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E-COMMERCE LEGALITY IN INTERNATIONAL TREATMENTS

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ABSTRACT

An electronic contract can be said to be valid as long as the object in the contract only concerns objects that are easily transferable or movable objects. Electronic contracts cannot be held for matters relating to recorded objects. With regard to the format and validity of this contract, according to Chapter III of the UNCITRAL Model Law on Electronic Commerce states that: An offer and acceptance can be expressed in the form of a data message and if the data is used as a contract format then the contract is valid and has legal force. This means that an exchange of electronic messages (data messages) can lead to an offer and acceptance and therefore can form a valid contract.

Keywords : Legitimacy, E-Commerce, International Agreements

1. INTRODUCTION

The 1945 Constitution of the Republic of Indonesia in Article 28F3 states that Everyone has the right to communicate and obtain information to develop his personality and social environment, and has the right to seek, obtain, possess, store, process and convey information using all types of available channels. Currently the scope of the internet has covered almost the entire world. In 1998 it was estimated that there were more than one hundred million people using the internet and in 1999 that number had doubled.

In developed countries, the development of business via the internet can develop rapidly with the support of settlement facilities[1]available, such as a fast and reliable delivery system, safe payment methods and especially the support of existing legal instruments. In its most recent development, a very sophisticated business transaction model or system has emerged innovative and creative following the advancement of high technology (high tech improvement) in the field of communication and information. The sophistication of today's modern technology and open global information network that is completely transparent. This is marked by the emergence of the internet, cybernet, or the world wide web (www), a technology that allows rapid transformation of information throughout cyberspace.[2]

Until now, Indonesia has legal regulations that regulate civil matters regarding e-commerce and e-contracts. Indonesia makes legal rules in the field of Information Technology, namely by law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Information and Electronic Transactions. Provision that there are certain authentic deeds that cannot be made in electronic form. Consumer Legal Protection Regarding the Legality of Contracts in e-commerce transactions, Indonesia does not yet have legal regulations governing civil matters regarding e-commerce and e-contracts. Indonesia is still in the testing phase making legal regulations in the field of Information Technology, namely by drafting a Law on Information and Electronic Transactions. In Law Number 19 of 2016 it is stated that electronic documents and digital signatures do not apply to the making and execution of wills, securities other than shares traded on the stock exchange, agreements relating to immovable property, documents other documents which, according to the applicable laws and regulations, require approval by a notary or an authorized official. This provision implies that there are certain authentic deeds which cannot be madein electronic form.[3]

What is contained in an electronic contract or agreement as a form of agreement in the

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[1]Asril Sitompul, Internet Law An Introduction to Legal Issues in Cyber Space, Citra Aditya Bhakti, Bandung, 2021, p.:1.

[2]M.Arsyad Sanusi, Business Transactions in E-commerce Studies on Legal Problems and Their Solutions, in Ius Quia Iustum Legal Journal, No. 16 Vols. 8 March 2001: 10-29, Faculty of Law UII, Jakarta, 2001, p.: 11.

[3]Happy Susanto, Consumer Rights If Aggrieved, Visimedia, Jakarta, 2008, p.:39

Indonesian Civil Code is still a complicated issue. Article 1313 of the Civil Code regarding the definition of an agreement does not stipulate that an agreement must be made in writing. Article 1313 of the Civil Code only states that an agreement is an act by which one or more people bind themselves to one or more other people. Referring to this definition, an electronic contract can be considered as a form of agreement that fulfills the provisions of Article 1313 of the Civil Code. However, in practice an agreement is usually interpreted as an agreement that is stated in written form must be before a Notary Public Official.

Furthermore, referring to Article 1320 of the Civil Code, an agreement is only valid if it fulfills the subjective and objective conditions. In conventional transactions where the parties meet each other, it is not difficult to see whether The agreement made fulfills these conditions. Problems arise in terms of transactions carried out without a meeting between the parties. In electronic commercial transactions rely heavily on trust in between the parties. This happens because in electronic commercial transactions the parties do not interact physically. Because it's a matter of proof if it happened dispute is very important. In Indonesian civil procedural law, it is known that there are five types of evidence in which letters/written evidence are placed first. What is meant by a letter here is a letter that signed and contains a legal act. Meanwhile, a letter that can be used as strong evidence is an authentic deed made by or before a notary. From here arises the problem regarding the strength of contract evidence electronically in the event of a dispute between the parties, particularly in international agreements.

2. THEORY REVIEW

International Agreement

International agreements are one of the sources of international law recognized by the international community, so international agreements are included as a source of international law contained in Article 38 paragraph 1 of the Charter of the International Court of Justice. The international treaty also recognizes the Pacta Sun Servanda Principle which explains that agreements made by the parties will be binding and must be obeyed.

The definition of an international agreement itself is contained in Article 2 paragraph (1) letter a of the 1969 Vienna Convention which stipulates that: "An international agreement concludes between states in written form and governed by international law, whether embodied in a single instrument or in two or more instruments and whatever its particular designation".[4]

Whereas in Article 2 paragraph 1 letter a of the 1986 Vienna Convention it is emphasized that the subject of international agreements is further expanded as follows: "Treaty means an international agreement governed by international law and concludes in written form: (i) Between one or more states and one or more international organizations. (ii) Between internationalvorganizations, whether that agreement is embodied in a single instrument or in two or more related instruments, whatever its particular designation."[5]The definition of an international agreement is not only found in the Vienna Convention 1969 and the 1986 Vienna Convention, but the meaning of an international treaty also contained in Article 1 paragraph 1 of Law Number 24 of 2000 concerning International Agreements, namely "International agreements are agreements in a certain form and name that are regulated in international law which are made in writing and give rise to rights and obligations in the field of law public."

Some experts also provide an understanding of international agreements as formulated by Mochtar Kusumaatmadja that international agreements are agreements entered into by community members nations that have the goal of causing certain legal consequences.[6]

Judging from some of the meanings above, it can be concluded as following:

1) International agreements must be in writing so that they can be used as evidence authentic that the agreement does exist and

[4]Anthony Aust, Handbook of International Law, Cambridge University Press Publisher, New York 2010,, p. 50

[5]I Wayan Parthiana, International Treaty Law Part I, Mandar Maju Publisher, Bandung, 2002, p. 15

[6]Eddy Pratomo, International Treaty Law (Definition, Legal Status, and Ratification), Publisher PT. Bandung Alumni 2011, p. 46

is actually the result of the agreement of the state parties. Usually the agreement will be formulated using a language that can be understood by the parties but in general the language used is English as the language used almost all over the world which is the lingua franca in the international world.[7]

2) International agreements are governed by international law, because International agreements inevitably burden the parties with rights and obligations so that legal consequences arise for the parties, then the agreement must comply with international law, as well as treaty law international in general.[8]
3) International agreements have a specific object, in principle each the agreement must contain the object to be agreed as well as international agreement usually the object will be the name of agreement that will be implemented considering that international agreements do not systematically regulate the use of names.[9]

The nomenclature of the treaties is not regulated systematically, so raises many terms related to international agreements and it is very difficult to distinguish the meaning of one of these terms. As for the terms in the nomenclature of international agreements, among others, as follows:

1) *Treaties*is the term used for multilateral agreements between many countries where the substance of the agreement is very important to the parties.
2) *Conventions*or convention is an agreement resulting from implementation of the conference which is usually very important so obliges countries to participate in the agreement usually the convention will apply as a rule of international law regulates an important issue and can apply widely. One of them conventions in the field of environment namely the United Nations Framework Convention on Climate Change 1992 (UNFCCC).
3) *agreement*and the second Arrangement of international treaty terms usually regulates very specific matters regarding the technical and character administrative, then usually if international treaties use This term is the substance that is regulated regarding technical and spatial issues the scope is not that wide.
4) *Memory of Understanding (MoU)*is an international treaty less official (informal) so that it is non-legally binding however now according to its development the MoU has been widely used as formal and binding international agreements. Terms of the MoU usually used for international agreements in the form of implementing arrangements of a higher international agreement level.
5) The declaration or statement constitutes an agreement of the parties which is only only general in nature and regulates the main things so that usually declarations are usually more soft law in nature. Soft law is not legally binding, but usually the parties will still comply with the declaration such as the 1992 Rio declaration which has become the basis for the formation of international agreements, one of which is the 1992 UNFCCC.
6) According to JG Starke, protocol can be interpreted as a complement to a convention, as an independent auxiliary instrument, as a treaty that is the same as a convention, and protocol as a document that contains certain agreements. Meanwhile, adjustments are usually in the form of adjustments or amendments to an existing protocol.
7) Statute (Statute) and Charter (Charter) these two terms are used equally in international agreements entered into by international organizations and is usually used as a constitution or basis for the formation of organizations international treaties.[10]
8) Modus Vivendi is the term used in the agreement The international instruments used for agreement instruments are temporary and less official (informal). Usually the parties that use international agreements with this term will follow it up with a more formal and permanent form of international agreement.
9) Concordat is the term of international treaty that is usually used for the

[7]Anthony Austin, Op. City,. p. 51
[8]Ibid
[9]I Wayan Parthiana, Op.Cit . p. 17

[10]Eddy Pratomo, Op., Cit. p. 60-61

agreement between the Holy See and other countries in the field religious.[11]

International Agreement Forms

There are two forms of international agreements, namely international agreements in the form of unwritten and international agreements in the form of writing. Unwritten international agreements are usually unilateral or reciprocal statements from the head of state, the head government, or the foreign minister who later said the statement received positively by the government organs of other countries. Based on unwritten nature of international agreements are usually also called as an informal agreement because of an agreement or agreement between parties only done through verbal statements and the implementation of the form agreement This is based on customary law, but this international agreement is rarely used because it does not guarantee legal certainty despite its strength binding is the same as a written international agreement.[12] A written international agreement is a formal form usually used as rules of international law because it guarantees legal certainty and clarity of the contents of the agreement. Agreement These international agreements can be distinguished in several ways, such as agreements international agreements in the form of agreements between countries, international agreements in the form of agreements between heads of state, international agreements in the form of inter-governmental, and international agreements in the form of between head of state and head of government.[13]There is a difference in shape the agreement as above does not affect its binding strength because every agreement made must be binding on the countries that are parties the agreement itself.

E-commerce

What is meant by e-commerce is a sales process and purchases of products and services made electronically, namely through computer network or the internet. Another meaning of e-commerce is usage information and communication technology digital processing in conducting business transactions to create, transform and redefine new relationship between seller and buyer.[14]

Whereas in Law Number 7 of 2014 concerning Trade it is stated in Article 1 that Trading through the System Electronic (e-commerce) is trade in which transactions are carried out through a series of electronic devices and procedures. In Article 1 paragraph 2 of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions it is explained that Electronic Transactions are legal acts carried out using computers, computer networks, and/or other electronic media. . In e-commerce transactions, the parties involved in it carry out legal relations as outlined through a form of agreement or contract that is carried out electronically and in accordance with Article 1 point 17 of the ITE Law is referred to as an electronic contract, namely an agreement contained in an electronic document or media. other electronics.[15]

Based on the description above, e-commerce is a legal act in the form of buying and selling activities carried out by legal subjects using electronic devices.

Contract

Contract or engagement is a relationship between two or more parties, in which the law lays down the rights of one party, and lays down obligations to other parties. If one party does not heed or violates the legal relationship, the law forces the relationship is fulfilled or recovered. Meanwhile, if one of the parties does not fulfill its obligations, then the law enforces that obligation fulfilled.[16]

Contracts are one of several sources of engagement law in context this is a source of engagement law in the formal sense regulated in Book III Second Title. Apart from contracts, other sources of engagement law are statutes. law, judge's decision (jurisprudence), unwritten law, and legal doctrine. Book III of the Civil Code does not provide an explicit definition of engagement
concrete, but based on a systematic and

[11]Ibid., p. 35

[12]Ibid., p. 38

[13]Ibid., p. 39

[14]Sora, Definition of E-Commerce in general and its benefits, www.pengertianku.net accessed 17 February 2023.

[15]Mariam Darus Badrulzaman, Compilation of Engagement Law, Citra Aditya Bakti,
Jakarta, 2001, p. 283.

[16]Tami Rusli, Law of Contracts Developing in Indonesia, Bandar Lampung: Anugrah Utama Raharja (Aura) Printing & Publishing, 2012, p.1

teleological interpretation of the articles the relevant articles in Book III of the Civil Code can be understood in engagement is a legal relationship that occurs between 2 (two) legal subjects or more, which
located in the field of assets, in which one party has the obligation to carry out achievements, in the form of giving something, doing something or do nothing.

In the general provisions regarding agreements regulated in the Civil Code, an agreement is not required to be made in writing, except for certain agreements that specifically require formalities or some physical act.

Principles of Contract Law:

a. The principle of consensualism

In making a contract or agreement, it must be based on consensualism or the agreement of the parties making the agreement. With the principle of consensualism, an agreement is said to have been born if there is an agreement or conformity of will between the parties making the agreement. Observing the formulation of article 1338 paragraph (1) of the Civil Code states that "all agreements made legally apply as laws for those who make them". This principle contains the will of the parties to bind themselves to each other and generate trust between the parties in the fulfillment of the agreement. The principle of consensualism contained in article 1320 paragraph (1) of the Civil Code requires that there is an agreement between the parties making the contract.

In article 1320 of the Civil Code it is determined that there is conformity of will as the essence of contract law.[17]This is concluded from the agreement of the parties, however, in certain situations there are agreements that do not reflect the actual form of the agreement. This is due to a defect in the will that affects the emergence of the agreement. Defects of will include three things, namely:

1) Going astray or dwaling.
2) Fraud or bedrog.
3) Force or dwang.

Thus, the principle of consensualism as concluded from the provisions of article 1320 of the Civil Code number 1 state that the agreement has been born enough with the existence of an agreement. If the agreement given by para parties are not in the actual frame or flawed will, then p this would threaten the very existence of the contract itself. So that brings up understanding of the principle of consensualism is not limited to just basing only in agreement, but other conditions in article 1320 of the Civil Code fulfilled so that the contract becomes valid.

The principle of consensualism has a close relationship with the principle of freedom contract and the principle of binding force contained in article 1338 (1) Civil Code. Subekti stated the principle of consensualism contained in article 1320 in conjunction with 1338 of the Civil Code. Violation of these provisions will result in the agreement being invalid and also non-binding as a law. act. The Principle of Freedom of Contract

The principle of Freedom of Contract can be analyzed from the provisions of article 1338 paragraph (1) Civil Code, which reads "all agreements made legally apply as law for those who make it. The principle of freedom of contract is a principle that gives freedom to the parties For:

a. Make or not make an agreement.
b. Enter into an agreement with anyone.
c. Determine the contents of the agreement, its implementation and terms and
d. Determine the form of the agreement, namely written or oral.
e. Accept or deviate from the provisions of the law is optional.

The principle of freedom of contract has an influence on relationships
contractual parties. In addition to being limited by normative provisions in article 1338 Civil Code, freedom of contract is also limited by limitative provisions in
Article 1337 of the Civil Code, because this article prohibits contracts with substance contrary to law, public order, and decency. So, every The agreed contract remains valid if it fulfills the specified requirements laws and regulations, public order, and decency. The principle of freedom contract frees the parties to determine whatever they want promise while determining what is not desired for include in the contract. However, the principle of freedom of contract does not mean freedom without limits, because the state must intervene to protect parties who are contracting socially and

[17]Djasadin Saragih, a brief comparison of civil law and common law contract law, ELIPS Projects workshop-Material on Comparative Law of Contracts, collaboration of Faculty of Law Unair and FH UI, Hotel Sahid Surabaya, 1993, p.5.

economically weak or to protect public order, propriety and decency.[18]

The Principle of Contractual Power (Pacta Sunt Servanda Principle)

The principle of pacta sunt servanda can be observed in article 1338 paragraph (1) of the KUH Civil "a contract made in accordance with the law for them who made it". This article explains that every legal subject (person or legal entity) and other legal subjects may commit acts law as if forming a law by using a contract. So that all legal subjects can make contracts as it is formation of laws.

The parties who make the contract autonomously set the pattern and the substance of the contractual legal relationship between them. Binding terms the contract contained in article 1320 of the Civil Code has validity just as the law is formed, so it must be obeyed by the parties who made the contract. In fact, if necessary, you can use force with the help of law enforcement agencies (judges, bailiffs) through the lawsuit process to court so that the parties comply with the contract they have made. These provisions provide freedom to the parties in make an agreement, free to determine: (i) content; (ii) validity and conditions
agreement; (iii) in a certain form or not; and (iv) free to choose laws which law will be used for the agreement. freedom of the parties is nothing but a manifestation of the autonomy of the parties which is upheld. According to Grotius, looking for a basis for consensus in the teachings of natural law that "promise it is binding" (Pacta Sunt Servanda), because "we must fulfill our promise". Related to the contents of the agreement or achievement is not only binding for the things that are with expressly stated in it, but also for everything that is by nature agreement, required by decency, custom or law. Even in its implementation, confirmation is given to fulfill the requirements of good faith, as regulated in article 1338 (3) of the Civil Code.

The Principle of Good Faith

Good faith is a legal obligation that must be fulfilled by the parties in executing the contract. This provision is regulated in article 1338 paragraph (3) that the agreement must be made in good faith. Act strictly require the parties to carry out a legal obligation that arises because of the existence of a contract namely that the contract must be carried out in good faith. Therefore it is necessary to have the trust of the parties in making a contract. Good faith is also distinguished in two characteristics, namely relative (relative-subjective) and absolute (absolute-objective). In good faith that is relative to the attitude and real behavior of the subject. In absolute good faith or that thing in accordance with common sense and fairness, objectively assessing the surroundings his legal actions (impartial assessment according to the norms objective).

Contract Law Theory

The contract is born when it has reached an agreement by the parties, but which This becomes a problem if the parties are in different jurisdictions. Therefore an agreement can be obtained through a process of offer (offer) and acceptance (acceptatie). Which is the basic theory of the existence of an agreement of will is the theory of supply and acceptance. Whereas in principle a new will agreement occurs when there is an offer from one party and followed by acceptance by the other party involved in the contract. The development of this theory is mostly carried out in countries that adhere to the common law legal system.

The agreement can be given orally, in writing (authentic deed or private deed), or a certain certificate. About when it happened agreement, there are 4 (four) theories that highlight this, namely:

a. Theory of speech or statement
   According to this theory, the agreement occurred when the party received
   the bidder has agreed or has signed the letter of acceptance the offer. The weakness in this theory is the lack of certainty
   law because the party making the offer does not know exactly when the party receiving the offer prepared a response letter.
b. delivery theory
   Delivery theory teaches that deals happen in moments the stated will has been sent by the party receiving the offer. The

[18]Muhamad Syaifuddin, Contract Law (Understanding Contracts in the Perspective of Philosophy, Theory, Dogmative and Legal Practice (Employment Law Enrichment Series)), Mandar Maju, Bandung, 2012. p. 89.

weakness of this theory is that sometimes there are agreements that have been born outside
knowledge of the person making the offer.

c. acceptance theory
This theory states that an agreement occurs when the answer is the offer has been accepted by the party receiving the offer.
d. theory of knowledge
According to the theory of knowledge, an agreement occurs when the parties
submit an offer knowing that the offer has been accepted. The weaknesses of this theory include the possibility of delays in the birth of the agreement due to the delay in opening the offer letter and it is difficult to know for sure when the offer recipient knows the contents of the offer.

Requirements for the validity of contracts in terms of the Civil Code

Binding or not binding an agreement depends on the validity or invalidity of the contract made by the parties. Requirements for the validity of a contract as stipulated in article 1320 and outside of article 1335, article 1339 and article 1347 of the Civil Code. Article 1320 of the Civil Code is emphasized as the main legal instrument for testing the validity of a contract made by the parties, because that article determines that there are four conditions that must be met for the validity of a contract, namely:

a. Agreed those who bind themselves.
b. Capable of performing legal actions.
c. A certain thing.
d. Halal cause or cause.

3. Research methods

The research method is analytical descriptive in nature, namely describing the problems and facts that occur based on positive legal norms, namely the laws related to this research.

Approach method with normative juridical namely using positive legal norms relating to the Legitimacy of E-commerce in International Agreements.

Data analysis was carried out qualitatively, meaning without using numbers and statistical formulas.

4. Discussion of the Legitimacy of E-Commerce in International Agreements

An electronic contract can be said to be valid as long as the object in the contract only concerns objects that are easily transferable or movable objects. Electronic contracts cannot be held for matters relating to recorded objects. With regard to the format and validity of this contract, according to Chapter III of the UNCITRAL Model Law on Electronic Commerce states that: In the context of contract formation, unless otherwise agreed by the parties, *an offer and the acceptance of an offer may be expressed by means of data messages. Where a data message is used in the formation of a contract, that contract shall not deny the validity of enforceability on the sole ground that a data message was used for that purpose or stored by electronic, optical or similar means, including electronic mail.*

Based on these provisions an offer and acceptance can be expressed in the form of a data message and if the data is used as a contract format then the contract is valid and has legal force. This means that an exchange of electronic messages (data messages) can lead to an offer and acceptance and therefore can form a valid contract.

*UNCITRAL Model Law on Electronic Commerce*aims to modernize contract law regulations so that they can include electronic contracts (e-contracts) and rely on a functional equivalent approach. This approach is based on efforts so that the functions and objectives of traditional paper document requirements can be achieved through techniques that occur in transactions via electronic media. Referring to the UNCITRAL Model Law on Electronic Commerce which states that all electronic information in the form of electronic data can be said to have legal consequences, validity or legal force, the Draft Law on Information and Electronic Transactions state that electronic information is declared valid if it uses an electronic system that can be accounted for in accordance with developments in information technology (Article 4 paragraph (3)) and that electronic transactions contained in electronic contracts are binding on the parties (Article 20 paragraph (1)).

The provisions of Article 4 paragraph (3) do not apply to:

1. Making and executing a will
2. Preparation and execution of documents on the occurrence of marriages and the dissolution of marriages
3. Securities which according to law must be made in written form

4. Agreements related to immovable property transactions
5. Documents relating to ownership rights; And
6. Other documents which, according to the applicable laws and regulations, require the approval of a notary or authorized official
authorized.

Furthermore, what is meant by an electronic system that can be accounted for is an electronic system that is reliable, safe, operates as it should. This implies that in order for an electronic contract to have binding force, the contract must meet the following requirements:

1. *Confidentiality*
   This relates to the confidentiality of data and/or information and the protection of said data and/or information from unauthorized parties.
2. *integrity*
   This relates to wrong data and/or information protection against attempts to modify said data and/or information by parties who are is not responsible as long as the data and/or information is stored or sent to other parties. The security system must be capable ensure that the data and/or information received must be the same as the data and/or information stored or sent.
3. *Authorization*
   *Authorization*relating to monitoring of access to certain data and/or information. This is intended to limit actions by parties who are not authorized to be able to do something within the information network environment. This limitation concerns the extent to which authorized parties can do things such as access, enter, read, modify, add, delete, and print data and/or information.
4. *Availability*
   Data and/or information stored or transmitted through communication networks must be available at any time if needed.

5. *Authenticity*
   This relates to the ability of a person, organization or computer to prove the identity of the owner of the data and/or information. If
   a message has been received, the recipient must be able to verify that the message was actually sent by the real party. To ensure this authenticity can be done by using a certification body (certification authority).
6. *Non-repudiation*
   This relates to proving to an independent third party regarding the authenticity of data and/or information.
7. *Auditability*
   Data and/or information must be recorded in such a way that all the necessary confidentiality and integrity requirements for the data have been met.

5. CLOSING

Conclusion

1. An electronic contract can be said to be valid as long as the object in the contract only concerns objects that are easily transferable or movable objects. Electronic contracts cannot be held for matters relating to recorded objects. With regard to the format and validity of this contract, according to Chapter III UNCITRAL Model Law on Electronic Commerce states that: In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of data messages . Where a data message is used in the formation of a contract, that contract shall not deny the validity of enforceability on the sole ground that a data message was used for that purpose or stored by electronic, optical or similar means, including electronic mail. Based on these provisions an offer and acceptance can be expressed in the form of a data message and if the data is used as a contract format then the contract is valid and has legal force. This means that an exchange of electronic messages (data messages) can lead to an offer and acceptance and therefore can form a valid contract.
2. Referring to the UNCITRAL Model Law on Electronic Commerce which states that all electronic information in the form of electronic data can be said to have legal consequences, validity or legal force, the Draft Law on Electronic Information and Transactions states that electronic information is declared valid if it uses an electronic system

that can be accounted for in accordance with developments in information technology (Article 4 paragraph (3)) and that electronic transactions set forth in electronic contracts are binding on the parties (Article 20 paragraph (1)). The provisions of Article 4 paragraph (3) do not apply to: Drawing up and execution of wills, Preparation and execution of letters on the occurrence of marriages and the dissolution of marriages, Securities which according to law must be made in written form, Agreements related to immovable property transactions, Documents related to ownership rights; and other documents which, according to the applicable laws and regulations, require the approval of a notary or an authorized official.

Suggestion

1. To guarantee legal certainty in electronic commercial transactions
   (e-commerce) Indonesia should immediately form/enact regulations/laws governing this matter. Consumers who wish to carry out electronic trading transactions (e-commerce) should be very careful, because the legal protection provided to consumers in electronic trading transactions is still very high.
   weak. Preferably before making a transaction
2. It is better to cooperate with other countries considering that electronic commercial transactions (e-commerce) are borderless. Business actors who have virtual stores on the internet should provide detailed, transparent and clear information to consumers on goods/services.

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