

Legal Aspects of E-Commerce Agreements in Shopee Platform in The Civil Law Code (Burgerlijk Wetboek)

Seri Mughni Sulubara¹, T. Saiful Basri², Fauzan³

^{1,2,3}Department of Social and Humanities, Universitas Muhammadiyah Mahakarya Aceh, Indonesia.

Corresponding Author: Seri Mughni Sulubara

DOI: <https://doi.org/10.52403/ijrr.20230683>

ABSTRACT

The legal validity of the E-Commerce agreement in Platform Shopee is regulated in the law of engagement in Article 1320 of the Civil Code (Burgerlijk Wetboek) and regarding the reimbursement of costs, losses, and interest due to non-fulfillment of the E-Commerce agreement in Platform Shopee is regulated in Articles 1243, 1244, and 1245 of the Civil Code. The element of caution in conducting E-Commerce transactions understand the standard clauses held by business actors or sellers. Before making electronic payments, the rights and obligations of sellers and buyers must be understood because the transactions carried out by both parties are transactions in the form of (a digital electronic economy). The research method used is descriptive normative by exploring the contents of legislation and other related rules.

Keywords: *E-Commerce, Platform Shopee, Civil Code*

INTRODUCTION

Indonesia is one of the countries experiencing the impact of the rapid development of technological progress in the current era of globalization. In essence, if Indonesia as part of a developing country wants to compete in the current era of globalization, which has just entered the Era of the Industrial Revolution 5.0, people should have an awareness that can compete to accelerate technological progress to create innovative and creative Human

Resources (HR). Trade is growing rapidly at first traded with a traditional system, namely by meeting face to face with sellers and buyers, but thanks to the progress of the times traditional trade has turned into conventional trade which uses internet-based networks so that can bring together sellers and buyers directly without having to move places. In the globalization of this increasingly integrated communication (global communication network), the internet has become popular and has made the world shrink (shrinking the world) while fading the boundaries of the State along with its sovereignty and community order.

With the internet, business people no longer have difficulty obtaining any information, to support their business activities, even now tend to get the right and relevant information. This has turned the information age into the internet age. The use of the Internet in business changes from a function as a tool for electronic information exchange to a tool for business strategy applications, such as marketing, sales, and customer service. Marketing on the Internet is similar to direct marketing, where consumers are in direct contact with the seller, even if the seller is abroad.

This of course makes the relationship between consumers and sellers easier, Commerce by using the Internet, of course, provides great convenience and efficiency for those who need a means of delivery between countries. Consumers can view the

products on a computer or TV screen, access the information, and imagine whether the products are suitable for each other. Consumers can then order and pay for their choices. E-commerce is business activities involving consumers, manufacturers, service providers, and intermediaries using computer networks, namely the Internet.² E-commerce users are also of various ages, because there are many conveniences when shopping online that only open the desired e-commerce application, select the goods purchased, and the goods within a few days come as desired. However, behind the convenience of shopping online, there must also be weaknesses or disadvantages of shopping online in e-commerce.

E-Commerce is the use of the internet and the Web for business transactions; or more formally E-Commerce is defined as digitally enabled trade transactions between organizations and organizations or with individuals and between individuals and individuals. Electronic transactions are "Legal actions carried out using computers, computer networks and/or other electronic media" In this Law, it has been clearly and fundamentally explained that all legal actions related to buying and selling based on computer or network media are forms of electronic transactions.

Online or electronic payment methods are in great demand by customers in the current era because they are faster, easier, and safer. Over time, buying and selling activities can be carried out only at home with electronic payment methods. Electronic payment methods are widely found and used by e-commerce as a non-cash payment method which is one of the superior features of e-commerce. Cashless payment methods such as shopeepay, where we can buy goods at shopee and then pay using shopeepay or non-cash automatically the value of money in shopeepay decrease according to the nominal shopping. Lots of e-commerce in the modernization era such as shopee is an e-commerce that has a payment method using shopeepay.

One of the e-commerce in Indonesia is shopee. Where shopee now has many features that make it easier for consumers to shop, starting from how to pay via shopeepay, how to pay cash on delivery (COD), and many other programs and features. Shopeepay is a payment method provided by shopee to make it easier for customers to pay non-cash for items that have been selected in the shopee application. Of all these conveniences, there are also weaknesses and disadvantages that we have when we use shopeepay, namely when shopee users send goods to buyers and buyers have not clicked on orders received, the money can be disbursed or lost and not returned to shopeepay.

Shopee has a form of online agreement using digital standard clauses. Digital standard clauses are clauses that must be agreed upon by shopee users in accessing the shopee application. The digital standard clause is in the form of small writing and tends to discuss clauses in general. Many shopee users do not understand the digital standard clause because the small writing is not clear to read. So that there are many public complaints about the standard clauses made by shopee. The clause in the agreement is very important before there is an agreement from shopee users and shopee parties. The agreement should understand the clauses made by shopee, if the user does not agree with the clauses made by shopee, then shopee users cannot access and buy and sell at shopee.

Electronic commerce, which arises due to the development of digitalization, makes the boundaries between countries disappear so that the trade market is getting wider and the more difficult the law enforcement mechanism is, but trade is civil which is subject to book three of civil law related to the engagement that the engagement is a legal relationship between two legal subjects who agree to bind themselves to each other. This is a dilemma if the seller has sent the order and the consumer has not confirmed whether the money can be disbursed on shopeepay and if there is no

information the money is lost. Therefore, the author makes shopee as the object of research. The results of this research are presented in the form of a Research Draft entitled "Legal Aspects of E Commerce Agreements in Platforntm Shopee in the Civil Code (Burgerlijk Wetboek)".

LITERATURE REVIEW

The theoretical framework used in this research is the theory of legal protection. The legal theory originated from Jeremy Bentham who applied one of the principles of utilitarianism to the legal environment, namely: humans will act to obtain the greatest possible happiness and reduce suffering. Bentham further argues that lawmakers should be able to produce laws that can reflect justice for all individuals. By adhering to the principle mentioned above, the legislation should be able to provide the greatest happiness for the greatest number of people (the greatest happiness for the greatest number). So what is prioritized in Jeremy Bentham's theory is to realize the greatest happiness.

Article 1 paragraph (3) of the 1945 Constitution states that Indonesia is a state of law. As a state of law, Indonesia guarantees the legal rights of its citizens by providing legal protection, and legal protection will be a right for every citizen. Protection itself in. The Big Indonesian Dictionary comes from the word *lindung* which means to protect, prevent, defend, and fortify. There are several definitions related to legal protection according to experts. According to Satjipto Rahardjo, legal protection is an effort to protect a person's interests by allocating power to him to act in the context of his interests. According to CST Kansil, legal protection is a variety of legal efforts that must be provided by law enforcement officials to provide a sense of security, both in mind and physically from disturbances and various threats from any party.

MATERIALS & METHODS

The author uses in this research is a

normative legal research method, namely research on library materials or secondary data, consisting of primary legal materials and secondary legal materials, and tertiary legal materials. Primary legal materials are authoritative legal materials, meaning they have authority. Primary legal materials consist of laws and regulations sorted by hierarchy, which includes laws and regulations related to the problem under study, such as the Civil Code. Secondary legal materials are legal materials consisting of textbooks written by influential jurists, legal journals, and the results of recent symposia and lecture module materials related to the research topic. Tertiary legal materials are legal materials that provide guidance or explanation of primary legal materials and secondary legal materials. Materials are taken from magazines, newspapers, journals, articles, large Indonesian dictionaries, black's Law Dictionary, and the web to support information in research.

The data collection technique used in this research is library research, namely through searching documents and scientific books to obtain a theoretical basis in the form of positive legal material by the object to be studied. Data collection tools used in this research are documents or library materials. The data analysis technique used is a qualitative analysis technique, where after all the data is collected, the data is processed, analyzed, and constructed thoroughly, and systematically by explaining the relationship between various types of data. Furthermore, all data is selected and processed, then analyzed descriptively so that in addition to describing and revealing, it is hoped that it will provide solutions to the problems in this study.

RESULT

Shopee Indonesia

Shopee is an e-commerce platform headquartered in Singapore and was founded in 2009 by Forrest Li. Shoppe was first launched in 2015 and has expanded its reach to Indonesia, Vietnam, Taiwan,

Malaysia, the Philippines, and Thailand. In 2019, for the first time, shopee expanded its network outside Asia, namely in the country of Brazil. Shopee first started with a customer-to-customer (C2C) marketplace and has now begun to transition to a hybrid model of C2C and business-to-customer (B2C) since the launch of Shopee Mall which is an online shopping platform for the distribution of top brands. Shopee itself is led by Chris Feng, a former rocket internet activist who once headed zalora and lazada. Shopee Indonesia's head office is located at Pacific Century Place Tower 26th Floor Sudirman Central Business District Lot 10, Jalan Jendral Sudirman Number 52-53, Senayan, Kebayoran Baru District, South Jakarta.

Shopee is an electronic trading platform in the form of User Generated Content, which provides a stall for anyone who has the desire to sell, and opens the application in general for anyone who wants to shop online. Shopee does not sell goods, but shopee is an electronic commerce platform provider that connects buyers and sellers. Shopee opens up great opportunities for micro, small, and medium enterprises to grow.

Defaults in Shopee are divided into 2 (two) types, namely defaults on the use/provision of the application and defaults on transactions. If the default that occurs is related to if the fault lies with the app user, then shopee can prosecute the app user to take responsibility for his/her actions that have harmed shopee, or shopee can also take action to restrict the account. If the fault is in the hands of the application user, then shopee can prosecute the application used to be responsible for his actions that have harmed shopee, or shopee can also take action to limit the account. But if the fault lies with shopee's system or shopee's actions as an application provider that harm its application users, then shopee must be responsible, because shopee as a user-generated content platform must be responsible for organizing electronic

systems and managing content on the platform reliably, safely, and responsibly.

If the default that occurs is related to the transaction, then the position of responsibility is not in shopee, because shopee is only a provider of electronic commerce platforms that connect buyers and sellers. The responsible party is the seller or the buyer because the legal relationship related to the transaction is between the two parties. All risks related to the transaction are the direct responsibility of the buyer and seller.

Online buying and selling transactions on the shopee application are valid if they fulfill the four elements of the validity of an agreement according to Article 1320 of the Civil Code. The element of agreement arises when there is acceptance by the buyer of the offer made by the seller. The element of capability is doubtful because, in online buying and selling, the parties do not know who the counterparty is because they do not meet face-to-face. It does not rule out the possibility that the party who is the counterparty to the transaction is a person who is not legally capable according to the Civil Code.

Elements of an Engagement

According to Subekti, an engagement is a legal relationship between two people or two parties, based on which one party is entitled to demand something from the other party, and the other party is obliged to fulfill that demand. Based on the definition of an engagement, the elements inherent in the engagement can be drawn, namely:

a) The element of a legal relationship

The element of a legal relationship is a relationship in which there are rights on one party and obligations on the other party. The legal relationship in an engagement is a relationship that is regulated and recognized by the law itself. Legal relations and other social relations in everyday life have different meanings because legal relations also have legal consequences if there is a denial of them.

b) Element of Wealth

The element of wealth is wealth that belongs to one of the parties or the parties in an engagement. Binding is part of the law of property which is another part of the law of property known as the law of objects.

c) Elements of the Parties

Subjects in the engagement are divided into two, namely debtors and creditors. The creditor is the party who has the right to fulfill an achievement from the debtor, while the debtor is the party who must carry out an achievement. Legal relations must occur between 2 (two) or more people, the description of which is that there must be at least 1 (one) creditor and at least 1 (one) debtor.

d) Elements of Achievement

Achievement is the existence of something or a legal object that is bound to give birth to a legal relationship. Article 1234 of the Civil Code states that the forms of achievement are giving something, doing something, and not doing something.

According to the provisions of Article 1233 of the Civil Code, an obligation can arise either by agreement or by law. Looking at the provisions of this article, it can be seen that the source of the obligation is the agreement and the law:

1. Agreement

In an obligation arising from an agreement, the parties intentionally and unanimously bind themselves to each other, in which the rights and obligations of the parties arise which need to be realized. These rights and obligations are in the form of achievements. The debtor must fulfill the performance and the creditor is entitled to the performance. In an engagement arising from an agreement, both parties, namely the debtor and creditor, always act actively to realize the achievement. If one party is not active, then the achievement is difficult to realize. Achievement is the purpose of the parties agreeing. In an obligation arising from an agreement, there cannot be an agreement

that comes from only one party or what is commonly called a unilateral agreement.

2. Law

In an obligation arising by law, the rights and obligations of the parties exist, because they are determined by law. The obligation to perform accompanied by the debtor's responsibility is regulated and stipulated in law. This obligation is called a statutory obligation. In Anglo-Saxon law it is called "statutory obligation".

Forms of Engagement Between Shopee with Application Providers and Application Users

The engagement between shopee as an application provider and application users originates from an agreement. The agreement agreed by shopee as an application provider with buyers and sellers as application users is an agreement containing standard clauses. All provisions or policies in shopee are made unilaterally by shopee which are then outlined in an electronic document that is binding and must be fulfilled by all application users. The agreement on the policies in shopee between shopee and the legal relationship in this engagement is related to the use of the application, and the parties in it are shopee as an application provider with buyers and sellers as application users. The element of wealth cannot be found in this engagement. The form of achievement in this engagement is doing something and not doing something, namely provisions regarding things that must be done and must not be done. The type of engagement is an engagement to do something and not to do something.

a) The engagement between shopee as an e-commerce platform and the seller/trader
The obligation between shopee as an e-commerce platform and sellers/merchants originates from an agreement. The agreement entered into by shopee as an e-commerce platform with the seller/merchant is an agreement containing standard clauses.

All provisions or policies in shopee are made unilaterally by shopee which are then outlined in an electronic document that is binding and must be fulfilled by all application users. The agreement on the policies in shopee between shopee and the seller as an application user occurs when the seller registers a shopee account as an application user. Some regulations regulate the obligations and responsibilities of Shopee as a trading platform provider with sellers, one of which is the Minister of Communication and Information Circular Letter Number 5 of 2016. The legal relationship in this engagement is related to the terms of sale, obligations, and responsibilities of the parties. The parties in this engagement are shopee as an electronic trading platform and the seller/merchant. The element of wealth cannot be found in this engagement. The form of achievement in this engagement is doing something and not doing something, namely provisions regarding things that must be done and must not be done. The type of obligation is an obligation to do something and not to do something.

b) The obligation between the seller and the buyer

The obligation between the seller and the buyer comes from an agreement. The agreement concluded by the seller and the buyer is a sale and purchase agreement on the goods agreed upon by the parties. The legal relationship in this engagement is related to the sale and purchase transaction carried out by the two parties. The parties in this engagement are account owner A and account owner B as buyer and seller. The element of wealth can be found in this engagement, namely in the form of goods and property exchanged between buyers and sellers. The form of achievement in this engagement is to give something, namely the goods and prices agreed by the parties. The type of obligation is an obligation to give something.

c) The obligation between shopee and the delivery service

The obligation between shopee and the delivery service comes from an agreement. The agreement agreed by shopee and the delivery service is a cooperation agreement related to the delivery of goods that become the object of sale and purchase between the buyer and the seller. The legal relationship in this engagement is related to the delivery of goods. The parties in this engagement are shopee and the delivery service company. The element of wealth cannot be found in this engagement. The form of achievement in this engagement is doing something and not doing something, namely provisions regarding things that must be done and must not be done. The type of engagement is an engagement to do something and not to do something.

DISCUSSION

E-Commerce is a trade using the rapid internet network media. The Internet is a communication and information medium that can be utilized for various activities including browsing, searching for data, news, sending messages to each other, and trading. The term e-commerce emerged due to a combination of the English language, namely electronic commerce or abbreviated as e-commerce. E-commerce can be understood as a type of trade transaction of goods or services carried out through the internet media, based on the provisions of Article 1 number 10 of Law number 19 of 2016 concerning trade amending Law number 11 of 2008 stating that electronic transactions are legal acts carried out using networks and computers or electronic media. In this transaction, buying and selling must be by the above provisions which have several arrangements such as in conducting legal relations, this trade must have an agreement or contract which is also carried out electronically such as written notifications sent to email, approval to follow the agreement in the form of a check or checklist in a column or electronic

signature indicating that the legal relationship being carried out is valid.

E-Commerce has become an economic boom in the 21st century, Indonesia as one of the developing countries also enjoys the development of E-Commerce. Many people or companies start to change their business from offline to E-Commerce. Despite many predictions about the end of the internet boom, this trend has not ended and is still growing, especially for small and medium enterprises in Indonesia. Standard agreements in electronic transactions are applied because the agreement is considered practical and efficient in its use, this causes the standard agreement to eliminate the principles in the agreement so that it can eliminate the validity of the agreement itself. From the exposure of this background, it can be seen that technological advances have created several problems that cause legal uncertainty, and sustainability in the application of the law, which has been applied before the existence of computers and the internet to information technology that is developing today raises two aspects of change, namely changes in a good sense or facilitating the pattern of human life and worsening the pattern of people's lives by giving rise to a new crime system, namely cybercrime or cyber crime.

E-Commerce must be carried out with an agreement between consumers and producers. An agreement or sale and purchase transaction can be said to be legally valid if there is an agreement between the seller and the buyer. The agreement itself is regulated in the Civil Code. In Article 1313 of the Civil Code³, the definition of an agreement itself is an act by which one or more people bind themselves to one or more other people. From the formulation of the article, it can be concluded that what is meant by an agreement in the article is an agreement that gives rise to an obligation (*verbintenisscheppende overeenkomst*). The terms of the agreement in Article 1320 of the Civil Code: agreement of those who bind themselves, capacity to make an

agreement, a certain subject matter, a halal cause. The validity of an agreement is also regulated in the Civil Code. The conditions for the validity of an agreement contained in Article 1320 of the Civil Code are:

1. Consensus or agreement of both parties to bind each other
2. Proficiency in making agreements
3. A certain thing or clarity of an item
4. A lawful cause is an item that is promised not to violate the provisions of the applicable laws and regulations.

Therefore, when the two parties agree to buy and sell, they are bound by the civil agreement article, which in this case when the trade is cross-country trade, is permitted as long as it does not conflict with the provisions of laws and regulations, but the laws in Indonesia are not yet adequate regarding trade between individuals. In conducting E-Commerce, there can be disputes or disagreements between sellers and buyers. The first thing that causes a dispute is default, the basis of the agreement is an agreement between the two parties which will give rise to an achievement, namely the fulfillment of the results of the agreement if one party does not fulfill its obligations in the agreement, it will give rise to a condition called default. Regarding default, until now there has not been uniformity regarding the definition of default, but several legal figures explain the definition of default.

According to Yahya Harahap, default is the implementation of an agreement that is overdue or exceeds the specified time, giving rise to the obligation of the debtor to make compensation as a replacement for negligence in performing obligations, or with this default one of the parties has the right to cancel the agreement. According to Mariam Darus, default or breach of promise is when one of the parties, in this case, the debtor, due to fault or negligence, does not carry out what was promised, therefore the party who feels aggrieved can claim compensation for the fault of one of the

parties. Regarding compensation is regulated in the Civil Code. Article 1243 of the Civil Code states that "The replacement of costs, losses, and interest due to the non-fulfillment of an agreement, will only begin to be required, if the debtor, after being declared negligent to fulfill his obligation, continues to neglect it or if something that must be given or made, can only be given or made, can only be given or made within the time that has been exceeded. The agreement between the parties is a manifestation of the provisions contained in Article 1233 Jo. Article 1234 of the Civil Code, namely every obligation is born due to agreement or law, and every obligation is to give something, to do something, or not to do something.

Shopee has a form of online agreement using digital standard clauses. Digital standard clauses are clauses that must be agreed upon by shopee users in accessing the shopee application. The digital standard clause is in the form of small writing and tends to discuss clauses in general. Many shopee users do not understand the digital standard clause because the small writing is not clear to read. So there are many public complaints about the standard clauses made by shopee. The clause in the agreement is very important before there is an agreement between shopee users and shopee parties. The agreement should understand the clauses made by shopee, if the user does not agree with the clauses made by shopee, then shopee users cannot access and buy and sell at shopee. The first relationship that must be dissected is the agreement between shopeepay users and shopee as an electronic money storage service provider. According to Subekti, an agreement is a legal relationship between two or more people, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill that demand.

The Legality of E-Commerce Transactions on the Shopee Platform in

Review of the Civil Code (Burgerlijk Wetboek)

An agreement that is declared valid is an agreement that fulfills the four conditions contained in Article 1320 of the Civil Code, namely:

1. Agreement of Those Who Bind Themselves

An agreement always begins with an offer by a party and is followed by a response in the form of acceptance by the other party. If the offer is not responded to by the other party then there will be no agreement. Therefore, two parties are needed to create an agreement. In a direct sale and purchase agreement, the agreement can be easily recognized. Because the agreement can be directly given orally or in writing. But in the agreement, it is not given directly but through electronic media, in this case, the internet. In E-Commerce transactions, the party that provides the offer is the seller, who in this case offers his merchandise through a website that is designed to be attractive to visit. All internet users (netter) can freely enter to see the virtual store or to buy the goods they need or are interested in. If the buyer is interested in buying an item then he only needs to click on the baramg that matches his wishes. Usually, after the order arrives at the seller's place, the seller will send an e-mail or telephone to confirm the order to the consumer.

2. Capacity to Enter into an Agreement

All people are capable of agreeing unless he is declared incapable by law. Those who are incapable according to the law are those who are not yet adults (even 21 years old or those who are not 21 years old but have been married) and those who are under guardianship (crazy, dumb, dark eyes, weak mind, and spendthrift). In E-Commrce transactions, it is very difficult to determine whether the person conducting the transaction is an adult or not under guardianship, because the process of offering and receiving is not directly carried out but only through virtual media which is

prone to fraud. If it turns out that the person making the transaction is an incompetent person, the injured party can demand that the agreement be cancelled.

3. A Certain Thing

Certain things according to the law are achievements that are the subject of the agreement in question. The goods referred to in the agreement must at least be determined in type, the law does not require that the goods already exist or are not in the hands of the debtor at the time the agreement is made and the amount also does not need to be stated as long as it can then be calculated or determined. Certain goods cannot be traded in E-Commerce transactions, such as trading animals. Then there are also obstacles to buying and selling through E-Commerce. Some goods cannot be bought and sold through online agreements, such as the sale and purchase of land which requires the sale and purchase of land to be stated in a deed, namely the deed of a Land Deed Official.

4. A Halal Cause

The lawful cause is the content of the agreement and not the reason the parties agreed. The content of the agreement must be by the law and not against good morals and public order. If there is a violation of E-Commerce, a debtor must be punished in terms of reimbursement of costs and interest, because the non-fulfillment of the obligation begins to be obliged, if the debtor, even though it has been declared negligent, remains negligent, it can only be given or done in a time that exceeds the time specified (Article 1243 of the Civil Code) and is also punished to reimburse costs and interest if he cannot prove that the non-performance of the obligation or the inaccuracy of the time for performing the obligation was caused by an unforeseen event for which he cannot be held responsible, even though there was no bad faith on his part (Article 1244 of the Civil Code). There is no reimbursement of costs and losses if due to force majeure or

because of things that happen by chance, the debtor is prevented from giving or doing something that is required or doing something that is prohibited for him (Article 1245 of the Civil Code).

CONCLUSION

Regarding the legal validity of the E-Commerce agreement in Platform Shopee, it is regulated in Article 1320 of the Civil Code (Burgerlijk Wetboek) "namely the consensus or agreement of the two parties to bind themselves to each other, the ability to agree, a certain thing or clarity of an item and a halal cause is the agreed item does not violate the provisions of the applicable laws and regulations. Regarding the reimbursement of costs, losses, and interest due to non-fulfillment of the E-Commerce agreement in Platform Shopee is regulated in Articles 1243, 1244, and 1245 of the Civil Code).

Declaration by Authors

Acknowledgement: None

Source of Funding: None

Conflict of Interest: The authors declare no conflict of interest.

REFERENCES

1. Agus Yahya, Law of Agreement on the Principle of Proportionality in Commercial Contracts, Jakarta: Kencana, 2010.
2. Arsyad Sanusi, "The Effectiveness of the ITE Law in Regulating Electronic Commerce (E-Commerce)", Journal of Business Law, 29, 2010.
3. Assafa Endeshaw, E-commerce and Internet Law with a focus on Asia Pacific, Yogyakarta: Student Library, 2007.
4. Asri Sitompul, Internet Law An Introduction to Legal Issues in Cyberspace, Bandung: Citra aditya Bakti, 2001.
5. Busro, Achmad, Law of Association Based on Book III of the Civil Code, Yogyakarta: Tree of Light Publisher, 2011.
6. Dewi Irmawati, "Utilization of E-Commerce in the Business World", Scientific Journal of Business Orasi, VI, November 2011.
7. Glend Biondi, Juridical Analysis of the Validity of Agreements Through Electronic

- Mail Based on Indonesian Law, Jakarta: Neliti Media Journal, 2016.
8. Jonathan Sarwono, Online Trading: How to Do Business on the Internet, Jakarta: PT Elex Media, 2012.
 9. Latifah hanim, Legal Protection for Parties in E-commerce, Semarang: Journal of Law Reform, 2014.
 10. Nufransa Wira Sakti, E-Commerce Tax Smart Book from Registering to paying. Jakarta: Transmedia Pustaka, 2014.
 11. Riyeke Ustadiyanto, E-Commerce Framework, Yogyakarta: Andi Offset, 2002.
 12. Rizal Alif, "Perspective of E-Commerce in the Era of Free Trade Globalization in the Law of Treaties in Indonesia", International Law Journal, Vol XV, 2016.
 13. Salim HS, Contract Law and Contract Drafting Techniques, Jakarta: Sinar Grafika, 2006.
 14. Subekti, Principles of Civil Law, Jakarta: Intermasa, 1984.
 15. Soenandar, Taryana et al, Compilation of Bond Law, Bandung: PT Citra Aditya Bakti, 2016.
 16. Tugiso, Ilham. Andi Tri Haryono, and Maria M Minarsih, "The Influence of Relationship Marketing, Security, Trust and Service Quality Toward Online Shop Purchasing Decisions and Consumer Loyalty as an Intervening Variable", Journal of Management, Volume 2 No. 2. Downloaded via <http://jurnal.unpand.ac.id/index.php/MS/article/view/558>, downloaded on May 16, 2023, 2016.
 17. Zakaria, Analysis of Legal Relations and Access in Transactions Through Internet Media, Jakarta: Media Neliti, 2017.

How to cite this article: Seri Mughni Sulubara, T. Saiful Basri, Fauzan. Legal aspects of E-Commerce agreements in Shopee platform in the Civil Law code (Burgerlijk Wetboek). *International Journal of Research and Review*. 2023; 10(6): 690-699.
DOI: <https://doi.org/10.52403/ijrr.20230683>
