stay at home".

Activities carried out so far during the COVID-19 period have shown a significant spike of almost 4 times online buying and selling transactions using various masterplaces, especially Bukalapak, Shopee. According to Wiyono Pontjoharyo, Lecturer of Accounting Economics at the University of Surabaya (Ubaya), said this business concept opens opportunities for entrepreneurs to capture new business opportunities, such as utilizing technology, both social media and other mediums to offer their products. business concepts during the covid-19 era in the New Normal era and PSBB levels 1, 2, 3 and 4 will more or less change the distribution pattern from producers to consumers to be shorter. This is because with the existence of a new life order during the Covid-19 pandemic, direct interaction patterns are increasingly limited and people prefer to use technology to meet their needs. "Humanly speaking, since this pandemic human interaction has decreased. When it comes to New Normal, interaction immediately drops but IT is getting more intense. Businesses dealing with these matters will be increasingly affected. In the context of buying and selling transactions, the process of payment and delivery of goods is known. The business concept in the economy of buying and selling still exists where the internet or e-commerce only makes buying and selling transactions or legal relationships that occur shorter, easier and simpler.

An agreement in the e-commerce transaction takes place, will relate to the parties who carry out the transaction. In an ordinary sale and purchase transaction, the agreement ends when each party performs its respective obligations, the buyer submits the money and the seller delivers the goods. It can be said that the transaction between the seller and the buyer in the stage of approval of the goods has been partially completed while waiting for the goods that have been ordered to arrive or be delivered to the buyer's address. In transactions involving the bank, the new bank will grant the request from the buyer after the seller receives confirmation from the bank appointed by the seller in the e-commerce transaction. After the seller receives confirmation that the buyer has paid the price of the ordered goods, then the seller will proceed or send a confirmation to the shipping service company to send the ordered goods to the buyer's address. After all these processes are carried out, where there is a process of bidding, payment, and delivery of goods, the agreement is said to be complete or the agreement has ended. There are at least four parties involved directly in the transaction, as mentioned above, among others; sellers, buyers, payment service providers, delivery service providers.¹ *E-commerce is a collection of technologies, applications, and businesses that connect companies or individuals as consumers to conduct electronic transactions, exchange goods, and exchange information via the internet or television or other computer networks.*²

Indonesia has a large market share of electronic commerce or e-commerce activities. The Indonesian Ministry of Communication and Information noted that internet user activity until 2020 reached 93.4 million users and 7.4 million of them were online shop consumers and managed to reach a transaction value of US\$3.5 billion. And that number will increase to 8.4 million online shop consumers throughout the year. Just like the validity of agreements/contracts in general, the validity of an electronic transaction actually does not need to be doubted as long as the terms of the contract are fulfilled. In the Indonesian legal system, as long as there is an agreement between the parties; say those who make it; on a certain matter; and based on a lawful cause, then the transaction should be valid, even though it is through an electronic process. Looking at the shape of the online buying and selling provider website, it is basically a buying and selling transaction model, which is categorized as modern buying and selling because it implies technological innovation. Seeing these developments, e-commerce activities were previously postulated in Law No. 11 of 2008 concerning information and electronics (UU ITE), and Law No. 7 of 2014 concerning trade (Trade Law). One of the ITE Laws issued is to provide legal certainty and protection for actors around e-commerce. Electronic commerce activities are still understood as electronic transactions.

And electronic transactions based on Article 1 paragraph (2) of the ITE Law, namely legal actions carried out using computers, computer networks, and/or other electronic media. The development of e-

commerce in Indonesia until now is quite fast, in addition to facilitating the activities of both goods and services. In the E-commerce process, business actors, both individuals and business entities, take advantage of E-commerce opportunities in carrying out operations, both goods and services, with the aim of being more effective and efficient. Consumers are now taking advantage of E-commerce on the grounds of saving more time and simplifying any form that consumers want. The government in this regard also does not want to be left behind, with some arrangements that have been made even before the development of E-commerce is growing rapidly in Indonesia. In 2014, the Government of the Republic of Indonesia has issued laws and regulations governing e-commerce business in Indonesia with the issuance of Law No. 7 of 2014 concerning trade.

The regulations governing Indonesia's e-commerce business in Law No. 7 of 2014 are in CHAPTER VIII – Trading Through Electronic Systems, which contains the following:³ *Trading Through Electronic Systems, Article 65, namely* ;

- 1) Every Business Actor who trades Goods and/or Services using an electronic system is required to provide complete and correct data and/or information.
- 2) Every Business Actor is prohibited from trading Goods and/or Services using an electronic system that is not in accordance with the data and/or information as referred to in paragraph (1).
- 3) The use of the electronic system as referred to in paragraph (1) must comply with the provisions stipulated in the Electronic Information and Transaction Law.
- 4) The data and/or information as referred to in paragraph (1) shall at least contain:
 - a. identity and legality of Business Actor as producer or Distribution Business Actor;
 - b. technical requirements of the goods offered;
 - c. technical requirements or qualifications for the Services offered;
 - d. price and method of payment for Goods and/or Services; and
 - e. method of delivery of goods.
- 5) In the event of a dispute related to a trade transaction through an electronic system, the person or business entity experiencing the dispute can resolve the dispute through the courts or through other dispute resolution mechanisms.
- 6) Every Business Actor who trades Goods and/or Services using an electronic system that does not provide complete and correct data and/or information as referred to in paragraph (1) is subject to administrative sanctions in the form of license revocation⁴

We can also find e-commerce arrangements in the ITE Law as follows:⁵ *Electronic Transactions in Article 17 are* ;

- 1) The implementation of Electronic Transactions can be carried out in the public or private scope.
- 2) The parties conducting Electronic Transactions as referred to in paragraph (1) must have good faith in interacting and/or exchanging Electronic Information and/or Electronic Documents during the transaction.
- 3) Further provisions regarding the implementation of Electronic Transactions as referred to in paragraph (1) shall be regulated by a Government Regulation.⁶

The Electronic Information and Transactions Law in Article 18 also explains that ;

- 1) Electronic Transactions as outlined in Electronic Contracts are binding on the parties.
- 2) The parties have the authority to choose the law that applies to international Electronic Transactions they make.
- 3) If the parties do not make a choice of law in international Electronic Transactions, the applicable law is based on the principles of International Civil Law.
- 4) The parties have the authority to establish court forums, arbitration, or other alternative dispute resolution institutions that are authorized to handle disputes that may arise from international Electronic Transactions they make.

5) If the parties do not make the choice of forum as referred to in paragraph (4), the determination of the authority of a court, arbitration, or other alternative dispute resolution institution authorized to handle disputes that may arise from the transaction, is based on the principles of International Civil Law. In the Law on Information and Electronic Transactions, Electronic Transactions as described in Article 18 are; The parties conducting Electronic Transactions must use the agreed Electronic System.

Then in the Law on Information and Electronic Transactions as explained in Article 20, it explains that ;

- 1) Unless otherwise specified by the parties, Electronic Transactions occur when the transaction offer sent by the Sender has been received and approved by the Beneficiary.
- 2) Approval of the Electronic Transaction offer as referred to in paragraph (1) must be made with an electronic acceptance statement.

Electronic Transactions as described in Article 21, namely;

- 1) The Sender or Recipient may carry out Electronic Transactions themselves, through parties authorized by them, or through Electronic Agents.
- 2) The party responsible for all legal consequences in the implementation of Electronic Transactions as referred to in paragraph (1) is regulated as follows:
 - a. carried out alone, all legal consequences in the implementation of Electronic Transactions are the responsibility of the transacting parties.
 - b. If it is done through the granting of power of attorney, all legal consequences in the implementation of Electronic Transactions are the responsibility of the attorney; or
 - c. If done through an Electronic Agent, all legal consequences in the implementation of Electronic Transactions are the responsibility of the Electronic Agent operator.
- 3) If the Electronic Transaction loss is caused by the failure of the Electronic Agent to operate as a result of a third party's direct action against the Electronic System, all legal consequences will be the responsibility of the Electronic Agent operator.
- 4) If the Electronic Transaction loss is caused by the failure of the Electronic Agent to operate due to the negligence of the service user, all legal consequences will be the responsibility of the service user.
- 5) The provisions as referred to in paragraph (2) do not apply in the event that it can be proven that the occurrence of coercive circumstances, errors, and/or negligence on the part of the Electronic System user.⁷

Article 22 of the Information and Electronic Transaction Law explains;

- 1) Certain Electronic Agent Operators must provide features on the Electronic Agents they operate that allow users to make changes to information that is still in the transaction process.
- 2) Further provisions regarding certain Electronic Agent operators as referred to in paragraph (1) shall be regulated by a Government Regulation.

In Government Regulation of the Republic of Indonesia No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PSTE). This PP PSTE regulates general provisions regarding:⁸

- 1) Electronic System
- 2) Electronic Transaction
- 3) Electronic Agent
- 4) Electronic System Operator
- 5) Related Sector Supervisory and Regulatory Agencies
- 6) Software
- 7) Electronic System Eligibility Certification
- 8) State Administration Agency

From PP PSTE, a derivative of PP is needed in the form of a Draft Ministerial Regulation (RPM) Mandate PP PSTE which regulates specifically regarding:

- 1) RPM Reliability Certification Institute
- 2) RPM for Electronic Certification
- 3) Electronic Certification RPM for Public Service Electronic System Operators (PSE)
- 4) RPM for Electronic System Operation
- 5) RPM for Electronic System Operation for public services
- 6) RPM Spam (electronic sending of promotional information)
- 7) PSE Governance RPM
- 8) RPM Domain Name Management
- 9) RPM Domain Name go.id

The importance of legal issues in the field of e-commerce is especially in providing legal protection for parties who conduct transactions via the internet.⁹ Given the importance of this, the Government of the Republic of Indonesia issued a special regulation that regulates transactions via the internet, namely Law Number 11 of 2008 concerning information and electronic transactions, hereinafter abbreviated as UU ITE. In Article 1 point 2 of the ITE Law, it is stated that electronic transactions are legal acts carried out using computers, computer networks or other electronic media. Electronic buying and selling transactions are one of the embodiments of these provisions. An e-commerce transaction is also a sale and purchase agreement similar to conventional buying and selling in general. In an e-commerce transaction also contains a principle of consensualism, which means an agreement from both parties. This offer and acceptance is the beginning of an agreement between the parties concerned.

After making an offer, the buyer is obliged to pay according to the price of the goods to be purchased. After the buyer makes payment, the seller is obliged to send the goods to be accepted by the buyer. The online offer and acceptance process is no different from the traditional offer and acceptance process. The difference is only in the media used, in e-commerce transactions the media used is the internet. Legal issues in the field of E-commerce are mainly in providing protection to the parties conducting internet transactions. Therefore, in 2008 Indonesia issued a special regulation that regulates internet transactions, namely the ITE Law. Electronic contracts must also have the same legal force as conventional contracts, which bind the parties as stated in Article 18 paragraph 1 of the ITE Law which states that "electronic transactions contained in an electronic contract are binding on the parties". When viewed from the civil law system, buying and selling via the internet cannot be said to be legal because in the sale and purchase transaction the seller and buyer do not meet in person so it is difficult to determine when an agreement occurs. That's why in addition to the guarantees provided by the seller or the merchant himself, guarantees from the government are also needed. The government has issued Law Number 11 of 2008 which was later amended by Law Number 19 of 2016 concerning Information and Electronic Transactions, but its implementation is not optimal, so that legal protection for buyers is still not guaranteed.

II. METHODS

The method used in the research uses normative research, namely a library research by examining library materials related to the object under study. This study uses a statutory approach and a case approach. The analysis used is in the form of qualitative analysis, namely data analysis by providing a description of the findings to answer the problems that occur. In this research, the writer uses normative legal research or library research. This normative legal research or library research is a research that examines document studies, which uses various secondary data such as legislation, court decisions, legal theory, and can be in the form of opinions of scholars. This type of normative research uses qualitative analysis, namely by explaining the existing data in words or statements, not with numbers.¹⁰

III. DISCUSSION

A. Online Transaction System (E-commerce) in Indonesia

E-banking or electronic banking is a form of banking service that is carried out using electronic technology and the internet. The average e-banking application only has features for payments, purchases and money transfers. One of the applications derived from e-banking is mobile banking, which is widely used by the public, especially for payments. Mobile banking has features that can be used to transfer money to other customer accounts and pay for electricity, PDAM, credit, credit cards, tickets, and others. Of course all payments and transfers are debited from our own savings. In the midst of the current COVID-19 pandemic, the most suitable bank service product is the use of digital banking. However, the increase in the use of mobile banking (e-banking) by the public is higher than the use of digital banking because there are still many people who are not very familiar with the use of digital banking. In addition, because people will tend to choose banking services according to their respective needs, where many features in digital banking are not needed by the public.

1. Electronic Facilities or Electronic Documents in Indonesia

Law No. 11 of 2008 which has been amended in Law Number 19 of 2016 concerning Electronic Information and Transactions (UU ITE) is the first cyber law owned by Indonesia. Electronic Commerce is also supported by Law Number 7 of 2014 concerning Trade. The regulation of e-commerce in this law is intended to provide certainty and understanding of what is meant by e-commerce and to provide protection, certainty to electronic business actors, e-commerce providers, and consumers in conducting trading activities through electronic systems. The validity of the contractual relationship in e-commerce activities still refers to the material requirements not to contain clauses that cause harm to the parties. Although technically the transaction is carried out through the internet network where the contract occurs due to the meeting of the terms and conditions in an electronic offer with the conditions / approval electronically. Based on the provisions of Article 65 of Law Number 7 of 2014 concerning Trade, it is regulated that every business actor who trades goods and or services using an electronic system is required to provide complete and correct data and or information.

On the other hand, the existence of objects in electronic transactions cannot be perfectly perceived electronically, so that consumers must be given the opportunity to cancel the agreement if the object is not as expected and/or agreed upon. Prospective buyers/users must be given the opportunity to make such cancellations with the consequence of refunding administrative fees. With regard to accountability and the level of trustworthiness in determining the weight of proof of an electronic contract, it is necessary to pay attention to the reliability of the security of the electronic system, both in the context of the information system and the communication system used.¹¹ The provisions of Article 5 of the ITE Law state that Electronic Information can be a valid evidence, but the extent to which such information has binding power in evidence is determined by its reliability aspect. The consequence is that the presence of electronic information as evidence cannot be due to the fact that it is in an electronic system, but what must be considered is its functional equivalent approach, such as the feasibility of written evidence on paper. It can look at the security or authentication system (e-authentication), one of which is the use of Electronic Signature technology. So it can be stated that an electronic authentication system is equivalent to the use of an electronic signature.¹²

2. E-commerce in Indonesia Already Regulated in the Trade Law

The total value of the Indonesian e-commerce market in mid 2013-January 2014 is predicted by Vela Asia and Google to reach USD 8 billion and is predicted to continue to increase to reach USD 24 billion. Visa estimates that online shopping in Indonesia will grow 40 percent this year and 53 percent next year, from 23 percent last year. Considering the rapid growth of e-commerce, many regulations related to e-commerce have been regulated in Law (UU) Number 7 of 2014 concerning Trade. "Regulation of e-commerce is a mandate of Law Number 7 of 2014 concerning Trade," said Director of Business

Development of the Ministry of Trade, Ir. Fetnayeti, MM.¹³ The e-commerce arrangement provides certainty and understanding of what is meant by Trading Through Electronic Systems (hereinafter abbreviated as PMSE) and provides protection and certainty to traders, PMSE organizers, and consumers in conducting trading activities through electronic systems.

The Trade Law stipulates that every business actor who trades goods and or services using an electronic system is required to provide complete and correct data and or information. Every business actor is prohibited from trading goods and or services using an electronic system that is not in accordance with the data and or information and the use of the electronic system must comply with the provisions stipulated in the Law on Information and Electronic Transactions. PMSE data and or information must at least contain the identity and legality of Business Actors as producers or Distribution Business Actors, technical requirements for goods offered, technical requirements or qualifications for services offered, prices and methods of payment for goods and or services, and methods of delivery of goods. "In the event of a dispute related to a trade transaction through an electronic system, the person or business entity experiencing the dispute can resolve the dispute through the courts or through other dispute resolution mechanisms. Every business actor who trades goods and or services using an electronic system that does not provide complete and correct data and or information will be subject to administrative sanctions in the form of license revocation," explained Fetnayeti.¹⁴

3. Supporting Policies and Regulations *E-commerce*

The government as a regulator in the development of the e-commerce climate prepares policies and regulations that support the implementation of electronic transactions in e-commerce, including by:

1. Law of the Republic of Indonesia No. 11 of 2008 concerning Information and Electronic Transactions (ITE).

Nine Articles in Law No. 11 of 2008 concerning Information and Electronic Transactions mandate the establishment of a Government Regulation concerning:

- 1) Reliability Certification Agency (Article 10 Paragraph 2);
- 2) Electronic Signature (Article 11 Paragraph 2);
- 3) Electronic Certification Operator (Article 13 Paragraph 6);
- 4) Electronic System Operator (Article 16 Paragraph 2);
- 5) Implementation of Electronic Transactions (Article 17 Paragraph 3);
- 6) Electronic Agent Operator (Article 22 Paragraph 2);
- 7) Domain Name Management (Article 24);

2. Government Regulation of the Republic of Indonesia No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PSTE).

This PP PSTE regulates general provisions regarding:¹⁵

- I. Electronic System
- II. Electronic Transaction
- III. Electronic Agent
- IV. Electronic System Operator
- V. Related Sector Supervisory and Regulatory Agencies
- VI. Software
- VII. Electronic System Eligibility Certification
- VIII. State Administration Agency

3. Bank Indonesia Regulation No.11/12/PBI/2009 concerning Electronic Money (Electronic Money) Following are the important adjustment points of PBI regarding Electronic Money Operation:¹⁶

- 1) The principle of operating electronic money that does not pose a systemic risk, operating with sound financial conditions, strengthening consumer protection, and business that is beneficial to the Indonesian

economy. In addition, the administration of electronic money is also based on the principle of preventing money laundering and terrorism financing.

2) The scope of regulation of electronic money includes open loop electronic money (can be used as a payment instrument to providers of goods and services outside the issuer of electronic money), and closed loop electronic money (can only be used as a payment instrument to providers of goods and services to the EU issuer).

In this arrangement, every party acting as an electronic money operator is required to obtain a permit from BI, except for closed loop electronic money issuers with float funds below Rp 1 billion ;

3) Each electronic money issuer can only obtain a license for one type of group, namely the front end operator group (issuer, acquirer, payment gateway operator, electronic wallet operator, and fund transfer provider) and back end (principal, switching provider, final settlement provider). , clearing organizer).

4) The party issuing the license as the operator must be a bank or an institution other than a bank in the form of a limited liability company. Each operator is also required to meet the requirements of the feasibility aspect which includes institutional and legal aspects, business and operational feasibility, as well as aspects of governance, risk, and management.

5) Institutional issuers other than banks are required to have a minimum paid-up capital of IDR 3 billion and are required to increase the minimum paid-up capital in line with the increase in the average amount of float funds.

6) The composition of share ownership for non-bank institution issuers is 51% domestic and 49% foreign. (Also read: BI Limits 49% Foreign Ownership in Electronic Money Companies)

7) Banks or non-bank institutions applying for licenses as providers are required to submit statements and guarantees accompanied by statements from independent legal consultants.

8) Bank Indonesia may conduct a fit and proper test of controlling shareholders, members of the board of directors, and members of the board of commissioners of non-bank institutions that apply for licenses to become electronic money operators.

9) Each party is prohibited from becoming the controlling shareholder of more than one Payment System Service Provider (PJSP). The development of internet-based e-commerce takes advantage of the large number of accessors on e-commerce sites, thus encouraging e-commerce providers to provide a global payment platform that makes it easier for users to transact through various e-payments.

B. The validity of the online sale and purchase agreement (*E-commerce*)

Electronic commercial transactions (e-commerce) are a form of modern business that are non-face and non-sign (without meeting face to face and without being signed). Electronic commercial transactions (e-commerce) have several special characteristics, including that these transactions are paperless (without written documents), borderless (without geographic boundaries) and the parties conducting the transactions do not need to meet face-to-face. Electronic commercial transactions (e-commerce) refers to all forms of commercial transactions based on electronic processing and data transmission through electronic media. Electronic transactions between e-merchants (parties who offer goods or services via the internet) and e-customers (parties who buy goods or services via the internet) that occur in cyberspace or on the internet generally take place in a paperless transaction, while the documents used in the transaction is not a paper document, but an electronic document (digital document).

IV. CONCLUSION

From what has been described and stated above, the following conclusions can be drawn:

[1] Electronic commercial transactions (e-commerce) are a form of modern business that are non-face and non-sign (without meeting face to face and without being signed). An agreement has been declared born at the time of reaching an agreement or agreement between two parties regarding a subject matter that is the object of the agreement. Agree here means a conformity of understanding (opinion) and desires between two parties. In that context, there is a meeting of wills between two parties to do or not to make an agreement. The same applies to contracts (agreements) made electronically. In conventional society, an agreement is

enough to rely on the conformity of the will. The meeting of wills is enough with the presence of both parties to agree on what was agreed.

[2] The positive and negative impacts of buying and selling online electronic (e-commerce) is an option and has risks that must be borne by the buyer. However, according to the business concept, it is profitable because it does not incur additional costs to get to the destination location, it's just that the allocation of costs is transferred to the quota and the contents of the transaction system with various non-cash payment instruments that are now very familiar. However, to be more careful when you want to shop online, look first in terms of product assessment reviews

[3] The validity of an online or electronic (e-commerce) sale and purchase agreement by a party with a different legal system is still valid. This can be seen even though the different legal systems of the agreement occur because of a prior agreement between the parties, where when they want to enter into an e-commerce contract the parties can determine the choice of law and the choice of which forum is the basis for implementing e-commerce as well as being a second agreement. parties in the event of a dispute in the future. If a choice of law is not made, then to determine the applicable law, the principles/theories in International Private Law must be used.

V. SUGGESTIONS

a. There needs to be clear legal protection regarding e-commerce agreements in Indonesia so that it does not create legal uncertainty and high risks for business actors who transact e-commerce. The form of contracts in electronic commerce activities is essentially called an online contract, which is very different from conventional contracts. Therefore, it is hoped that in the future the renewal of contract law in electronic commerce activities is very important. Because the Civil Code and the ITE Law are deemed unable to fully guarantee contracts made through the internet or e-commerce media.

b. Although there are conveniences provided by e-commerce, it turns out that there is also a factor that hinders the implementation of e-commerce which turns out to be problematic for the implementation of e-commerce itself. One of them is the seller's responsibility if he defaults in buying and selling through e-commerce. The implementation of contracts in e-commerce generally occurs between parties who are domiciled in different countries or cities, so that the implementation of e-commerce contracts does not experience obstacles, of course problems regarding the jurisdiction of the court's authority in handling the dispute must be found a solution and there are definite legal rules in its arrangement .

c. Caution is needed because the positive and negative impacts of electronic online buying and selling (e-commerce) are an option and have risks that must be borne by the buyer and besides that this mechanism is considered less suitable if applied to the complaint system in online trading. The transaction value that is not too large is one of the considerations for parties who suffer losses not to report the loss to law enforcement officials. Moreover, there is a paradigm that the costs of such reporting outweigh the losses themselves. For that, we need a complaint system that is fast, easy and especially must be online as well. It is better if law enforcement officers also issue a blacklist/blacklist for users of this online trade which has been proven to be detrimental to other parties.

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