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Legal Protection for Sellers in the Use of Joint Accounts as One of the Payments in E-Commerce

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ARTICLE INFO	ABSTRACT
Keywords: Protection	The development of technology has accompanied the development of a freer and more open means of information. Everyone from all over the world can interact
Joint account E-commerce	both one way and two ways with various interests. E-Commerce is one of the activities sponsored by technological developments in the era of globalization. One
Article history <i>Submitted: 2020-10-01</i> <i>Accepted: 2020-10-07</i>	of the payment systems in e-commerce is using a joint account, a payment method for buying and selling goods online using third-party facilities to help create safe and comfortable conditions. In this paper, we will discuss sellers' legal protection in the use of joint accounts in e-commerce. The party that makes a breach of
* Corresponding Author Email address: muthiasakti@student.uns.ac.id	promise of transactions in e-commerce, the seller, one of the parties in the joint account, can legally be protected.

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1. Introduction

Globalization is not a new thing; the spirit of enlightenment that occurred in the medieval European world that encourages new searches can categorize as globalization (Ja'far, 2010). Generally, the term "globalization" refers to the economy, which involves global relations by referring to the strengthening of the world economic units. This it can be understood that globalization is about such a complex process driven by political and economic influences. Globalization has changed everyday life, especially in developing countries, and at the same time, it creates new transnational systems and powers.(Sari & Karjoko, 2018)

The development and use of information technology provide a significant contribution to the improvement of welfare, progress, and human civilization. Everyone from all over the world can interact both one way and two ways with various interests. In this era, something that cannot avoid in globalization is the development of Information and Communication Technology.(Karjoko, Maret, & Riyadi, 2019) Therefore, the development will continue to proceed with the development of knowledge. Many parties use the internet to carry out various daily activities, including one in the business world.(Rosidah, 2020)

The internet is useful electronic information and communication media in the development of information and communication technology. It can be used in several activities, such as browsing, searching for data and news, sending messages via electronic messages (e-mail), communication through social networking sites, and being in the world of commerce. Electronic commerce (ecommerce) is an activity that is sponsored by technological developments in the era of globalization—told as trading activities are done electronically or online for utilizing internet media (Ramli, 2004).

Buying and selling business using internet media or e-commerce means that it can negotiate via internet media (Firmansyah, 2014). In e-commerce, buying and selling goods is carried out online, so that users can use time effectively and efficiently. Of course, buying and selling transactions online have differences in buying and selling transactions in person or face to face. A relatively broad scope of technology, practices, and business processes without using banknotes in transactions is ecommerce. It can be done using various methods such as sending e-mails, or it can also do by using the world web site (www) and social networks such as Twitter, Instagram, and Facebook (Purbo & Wahyudi, 2001). Transactions that use technology in everyday life can see in a modern form of payment, such as Electronic Transaction (e-banking) via phone banking, internet banking, ATM (Raditjo, 2014).

In e-commerce, convenience is not only felt by buyers. It can also make it easier for sellers to market their products, which is, of course, very influential in saving costs and time. Legal relations in electronic transactions are carried out by combining a system's network and combining information using a computer-based technological device.(Nugroho, Ayu Ketut, & Karjoko, 2018) An online buying and selling site that offers a complete sales service, namely the marketplace. In other words, all activities such as promotions to transactions are carried out with a tested system. Examples of marketplaces in Indonesia include Lazada, Shopee, Buka Lapak, Tokopedia. In buying and selling sites like this, of course, the rate per transaction is applied as a lighter management fee when compared to renting a place to trade conventionally (Susiawati, 2017).

The payment mechanism that can do is that the buyer can transfer some funds to the seller according to the agreed price, then the seller will send the goods to the buyer. However, if the payment uses the direct transfer method, it can have a relatively high risk because it allows fraud. Buyers are required to be vigilant and careful if they wish to transact using the transfer method.(Hanum, 2020) Payment systems that can be done in transactions using e-commerce are using credit cards, debit cards, and transfers between accounts. Besides that, we can also use the Cash On Delivery (COD) payment method and also use a joint account.(Handayani, 2013) Cash On Delivery (COD) is a standard payment method in online buying and selling transactions. The buyer can pay for the order in cash when the purchased item arrives at the destination or when the item has been received directly by the buyer. However, the payment system can only do if the position of existence is between the seller and within the buyer be an area and reachable.(Intaniasari, 2020)

Meanwhile, the Joint Account is an online payment method that uses facilities from parties third as a joint account provider to help create conditions comfortable and safe. A joint account is a payment method for buying and selling goods online using third party facilities (providers joint account services) to help create safe conditions and comfort. A joint account is also an independent party, or a neutral party does not take sides in one of the parties in a buy-sell relationship (Setyaji & W, 2011).

In Article 1, number 6 of Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 on Information and Electronic Transactions, "Electronic System Operation is the utilization of Electronic System by State Administrators, persons, business entities and/or society." In this case, the Operation of Electronic System, namely the company itself. Article 40 paragraph (2) of the Information and Transaction Law Electronics states that "The Government protects the public interest from all kinds of disturbances as a result of misuse of Electronics Information and Electronic Transactions that disturb public order, by the provisions Laws and regulations."(Gunawan, 2020)

Problems that often arise are related to joint accounts in trading transactions through an electronic system, namely when a seller commits a default, which can harm the parties in a sale and purchase agreement. There is also a lack of intermediate information from one party to another. Because information is a thing that is very necessary for transacting online due to the selling process, buy cannot meet in person. Other possible problems appear is that the seller's funds held by a third party, namely the merchant as the control holder of the joint account.(Triwanto & Aryani, 2020)

2. Results and Discussion

Legal protection is protection provided against legal subjects in the form of both preventive legal instruments or repressive, both written and

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unwritten. According to Satjipto Rahardjo, legal protection is to protect Human Rights (HAM) that others are harmed, and protection is given to the community to enjoy all the rights given by law (Rahardjo, 2000). The utilization of information systems in the business sector will improve 2007). performance (Handayani, Almost all economic activities in the world using media online or the internet. One aspect of economic activity is in terms of transacting using internet media, commonly known as e-commerce. To anticipate developments and its utilization, especially in technology commercial transactions, in 2016 was formed Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 on Information and Transactions Electronic.(Hutomo & Karjoko, 2018)

government needs The to support the development of information technology through legal infrastructure and its regulations to utilize information technology safely to prevent misuse and pay attention to the religious and socio-cultural values of the Indonesian people. However, the government must also pay attention to dispute resolution expected in the business world, so the existing regulations must be able to adopt provisions regarding alternative dispute resolution, either in the form of arbitration, negotiation, mediation, and conciliation (Mursidik, 2008).

The company can compete in the current reform area, then a company must carry out a transformation of its internal foundation structure by developing an e-business strategy (Yulia, 2006). The internet presence, although it is still a new industry which is in a growth phase, that is still changing and full of uncertainty, has strengthened confidence the importance of the role of technology in achieving the company's financial goals through modification and efficiency of business processes, namely by utilizing e-commerce (Salami & Bintoro, 2013). The advantage of e-commerce itself is that it provides convenience to consumers in transactions because consumers do not have to meet physical, while ecommerce sellers can cut operational costs.

E-commerce gives birth to electronic document which has several elements, namely electronic information; shaped analog, digital, electromagnetic, optical or the like; can see, displayed, and/or heard through a computer or electronic system, not limited to writing, sounds, pictures, maps, photos or the like, letters, signs, numbers, codes access, symbol or perforation, and; have meaning or can be understood by people who can understand it (Salami & Bintoro, 2013). Types of transactions that often occur in buying and selling transactions electronics, not only between entrepreneurs and consumers but also to the parties below (Makarim, 2004)

Business to business, namely transactions, occurs between companies. In this case, both the buyer and seller are companies and not individuals. Usually, these transactions are done because of them have known each other, and the sale and purchase transaction has established cooperation between these companies.(Nugroho et al., 2018)

Business to the customer, namely of transactions between companies and consumers or individuals. In this type, the transaction propagated to the general public and consumers who take the initiative to carry out the transaction. Manufacturers must be ready to receive a response from consumers; usually, the system is a web system because it is standardly used in the community. Costumer to costumer, namely buying and selling transactions that occur between individuals with individuals who sell goods to each other.(Abdul Kadir Jaelani, Ayu, Rachmi, & Lego, 2020)

Costumer to business, namely transactions that allow individuals to sell goods to companies. Consumers to government, namely buying and selling transactions between individuals with the government, as paying taxes. Parties who can treat in transaction electronics is not only between individuals and individuals, but also with the company, the company with the company, or between individuals with the government. The only condition is that these parties are civil meets the requirements to perform a deep legal action that is legal relationship of buying the and selling.(Candrasari & Karjoko, 2018)

The agreement is the most important source that gives birth to the engagement. Most of the time, the agreement is ordered by an agreement, but other sources give birth to the engagement, such as law. So, the agreement is born from an agreement, and there is also agreement that is born of the Act (Subekti, 2014).

The legal relationship between conventional buying and selling is only involved only 2 (two) parties, namely the seller and the buyer. The legal relationship is in the form of an agreement that has consequences law, namely the seller's rights and obligations and the rights and obligations buyer. The form of legal protection is in Article 40 paragraph (2) Law Number 11 of 2008 on Information and Transactions Electronics, namely that "that government protects the public interest from all types of disruption as a result of misuse of electronic information and transactions electronics that interfere with public order, by regulatory provisions legislation.(Karjoko, Maret, et al., 2019)

Nevertheless, simply put, the legal relationship between insiders' sale and purchase agreement is a business actor, or seller delivers goods wares to the buyer or consumers. Vice versa, with consumers or buyers, submit payment by they have agreed. So that if one party does not do what it is has been agreed upon, then the party has committed a breach of promise or that commonly referred to as default (Miru & Yodo, 1999).

In e-commerce, transactions also involve directly or indirectly, depending on the complexity of the transaction conducted. This means whether all the buying and selling transactions are carried out online, or just a few steps are done online, either starting from a sale and purchasing transaction to payment. Buhiyanto identifies the parties involved in buying and selling transactions electronics, which consist of (Mansyur & Gultom, 2011) Seller (merchant), namely the producer or company that offers products through internet facilities. To become a merchant, then someone must register themselves as a merchant account on a bank. Of course, this means that merchants can accept payments from costumers in the form of a credit card.

Consumers (cardholders), namely, want to obtain products, goods, and services through online purchases. Consumers who will shop using internet facilities can have the status of an individual or a company. If the consumer is an individual, it is necessary to pay attention to the transaction it online is how the payment system will be, whether the payment is made in a way using a credit card or also possible payment manually (cash). It is imperative to note because remember; not all consumers will online shopping is a credit cardholder. Holder credit card is the person whose name is printed on a credit card to be issued by the issuer based in the agreement which has been made.(Jamaludin & Karjoko, 2019)

Acquirer, namely a collection intermediary (between the seller and the publisher), and payment intermediaries (between the holder and the issuer). Collection intermediaries are the parties who continue the collection to the issuer based on the invoices that go to him provided by the seller of goods and services. The intermediary payment is the bank where the credit card owner makes the credit card payment, then the bank who will receive the payment and will also send the payment money to the credit card issuer.(Erina & Yanis, 2020)

Issuers, the, ie, companies credit card which publisher cards. In Indonesia, several institutions are permitted to issuing credit cards, namely banks and non-bank financial institutions. Because not all banks can issue credit cards, the only bank that has obtained a license from Card International that can issue credit cards, such as Master and Visa Card, Certification Authorities, namely a neutral third party holding the right to issue certification to merchants, issuers, and other respect is given the cardholder.(Karjoko, Jaelani, et al., 2019) If the online buying and selling transactions are not entirely carried out online in other words, only the transaction process is done online. Simultaneously, the payment is still made manually (cash), parties acquirer, issuer, and the certification authority will not be involved in it. Apart from the parties mentioned above, other parties are involved indirectly in online buying and selling transactions, namely the delivery service (expedition).(Luthviati, Registration, & Maret, 2020)

Meanwhile, if the sale and purchase agreement is made online via joint accounts in several marketplaces, have at least 3 (three) parties, namely the buyer, seller, and the marketplace. However, the parties directly involved are the buyers, sellers, and joint accounts from the third party. Marketplace plays the role of provider of a place to bring the 2 (two) parties together and supervise in the event of things prohibited in the rules of buying and selling transactions in the marketplace.(Luthviati et al., 2020)

In buying and selling online through a joint account in a marketplace, there are 3 (three) legal relationships: the legal relationship between the seller and the buyer, the legal relationship between the seller and the joint account. The legal relationship between the seller and the buyer results in legal consequences in the form of the seller's rights and obligations as a business actor and the rights and obligations of buyers as consumers. The legal relationship between a seller and a joint account resulted in the seller's rights and obligations as consumer and joint account rights and obligations as a business actor. Meanwhile, the buyer and joint account's legal relationship results in the rights and obligations of the buyer as business actors and the rights and obligations of joint accounts as consumers. If the agreement regarding the use of joint account services will be used to ensure the security of transaction the parties have achieved,

then there are several legal events or an agreement that happened.(Karjoko, Maret, et al., 2019)

The legal event has legal consequences if one party does not make promises as agreed in an agreement. The parties' promise is an achievement or an obligation that must be fulfilled by the parties involved in that agreement. Promises or achievements agreed upon in the agreement bind the parties who enter into an agreement and binding of law. Default is implementing an obligation not on time or done inappropriately (Miru, Hukum Kontrak dan Perancangan Kontrak, 2007). Promise injury or default can be in the form of not meeting achievements at all; not perfect make achievements; late in making achievements; and do not agree.

One example of the case relates to using the joint account in trade transactions through electronic systems, namely fund detention seller performed by the service provider joint account at Shopee. They exceed the maximum limit for holding funds. Generally, the holding of the funds is a process or system in using joint account services carried out in term the maximum time is 1x24 hours for regular sellers and 7 (seven) days for Shopee mall seller. The purpose of holding these funds is if at any time the buyer who wants to claim the goods do not match the order, or there are some hidden defects of the goods he ordered, the buyer can submit a claim to the joint account Shopee and Shopee will send a warning e-mail to the seller.(Ayu & Rach, 2013) However, if the item the buyer ordered is appropriate and not there is a hidden defect, then the buyer can confirm that the order received by opening the incoming e-mail sent by Shopee by clicking "Order Has Been Received" so that this joint account is holding funds will immediately be forwarded to the seller and if the buyer does not confirm that "Order Has Been Received" for a maximum of 1x24 hours, the funds held in the joint account will be automatically entering the seller's account and considered that the buyer receives the goods suitably and there are no hidden defects.(Handayani, 2013)

Nevertheless, recently social media has been shocked by one of the marketplaces that there are cases of detention of funds seller, which exceeded the time limit containment. It is a course that led to the only small traders have a little capital, then the funds settle in a joint account, and the seller cannot make a capital turnover, which is usually with funds the seller can be used to shop again. In this case, the buyer orders an item from the seller after an agreement has been reached between the seller and the buyer regarding prices and payment methods. Here the buyer uses the payment method through a joint account with Shopee.(Handayani, Sulistiyono, Leonard, Gunardi, & Najicha, 2018)

Next, buyers transfer funds that have been agreed upon by the seller to a joint account. The joint account confirms the seller which contains the funds' purchaser has accepted by the joint account and to immediately make delivery of goods according to the time determined so as not to be subject to a penalty, finally the seller sends goods according to the buyer ordered through the Shopee marketplace promptly. The buyer has well received the item, and the buyer has also confirmed with Shopee pressing "Order Has Been Received." If the buyer has confirmed the joint account through the marketplace that order has been received, it usually funds the seller directly into the account seller. Even though the buyer did not confirm after a maximum of 1x24hours, then automatically grand, the seller will still go to the seller's account.(Akhmaddhian, Hartiwiningsih, & Handayani, 2017)

After 1x24 hours, the seller is waiting for the funds to be disbursed from Shopee, but these funds do not go into the seller's account. After still waiting for approximately 6 (six) hours, but the funds are not going into the account of the seller, finally, the seller filed a complaint through Shopee's customer services related to the case experienced. The customer service asked the seller to wait and complain will be resolved soon. However, after 3 (three) days the seller waiting for the funds not to be disbursed too, this causes the seller to feel disadvantaged because the seller cannot make a turnover of capital caused by the funds depositing in the Shopee joint account.(A. Kadir Jaelani, Handayani, & Isharyanto, 2019)

Based on the example of this case, the seller can do complain to the marketplace is by the complaints experienced by the seller, but if the marketplace doesn't respond for 3 (three) days work or also unable to solve the case then the next step is the seller can report the case to the Ministry Trade of the Republic of Indonesia. Ministry of Trade of the Republic of Indonesia will follow up on the case by calling or ask about the procedure to the marketplace. Usually, the marketplace has data such as the name of the seller, the hour the transaction, the method of payment, and an explanation of the obstacles for disbursement of funds.(Abdul Kadir Jaelani, Handayani, & Karjoko, 2020)

According to Government Regulation Number 80 of 2019 on Trade Through the Electronic System,

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Article 72 paragraph (1), explains that "If occurs PMSE disputes, the parties can resolve the dispute through the court or other dispute resolution mechanisms." And Article 72 paragraph (2) explained that "PMSE dispute resolution as referred to in paragraph (1) can be held electronically (online dispute resolution) accordingly with the provisions of laws and regulations."(Wibowo, 2020)

3. Conclusion

Forms of legal protection against the seller which use the Joint Account facility if it has happened defaults made by the marketplaces are found at Government Regulation Number 80 of 2019 on Trade Through the Electronic System (PMSE) to be precise Article 80 paragraph (2) which is states that the sanctions that can be given include: writing warning; include in the list of priority supervision; blacklisted; temporary blocking of PMSE services by the competent authority; and/or revocation of business license. Besides it is also regulated in Law Number 19 of 2016 on Amendments to Law Number 11 of 2008 on Information and Electronic Transactions in Article 40 paragraph (2). An article said that "The Government protects interest common of all kinds of disorders as a result of abuse disruptive electronic information and electronic transactions public order, by the provisions of laws and regulations invitation."

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