

# **Persyaratan *E-Commerce* Yang Memberatkan Dan Merugikan Konsumen Pada Transaksi Barang Elektronik Di *Marketplace***

## **INTISARI**

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Permasalahan terkait hak konsumen yang sering terabaikan di era teknologi digital, peraturan perundang-undangan dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dirasa sudah semakin kurang relevan. Masih banyak ditemukan dalam transaksi *e-commerce* melalui *marketplace*, yang mengabaikan hak-hak konsumen melalui persyaratan digital yang dibuat sepihak oleh pelaku usaha. Penulisan ini difokuskan pada pembelian barang elektronik oleh konsumen dalam transaksi *e-commerce* melalui *marketplace*, sehingga disusun sebuah rumusan masalah tentang bagaimanakah bentuk persyaratan *e-commerce* yang memberatkan dan merugikan konsumen pada transaksi barang elektronik di *marketplace*, serta bagaimana upaya konsumen untuk mendapatkan hak atas barang elektronik yang dibeli di *marketplace* bila dilihat dari tinjauan hukum Indonesia. Metodologi penulisan tesis dilakukan dengan menggunakan jenis penelitian normatif empiris guna membantu dalam memecahkan persoalan di bidang hukum perlindungan konsumen dan membantu penemuan gagasan pengembangan ilmu hukum dalam memberikan perlindungan hak konsumen di era teknologi digital.

Ketentuan-ketentuan yang tercantum dalam persyaratan *e-commerce* yang ada di *marketplace*, ditemukan bahwa bentuk persyaratan tersebut merupakan definisi dari ketentuan klausula baku, yang justru dalam persyaratan tersebut berisikan ketentuan yang dilarang dicantumkan pada klausula baku, yang diatur dalam Pasal 18 Ayat (1) Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Klausula baku sebagai bentuk persyaratan dalam transaksi *e-commerce* di *marketplace*, tidak merepresentasikan adanya wujud kepastian hukum terutama kepastian hukum bagi konsumen di era digital.

Kesimpulan penulisan tesis ini ialah, *pertama* bahwa persyaratan *e-commerce* yang memberatkan dan merugikan konsumen pada transaksi barang elektronik di *marketplace* ialah didapati adanya syarat dan ketentuan tersebut berbentuk sesuai definisi klausula baku, yang isinya masih banyak ditemukan ketentuan yang melanggar isi Pasal 18 Ayat (1) Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *Kedua*, upaya konsumen untuk mendapatkan hak atas barang elektronik yang dibeli di *marketplace* dalam ketentuan regulasi yang ada, bahwa hukum di Indonesia masih belum memiliki standar persyaratan khusus, dan bentuk pengawasan untuk menindak tegas para pelaku usaha *marketplace* yang melanggar ketentuan larangan klausula baku yang dicantumkan di dalam persyaratan transaksi *e-commerce*.

**Kata Kunci :** Klausula Baku, *E-Commerce*, *Marketplace*, Perlindungan Konsumen

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## **E-Commerce Requirements That Are Burdensome and Harmful to Consumers in Electronic Goods Transactions on Marketplaces**

### **ABSTRACT**

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Problems related to consumer rights that are often neglected in the era of digital technology, legislation in Law Number 8 of 1999 concerning Consumer Protection is increasingly less relevant. There are still many e-commerce transactions through the marketplace, which ignore consumer rights through digital requirements made unilaterally by business actors. This writing is focused on the purchase of electronic goods by consumers in e-commerce transactions through the marketplace, so that a formulation of the problem is formulated about how the form of e-commerce requirements that are burdensome and detrimental to consumers in electronic goods transactions in the marketplace, and how consumers' efforts to obtain rights to electronic goods purchased in the marketplace when viewed from a review of Indonesian law. The methodology for writing the thesis is carried out using normative empirical research to help solve problems in the field of consumer protection law and to help find ideas for the development of legal science in providing protection of consumer rights in the era of digital technology.

The provisions listed in the e-commerce requirements in the marketplace, it was found that the form of requirements is the definition of the provisions of the standard clause, which in fact contains provisions that are prohibited from being included in the standard clause, which is regulated in Article 18 Paragraph (1) of Law Number 8 Year 1999 concerning Consumer Protection. Standard clauses as a form of requirement in e-commerce transactions in the marketplace, do not represent a form of legal certainty, especially legal certainty for consumers in the digital era.

The conclusion of the writing of this thesis is, first, that e-commerce requirements that are burdensome and detrimental to consumers in electronic goods transactions in the marketplace are found in the form of terms and conditions according to the definition of standard clauses, the contents of which are still found in many provisions that violate the contents of Article 18 Paragraph (1) of Law Number 8 Year 1999 concerning Consumer Protection. Second, consumer efforts to obtain rights to electronic goods purchased in the marketplace in the existing regulatory provisions, that the law in Indonesia still does not have special standard requirements, and a form of supervision to take firm action against marketplace business actors who violate the provisions of the prohibition of standard clauses included in the terms of e-commerce transactions.

**Key Words:** Standard Clauses, E-Commerce, Marketplace, Consumer Protections

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