

CONSUMER PROTECTION FOR GOODS THAT DO NOT MATCH ADVERTISEMENTS IN E-COMMERCE TRANSACTIONS

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Abstract

Consumer protection laws, the responsibilities of business actors, and the actions of E-Commerce companies are very important to protect the rights of consumers when shopping on E-Commerce. This is necessary considering the vulnerable position of consumers who are very weak so that they become victims of the goods they receive. This research aims to explain who is responsible for the dispute between business actors and consumers if the goods received by consumers are not in accordance with those advertised by business actors in order to protect consumer rights. The method of approach used in this research is Juridical-Empirical by conducting research sourced from secondary and primary data. Secondary data such as documents, reports, books, articles, laws and regulations, court decisions, and others. While the primary data in this study are the results of interviews. In this case, the responsible party is the business actor who must replace the goods they send to consumers or return the funds that consumers have spent on these goods. In addition to the responsible business actors, E-Commerce also does not escape its obligations as a place of meeting between business actors and consumers. So that E-Commerce must carefully face the problems that occur between business actors and consumers, especially facing Business Actors who make advertisements that do not match the condition of the original goods.

Keywords: E-Commerce, Business Actors, Consumers

INTRODUCTION

The existence of E-Commerce has spread in the community, making it easier for businesspeople to sell goods or services on social media by utilizing the rapid advancement of internet technology. This is a fact that makes the internet one of the effective media for someone to introduce and sell goods or services to consumers from all over the world.

E-Commerce is a system that helps consumers in transactions through online media or the internet. The emergence of E-Commerce is a sign of the times in terms of buying and selling. Examples of E-Commerce are websites, blogs, and marketplaces such as TikTok, shopee, lazada, and others which are one of the products of E-Commerce.

With the existence of advanced technology in the midst of society, it also changes the behavior and habits of the community, especially in daily activities such as shopping in E-Commerce. Of course, this is in great demand by the community because in addition to making it easier in the aspect of shopping the prices of E-Commerce goods are also very different from the goods sold in traditional markets, so many people prefer to shop in E-Commerce compared to shopping in traditional markets (Prasetyo et al., 2024).

In the midst of the E-Commerce situation that makes it easier for people to shop, there is also a very important thing that we must underline, namely whether the goods traded in E-Commerce are goods that are in accordance with what is promoted or only as a sweetener to attract consumers without caring about the quality of the products sold in E-Commerce. (Gunawan & Sinuraya, 2022). Consumers who have already bought the goods must be very disadvantaged if the quality of the goods is not in accordance with what is promoted by the seller in E-Commerce.

E-Commerce has its own character, namely a trade that is able to cross various regions and even national borders even with a fairly short time. By using an online system, online trading or commonly known as E-Commerce, sellers and buyers do not need to meet face to face and can be done anywhere and anytime and the process is faster and easier in contrast to conventional trading in traditional markets (Vallian, 2020).

E-Commerce is a modern business model that does not physically present business actors and does not use original signatures. The trading system used in online buying and selling is designed to sign electronically. This electronic signing is designed from the time of purchase, inspection and delivery.

With this online trading activity, it makes it easy for business people not to build or rent a shop to market their products or goods. They only need to promote or advertise the products or goods they want to sell through E-Commerce sites that they trust, by doing so they can reach many consumers and increase business profits to the maximum (Ainah, 2024).

The utilization of E-Commerce in the world of trade has a huge impact on the international community in general and Indonesian society in particular. For the Indonesian people, the importance of legal issues in the field of online buying and selling is in providing protection to consumers who do not know the goods they will receive. With the habit of this society, Law Number 8 Year 1999 on Consumer Protection should provide security for consumers who want to shop in E-Commerce, because the world of online shopping has been very large spread and has become a daily activity for the Indonesian people.

The definition of a consumer is much broader than the definition of a buyer. The breadth of consumer understanding was briefly explained by former US President John F.

Kennedy with the phrase, "Consumers by definition include us all." Experts on consumer issues in the Netherlands, concluded and agreed to define consumers as the last users of production of objects and services. With this formulation, Hondius distinguishes between consumers who are not the last user (intermediate consumers) and the last user consumers. Consumers in a broad sense include both of these, while consumers in a narrow sense are only consumers of the last user.

In this digital age, consumers who usually shop in traditional markets, now switch to online markets (E-Commerce), this is certainly very easy for people who want to shop but don't want to leave the house. In addition to the benefits of E-Commerce that really help the community, of course in E-Commerce it can also make people become victims of unscrupulous business people who only want to seek profit.

Usually consumers who are victims of products that do not match advertisements are mothers, because the majority of mothers are always tempted by the products advertised by these business actors according to the results of the editorial by (Isna Rifka Sri Rahayu & Akhdi Martin Pratana, 2023). This is certainly a problem for someone who is stuttering technology because they do not understand how to distinguish whether the goods are of similar quality and quantity from the goods advertised by the business actor.

With this buying and selling behavior in E-Commerce, consumers should get goods that are in accordance with the advertised products, if they are not appropriate, of course this can result in losses for buyers, especially material losses. Thus, the seller should also send goods that match what is promoted both in form, usefulness, quantity of goods, durability, safety that has been explained in the advertisement that has been submitted by the seller (Sandrina & Priyanto, 2023).

The definition of consumer in Article 1 Paragraph 2 of Law Number 80 of 1999 concerning Consumer Protection defines consumer as every person, user, goods and/or services, which are available in the community, for the benefit of themselves, families, other people, other living beings, and the goods and/or services are not for trade.

One of the characteristics, as well as the purpose of the law is to provide protection to the community, because the state of the consumer is weak so he must be protected by law. Thus, consumer law and consumer protection law are two areas of law that are difficult to separate. There are several people who argue related to consumer protection law such as Nasution, who argues that consumer protection law is part of consumer law which contains principles or rules that regulate, and also has the nature of protecting consumer interests (Sriyati Mewu & Mahadewi, 2025). Consumer law is as a whole of legal principles and rules that regulate relationships and problems between several parties related to consumer goods and / or services, in the association of life.

The term "consumer protection" is related to "legal protection". Therefore, consumer protection contains inseparable legal aspects. The protection is not just physical protection, but also abstract rights. This means that consumer protection is actually synonymous with the protection given by the law to consumer rights.

It is generally recognized that there are four basic consumer rights: the right to safety; the right to be informed; the right to choose; and the right to be heard. These four basic rights are recognized internationally. The International Organization of Consumers Union (IOCU) adds several rights for consumers, such as the right to consumer education, the right to

compensation, and the right to a good and healthy environment. However, the addition of rights for consumers is not accepted by all consumer organizations (Shidarta, 2006).

Consumer protection has a broad scope covering consumer protection in obtaining goods and services, which starts from the ways and stages of obtaining goods and services to the consequences of using these goods and services. The scope of consumer protection in its two aspects can be explained as follows: First, protection against the possibility of goods and or services that are not in accordance with what has been agreed or goods that are promoted in violation of statutory provisions. In this case, the goods include the use of raw materials, the production process, the distribution process, product design, and so on. The aim is to find out whether it is in accordance with the standards with respect to consumer safety and security or not. In addition, it also regulates the issue of how consumers get compensation if losses arise due to obtaining, using or consuming products that are not suitable. And secondly, protection against unfair agreements or conditions that harm consumers. This includes issues of promotion and advertising, standard contracts, prices, and so on. This is related to the behavior of business actors in producing and distributing their products (Fibrianti, 2023).

It should be noted again related to the affirmation of Law No. 8/1999 on Consumer Protection as contained in the explanation section that Law No. 8/1999 on Consumer Protection is not the end of a regulation governing consumer protection. There is a possibility of the formation of new laws that basically contain provisions that protect consumers due to the advancing and developing times such as the emergence of E-Commerce.

In order to be implemented properly, Law No. 8/1999 on Consumer Protection requires many Government Regulations. On the other hand, it is necessary to give businesses the opportunity to adjust their company conditions in accordance with the demands of the law, including the opportunity to socialize the regulations to all relevant layers.

One of the activities that business actors often do to attract consumers in E-Commerce is to create advertisements that attract consumers to shop at the store managed by the business actor. Not infrequently advertisements that appear on several social media contain lies to attract consumer interest, this happens because of the very strong business competition between business actors which ultimately triggers the emergence of advertisements that do not fulfill the truth values of the product.

We should know the transaction mechanism in E-Commerce. Because in E-Commerce, consumers buy goods usually not through direct distributors. Consumers usually buy goods through someone who advertises products and directs consumers to buy goods through the links listed in their videos or advertising media. Consumers can buy goods from direct distributors by buying these goods at their official store. Because the party advertising the item is a party from the distributor directly. In this way, consumers can be more calm in shopping. However, if consumers want to buy goods from someone who advertises not from the distributor directly such as an affiliator, then consumers must be more careful. For example, consumers see the number of orders that have been purchased by other people, see the rating of the item, see the contents of the affiliator video comments from the advertising media, and see comments or reviews from someone who has bought the item first.

In addition to distributors who can sell their products directly to consumers. According to Article 23 of PERMENDAG Number 22 of 2016 concerning General Provisions for the Distribution of Goods, producers can sell their products to consumers

directly without involving distributors provided that the producers are small or pioneering producers, and if there is a dispute between business actors and consumers, it is the responsibility of who sent the product. For example, if a consumer buys goods from someone who advertises the goods or an affiliator, and the order goes to the distributor, then it is the responsibility of the distributor who must send the goods ordered by consumers as well as possible, and if there is a delivery error from the distributor, it is also the responsibility of the distributor.

Currently, everyone can participate in selling goods or become a business actor in E-Commerce, whether children, teenagers, adults, even parents can sell in E-Commerce. This is of course in addition to violating Article 1320 of the Civil Code regarding the validity of making an agreement where the business actor is not yet legally capable, children under 16 years of age who have worked also cannot do work that interferes with the development and physical, mental and social health of children. This is of course with written permission from parents/guardians.

Most of the business actors who advertise goods in E-Commerce are Affiliators, and some are direct parties from producers who advertise goods and upload them to their social media. This is certainly a problem related to Affiliators, whether the Affiliator has the ability to advertise the goods properly and correctly that does not violate the provisions of the Consumer Protection Law or not.

Affiliates are individuals, business entities, or organizations with a business partnership concept. Affiliates promote a product or service owned by another party and are rewarded with a commission from the sale or promotion. Affiliates usually use social media, blogs or other digital platforms to invite people to buy products through special affiliate links in their sales tools.

If the consumer suffers a loss on the goods he ordered that has a defect or does not match the order, then it is not the responsibility of the affiliator, but the responsibility of the manufacturer who provides and sends the goods. Because, the duties and responsibilities of the affiliator are only to promote the goods as well as possible with a note not to deceive consumers both in terms of quality and quantity. However, if the affiliator deliberately improves the product of the goods without telling the truth of the original state of the goods on purpose because he expects consumers to buy goods through the affiliator, then it is purely the fault of the affiliator for deceiving consumers.

REVIEW OF LITERATURE

Consumer Protection According to Law No. 08 of 1999

Legal protection of consumers in e-commerce transactions is needed so that every consumer has legal certainty in conducting e-commerce transactions (Fista et al., 2023). In our country, the legal protection of consumers is regulated by Law No. 8 Year 1999 on Consumer Protection (hereinafter referred to as PK Law). With this law, it is hoped that every consumer who conducts e-commerce transactions can obtain legal certainty, so that it is safe in conducting transactions.

According to A.Z. Nasution, consumer protection law is part of consumer law which contains principles or rules that are regulating and contain properties that protect consumer interests, while consumer law is a law that regulates relationships and problems between

various parties with each other relating to consumer goods or services in the association of life (Maharani & Darya Dzikra, 2021).

Basic Consumer Rights

Eight rights are clearly stipulated in Article 4 of GCPL, while the last one is stated in general terms. These consumer rights include: The right to comfort, security, and safety in consuming goods and/or services; The right to choose goods and/or services and obtain such goods and/or services in accordance with the exchange rate and the promised conditions and guarantees; The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services; The right to have their opinions and complaints about the goods and/or services used heard; The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly; The right to receive guidance and consumer education; The right to be treated or served correctly and honestly and non-discriminatory; The right to obtain dispensation, compensation and / or replacement if the goods and / or services received are not in accordance with the agreement or not as they should be; and The rights stipulated in the provisions of other laws and regulations (Sinaga & Sulisrudatin, 2015).

RESEARCH METHOD

The approach method used in this research is the empirical juridical approach method, which is an approach that examines secondary data first and then continues by conducting primary data research in the field. The secondary data referred to here are documents, reports, books, articles, or other authorized parties and other information in the form of formal provisions such as laws and regulations, court decisions, etc., while the primary data in this study are the results of field research such as interviews. Obviously, the approach method used in this research is the empirical juridical approach method.

RESULTS AND DISCUSSION

Supervision of E-Commerce Platforms in Protecting Consumers from Fraudulent Practices or Advertising Irregularities

In the online market (*E-Commerce*), it is divided into 3 parts, namely the Seller, the Buyer, and the third party, namely *E-Commerce*, which is a stall for Business Actors. These three points have their respective rights and obligations that cannot be separated from one another. When someone intends to become a business actor, they must comply with the rules made by *E-Commerce* to sell their merchandise. If he does not have the criteria desired by *E-commerce*, then the business actor is considered ineligible to sell his merchandise in *E-commerce*.

E-Commerce companies that become a meeting place between sellers and buyers should have strict regulations on advertisements spread in the *E-commerce*, for example if a business actor wants to sell his goods, then the attitude of *E-Commerce* is to ensure that the goods are goods that match what will be advertised by the business actor. This is necessary because *E-Commerce* is the spearhead for consumers when consumers want to buy an item and so that consumers feel safe with the goods they will get later.

What *E-Commerce* should and has done is create an instant cancellation method. This is certainly very helpful for someone who buys goods accidentally or buys the wrong goods.

However, this method has a weakness, namely if the order that has been ordered by the consumer has been processed by the business actor, then the item cannot be canceled anymore and must be returned if the consumer wants his money back. Of course, this is very inefficient, because if the order is made by people who do not understand, such as children, and the parents do not know the actions of their children, then the parents will be the victims of the order. Unlike the case if the parents understand how to return an item, then it is not a problem anymore. When viewed from the facts on the ground, returning an ordered item is not as easy as imagined, because if we want to return the goods, then we must get approval from the business actor, if we do not get approval from the business actor, then the payment from the consumer will fully go to the account of the business actor.

The obligation of *E-Commerce* that we need to understand is the clarity related to the payment from consumers for the goods that have been ordered. *E-Commerce* is responsible for making invoices for goods that consumers have ordered. This *invoice* appears when consumers agree to the payment they choose either in the form of transfer or *Cash On Delivery* or what we usually call COD which means that the goods must be paid by consumers to the courier after the goods are received.

In addition to the role of *E-Commerce* which is very important for security and comfort between sellers and buyers in buying and selling activities, the role of business actors is no less important because business actors are directly dealing with consumers. The role or responsibility includes clarity regarding refunds or goods that are not in accordance with the wishes of consumers. This can be done by means of business actors writing in the description either steps or conditions for returning goods that are not in accordance with the wishes of consumers so that funds from consumers who have already paid for these goods can be returned or business actors can provide goods that are in accordance with the wishes of consumers on the condition that inappropriate goods are returned first to the business actor.

Business actors can also give warnings to consumers to be careful when they want to give goods other than from their store such as "*beware of counterfeit goods*". This is very helpful for consumers to avoid counterfeit goods with brands that are similar to the original goods. This warning should also not cause harm or demean other similar products (Janus Sidabalok, 2014).

Based on the results of the researchers' interviews with Mrs. Unsari and Mrs. Juhaeni (see Figure 1 and Figure 2). That someone who receives goods that are not in accordance with their original condition usually does not see the rating and reviews of previous buyers first, because they have been tempted by the low price of the item. Like Mrs. Juhaeni (see Figure 2) who wanted to buy 10 liters of oil in the TikTok application at a very sloping price of 75 thousand rupiah, but the goods that arrived were not the goods expected by Mrs. Juhaeni, because the size of the goods was very small. In the end, Mrs. Juhaeni tried to return the goods she had received by returning the goods through the TikTok application, and asked for approval from the business actor to accept Mrs. Juhaeni's *return* request. However, the business did not accept Ms. Juhaeni' *return* request.



Figure 1.

Interview with Mrs. Unsari

In the end, Mrs. Juhaeni asked *Customer Service* for help to solve the problem and waited 1 week to get her money back of 75 thousand rupiah. Unlike the case with Mrs. Unsari (see Figure 1), she bought goods in the Shopee application in the form of an *Oximeter*, which is a tool for measuring oxygen in the blood. When the item arrived, the item could not be used because it was damaged. When Mrs. Unsari wanted to return the item by contacting the business actor first, the business actor refused to accept the *return* from Mrs. Unsari, even the business actor blamed Mrs. Unsari on the pretext that the goods received were damaged because of Mrs. Unsari. This is certainly very detrimental to consumers when they receive goods that are not as expected.



Figure 2.

Interview Juhaeni

According to the results of the interview above, it can be concluded that the supervision of *e-commerce platforms* is still lacking in terms of overcoming rogue business actors and refunds that take 2 weeks. To overcome this, *E-Commerce* should be more assertive in making clauses related to someone who wants to become a seller or someone who only advertises these goods such as affiliators. This is certainly very detrimental to consumers, especially consumers who still do not understand how to *return* goods.

Law Enforcement Against Business Actors for the Promotion of Goods Not in Accordance with Advertisements in E-Commerce Transactions

It is important to remember that the position of consumers is the highest position between sellers and buyers, this can be seen from the weak position of consumers in the case of buying and selling activities, either in traditional markets or online markets (*E-Commerce*). The weak position of consumers is proven if we look back at the Consumer Protection Law and the Law on Electronic Transactions.

Almost all Indonesian people have done buying and selling activities in *E-Commerce*, and there are still some rogue sellers who are still hanging around in various *E-Commerce* that are widespread among the community. Of course this is very detrimental to people who are still new to exploring the digital world.

In this case, business actors are required to include identity in the E-commerce platform because many business actors only include telephone numbers and email addresses without including a clear address of business actors or other identities (Simanullang, 2017). Because there are so many loopholes for rogue sellers to seek profits in selling goods that are not in accordance with what is promised, one of which is to create and spread advertisements that do not match the condition of the original goods to the public. Usually their target market is ordinary people who have never or for the first time done buying and selling activities in *E-Commerce* such as housewives who need some items sold at low prices in *E-Commerce*. Besides housewives, children also often buy goods in *E-Commerce*. These things certainly have offended Article 1320 of the Civil Code related to the legal conditions for making an agreement. Such consumers must certainly be protected by their rights and given education by the authorities.

Law Number 8 Year 1999 on Consumer Protection is the front guard in protecting the rights of consumers, but the effectiveness of the law is still not qualified in preventing rogue sellers from peddling their wares. This is certainly a question mark for the community, whether the Law has become a guide for consumers or not.

In terms of Criminal Sanctions, according to Article 62 of GCPL, business actors who sell goods that are not in accordance with what is advertised will get imprisonment for a maximum of 5 years or a fine of Rp 2,000,000,000.00 (two billion rupiah). In addition to these sanctions, business actors get additional sanctions listed in Article 63 in the form of seizure of certain goods related to these activities, announcement of a judge's decision, payment of compensation to consumers, orders to stop certain activities such as selling goods in *E-Commerce* that cause harm to consumers, and withdrawal of goods from circulation or revocation of business licenses.

With the existence of the GCPL, it provides an understanding that consumer protection questions the protection (law) given to consumers to obtain goods and services from possible losses due to the condition of the goods obtained by consumers or from the use of consumers themselves. Therefore, consumer protection law can be interpreted as a law that regulates the provision of protection to consumers in the context of fulfilling consumer rights and obligations and fulfilling the rights and obligations of business actors, as well as how to defend rights and carry out the obligations themselves (Pratiwi, 2020).

In addition to Law Number 8 of 1999 concerning Consumer Protection which is at the forefront of protecting consumer rights, there are several regulations that support the Consumer Protection Law such as Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems.

Article 13 of Government Regulation No. 80/2019 states that business actors are obliged to convey correct, clear and honest information regarding the conditions and guarantees of the goods and/or services being traded, including the electronic system used according to the characteristics of its function and role in the transaction, and business actors are obliged to fulfill the provisions of advertising ethics in accordance with the provisions of laws and regulations. This PP certainly emphasizes the importance of the obligations of a business actor in advertising who must provide truthful information about the physicality of the goods.

Consumers who get goods that are not as expected should get compensation in the form of compensation, return of goods or replacement of goods from those that were

originally inappropriate to goods that are in accordance with consumer orders. But in fact, there are many cases of sellers who are not responsible for their actions that harm consumers by not responding to complaints from consumers who complain about the goods they receive. Of course, consumers feel very disadvantaged due to the lack of response from sellers who do not want to take responsibility like that. If a business actor continues to sell counterfeit goods, they will get sanctions in the form of criminal sanctions, civil sanctions, and administrative sanctions for the *E-Commerce* company itself.

CONCLUSION

Supervision of *E-Commerce platforms* and law enforcement against business actors for the promotion of goods not in accordance with advertisements in *E-Commerce* transactions is still lacking in terms of implementation. This can be proven by the fact that there are still many advertisements that do not match the original goods in *E-Commerce*. Ads that do not match the original goods can be avoided and reported to *E-Commerce*. For example, we can first look at the rating or star of the item, see the comments from the ad post, and see comments from people who have already bought the item. By taking these steps, it is likely that we will not become victims of goods that do not match the advertisement.

Consumers who are the highest position between Business Actors, *E-Commerce*, and Consumers themselves should know what steps they take if they want to return an order, if they do not know the steps, consumers can contact the admin of the *E-Commerce* itself.

The role of *E-Commerce* as a liaison between sellers and buyers should know the things that happen in the online market, such as advertisements that do not match the condition of the original goods. In addition, it is expected that *E-Commerce* is more assertive in making clauses related to business actors, both distributors and producers who want to sell their goods in *E-Commerce*. In order to protect the rights of consumers and also block *affiliator* accounts that are indicated to promote goods not in accordance with the condition of the original goods. This is certainly an evaluation for *E-Commerce* to immediately fix the existing rules to maintain the rights of consumers.

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