

Indonesian Legal Challenges Regarding Electronic Contracts in International Trade

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ABSTRACT

The development of technology, information, and communication at this time, especially in the field of trade requires that each country has its own legal rules to regulate cross-border trade using electronics. Every business is closely related to the agreement. In the digital era, an agreement to produce a contract between the parties does not meet but can be through an e-contract (electronic contract) to facilitate the parties in agreeing. Every activity in the digital age not only benefits from international trade transactions, but there are losses in practice as well. This is because one party can give an injury to another party from a contract that has made in the electronic contract agreement. For each country, especially, in this case, Indonesia must have its law in regulating electronic contracts in e-commerce in the world of commerce. In Indonesia, e-commerce is regulated in the Electronic Information and Transaction Law (UU ITE), but specifically electronic contracts are not governed therein. So it gives a different interpretation in the e-contract association if there is a problem in it. This research aims to provide input to the executive agency represented by the Ministry of Trade and the legislative body represented by the Parliament to be able to make specific laws concerning electronic contracts in the field of trade. The instrument used in this research is interviews with relevant agencies such as the Ministry of Trade and the Ministry of Communication and Information. A case can be taken at the Jakarta District Court relating to the loss of one party due to an electronic contract that has entered into the realm of law.

Keywords: *e-commerce, electronic contracts, international trade law*

1. INTRODUCTION

This journal aims to find out the rules about electronic contracts in International Trade. The focus is on Indonesian state law regarding electronic contracts in the field of International Trade. This is useful for improving existing rules regarding electronic agreements, where each country generally has different regulations. But the electronic contract rules involve rules that will be agreed by each member country in the field of international trade. This journal analyzes the legal state of electronic contracts in International Trade. Which is part of the law and the rules and see the extent of similarities that have been applied in international law. Critical analysis of information obtained through searching for previous journals, interviewing interviewees, looking at international rules, books, and other supporting references. This method is used to ensure the feasibility of information, in this case, consistent information that is regulated by contemporary laws in each country relating to e-commerce. The comparison is made by topic after topic in the search. This journal is original in value for electronic contract law in the field of International Trade. This can be the first consideration because each country has different laws regarding electronic contracts in the field of

international trade. But all the rules should be in line with the rules recommended and regulated in UNICITRAL. The value of this research is to show the extent of Indonesia's legal cohesion regarding electronic contracts in the field of International Trade with other countries that have the same rules. Previous research on this subject is limited to research relating to the rules set out in UNICITRAL. In this research, previous studies are listed along and are fully referenced as a step to analyze the situation. Based on the results of interviews with relevant agencies regarding the rules of electronic contracts in Indonesia and based on other sources that until now, there has been no definite provision regarding the rules regarding electronic contracts. This also happens to countries in the world, especially countries that carry out international trade activities.

2. BACKGROUND

The Ministry of Trade of the Republic of Indonesia encourages the independence and automatic creation of International Trade. This is important to do in Asian and African countries, including Indonesia, to maintain competitiveness in the International Trade arena. The Ministry of Trade's Expert Staff for

International Relations Dody Edward said the government must take an active role in the era of the rapidly developing digital economy to make trade more inclusive. The government also ensures Indonesia's participation in global value chains. "Modern, affordable and sustainable technology, information and communication must be reliable," Dody said in a written statement on Kompas.com, Wednesday (02/27/2019).

So that in the last decade, the development of international trade which, is included in economic activities, or business activities have developed quite rapidly. The scope of global trade is quite broad. International Trade regulates trade relations that are cross-border and cover many types. From the pure form of bartering, buying, and selling, goods, commodities (agricultural products, plantations, and the like), or services, and trade relations that are more complex. This trading activity is supported by advances in technology, information, and communication. The development of these two fields provides competitiveness for conducting trade activities between countries. The complexity of international trade relations or transactions is more or less caused by the presence of technology services (especially information technology). Thus, trade operations can take place quickly. National borders are no longer a barrier to transactions. Even with the rapid pace of technology, today's traders do not need to know or know who their trading partners are far off in other parts of the earth. This can be seen with the birth of transactions called e-commerce (Adolf Huala, 2004). Electronic commerce, or better known as e-commerce (electronic commerce) is the distribution, purchase, sale, marketing of goods and services through electronic systems such as the internet or television (tv), www, or other computer networks. E-commerce can involve electronic fund transfers, automatic data exchanges, automated inventory and management systems, and automated data collection systems.

Advances in information technology in the field of international trade certainly provide benefits for each country or party carrying out the transaction. This advantage can be obtained from electronic commerce in the area of business, namely conducting contracts, does not have to meet directly with the parties to be able to agree. This is made more accessible by the existence of e-contracts (electronic contracts) where contracts can be signed through technology media. Besides the benefits that can be obtained, indeed, there are certain losses from those who abuse the convenience of international trade through this information technology.

Developed countries such as The United Arab Emirates and Britain already have their own rules regarding electronic contracts in e-commerce. This is because one party provides a service or product, and the other party purchases a service or product, which of these two parties is a different party in conducting trade transactions which are used by electronic systems to facilitate agreements between these two parties? So that both parties do not need to meet face

to face in carrying out the trade agreement, for this reason, electronic contracts in e-commerce in international trade take into account contractual obligations in the fact that these rules can be enforced internationally (Turban et al. 2006).

Dabenhams (2006) notes that if a buyer signs an electronic contract to buy products from a buyer with installment payments, one buyer is in one country, and the seller is in another. The question arises from the electronic contract agreement, which is when one party in another country is harmed by a party in another country as a result of the electronic contract agreement and how compensation is incurred as a result of the existence of an e-commerce trade agreement through the electronic contract because it is not possible to classify as a whole the rules of law regarding e-commerce laws at the international level, because all depends on the country where the contract is binding on the parties (International Bar Association 2015).

In Indonesia, e-commerce arrangements are regulated in the Electronic Information and Transaction Law (ITE Law), whereas electronic contract arrangements in international trade transactions do not yet have laws governing them. Usually, when there are issues regarding electronic contracts in e-commerce, it will move to the Consumer Protection Act. This research was conducted to provide input to the government, especially to the Ministry of Trade to form rules in the form of laws on electronic contracts in e-commerce transactions in the world of international trade that can provide legal certainty to the parties agreeing, especially those who agreed. From Indonesia. This research is the first part discusses the background, the second part discusses related literature reviews, in part three it discusses the methodology, part four discusses the data and research results, and the fifth part, which is the conclusion.

Until now, no one has been able to legally classify the electronic contract law in e-commerce at the International level, because it still depends on the country where the party makes electronic contact. (International Bar Association 2015). Application of e-commerce terms and conditions applies that those who carry out electronic contracts, especially on the seller or the company, to consumers must be fairer. By giving responsibility and justice to the parties who use electronic contracts, a consistent approach to the law is needed that can be obtained from any sovereign country in the world.

Internationally, the OECD also emphasizes that there must be clarity that occurs in electronic contracts, especially for consumers, must have the ability to accurately assess products or services that are agreed upon when conducting electronic transactions. Matters that must be agreed upon in the occurrence of electronic contracts must meet agreed terms and conditions, especially for consumers, payment methods, duration of contracts, all costs that are regulated completely and accurately (OECD Recommendation, 2016).

2.1 Literature Review

2.1.1 Legality of Contract

The form of contract law development is the e-contract that was introduced in the UNICITRAL Model Law on Electronic Commerce in 1996. Then in 2008, with the enactment of the Information and Electronic Transaction Law (ITE Law) regarding the provisions on electronic contracts recognized in positive law. However, if observed, the UNICITRAL model law and the Information and Electronic Transactions Law (ITE Law) do not explicitly explain the form of the electronic contract itself. Giving rise to different knowledge and confusion about the understanding of electronic agreements.

In general, people think the opinion that an electronic contract is an agreement of the parties made through an electronic system (Article 1 paragraph (17) of Law No. 11 of 2008 concerning Electronic Information and Transactions or ITE Law). However, rules governing electronic contracts have not been regulated as a whole in the Electronic Information and Transaction Law (ITE Law). An electronic contract is also interpreted that an agreement is digitized by the document, scanned or made in softcopy form, which is called an electronic contract. Opinions like this are wrong opinions because electronic contracts cannot be understood. Another misconception also occurs in interpreting electronic signatures. With this, it can be concluded that an explanation of electronic contracts, types, and electronic signatures becomes essential. Plus the rules of electronic contracts in the field of international trade have not yet been regulated.

2.2.2 Lack of Legal Rules

At present, there are no laws or actions specifically relating to e-commerce activities. Most of the existing laws and regulations are considered incompatible to handle the complexity of e-commerce activities. The contract is a civil procedural law which is the result of Dutch colonialism that has been in force for 100 years (Hikmahantojuwana, 2003). The court noted the lack of law relating to cyberactivity when it had to decide on a decision charged with unfair competition in protecting consumers in 2001 (Central Jakarta District Court Decision 2001). The court is of the opinion that in Indonesia, there are no specific laws prohibiting cybersquatting as a criminal offense, the court must release the perpetrators.

However, there are several laws that recognize the development of cyberage, even though they are not explicitly designed or formulated with e-commerce. These laws are the 1999 telecommunications law, the 1999 arbitration law, and the 1995 customary law. Recently, in the absence of specific requirements relating to cyberspace activities, several government agencies have issued regulations on electronic commerce within the territory that authority. The central bank, for example, has issued rules on internet banking. The Capital Market Supervisory Agency has

issued rules regarding stripes trading. The Department of Mining and Energy has prepared provisions laws relating to business-to-business (B2B) transactions between oil companies operating in Indonesia.

2.2.3 Trust of the Parties

To gain the confidence of the parties in entering into agreements using electronic contracts in the field of International Trade must use clear rules set out in International Civil Law. International contracts are regulated in international civil law because they involve rules that are private that require two or more parties. This is so that it can provide legal certainty for parties who use agreements using electronic agreements because when agreements are carried out across countries must have different legal rules in regulating them. For this reason, there must be the right choice when there is an accident in an agreement that uses an electronic contract.

As a sovereign country, Indonesia follows the world trade organization and must also have clear and strict rules regarding agreements that use electronic contracts. This is because the agreement to use an electronic contract is new, but every country will use it. In this day and all things, are known as reducing the use of paper to preserve the earth's ecosystem or what is known as paperless. With all these things, the rule of law must be given certainty and clarity so that the parties in making agreements use electronic contracts and reduce the existence of legal disputes therein.

2.2.4 Electronic Contracts as Proof

When a conflict occurs in an arrangement using an electronic contract, the electronic agreement must be able to be used as legal and authentic evidence. For this reason, it must be known the basis for electronic arrangements to be used as legitimate and genuine evidence, especially in the field of trade. This concerns import exports which have full scope. Almost all countries that participate in international trade do not yet have clear rules regarding benchmarks of electronic contracts that can be used as valid and authentic evidence when disputes occur. Until now, the working group at UNICITRAL is still classifying electronic agreements explicitly and clearly in order to have a clear legal basis for parties who use electronic contracts.

So far, electronic contracts are only regulated in a small part in e-commerce rules, and Indonesian law is more aimed at consumer protection law. Whereas in the field of international trade in Indonesian law, there are no definite and firm rules governing it.

2.2 Analytical Framework

With the development of technology, information, and communication, trade between one country and another is easy, practical, and saves time. Almost all countries deal using e-commerce, including Indonesia. With the existence of business transactions via e-

commerce, it provides a source for the state's opinion from the tax sector because International Trade provides taxes for the country through income from import duties and exports (Teddy R.H 2018).

International trade transactions with electronic contracts using e-commerce make it easy to enter into agreements between one party and another. With the electronic contract (e-contract) makes it easy in trade transactions, especially for international trade transactions. In this case, I am making it more accessible in time, place, and cost.

Of course, with all the existing rules have a negative impact on international trade transactions using electronic contracts. Indonesia, as a sovereign country with all its legal rules, is regulated in the Act, which does not yet have its own Act regarding International Trade Transactions through e-commerce and using electronic contracts. The law on e-commerce and consumer protection relating to electronic agreements is regulated in Act 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions further stipulated in Government Regulation of the Republic of Indonesia Number 82 of 2012 About Organizing Systems and Electronic Transactions. Whereas for electronic contracts in relation to the field of International Trade, they do not yet have their own regulations in the Ministry of Trade to implement if there are export and import problems using the electronic contract system. This is based on the results of discussions with the Head of Legal Affairs Section at the Ministry of Trade's CoFTRA, conveying that the rules regarding electronics relating to electronic contracts regarding organic regulations do not yet exist and do not yet apply.

This was conveyed that all over the world who participated in International Trade had not found the best solution in solving problems that occurred in the import-export sector in International Trade using the electronic contract system. All this is based, there is no clear value regarding describing the conditions if there is a problem in the electronic contract itself. The addition of each country has its own sovereignty to govern their country with their own rules that are recognized by international law. As can be seen in the Republic of Indonesia regarding the regulations dictated by the Republic of Indonesia Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Transactions and Systems which in Article 47 paragraph 2 electronic contracts are considered valid if:

- a. there is an agreement of the parties
- b. conducted by capable legal subjects or authorized representatives in accordance with statutory provisions
- c. there are certain things
- d. the object of the transaction must not be in conflict with the laws and regulations, decency, and public order

The description of this for points a and b almost all countries in the world have the same rules and are governed by an international basis while for points c and d still have an unclear picture that is governed by

an international. So that it has its own views and perspectives when problems occur due to the electronic contract, especially in the field of International Trade. Furthermore, in Article 48, paragraph 3, electronic contracts contain at least:

- a. party identity data
- b. object and specifications
- c. electronic transaction requirements
- d. price and cost
- e. procedure in case there is a cancellation by the parties
- f. provisions which give the right to the injured party to return the goods and request a replacement of the product if there is a hidden defect
- g. choice of a legal settlement of electronic transactions.

These aspects must be based on Indonesian law; not one of these points can be missed. This can cause electronic contracts to be declared invalid in the territory of the Republic of Indonesia. However, it is not guaranteed that the state regulates these points, especially in the choice of law used to settle electronic transactions using electronic contracts.

Broadly speaking, electronic contracts are only regulated in the Law of the Republic of Indonesia Number 11 the Year 2008 concerning Electronic Information which is regulated in article 18, which contains as follows:

- a. Electronic transactions as outlined in the electronic contract are binding on the parties
- b. The parties have the authority to choose the law applicable to international electronic purchases made
- c. If the parties do not exercise legal choice in international electronic transactions, the applicable law is based on the principle of international civil law
- d. The parties have the authority to set court forums, arbitration, or other institutions that are authorized to handle other alternative disputes that are authorized to handle disputes that may arise from international electronic transactions made
- e. If the parties do not make a choice of forum as referred to in point d, the determination of the authority of the court, arbitration, or other alternative dispute resolution agency authorized to handle disputes that may arise from the transaction, is based on the principle of international civil law.

The draft has been discussed together with the House of Representatives (DPR) which has been submitted to the Ministry of State Secretary for immediate release and circulation. However, until now, the Act has not been released and circulated without knowing the obstacle. The law needs to be still lacking and needs to be studied further because if there are legal consequences that occur when there are issues concerning International Trade Transactions that use electronic contracts.

In terms of organic regulations in the Ministry of Trade regarding electronic contracts more clearly and

firmly not yet in force. Rules concerning import exports using electronic agreements only apply to licenses which are regulated in the Republic of Indonesia Government Regulation Number 82 of 2012 concerning Implementation of Electronic Transactions and Systems. The cause of organic regulations regarding electronic contracts at the Ministry of Trade is not yet that there must be a technical trial involving various parties involved in it. Not only the Ministry of Trade is involved in it, but there are also the Ministry of Finance, the Ministry of Information and Communication Technology, the Ministry of State Secretary who supports organic regulations that can apply in the Ministry of Trade. For this reason, it is necessary to study in depth so that there are no pros and cons inside and no party is harmed due to the organic rules.

The initial concept of electronic contracts in e-commerce refers to UNCITRAL as the initiator. Although UNCITRAL also does not mention what an electronic agreement looks like, article 4 of UNCITRAL provides instructions, namely:

"As between parties involved in generating, sending, receiving, storing, or otherwise processing data messages, and except as otherwise provided, the provisions of chapter III may be varied by agreement."

In an agreement, the main principle is the agreement (contract). Although in policy, the form of the accords in electronic transactions is generally the same, the structure has differences. Starting from the different types, UNCITRAL regulates it as "variation by agreement."

In the concept of the agreement, the freedom to determine this agreement is part of the scope of the offer and acceptance process whose forms of difference must be accommodated by law. In the electronic contract, the type of offer and acceptance is done by using an automatic network, also known as electronic data interchange (EDI). With the new kind of offer and acceptance, the designation of variations of the agreement stipulated by UNCITRAL becomes very reasonable. If the above explanation has corresponded with the Information and Electronic Transactions Law (ITE Law), the regulation on offer and acceptance is regulated in article 8 of the Electronic Information and Transaction Law (ITE Law), which is about "delivery time" and "receipt time" electronic information. It needs to be said that the parties who want to make contracts can determine their own time provisions above. After a deal is reached, the essence of the contracts can be read by one of the parties until the agreement is finally made. In practice, electronic contracts are widely used to enter into contracts between producers and consumers and software use licensing agreements. However, in developed countries, many electronic contracts are carried out as is the case with conventional contracts.

a. Click-Wrap Agreement

In the world of information technology, electronic agreements are known as click-wrap agreements. Put, to determine a settlement in an electronic contract

when the party was receiving the offer 'clicks' on the transaction. These click-wrap agreements are usually often found when someone wants to install software, create or register a particular account (for example, e-mail or social media accounts), make an electronic purchase, and so on. Therefore, an electronics contract can be said to be an agreement between a computer user (user) in interacting with an electronics manufacturer or service provider.

With the nature of electronic contracts that seem to be compatible (facts achieved) then under certain conditions, this type of agreement can certainly be regarded as a standard clause, because it is as if the recipient is faced with the condition or taking it, or leave it. However, the party offered still has the discretion to refuse. This is usually regulated in an electronic system so that someone can even make the cancellation. By facilitating the cancellation options, usually, the 'cancel' option and the 'back' option are provided in addition to the 'next' option. With the cancellation option, the agreement offered will avoid the element of coercion.

Another thing to note in the click-wrap agreement is the placement that must be clearly seen by the recipient of the contract (user). In addition, the party offering must be able to ensure that the recipient reads the terms of the contract offered. Then the question arises, how to provide users read the deal? Systematically, the offerer must arrange the electronic system in such a way that he cannot 'click' before he reads the deal offered. This is usually regulated by 'scrolling' the dialog box that appears on the electronic system. If the party offering does not design the system as above, then the agreement made can be canceled because it violates subjective conditions.

b. Electronic Signature

Related to the erroneous understanding of digital signatures which are said to be conventional signatures digitally scanned by means of electronic agreements must refer to the formulation of article 1 number 12 of the Information and Electronic Transaction Law, namely:

"An electronic signature is a signature consisting of electronic information that is attached, associated or related to other electronic information that is used as a verification and authentication tool."

Based on the above definition, there are two keywords that need to be considered regarding electronic signatures, namely: verification and authentication. To be able to sign in the context of an electronic contract or electronic document, the signer must verify and authenticate to ensure that the electronic document bearing the signature is valid. One example of this form of authentication is, for example, by scanning fingerprints. Then, what is the form of a digital signature? Usually, the digital signature is not in the form of the name of the person signing it. The way can be in the type of a barcode or certain code that is verified using a password, PIN, fingerprint, and so on. Based on Report of Working Group IV (Electronic Commerce) on the work of its fifty-eight session (New York, 8-12 April 2019)

The draft article on the electronic contract system is regulated in section 14 of UNICITRAL which concerns the rules and laws and regulates about

2.3 Electronic signature

In response, it was explained that the words "reliable as appropriate" were needed because they aimed to provide flexibility in choosing the trust service that was most appropriate for the parties and the level of security for them to be able to transact. This has already been contained in the UNICITRAL text and has been interpreted clearly and added that to overcome the same problem in accordance with the provisions in paragraph 1 (b) (ii) of option B included in article 9, paragraph 3 of the UN Convention on the Use of Communication Electronics in Contracts International (New York, 2005), ("ECC").

Regarding electronic signatures, it has been completed in the existing UNICITRAL text. However, further rules regarding this matter have not yet been regulated. For this reason, if there are rules which are proven to be incompatible with the stated goals, they need to be reformulated

2.4 Electronic seal

Different views regarding electronic seals as separate trust services or as part of electronic signatures. It was explained that eAIDS regulations introduced a clear distinction between electronic signatures and electronic seals. Electronic signatures are used to sign, for example, to express wishes regarding information in a way that is impossible to reject, while electronic seals ensure the origin and integrity of data messages but not expressions of will. It also explains that electronic seals have been introduced to overcome challenges related to the use of electronic signatures on a large scale. Thus, the electronic seal is only used by legal entities. However, it was further explained that general business practices saw the use of hybrid methods combining electronic signatures and electronic seals.

2.5 Electronic stamp

Discussion on the automatic stamp provisions that will be included in the draft and law.

2.6 Electronic Archiving

Concerns raised with the draft article 14 (3) may not be sufficient to deal with the problem of data migration. It added that the solution might be to include data from elements of article 9 (5) of the ECC, which recognizes that in the course of data migration changes may arise in normal archiving. Further action is stated that if the opening phrase/combination of the draft article 14 (3) is given a broad interpretation, it might be considered applicable to information for law which is a compulsory content that can be negotiated like a promissory note.

There is a word a question arises about the meaning of the word "format" in subparagraph (b), and concern that this may conflict with the principle of technological neutrality by improving the format of the data being archived. In response, it was noted that article 14 (3) was based on article 10 of MLEC, which uses the term "format" but permitted the use of various formats in the process of storing data messages.

Asked whether there is a legal significance attached to the fact that the title of article 10 MLEC refers to the "storage" of data messages, while the concept of article 14 (3) is called electronic "filing." In response, it was explained that the title differences were not substantive, and only reflected the fact that MLEC was concerned with meeting legal requirements (i.e., legal requirements for storing documents), while the draft instrument under consideration was concerned with the trust services provided to fulfill these requirements (for example electronic archiving).

2.7 Electronic Registered Shipping Service

It was observed that the electronic registered shipping service did not care about the delivery method, and therefore the words "to send (electronic communication) in the concept of article 14 (4) must be replaced with for service provision. Requests are also raised whether the sender's identification may be an element of the trust service.

2.8 Website Authentication

It has been noted that website authentication services offer more than just the identification of the website owner. At the same time, note that other authentication regarding content on the website should not be confused with the authentication of the site itself. A question arises about what it means to "link" a website owner to a website, as stipulated in the concept of article 14 (5). It has been added that separate requirements for creating such links may not be necessary because links will usually be made by identifying the website owner. It is recommended that working groups may consider expanding the concept of Article 14 (5) to provide identification of physical and digital objects.

2.9 Electronic Escrow

It is said that electronic escrow services are standard and are very useful for businesses, but they also don't trust services. On the other hand, it is also said that automatic escrow services are applied to various types of digital assets and other electronic information such as payment orders and software codes. However, functional equality rules may not be suitable for automatic escrow. The Working Group asked the Secretariat to provide a definition of "electronic escrow" and examples of its use for further consideration.

It is said that the identification of physical and digital objects is of crucial importance to commerce. But in

practice, producers and owners decide how to identify purpose based on their risk assessment, and that it is not desirable to regulate it. In the same line, it is indicated that the identification of the object is, in fact, the identification of the subject who owns the purpose and is responsible for it. However, the view also states that identification of the owner of the object is not always possible, and even if potential, additional legal issues might arise. The Working Group agreed not to consider identification of objects as discrete from trust services.

Based on the results of the classification of the working group at UNICITRAL to follow up the rules on signing electronic contracts, it still needs improvement and further discussion so that certain definitive rules governing electronic contracts are folded. But this is not easy. Still, need a new study and new review of these aspects. This has been proven to date as even only being discussed in the UNICITRAL working group.

3. CONCLUSION

The rules governing electronic contracts regarding International Trade in Indonesia are still regulated in Law No. 11 of 2008 concerning Information and Electronic Transactions and Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2011 concerning Information and Electronic Transactions which only regulates a small part about the rules regarding electronic contracts and in not regulating specifically. Furthermore, it is regulated in Indonesian Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Transactions and Systems. In Government Regulations, there is no strict standard in the implementation of electronic contracts. This is not only felt by Indonesia because all countries in the world that participate in conducting International Trade do not yet have definite and clear rules governing electronic contracts. For this reason, international trade in the field of trade which concerns e-commerce, namely UNICTRAL, continues to update its rules on contracts that will become a benchmark or reference for every country that conducts International Trade, not least with Indonesia, so that they have definite legal rules that bind the parties and have sanctions. Definitive law for parties conducting trade using electronic contracts, especially for those who carry out trade in cross-country countries through international business.

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