



## Legal Issues of Eliminating Electronic Contracts in E-Commerce Transactions: A Digital Consumer Protection Perspective

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<p><b>Article History</b> Received: 2025-05-12 Revised: 2025-05-22 Published: 2025-05-30</p> <p><b>Keywords:</b> <i>Electronic agreement, e-commerce, consumer protection</i></p>	<p>The development of digital technology has transformed transaction patterns from conventional systems to platforms.e-commerce, creating new challenges in the legal aspects related to the cancellation or termination of electronic contracts, which impacts consumer protection in the digital era. This study examines in depth the legal complexities in the context of terminating electronic contracts in transactions.e-commerce, with a specific focus on consumer protection aspects in Indonesia's digital environment. The research was conducted using a normative juridical methodology, integrating legislative and conceptual approaches, relying on analysis of secondary data covering primary, secondary, and tertiary legal materials. The research findings reveal distinctive characteristics in the termination of electronic contracts in the digital realm.e-commerce compared to traditional contracts, particularly in terms of evidence and conflict resolution. This study identifies gaps in the existing regulatory framework, where digital consumer protection has not been optimally accommodated in the context of electronic contract termination, indicating the urgency of implementing regulatory updates that are more responsive to the dynamics of digital technology</p>

### I. INTRODUCTION

The digital transformation that has been taking place over the past few decades has introduced a new paradigm in the world of commerce, particularly through the growth of electronic transactions, or e-commerce. This phenomenon has not only changed the way people conduct transactions but has also created new complexities in the legal aspects governing the relationship between consumers and businesses. One important issue that has emerged is the mechanism and legal implications of eliminating electronic contracts in e-commerce transactions, particularly from the perspective of consumer protection in the digital age.

Advances in information and communication technology have created a virtual space that allows commercial transactions to occur without geographical or temporal limitations. Through e-commerce platforms, consumers can conduct transactions anytime and anywhere, creating unprecedented efficiency.

This has never happened before in the history of trade. However, this convenience also brings new challenges, especially in terms of legal certainty and consumer protection when it occurs or deletion cancellation electronic.

In Indonesia, even though there are regulations governing electronic transactions through the ITE Law and its derivative regulations, there are still... area gray related mechanism And legal consequences of the termination of electronic contracts. This complexity is further increased given the unique characteristics of electronic contracts that differ from conventional contracts, such as the absence of direct interaction between the parties, the use of digital signatures, and potential problems in verification of the identity of the parties. The consumer protection aspect becomes increasingly important when dealing with the phenomenon of electronic contract termination. Digital consumers are often in a disadvantaged position.

Consumers are weaker than business actors, particularly in terms of access to information and the technical ability to fully understand the implications of the electronic contracts they enter into. This situation can lead to losses for consumers when electronic contracts are cancelled or terminated, whether due to technical or legal factors. This complexity is further compounded by the cross-jurisdictional dimension of e-commerce transactions, where

consumers and business actors may reside in different jurisdictions. This raises fundamental questions about which law applies and what effective dispute resolution mechanisms exist when issues related to the termination of electronic contracts arise. This study aims to analyze the legal challenges arising from the phenomenon of electronic contract termination in e-commerce transactions, with particular attention to the aspect of digital consumer protection. Through a comprehensive review of the existing legal framework, business practices, and relevant case studies, this study seeks to provide a deeper understanding of the challenges and solutions in addressing the issue of electronic contract termination and provides recommendations for developing a legal framework that is more adaptive to the dynamics of digital commerce.

Transaction convenience And efficiency, offer allows Consumers can make purchases anytime, anywhere. However, this convenience also carries significant risks. Several studies have shown that the unique characteristics of electronic transactions, such as the lack of face-to-face interaction and the use of digital signatures, create loopholes for potential fraud and violations of consumer rights. According to Widyanto and Kholil (2021), current regulations, such as Law Number 8 of 1999 concerning Consumer Protection (UUPK), are still limited in regulating consumer rights and obligations in electronic transactions, creating a gray area that businesses can exploit to avoid responsibility.

In the Indonesian context, although regulations governing electronic transactions through the ITE Law exist, significant challenges remain in its implementation. Research by Fista et al. (2023) showed that although the Consumer Protection Law (UUPK) aims to ensure legal certainty in e-commerce transactions, its effectiveness in protecting consumers from fraudulent practices remains questionable. This is due to a lack of public understanding of their rights and a lack of clarity regarding dispute resolution mechanisms when problems arise.

## II. RESEARCH METHOD

This research uses a normative juridical method. Which focuses on the collection and analysis of legal norms, legal principles, and legal doctrines relevant to the research topic. This method involves the study of literature from

primary, secondary, and tertiary sources to understand the legal framework. Which arrange contract electronic consumer protection in e-commerce transactions.

## III. RESULTS AND DISCUSSION

### A. Existence of Electronic Contracts in E Commerce Transactions

Electronic contracts in Indonesia have strong legal basis, especially regulated in Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) and its amendments through Law Number 19 of 2016. The ITE Law provides definitions and clear legal framework for transactions Electronic contracts, including electronic contracts. Article 1, number 17 of the ITE Law states that an electronic contract is an agreement made through an electronic system, which binds the parties based on their agreement.

**Analysis of ITE Law No. 11 of 2008 and its amendments.** The ITE Law is a significant milestone in regulating electronic transactions in Indonesia. Its articles regulate various aspects, from the validity of until contract protection consumer. The changes made to the ITE Law, particularly to Article 18A, provide affirmation of the parties' authority to choose the applicable law in electronic transactions. This shows that even though the contract is made electronically, the parties still have the freedom to determine the legal provisions governing their relationship.

**Regulations in PP No. 71 of 2019.** Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) also plays a crucial role in regulating electronic contracts. This regulation establishes the requirements for a valid electronic contract, such as agreement between the parties, legal capacity, a specific object, and compliance with applicable laws and regulations. This provides legal certainty for businesses and consumers in conducting electronic transactions.

**Relation to the Civil Code.** Electronic contracts are also subject to the provisions of the Civil Code (KUHPerdata). Article 1320 of the Civil Code stipulates the requirements for a valid agreement, namely the existence of an agreement, the capacity to perform legal acts, a specific object, and a lawful cause. These

requirements also apply to electronic contracts, so even though the form differs from conventional contracts, the basic principles of civil law remain relevant.

Special Characteristics of Electronic Contracts Electronic contracts have unique characteristics that distinguish them from traditional contracts. Some of these characteristics include:

- a. Electronic contracts can take the form of digital documents signed electronically. This format allows for easy storage and access of information for the parties. Even though they are not in physical form, the validity of the contract remains maintained as long as it meets the requirements stipulated by the ITE Law and the Civil Code.
- b. In electronic contracts, the parties can be from different geographical locations and do not need to meet in person. This creates flexibility but also adds complexity in terms of identity verification and the legal capacity of the parties. Therefore, it is important for each party to ensure that they understand the terms and consequences of the agreement they make.
- c. The validity of an electronic contract is determined by fulfilling the requirements for a valid agreement as stipulated in the ITE Law and the Civil Code. A contract is considered valid if it meets criteria such as agreement between the parties, legal capacity to enter into a contract, a specific object, and a lawful cause. Therefore, even if executed digitally, the contract remains legally binding.

## **B. Mechanism Delete it Contract Electronic**

### **1. Factors Causing the Abolition of Electronic Contracts**

- a. Unilateral cancellation Unilateral cancellation occurs when one party to a contract decides to cancel the agreement without the consent of the other party. This is often stipulated in the terms and conditions of the contract, which give one party the right to cancel under certain conditions. In the context of e-commerce, unilateral cancellation is caused by product availability and delivery. In the practice of buying and selling, consumers often feel disadvantaged due to delivery

problems, whether the goods are delivered late, damaged, or even lost.

- b. Agreement of the parties Contract cancellation can also occur through mutual agreement. If both parties agree to cancel the agreement, the contract is considered null and void. This agreement is usually reached after negotiation and may involve considerations such as changing market conditions or the inability to perform. fulfil agreed.
  - c. Force majeure Force majeure is a condition in which one party, the debtor, is unable to fulfill the terms of an agreement or its obligations. Force majeure can result in a contract being voided or suspended and may also be deemed invalid under law. This is due to the debtor's inability to fulfill its obligations due to certain unavoidable circumstances. Examples of force majeure situations include natural disasters, war, or pandemics.
  - d. System error System errors can occur in electronic transactions, such as data processing errors or other technical errors that result in incorrect or inaccurate information. If these errors affect the substance of the agreement, either party may have grounds to rescind the contract under legal principles governing errors in the formation of agreements.
  - e. Default in e-commerce transactions A breach of contract occurs when one party fails to fulfill its obligations as agreed. There are four types of breach of contract: failure to perform as agreed, performance of the contract but not in accordance with the agreement, performance of the contract but with delay, or performance of an act prohibited by the agreement. In e-commerce, this can mean the inability to deliver a product according to specified specifications or late delivery. The affected party has the right to request cancellation of the contract. and may also be entitled to compensation.
- ### **2. Electronic Contract Cancellation Procedure**
- a. Consumer cancellation mechanism Consumers have the right to cancel agreed-to digital contracts, usually in accordance with the terms and conditions

set by the e-commerce platform. The consumer cancellation process generally includes the following steps:

- 1) Cancellation Request: Consumers need to submit a cancellation request, which can be done through the features available on the e-commerce platform.
  - 2) Agreement Seller: After Once a request is submitted, the seller has the right to accept or reject the request. If the seller approves the cancellation, the next step can be taken.
  - 3) Return of Goods: If the goods have been received, the consumer may be required to return them in accordance with the procedures set by the seller.
  - 4) Refund: Once all previous steps are completed and approved, the funds will be returned to the consumer based on policy return which applies.
- b. Cancellation mechanism by the seller The seller has the right to cancel the electronic agreement under certain circumstances. This process usually includes the following steps:
- 1) Determine the Reason for Cancellation: The seller needs to have a valid basis for canceling, such as delay in delivery, unavailability of goods, violation of provisions or by consumer.
  - 2) Notice to Consumers: Seller must inform consumer about to cancellation of the contract and provide an explanation of the reasons behind the decision.
  - 3) Returns Money: if customer has do payment, seller required to arrange refunds in accordance with the policies and procedures applicable to the e-commerce platform.
  - 4) Documentation: Seller need document all steps and communications related to cancellation for legal and transparency purposes.
- c. The role of the marketplace in the cancellation process

The marketplace serves as a platform for e-commerce transactions and as a liaison that assists buyers in filing reports or complaints against sellers or couriers delivering goods. Marketplace responsibilities in the event

of unilateral cancellations include, based on three examples of marketplaces, providing a service to report unilateral cancellations, ensure process refund, ready to mediate between seller and buyer, and try to resolve the problem peacefully before taking legal action.

### **C. Legal Problems in E-commerce Practice**

#### **1. Procedural Issues**

##### **a. Unclear Cancellation Mechanisms.**

Unclear cancellation mechanisms in e-commerce are one of the problems that consumers often face in online transactions. One of the main aspects that creates this ambiguity is because they are not explained transparently and clearly to consumers. E-commerce platforms often do not provide clear information about the steps to cancel an order. In general, the implementation on Policy A good return policy should be clear, transparent, and easily accessible. However, consumers must understand and implement this policy before making a transaction to avoid the risk of losses that can arise due to differing policies between platforms. Problems can also arise during the claims process, especially when sellers are uncooperative, which is a major and very difficult challenge for consumers to overcome.

##### **b. Complexity of the Refund Process**

The main general problems that often occur in online buying and selling transactions are when there is a discrepancy between the advertisement and the original product, damage to the goods received, defective goods or the seller or marketplace violating the terms and conditions. agreement Which This can lead to protests and complaints from consumers. The numerous procedures involved in the refund process create difficulties for both consumers and e-commerce platforms. The refund process involves multiple steps and multiple layers of verification, requiring complex documentation. This complex process often makes it difficult for consumers to obtain refunds.

- c. Difficulties in providing electronic evidence Electronic evidence has weaknesses in terms of providing evidence because letters/ deeds which are virtual in nature have a high level of vulnerability to being changed and falsified or even The worst cases are those created by people who are not actually the perpetrators, but who act as if they are. This type of news often occurs, which of course will be very detrimental to the parties who become victims of the crime. In real life, data is very vulnerable to being changed, tapped, falsified, and can spread very quickly throughout the world. However, Article 4 of the ITE Law firmly states that electronic information and documents and their printouts are valid evidence and also have valid legal consequences.
- d. Obstacles to Dispute Resolution E commerce transactions in cyberspace are highly susceptible to disputes. The more advanced and widespread trade becomes, the higher the frequency of problems or disputes. Disputes in e commerce tend to be related to price, product quality, and delivery times. The evidentiary aspect of e-commerce disputes is also a serious obstacle. The characteristic of electronic transactions, which lack physical/tangible documents, can complicate the process of gathering and verifying evidence. Furthermore, the security and authenticity of electronic documents are often questioned. Another major obstacle is jurisdictional and legal issues. The cross-border nature of e-commerce transactions creates difficulty in determining the applicable law and the jurisdiction of the competent court. Technical aspects and digital evidence are also obstacles in resolving e commerce disputes. Difficulties in collecting and verifying digital evidence, as well as the potential for manipulating electronic evidence, often becomes an obstacle in the settlement process.
2. Substantial Issues
- a. Imbalance position position for for party. Imbalance The issue of party control in e commerce is quite disturbing and frequently encountered in modern transactions. We can see this when businesses and consumers are in an unequal bargaining position, where business owners have greater control over transactions and information than consumers. Similarly, we can see this imbalance in the drafting of electronic contracts, where consumers are often only given the option to agree or reject the terms. The practice of prepayment in e-commerce places consumers at greater risk
- b. Marketplace Platform Responsibilities Accountability if marketplace provider happen Inconsistency of objects bought and sold through marketplace transactions. Basically, the marketplace is not responsible for transactions carried out by sellers and buyers that occur on the marketplace site because the contract is carried out by the seller and buyer, however the marketplace is responsible. For answer system electronic And safe as well as implementation reliably Responsible for the operation of electronic systems. According to the Minister of Communication and Information's circular letter number 5 of 2016 concerning the Limitations of Liability of Merchant Platform Providers through an electronic system (electronic commerce) in the form of user generated content in the letter B.
- c. Consumer data protection One of the e-commerce problems we frequently encounter is consumer data leaks, which ultimately result in the data being traded by irresponsible parties. The purpose of consumer data protection regulations for e-commerce transactions is to regulate the collection, use, The storage and protection of consumer personal data in e commerce transactions is to protect privacy, security, and consumer rights in the use of personal data. The Republic of Indonesia has recognized the right to personal data protection as stated in Article 28 letter G, which explains that platform providers are required to

provide reporting facilities that can be used to submit complaints regarding prohibited content on the UGC Platform they manage, as well as take action on complaints or reports regarding content.

- d. Jurisdiction in cross-border transactions is a complex issue because it involves various aspects of international law. And domestic. This problem can arise because e commerce transactions cross national borders, raising questions about which law should apply and which court has the authority to handle the dispute. International cooperation in law enforcement is also key to addressing jurisdictional issues.

#### **D. Digital Consumer Protection Analysis**

Digital consumer protection in Indonesia becoming increasingly relevant with the rapid development technology And digitalization. Digital consumers, who transact through e commerce platforms, digital applications, or social media, face various risks, both related to economic transactions and the management of their personal data. Therefore, a clear regulatory framework is needed, involving the Consumer Protection Law (UUPK) No. 8 of 1999 and the Personal Data Protection Law (UU PDP) No. 27 of 2022, to ensure consumer rights are properly protected. This analysis will discuss three regulatory aspects.

important: Evaluation Regulation Legislation Invitations, Digital Consumer Protection Standards, and Regulatory Harmonization between UUPK and the PDP Law.

##### **Regulatory Aspects**

###### **a. Evaluation of Legislation**

Evaluation to regulation legislation Existing regulations are crucial to ensuring that digital consumer protection in Indonesia remains relevant to current developments. Two key regulations require a comprehensive evaluation: the Consumer Protection Law (UUPK) and the Personal Data Protection Law (UUPD).

1. Evaluation of UUPK. The Consumer Protection Law (UUPK) (Law No. 8 of 1999) regulates consumer protection in Indonesia in general, including in the context of goods and services transactions. Some provisions in the

UUPK can be applied to digital transactions, but there are several shortcomings that need to be addressed:

- 1) The Consumer Protection Law (UUPK) does not specifically regulate digital transactions. The UUPK regulates consumer protection for conventional, in-person transactions, but does not specifically regulate transactions through digital platforms. While some basic principles, such as the right to clear and honest information and the right to choose and obtain safe goods and services, apply, existing regulations does not cover many issues related to digital transactions, such as online fraud, unclear additional fees, and returns of goods or funds.
  - 2) Lack of Regulations Against Personal Data Abuse One of the major risks in the digital world is the misuse of consumers' personal data. The Consumer Protection Act (UUPK) does not specifically regulate the protection of personal data, which is often the target of theft or misuse by irresponsible business actors.
  - 3) Incompatibility with Technological Developments Rapid technological developments, such as artificial intelligence (AI), big data, and blockchain, require more adaptive regulations. The Consumer Protection Law, enacted in 1999, fails to fully address these new risks and challenges.
  - 4) Based on this evaluation, the UUPK needs to be updated or adjusted to be more relevant in the context of the digital world, taking into account rapid technological developments and minimizing legal loopholes.
- ###### **2. Evaluation of the Personal Data Protection Act (PDP Act)**
- The newly enacted Personal Data Protection Law (Law No. 27 of 2022) provides a crucial legal framework for personal data protection. Several aspects of the Personal Data Protection Law that need to be evaluated include:
- 1) Protection of Digital Consumer Personal Data The PDP Law provides clearer regulations on how personal data must be protected by those who collect it, including digital platforms. This is crucial because digital consumers often have to

provide their personal data (such as ID numbers, addresses, or payment information) when making transactions. The PDP Law provides consumers with the right to access change, and delete their personal data, which is a positive step in overcome potential misuse of personal data.

- 2) Oversight and Law Enforcement One of the challenges in implementing the Personal Data Protection Law is effective oversight and law enforcement against businesses that fail to comply with personal data protection provisions. The Personal Data Protection Law stipulates a personal data protection authority responsible for overseeing and enforcing these provisions. However, oversight and sanctions for violations in digital transactions need to be strengthened to provide a deterrent effect for businesses that ignore consumer rights.
- 3) Consumer Rights in Personal Data Management The Personal Data Protection Law grants consumers greater control over their personal data. Consumers can refuse or request that their personal data not be used by businesses for specific purposes. This is a significant development, given that personal data is now a highly valuable asset and is often misused.

An evaluation of the PDP Law shows that this law provides more comprehensive protection for personal data, but in its implementation, there are still challenges related to supervision and law enforcement that need to be improved.

#### b. Digital Consumer

Protection Standards consumer Protection requires higher standards of protection digital specific than those stipulated in the Consumer Protection Law. Several standards that need to be considered in order to improve digital consumer protection in Indonesia are as follows:

##### 1. Information Transparency

Consumers have the right to receive clear and honest information about products or services they purchase. In digital transactions, this is even more important because there is no direct interaction

between consumers and businesses. Therefore, every digital platform is required to provide complete information regarding products, prices, additional fees, terms and conditions, and return or refund procedures. Platform Providers' Obligation to Disclosure Information: Digital platform providers must provide clear information about their privacy policies and how consumers' personal data is used.

##### 2. Transaction Security

To ensure secure online transactions, businesses must employ strong encryption systems, two-factor authentication (2FA), and other protection tools to safeguard consumer data, particularly during payment transactions. Oversight and Sanctions for Transaction Security Oversight and enforcement of laws against businesses that disregard transaction security standards are crucial to prevent data breaches or fraud.

##### 3. Personal Data Protection

Consumer personal data in the digital world is a prime target for theft and misuse. Therefore, every platform must comply with the provisions of the Personal Data Protection Law to protect consumer personal data. Consumer Consent: Digital platforms must obtain explicit consent from consumers to collect and process their personal data. Consumers must also have the right to access, update, or delete their personal data in accordance with the provisions of the Personal Data Protection Law.

##### 4. Digital Consumer

Dispute Resolution entitled for Resolving disputes arising from electronic transactions. Therefore, every platform must provide a fast and fair dispute resolution mechanism, such as the Non-Governmental Consumer Protection Agency (LPKSM) or internal platform regulations that allow for refunds or product refunds in the event of a problem.

Settlement Dispute resolution must be carried out in a In a way efficient A number of with platform utilise provide Digital, technology. service 24/7 customer service or chatbots to handle consumer complaints and issues quickly.

##### c. Harmonization of Regulations

Harmonization between the Consumer Protection Law (UUPK) and the Consumer Protection Law (UU PDP) is a crucial step

towards creating a comprehensive legal framework for digital consumer protection. Several steps that need to be taken to harmonize the UUPK and the PDP Law are as follows:

1. Integration of Consumer Protection and Personal Data Protection Provisions

To ensure more comprehensive digital consumer protection, there needs to be integration between the consumer protection provisions in the Consumer Protection Law and the personal data protection provisions stipulated in the Personal Data Protection Law. For example, consumers must receive clear information not only about products or services but also about how their personal data is handled.

2. Joint Sanctions for Violations of Consumer Protection and Personal Data

Businesses that violate consumer and personal data protection laws must be subject to strict sanctions. This regulatory harmonization will ensure that businesses are not only subject to sanctions under the ITE Law or the PDP Law, but also under the Consumer Protection Law for violations related to consumer rights.

3. Increased Supervision and Law Enforcement

Supervision of business actors in the digital sector must be strengthened by involving various institutions, such as the National Consumer Protection Agency (BPKN), the Financial Services Authority (OJK), and the Indonesian Child Protection Commission (KPAI) for child protection aspects. In transaction protection digital, as well as Authority Data Personal for aspects personal data protection.

### **Practical Aspects**

In the digital era, digital consumer protection practices must adhere to existing regulations, both those stipulated in the Consumer Protection Law (UUPK) No. 8 of 1999 and the Personal Data Protection Law (UU PDP) No. 27 of 2022. Both regulations provide a legal framework for protecting consumer rights in digital transactions and the use of personal data. An analysis of practical aspects, including the implementation of consumer protection, the effectiveness of dispute resolution, and the role of consumer protection institutions, is

crucial to ensuring that consumers are not harmed and their rights are adequately protected. The following is a detailed discussion of these practical aspects.

a. Implementation of Consumer Protection: The implementation of consumer protection in the digital world must be based on the provisions of the Consumer Protection Law (UUPK) and the Consumer Protection Law (UU PDP), taking into account the specific characteristics of digital transactions. In general, the implementation of consumer protection must encompass the following key aspects:

1. Consumer Protection in Digital Transactions Based on UUPK The Consumer Protection Law (UUPK) regulates the rights of consumers and business actors in transactions, both conventional and digital. In the context of digital transactions, the UUPK regulates the following:

1) Consumers' Right to Obtain Clear and Honest Information (Article 4 letter d) Consumers have the right to receive clear information regarding the goods or services offered, prices, terms and conditions, and all other related information. In its implementation, digital platforms and businesses in the digital sector are required to provide honest and transparent information regarding products, services, and costs involved in transactions. Example Implementation: For example, e-commerce platforms like Tokopedia or Bukalapak must display clear information regarding prices, shipping costs, and product descriptions. Businesses are also required to provide information regarding return or refund policies if consumers feel they have been harmed.

2) The Right to Choose and Receive Safe Goods or Services (Article 4 letter a) Consumers have the right to choose and receive goods/services that are safe, free from defects, and meet expected standards. In digital transactions, this means that goods sold must meet the promised quality,

- and services must be safe to use. Implementation Example: Digital platforms such as Shopee or Lazada must ensure that the products sold do not pose a risk to the health or safety of consumers. In addition, they must also provide a verification system for sellers that filters out dangerous or counterfeit products.
- 3) Provision of a Return or Refund Mechanism (Article 4 letter f) Consumers who feel disadvantaged or receive goods/services that do not meet their expectations have the right to request a return or replacement of the goods. This also applies to digital transactions. Implementation Example: E-commerce usually has a return or refund system that allows consumers to file a claim if the goods are not suitable or damaged. For example, at Tokopedia or Bukalapak, there is a return policy that makes it easy for consumers to file a claim.
2. Protection of Personal Data Based on the PDP Law. The PDP Law provides deeper protection regarding the use of personal data in digital transactions. In this context, In implementing digital consumer protection, there are several aspects that must be considered:
    - 1) Agreement Consumer For Use of Personal Data (Article 7) Business actors who collect consumers' personal data in digital transactions must obtain explicit consent from consumers to use that data. Personal data may only be used for purposes that have been explained and agreed to by consumers. Implementation Example: Platforms such as GoJek or Grab that collect consumers' personal data (such as ID card numbers, addresses, and payment data) must ensure that agreement consumer they get before using the data. In addition, consumers must be informed about how the data will be processed and used.
    - 2) Consumer Rights to Access and Change Personal Data (Article 8) Consumers have the right to access, update, or delete their personal data. This implementation is important to maintain consumer control over their personal data processed by business actors. Implementation Example: Digital platforms such as Facebook or Instagram provide facilities for users to view and change their personal data. For example, users can change privacy settings or delete their accounts if desired.
  - 3) Personal Data Security (Article 13) Business actors who collect personal data are required to ensure that the data is stored securely, protected from leakage or misuse. Personal data must be protected with adequate technology, such as encryption or other protection. Implementation Example: Digital service providers such as OVO and Dana must ensure that transaction data and information Personal data is kept safe from the threat of hacking or data leaks. They must use encryption and a multi-layered security system.
    - b. Effectiveness of Dispute Resolution: Consumer dispute resolution in digital transactions is an integral part of consumer protection. In the digital context, disputes can arise between consumers and service providers or between consumers. The Consumer Protection Law and the Consumer Protection Law provide mechanisms that can be used to resolve these disputes.
  1. Dispute Resolution Based on UUPK several mechanisms UUPK regulates consumer dispute resolution, such as through mediation, arbitration, or civil lawsuits. Some relevant mechanisms in the digital world are:
    - 1) Mediation and Arbitration Mediation can be conducted by the BPKN (National Consumer Protection Agency) or other dispute resolution institutions. Business actors must provide adequate communication channels for consumers to file complaints and seek solutions. Implementation Example: For example, if a consumer purchases defective goods through an e-commerce platform, they can file a

complaint with the platform and use mediation services to reach a resolution without having to go through legal proceedings.

- 2) The Non Governmental Consumer Protection Agency (LPKSM) LPKSM acts as an institution that helps consumers and business actors resolve disputes. LPKSM can also provide recommendations or binding decisions based on existing regulations. Implementation Example: If a consumer and seller cannot reach an agreement regarding a refund or return of goods, they can bring disputes to LPKSM to obtain mediation or resolution in accordance with legal provisions.
2. Dispute Resolution Based on the PDP Law. The Personal Data Protection Law (PDP) gives consumers the right to sue businesses that fail to comply with regulations related to personal data protection. This includes misuse or leakage of consumers' personal data that could harm them. Consumers can file complaints or lawsuits if their personal data is misused or leaked. Dispute resolution can be achieved by reporting the violation to the Personal Data Protection Authority, which will investigate the case. Implementation Example: For example, if a consumer's personal data is stolen in a cyberattack or used without authorization, the consumer can report the violation to the Personal Data Protection Authority and follow the dispute resolution procedures stipulated in the PDP Law.

#### **IV. CONCLUSION AND SUGGESTIONS**

##### **A. Conclusion**

This study revealed that The elimination of electronic contracts in e commerce transactions in Indonesia faces various complex legal challenges, particularly in terms of consumer protection. Although regulations such as the ITE Law and the Consumer Protection Law already exist, they are still there is gap Which result in Legal uncertainty for digital consumers. Gaps in regulations and business practices highlight the need for legal reforms that are more responsive to the

dynamics of digital technology and the need for better consumer protection.

##### **B. Suggestions**

For consumer The ITE Law and the Consumer Protection Law (UUPK) should be revised to better align with digital developments. Educating the public about their rights in online transactions is also crucial to reduce the risk of loss. Furthermore, stricter oversight of business actors is needed to ensure regulatory compliance. Developing efficient and transparent dispute resolution mechanisms should also be a focus, so consumers feel safer conducting electronic transactions. These steps are expected to create a safer and fairer e-commerce environment for consumers.

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