

# Legal Aspects of Sale through Internet Media: The Study Law Internet and Electronic Transaction No.11 of 2008

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**Abstract** - The globalization of information has put Indonesia as part of the world information society. The enactment of Law No. 11 of 2008 on the Internet and Electronic Transaction (UUITE), the expected development of Information Technology may be optimal, equitable, and spread throughout the community. Due to the utilization of Information Technology has an important role in trade and the growth of the national economy for the public welfare, the current booming trade buying and selling through the Internet. Utilization of information technology today, especially through the medium of the internet has many benefits in many people's lives, especially in the electronic-commerce. However, at the same time has raised some legal issues, including how the purchase agreement through the Internet and how the solution if there is a dispute between the parties. Methods used are juridical normative and empirical specification descriptive analytical research. The internet as a means of buying and selling is helping the community, the sale, and purchase agreement with the Internet still has to qualify the offer (offer) and acceptance (acceptance), it is also determined by the contract is made, namely in the Electronics Contract that the agreement of the parties created through the Electronic system. The Parties shall in good faith in the interaction and / or electronic documents during the transaction took place, which further regulated by Government Regulation. Electronic transactions are poured into Electronic Contracts binding on the parties.

The Parties shall be in good faith because it includes determining the validity of a purchase agreement for the sale and purchase via the internet will be valid if it qualifies its legitimate agreements under Article 1320 of the Civil Code (Article 7) UUITE, settlement of a dispute submitted the parties to the agreement.

**Keywords** - Legal Aspect, E-Commerce, UUITE

## I. INTRODUCTION

The globalization of information has put Indonesia as part of the world information society. With the enactment of Law No. 11 of 2008 on the Internet and Electronic Transaction (UUITE), the expected development of information technology can be applied optimally, equitable, and spread throughout the community, due to the utilization of Information Technology has an important role in trade and the growth of national economy for the public welfare, the current booming trade buying and selling through the Internet. Preamble as mentioned in paragraph (a) that the National Development is a continuous process that must constantly respond to the dynamics that occur in the community. Utilization of information technology today, especially through the medium of the internet has many benefits in many people's lives, especially in the Electronic Commerce (E-Commerce). However, at the same time has raised some legal issues, including how the legal aspects of the purchase agreement through the Internet and how the solution if

there is a dispute between the parties.

## **II. DISCUSSION**

1. Legal Aspects Purchase Agreement through the Internet. Nowadays, information technology on cyberspace has been used in many sectors of life. According to Wiradipraja and Budhijanto "Information systems and technology has been used in many sectors of life, ranging from business electronic commerce, electronic education, tele-medicine, telekarya, transport, industry, tourism, the environment to the entertainment sector, even now also occur on areas of government (e-government). According to Peter Scisco, Electronic Commerce or e-commerce, the exchange of goods and services by means of the Internet or other computer networks. E-commerce follows the same basic principles as traditional commerce that is, buyers and sellers come together to exchange goods for money. But rather than conducting business in the traditional way-in stores and other "brick and mortar" buildings or through mail order catalogs and telephone operators- in e-commerce buyers and sellers Transact business over networked Computers". Furthermore, according to Peter Scisco the main activities of e-commerce transactions consist of product, service transactions, auctions and business to business transactions. According to Jullian Ding Electronic Commerce as It is also known, is a commercial transaction between a vendor and Purchaser or Similar parties in contractual relationships for the supply of goods, services or the acquisition of "right". This commercial transaction is executed or entered into in an electronic medium (or digital medium) where the physical presence of the parties is not required, and the medium exists in a public network or system as opposed to a private network (closed system). The public network or system must be Considered an open system (e.g the Internet or the World Wide Web). The transactions are concluded Regardless of national boundaries or local requirements). According to the provisions of Article 17 UUIT that the implementation of the

Electronic Transactions can be done in the public or private.

2. The validity of the Sale and Purchase Agreement through the Internet. In Indonesian Legal System, engagement is part of the Civil Code, which pursuant to Article 1234 of the Civil Code of each engagement is to give something, to do something or not do something. So Engagement is a legal relationship in the field of wealth between the two (2) parties, where the parties one (1) eligible for the achievements to other parties who are obliged to provide the feat. In development for their E-Commerce, engagement born of the agreement into 2 (two), namely: Agreement / Contract Conventional and agreements / contracts Electronic in E-Commerce. According to Article 1 point 12 UUIT Electronic Signature is a signature consisting of electronic information attached, associated or linked with other electronic information which is used as a means of verification and authentication. Furthermore, Article 1 paragraph 13 states Hands Markers are subject to laws being associated with or related to the Electronic Signatures. One of the legal issues that arise in the buying and selling / trading via the Internet is related to the agreement. Therefore, it is necessary to understand how the Legal Aspects of the Sale and Purchase / Trade Through Media Internet, where the Indonesian government has imposed UUIT No. 11, 2008. Electronic Transactions is a legal act performed by using a computer, computer network, and / or other electronic media. In the midst of an increasingly open market, competition is getting storing a myriad of opportunities and challenges for marketers. One 1 (one) of the three (3) new customers are constantly evolving society. Currently the use of information technology, especially through the medium of the internet has many benefits in many people's lives, especially in e-commerce, but at the same time has raised some legal issues. E-Commerce (Contracts Trade Electronics) is situated in the area of contract law, and became a sub-system of the Civil Code, so as to have principles in common with the law of the Agreement, just

as defined in Article 3 UUIT, that the use of information technology and electronic transaction carried out by Legal Certainty Principle, Principle Benefits, Precautionary Principle, Principle of good faith and the principle of freedom to choose technology or technology neutral. Therefore, the purchase agreement through the Internet Media should still be eligible offer (offer) and acceptance (acceptance), it is also determined by the contract is made, namely in the Electronic Contract that the agreement of the parties created through the Electronic System. Electronic contract is an agreement of the parties created through the Electronic System. UUIT set out in Article 17, that the Contracting Parties shall in good faith in the interaction and / or electronic documents during the transaction took place, which further regulated by Government Regulation. Electronic transactions are poured into Electronic Contracts binding on the parties. The Parties shall in good faith, because it includes determining the validity of a purchase agreement for the sale and purchase via the internet will be valid if it qualifies its legitimate agreements pursuant to Article 1320 of the Civil Code jo. (Article 7) UUIT. Electronic Document is any electronic information created, forwarded, sent, received, or stored in the form of analog, digital, electromagnetic, optical, or the like, which can be viewed, displayed and / or heard through Computer or Electronic Systems that have a meaning or significance or can be understood by people who are able to understand. Electronic information is one or a set of electronic data, that has meaning or can be understood by people who are able to understand. Therefore Electronic Information and / or Electronic Document and / or the print results are:

- a. is a valid legal evidence, and
- b. an extension of the valid evidence in accordance with the Criminal Procedure applicable in Indonesia.
- c. Declared valid when using the Electronic Systems pursuant to UUIT.
- d. Does not apply if the letter that by law must be in writing and the letter along

with the documents that under the Act must be made in notary deed or deed made by Deed Official; the provisions deemed valid throughout the information contained in it can be accessed, displayed, guaranteed integrity and accountability so that explains a state.

Entrepreneurs who offer products through Electronic System must provide complete and correct information with regard to the terms of the contract, the manufacturer, and products offered, include:

- a. The identity and status of legal subjects and competence, both as manufacturers, suppliers, providers and intermediaries,
- b. Other information that describes certain things that a requirement validity of the agreement and explain the goods and / or services offered, such as name, address, and description of goods / services.

3. Settlement of disputes the parties to the purchase agreement via the Internet. In resolving disputes and any person may file a lawsuit against the party which organized the Electronic System and / or the use of Information Technology to incur losses. For the people were given the opportunity to be able to file a lawsuit as a representative of the party that organizes the Electronic Systems and / or the use of Information Technology which resulted in harm to the community, in accordance with the provisions of legislation. Settlement of a dispute submitted to the parties specified in the agreement. As defined in Article 39 UUIT, that the civil lawsuit conducted in accordance with the provisions of legislation, but other than that settlement can also be taken by the parties through arbitration or other alternative dispute resolution institutions in accordance with the provisions of legislation. Defined in Article 5 UUIT that the Electronic Information and / or Electronic Document and / or prints with a valid legal evidence.

### **III. CONCLUSION**

The purchase agreement through the medium of the Internet still had to qualify the offer and acceptance, it is also determined by the contract is made, namely in the Contract Electronics. The Parties shall in good faith in the interaction and / or electronic documents during the transaction took place, which further regulated by Government Regulation. Transaction parties shall in good faith, because it includes determining the validity of a purchase agreement for the sale and purchase via the internet will be valid if it qualifies its legitimate agreements pursuant to Article 1320 of the Civil Code jo. (Article 7) UUIT, settlement of a dispute submitted the parties to the agreement.

### **REFERENCES**

**(Arranged in the order of citation in the same fashion as the case of Footnotes.)**

- [1] Kantaatmadja, et al. (2002). "Cyber Law Suatu Pengantar". (ELIPS 11, 2002) pp. 88.
- [2] Microsof. (2003). "Microsof Incarta Reference Library". (Microsof Corporation, ensiklopedi elektronik 2003) pp. 19.
- [3] Sinta, D. (2009). "Perlindungan Privasi Atas Invormasi Pribadi Dalam Ecommerce Menurut Hukum Internasional". Bandung, Widya Pajajaran.
- [4] Joni, E. (2007). "Perspektif Hukum Bisnis Indonesia". Yogyakarta: Genta Press.
- [5] Undang-Undang. (2008). "Tentang Internet dan Transaksi Elektronik".