

Electronic Commerce and Trademarks: Overview of Civil Legal Responsibilities in the Digital Age

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Abstract

This study aims to analyze electronic commerce and trademarks in terms of civil law responsibilities in the digital era. In this study, the normative juridical research method was used, namely an approach in legal research that focuses on the analysis of written legal sources, such as laws, statutory regulations, court decisions, and other legal documents. The results of the study show that electronic commerce (e-commerce) and trademarks are two aspects that have implications for civil law responsibility. First, electronic commerce is the activity of buying and selling goods and services carried out electronically via the internet or other electronic media. In this context, civil law responsibilities relate to obligations and responsibilities between parties involved in e-commerce transactions, namely as follows: 1) Contracts and Obligations; 2) Consumer Protection; 3) Product Responsibility: Second, a trademark is a symbol or sign used to differentiate the products or services of one company from another. Trademark protection is part of the civil law that protects the rights of brand owners against the use or infringement of said mark as follows: 1) Trademark Registration; 2) Trademark Infringement; 3) Brand Dispute Resolution.

I. Introduction

In the digital age, civil law responsibilities remain relevant and important. Even though digital technology has changed the way we interact and conduct transactions, the basic principles of civil law responsibility still apply to protect the rights and obligations of those involved in digital activities. An electronic contract is an agreement between parties that is created and executed electronically (Cheng, Lee, Chi, & Chen, 2018). Civil law responsibility in this case involves the validity and validity of electronic contracts, as well as the fulfillment of rights and obligations related to the contract (Darma & Jadnya, 2019). General contractual principles such as agreement, consideration, capacity and dispute resolution still apply in the context of electronic contracts (Giancaspro, 2017).

In the digital era, the collection, use and protection of personal data is an important issue (Anugerah & Indriani, 2018). Civil law responsibility involves the obligation to protect users' personal data, including complying with applicable data protection regulations and providing clear information about how personal data will be used (Tikkinen-Piri, Rohunen, & Markkula, 2018). Data security breaches, such as hacking or data theft, can cause harm to individuals or companies (Sudarwanto & Kharisma, 2022). Civil liability involves recovery of damages, such as compensation for financial or non-financial losses incurred by the breach (Phelps et al., 2021). In some jurisdictions, specific laws regarding data security breaches and reporting of breaches may apply. In electronic commerce, civil law responsibilities include the obligations of sellers and buyers to fulfill their commitments in online transactions (Sujono, Mangesti, & Suhartono, 2022). This includes promised product or service quality, payment obligations, timely delivery of goods, and dispute resolution.

In a digital environment, infringement of intellectual property rights such as copyrights, trademarks or patents can occur more easily (Kusmawan, 2014; Disemadi & Kang, 2021). Civil liability involves protecting and enforcing intellectual property rights, including lawsuits for violations of those rights (Solove & Richards, 2009). It is important to note that civil liability in the digital age can vary by jurisdiction. The laws and regulations that apply in a country can have different approaches and requirements relating to civil liability in a digital context (O'Sullivan et al., 2019). Therefore, it is important for individuals and companies to understand and comply with the legal regulations that apply in their jurisdiction related to digital activities. There are several types of electronic commerce, including:

1. **E-tailers (Electronic Retailers)**

These are businesses that sell products directly to customers via their own online platform. Well-known examples include Amazon, eBay, and Alibaba.

2. **Marketplace (Online Market)**

It is a platform that facilitates transactions between sellers and buyers. Sellers can post their products on the online marketplace and buyers can buy those items from various sellers. Examples of online marketplaces include Amazon Marketplace, eBay, and Etsy.

3. B2B (Business-to-Business)

This type of electronic commerce involves transactions between two companies. It involves selling products or services from one company to another via an online platform. Examples of B2B e-commerce include Alibaba, ThomasNet, and Global Sources.

4. C2C (Consumer-to-Consumer)

This model involves transactions between consumers. Individuals can sell their used or unwanted items to others through online platforms such as eBay, Craigslist, or Facebook Marketplace.

5. Mobile Commerce (M-Commerce)

It is a form of electronic commerce that involves transactions via mobile devices such as smartphones or tablets. M-Commerce allows customers to shop online, pay easily using payment applications, and make transactions anywhere and anytime.

Electronic commerce in Indonesia refers to the buying and selling of goods and services carried out via the internet and online platforms (Warganegara & Babolian Hendijani, 2022). This includes business transactions between sellers and buyers, both between companies (B2B) and between companies and consumers (B2C). Electronic commerce has grown rapidly in Indonesia in recent years, driven by growth in internet access, increased smartphone penetration, and changes in people's shopping behavior (Sensuse, Sipahutar, Jamra, Suryono, & Kautsarina, 2020). Some of the leading e-commerce platforms in Indonesia include:

1. *Tokopedia*

Founded in 2009, *Tokopedia* is one of the largest e-commerce platforms in Indonesia. They provide various product categories from various sellers, including household goods, electronics, fashion, food, and others.

2. *Shopee*

Shopee is a popular e-commerce platform in Indonesia and other Southeast Asian countries. They offer a variety of products from local and international sellers, as well as features such as a loyalty program, easy payments, and fast shipping.

3. *Bukalapak*

Bukalapak is an e-commerce platform that has been operating in Indonesia for a long time. They stock a wide range of product categories, including electronics, fashion, groceries, and more.

4. *Lazada*

Lazada is an e-commerce platform that was originally founded in Singapore and is now one of the leading players in Indonesia. They offer a variety of products from various categories and also provide features such as a secure payment system and responsive customer support.

Apart from e-commerce, trademarks also play an important role in the business environment in Indonesia (Fiati, Aras, Indrati, & Mani, 2021). A trademark is a symbol, logo, name or other combination used to identify and differentiate the products or services of one company from another. Trademarks provide identity and added value to products or services, and protect the legal rights of the brand owners (Sembiring, 2020).

In Indonesia, trademarks are regulated by Trademark Law no. 20 of 2016. Trademarks must be registered at the Directorate General of Intellectual Property (DJKI) which is part of the Ministry of Law and Human Rights (Riswandi, Parmitasari, Syakura, Khairandy, & Ummah, 2023). Registration of a trademark gives the owner the exclusive right to use the mark and prevents others from using a similar mark in the same class of products or services (Betlehn & Samosir, 2018). The process of registering a trademark involves filing an application, inspection and research by DGIP, as well as paying a registration fee. Once a trademark is registered, the brand owner has the responsibility to protect and defend their trademark rights, including filing lawsuits for trademark infringement.

Trademark protection is important for businesses in Indonesia because it can build consumer trust, protect business reputation, and create sustainable value in the long term (Asri, 2018). Electronic commerce has provided great benefits to both consumers and businesses. Consumers can easily compare prices and products, make purchases quickly, and gain access to products and services that were not previously available to them. On the business side, e-commerce enables companies to reach a wider market, reduce operational costs, and increase efficiency. In an effort to improve user experience and build trust, companies and governments are continuously developing new policies and technologies to address these issues. The legal aspect of e-commerce includes several legal issues related to electronic transactions. Important legal aspects of e-commerce include:

1. Electronic contracts
Contracts made electronically are legally binding. E-Commerce Law governs the requirements for the validity of electronic contracts, including the contract, offer, acceptance, and validity of digital signatures.
2. Consumer protection
E-commerce laws also apply to consumer protection in online stores. These include the obligation to provide clear product information, consumer rights to return or exchange goods, handling consumer complaints, and protecting consumer personal data.
3. Data protection
Electronic commerce involves the collection and processing of consumer personal data. Therefore, e-commerce law focuses on personal data protection, including the need to obtain clear consent prior to data collection, appropriate data protection measures, and adequate information about data usage.
4. Intellectual property rights
E-commerce law covers the protection of intellectual property rights related to electronic commerce. This includes copyrights, trademarks and patents, as well as measures to prevent intellectual property infringement in e-commerce.
5. Taxation
E-commerce also has tax implications. Electronic commerce laws regulate the obligation of companies to collect and pay sales or other taxes, especially in cross-border transactions.
6. Competition and antitrust
E-commerce laws also include competition and antitrust regulations. This refers to efforts to prevent monopolistic or anti-competitive practices that harm consumers

or competitors in the context of electronic commerce.

It is important to note that the legal aspects of e-commerce may differ from country to country as each country has different laws and regulations related to e-commerce. Therefore, it is important for e-commerce businesses to understand and comply with applicable laws in the countries where they operate or do business. However, electronic commerce also has challenges and issues that need to be addressed, such as online transaction security, trademarks, personal data protection, and logistics issues. Therefore, this study aims to analyze Electronic Commerce and Trademarks in terms of Civil Legal Responsibilities in the Digital Age.

2. Research Method

In this study, the normative juridical research method was used, namely an approach in legal research that focuses on the analysis of written legal sources, such as laws, statutory regulations, court decisions, and other legal documents (Wiratraman, 2019). This method aims to understand and interpret applicable legal norms and provide views on their implementation and effectiveness. Researchers will collect various written legal sources that are relevant to electronic commerce and trademarks in terms of civil legal responsibilities in the digital age. The data collected can be in the form of laws, government regulations, court decisions, international conventions, treaties, and various other types of legal regulations (Ahlering & Deakin, 2007). At this stage, the researcher will analyze the text and content of the legal documents that have been collected. Researchers will seek answers to research questions and seek interpretations or meanings of various legal provisions contained in the document. In the normative juridical research method, researchers will try to interpret existing legal norms and identify the legal principles that underlie these provisions (Roberts, 2011). The results of this interpretation can be used as a basis for compiling legal arguments or opinions (Ali, 2018). The normative juridical method can provide a strong view of the applicability and legal interpretation of electronic commerce and trademarks in terms of civil law responsibilities in the digital age. So that it can solve legal problems that are conceptual or theoretical.

3. Results and Discussion

Along with the development of information and communication technology, e-commerce has emerged as a technological innovation in the trade/business sector that requires internet access for its implementation (Wang & Choi, 2019). This is in line with the influence of information technology to spur the growth of a country in the world. First, information technology has increased the demand for information technology products, such as computers, modems, smartphones, laptop, and so on (Pothitou, Hanna, & Chalvatzis, 2017). Second, is to facilitate the activities of the global community, one of which is in business transactions, especially financial business in addition to other businesses (Akpan, Udoh, & Adebisi, 2022). Both of these are basically reflected in the transaction patterns offered on e-commerce platforms, which have special characteristics compared to conventional trading.

One of the fundamental differences between e-commerce and conventional

trading lies in the form of existing contracts. In e-commerce in general, existing contracts are in the form of electronic contracts (e-contracts), namely contracts/agreement made by the parties through an electronic system, where the parties do not meet each other directly (Rahmatullah, 2017). This is different from ordinary/conventional contracts in the real world (offline) which are generally made on paper and agreed by the parties directly face to face.

In contrast to conventional trade where goods can be seen physically, digital products (e-commerce) are usually traded online by two parties who transact via the internet (Gomez-Herrera, Martens, & Turlea, 2014). In fact, this e-commerce transaction can be carried out completely without the knowledge of the seller and buyer concerned (Syuhada & Gambett, 2013). Because of its digital nature, the form of goods offered in e-commerce transactions can also be identified by simply including a digital image that visually reflects the item or by specifying the specifications/explanation of the item in question. The legal aspect of e-commerce includes several legal issues related to electronic transactions. Important legal aspects of e-commerce include:

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It is important to note that the legal aspects of e-commerce may differ from

country to country as each country has different laws and regulations related to e-commerce. Therefore, it is important for e-commerce businesses to understand and comply with applicable laws in the countries where they operate or do business. There are various types of e-commerce models available in the market. The e-commerce that is commonly known in Indonesia based on the nature of the transactions is of the B2C and C2C types. Here are some e-commerce models in Indonesia (Aditya, Budi, & Munajat, 2016; Rahayu & Day, 2017; Pamungkas, Rohajawati, Fitrihanah, Nurhaida, & Wachyu, 2018):

1. E-Retail

Online shop with own website address (domain) where the seller has stock of products/services and sells them online. Example: Lazada, and Tiket.com.

2. Online Classified Ads

Is a classified ad site, where the site in question does not facilitate online transaction activities. Example: Kaskus and OLX.

3. Marketplace

The business model in which the website is concerned not only helps merchandise, but also facilitates online money transactions for online traders. Example: Blanja, *Tokopedia*, and *Bukalapak*.

And in another opinion besides the three e-commerce models there are 2 (two) other models, namely:

1. Shopping Malls

It is an e-commerce model where sellers in e-commerce are only big brands that already have a name in the local or international market. Examples are Blibli and Zalora.

2. Social Media Shop

This form of e-commerce is a form of e-commerce that exploits the potential of social media to offer merchandise. For example, Facebook, Instagram, Twitter, and others.

On several types of e-commerce sites, content on e-commerce sites is filled in by registered site users. In this type of e-commerce model, it is commonly referred to as User Generated Content (UGC) which is reflected in the market place platform. In a market place, the products sold in it are generally uploaded by users, so this market place has the nature of a C2C transaction. Although it is undeniable that platform providers also offer their own products.

The management of the e-commerce platform is carried out by a party that is also a party that provides e-commerce services (Kilay, Simamora, & Putra, 2022). In Indonesian laws and regulations, e-commerce platform providers are categorized as electronic system operators in accordance with the ITE Law (Constitution of electronic information and transaction) (Rumata & Sastrosubroto, 2017; Salim & Neltje, 2022). The author uses the term "e-commerce platform provider" to refer to this party. It is this e-commerce platform provider that determines the content or type of content available on the site. So as a site

manager, the platform provider determines what e-commerce model will be implemented on the site.

The definition of electronic system administrators who specifically manage electronic systems in e-commerce basically has not been regulated in the hierarchy of laws and regulations in Indonesia. Nevertheless, this definition can be based on the understanding of e-commerce platform providers contained in the Circular of the Minister of Communication and Information of the Republic of Indonesia Number 5 of 2016 concerning Limitations and Responsibilities of Platform Providers and Merchants Trading Through Electronic Systems (Electronic Commerce) in the Form of User Generated Content (hereinafter referred to as (Tampi, 2019), "Circular Letter (SE) of the Minister of Communication and Information regarding the Limits and Responsibilities of E-Commerce"). In Roman Numerals V Letter A number 2 it is regulated, "Platform Provider is a party, whether an individual, business fund, or legal entity providing Platform". While the definition of Platform based on number 1 of the provision is as follows, "Platform is a container in the form of applications, internet sites, and/or other internet-based content services that are used for transactions and/or trade facilities through electronic systems".

In a concept that is well-known in the community, the term that is often used to refer to goods that violate trademark rights is "counterfeit goods", with general terms used such as "KW, KW is used for counterfeit or imitation pronouns.", "replica", "grade original", "premium", and other designations that describe the quality of goods that violate the mark, or the degree of resemblance to goods with the original brand. The author also summarizes several examples of brand infringement product offerings on e-commerce sites. The offer is taken by the author from several e-commerce sites in the form of market places that the author accesses, and is immortalized in the form of screenshots below:

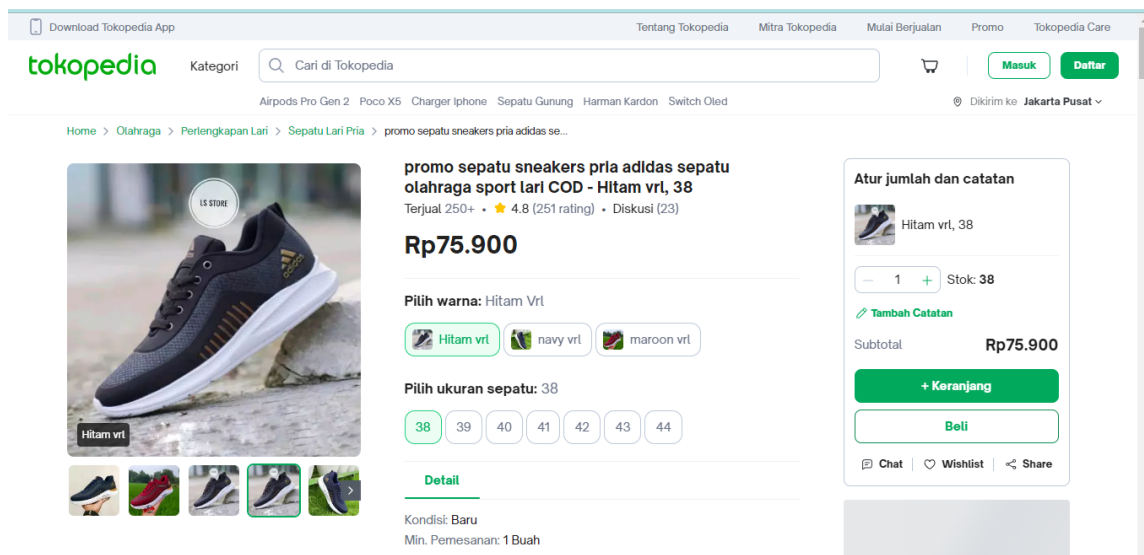


Figure 1. Screenshot of fake Adidas branded shoes on the *Tokopedia* website

The information contained in the pictures above shows that the offer made by the seller for goods resulted from trademark infringement was carried out implicitly or openly. From the pictures it can be seen, even though goods that violate the terms of the brand are offered openly by admitting that the goods are not original branded goods, these goods can still be traded on the market place platform.

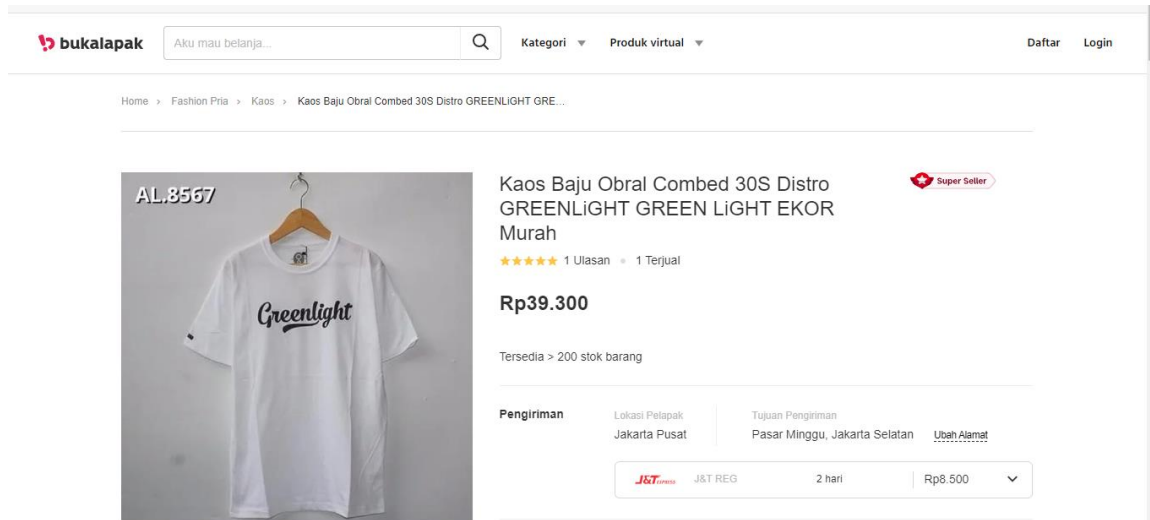


Figure 2. Screenshot of the sale of Greenlight “KW Qualified” t-shirts on the *Bukalapak* site

Control over the content of goods sites that violate the brand if recognized as genuine brands will certainly become more complex. Because it requires a mechanism to prove that the goods sold by merchants are really goods that violate the brand. And usually this is done by reporting by the user who bought the item first. The right description to explain this is as shown in Figure 2. The explanation that can be drawn from Figure 2 is as follows: T-shirts with the Greenlight brand are sold, at a relatively very cheap price, which is 39 thousand rupiah. However, from the reviews on the product, the quality of the Greenlight shirt is "decent", more specifically "pretty thin", as expressed by customers.

This Greenlight brand is actually known to be quite exclusive and advertised by the vocalist of the famous Indonesian band Noah namely, Ariel. So that in general the price of Greenlight products is expensive. Even the price of an original Greenlight branded t-shirt is usually in the range of 200 thousand rupiah. It is this content such as the product in Figure 2 that is then suspected of being a product that violates brand rights. Which because the statement does not explain the originality of the product, it is necessary to put in place a mechanism to follow up on whether or not the brand violation is true or not in the product to be followed up by the platform provider in accordance with the provisions of each platform.

Different cases occur in the products in Figure 1 and Figure 2. These goods are offered which are openly recognized as goods that violate the mark. Of course

this is with more "refined" terms such as "premium quality", "original grade goods", "KW goods", and other terms, as can be seen in the captions to the titles of the pictures. Which ultimately shows that the item is not the original product of the brand it uses. Of course, the price offered is much cheaper than the price of the original product from the related brand. Because of this, products like this are in great demand by customers.

The incidents as seen in some of the pictures above show that goods that violate the brand are still available on e-commerce sites in the form of market places. Thus, the platform provider's control of goods that violate the brand deserves attention. Because this omission is also carried out on goods that are clearly and clearly recognized as "fake" goods with terms that refer to this.

The omission by platform providers of goods that violate brand rights like this then results in losses for legitimate brand owners. The potential profit that should be obtained by the legitimate party will be reduced until the loss itself occurs as a consequence. One clear example of this is what happened to the Adidas shoe brand in Indonesia. Many companies or official distributors of Adidas shoes suffer losses due to fake Adidas shoes which are traded in e-commerce.

The explanation above represents how infringement of the mark is a form of illegal action that harms the brand owner as the rightful party (Evans & Simon, 2017). Not to mention when counterfeit goods, or counterfeit goods circulating in the community are tricked into being genuine goods from a well-known brand. This will cause losses for consumers as parties who use these products. Basically, this is an attempt to defraud or mislead the product market which harms consumers, and brand owners and licensees of officially registered marks. Moreover, with the ease of access and the potential for large e-commerce developments, infringement of marks in transactions on market place platforms can also cause large potential losses for the owners and licensees of the rightful brands.

The problem with this is that there is no confirmation of the prohibition of goods that violate the mark in the regulations that form the basis of e-commerce operations. In fact, from the pictures shown in the examples above, the offering of goods that violate the brand is also carried out openly in the description of the product specifications. In other words, there is no firm control system to prevent distribution of goods that violate the brand to platform providers. As for the ITE Law, the protection of intellectual property rights is intended for electronic information and/or documents compiled and registered as intellectual works as regulated in Article 25 of the ITE Law:

"Electronic Information and/or Electronic Documents that are compiled into intellectual works, internet sites, and the intellectual works contained therein are protected as Intellectual Property Rights based on the provisions of Laws and Regulations."

Controls for goods that violate the brand itself are contained in the Circular of the Minister of Communication and Information concerning E-Commerce Limits

and Responsibilities. These provisions regulate the prohibition of goods that violate intellectual property rights. Of course, goods that violate trademark rights are included in the goods. Products that violate intellectual property rights are included in goods/services that contain negative content. These terms and conditions are generally in the form of standard agreements. Where users cannot change the agreement clauses contained therein. And because of its standard form, the user's willingness and consent to it is absolute and cannot be changed. As a result of the law, both parties are bound by the existing agreement. Most of the terms and conditions submitted by each platform provider also contain responsibility for content uploaded by platform users.

This agreement can be used as a reference for the limitation of responsibility between platform providers and platform users. Because of course in accordance with Article 1338 of the Civil Code (*KUHPdt, Kitab Undang-Undang Hukum Perdata*) it has been regulated: "All agreements made in accordance with the law shall apply as law. for those who make it. The agreement cannot be withdrawn other than with the agreement of both parties, or for reasons determined by law...". With Article 1338 of the Civil Code, the agreements that have been agreed upon by users and platform providers apply as regulations that bind both of them (Bahreysi, 2018). Even so, with the standard agreement conditions that must be agreed upon by platform users, the burden of responsibility for items uploaded by these users is usually only borne by platform users. Like some of the agreements that the authors quote from several marketplace platform sites:

Responsibility for Content that violates Intellectual Property Rights in Tokopedia

The terms and conditions contained in the *Tokopedia* platform are quoted from the site (<https://www.Tokopedia.com/terms.pl#content>). Arrangements regarding responsibility for content that violates the brand on the *Tokopedia* platform are contained in letter J regarding Content number 6, with the following provisions:

"Users guarantee that they do not violate intellectual property rights in uploading User content to the *Tokopedia* site. Each User is hereby personally responsible for violations of intellectual property rights in uploading content on the *Tokopedia* Site."

The clause above clearly imposes responsibility for content that violates Intellectual Property Rights (IPR) solely to the user. Thus for the content of goods that violate the brand, the platform provider cannot be held liable on the basis of the agreement clauses contained in these provisions. Apart from that, in the letter U section of Compensation, it has also been stipulated:

"Users will release *Tokopedia* from claims for compensation and protect *Tokopedia* (including the Parent Company, directors and employees) from any claims or demands, including reasonable legal fees, made by third parties arising in the event that you violate this Agreement, use of the

Service *Tokopedia* that is inappropriate and/or your violation of the law or the rights of third parties."

Based on these provisions, *Tokopedia* has stated that the platform provider cannot be sued because of an error made by the platform user which results in a claim for compensation.

Responsibility for Intellectual Property Rights (IPR) in *Bukalapak*

The terms and conditions for the *Bukalapak* platform can be found on the website (<https://www.Bukalapak.com/terms>). In the Selling Goods section, the number 1 is specified:

"*Bukalapak* is fully responsible for all risks that arise in the future related to the information it makes, including, but not limited to matters relating to copyrights, brands, industrial designs, circuit layout designs, patents and/or other permits that have been stipulated for a product according to applicable law in Indonesia."

The clause above stipulates that liability for goods that infringe on the trademark on the *Bukalapak* platform is fully the responsibility of the *Bukalapak* platform user. Then the violation is also determined in the Limitation of Liability section number 2 as follows:

"*Bukalapak* is not responsible for any violations of copyrights, brands, industrial designs, circuit layout designs, patents or other personal rights attached to an item, regarding all information made by Pelapak. To report infringement of copyright, trademark, industrial design, circuit layout design, patent or other personal rights, click here..."

Accordingly, based on these provisions, if there is an item that violates the brand on the *Bukalapak* platform, the *Bukalapak* platform provider declares that it will be released from its responsibility. The two descriptions above are examples of how the agreement must be agreed upon by market place platform users as terms and conditions, emphasizing that responsibility for the sale of goods that violate the brand is solely the responsibility of the platform user. The platform provider expressly disclaims responsibility for any damages caused to it. Agreement clauses as stated in the examples above are called exoneration clauses in standard agreements.

4. Conclusion

Electronic commerce (e-commerce) and trademarks are two aspects that have implications for civil law responsibility. Let's review the two separately: first, Electronic Commerce (E-commerce). Electronic commerce is the activity of buying and selling goods and services carried out electronically via the internet or other electronic media. In this context, civil law responsibilities relate to the obligations and responsibilities between the parties involved in e-commerce transactions, namely as follows: 1) Contracts and Obligations: In e-commerce, the formation of contracts between sellers

and buyers is often carried out online, such as when a buyer agrees to terms and conditions before making a purchase. Civil law responsibilities include fulfilling contractual obligations, such as timely delivery of goods as described, correct payment, and resolution of disputes that may arise; 2) Consumer Protection: Civil law also regulates consumer rights in e-commerce, including the right to obtain clear information about products, the right to submit complaints and return goods if the product is not suitable, and other consumer protection rights; 3) Product Responsibility: In some cases, e-commerce may involve third parties selling products through certain platforms. In this case, the question of liability for defective or dangerous products may arise, and civil law will consider who is responsible for damages caused by the product. Second, Trademarks. A trademark is a symbol or sign used to differentiate the products or services of one company from another. Trademark protection is part of the civil law that protects the rights of trademark owners against the use or infringement of the mark as follows: 1) Trademark Registration: To obtain legal protection for trademarks, brand owners must register their mark with the authorized intellectual property rights office. Mark registration gives the owner the exclusive right to use the mark and prohibits other parties from using a similar mark which may cause confusion in the market; 2) Trademark infringement, civil law also regulates legal action that can be taken by the brand owner if another party commits trademark infringement, such as using a similar or identical mark without permission; 3) Brand Dispute Resolution: Civil law responsibility includes settlement of brand disputes, either through mediation, negotiation, or through court if necessary. In electronic commerce, trademarks also play an important role as a form of identification for products or services that are traded online. Trademark legal protection also applies within the scope of e-commerce to prevent misuse and counterfeiting of brands that can be detrimental to brand owners and consumers.

References

- Aditya, P. H., Budi, I., & Munajat, Q. (2016). A comparative analysis of memory-based and model-based collaborative filtering on the implementation of recommender system for E-commerce in Indonesia: A case study PT X. *2016 International Conference on Advanced Computer Science and Information Systems (ICACSIS)*, 303–308. IEEE. <https://doi.org/10.1109/ICACSIS.2016.7872755>
- Ahlering, B., & Deakin, S. (2007). Labor Regulation, Corporate Governance, and Legal Origin: A Case of Institutional Complementarity? *Law & Society Review*, 41(4), 865–908. <https://doi.org/10.1111/j.1540-5893.2007.00328.x>
- Akpan, I. J., Udoh, E. A. P., & Adebisi, B. (2022). Small business awareness and adoption of state-of-the-art technologies in emerging and developing markets, and lessons from the COVID-19 pandemic. *Journal of Small Business & Entrepreneurship*, 34(2), 123–140. <https://doi.org/10.1080/08276331.2020.1820185>
- Ali, Z. (2018). *Metode Penelitian Hukum* (1st ed.). Jakarta: Sinar Grafika Offset.

- Anugerah, D. P., & Indriani, M. (2018). Data Protection in Financial Technology Services: Indonesian Legal Perspective. *IOP Conference Series: Earth and Environmental Science*, 175, 012188. <https://doi.org/10.1088/1755-1315/175/1/012188>
- Asri, D. P. B. (2018). Pengembangan industri kreatif UMKM asal Yogyakarta melalui pendaftaran “Jogja Co-Branding.” *Kosmik Hukum*, 18(2), 1–15. <https://doi.org/http://dx.doi.org/10.30595/kosmikhukum.v18i2.3448>
- Bahreysi, B. (2018). Perlindungan Hukum Bagi Konsumen Dalam Jual Beli Secara Online. *DE LEGA LATA: Jurnal Ilmu Hukum*, 3(2), 131–142. <https://doi.org/10.30596/dll.v3i2.3157>
- Betlehn, A., & Samosir, P. O. (2018). UPAYA PERLINDUNGAN HUKUM TERHADAP MEREK INDUSTRI UMKM DI INDONESIA. *Law and Justice*, 3(1), 1–11. <https://doi.org/10.23917/laj.v3i1.6080>
- Cheng, J.-C., Lee, N.-Y., Chi, C., & Chen, Y.-H. (2018). Blockchain and smart contract for digital certificate. 2018 *IEEE International Conference on Applied System Invention (ICASI)*, 1046–1051. IEEE. <https://doi.org/10.1109/ICASI.2018.8394455>
- Darma, I. M., & Jadnya, P. (2019). Legal Protection of Parties in Online Credit Agreement (Peer to Peer Lending) A Case Study of PT Vcard Technology Indonesia. *PADJADJARAN Jurnal Ilmu Hukum (Journal of Law)*, 06(03), 511–532. <https://doi.org/10.22304/pjih.v6n3.a5>
- Disemadi, H. S., & Kang, C. (2021). Tantangan Penegakan Hukum Hak Kekayaan Intelektual dalam Pengembangan Ekonomi Kreatif di Era Revolusi Industri 4.0. *Jurnal Komunikasi Hukum (JKH)*, 7(1), 54. <https://doi.org/10.23887/jkh.v7i1.31457>
- Evans, E. A., & Simon, P. P. (2017). Economic Analysis of Nonpatent Intellectual Property Rights and Damages Measures. In *Litigation Services Handbook* (pp. 1–57). Hoboken, NJ, USA: John Wiley & Sons, Inc. <https://doi.org/10.1002/9781119363194.ch19>
- Fiati, R., Aras, M., Indrati, I., & Mani, L. (2021). *E-Commerce Communication: A Descriptive Study on Integrated Marketing Communication in Tokopedia, Indonesia*. <https://doi.org/10.2991/aebmr.k.210305.034>
- Giancaspro, M. (2017). Is a ‘smart contract’ really a smart idea? Insights from a legal perspective. *Computer Law & Security Review*, 33(6), 825–835. <https://doi.org/10.1016/j.clsr.2017.05.007>
- Gomez-Herrera, E., Martens, B., & Turlea, G. (2014). The drivers and impediments for cross-border e-commerce in the EU. *Information Economics and Policy*, 28, 83–96. <https://doi.org/10.1016/j.infoecopol.2014.05.002>
- Kilay, A. L., Simamora, B. H., & Putra, D. P. (2022). The Influence of E-Payment and E-Commerce Services on Supply Chain Performance: Implications of Open Innovation and Solutions for the Digitalization of Micro, Small, and Medium Enterprises (MSMEs) in Indonesia. *Journal of Open Innovation: Technology, Market, and Complexity*, 8(3), 119. <https://doi.org/10.3390/joitmc8030119>
- Kusmawan, D. (2014). PERLINDUNGAN HAK CIPTA ATAS BUKU. *Perspektif*, 19(2), 137. <https://doi.org/10.30742/perspektif.v19i2.16>
- O’Sullivan, S., Nevejans, N., Allen, C., Blyth, A., Leonard, S., Pagallo, U., ... Ashrafian, H. (2019). Legal, regulatory, and ethical frameworks for development of standards in artificial intelligence (AI) and autonomous robotic surgery. *The International Journal of Medical Robotics and Computer Assisted Surgery*, 15(1), e1968. <https://doi.org/10.1002/rcs.1968>
- Pamungkas, B., Rohajawati, S., Fitrihanah, D., Nurhaida, I., & Wachyu, H. H. (2018). *Proposing a Key Model e-Commerce Towards Digital Economy for Coastal Areas in Indonesia*. https://doi.org/10.1007/978-981-10-6454-8_14
- Phelps, J., Aravind, S., Cheyne, S., Dabrowski Pedrini, I., Fajrini, R., Jones, C. A., ... Webb, E. L. (2021). Environmental liability litigation could remedy biodiversity loss. *Conservation Letters*, 14(6). <https://doi.org/10.1111/conl.12821>
- Pothitou, M., Hanna, R. F., & Chalvatzis, K. J. (2017). ICT entertainment appliances’ impact on domestic electricity consumption. *Renewable and Sustainable Energy Reviews*, 69, 843–853.

<https://doi.org/10.1016/j.rser.2016.11.100>

- Rahayu, R., & Day, J. (2017). E-commerce adoption by SMEs in developing countries: evidence from Indonesia. *Eurasian Business Review*, 7(1), 25–41. <https://doi.org/10.1007/s40821-016-0044-6>
- Rahmatullah, T. (2017). Analisis Permasalahan Hukum E-Commerce dan Pengaturannya di Indonesia. *Media Justitia Nusantara*, 7(2), 10–23. <https://doi.org/https://doi.org/10.30999/mjn.v7i2.532>
- Riswandi, B. A., Parmitasari, I., Syakura, A., Khairandy, R., & Ummah, K. (2023). Trademark Dispute of Starbucks in Indonesia: Is There A Legal Protection? *KnE Social Sciences*, 8(9), 404–414. <https://doi.org/10.18502/kss.v8i9.13353>
- Roberts, A. (2011). COMPARATIVE INTERNATIONAL LAW? THE ROLE OF NATIONAL COURTS IN CREATING AND ENFORCING INTERNATIONAL LAW. *International and Comparative Law Quarterly*, 60(1), 57–92. <https://doi.org/10.1017/S0020589310000679>
- Rumata, V. M., & Sastrosubroto, A. S. (2017). The Indonesian e-commerce governance challenges in addressing the penetration of global user generated commerce platforms. 2017 *International Conference on Computer, Control, Informatics and Its Applications (IC3INA)*, 7–11. IEEE. <https://doi.org/10.1109/IC3INA.2017.8251731>
- Salim, S. C., & Neltje, J. (2022). *Analysis of Legal Protection Towards Personal Data in E-Commerce*. <https://doi.org/10.2991/assehr.k.220404.101>
- Sembiring, S. (2020). Registration of Brands in the Directorate General of Intellectual Property as an Effort to Protect the Brand as Assets of the Company. *Proceedings of the International Conference on Law, Economics and Health (ICLEH 2020)*. Paris, France: Atlantis Press. <https://doi.org/10.2991/aebmr.k.200513.107>
- Sensuse, D. I., Sipahutar, R. J., Jamra, R. K., Suryono, R. R., & Kautsarina. (2020). Challenges and Recommended Solutions for Change Management in Indonesian E-Commerce. 2020 *International Conference on Information Technology Systems and Innovation (ICITSI)*, 250–255. IEEE. <https://doi.org/10.1109/ICITSI50517.2020.9264950>
- Solove, D. J., & Richards, N. M. (2009). Rethinking Free Speech and Civil Liability. *Columbia Law Review*, 109(7), 1650–1707. Retrieved from <http://www.jstor.org/stable/40380373>
- Sudarwanto, A. S., & Kharisma, D. B. B. (2022). Comparative study of personal data protection regulations in Indonesia, Hong Kong and Malaysia. *Journal of Financial Crime*, 29(4), 1443–1457. <https://doi.org/10.1108/JFC-09-2021-0193>
- Sujono, I., Mangesti, Y. A., & Suhartono, S. (2022). THE SELLER'S LIABILITY DUE HIDDEN DEFECTIVE PRODUCTS IN THE ONLINE SELLING AND BUYING TRANSACTION BASE ON UUPK. *International Journal of Law Reconstruction*, 6(2), 257. <https://doi.org/10.26532/ijlr.v6i2.21522>
- Syuhada, A. A., & Gambett, W. (2013). Online Marketplace for Indonesian Micro Small and Medium Enterprises based on Social Media. *Procedia Technology*, 11, 446–454. <https://doi.org/10.1016/j.protcy.2013.12.214>
- Tampi, M. M. (2019). MENAKAR PROGRESIVITAS TEKNOLOGI FINANSIAL (FINTECH) DALAM HUKUM BISNIS DI INDONESIA. *Era Hukum - Jurnal Ilmiah Ilmu Hukum*, 16(2). <https://doi.org/10.24912/erahukum.v16i2.4529>
- Tikkinen-Piri, C., Rohunen, A., & Markkula, J. (2018). EU General Data Protection Regulation: Changes and implications for personal data collecting companies. *Computer Law & Security Review*, 34(1), 134–153. <https://doi.org/10.1016/j.clsr.2017.05.015>
- Wang, M. L., & Choi, C. H. (2019). How information and communication technology affect international trade: a comparative analysis of BRICS countries. *Information Technology for Development*, 25(3), 455–474. <https://doi.org/10.1080/02681102.2018.1493675>
- Warganegara, D. L., & Babolian Hendijani, R. (2022). Factors That Drive Actual Purchasing of Groceries through E-Commerce Platforms during COVID-19 in Indonesia. *Sustainability*, 14(6), 3235.

<https://doi.org/10.3390/su14063235>

Wiratraman, H. P. (2019). The Challenges of Teaching Comparative Law and Socio-Legal Studies at Indonesia's Law Schools. *Asian Journal of Comparative Law*, 14(S1), S229–S244.
<https://doi.org/10.1017/asjcl.2019.15>