



## The Role of Civil Law in Legality Transactions *E-Commerce*

**Berliana Adinda Ayu Puspita**

Program Studi Hukum Magister Ilmu Hukum, Universitas 17 Agustus 1945 Semarang

E-mail : [dindaberliana243@gmail.com](mailto:dindaberliana243@gmail.com)

### Abstract

Sales and purchase agreements that occur electronically between sellers and buyers create online buying and selling. Internet and social media users in Indonesia, online E-Commerce businesses are increasingly growing. E-Commerce is business activities involving consumers, manufacturers, service providers and intermediaries using computer networks, namely the internet. E-Commerce users are also of various ages, because there are many conveniences when shopping online, just open the desired E-Commerce application, choose the items you buy and the goods arrive as desired within a few days. The increasing number of online buying and selling has indirectly influenced changes in legal regulations. The rules that apply in Indonesia are still unclear regarding electronic buying and selling. This is due to the fact that the conditions necessary for the validity of an electronic agreement have not been specifically regulated. The aim of this research is to determine the validity of electronic contract agreements in E-Commerce transactions in terms of civil law. In this research, normative research methods were used. This method involves processing data from legal regulations and applying rules or norms as the basis for research. Research results Electronic documents are binding and recognized as valid evidence to provide legal certainty regarding the operation of electronic systems and electronic transactions, especially for proof and related to legal actions carried out through electronic systems

**Keywords:** Civil Law, Business Law, E-Commerce Transactions

### 1. INTRODUCTION

At present, technological developments have taken place very rapidly in various fields, and the people of Indonesia have used the advancement of information technology to facilitate the various needs of their lives. Doing business buying and selling online is one way to meet that need. Transactions are not made directly at a physical location, but through an online platform. One way to make buying and selling transactions is to buy and sell online. In online transactions, another thing that must be considered is the buyer's side. The sale and purchase agreement for goods and or services, whether written or oral, is the most common type of agreement in society. As a business, a seller is obliged to provide compensation to the buyer or consumer if the goods received are not as promised. The use of technology has promoted rapid business growth because people who want to transact do not need to meet face to face, but simply use computer and telecommunications equipment to communicate.

Buying and selling is part of trading activities with the aim of making a profit. It is the most powerful transaction in the business world and is often regarded as the most important activity in business. Buying and selling is a social activity because there is

interaction between two or more people. This interaction leads to social communication, such as between sellers and buyers. Sharia buying and selling transactions have pillars of buying and selling include 4 things, namely: there must be an akid( person who performs the contract), Ma'qud alaihi (goods that are diakadkan) and shighat, which consists of ijab (offer) qabul (acceptance), and the exchange rate of replacement goods.

Over the past twenty years, globalization has become more rapid, changing the structure and patterns of international trade and financial relations. This became an important phenomenon and was a " new era " characterized by the rapid growth of international trade. An agreement or contract meets the four legal conditions of the agreement, as mentioned in Article 1320 of the Civil Code, then the agreement becomes valid and legally binding for both parties.

E-Commerce is any transaction made through the internet. E-Commerce encompasses the entire trading process, from ordering products, exchanging data, to transferring funds, which is done electronically. Electronic business, also known as e-Commerce, is a type of business that deals with commercial transactions. During E-Commerce transactions, it is important to pay attention to business laws. Electronic buying and selling, or E-Commerce, is basically a buying and selling transaction between a seller and a buyer through the use of internet technology, which makes time more efficient and allows one to make transactions with any person anytime and anywhere. To carry out this sale and purchase transaction, people can visit the accessible web page, where the seller (seller) and the buyer (buyer) make an agreement. They just need to follow the instructions by pressing the button as a sign of approval of the contents of the agreement. This transaction can be paid easily through an ATM( Automated Teller Machine), mobile banking, minimarket, or using a third-party intermediary, such as a joint account.

Data is increasingly easy to obtain in today's Industry 4.0 because it is an important asset. When customers create an account on the e-Commerce organizer's website, they will be asked to provide their personal data. This Data will be entered into a system supervised by the E-Commerce business organizer or seller. This is where personal data must be protected from the moment it is obtained, used and processed.

These regulations may be incorporated into the Privacy Policy. When a customer makes a transaction through a website or electronic media managed by an E-Commerce provider, they have bound themselves in an agreement set forth in the privacy policy of

the E-Commerce provider or seller. Since both parties must reach an agreement in advance in an agreement the term " agreement "can also be referred to as"Agreement". In a business context, the terms "Agreement" and "contract" are synonymous terms. In addition, the terms "Agreement" and "consent" are also used. In the case of contracts, both have legal consequences (legal enforceability) if the content of the agreement or contract is not implemented. Influenced by the growing need for technology, there has been a major shift in the purpose of the internet. In the beginning, the focus was research and research, but now it has shifted to business media. Considered as a very important component in spurring the pace of global economic growth, the role of the internet as an information technology tool in the economic and business world is believed to bring enormous benefits.

One of the most significant things in economic activity is the speed generated by the internet in the process of searching for data. Economic activities such as buying household goods, buying electronic devices, or buying clothes at electronic stores. There are also several other advantages, such as saving time, avoiding transportation obstacles, and reducing the possibility of fraud.

E-Commerce is the use of the internet and the Web for business transactions; or more formally E-Commerce is defined as trade transactions that are digitally possible between organizations with organizations or with individuals and between individuals with individuals. Electronic transactions are "legal acts carried out using computers, computer networks and or other electronic media" in the Act has been explained clearly and fundamentally that all legal acts relating to buying and selling based on mediacomputer or network is a form of electronic transaction.

In conducting E-Commerce transactions, there may be disputes or disagreements between sellers and buyers. The first thing that causes disputes is default. Based on the description of the background above, the main problem in this study is what the legality of electronic contract agreements in E-Commerce transactions in the review of Civil Law and how the legal protection for the parties in E-Commerce as a result of economic globalization. The purpose of this study is to describe and analyze the legality of electronic contract agreements in E-Commerce transactions in the review of Civil Law and how the legal protection for the parties in E-Commerce as a result of economic globalization.

## **2. RESEARCH METHODS**

The research method used is juridical normative. Legal literature research is a type of research that utilizes library materials or secondary data before being applied to research problems, namely legal legality for parties in E-Commerce as a result of economic globalization. This research focuses on relevant theories, doctrines, and legislation. Then the secondary data in this study is the supporting data from the primary data derived from books or literliterature related to the object of research, especially with regard to both written and unwritten agreements in terms of renting a house. Analysis of data conducted at the time of research activities have been completed both the data conducted directly have been reviewed and the data from the analysis of literature.

The method of analysis used in this study using descriptive analytical methods that researchers describe what has been obtained and then combine the field findings with the results obtained in the reference book or literature and legislation in the area that researchers feel appropriate to be used as research material. Primary legal materials in the form of legislation, namely the Civil Code and Law No. 19 of 2016 on amendments to Law No. 11 of 2008 on Electronic Information and Technology (hereinafter referred to as the ITE Law), then the secondary legal materials used are supporting books related to electronic contracts. The legal materials were analyzed with descriptive techniques to determine the final results in this study.

## **3. DISCUSSION**

### **1. Legality of Electronic Contract Agreements in E-Commerce Transactions Under Review From Civil Law**

Advances in technology today greatly facilitate various human activities, including buying and selling transactions online. The seller and buyer do not have to meet in person. With all the conveniences available, buyers will be satisfied to get the desired item without spending time going to the seller's store directly; there are many choices of websites and social media that can be accessed at any time. Business competition in E-Commerce is very tough, especially when many other parties are selling the same product. E-Commerce is any transaction made through the internet. E-Commerce offers many advantages over conventional stores. In E-Commerce, the

entire trading process from the process of ordering products, exchanging data, to transferring funds is done electronically.

In E-Commerce transactions, electronic agreements have several elements that must be considered, such as understanding of the internet, internet history, understanding of the internet, and other legal elements. Electronic agreements must meet requirements, such as providing clear information, covering all aspects of the contract, and using secure electronic media. Since electronic contracts meet the required conditions and are known to the parties involved, E-Commerce transactions in Indonesia can be considered legitimate. Electronic transactions, also called e-Commerce, are any buying and selling activities carried out through the media. electronics. Although the methods include TV and telephone, E-Commerce today is done more through the internet.

Electronic transactions generate electronic contracts, which is a new phenomenon that cannot be separated from the law because it has legal elements of agreements and contracts. One of the most important things in trading is the existence of a contract or agreement made by traders, because the principle that the contract or agreement is the law for the parties who make it. Online buying and selling mechanisms are needed to carry out online buying and selling, and some of them are:

- The first process in the transaction is the exchange of information. At this stage, potential buyers are usually looking for information about a particular product they want to purchase via the internet. You can get direct information about a particular product through the website of the seller or the company that produces it. In terms of information, users can do two main things in cyberspace. First, they can see the goods and services advertised by the company on its website. The second is to search for certain information or data necessary to complete a sale and purchase transaction.
- Buyers who are interested in the products (goods or services) offered can place an order online. As a result, to meet these needs, a company must have a data center, also known as a corporate database, that has sufficient information about the various products it offers as well as purchasing procedures. The sellers usually provide a catalog containing a list of goods to be marketed for ordering via the internet. After filling out the booking form, also known as the "booking form",

there is usually an option on the website to choose to continue or cancel the booking. After pressing the "submit" button, the process will proceed to the stage of checking and confirming the order.

- Instead, pressing the "reset" button will clear all booking processes. To continue, the customer must re-enter their selection from the beginning. Furthermore, the seller will send an e-mail confirmation to the customer if the information submitted by the customer meets the requirements and is declared valid.
- Online trading is a process that is done online. There are many ways to make transactions online. For example, people can make online transactions with hatung through the internet media or they can watch audio-visual video conferences. While other transaction methods, such as via email, can also be done easily. Both parties in this case can only make transactions through email addresses. At this stage, it usually begins with a bargaining process between the parties involved in the transaction through cyberspace known as "cyberspace bargaining". One form of proof of the existence of an agreement is an electronic data record, digitally signed by each of the parties as proof of their legitimacy and their willingness to exercise their rights and obligations.
- E-Payment is an electronic payment system. Usually in order to provide online payment services (online payment), financial institutions as the issuing company (issuer), previously need to establish cooperation with network provider companies (provider). As for the business actors who want to take advantage of these payment services, can contact the issuing company to get services.

In the midst of an increasingly sophisticated digital information flow. Electronic business, also known as e-Commerce, is a type of business that deals with commercial transactions. During E-Commerce transactions, it is important to pay attention to business laws. In E-Commerce, e-payment can be realized into various forms, for example:

#### 1) Credit Card

Credit Card can be interpreted as a method of payment for obligations arising from a business transaction using a card issued by a company/financial institution that provides payment services.

## 2) E-check

E-check is an online payment system using checks written electronically, for example by e-mail or faximile. In most cases, e-checks contain all the information created based on what is stated on the original check; however, the signatures and certificates on these checks created digitally are also known as digital signatures or digital certificates. Businesses such as Net Check seek to encourage the use of electronic checks for individual transactions. Consumers must open an online bank account before they can make payments with e-check.

Therefore, the recipient of this e-check can notify the bank that there is a correct transaction before the bank moves the money from the sender's account to the recipient of the e-check according to the listed value. 3) digital cash system uses digital money to pay. You can present the money in digital form anytime you want. The customer can communicate with the bank (the provider of this service) via e-mail to obtain the serial number of some coupons or tokens. Further, according to the nominal value of the token, the bank will Debit a certain amount of cash transferred to the customer's account. Customers will then use these tokens as a means of payment, also known as digital cash, to shop on the internet.

One of the advantages of E-Commerce transactions is a wide range, which allows customers from all over the world to make transactions in a particular store. By using the internet, consumers can access and purchase goods from stores even while they are asleep. Cheaper costs: the cost of operating an online store is much lower than that of a physical store. The agreement consists of several parts, namely:

1. Elements closely related to the terms of the agreement listed in Article 1320 of the Civil Code, as well as to determine whether an agreement exists or not, as well as the type of agreement, such as an agreement.
2. An element that usually exists or becomes part of an agreement so that it is attached to it, such as a guarantee that the goods will not be damaged.
3. Elements that must be explicitly specified, such as the payment method used and the delivery address of the goods.

As long as information can be checked, downloaded, displayed, secured and accountable, information, documents and signatures sent electronically can be considered evidence in E-Commerce transactions, as described in Articles 5 and 6 of

the ITE Law. Article 5 of Law No. 19 of 2016 stipulates that electronic information and/or electronic documents are considered binding and recognized as valid evidence to provide legal certainty about the operation of electronic systems and electronic transactions, especially in terms of evidence and legal actions carried out through electronic systems. With this law, the electronic signature has the same legal force as the manual signature, although it is only a code.

If one of the parties has reached an agreement on the topic of the agreement stated by the other party, the agreement may take place. It was this statement that led both sides to reach a consensus. In connection with this agreement, article 1338 of the Civil Code provides for the following:

1. The agreement must comply with the law, which means that if one of the parties violates it, there will be a lawsuit.
2. The agreement can not be canceled except by agreement or consent of both parties.
3. The agreement must be executed in good faith, which means that it is not only binding on matters expressly stated in the Civil Code.

According to Article 1338 of the Civil Code, there are several aspects of the legality of electronic contracts in E-Commerce transactions that need to be considered, namely:

1. Agreement Between The Parties

The parties involved in an E-Commerce transaction must reach a clear agreement before establishing an electronic contract.

2. Compliance with legal provisions

Electronic contracts must comply with applicable law, including the creation, execution, and resolution of disputes.

3. Consumer Protection

Electronic contracts should provide sufficient protection for consumers during E-Commerce transactions, including clear information, consumer rights and obligations, and dispute resolution.

4. Compliance with the principles of the agreement

The electronic contract must follow the principles of the agreement provided for in the Civil Code, such as free agreement between the parties and not conflict with applicable law.



Article 5 of Law No. 19 of 2016 states that electronic information and documents must exist and be recognized as valid evidence to provide legal certainty about the operation of electronic systems and electronic transactions, especially in terms of evidence and related to legal acts carried out through electronic systems. Special and strict regulation on the legality and legitimacy of electronic documents as a legitimate means of proof is no longer negotiable in order to regulate activities and developments on the Internet, especially to encourage the growth of E-Commerce in Indonesia. With this law, the electronic signature has the same legal force and consequences as the manual signature, even if it is only a code.

Article 1320 of the Code of Civil Law states that "a contract is said to be valid when it has fulfilled the following conditions, among which agreed those who bind". An agreement or contract creates an alliance between the parties to it; in other words, the agreement or contract is the main and most important source of an alliance.

According to Article 1320 of the Civil Code, an agreement can be considered valid if it meets the following four conditions:

1. Agreed Those Who Bind Themselves

Every deal begins with an offer by one party and is followed by a response by the other party. If the offer is not accepted or responded to, then there is no deal. Therefore, two parties must come to an agreement. The deal can be easily found out on the sale and purchase agreement directly. because an agreement can be made orally or in writing. However, in the agreement, it is not given directly except through electronic media, in this case the internet.

2. Preparing To Make An Alliance

Basically, everyone has the ability to create a patch, unless it is prohibited by law. According to the law, incompetent are those who are not yet adults (21 years old or have married). They are also considered crazy, stupid, dark-eyed, weak-minded, and wasteful. E-Commerce transactions are difficult to ensure that the person doing it has matured or not. This is because the bidding and verification process is only done through virtual media that is vulnerable to fraud. The injured party may demand that the agreement be canceled if it turns out that the person making the transaction is an incapable person.

3. Something specific

The achievements that are the subject of the agreement in question are certain according to the law. The type of goods intended in the agreement does not need to be indicated, and the law does not require that they were in the hands of the debtor at the time the agreement was drawn up. The amount also does not need to be mentioned, since it can be calculated or set later. There are some items that should not be traded through E-Commerce transactions, such as animals. In addition, there are some items that cannot be traded through online deals, such as buying and selling land that requires a deed from a land deed making official.

4. There a reason that

The lawful cause is the content of the agreement and not because the parties entered into the agreement. The content of the agreement must be in accordance with the law and not contrary to good decency and public order.

**2. Legal Protection For Parties In E-Commerce**

Legal protection is an effort to protect the government or ruler with a number of existing regulations. To obtain legal protection, a person can report any form of criminal offense or adverse act to the police. The legal protection for the agreement, electronic means of proof and the responsibility of the parties is the E-Commerce agreement. In the agreement there is an electronic document, usually created by the merchant, which contains the rules and conditions that must be followed by the customer even if they are not harmful to the customer. Consumer rights include

- a. The right to comfort, security and safety in consuming goods and / or services.
- b. The right to choose goods and or services and obtain such goods and or services in accordance with the exchange rate and the conditions and guarantees promised
- c. The right to True, clear and honest information about the conditions and guarantees of goods and / or services
- d. The right to be heard opinions and complaints on the goods and / or services used
- e. The right to obtain advocacy, protection and dispute resolution efforts appropriate consumer protection
- f. The right to consumer training and education
- g. The right to be treated or served properly and honestly and non-discriminatively

- h. Right to obtain compensation, indemnity and / or services received not in accordance with the agreement or not as appropriate.
- i. The rights provided for in the provisions of other laws and regulations.

Consumer protection law against buying and selling Online: Article 1 Number 1 of the PK law states that all efforts that ensure legal certainty to provide protection to consumers are considered Consumer Protection. These rules and conditions are also used as legal protection for both parties. Legal protection seen from both sides include:

- 1) Legal protection for the seller is especially emphasized in the case of payment, since the seller must pay off the payment before the goods are delivered.
- 2) Consumer legal protection lies in the guarantee of return or exchange of goods if the goods received do not correspond to the expected.
- 3) The law must protect the personal data of users of electronic media. The owner of personal data must give consent before providing his information. It provides legal protection for parties involved in E-Commerce transactions, as stated in Article 25 of the ITE Law: "electronic information and/or electronic documents compiled into intellectual works, websites and intellectual works contained therein are protected as intellectual property rights under the provisions of the law.

With the enactment of Law No. 8 of 1999 on consumer protection on April 20, 1999, the issue of consumer protection became very important. These laws give consumers a strong position to enforce their rights and encourage fairer rules of the game for all parties. The parties who must receive legal protection are consumers and businesses. However, consumers are in a stronger position than businesses. This is associated with a lack of awareness of his rights, lack of funds, and a weak negotiating position. Although the legal system should not include gaps. The relationship between consumers and businesses must be mutually beneficial and interdependent.

In Law No. 11 of 2008, the regulations relating to electronic transactions can be found below:

1. Article 10 on the existence of a reliability certification body to certify parties who will conduct electronic transactions
2. Article 17 paragraph 3 Regulation on the implementation of electronic transactions
3. Article 18 paragraph 1 regulation on electronic contracts to electronic transactions
4. Article 18 paragraph 3 Dispute Resolution on electronic transactions

5. Article 19 electronic system as a system of electronic transaction implementation
6. Articles 21 and 22 of the regulation on electronic agents as intermediaries in conducting electronic transactions.

Advances in technology today greatly facilitate various human activities, including buying and selling transactions online. Buyers and sellers do not meet in person. With all the conveniences that exist, buyers will be satisfied to get the desired item without spending time coming directly to the seller's store, even with a large selection of websites and social media platforms that can be accessed at any time. Business competition in E-Commerce is very tough, especially when many other parties are selling the same goods or services.

One of the many advantages of E-Commerce transactions is the wide range, which allows customers from different countries to shop at a particular store. By using the internet, consumers can access and purchase goods from stores even while they are asleep. Cheaper cost, very low cost to run an online store. Legal protection of consumers can be done by, among others:

- a. Legislation, namely the legal protection of consumers carried out at the time before the transaction by providing protection to consumers through legislation that has been made. So that with the legislation, consumers are expected to get protection before the transaction, because there are restrictions and provisions that regulate transactions between consumers and businesses.
- b. Voluntary Self Regulation, which is the legal protection of consumers carried out at the time before the transaction, where in this way business actors are expected to voluntarily make rules for themselves to be more careful and vigilant in running their business.

Consumers who make buying and selling transactions over the internet must also be observant, meticulous, and wary of the offers offered by businesses. Business actors often sell counterfeit goods at low prices to attract consumers. Before ordering a product, the customer must make sure that the seller has the full address number. If you are interested in the goods it offers, you must first communicate with the buyer. Usually they will contact the buyer directly by phone to make sure that the item is really there. After that, if the buyer agrees with the specifications of the product, the buyer immediately pays the price of the product and the goods are delivered.

Some of the rights of people to obtain legal protection include the right to equal and fair legal protection from the government in order to live safely, the right to obtain legal certainty, the right to obtain protection from the government against its citizens, the right to obtain protection from the police who are tasked with protecting citizens, the right to obtain repressive legal protection, the right to obtain equal and fair legal protection from the government.

In a situation where both parties do not enter into a transaction directly, the business law applicable to an E-Commerce transaction is the same as the law applicable to any other sale and purchase transaction. This provision provides legal security for electronic transactions in Indonesia. Regarding the legal validity of the E-Commerce agreement in the Shopee platform, it is regulated in Article 1320 of the Civil Code (Burgerlijk Wetboek)" namely the consensus or agreement of both parties to bind themselves, the ability to make an engagement, a certain thing or clarity of an item and the lawful cause is that the goods agreed do not violate the provisions of the applicable laws and regulations. Regarding reimbursement of costs, losses and interest due to non-fulfillment of the e-Commerce agreement on the Shopee platform is regulated in articles 1243, 1244, and 1245 of the Civil Code). Buying and selling E-Commerce transactions are the process of exchanging property for property on the basis of mutual willingness to benefit from the exchange. Legal permissibility of buying and selling transactions in Islam would have a legal basis.

#### **D. CONCLUSION**

Based on the above discussion, it can be concluded that

1. The legality of electronic contract agreements in E-Commerce transactions under review From Civil Law is regulated in Article 5 of Law Number 19 of 2016 stating that electronic information and documents must exist and be recognized as valid evidence to provide legal certainty about the operation of electronic systems and electronic transactions, especially in terms of evidence and related to legal acts carried out
2. Legal protection for parties in E-Commerce includes two (two) sides: within the agreement and outside the agreement. Protection in an E-Commerce agreement consists of a document drawn up by the seller, which contains the rules and conditions that the buyer must comply with, even if they are not burdensome for the buyer. Consumer

protection is any effort that ensures the existence of legal certainty to provide protection to consumers. Article 1 Number 2 of the UUPK states that : consumer is any person who uses goods and or services available in society, both for the benefit of themselves, their families, others, and other living beings and not for trading. Agreement on the Organization of business activities in various fields of the economy. Consumer protection according to Article 1 Number 1 of Law Number 8 of 1999 concerning consumer protection states that consumer protection is any effort that ensures legal certainty to provide protection to consumers.

## E. SUGGESTIONS

Suggestions that can be given are :

1. The parties who do not carry out their responsibilities in accordance with the agreements concluded.
2. The government needs to develop a regulatory structure by utilizing existing legislation such as the Consumer Protection Act.

## BIBLIOGRAPHY

- Atikah, I. (2019). Pengaturan Hukum Transaksi Jual Beli Online ( *E-Commerce*) Di Era Teknologi. *Muamalatuna*, *10*(2), 1. <https://doi.org/10.37035/mua.v10i2.1811>
- Eka Mirseseorang, julisar. “Pemakaian *E-Commerce* Untuk Usaha Kecil Dan Menengah Guna Meningkatkan Daya Saing”. *Comtech*, *4*(2) (Desember, 2013).
- Fadli, M. R. (2021). Memahami desain metode penelitian kualitatif. *Humanika*, *21*(1), 33–54. <https://doi.org/10.21831/hum.v21i1.38075>
- Lestanti, Y. (2019). Transaksi Layanan Koin Game Goyang Shopee Pada Jual Beli Online Dalam Perspektif Hukum Islam. *Jurnal Al-Hakim: Jurnal Ilmiah Mahasiswa, Studi Syariah, Hukum Dan Filantropi*, *1*(2), 249–262. <https://doi.org/10.22515/alhakim.v1i2.2314>
- Margaretha Rosa Anjani, Budi Santoso, “*Urgensi Rekonstruksi Hukum E-Commerce Di Indonesia*”, *Jurnal Law Reform*, Fakultas Hukum Universitas Diponegoro, *14*(1), Tahun 2018, hal: 96
- Putri, A. H., & Hadrian, E. (2022). Perlindungan Hukum terhadap Korban Penipuan Jual Beli Online. *Jurnal Konstruksi Hukum*, *1*(2), 266–270. <https://doi.org/10.22225/jkh.2.1.2591.266-270>

- Asyhadie, Zaeni. 2016. *Hukum Bisnis Prinsip dan Pelaksanaannya di Indonesia*, Jakarta: Rajawali Pers.
- Fuady, Munir. 2014. *Konsep Hukum Perdata*, Jakarta: Rajawali Pers.
- Suharmoko, 2015, *Hukum Perjanjian Teori dan Analisis Kasus*, Kencana, PT. Kharisma Putra Utama.
- Zakaria. (2017). *Analisis Hubungan Hukum dan Akses dalam Transaksi Melalui Media Internet*. Jakarta: Media Neliti.