

ONLINE TRADING DURING THE COVID-19 PANDEMIC: A MODEL FROM THE PERSPECTIVE OF INDONESIAN LAW

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23 ONLINE TRADING DURING THE COVID-19 PANDEMIC: A MODEL FROM THE PERSPECTIVE OF INDONESIAN LAW

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ABSTRACT

In order to prevent its spread, the Government has regulated mobility restrictions for the community through the Large-Scale Social Restriction scheme. Limited mobility make people meet their needs by shopping online to reduce the spread. Various policies have been issued by the government to break the chain of spread of the virus and even for the country's economic recovery. One of them is by issuing the Regulation in lieu of Law Number 1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the Corona Virus Disease 2019 Pandemic (Covid-19) and / or in the Context of Facing Threats that Endanger the National Economy and / or Financial System Stability, and has been passed in Constitution Number 2 of 2020. This regulation summarizes a series of stimuli in the form of relaxation in the tax sector, relaxation in the customs and excise sector, relaxation in the banking sector, trade sector, public welfare and health sectors as well as for the benefit of Micro, Small and Medium Enterprises. In this regulation, the government also decides to impose taxes on trading businesses through an electronic system in the midst of the Covid-19 outbreak.

Keywords: Online Trading, E-Commerce, Law, Covid-19.

INTRODUCTION

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The spread of Corona Virus Disease 19 (Covid-19) is still happening. In order to prevent its spread, the Government has regulated mobility restrictions for the community through the Large-Scale Social Restriction (PSBB) scheme. As a result of this restriction, online shopping activities are increasing. Limited activities make people meet their needs by shopping online to reduce mobility. The internet today has emerged as a medium that is used to carry out activities in e-commerce. The extraordinary growth and development of the internet has brought almost all business institutions to communicate with each other using the internet and to present themselves in the internet world. It can also be said that the rapid development that has occurred in the field of computer hardware and software technology has made the internet an inevitable and very important business medium (Sanusi and Arsyad, 2004).

Online buying (E-commerce) is increasingly favored by the public because it is considered more efficient by saving time, fast transaction processing and lower prices for goods. This is one of the economic boosters during the current pandemic.

This situation is used by service providers and sellers to maintain and grow their

business through e-commerce. People don't need to come to the store and meet face to face to make transactions to get the goods they need. However, the drawback of this online buying and selling activity is that buyers as consumers cannot see the goods they want directly before buying them so they cannot know the quality of the goods. Buyers often receive items that not as expected or even get damage to the items they purchased.

Because the two parties physically do not meet, the possibility of the emergence of forms of cheating or mistakes is a major concern that needs greater handling. The negative impact of e-commerce itself tends to harm consumers. Among them are matters relating to the product ordered not in accordance with the product offered, and other things that are not in accordance with the previous agreement. (Khotimah and Cindy Aulia, 2016)

On the other hand, it is also important to pay attention to the increasing online trading activities during a pandemic, which is the protection of personal data. In e-commerce, each available service provider platform requires at least a cellphone number and residential address to be submitted by consumers to the seller. Even though various kinds of crimes can occur only by using personal data.

On November 20, 2019, the Indonesian Government issued Government Regulation Number 80 of 2019 concerning Trade through Electronic Systems. This Government Regulation is issued under the mandate of the provisions of Article 66 of Law Number 7 of 2014 concerning Trade

which regulates trade in general. The law mandates to make further regulations specifically regulating trading activities carried out through electronic systems. One of the points regulated in this regulation is the protection of personal data as stipulated in Articles 58 and 59.

⁸ During the Covid-19 pandemic which affected various sectors including the economy, the government issued Regulation in lieu of Law Number 1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the Corona Virus Disease 2019 Pandemic (Covid-19) and / or in the Context of Facing Threats that Endanger the National Economy and / or Financial System Stability, and has been passed in Constitution Number 2 of 2020.

⁸ Regulation in lieu of Law Number 1 of 2020 summarizes a series of stimuli in the form of relaxation in the tax sector, relaxation in the customs and excise sector, relaxation in the banking sector, trade sector, public welfare and health sectors as well as for the benefit of Micro, Small and Medium Enterprises. In this regulation, the government also decides to impose taxes on trading businesses through an electronic system in the midst of the Covid-19 outbreak. This paper ²³ will discuss more about online trading during the Covid-19 pandemic from the perspective of Indonesian law.

METHODOLOGY

The type of research used is normative juridical (legal research), which is research that is focused on testing the application of rules or norms in applicable positive law and

the approach used by the author is the statute approach.

Regarding the data sources used in this study, secondary data are classified into three groups, namely primary legal materials, secondary legal materials and tertiary legal materials. The sources of primary legal materials used in this research are Minutes, Academic Papers on Legislation, and so on. Sources of secondary legal materials used are in the form of textbooks, legal journals, legal magazines, expert opinions and various references related to this research. As well as sources of tertiary legal materials as research supporting materials in the form of legal dictionaries, internet media, encyclopedias and books on the terms used in this research.

Data collection is done by library collection techniques, this technique is used by the author in order to collect data in order to answer matters relating to the problems to be discussed.

DISCUSSION

The Definition of Online Trading (E-Commerce)

⁴⁴ Buying and selling online (E-commerce) is a business activity that involves several parties, namely consumers, manufacturers, services, providers and trading intermediaries using the internet network.

⁴⁰ Kalakota and Whinston define e-commerce from a variety of different points of view, namely as follows: (Whinston, 1996)

- a. From a communication point of view. E-commerce is defined as the delivery of information, products / services, or payments made through telephone lines, computer networks or other electronic means;
- b. From a business process point of view. E-commerce is defined as the application of technology to automate business transactions or workflows;
- c. From a service point of view (service). E-commerce is defined as a means that enables companies, consumers and corporate management to reduce service costs on the one hand and to improve the quality of goods and increase service speed on the other;
- d. From an online point of view. E-commerce is defined as a means that enables the sale and purchase of products and information via the internet and other online services.

In addition, Wigand provides a general definition of e-commerce, namely: "a form of communication and information technology application in which from the starting point to the end point of the business process chain are carried out electronically and designed to enable the achievement of certain business goals. The processes carried out electronically can be wholly or partly, and can include transactions between companies and companies, companies and consumers or between consumers and companies. (T.,Wigand R. The Information Society Journal. Vol. 13 nd).

¹¹ Electronic commerce, also known as e-commerce, is the use of communication networks and computers to carry out business processes. Popler's view, e-

commerce is the use of the Internet and a computer with a web browser to buy and sell products. (Raymond George P. Schell 2008)

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There are 3 payment methods commonly used in transactions using e-commerce, namely:

1. Online Processing Credit Card, this method is suitable for retail products where the market is the whole world, payments are made in real time (the verification process is on-the-spot).
2. Money Transfer, this method is safer to receive payments from foreign customers, but requires additional fees for consumers in the form of fees for Money Transfer providers to send money to other countries.
3. Cash on Delivery, payment by paying on the spot, can only be done if the consumer is in the same city as the service provider.

E-commerce transactions are trade transactions carried out through the internet. To be able to conduct trade transactions in the world, we must know what is needed or what be met in the Internet Trading System. In general, a transaction in the internet trading system (E-commerce) should guarantee:

1. Confidentiality: Transaction data must be able to be conveyed confidentially, so that unwanted parties cannot read it.
2. Integrity: The data of each transaction must not change when it is transmitted through a communication channel.
 - a. Validity or authenticity, including:
 - b. The validity of the parties conducting the transaction: that

the consumer is a legitimate customer at a certain payment system provider company (for example, Visa and Mastercard credit cards, or debit cards) and the legality of the existence of the merchant itself.

- c. Transaction data validity: The recipient believes that the transaction data was created by the party claiming to have made it (usually the data maker will put his signature on it). This includes a guarantee that the signature on the document cannot be falsified or modified and can be made evidence (non-repudiation): records regarding transactions that have been carried out can be used as evidence at one time if there is a dispute.

The following are forms of electronic transactions that have developed in the internet world, including: (Kantaatmadja and Mieke, 2002).

- a. Contracts are made by e-mail communication. Offers and receipts can be exchanged by e-mail or in combination with other electronic communications, written documents, facsimiles and others;
- b. Contracts made through websites and other online services, namely a website that offers a sale of goods / services and consumers receive offers by filling out and transmitting forms displayed on the monitor screen. Direct online transfer of information and services;
- c. Website is used as a medium of communication as well as a medium of exchange;
- d. Contract containing Electronic Data Interchange (EDI), which is

- an electronic exchange of business information;
- e. Contracts on the internet can be a license agreement.

Sell and Purchase In Indonesian Civil Law

According to Article 1457, Chapter V of the Indonesian Civil Code, Sale and Purchase is defined as follows: "Sale and Purchase is an agreement in which one party binds itself to deliver an object, and the other party to pay the price promised".

Based on this formula, the sale and purchase is a form of agreement that creates an obligation or agreement to provide something, which in this case is manifested in the form of delivery of items sold by the seller, and the delivery of money by the buyer to the seller (Widjaja, 2003).

In general, the law regulates the sale and purchase agreement, so that it can be said that the sale and purchase agreement made on objects in the form of goods is a named agreement. The arrangement regarding the sale-purchase agreement is in the explanation of Article 1457 to the explanation of Article 1540 of the Civil Code.

Regarding the validity of the agreement, it has been determined in Article 1320 of the Civil Code, namely:

1. Agree for those who find themselves;
2. Skills for those who make an engagement;
3. A certain thing; and
4. A cause that is lawful.

The basic principle of the legal of electronic contracts in online buying and selling activities Article 1320 of the Civil Code can also be applied.

An agreement is a legal relationship made by two or more people, giving rise to legal consequences. A sale and purchase agreement for an item occurs when an agreement has been reached between the parties and therefore creates rights and obligations for the parties.

In a sale and purchase agreement, the objects are certain goods whose shape and quantity can be determined and are not prohibited according to applicable law for sale and purchase because the sale and purchase agreement is legally binding if both parties have reached an agreement about the goods and the price even though the goods have not been scattered and the price has not been paid.

Article 1458 of the Civil Code confirms that: "The sale and purchase is deemed to have occurred between the two parties, as soon as the people have reached an agreement on the item and its price, even though the goods have not been delivered and the price has not been paid"

In the explanation of Article 1458 of the Civil Code, there are elements that must be present in the agreement between the seller and the buyer. The elements that must be carried out by the seller and the buyer are an obligation that must be fulfilled, including:, (M. Yahya, 1986)

- a. There is an obligation from the seller to provide the goods that have been purchased.
- b. There is an obligation from the seller to pay an amount of money from the value of the object agreed upon to the seller.

The seller has the position of being the perfect owner and obtains all the rights that were originally in the hands of the buyer. The seller has the right to use expiration against the true owner, as well as against people who have mortgage rights or other rights over the goods sold. So once the time period has passed and the buyer has not exercised his repurchase right, the seller becomes the true owner of the goods and cannot be sued to hand over the goods to another party who has a mortgage or other rights to the goods (Subekti, 2004).

Salim HS argues that the simple concept of a sale and purchase agreement is the giving of an item as the object of the agreement to the recipient of the goods or the buyer as a right that should be given to the buyer by the owner or seller. The obligation of the owner of the goods or the seller to deliver the goods to the buyer is done so that the owner of the goods receives his rights in the form of money. Implicitly, the meaning of Salim is interpreted by several things in the sale and purchase agreement, those are:

- a. An absolute sale and purchase agreement must have a legal subject that actively performs legal actions (seller and buyer).
- b. The sale and purchase agreement must be based on mutual agreement on the object being agreed upon.
- c. The sale and purchase agreement creates rights and obligations that

must be fulfilled by legal subjects who carry out legal acts in the form of sale and purchase transactions.

The Civil Code adheres to the system that buying and selling is only obligatory, which means that the sale and purchase has not transferred ownership rights. The nature of the obligatory appears in Article 1459 of the Civil Code, which explains that the title to the goods sold does not transfer to the buyer as long as the delivery has not been made according to the applicable provisions. Thus according to Article 1459 of the Civil Code, new ownership rights are transferred by levering or handing over. Meanwhile, the transfer referred to in this case is a juridical handover that is useful for transferring property rights (transfer of ownership).

E-Commerce in Indonesian Law

E-commerce as a form of trading can be carried out based on Article 1338 Paragraph (1) of the Civil Code. This article is contained in Book III of the Civil Code which adheres to the principle of freedom of contract in an agreement. In principle, there is no difference between a conventional sale and purchase agreement with an e-commerce agreement. The e-commerce agreement was born based on an agreement between the parties, thus the Civil Code can be used as the basis for e-commerce transactions in Indonesia.

The characteristic that distinguishes e-commerce agreements from other agreements in general is the use of online contracts. The use of digital data will provide efficiency for players in the business world. Online contracts uses digital data as a substitute for participation as a medium of

the agreement, but are still guided by the principles of contract law in general and the legal terms of the agreement in book III of the Civil Code.

According to the provisions of Article 1338 paragraph (1) of the Civil Code, an agreement made legally, namely fulfilling the conditions stipulated in Article 1320 of the Civil Code, applies as law for those who make it and cannot be withdrawn without the consent of both parties or for reasons of sufficient reasons according to the law and must be implemented in good faith. So, in this case, on the issue of whether or not e-commerce transactions are valid, the provisions of Article 1320 of the Civil Code apply.

In Indonesia, currently there are no specific regulations governing about online transactions in the form of laws. Law Number 11 Year 2008 concerning Electronic Information and Transactions, also cannot be used as handling cases of violations such as fraud in online transactions in Indonesia.

In Article 1 Point 2 of the Electronic Information and Transactions Law, what is meant by Electronic Transactions is as follows: "Legal actions that are carried out using computers, computer networks or other electronic media, electronic buying and selling transactions are one of the manifestations of the above provisions".

Furthermore, the Operation of electronic transactions is stipulated in Article 17 of the ITE Law which reads:

[1] Electronic transactions can be carried out in a public or private sphere.

[2] The parties conducting electronic transactions as referred to in paragraph (1) must have good faith in conducting interactions and / or exchanges of electronic information and / or electronic documents during the transaction.

In online buying and selling transactions, related parties therein conduct legal relations facilitated through a form of agreement made electronically and in accordance with Article 1 clause 17 of the Electronic Information and Transaction Law as defined by the electronic contract namely the agreement contained in electronic documents or other electronics media. Sellers in offering goods or services electronically obliged to provide relevant information about what the terms of the agreement to the consumer and product details are sold completely and correctly. Based on this understanding, it can be drawn elements of the online trading, namely: (Ikhsan, 2018).

- a. There is a trade contract;
- b. The contract is executed by electronic media;
- c. The physical presence of the parties is not necessary;
- d. The contract takes place in a public network; and
- e. The system is open, ie with the internet

The government has also issued other regulations to complement the regulations on electronic transactions in Indonesia, namely Government Regulation Number 71 of 2019 concerning Operation of Electronic Systems and Transactions (PSTE), Regulation of the Minister of

Communication and Information Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems, and based on the mandate of the provisions of Article 66 of Law Number 7 of 2014 concerning Trade, the Government issued Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems.

As a regulation specifically regulating e-commerce activities, the scope of regulation in this Government Regulation covers all trading activities carried out using various modes and types of electronic communication systems, both online and off-line. This will cover the legal relationship in the context between business actors (business to business) and business actors and consumers (business to customer).

The subject matter of Trading through Electronic Systems regulation includes:

- a. the party conducting the Trading Through Electronic Systems;
- b. Trading Through Electronic Systems;
- c. the Operation of the Trading Through Electronic Systems;
- d. obligations of Trading Business Actors through Electronic Systems;
- e. proof of Online trading transactions;
- f. Electronic Advertisement;
- g. Electronic Offers, Electronic Receipts, and Electronic Confirmations;
- h. Electronic Contracts;
- i. protection of personal data;
- j. payment in Online trading;
- k. delivery of goods and services in the online trading;

1. exchange of goods or services and cancellation of purchases in the online trading;
- m. dispute resolution in the Trading Through Electronic Systems; and
- n. guidance and supervision.

According to the Ministry of Communication and Informatics, Government Regulations of Trading through Electronic Systems is actually a more detailed version of the ITE Law and Government Regulation on the Operation of Electronic Systems and Transactions. Some of the actions that are prohibited in conducting electronic transactions which are regulated in statutory regulations include;

- 1) Article 28 paragraph 1 Chapter VII, "Every person knowingly and without right to spread false and misleading news that results in consumer losses in Electronic Transactions"; and
- 2) Criminal provisions in article 45 paragraph 2, "Offenders can be sentenced to imprisonment of up to six years and / or a maximum fine of Rp. 1 billion" (Budi 2021).

With the issuance of this Government Regulation, of course it will provide legal certainty for online buying and selling activities in Indonesia which are oriented towards consumer protection by guaranteeing their rights.

Online Trading During the Covid-19 Pandemic

The ease of transaction is one of the reasons people switch from conventional

buying and selling activities to buying and selling online. In the midst of this pandemic, people are increasingly forced to shift to the era of digitalization to reduce the spread of Covid-19. With the existence of mobility restrictions, online trading activities are considered very effective because there is no need to leave the house to buy necessities.

However, the increase in online trading activities to meet needs in the midst of a pandemic does not mean there is no risk. Even the risk of legal issues arising from online trading activities is greater than conventional trading activities, one of which is the potential for misuse of consumer personal data.

Article 1 Number 29 Government Regulation Number 71 of 2019 concerning The Operation of Electronic Systems and Transactions (PSTE) defines personal data as follows: "Personal Data is any data about a person that is either identified and / or can be identified separately or combined with other information, either directly or indirectly through Electronic and / or non-electronic systems."

Protection of personal data is important for consumers themselves in conducting online transactions, because personal data is related to the security of consumers themselves. Due to the weak position of the consumer, it must be protected by law (Kristiyanti Celina, 2011).

The public generally has not placed personal data as part of property that

must be protected. One of them can be traced from the number of posts containing personal data content, both on a number of social media platforms as well as in various social networking groups. In addition, when using a number of electronic system platforms (e-commerce, online transportation, fintech, etc.), users generally do not fully understand the privacy policy, terms and conditions of service of each of these applications, especially those related to use of personal data.

Republic of Indonesia Law No. 39 of 1999 concerning Human Rights (Human Rights Law), which in several articles guarantees the protection of the right to privacy of citizens, for example Article 14 Paragraph (2), Article 29 Paragraph (1) and Article 31. In general, Article 29 Paragraph (1) declares a claimant of the right of everyone to protection of personal, family, honor, dignity and property rights. This protection is not only in the context of a direct relationship, but also for personal information or data. Meanwhile, Article 14 Paragraph (2) states that one of the rights to self-development is the right to seek, obtain, store, process and convey information by using all available facilities. This is related to Article 21 of the Human Rights Law which also regulates independence and Confidentiality in communication through electronic means is guaranteed, except by order of a judge or other legitimate power in accordance with statutory provisions.

The regulation regarding the protection of personal data is regulated in several articles in the ITE Law. This law does not contain strict and comprehensive rules for protecting personal data. However, this Law indirectly creates a new understanding of the protection of the existence of electronic data or information, both public and private. The elucidation of personal electronic data is further mandated by the ITE Law in the Government Regulations on the Operation of Electronic Systems and Transactions. Protection of personal data in an electronic system in the ITE Law includes protection from unauthorized use, protection by electronic system administrators, and protection from illegal access and interference (Lia, 2018).

Protection of privacy and personal data greatly affects the development of the digital economy in a country, Indonesia is no exception. This protection is a determining factor for online trust, which is important in digital transactions. Privacy and personal data are important because users on the network will not carry out a digital transaction if they feel the security of their privacy and personal data is threatened. (Rosa, Garry 2018) Especially during this Covid-19 Pandemic, online trading activities have increased greatly; of course a great level of trust is needed by the public, both as business actors and consumers, to provide their personal data in online transactions.

Article 26 of the Government Regulation on the Operation of Electronic Systems and Transactions, it is explained that the Operation of Electronic Systems is obliged to maintain the confidentiality, integrity, authenticity, accessibility, availability and traceability of Electronic Information and / or Electronic Documents in accordance with the provisions of laws and regulations.

In online buying and selling activities, Government Regulation no. 80 of 2019 concerning Trading through Electronic Systems regulates the protection of personal data, namely in Chapter XI Article 58 and Article 59.

Article 58:

- 1) Every personal data is treated as the personal property of the person or Business Actor concerned.
- 2) Every Business Actor obtaining personal data as referred to in paragraph (1) is obliged to act as a mandate bearer in storing and controlling personal data in accordance with the provisions of laws and regulations.

Furthermore, Article 59 explains that business actors are required to store personal data in accordance with personal data protection standards or the prevailing business practices.

The Covid-19 pandemic, which has been taking place since the beginning of 2020, has occurred in various sectors, including in the economic sector which has not only occurred in Indonesia but also in many countries. Even the

Central Statistics Agency (BPS) recorded that in the third quarter of 2020 Indonesia's economic growth was minus 3.49 percent. Indonesia was declared officially in recession after two consecutive quarters of minus growth.

The significant impact on the national economic sector prompted the government to make a policy to support monetary stability. Piter Abdullah, in a discussion held by the Indonesian Parliamentary Center on Consumer Protection during the Covid-19 Pandemic In May 2020, said that saving the business world and the financial system is very important if you want to prevent a more fatal economic crisis due to the spread of Covid-19. The fiscal stimulus for handling Covid-19 and National Economic Recovery was carried out, one of which was the policy of issuing Regulation in lieu of law No.1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the Corona Virus Disease 2019 (Covid-19) Pandemic and/or in the Context of Facing Threats that Endanger the National Economy and/or Financial System Stability, Law No. 2 of 2020 (Quoted from Article: Yasin, 2020).

Regulation in lieu of law No. 1 of 2020 summarizes a series of stimuli in the form of relaxation in the tax sector, relaxation in the customs and excise sector, relaxation in the banking sector, trade sector, public welfare and health sectors as well as for the benefit of MSMEs. In this regulation, the

government also decides to impose taxes on trading businesses through an electronic system in the midst of the Covid-19 outbreak.

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Sri Mulyani, the Minister of Finance of the Republic of Indonesia, also said that the government's consideration to impose taxes on businesses through an electronic system during this pandemic was because this industry was the only one that could continue to grow amid the weakening of global economic activity. This provision is imposed on all trading business actors through an electronic system operating in the territory of Indonesia, and does not have to be a permanent business entity.

The criteria for trading through electronic systems that are subject to tax are regulated in Article 4 of the Director General of Taxes Regulation No. 12 of 2020 concerning the Limitation of Certain Collector Criteria and Appointment of Collectors, Collection, Deposit and Reporting of Value Added Taxes Utilization of Intangible Taxable Goods and/or Taxable Services from Outside the Customs Area within the Region through Trading through Electronic Systems, namely first, the value of transactions with buyers exceeds IDR 600 million within one year. Second, the number of accessers in Indonesia exceeds 12,000 (twelve thousand) in one year.

Previously, online trading service platforms could have large revenues in Indonesia without being taxed. Referring

to Article 6 of the regulation, it is explained that the government will impose Value Added Tax (PPN) and Income Tax (PPH) on Trading Activities via Electronic Systems. The tax collection step on the E-commerce was deemed appropriate. Given that in the midst of the Covid-19 pandemic, tax revenues are projected to fall as a result of government stimulus. This step is expected to be able to encourage additional state revenue. Even in other countries, the European Union countries for example, have imposed digital taxes since 2015.

Regarding the imposition of this tax, Ira Aprilianti, Researcher of the Center for Indonesian Policy Studies (CIPS), said that consumers pay taxes to the government, meaning that the government must ensure consumer protection for these transactions. Taxes become a consumer contract with the government indirectly that the government will provide public services if one thing happens and another. He also reminded that consumers should not pay taxes but still worry about the misuse of their personal data or feel insecure in making transactions. In this case, it is not only consumers who will be disadvantaged but also the government because it cannot develop the digital economy in Indonesia (Quoted from: Fitri Novia. 2020).

Therefore online trading during the Covid 19 pandemic if seen as

a model from a positive legal perspective in Indonesia, other than helping government programs to protect people from the spread of the corona virus, especially to provide protection to consumers, besides that it can develop Indonesian digital businesses and immediately provide additional income for state finances from taxes through the online buying and selling transactions. On the other hand, of course, it is also necessary to protect the state, in this case the government, to the consumer society from all the aspects mentioned above.

CONCLUSION

During the pandemic that has occurred since 2020, it is as if people are forced to switch to the digital world. To meet their needs, e-commerce is one option that is considered very effective because of the ease, speed, and practicality of making transactions in the midst of the Covid-19 outbreak. However, the risk in online buying and selling activities can be said to be greater than conventional buying and selling activities because the parties, both sellers, buyers and service providers are not required to meet in person for transactions. Some of these risks include fraud, unsuitable items, or no less important, misuse of personal data. Several regulations have been issued by the Government to create

order and legal certainty in online transactions, including; Law No. 11 of 2008 concerning Electronic Information and Transactions and Government Regulation Number 71 of 2019 concerning the Operation of Electronic Systems and Transactions. Meanwhile, specific regulations governing online trading (e-commerce), as mandated by Article 66 of Law Number 7 of 2014 concerning Trade. Protection of personal data in online buying and selling activities has been regulated in Article 58 and Article 59 of Government Regulation Number 80 of 2019 concerning Trading through Electronic Systems.

The government issued regulation in lieu of law No.1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the 2019 Corona Virus Disease (Covid-19) Pandemic and/or in the Context of Facing Threats that Endanger the National Economy and/or Financial System Stability as a fiscal system launched by the government in handling Covid-19 and National Economic Recovery. In this regulation, the government decided to impose taxes on trading businesses through an electronic system in the midst of the Covid-19 outbreak. The steps to impose digital taxes, including in Trade through Electronic Systems (E-commerce) are the right thing to encourage additional state revenue during the Covid-19 Pandemic.

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