

LEGAL PROTECTION FOR CONSUMERS IN ONLINE BUYING AND SALES TRANSACTIONS RELATED TO NON-CONFORMITY OF GOODS OFFERED

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Abstract

This research was conducted with the aim of knowing the legal issues based on Law No. 8 of 1999, Therefore, From Shopee user reviews it is known that the Shopee application still needs to be improved. For this reason, research was conducted to see public satisfaction with the Shopee application through the e-service quality method. goods purchased by consumers do not reach their hands and are sold conventionally (face-to-face). Consumers are often the subject of losses from online trading activities when the products received by consumers are not as ordered, delays in receiving products and non-delivery of products that have been ordered by consumers. The question that arises then is whether these provisions can apply universally to all cases, or only in certain cases that can create a sense of justice for the parties, With the formulation of the problem how to know the Legal Protection for consumers in online buying and selling transactions related to the Non-conformity of goods offered based on Law Number 8 of 1999 concerning Consumer Protection and how to know the legal consequences if business actors send goods that do not match the specifications of the goods offered in Online Buying and Selling. This study uses an empirical juridical method, namely by examining this research from primary data where data can be obtained directly from the first source through primary data acquisition, namely from field data that can be done through observation, observation, (interviews), or distributing questionnaires. In this study the author uses a statutory approach. The statutory approach is an approach carried out by analyzing rules and regulations related to legal issues. With the aim of getting answers to the problems raised with the conclusion of the use of rules applied in Law Number 8 of 1999 concerning Consumer Protection, legal protection is included in Article 7 paragraphs a, b, c, d. However, for consumers in South Jakarta City, it is not running effectively. Existing laws are not able to protect consumers as they should. Several consumers have filed complaints to demand compensation or redress, but business actors often ignore these complaints and are not responsible. As a result, the legal protection expected by consumers in South Jakarta City cannot be fulfilled.

Keywords : Legal Protection, Online Buying, Selling

INTRODUCTION

Economic activities in the current era of globalization are a very rapid change that through social and electronic media with the internet is better known in marketing as an online system that is increasingly popular and has become a necessity for consumers and producers, Protection of consumers is very important considering the increasing development of science and technology which in practice has indeed brought about many significant changes in sales transactions of goods or services using the internet, thus efforts are needed to provide legal certainty in protecting consumer rights, such is the complexity of cases concerning consumer protection (Kristiyanti, 2018). In 2015, Shopee was first established in Singapore and then expanded its network to various countries such as Indonesia, Malaysia, Thailand, Taiwan, Vietnam, and the Philippines.

Internet usage has become a big part of everyday human life from 2022 to early 2023, there are 62.2% of internet users who engage in certain e-commerce activities every week have purchased a product or service online, this phenomenon can cause companies to adapt by having an unprecedented ability to collect, analyze, and use consumer data on a large scale.

One indicator is that by early 2023, 41% of internet users aged 16 to 64 years discovered new brands, products, and services in Indonesia through search engines. In line with that, 37% of it comes from advertisements and recommendations or comments from social media. By January 2024, it had reached approximately 185 million Indonesians, and internet users in Indonesia amounted to approximately 66.5% of the total national population of 278.7 million people. This can be recorded by technology and telecommunications. This can be because for today's modern society, all aspects of life can be done with internet technology, but now it is quite dependent on internet access.

Mastery of technology can also be a prestige and indicator of a country's progress, a country is also said to be advanced if it has a high level of mastery of technology (high technology) but in the current modern global era, life is already dependent on the internet or cellphones and in the current modern global era, these activities can start from going to sleep until waking up almost related to internet access starting from students, students, teachers, lecturers, young professionals, employees, to traders who sell, The influence of the progress of IPTEK (Science and Technology) affects various aspects of life in Indonesia, both political, economic, and socio-cultural.

The positive and negative influences of advances in science and technology are:

1. Technological advancements in politics also impact political aspects, reflected in the values of openness and freedom within various government institutions. For example, DPR members' meetings can now be watched live by all Indonesians on streaming apps. The positive and negative impacts of technological advancements in politics include the following:
 - a. It can improve diplomatic relations between countries, implement open, honest, clean, fair governance, and prioritize democratic principles, information related to regulations, laws, or public notices from the government can be received by the public quickly.
 - b. The negative impacts of technological advancements in politics include the threat of national disintegration due to those seeking to divide and conquer, the spread of false information and news that can damage the image of certain figures, and the rise of racial, ethnic, and religious fanaticism within organizational forums.
2. Economics is a technology that is an inseparable part of society, especially in the economic aspect because every company or business activity, whether small or large scale, uses various technological innovations to be able to operate. However, in the economic aspect there are also positive and negative impacts.

- a. The positive impact of technology on the economic aspect is the development of new payment methods that are safer and more practical, the emergence of online markets or e-commerce that allow people to shop without having to leave the house, and an increase in production in various industrial sectors.
 - b. The negative impact of technology's influence on the economic aspect is the increase in unemployment because human labor is replaced by machines. Many markets and shopping centers have gone bankrupt due to e-commerce because not all sellers are able to use technology.
3. Socio-cultural advances in science and technology influence the lifestyles of Indonesian society. The internet has made access to the outside world easier, thus eroding the nation's culture. The positive and negative impacts on socio-cultural aspects include:
 - a. The positive impact of technology on the socio-cultural field is the ability to establish friendly relations with people all over the world, from countries being able to introduce national culture to the world, learning foreign cultures and languages becomes easier.
 - b. Meanwhile, the negative impacts of technology are the fading of the spirit of mutual cooperation and solidarity, the erosion of religious values in community life, and the emergence of a consumerist and hedonistic lifestyle.

However, at this time, it is rare for anyone to trade through barter. The use of technology in Indonesia can bring significant changes to the way people communicate and interact. From another perspective, humans cannot deceive themselves about the fact that technology can bring disaster and misery to modern humans. Media and literature discuss the negative impacts in general and specifically. This information comes from literature and journals in the form of side effects on children and adolescents in using technology which will have an impact on data on the impact of technological developments at this time . (Anggraeni et al., 2022). Advertising companies rely on this technology to match consumers with products that fit their mood.heart. while privacy activists have raised concerns over what they consider intrusive surveillance of intimate bodily functions and mental states (Yulianto et al., 2015). However, the development of e-commerce in Indonesia affects the rights and welfare of consumers through increased legal awareness, consumer protection regulations, and a focus on the quality of services and products. Data privacy and security are the main focus, with protection from cybercrime being increasingly strengthened (Saragih et al., 2023).

In the e-commerce marketing strategy in Indonesia, there are several aspects that are worth paying attention to. First, increasing the use of social media as the main marketing platform can have a significant impact. Through social media such as Instagram, Facebook, and others, e-commerce can also engage customers with product promotions, contests, and interactions (Djogo, 2022). The use of video marketing can also be a fairly effective strategy in introducing products and providing in-depth insights into product use. Collaboration with influencers, both celebrities and influential individuals on social media, continues to be a popular strategy that can influence consumer perception of a brand.

Technological advances can also make things easier for humans, when there are matters that are getting easier so that traders can now trade with transactions through cyberspace where sellers and buyers no longer meet face to face, almost all transactions from start to finish no longer have transportation and accommodation costs, and buyers or sellers can save costs. Sellers can ultimately compete in selling prices for goods online (Bactiar, 2012).

The digital era has brought fundamental changes in shopping preferences and behavior, driving a fairly widespread migration to e-commerce platforms, namely the convenience, wide product accessibility, and/or competitive prices being the main attractions of these platforms. However, these changes also pose challenges in the protection of rights,

privacy, data security, product quality standards, and dispute resolution mechanisms. Transaction security is crucial, requiring strong data security through encryption and secure computing protocols. Product quality and fair pricing remain determining factors in customer satisfaction (Febriyanti et al., 2020).

RESEARCH METHODS

Types of research

The form of research used in this study uses an empirical juridical research method, according to Suratman and Philips Dillah, namely this research is from primary data where data can be obtained directly from the first source through field research, and the acquisition of primary data, namely from field data can be done through observation, observation, (interviews), or distributing questionnaires. by using consumer behavior theory using a research method which is more of a clear description of a problem in accordance with the facts in the field. The existing library method is used to strengthen the focus used to research the natural conditions of objects in order to obtain qualitative research results that emphasize more meaning (Suratman, 2022).

The type of research used is empirical juridical legal research, also known as field research, which examines applicable legal provisions and what actually occurs in society. Empirical juridical research is legal research concerning the application or implementation of normative legal provisions in action in each specific legal event that occurs in society. In this research, the author uses a statutory approach. The statutory approach is an approach carried out by analyzing rules and regulations related to legal issues (Emzir, 2014).

Research Specifications

The strategy used in this research is a case study where the problem and focus of the research have been determined at the beginning before the researcher goes into the field, so the researcher uses a single embedded case study, by only observing the behavior of Shopee sellers in accessing the Shopee application. The theories in this research are used to measure how Shopee application sellers interact and use the application so that various behaviors of Shopee sellers in accessing the Shopee application can be known (Nawawi, 2003).

The author uses descriptive analysis in this research. Descriptive analysis itself aims to accurately describe individuals, conditions, symptoms, or certain groups or to determine the frequency of other symptoms that exist in society. The research specification with descriptive analysis is to provide a specific description based on data collected systematically, which means being able to describe and formulate something in the context of logical and orderly relationships so as to form a comprehensive, complete and integrated system that explains various chains of cause and effect related to a particular object (Bungin, n.d).

Data Analysis Techniques

After the data is obtained and collected, it is then processed and analyzed using descriptive analysis to answer the problems written in this thesis proposal, namely by describing the problems based on research and discussion in the form of explanations or sentence descriptions that are arranged systematically.

With this method, researchers found many and varied facts. These facts in their context were examined by researchers and resulted in a conclusion. To influence the results of this conclusion, it is based on good data analysis derived from field notes, interviews, observations, questionnaires, literature studies and the combination of the analysis results with the theory used in this study, namely the theory of responsibility where this theory is used as a basis for thinking to carry out a study or describe the theory used to study the problems that have been discussed. According to Lexy J. Moleong, data analysis techniques

are an activity of examining research instruments such as documents, notes, and recordings in a study (Mulhadi, 2017).

RESULT AND DISCUSSION

Legal protection for consumers in online buying and selling transactions related to non-conformity of the goods offered based on Law Number 8 of 1999 concerning Consumer Protection.

The enactment of Law Number 8 of 1999 concerning Consumer Protection provides legal protection for consumers so that the rights of consumers and business actors can be fulfilled, so that no party feels disadvantaged. "As has been explained, consumer protection is intended to provide certainty, security and legal balance between producers and consumers. The purpose of creating consumer protection can be explained in Article 3 of UUPK Number 8 of 1999. Which can be explained as follows:

1. Increase awareness and consumer independence to protect themselves.
2. Raising the dignity of consumers by preventing them from negative access to usage and/or services.
3. Increasing consumer empowerment in choosing, determining, and exercising their rights as consumers.
4. Creating a consumer protection system that contains elements of legal certainty and information transparency as well as access to information.

CanIt is concluded that the protection provided by law to protect consumers includes:

1. Legal protection provided by the government aims to prevent violations before they occur. This is contained in laws and regulations, which aim to prevent violations by business actors and can provide rules as limits for business actors in carrying out their obligations.
2. Legal protection aimed at resolving disputes arising in society due to differing interests. This form of repressive legal protection applies to both online site owners as business actors and consumers. Dispute resolution methods can be divided into two: litigation and non-litigation (Yasir, 2022). Consumer protection is broad in scope, encompassing consumer protection for goods and/or services, from the process of obtaining those goods and/or services to the consequences arising from their use. There are two aspects related to the scope of consumer protection:
 - a. Protection against the possibility that the goods delivered to consumers do not match what has been agreed upon.
 - b. Protection against the imposition of unfair conditions on consumers.

In Article 23 of Law Number 19 of 2016, an amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions, legal protection as a producer (merchant) is regulated as Intellectual Property Rights and in the name of a domain that is compiled into an intellectual work inIn any form. Meanwhile, the rights and obligations of consumers and business actors are not regulated in Law Number 19 of 2016, an amendment to Law Number 11 of 2008 concerning Information, Transactions, and Electronics, but are regulated in Law Number 8 of 1999 concerning Consumer Protection (Handriani & Prastini, 2020).

Based on Article 4 of Law Number 8 of 1999 concerning Consumer Protection, which regulates consumer rights, namely:

1. The right to comfort, security and safety in consuming goods and services.
2. The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange value and conditions and guarantees promised.
3. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services.
4. The right to have opinions and complaints heard regarding the goods and/or services used.
5. The right to receive advocacy, protection and appropriate efforts to resolve consumer

protection disputes.

6. The right to receive consumer guidance and education.
7. The right to be treated or served properly and honestly and without discrimination.
8. The right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be.
9. Rights regulated in other statutory provisions.

In the Law Consumer Protection, not only contains the rights of consumers, but also contains the rights of business actors as outlined in Article 6 of the Consumer Protection Law, namely:

1. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of the goods and/or services traded;
2. The right to obtain legal protection from good faith consumer actions;
3. The right to defend oneself appropriately in the legal settlement of consumer disputes;
4. The right to rehabilitation of good name if it is legally proven that the consumer's loss was not caused by the goods and/or services traded; and
5. Rights regulated in other statutory provisions.

In the ITE Law, the definition of an agreement is not specifically explained. In Article 1 number 17 of the ITE Law, an electronic agreement or contract is defined as: defined as an agreement between parties made through an Electronic System. In relation to the validity of the electronic agreement or contract, Article 18 paragraph (1) of the ITE Law stipulates that Electronic Transactions set out in an Electronic Contract bind the parties. The implementation of consumer protection is also supported by involving several parties as explained below:

1. Government

In implementing consumer protection, the government has an important role and is responsible for providing guidance and supervision regarding the implementation of the Consumer Protection Law. The government's responsibility for guidance is based on the provisions of Article 29 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, which explains that,

"The government is responsible for fostering the implementation of consumer protection that guarantees the rights of consumers and business actors and the implementation of consumer and business actor obligations."

Apart from that, the government's responsibility in fostering consumer protection is stated in Article 30 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, which states that,

"Supervision of the implementation of consumer protection and the implementation of statutory provisions is carried out by the government, the community, and non-governmental consumer protection institutions."

2. National Consumer Protection Agency

The National Consumer Protection Agency was established to support legal protection efforts for consumers. In this case, the National Consumer Protection Agency has the function of providing advice and considerations to the government regarding efforts to develop consumer protection in Indonesia. To carry out this function, the National Consumer Protection Agency has duties based on Article 34 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection.

3. Non-Governmental Consumer Protection Institution

Non-Governmental Organizations are also given the opportunity to provide legal protection for consumers and can be recognized by the government if they meet the requirements. Therefore, these Non-Governmental Organizations have duties as outlined in Article 44 paragraph (3) of Law Number 8 of 1999 concerning Consumer Protection (Kharisma Hidayah et al., 2022).

Regulations related to consumer protection in the digital business era are specifically governed by the ITE Law, which has undergone several amendments to keep pace with legal changes in society. The protections provided by the ITE Law are repressive in the sense that the contents of the provisions in the ITE Law are based on acts that are classified as criminal acts with sanctions in the form of imprisonment and fines (Tumbel, 2020).

The applicable article regarding protection for parties in online transactions can be seen in Article 9 of the ITE Law which states that "Business actors who offer products through electronic systems must provide complete and correct information related to the terms of the contract, manufacturers, and products offered". Next is Article 28 of the ITE Law which regulates prohibited acts in an online sales agreement, namely sellers are prohibited from spreading false and misleading news that can cause losses to buyers. Sellers who violate these provisions can be punished with a maximum prison sentence of 6 (six) years or a fine of IDR 1,000,000,000 (one billion rupiah) as regulated in Article 45A paragraph (1) of the ITE Law. Provisions related to online sales transactions regulated in the ITE Law are divided into appeals regulated in Article 28 paragraph (1) and criminal sanctions regulated in Article 45 paragraph (1).

Legal Consequences If Business Actors Send Goods That Do Not Conform to the Specifications of the Goods Offered in Online Buying and Selling

Shipping items that do not match the order is a common occurrence and has been experienced by most consumers in online shopping. Non-conforming items are items shipped by the business actor that are different from what was promised. This can be in the form of items delivered that are different from what was displayed or described, whether in color, size, shape, function and/or damaged or defective items that do not meet the promised quality standards.

Protecting consumers who are harmed by manufacturers in the context of purchasing products or goods online is a crucial aspect of ensuring fairness and transparency in the ever-growing world of e-commerce. Based on Law No. Law Number 19 of 2016 concerning Electronic Information and Transactions and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions are still recognized as legal and accountable electronic transactions and are enforced towards legal protection for consumers.

Consumers who agree to make a transaction to purchase the desired item can press the agreement word available in the Shopee application, as a form of action acceptance, which expresses agreement to an agreement in an electronic transaction. This acceptance is usually preceded by a statement of agreement to the terms and conditions of the online sale and purchase, which is a form of electronic contract (Panrizki, 2022).

Article 46 paragraph (2) of the PP concerning the Implementation of Electronic Systems and Transactions, Electronic Contracts are considered valid if:

- a. there is an agreement between the parties;
- b. carried out by a competent legal subject or one who is authorized to represent in accordance with the provisions of statutory regulations;
- c. there are certain things; and
- d. The object of the transaction must not be contrary to laws and regulations, morality and public order."

Article 47 paragraph (3) of the PSTE PP, Electronic Contracts must at least contain:

- a. identity data of the parties;
- b. objects and specifications;
- c. Electronic Transaction requirements;
- d. prices and costs;
- e. procedures in the event of cancellation by the parties;

- f. provisions that give the injured party the right to return goods and/or request a replacement product if there are hidden defects; and
- g. choice of law for settlement of Electronic Transactions.”

Shopee itself has issued an appeal that if you see a list of products/items that are prohibited from being sold on the Shopee application, users can report it to Click the "Report this Product" or "Report this User" button from the dropdown menu on the product or user page. When a policy violation occurs, Shopee will send an email, system message, and push notification to the Seller to notify them that the listing has been removed from the Shopee website. Shopee will then send a push notification to the Buyer about the listing.

In addition, if there is a violation of this policy, Shopee will impose sanctions such as (Bimantara & Pranoto, 2023) :

- a. Granting deletion to an account
- b. Restrictions on accounts
- c. Legal action.

In addition to the policies mentioned above, Shopee also has a refund and return policy, which often causes problems during transactions. This policy includes:

Requests for return of Goods and/or Refunds are determined under the following conditions and situations (Bimantara & Pranoto, 2023):

- a. The buyer has not received the product
- b. The item received is not in good condition;
- c. The product sent by the seller does not match the agreed details and information, for example, a different size or color;
- d. The product sent to the buyer differs in shape and material from the description information provided by the seller.
- e. The agreement that has been agreed between the seller and buyer must be sent to Shopee.

Shopee will only refund the buyer after receiving confirmation from the seller. If the seller has received the item returned from the buyer. If Shopee does not receive a response from the seller within the specified period, the refund will be processed. At the specified time, Shopee will act to return the money according to the existing amount to the buyer without confirming with the seller.

The problem that gives rise to disputes is that business actors refuse to provide compensation or damages to consumers who suffer losses due to the perpetrator's actions. Disputes that occur in electronic commerce can be resolved through an institution tasked with resolving disputes between consumers and business actors or through the courts, namely the general judicial environment (Article 45 UUPK and Article 72 paragraph (1) PP on Trade Through Electronic Systems). Settlement of consumer disputes related to the receipt of goods that do not match the order ends with the imposition of legal sanctions, whether civil, criminal or administrative. The following is the legal basis for imposing legal sanctions for violators of consumer rights, namely:

1. Legal Sanctions According to the Civil Code (KUHPerdara): Business actors who deliver goods that do not match the order or do not match what was agreed upon can be categorized as an act of breach of contract under the Civil Code. Breach of contract in the Civil Code is regulated in Article 1243 of the Civil Code, which reads:

"Compensation for costs, losses and interest due to failure to fulfill an obligation begins to be required if the debtor, even though he has been declared negligent, continues to be negligent in fulfilling the obligation, or if something that must be given or done can only be given or done within a time that exceeds the time specified."

The act of sending goods that do not comply with the agreement and result in losses to consumers gives rise to the consumer's right to demand compensation from the business actor on the grounds that the business actor has committed a breach of contract, and compensation

is considered a form of responsibility carried out by the business actor.

2. Legal Sanctions According to Law Number 8 of 1999 concerning Consumer Protection, if a dispute occurs between consumers and business actors, the parties, namely the business actor and the consumer, have the right to determine the dispute resolution method that will be used when the dispute occurs. Based on Article 45 of the Consumer Protection Law, consumer dispute resolution efforts can be carried out in 2 (two) ways, namely:

- a. Dispute resolution outside the court (non-litigation)

The Consumer Dispute Resolution Agency (BPSK) is an agency tasked with handling and resolving disputes between businesses and consumers. 21 Based on Article 52 of the Consumer Protection Law, one of the duties and authorities of the BPSK is to handle and resolve consumer disputes through the following methods:

- 1) Mediation

Mediation is a process in which a neutral third party helps resolve disputes between consumers and sellers. Many e-commerce platforms provide mediation services to help resolve disputes.

- 2) Arbitration

Arbitration involves a neutral third party making a decision on a dispute. Arbitration decisions are usually binding and can be appealed if mediation is unsuccessful.

- b. Dispute resolution in court (litigation)

Dispute resolution through the Court can be carried out based on applicable general judicial provisions. Business actors who violate Article 8 paragraph (1) of the UUPK can be subject to legal sanctions as regulated in Article 62 paragraph (1) which reads:

"Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah)."

Based on the provisions of Article 62 paragraph (1) of the Consumer Protection Act, consumers who receive goods that do not match their orders due to the actions of business actors who violate the provisions of Article 8 paragraph (1) can file a lawsuit in court. Article 63 of the Consumer Protection Act even states:

Regarding the criminal sanctions as referred to in Article 62, additional punishments can be applied, in the form of (UU, 1999):

- 1) Confiscation of certain goods;
- 2) Announcement of the judge's decision;
- 3) Compensation payment;
- 4) Order to stop certain activities that cause consumer losses;
- 5) Obligation to withdraw goods from circulation; or Revocation of business permit.

3. Legal Sanctions According to Law Number 11 of 2008 concerning Electronic Information and Transactions which has been amended by Law Number 19 of 2016.

In addition, business actors who commit acts that harm consumers in electronic transactions as stated in Article 28 paragraph (1) may be subject to legal sanctions as stated in Article 45A paragraph (1), namely:

"Any person who intentionally and without the right to spread false and misleading news that results in consumer losses in Electronic Transactions as referred to in Article 28 paragraph (1) shall be punished with imprisonment of up to 6 (six) years and/or a maximum fine of IDR 1,000,000,000.00 (one billion rupiah) (UU, 2016)."

The research revealed that respondents had received items that did not match the description or product information promised by the seller. This led to consumer disappointment

and, in addition, losses.

“For Shopee, I am actually satisfied shopping on this app, it is complete and varied, sometimes the problem is that the items in the catalog and the actual items are different, sometimes the items I want are good, but the ones sent are bad, and the online shop already has the mall ori sign, how can they sell original items but sell bad items? Please sort out the shops that will be marked mall ori, so that buyers are not deceived.”

Consumers explain that product information in an e-commerce storeShopee is crucial for consumers when deciding to purchase items from the store. This is what attracts buyers to purchase items because they meet their expectations, as promised by the seller in the product description on their Shopee store. However, consumers receive the opposite. They don't receive the product they were promised in the description. This issue, of course, leaves consumers feeling disappointed and disadvantaged.

On the other hand, the obligations for business actors based on Article 7 of the Consumer Protection Law are: "providing correct, clear and honest information regarding the condition and guarantee of Goods and/or services and providing an explanation of use, repair and Maintenance; providing compensation, restitution and/or replacement if the Goods and/or services received or utilized do not comply with the Agreement". This article is intended for business actors who do not fulfill the obligations in the agreement that has been agreed with consumers. Where it is expressly stated that business actors have achievements that must be fulfilled to consumers. Business actors must understand this rule, so as not to cause losses to their own consumers, and on the other hand business actors also do not lose the trust of consumers, so that they can continue to run their business for a long time. If the goods received by consumers do not comply with what was agreed by the business actor, the business actor must have good intentions to compensate the Consumer in the form of compensation or in the form of returned goods.

Article 28 paragraph (1) of the ITE Law, business actors who include incorrect information regarding the products they trade can be subject to strict sanctions and canresolved through criminal channels. This is intended to prevent businesses from acting arbitrarily towards consumers. Therefore, this law regulates all business actions and also protects consumers from arbitrary actions by business actors that could result in harm.

The aforementioned legal regulations serve as the legal umbrella for consumer protection. Therefore, consumers and businesses need to know and understand these regulations to prevent any behavior that could cause harm to one another. Therefore, adherence to the law can foster peace in buying and selling transactions, particularly in electronic systems (Panrizki, 2022).

To address the various issues that arise when transacting through Shopee, consumers should receive adequate legal protection. This protection is regulated by Law Number 8 of 1999 concerning Consumer Protection. Legal protection encompasses preventive and repressive measures. Preventive measures aim to prevent disputes by regulating business actors, guaranteeing consumer rights, and providing protection. Overall, these regulations aim to protect consumers from losses arising from inaccurate information and provide a legal basis for consumers to assert their rights in marketplace transactions.

In Satjipto Rahardjo's theory regarding legal protection for consumers, the author found that many consumers still experience losses and Shopee's response is unsatisfactory. In reality, the applicable laws cannot protect consumers as they should. Consumer rights stipulated in the consumer protection law, which is a form of legal protection for consumers from the government and the state, are not being implemented as they should.

CONCLUSIONS

The form of legal protection provided by the government to consumers to protect them from losses is stipulated in Law Number 8 of 1999 concerning Consumer Protection. However, in practice, this legal protection is often ineffective. Of the 15 consumers involved in this study, 5

admitted to not receiving the legal protection they should have received because business actors were not responsible for the losses they experienced. The authors found that consumer rights under this legal regulation are often not adequately protected. Consumers still experience losses due to the actions of business actors, but business actors fail to fulfill their responsibility to provide compensation. Thus, the authors conclude that legal protection for consumers in South Jakarta is not effective. Existing laws are unable to protect consumers as they should. Consumer rights stipulated in the consumer protection law, which should be a form of legal protection from the government and the state, are not being implemented properly. Some consumers have filed complaints demanding compensation or redress, but business actors often ignore these complaints and do not take responsibility. As a result, the legal protection expected by consumers in South Jakarta cannot be met.

The authors conclude that there are numerous obstacles in the implementation of legal protection for consumers. These obstacles are caused by various factors, including those from businesses, consumers, and the Shopee e-commerce application. The research findings indicate that legal protection for consumers is often ineffective due to these various obstacles. These obstacles include businesses breaking promises, businesses not acting in good faith in responding to consumer complaints, consumers' lack of understanding of legal protection, the lengthy return or refund process in the Shopee application, and consumers' lack of concern in asserting their rights. All of these factors contribute to the ineffectiveness of legal protection for consumers identified in this study.

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