



Regulation of Electronic System-Based Trade in the Framework of the ASEAN Economic Community and its Implications for Indonesia

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Abstract: Electronic trading (PMSE) facilitates transactions, both nationally and internationally. This study aims to examine PMSE regulations within the scope of the ASEAN Economic Community (AEC) and their impact on consumers in Indonesia. This study employs a normative legal method with a descriptive-prescriptive approach. Data collection was conducted through literature review, while data analysis was performed descriptively. The results of the study reveal that PMSE regulations in ASEAN are governed by the ASEAN Blueprint, the ASEAN Charter, and the ASEAN Agreement on E-Commerce (AAEC). The AAEC consists of 19 articles, covering various aspects such as cooperation mechanisms and scope, facilitation of cross-border electronic commerce, cybersecurity, digital payment systems, logistics, transparency, dispute resolution, and agreement implementation. These regulations aim to strengthen cross-border trade in ASEAN, create a business environment that supports Small and Medium Enterprises (SMEs), and strengthen cooperation among member countries to accelerate inclusive economic growth and reduce disparities in the region. Regarding the impact of the ASEAN trade agreement on Indonesian consumers following the implementation of Law No. 4 of 2021, it was found that there are still other national regulations governing e-commerce, including the Electronic Information and Transactions Law (EIT Law), the Trade Law, and Government Regulation No. 82 of 2012 on the Implementation of Electronic Systems and Transactions.

Kata Kunci:

Regulasi, Perdagangan Elektronik, ASEAN, Indonesia.

Abstrak: Perdagangan Melalui Sistem Elektronik (PMSE) memberikan kemudahan dalam bertransaksi, baik di tingkat nasional maupun internasional, Penelitian ini bertujuan mengkaji regulasi PMSE dalam lingkup Masyarakat Ekonomi ASEAN (MEA) serta dampaknya terhadap konsumen di Indonesia. Penelitian ini menggunakan metode hukum normatif dengan pendekatan deskriptif preskriptif. Pengumpulan data dilakukan melalui studi kepustakaan, sedangkan analisis data dilakukan secara deskriptif. Hasil penelitian mengungkapkan bahwa, regulasi PMSE di ASEAN diatur dalam Cetak Biru ASEAN, Piagam ASEAN, dan ASEAN Agreement on E-Commerce (AAEC). AAEC terdiri dari 19 pasal, mencakup berbagai aspek seperti mekanisme dan cakupan kerja sama, fasilitasi perdagangan elektronik lintas negara, keamanan siber, sistem pembayaran digital, logistik, transparansi, penyelesaian sengketa, serta pelaksanaan perjanjian. Regulasi ini bertujuan untuk memperkuat perdagangan lintas batas di ASEAN, menciptakan lingkungan bisnis yang mendukung Usaha Kecil dan Menengah (UKM), serta mempererat kerja sama antar negara anggota guna mempercepat pertumbuhan ekonomi yang inklusif dan mengurangi kesenjangan di kawasan. Mengenai dampak perjanjian perdagangan ASEAN terhadap konsumen Indonesia setelah diberlakukannya Undang-Undang Nomor 4 Tahun 2021, ditemukan bahwa masih terdapat regulasi nasional lain yang turut mengatur perdagangan elektronik, di antaranya Undang-Undang Informasi dan Transaksi Elektronik (UU ITE), Undang-Undang Perdagangan, dan Peraturan Pemerintah Nomor 82 Tahun 2012 tentang Penyelenggaraan Sistem dan Transaksi Elektronik.

INTRODUCTION

One of the fast and rapidly developing fields of law is international trade law. Although the scope of this field of law is very broad, the complexity of international relations and transactions is at least partly due to the presence of technological services (information technology) that allow transactions to take place faster than before. Borders are no longer a barrier to trade. Commercial actors today do not need to know their product partners in far-flung parts of the world. This can be seen with the emergence of what is called trade through electronic systems.¹ Today, trade is growing at a rapid pace. This progress is not only seen in the variety of goods and services being traded, but also in the transaction methods used. One of the innovations in this development is that transactions no longer require direct interaction between sellers and buyers, but can be done online through electronic platforms.²

¹ Huala Adolf, *Hukum Perdagangan Internasional* (Jakarta: Raja Grafindo Persada, 2011).

² Setiyawan, Deni, and Noor Rahmad, "Menelaah Keabsahan Kontrak Binary Option Pada Unsur Pidana Perjudian," *Jurnal Penegakan Hukum Dan Keadilan* 51 (2024): 69–78.

E-commerce facilitates transactions, both at the national and global levels, by reducing distance barriers in trading activities. This is because e-commerce enables online product offerings, gives consumers more choices, and creates business opportunities with a wide customer base. With its characteristics, e-commerce has experienced significant growth and become one of the fastest expanding markets globally. E-commerce covers a broad spectrum of business activities, involving interactions between consumers, producers, service providers, and commercial intermediaries through the use of computer networks, particularly the Internet. Today, electronic commerce covers all aspects of commercial activities.³

Business activities in electronic system-based trading reflect the dynamics in trade practices, especially related to the transaction mechanism applied. This development is inseparable from the existence of an agreement, namely a legal relationship between two parties in which one party obtains the right to demand the fulfillment of achievements from the other party. The party with the right to demand is known as the creditor (the party providing the loan), while the party obliged to fulfill the demand is known as the debtor (the party receiving the loan). Therefore, in a trade agreement, the parties will determine and agree on their respective rights and obligations.⁴ Electronic system-based trading has distinctive characteristics, namely the occurrence of transactions between two legal subjects of sellers and buyers who exchange goods, services, or information by utilizing electronic media as the main instrument in carrying out transactions.⁵

The evolution of the trading system has accelerated along with the advancement of Science and Information Technology (IPTEK). This development was triggered by the emergence and rapid innovation in electronic media, especially the presence of the internet as the main infrastructure. The internet acts as a medium that allows the exchange of information quickly and without geographical or time limits. In addition, the internet also functions as a global network capable of integrating various computer devices with diverse operating systems and applications, thus creating a cross-border connectivity ecosystem. The impact of the internet on the global economy is very significant, which then gave rise to a new era called the digital economy. In this context, the increasing dependence of economic activities on the internet network makes electronic system-based trading a strategic instrument in supporting modern transaction mechanisms.⁶

³ Mahran, Zahra Afina, and Muhamad Hasan Sebyar, "Pengaruh Peraturan Menteri Perdagangan (PERMENDAG) Nomor 31 Tahun 2023 Terhadap Perkembangan E-Commerce Di Indonesia," *Hakim: Jurnal Ilmu Hukum Dan Sosial* 1, no. 4 (2023): 51–67.

⁴ Sitompul et al., "Online Dispute Resolution (ODR): Prospek Penyelesaian Sengketa E-Commerce Di Indonesia," *Jurnal Renaissance* 1, no. 2 (2016): 75–93.

⁵ Bahtiar and Rais Agil, "Potensi, Peran Pemerintah, Dan Tantangan Dalam Pengembangan E-Commerce Di Indonesia," *Jurnal Ekonomi Dan Kebijakan Publik* 11, no. 1 (2020): 13–25.

⁶ Syafriana and Rizka, "Perlindungan Konsumen Dalam Transaksi Elektronik," *De Lega Lata: Jurnal Ilmu Hukum* 1, no. 2 (2016): 430–47.

Rapid advances in information technology have encouraged the emergence of various new types of businesses and created wider business opportunities, where transactions are increasingly carried out electronically.⁷ This development makes it easier for every individual to carry out legal actions, such as buying and selling. However, these developments have also accelerated globalization. The process of globalization and trade liberalization has expanded the range of distribution of goods and services, so that it is no longer limited to the territorial boundaries of a country, but rather reaches a wider international market. This distribution now crosses national borders, making trade more open and not only centered on the domestic market.

Interactions and transactions in international trade are at least partly influenced by technological advances, especially information technology, which allows the transaction process to take place more quickly. Borders between countries are no longer an obstacle in conducting trade. Even with the rapid development of technology, business actors can now transact without having to know or meet directly⁸ with trading partners in various parts of the world. This phenomenon can be seen from the emergence of transactions known as electronic system-based trading.⁹

The rapid development of electronic transactions, characterized by high frequency of use, increased capacity, ease of access, and increasingly affordable internet costs, has created revolutionary changes in various sectors,¹⁰ such as communication, entertainment, and tourism. Among these various sectors, commerce is the field that has experienced the most rapid growth in internet utilization in society. Electronic commerce on the one hand provides positive benefits, especially in buying and selling activities, because the products offered can reach markets in various countries.¹¹

Importing goods into a country not only benefits consumers by expanding product availability, but can also have negative impacts. Lack of supervision from relevant authorities often results in the circulation of products that do not meet standards or contain harmful substances in the domestic market. A number of cases that have surfaced include the outbreak of mad cow disease, the circulation of cosmetic

⁷ Nora Maulana and Muhammad Syafril Nasution, "Analisis Komparatif Tingkat Kepuasan Mahasiswa Terhadap Kualitas Pelayanan BSI Perbankan Langsung Dan Mobile Banking Pada Mahasiswa IAIN Lhokseumawe Angkatan 2017," *Fair Value: Jurnal Ilmiah Akuntansi Dan Keuangan* 3, no. 2 (2021): 457–69, <http://journal.ikopin.ac.id/index.php/fairvalue/article/download/936/515>.

⁸ Nora Maulana, Ernita, and Fajriyatul Abadiyah, "Implikasi Penutupan Platform Tiktok Shop Era Disruptif: Evaluasi Konformitas Menurut Perspektif Ekonomi Syariah," *Syarah: Jurnal Hukum Islam Dan Ekonomi* 12, no. 2 (2023): 108–21, <https://doi.org/10.47766/syarah.v12i2.2049> Implikasi.

⁹ Iqbal and Mohammad, "Aspek Hukum Perlindungan Konsumen Dalam Transaksi Elektronik (E-Commerce) Menghadapi Masyarakat Ekonomi ASEAN," *Al-Adl: Jurnal Hukum* 7, no. 14 (2015).

¹⁰ Safwan et al., "Preferences for Capturing Market Share of Halal Products in the 5.0 Era Through the UTAUT-3 Model for MSMEs in Lhokseumawe City," *Al-Muamalat: Journal of Islamic Economics* 12, no. 1 (2025): 141–73, <https://doi.org/10.15575/am.v12i1.40874>.

¹¹ Paryadi and Dedy, "Pengawasan E-Commerce Dalam Undang-Undang Perdagangan dan Undang-Undang Perlindungan Konsumen," *Jurnal Hukum & Pembangunan* 48, no. 3 (2018): 651–69.

products that predominantly contain hazardous substances, and the finding of glassware products containing melamine.

In the context of electronic transactions, not a few consumers are victims of losses due to fraudulent practices carried out by business actors. In Indonesia, incidents of fraud in online commerce show a significant upward trend. This crime mode continues to evolve with increasingly complex techniques, targeting various segments of society regardless of social or economic background.¹² According to the findings of the 2024 Internet Penetration Survey released by the Indonesian Internet Service Providers Association (APJII), fraud in online transactions is expected to be the most prominent form of cybercrime throughout 2024. The increase in cases in electronic commerce, especially in cross-border transactions, emphasizes the urgency of having specific binding regulations to govern international electronic commerce. The existence of such regulations is even more crucial in the context of the ASEAN Economic Community (AEC), given that Indonesia is a member of ASEAN and has a role in strengthening economic cooperation in the region.¹³

One of the studies relevant to this study is the work of Abdul Halim Barkatullah, which discusses the dimensions of legal protection that can be provided to consumers in the context of trade transactions through cross-border electronic systems in Indonesia. The shift of business transaction models from conventional forms to digital platforms also raises new legal challenges, especially those related to the protection of consumer rights.¹⁴ Furthermore, the protection of consumer rights in transactions through cross-border electronic systems cannot be relied on one legal instrument alone, but requires a holistic, sustainable and adaptive legal framework. Given the nature of transactions through electronic systems that cross state jurisdictions, consumers need legal certainty as well as effective and accessible dispute resolution mechanisms to enforce their rights. The fundamental difference between this research and previous studies lies in the scope of the study. If the previous study focused on consumer legal protection in the context of trade transactions through electronic systems in Indonesia, then this study emphasizes the regulatory aspects of trade through electronic systems within the framework of the ASEAN Economic Community (AEC) and its legal impact.

Another research that has relevance to this topic is Sukarmi's work, highlighting the responsibility of business actors for losses suffered by consumers due to clauses in standard agreements in electronic transactions.¹⁵ This research focuses on cyber law and electronic contracts related to digital business transactions. Along with

¹² Sommaliagustina et al., "Urgensi Perlindungan Hukum Konsumen E-Commerce Dalam Perdagangan Produk Kecantikan Di Kota Padang," *Ensiklopedia of Journal* 5, no. 3 (2023): 346–53.

¹³ Sommaliagustina et al., "Perlindungan Konsumen E-Commerce Dalam Kerangka Masyarakat Ekonomi ASEAN (MEA)," *Jurnal Penelitian Dan Pengkajian Ilmiah Sosial Budaya* 1, no. 1 (2022): 149–65.

¹⁴ Abdul Halim Barkatullah, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi E-Commerce Lintas Negara Di Indonesia" (Universitas Islam Indonesia, 2006).

¹⁵ Sukarmi, *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha* (Bandung: Pustaka Sutra, 2008).

technological advances, trade activities can now be carried out electronically through digital contracts. However, in her study, Sukarmi does not specifically discuss aspects of cross-border trade, especially in the context of electronic commerce in the ASEAN Economic Community (AEC). This difference is one of the distinguishing factors between that research and this research.

RESEARCH METHOD

This research is classified as argumentative legal research, which is research based on literature studies. The argumentative approach itself focuses on analyzing various legal literature as the main source of study.¹⁶ Based on the classification of argumentative legal research, this research belongs to the type that prioritizes the statutory approach and the concept approach. The statutory approach is used to examine various legal regulations that form the basis and main focus of the research. In this case, the approach is applied to analyze legal provisions governing dispute resolution mechanisms in trade transactions through electronic systems, especially in relation to consumer protection in the ASEAN Economic Community (AEC) era and its implications for Indonesia.

Meanwhile, the conceptual approach is used to examine the concept of dispute resolution in transactions through electronic systems related to consumer protection in the ASEAN Economic Community (AEC) and its implementation in Indonesia. This approach focuses on elements that represent various phenomena in a field of study and often refers to universal concepts abstracted from various legal arguments.¹⁷

RESULTS AND DISCUSSION

Regulation of Electronic Commerce in Indonesia and the ASEAN Economic Community

The number of people who use technological devices connected to the internet network makes trading through electronic systems increasingly popular. Shopping has become a daily necessity for people. Information from the Ministry of Trade shows that the trade sector is the second largest contributor to Indonesia's economic growth, with a contribution of 12.94% in 2023. The pandemic a few years ago has accelerated the adoption of online shopping, but Indonesian consumers still maintain offline shopping habits. There is a complex interplay between online and offline retail that evolves in harmony to meet the diverse needs of consumers.¹⁸ However, shopping online has a number of advantages. One of them is that buyers do not need to come

¹⁶ Benuf, Kornelius, and Muhamad Azhar, "Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer," *Gema Keadilan* 7, no. 1 (2020): 20–33.

¹⁷ Sommaliagustina et al., "Perlindungan Konsumen E-Commerce Dalam Kerangka Masyarakat Ekonomi ASEAN (MEA)."

¹⁸ Sommaliagustina, Desi, and Yulia Fatma, "Perlindungan Hukum Terhadap Konsumen E-Commerce Dan Penyelesaian Sengketa Konsumen E-Commerce Dalam Perdagangan Produk Wanita Di Kota Pekanbaru," *Jurnal Cahaya Keadilan* 7, no. 2 (2019): 321–41.

directly or face-to-face with the seller. Simply by using technological devices such as cellphones or laptops, buyers can order goods which will then be sent directly to their homes.

The presence of trade through electronic systems makes it easier for people to meet their needs while helping sellers reach buyers who are in remote locations. E-commerce not only acts as an intermediary in transactions, but is also responsible for various processes, such as marketing, sales, delivery, and customer service. In carrying out its operations, companies rely heavily on the internet as the main element for all parties to interact more easily. In addition, the growth of internet users that continues to increase every year further supports e-commerce companies in expanding their reach and attracting more customers.¹⁹

This development started in 1994, when Indosat was established as the first commercial internet service provider in Indonesia. The growth of e-commerce in Indonesia is also influenced by several key factors. First, the rapid development of smartphones, which most people now own and use. Second, the increasing purchasing power of the Indonesian people, which continues to grow every year. Bank Indonesia (BI) noted that during the Covid-19 pandemic, the number of e-commerce transactions almost doubled. In trading through electronic systems, consumers face greater risks compared to sellers and distributors.

Along with the growth in the number of purchase transactions through electronic systems, the use of digital payments has also increased significantly. The majority of these transactions took place through Short Message Service (SMS) and mobile banking, totaling around 60 million transactions. Based on data collected, Indonesia is listed as one of the countries with the largest volume of e-commerce transactions in the Southeast Asia region, with a transaction value that reached \$ 21 billion in 2019. This figure is expected to continue to experience rapid growth until it reaches \$ 82 billion by 2025.

In the practice of trade transactions through electronic systems, the position of consumers tends to be on the more vulnerable side than business actors or service providers. In other words, the potential for violation of consumer rights in such transactions is relatively higher. This vulnerability is mainly due to the characteristics of trade transactions through electronic systems that take place without physical meetings between buyers and sellers, thus opening up space for various legal and technical issues to arise.

Juridically, Indonesia already has a legal basis for consumer protection through Law Number 8 Year 1999. However, the provisions in the regulation have not comprehensively adapted to the dynamics of advances in information technology. Although Indonesia has ratified the agreement establishing the World Trade Organization (WTO), the availability of legal instruments needed to support its implementation is still relatively limited. Nevertheless, after the ratification, there have

¹⁹ Sommaliagustina, Desi, and Fatma.

been significant developments, especially in the preparation of complementary legal instruments and the formulation of regulations that lead to integration into the global free trade system.

Indonesia has established a number of regulations governing the protection of intellectual property rights, including provisions on Copyrights, Patents, and Trademarks. In addition, the state has also passed a special legal instrument that guarantees consumer rights through Law No. 8/1999 on Consumer Protection, which is the main legal basis for consumer protection efforts at the national level.

In transactions conducted through electronic systems, consumers do not interact directly with business actors when purchasing goods or using services online. This situation creates various potential risks, including damage to goods during the delivery process, service discrepancies, goods that are not received, and the possibility of fraud. Unlike in conventional transactions, consumers do not have the opportunity to physically inspect or assess goods before purchasing. Therefore, the availability of transparent, complete, and accurate information regarding the identity and responsibilities of consumers and business actors is a crucial element in maintaining trust and legal certainty in transactions through electronic systems.

The increasing role of trade through electronic systems in the ASEAN region encourages its member countries to collaborate in formulating relevant regulations. In 2018, ASEAN agreed on the Agreement on Electronic Commerce (AAEC) as a legal framework for electronic commerce in the region. The existence of trade through electronic systems that facilitate transactions, both domestically and internationally, has narrowed the distance in trade interactions. This is driven by the ease of access offered by e-commerce, where consumers can choose various products and services online with a wide range of customers. This situation has led to e-commerce becoming one of the fastest growing sectors globally.

With the increasing interdependence among countries in the region, ASEAN recognizes the urgency of deeper regional integration of Southeast Asia. In response, the leaders of ASEAN member states agreed to implement ASEAN Vision 2025. This vision is aimed at promoting quality improvement in various strategic sectors, including human resource development, economic growth, environmental preservation, social development, technological advancement, protection of intellectual property rights, security stability, regional peace, and tourism. All these initiatives are operationalized through collaboration among member countries within the framework of the mutually beneficial ASEAN Economic Community (AEC).²⁰

In electronic commerce, the ASEAN Economic Community has regulated e-commerce through the AAEC. Indonesia ratified this agreement by issuing Law Number 4 of 2021 on the Ratification of AAEC (ASEAN Agreement on Electronic

²⁰ Wibowo, Ignatius, and Syamsul Hadi, *Merangkul Cina* (Jakarta: Gramedia Pustaka Utama, 2013).

Commerce). With the ratification, this agreement is legally binding on Indonesia, as it has been adopted into the national legal system through Law Number 4 of 2021.²¹

Based on the ASEAN Economic Community blueprint, ASEAN member states are required to design policies and build legal infrastructure that supports electronic commerce. The goal is to create a harmonized and consistent legal framework across the ASEAN region. One of the instruments used to achieve this goal is the e-ASEAN Framework Agreement, which aims to strengthen economic integration as well as increase the potential of digital trade among ASEAN member states. Here are some of the key steps identified in the e-ASEAN Framework guiding principles to facilitate and promote various initiatives:²²

1. Establishment of ASEAN information infrastructure. Create a robust information infrastructure at the regional level. This includes the development of efficient communication networks and information technology systems that can connect various ASEAN member states, thereby facilitating electronic trade transactions and interactions.
2. Growth of e-commerce in ASEAN. ASEAN governments are committed to supporting the growth of trade conducted through electronic systems, by encouraging the adoption of e-commerce technologies and platforms, ASEAN aims to increase the volume and diversity of trade in goods and services among member countries.
3. Trade liberalization in Information and Communication Technology (ICT) products, ICT services, as well as investment in the sector. To support the e-ASEAN initiative, there needs to be liberalization in trade in information and communication technology products and services. This includes the reduction of trade barriers and the opening of the ICT sector to investment, both in goods, services and ICT infrastructure that supports electronic commerce.
4. Investment in ICT product development and ICT service provision. To enhance digital competitiveness in ASEAN, it is important for member states to invest in the development of ICT products and services. This includes investments in research and development of new ICT products, as well as improving the quality and availability of ICT services across the ASEAN region.
5. E-society and reducing the digital divide. The development of a digital society or e-society is an important focus. ASEAN seeks to reduce the digital divide both within countries and between member states. This includes education and training

²¹ Sommaliagustina et al., "Perlindungan Konsumen E-Commerce Dalam Kerangka Masyarakat Ekonomi ASEAN (MEA)."

²² Ikbal and Mohammad, "Aspek Hukum Perlindungan Konsumen Dalam Transaksi Elektronik (E-Commerce) Menghadapi Masyarakat Ekonomi ASEAN."

initiatives to enhance the digital capabilities of the community, as well as efforts to ensure equitable access to digital technology across member states.

6. Use of ICT applications in government service delivery (E-government). E-government is key to improving the efficiency of public administration and services. ASEAN countries are encouraged to use information and communication technology in the delivery of government services to the people, including the use of digital systems in administration, data management, and interaction between government and citizens.

Through the implementation of these principles, ASEAN is expected to accelerate digital economic integration that can create wider business opportunities, strengthen trade between countries, and improve economic competitiveness in the region.

Implications of the ASEAN Agreement on Electronic Commerce (AAEC) for Indonesia

The ASEAN Agreement on Electronic Commerce (AAEC) has significant implications for the Southeast Asian region, not only in economic, but also social and political dimensions. In the economic aspect, AAEC is seen as a strategic instrument to accelerate the transformation to a digital economy within ASEAN. Through electronic commerce, it is expected that there will be an increase in operational efficiency, business sector productivity, and the opening of new jobs. Furthermore, AAEC also encourages the ecosystem of innovation and technology development in the e-commerce sector in the region.²³

Provisions related to electronic commerce transactions in the ASEAN region are contained in a number of key instruments, such as the ASEAN Economic Community (AEC) Blueprint 2025, the ASEAN Charter, and the ASEAN Agreement on Electronic Commerce (AAEC). The AAEC Agreement consists of 19 articles that cover various important aspects, ranging from cooperation mechanisms, cross-border electronic trade facilitation, cybersecurity, digital payment systems, logistics, transparency principles, dispute resolution mechanisms, to the implementation and evaluation of the agreement. The purpose of AAEC is to facilitate electronic trade activities between ASEAN countries, build an ecosystem that supports the growth of e-commerce, and strengthen cooperation in the use of digital technology to promote equitable and inclusive economic growth in the Southeast Asian region.²⁴

From a social perspective, AAEC is expected to expand economic and social inclusion by increasing people's access, including in remote areas, to goods and services through e-commerce. In addition, AAEC also has an important role in

²³ ASEAN Secretariat, "ASEAN Agreement on Electronic Commerce" (Jakarta, 2019), <https://asean.org/wp-content/uploads/2019/12/ASEAN-Agreement-on-E-Commerce.pdf>.

²⁴ Secretariat.

ensuring consumer protection against unfair e-commerce practices that could potentially cause harm. Meanwhile, in the political aspect, AAEC contributes to strengthening collaboration and integration among countries in the ASEAN region. The existence of this agreement is a tangible manifestation of the commitment of member countries to create an increasingly integrated region in the economic field and digital transformation. One of the tangible forms of AAEC is international agreements that serve as a means of implementing cooperation between a country and its regional partners. In addition, international agreements are also important indicators in determining a country's position in diplomacy and regulation at the bilateral level.²⁵

Regulations governing trade through electronic systems in the Southeast Asian region are contained in the ASEAN Agreement on Trade Through Electronic Systems AAEC. Based on Article 2 letter (a) of the agreement, the main objective of the ASEAN Agreement is to support the ease of implementation of cross-border PMSE in the ASEAN region. This provision confirms that one of the main objectives of the ASEAN Agreement is to encourage the growth of cross-border trade in the region.²⁶

The AAEC serves to remove various obstacles to cross-border trade, such as data flow restrictions and computing infrastructure localization obligations. With this agreement, businesses will find it easier to carry out electronic trading activities between countries. In addition, AAEC also regulates consumer protection in transactions through PMSE.²⁷ In Article 7 regarding Trade Facilities through Cross-Border Electronic Systems within the e-ASEAN Framework, there is an emphasis on consumer protection aspects in the e-commerce ecosystem. In number (3) Protection of Online Consumers, there are several important points that need attention in an effort to maintain consumer rights and security in transactions through electronic systems.

First, **the** importance of transparent and effective consumer protection measures. ASEAN Member States are expected to recognize the importance of implementing clear and effective measures in the protection of consumers who conduct online transactions (e-commerce). This includes developing policies that ensure consumers are protected from potential risks such as fraud, defective products, and non-conformity of promised products or services in online transactions. In addition, these measures should build consumer confidence in using e-commerce platforms across the ASEAN region.

Second, equal protection with conventional trade. Each ASEAN member state is expected to provide comparable or equal protection for consumers trading through electronic systems as it does for consumers participating in conventional (direct) trade.

²⁵ Firdausy and Carunia Mulya, *Memajukan Logistik Indonesia Yang Berdaya Saing* (Yogyakarta: Yayasan Pustaka Obor Indonesia, 2021).

²⁶ "Undang-Undang Nomor 4 Tahun 2021 Tentang Pengesahan Persetujuan ASEAN Mengenai Perdagangan Melalui Sistem Elektronik," n.d.

²⁷ "Undang-Undang Nomor 4 Tahun 2021 Tentang Pengesahan Persetujuan ASEAN Mengenai Perdagangan Melalui Sistem Elektronik."

This means that consumer protection provided through relevant policies, regulations, and laws in each member state should cover aspects such as the right to return goods, product quality assurance, and security of consumers' personal data.

Third, collaboration between consumer protection agencies is essential, so member states need to understand and recognize the urgency of cooperation between authorities in the field of consumer protection. This involves coordination between consumer protection-related bodies in each ASEAN country to address issues related to e-commerce, such as disputes between consumers and sellers or dispute resolution. Through effective cooperation, countries can enhance consumer protection and ensure that consumer rights are safeguarded throughout the ASEAN region, even when transactions are conducted across borders between member states.²⁸

Overall, the provisions in Article 7 aim to build a digital trade ecosystem that is safe and trustworthy for consumers in the ASEAN region. By ensuring transparent and consistent protections, it is expected that the level of consumer confidence in electronic commerce activities will increase, thereby contributing to the growth of the digital economy in the region. AAEC is designed to provide protection to consumers from various risks, including fraud and harmful e-commerce practices. This protection effort is realized through the regulation of electronic contracts, recognition of consumer rights, and dispute resolution mechanisms specifically regulated in Article 15.²⁹

In addition, Article 6 of the ASEAN Agreement affirms that each member state has a commitment to cooperate in various aspects, including online consumer protection and cybersecurity. In the e-ASEAN Framework, Article 6 entitled "Cooperation", at number (1), explicitly states that:

"ASEAN Member States shall enhance and strengthen cooperation in the area of electronic commerce (ETC) through policy coordination, information exchange, and necessary capacity building."

This article emphasizes the importance of collaboration among ASEAN member states in developing and strengthening the e-commerce sector. By enhancing this cooperation, ASEAN countries are expected to create a more efficient, secure, and profitable e-commerce ecosystem for all parties, both regionally and globally.

Although AAEC is still a new legal instrument with an ongoing implementation process, this agreement has significant potential as a catalyst for digital economic growth in the ASEAN region. At the national level, Indonesia has passed Law Number 4 of 2021 as a legal basis in supporting collaboration between business actors in the ASEAN region. This regulation aims to strengthen competitiveness and open wider market access for national businesses. Some of the implications of the implementation of this agreement for Indonesia include; 1) Increased intensity of competition in the

²⁸ "Undang-Undang Nomor 4 Tahun 2021 Tentang Pengesahan Persetujuan ASEAN Mengenai Perdagangan Melalui Sistem Elektronik."

²⁹ "Undang-Undang Nomor 4 Tahun 2021 Tentang Pengesahan Persetujuan ASEAN Mengenai Perdagangan Melalui Sistem Elektronik."

domestic market; 2) The availability of facilities for the entry of foreign investment; 3) Demand for national business actors to be more efficient and competitive; 4) The need to adjust national regulations and standards to be in line with regional commitments.³⁰

To overcome the impact of AAEC implementation and improve the competitiveness of businesses in Indonesia, the government needs to take several strategic steps, among others:³¹

1. Digital infrastructure improvement. Expanding stable and fast internet access, especially in remote areas. Develop an Information and Communication Technology (ICT) ecosystem that supports electronic commerce.
2. Strengthening regulations and policies. Adapt national regulations to ASEAN standards to avoid falling behind in competition. Ensure stronger consumer protection in transactions through cross-border electronic systems.
3. Capacity building of human resources (HR). Organize digital training for MSME players to compete in the regional market. Increase public awareness and digital literacy regarding electronic transaction security.
4. Support for MSMEs and digital startups. Provide incentives for businesses that adapt to e-commerce and expand to the ASEAN market. Improve access to financing for MSMEs that want to develop digital-based businesses.
5. International cooperation. Strengthen coordination with ASEAN countries in electronic commerce dispute resolution. Establish strategic partnerships with the private sector and global technology companies to accelerate innovation.

With these measures, Indonesia can face AAEC challenges while capitalizing on opportunities to strengthen its position in the regional digital economy. Indonesia must also improve coordination among authorized agencies to ensure that the implementation of Law No. 4 of 2021 takes place effectively and provides optimal benefits to the country. To increase competitiveness and expand market access for businesses in ASEAN. A country joins regional cooperation because of the similar characteristics, goals, and challenges faced. The results of regional cooperation carried out by countries in a region are then outlined in a binding international agreement.

CONCLUSION

The ASEAN trade agreement aims to facilitate transactions between countries in the region through electronic system trading, build an ecosystem that supports the use of trade through electronic systems, and strengthen cooperation between member countries in developing and optimizing trade through electronic systems in order to encourage inclusive economic growth and reduce economic disparities in the ASEAN region. For Indonesia, the passing of Law No. 4 of 2021 has a number of implications in regulating trade through electronic systems. In addition, there are a number of national regulations that regulate aspects of electronic commerce, such as the

³⁰ Secretariat, "ASEAN Agreement on Electronic Commerce."

³¹ "Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik (PMSE)," 2019.

Electronic Information and Transaction Law (ITE Law), the Trade Law, and Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions. Consumer protection in electronic commerce is also regulated in Law No. 8/1999 on Consumer Protection. This law has provided sufficient legal protection for businesses and consumers. In the context of transactions through electronic systems, consumer protection is still not fully accommodated in the Consumer Protection Law. This is due to the unique characteristics of PMSE transactions, especially in cross-border transactions that transcend national legal jurisdiction.

Therefore, the state should improve regulations related to transactions through cross-border electronic systems to be more in line with technological developments and internet-based digital trade. Thus, consumers in cross-border e-commerce transactions can obtain more comprehensive legal protection. In addition, to face future challenges, the state needs to consider three approaches in resolving disputes in cross-border e-commerce transactions. These approaches include harmonization of applicable regulations, application of special material law governing internet transactions, and recognition of internet jurisdiction as an independent dispute resolution mechanism.

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