



Protection of consumer personal confidential data on social media associated with electronic trade transactions in Indonesia

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Abstract

Article 1 paragraph (2) of the Law on Information and Electronic Transactions states that, "Electronic transactions are legal actions carried out using computers, computer networks, and/or other electronic media. In accordance with the explanation of the article above, e-commerce buying and selling activities are included in electronic transactions because the media used is a computer via the internet network. In buying and selling electronically, consumers are usually positioned as a party whose rights are sidelined as stated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection.

Based on the explanation above, the problem of legal protection for consumers and the responsibilities of business actors and legal remedies that can be taken in the event of a dispute relating to the protection of consumers' personal confidential data is something that must be considered, because until now there have been no specific provisions or rules governing electronic commerce. In this statement, there are three formulations of the problem: whether the 1999 consumer protection law and the 2008 ITE law have protected consumers' confidential personal data when conducting electronic transactions, legal remedies that can be taken by consumers who have suffered losses related to leakage of their personal confidential data and obstacles to consumer law enforcement challenges in electronic transactions in the millennial era.

This study aims to explain and analyze various issues regarding the legal protection of consumers' personal confidential data and see how far consumer protection laws are in protecting consumers and the efforts that can be taken by consumers in the event of a dispute.

This study uses normative juridical research methods, namely law is conceptualized as norms, rules, principles, principles or dogmas. Normative juridical research is research that is focused on examining the application of rules or norms in positive law.

The results of the study show that the Consumer Protection Law and the ITE Law are not efficient enough in their regulation, it's just that in electronic trading practices there are still business actors who do not comply with the rules that have been set. Settlement of disputes or legal efforts that occur in electronic commerce if there are parties who are harmed, namely they can ask for compensation from business actors on social media. Dispute resolution can also be carried out peacefully by both parties without going through settlement bodies and courts. Factors that cause weak law enforcement for consumer protection in electronic transactions in Indonesia are the legal factor itself, law enforcement factors, law enforcement facilities and facilities, community and cultural factors.

Keywords: consumer protection, consumer personal confidential data, consumer law enforcement

Introduction

In the current development of information, various kinds of activities in the context of government, business transactions, commercial, or communication take place through electronic media (online). It is very important to protect personal data regarding population and demographics in Indonesia, such as NIK, E-KTP, KK, and complete biodata on our social media so that they are not easily exploited. There are several forms of data abuse such as data selling, data profiling, marketing purposes, research, even including monitoring/espionage. Even worse, the use of personal data for criminal acts such as creating fake accounts, online fraud, money laundering, fake markets and also illegal transactions. Therefore a comprehensive set of safeguards and regulations is needed with regard to personal data.

A data is personal data if the data relates to a person so that it can be used to identify that person, namely the owner of the data. An identifiable person is someone who can be identified/identified directly or indirectly based on an

identification number or based on one or more specific factors of physical, psychological, mental, cultural, social identification. The right to protect personal data develops from the right to respect personal life or is called the right to private life. The concept of personal life relates to humans as living beings. Thus the individual is the main owner of the right to protect personal data

Personal data is a component of data privacy, where privacy is a person's right to cover or keep things private (personal information) confidential. ITE Law Number 19 of 2016 is still insignificant in regulating the use of personal data. There is only one article with very general provisions, namely article 26 of the ITE Law which states that the use of any information via electronic media that concerns a person's personal data must be carried out with the consent of the person concerned. And every person whose rights are violated as referred to above can file a lawsuit for losses incurred under this ITE Law. However, this article also contains an "Exception" clause unless otherwise stipulated by Laws and Regulations.

Protection of personal data for unauthorized use is contained in Article 26 of the ITE Law, requiring that the use of each personal data in an electronic media must obtain (7) the approval of the data owner concerned. The provisions of Article 26 of the ITE Law are as follows:

1. Unless otherwise stipulated by laws and regulations, the use of any information through electronic media concerning a person's personal data must be carried out with the consent of the person concerned.
2. Every person whose rights are violated as referred to in paragraph (1) can file a claim for losses incurred under this law.
3. Every operation of an electronic system must delete irrelevant electronic information and/or electronic documents under its control at the request of the person concerned based on a court order.
4. Every operation of an electronic system must provide a mechanism for erasing irrelevant electronic information and/or electronic documents in accordance with statutory provisions.
5. Provisions regarding procedures for deleting electronic information and/or electronic documents as referred to in paragraph (3) are regulated in government regulations.

In his explanation, Article 26 of the ITE Law states that personal data is a part of a person's personal rights. Meanwhile, the definition of personal data can be seen in Article 1 of PP PSTE, namely certain individual data that is stored, cared for and guarded for truth and protected by confidentiality.

Responding to the ITE Law, Law number 7 of 2014 concerning trade regulates e-commerce transactions in a separate chapter, namely in chapter VIII which regulates obligations and prohibitions for business actors in conducting trade transactions through electronic systems, dispute resolution in the event of a dispute between consumers and business actors, as well as sanctions for business actors who violate the provisions of the law.

The threat of misuse of consumer personal data is increasingly frightening with the emergence of various kinds of services that sell services that make it easier for consumers to go anywhere and eat anything, just click on the desired application.

The large amount in electronic transactions today is due to the rapid development of technology and information. The rapid development of electronic commerce in Indonesia has also had a negative impact on consumers, namely the tendency for business actors to place consumers in a weak bargaining position. In general, several problems that arise regarding consumer rights in electronic transactions can be identified, including:

1. Consumers cannot immediately identify, see or touch the items to be ordered.
2. Information is unclear about the products offered and/or there is no certainty whether consumers have obtained various information that is worth knowing, or what is duly needed to make a decision in a transaction.
3. It is unclear the legal subject status of business actors.
4. There is no guarantee of transaction security and privacy as well as an explanation of the risks associated with the system used, especially in terms of electronic payments, both by credit card and electronic cash.

5. Unbalanced risk imposition, namely in the event that payment has been paid in advance, while the goods have not been received or will follow later, because the guarantee that exists is the guarantee of delivery of goods not receipt of goods.
6. Transactions that are cross-borderless in nature, raises jurisdictional issues regarding which country's laws apply.

The press release of the Indonesian Consumers Foundation (YLKI) in the context of World Consumer Day, strengthens the opinion that electronic trading does not fully benefit consumers for several reasons, namely:

1. Weak sectoral regulations that protect consumers.
2. E-commerce producers, including application providers, do not fully have good faith in transactions.
3. There is no consumer personal data protection.
4. Providers insert a lot of standard agreements that consumers do not understand.
5. Aspects of consumer literacy and empowerment are still low.

In its implementation, e-commerce consumers are prone to actions that cause losses. Here are some case examples:

The threat of misuse of personal data in Indonesia has become increasingly popular since the Indonesian government socialized the Electronic KTP (e-KTP) program, which is a personal data recording program by the government in which all Indonesian citizens are required to carry out such recording at their respective domiciles. Personal data recorded on e-KTP has a risk of data leakage making it vulnerable to misuse by irresponsible parties, especially if it lacks security.

The case, namely LBH Jakarta, classified 4 cases of personal data violations, in the form of misused WhatsApp (WA) cellphone numbers. The client's WhatsApp account is entered into a WhatsApp group that carries out online prostitution transactions. Other cases related to bullying due to misuse of personal data. The client's KTP is distributed so that it is known that the client adheres to beliefs outside the five recognized beliefs in Indonesia. He became a victim of bullying and as a result he lost his job. The next case relates to applying for an online loan (pinjol) to apply for a loan, prospective borrowers are required to take a photo with their KTP, even though according to LBH this is not permissible. Another case that is no less interesting is the leak of 91 million Tokopedia user data due to the possession of the personal data of the Tokopedia account owner without the consent of the account owner. The personal data is in the form of email user id, date of birth, gender, and telephone number. Complaints were submitted because the account owner was worried that actions would be carried out unlawfully and cause losses in the future. The Indonesian consumer community (KKI) and the Minister of Communication and Informatics sued 100 billion for this mistake. This lawsuit has been registered online with the Central Jakarta District Court (PN Jakpus), with the online registration number PN JKT.PST-050201 XD.

Protection of information privacy for personal data in Indonesia is still weak. This can be seen from the fact that there is still a lot of misuse of a person's personal data, without the knowledge of the owner. name, telephone number, and e-mail address. Before the consumer enjoys the services available in the application, the consumer has

indirectly provided login access and agreed to the service owner easily accessing the consumer's personal data.

In this case, consumers can sue the company civilly or criminally against parties who leak personal data to third parties. Information Technology experts consider Article 26 of the ITE Law to have weaknesses. The weakness is that there is no protection for customers whose personal data is used for the purpose of obtaining certain company benefits.

An interesting aspect of consumer protection efforts is the fact that consumer rights and obligations must be protected from unilateral actions by business actors. Therefore, it's time to demand their collective awareness of legal responsibility. Saefullah noted that there must be a careful attitude from business actors in terms of maintaining product quality, use of materials and work precautions. The low level of awareness and responsibility as a producer will have fatal consequences and at the same time face risks to the sustainability and creditability of its business.

Even so, consumers have the right as a person after providing data to get guarantees for data confidentiality protection. If we can prove that the company that requested the data leaked or even traded personal data and caused losses to the data owner, the data owner has the right to sue. The act of submitting data to third parties is already illegal. When a consumer fills in data in the application, the service owner has the right to provide data from the consumer to the party running his business or the driver, but that does not mean that the consumer gives the service owner the right to disseminate the data.

Based on the case above, it is necessary to protect and establish strict and comprehensive laws regarding the use of information data so that its development and utilization can run well. Clear and comprehensive laws are urgently needed to determine definite steps in the security process. In addition, laws and regulations have a compelling effect so that data and information are properly protected.

To be able to protect consumers, consumer rights must be fulfilled, both by the state and business actors, because the fulfillment of consumer rights is from various aspects and is inherent in every consumer. In this case the state has an obligation to protect consumers both in a preventive and repressive manner through regulations and policies issued by the state.

Formulation of the problem

Have the Consumer Protection Act of 1999 and the ITE Law of 2008 protected Consumer Personal Confidential Data when conducting Electronic Transactions and How legal remedies that can be taken by consumers who are harmed in connection with Leakage of their Personal Confidential Data in Electronic Transactions ?

Research methods

1. Types and Research Approaches

This research uses The type of normative juridical research is that law is conceptualized as norms, rules, principles, principles or dogmas. Normative juridical research is research that is focused on examining the application of rules or norms in positive law. Normative juridical research focuses on positive law inventory, legal principles and doctrine, legal findings in in concreto cases, legal systematics, level of legal synchronization, comparative law and legal history.

The approaches used in this study are the statutory approach, the comparative approach, and the conceptual approach.

- a. Legal approach (statute approach), this approach is carried out by examining all laws and regulations that are related to the problem (legal content) that is being faced. This statutory approach, for example, is carried out by studying the consistency/compatibility between laws, or between one law and another law.
- b. Comparative Approach, this approach is carried out by comparing legal regulations or court decisions in one country with legal regulations in other countries (can be 1 country or more), but must be about the same thing. Comparisons are made to obtain similarities and differences between the legal regulations/court decisions.
- c. Conceptual approach (Conceptual approach), this approach departs from the views and doctrines that developed in the science of law. This approach is important because understanding the views/doctrines that develop in legal science can be a basis for building legal arguments when resolving the contents of the law at hand. Views/doctrines will clarify ideas by providing legal understandings, legal concepts, and legal principles that are relevant to the problem.

2. Sources and Data Collection Techniques

The data source to be used in this study is secondary data based on library research. Data collection techniques in library research are carried out by tracing various written documents related to the research focus such as journals, books, articles and other written materials. As well as reporting from electronic and print media related to the problems discussed in the research.

Data collection techniques in this library research were carried out using documentary studies. A documentary study is a study that examines various documents, both those relating to laws and regulations as well as existing documents. Sources of legal materials used in normative juridical legal research include:

- a. Primary Legal Materials, namely binding legal materials, among others in the form of:
 1. The 1945 Constitution of the Republic of Indonesia;
 2. Civil Code (KUHPerdata);
 3. Law Number 8 of 1999 concerning Consumer Protection;
 4. Law Number 19 of 2016 concerning Information and Electronic Transactions;
 5. Government Regulation Number 82 of 2012 concerning Implementation of Electronic Systems and Transactions;
 6. Permenkominfo Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems;
 7. EU GDPR International Regulations (General Data Protection Regulation);
- b. Secondary Legal Materials, namely materials that are closely related to primary legal materials that can help analyze and understand primary legal materials such as books, journals, writings of experts, and research results.
- c. Tertiary Legal Materials, namely legal materials that provide instructions and explanations of primary and secondary legal materials. The tertiary legal materials used in this study are in the form of Legal Dictionaries,

Big Indonesian Dictionary, Encyclopedias as well as non-legal materials that are still relevant to this research and others.

3. Data analysis

In this study, data obtained through library research were analyzed using a qualitative approach, namely analysis by describing analytical descriptive, in the form of a description of the data collected based on the views of legal experts, legal literature, research results, laws and regulations. invitation so that an objective analysis can be obtained to answer the problems in this study.

Discussion

A. Implementation of legal protection for consumers' personal confidential data when conducting electronic transactions

The term trade transactions through an electronic system is a term contained in the Trade Law as the equivalent of the term electronic trade transactions or e-commerce. According to Laudon, e-commerce is a process of buying and selling products electronically by consumers and from company to company with computers as intermediaries for business transactions. While Triton gives the notion of e-commerce as electronic commerce where both buyers and sellers carry out their trade transactions electronically on the internet network. In line with this understanding, the practice of e-commerce transactions in Indonesia refers to a set of regulations, including the ITE Law and the Trade Law.

The regulations for implementing e-commerce refer to the ITE Law, which regulates electronic transactions. This is in accordance with the definition of electronic transactions regulated in the General Provisions Article 1 number (2) of the ITE Law, that electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media. According to Laudon and Laudon as quoted by Didi Achjari, in e-commerce there are at least 3 components, namely: the process of selling and buying electronically, the presence of consumers or companies, and the use of on-line computer networks to conduct business transactions.

Thus trade transactions through the electronic system are transactions carried out by parties using electronic devices, so that they are included in the scope of electronic transactions. Furthermore, in Article 1 number 24 of the Trade Law, trade transactions through Electronic Systems are defined as trade transactions carried out through a series of electronic devices.

The position of trade transactions in Indonesian law lies in the field of civil law as a subsystem of contract law regulated in Book III of the Civil Code (KUHPperdata). When viewed from the notion of trade transactions through electronic systems as trade transactions carried out through a series of electronic devices and procedures, then trade transactions through electronic systems have the same subject and object as trade transactions in general (conventional), but using electronic means or procedures. As a consequence, electronic trade transactions are subject to contract law in the Civil Code. In contract law, the principle applies that agreements made by the parties give rise to rights and obligations as well as apply as laws that must be obeyed by the parties to the contract.

There are several sectors in the globalization era that have developed so rapidly, one of which is the trade sector where

trade is usually carried out in the conventional way, currently trading can be done online or what is often referred to as electronic transactions. Article 1 number 2 of the ITE Law states that, "Electronic transactions are legal actions carried out using computers, computer networks and/or other electronic media".

In electronic transactions, one of the things related to one another is a legal subject. Regarding the legal relationship between legal subjects in this transaction directly related to rights and obligations. Legal subjects in buying and selling electronically are sellers, buyers, banks and providers.

Regarding the procedure for buying and selling electronically, of course it cannot be separated from one aspect that is considered for the existence of a certain procedure, namely the security aspect. The security aspect itself is very important in efforts to protect consumers, where in electronic buying and selling the sellers and buyers only transact remotely, so in this case trust is very important in whether a buying and selling process is running or not. In transactions, of course, the sellers and buyers want their rights to be fulfilled, in addition to the implementation of obligations, therefore it is important to have a special regulation in electronic buying and selling that can accommodate the rights of the parties.

The right to comfort, security and safety in consuming goods and/or services. In consuming goods and/or services, the main objective of the consumer is to obtain benefits from said goods and/or services. However, consumer convenience and security in transactions are not guaranteed, this is because consumers do not directly identify, touch and examine the goods directly. Apart from that, from a security point of view, there is no guarantee of the security of personal data belonging to consumers by business actors. Guarantees of data confidentiality are very important to be maintained by business actors for the convenience, security and safety of consumers in transactions.

The Electronic Information and Transaction Law has provided protection for consumers' personal data as regulated in Article 26 paragraph (1) and paragraph (2):

Paragraph (1):

Unless otherwise stipulated by laws and regulations, the use of any information via electronic media that concerns a person's personal data must be carried out with the consent of the person concerned.

Paragraph (2):

Every person whose rights are violated as referred to in paragraph (1) may file a claim for losses incurred under this Law.

Personal data protection arrangements have not been regulated in Indonesian law which specifically regulates the legal protection of personal data in the spam Act, however, at least there are statutory provisions in Indonesia that we can use to defend our personal data in electronic media, namely Regulation of the Minister of Communication and Information Number 21 of 2017 concerning Registration of Telecommunications Service Customers Junto Regulation of the Minister of Communication and Information Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems that are related to data protection are:

- a. Law Number 11 of 2008 Concerning Information and Electronic Transactions.
- b. Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions

- c. Law Number 7 of 1971 Concerning Archive Principal Provisions.
- d. Law Number 8 of 1997 Concerning Company Documents.
- e. Law Number 36 of 1999 concerning Telecommunications.
- f. Law Number 23 of 2006 Concerning Population Administration.

In particular, the regulation on the protection of personal data specifically in electronic media is contained in Article 26 of Law Number 11 of 2008 concerning information and electronic transactions stating the following:

1. Unless otherwise stipulated by laws and regulations, the use of any information via electronic media that concerns a person's personal data must be carried out with the consent of the person concerned.
2. Every person whose rights are violated as referred to in paragraph (1) may file a lawsuit for losses incurred under this Law.

Personal data in electronic media contained in Article 26 of Law Number 11 of 2008 Concerning Information and Electronic Transactions is still unclear and not explained in detail. As an example when compared to Article 84 of Law Number 23 of 2006 Population administration which regulates the protection of personal data of residents registered on E-KTP. In Article 26 of Law Number 11 of 2008 it is explained in detail the personal data of residents that must be protected including:

- a. KK number.
- b. NIK (Resident Identification Number).
- c. Date/month/year of birth
- d. Information about physical and or mental disabilities
- e. biological mother's NIK
- f. father's NIK, and
- g. Some of the contents of the note important events.

In addition to Article 26 of Law Number 11 of 2008 concerning Information and Electronic Transactions, it is also regulated in Government Regulation Number 82 of 2012 concerning the implementation of systems and Electronic Transactions, including the following:

- a. Protection from unauthorized use of data
- b. Protection by electronic system administrators
- c. Protection from access to information
- d. Illegal interference protection

Online agreements are formed through an electronic communication process that takes place between the sender (originator) and the recipient (addressee) of electronic messages. To ensure that the electronic message sent by the recipient is received by the recipient, the recipient must respond by sending an acknowledgment message to the sender notifying that the recipient has received the electronic message. This notification is important because without notification by the recipient, the sender cannot be sure whether the message has been received by the recipient. The time of sending electronic messages is when electronic messages enter an information system that is basically beyond the control of the sender of the message. Meanwhile, the time the recipient of an electronic message is when the message enters the recipient's system.

There is no doubt that as a result of accepting an offer, it can be assumed that both parties have previously carried out a bargaining process. As a result of receiving an offer, it means that both parties (consumers and Gojek drivers) have reached an agreement which gave birth to an online agreement. Provisions regarding offer and acceptance were finally successfully formulated in Law Number 18 of 2016 Amendment to Law Number 11 of 2008 Concerning Information and Electronic Transactions.

B. Legal efforts that can be taken by consumers who have suffered losses related to leakage of consumer confidential personal data

It is stated in the fourth paragraph of the Preamble of the 1945 Constitution, stating that the Indonesian government is constitutionally obliged to provide protection for citizens and improve public welfare, educate the nation's life, and be involved in world order based on independence, eternal peace, and social justice. In the context of technological development, the state has a realized goal in the form of protecting the personal data of each citizen. In general, it is acceptable if the 1945 Constitution as a constitution provides a policy for tackling acts of stealing personal data by protecting personal ownership of all parties trying to break into or steal data belonging to other parties. The need for legal protection for personal data is getting stronger according to the increase in smartphone and internet users. Some of the recorded cases

Protection of personal data related to the concept of privacy is used as an idea to maintain the unity and dignity of each individual. Privacy as another term, then used by developed countries related to personal data as a right that needs to be protected, namely the right of individuals not to get disturbed regarding their personal lives. Reviewing privacy is the same as describing the right to enjoy life. Even though privacy has received recognition as a human right, as a concept, it is quite complex to describe it and has various types based on context, culture, and nation. The right to privacy in data protection plays a role as a trigger for the realization of freedom in politics, religion, self-expression, and privacy as an important right to make citizens as whole human beings.

Preventive actions that can be taken to prevent leakage of personal data are checking for data leaks through the website, checking debtor information at SLIK periodically, learning to be suspicious as a form of alert, keeping an eye on passwords and OTP codes, active bank alerts, avoiding photocopies of KTP, don't share personal data. Meanwhile, the repressive measures taken so far have not been optimal, especially since the law has not yet been finalized, which specifically regulates personal data, which is still in the drafting stage. In order to examine the concept of personal data protection according to Indonesian law. There are several rules regarding the protection of consumers' personal data in electronic commerce, namely the Consumer Protection Law No. 8 of 1999 (UUPK) which contains various important matters, namely the consumer's right to maximize services, the right to claim compensation, consumer rights to complain about problems. Also, Law no. 19 of 2016 concerning Amendments to Law No. 11 of 2008 regarding information and Electronic Transactions (UU ITE) can be seen from the arrangements regarding accountability and compensation.

Article 26 of the ITE Law states that each individual can sue for the act of obtaining personal data/information without consent. At least, for actions based on Article 1365 of the Criminal Code, or based on disobedience or carelessness. Article 3 of the Law on Information and Electronic Transactions has explained that if there is a precautionary principle and provides accountability for each implementation of an electronic system, that is, it needs to be reliable and safe.

The responsibility of Tokopedia for leaking consumer personal data is based on the ITE Law and related rules. Tokopedia has also tried various ways to protect their electronic system and apply risk management based on statutory regulations. If Tokopedia consumers feel they have lost because of a case, they can take legal action to get accountability. This responsibility can be requested through administrative sanctions such as written warnings, administrative fines, temporary suspension and termination of access, even through court proceedings.

Based on the provisions of Article 18 paragraph (1) of the ITE Law, the agreement of the parties contained in an electronic contract binds the parties, while the meaning of an electronic contract, according to the provisions of Article 1 number 17 of the ITE Law, is an agreement between parties made through an electronic system. In the event that electronic transactions are international in nature or involve parties from different countries, the parties can determine the choice of law to be used in resolving disputes. However, if the parties do not make a choice of law, then what applies is law based on international private law principles (Article 18 paragraph (2) and paragraph (3) of the ITE Law. In addition, in accordance with the characteristics of civil law, the parties have the authority to determine the dispute resolution institution as an alternative dispute resolution, which includes court institutions, arbitration or other alternative dispute institutions authorized to resolve disputes that may arise from international electronic transactions made by the parties (Article 18 paragraph (4) of the ITE Law). However, if the parties to the electronic contract do not stipulate a forum or institution for dispute resolution, then disputes arising in international electronic transactions are resolved by referring to the principles of international private law (Article 18 paragraph (5) of the ITE Law).

In line with the ITE Law, the Consumer Protection Law also regulates alternatives through court or out-of-court dispute resolution based on the voluntary choices of the parties to the dispute (Article 23 and Article 45 of the Consumer Protection Law). in several ways, namely:

1. Through the courts

Settlement through the courts (litigation) in general will create an atmosphere of hostility that can be prolonged for the parties to the litigation. Litigation for economic actors or the international business community also has other impacts, for example regarding a different legal system, determining the place for litigation, business relations that have deteriorated and questions regarding the enforcement and implementation of decisions. In addition, litigation also requires time, costs and often has to go through procedures that are not simple (convoluted). Disputes in Indonesia and other countries that are submitted through the courts have several weaknesses, including:

- a. Litigation forces the parties to be in an extreme position requiring a defense.

- b. Litigation raises all issues in a case, thereby encouraging the parties to investigate the other party's weaknesses.
- c. The litigation process takes a long time and is expensive.
- d. Judges often act not neutral and do not follow the development of science that underlies the settlement of a new legal problem.

From the results of the study, consumers are generally reluctant to sue both in court and other alternative settlement institutions with the consideration that it will require relatively large costs and a relatively long time. Especially in e-commerce transactions, which have more complex characteristics compared to conventional trade transactions. Jurisdictional and evidentiary issues can also become obstacles and considerations for consumers to file a lawsuit.

2. Alternative Dispute Resolution

Alternative dispute resolution outside the court is a solution if the parties to a dispute in a business transaction are reluctant to resolve their dispute in court. The use of one of the dispute resolution channels is influenced by the concept of objectives, the sharpness of the way of thinking and the social culture of the community. In non-litigation dispute resolution, it prioritizes a "consensus" approach and tries to reconcile the interests of the disputing parties and aims to get a win-win solution, so that the justice to be achieved through a non-litigation mechanism is commutative justice.

In trade transactions through electronic systems, dispute resolution outside the court is possible if the parties choose and agree on it in the contract, as stipulated in Article 18 paragraph (3) of the ITE Law that the parties can determine the choice of law to be used in resolving disputes. Referring to the Consumer Protection Law, alternative dispute resolution out of court can be done through direct compensation by peaceful means (Article 19 of the Consumer Protection Law) and through the Consumer Dispute Settlement Agency (BPSK) as stipulated in Article 23 juncto Article 1 point 11 of the Protection Law. Consumer. In the event of an e-commerce consumer dispute, consumers can take advantage of BPSK's role. Based on the mechanism, settlement through BPSK will be faster than if the dispute is brought to the litigation route (court). However, the nature of the BPSK decision which is binding and final (Article 54 paragraph (3) of the Consumer Protection Law), can be submitted to the District Court and cassation to the Supreme Court (Article 56 paragraph (2) and Article 58 paragraph (2) of the Consumer Protection Law). At the implementation level, there are still very few consumer disputes in trade transactions through electronic systems.

3. Dispute Resolution through Online dispute resolution

Based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Article 1 number 10, formulates that: "Alternative Dispute Resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlements outside the court by way of consultation, negotiation, mediation, conciliation, or expert judgment". Along with the development of electronic transactions, including trade transactions through electronic systems, the

need for online dispute resolution is a necessity. Online dispute resolution or often referred to as Online Dispute Resolution (ODR) is a dispute resolution that is carried out by combining computer technology information processing with internet communication network facilities.

Moch. Basarah referred to ODR as a way of resolving disputes through the internet media, in the sense that the settlement process is carried out by parties who are in a borderless area without having to meet face to face. Basically, ODR is the same as conventional dispute resolution, the difference lies in the media that uses internet media. The advantage of using ODR is that ODR makes it easy to resolve disputes that occur, because it is not hindered by space, time limits, low cost and fast in resolving problems compared to conventional settlement (ADR). According to Ethan Katsh and Rifkin,

Conclusion

The Consumer Protection Law and the ITE Law are not efficient enough in their regulation, it's just that in electronic trading practices there are still business actors who do not comply with the rules that have been set. However, consumers are usually passive and resigned to what happened to them, considering that electronic transactions are very difficult for consumers to demand their rights.

PSettlement of disputes or legal efforts that occur in electronic commerce if there are parties who are harmed, namely they can ask for compensation from business actors on social media. Dispute resolution can also be carried out peacefully by both parties without going through settlement bodies and courts. However, if this cannot be reached amicably, the consumer can sue the business actor as stated in Article 45 UUPK, stating that dispute resolution can be resolved through litigation and non-litigation. In terms of litigation, dispute resolution can be reached in court and non-litigation dispute resolution can be resolved at BPSK and consumers can make complaints to YLKI.

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