



Limitation of Technical Error in Government Regulations Towards E-Commerce Trade Regarding Validity Electronic Contracts

Putu Tissya Poppy Aristiani¹, I Made Sarjana²

¹Fakulty of Law Udayana University, E-mail: tissyapoppy89@gmail.com

²Fakulty of Law Udayana University, E-mail: made_sarjana@unud.ac.id

Article Info

Received: 14th December 2022

Accepted: 14th May 2024

Published: 30th May 2024

Keywords:

Technical error; Electronic contracts; Multiple interpretations

Corresponding Author:

Putu Tissya Poppy Aristiani,
E-mail:

tissyapoppy89@gmail.com

DOI:

10.24843/JMHU.2024.v13.i01.
p06

Abstract

This study is aimed to investigate the multiple interpretations form boundaries that appears from the understanding of the phrase "technical error" in Government Regulation related to tradethrough e-commerce on the electronic contract's legitimacy and to inspect the legal protection towards business owners, system makers, and recipients of goods/services. This study utilized a normative juridical mechanism with a statutory and analytical approach. The results demonstrate that the technical error phrase in Article 57 paragraph (2) of Government Regulation No. 80 of 2019 composed the implication of default, subsequent in the electronic contract being null and void. Article 6 of Law No. 8 of 1999 includes legal protection availability towards business owners in such scheme of self-defense guarantees for when a dispute arises with consumers who had bad intentions. Article 40 of Law No. 28 of 2014 explained in detail that computer programs were one of the protected copyrighted works and it was an act of legal protection towards the makers of the systems. Towards the justice guarantees in relation to the recieved quality, legal protection towards goods/services' recipients is confined in Article 46 of Law No. 8 of 1999.

I. Introduction

The business world is growing rapidly alongside technology improvement, information, and communication. The development of the internet can be described as a breakthrough of the creation of a new world called the virtual world. The internet is a digital media that drives the world's economy into a new chapter, better known as the digital economy.¹

Digitalization incubates to many new opportunities that can be utilized to increase financial inclusion. The development of information technology related to the digital economy has changed the habits of every individual who previously used conventional

¹ M Fawzi, "Rizqa Anas, and Suatra Putrawan.", " Akibat Hukum Wanprestasi Dalam Perjanjian Jual Beli Online Berdasarkan Undang-Undang Informasi Dan Transaksi Elektronik." Kertha Semaya: Journal Ilmu Hukum 8 (n.d.): 649.

or offline tools such as “face-to-face” to execute purchasing and retailing bargain and is now slowly shifting to a new trend of transacting online via the internet.² This is due to the various benefits that can be received by business owners or consumers in transacting via the internet.

One of the benefits from the presence of online transaction is the efficiency, with the presence of it every individual can directly access sites or accounts that offer the goods or services needed to be able to choose and compare the quality and price of goods offered by these business owners. This certainly makes it very easy for consumers to acquire the best quality and price or “best deal” for goods or services offered by business owners.³ Technology has changed many aspects of business and market activity in the trading business, for example, the emergence of transaction method, also known as e-commerce or trading through electronic systems from technological advances.

The establishment of Article 1457 of the Indonesia Criminal Code provision fundamentally regulates trade activities as distribution activities, inter alia activities that connect economic activities that cause acts of business transactions that have a relationship with one another. Based on this formulation, we can know that business transaction is a form of compromise which establishes an obligation or agreement to give something, in which in this case is manifested in the form of a handover of the material sold by the seller and the referral of money by the consumer towards the retailer. Trade is generally as an intermediary to producers with consumers. Then trade can be interpreted as the auctioning goods or services between people and people or State with State. In the element of trade, of course, it does not escape the object being sold, inter alia objects or services.

System electronic commerce, also known as e-commerce, is one of the innovations in the world of commerce. E-commerce began to develop during 1955 in the former Soviet Union.⁴ The history of e-commerce will not be separated from its pioneer, namely Amazon.com as a pioneer of business transactions through the internet. E-commerce aims to form small businesses, government agencies, large corporations, and independent contractors’ network to become one community on all computer platforms. Electronic system trading is one of the products of technological advances that can facilitate economic activities in everyday life. Trade innovation in the form of e-commerce can support the world of commerce to be able to adapt along to the development of times.

Basically, the presence of online transactions is an innovation to improve the process of running the digital economy, which is certainly very easy for everyone to meet every

² Herlin Setiani and Muhammad Taufiq, “Perlindungan Konsumen Atas Barang Yang Tidak Sesuai Dengan Perjanjian Dalam Perdagangan Elektronik Dikaitkan Dengan Undang-Undang Informasi Dan Transaksi Elektronik,” *Jurnal Ilmiah Living Law* 10, no. 2 (October 30, 2018): 114, <https://doi.org/10.30997/jill.v10i2.1497>.

³ Rai Agustina Dewi and I Nyoman Suyatna, “Implementasi Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Online,” *Journal Kertha Semaya* 4, no. 2 (2016): 6.

⁴ Mahmud Akhter Shareef et al., *Proliferation of the Internet Economy: E-Commerce for Global Adoption, Resistance, and Cultural Evolution: E-Commerce for Global Adoption, Resistance, and Cultural Evolution* (Australia: Hershey PA Information Science Reference, 2009). h. 54.

need in life.⁵ Online business tradings are recognized as e-commerce and e-business, in which have different meanings. If the relationship occurs in the internal sphere within the context of business administration, the right term is e-business. If it occurs in the context of external or transactional relations of trade with consumers, then the common and appropriate term used is e-commerce. E-commerce focuses more on a trading system that is carried out electronically, meanwhile e-business is the application of information technology in the form of engineering-process as a corporate organization.⁶ The keyword that makes e-commerce different from e-business lies in the pattern of legal relations that arise between the parties involved.

Every user owes equal opportunity to contest and accomplish in performing business inside the cyberspace through e-commerce. E-commerce could be interpreted as any form of business transaction in the form of buying, selling, and marketing through electronic systems that relate towards the internet network.⁷ From the point of view of the industry of information technology, e-commerce service's actions can be applied as an application and practice of e-business in relation towards commercial transactions, such as electronic transfer of funds, electronic marketing (e-marketing), electronic data interchange (EDI), etc.⁸ According to the clarification, there is a significant difference between business transactions via the internet and business transactions directly, with via the internet (*online*) enabling consumers to be able to transact more quickly in a practical and efficient manner without going through a long and quite convoluted process, where the consumer only needs to access the internet through the account or website of a company or business actor who advertises, offers and promotes goods offered on the internet.

Many customers from digital platforms use their devices to shop online to meet their needs. The increasing trend of online shopping as well as social media is increasing. Indonesian is included as one of the countries that electronic system trading is growing rapidly in. This is supported by the fact that the e-commerce business is increasing along with the growth of internet users that reached the number of 3.773 billion out of a total of 7.476 billion people in the world. Internet users in Indonesia reached 210 million, while in percentage 77% of the total population in Indonesia are internet users.⁹ Data obtained by Digital Consumer Insights by Experian as the world's leading information services company, explained that 74% of respondents from Indonesia have made an online purchase. Based on this data, it illustrates that most Indonesians have used the internet, one of which is for e-commerce businesses.

⁵ Celina Tri Siwi, *Hukum Perlindungan Konsumen* (Jakarta: Sinar Grafika, 2011), h. 42.

⁶ Kasmi Kasmi and Adi Nurdian Candra, "Penerapan E-Commerce Berbasis Business To Consumers Untuk Meningkatkan Penjualan Produk Makanan Ringan Khas Pringsewu," *Jurnal AKTUAL* 15, no. 2 (December 13, 2017): 109-116, <https://doi.org/10.47232/aktual.v15i2.27>.

⁷ Evi Retnowulan and Regina Hermani, "Tinjauan Hukum Jual Beli Secara Online," *Jurnal Hukum* 19, no. 19 (2010): 55.

⁸ Putu Dinanda Prajna Putri and I Made Sarjana, "Pengaturan Lembaga Gadai Online Dalam Dimensi 4.0 Di Indonesia," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 9, no. 1 (May 31, 2020): 170-181, <https://doi.org/10.24843/JMHU.2020.v09.i01.p12>.

⁹ Intan Rahmayanti, "Data Terbaru! Berapa Pengguna Internet Indonesia 2022?," *Cnbc Indonesia*, 2022, <https://www.cnbcindonesia.com/tech/20220609153306-37-345740/data-terbaru-berapa-pengguna-internet-indonesia-2022>. Diakses 17 November 2022.

Indonesians who use the internet prefer to shop online to find and buy the goods or services they need. This has the potential to cause legal problems that have an impact on society, so it needs to be handled by legal experts.¹⁰ E-commerce transactions are a form of modern business of transactions without the need of “face to face” and being signed.¹¹ E-commerce is guided by all forms of commercial transactions that use processes electronically and deployment of data through electronic media.

Talking about electronic transactions implementation, owns several weaknesses in the technical system, including uncertainty in terms of product guarantees and legal guarantees set by the government. This is shown by the phenomenon that occurs in online transactions, image descriptions and product descriptions do not match the products sold, as well as various other opportunities of deceitfulness. An example of a case occurred to someone who intended to buy a smartphone at online shop “X” for IDR 2,500,000.00. However, the buyer felt deceived due to the cellphone box containing stones instead of the smartphone. This shows that electronic transactions can create uncertainty in the transaction process.

E-commerce can cause losses to some of the parties involved. If you look at the very high level of fraud in Indonesia, on average there are 25% of respondents who have experienced fraud through various e-commerce services. This is shown by the facts on the field regarding the privacy violations experienced by an Indonesian Unicorn Startup. The company experienced an internal data hack that resulted in a data leak, affecting 15 million users. The amount of data hacked recently reportedly grew to 91 million users.¹²

Obstacles and weaknesses in the implementation of electronic transactions have been overcome by enacting Law No. 7 of 2014 concerning Trade (hereinafter Law No. 7 of 2014). The regulation becomes a legal protection towards business owners in trade transactions of conventional trade and online trade.¹³ The regulation requires that every electronic system trade can fulfill general properties of trading obligations, particularly regarding information clarity either subjectively or objectively. This can provide clarity on the electronic transactions’ legality, well prior, during, and after the transaction.

There is not a few of the goods and services, business people or owners that irrespectively from a problem when offering, promoting, and advertising between businesspeople and consumers on various internet sites. The problem stems from an incompleteness of the information included by business owners/people when offering, promoting, and advertising the goods offered. It is not infrequent for business owners to only provide general information related to the goods offered.

¹⁰ Gde Manik Yogiarta, “Tanggungjawab Pelaku Usaha Terkait Dengan Jual-Beli Telepon Seluler Tanpa Garansi,” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 5, no. 1 (May 31, 2016): 93–100, <https://doi.org/10.24843/JMHU.2016.v05.i01.p09>.

¹¹ Afrilian Perdana and Mahfud Dahlan, “Penyelesaian Wanprestasi Dalam Perjanjian Jual Beli Melalui Media Elektronik,” *Jurnal Ilmu Hukum* 2, no. 1 (2014): 52–57.

¹² Andy Dwijayanto, “Experian: Sekitar 25% Konsumen Pernah Mengalami Penipuan Online,” *kontan.co.id*, 2018, <https://industri.kontan.co.id/news/experian-sekitar-25-konsumen-pernah-mengalami-penipuan-online>. Diakses 16 November 2022.

¹³ Dedy Paryadi, “Pengawasan E Commerce Dalam Undang-Undang Perdagangan Dan Undang-Undang Perlindungan Konsumen,” *Jurnal Hukum & Pembangunan* 48, no. 3 (2018): 651–669.

Referring to Article 1 number 2 of Law No. 11 of 2008 about Electronic Information and Transactions (hereinafter ITE Law), electronic transactions are explained as legal acts supported with computers, networks, and/or other electronic media. In line with this explanation, the World Trade Organization explains that e-commerce concerns all activities such as production, distribution, marketing, sales, goods or services through electronic means.

Article 9 of the ITE Law states that “business owners who offer products through electronic systems must provide complete and correct information related to the terms of the contract, manufacturer, and products offered”. This article explains the responsibility of business owners in providing actual information about their online stores, as well as information related to the inclusion of standard clauses to avoid defaults between consumers and business owners. Default is the result of non-fulfillment of obligations in an agreement.¹⁴

E-commerce transactions must be carried out clearly to avoid the cause of losses to one of the parties. Protection for consumers is explained in Article 1 number 1 of the UUPK, clarifying the insurance of legal certainty in provision of security towards consumers. The government has also passed Government Regulation Number 80 of 2019 regarding Trading Through Electronic Systems (hereinafter referred to as PP PMSE) as an effort to protect consumers. The formulation of Article 57 paragraphs (1), (2), and (3) of the PP PMSE explains the government’s efforts to give sanctions against “technical errors” that occur dalam trading through the electronic system.

The government plays an important role in carrying out the controlling function and providing legal certainty in commercial transactions (e-commerce). E-commerce is built on the structure and benefits of traditional commerce, adding to the flexibility offered by electronic networks.¹⁵ The increasingly popular use of e-commerce is becoming an option for every company, due to its fast, accurate, easy, and inexpensive access to customers. Therefore, activities carried out in the business world must be guided by the law to minimize the occurrence of disputes. The government role in e-commerce allows the acquiring of valuable information by the business community that can be applied in the process of producing and selling goods or services.

Technical errors referred to in Article 57 paragraph (1) of PP PMSE are errors or technical defects in the implementation of the system by the systems makers (developers/vendors). The system is deliberately created so that it cannot run as it should, with the aim of forcing contracts (inertia selling) or fraud to its users. This is emphasized by the existence of Article 57 paragraph (2) of PP PMSE which explains that if there is a “technical error”, the goods and/or services that have been sent are considered as a gift.

Referring to Article 57 paragraph (2) of PP PMSE with the phrase “technical error” indicated the blurring of legal norms and legal vacuum for business owners. This can be

¹⁴ Anak Agung Adi Lestari, “Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999,” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 5, no. 2 (July 31, 2016): 337-352, <https://doi.org/10.24843/JMHU.2016.v05.i02.p09>.

¹⁵ Dewa Gde Ary Wicaksana and Dewa Gde Rudy, “Perlindungan Konsumen ‘Curhat Online’ Dalam Platform Media Sosial,” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 10, no. 3 (September 30, 2021): 644-654, <https://doi.org/10.24843/JMHU.2021.v10.i03.p15>.

seen if there are business owners who commit acts against the law, then the system maker (developer/ vendor) becomes the party who bears the consequences of these actions. The recipient of the goods/ services in this case, inter alia the buyer or consumer, will be the most disadvantaged party, because in the electrical system, for the trade to be proceeded, an advance payment must be conducted for the goods to be sent. This also applies to cash on delivery (COD) system where the goods received cannot be checked first before being paid, but the transaction is carried out simultaneously because consumers will pay immediately once the goods are received.

The blurring of legal norms in the phrase “technical error” requires the existence of a legal protection that can ensnare unlawful acts, whether committed by business owners, system makers, or recipients of goods/ services. This can create legal certainty for all parties involved in trading through electronic systems. Legal certainty can minimize the occurrence of disputes that can cause losses to several parties.¹⁶ Based on the results of the presentation, this study discusses two problems, namely regarding the limitation of the explanation of “technical error” in Article 57 paragraph (2) of PP PMSE on the validity of electronic contracts and analyzing legal protection for business owners, developers or vendors, and recipients of goods/ services related to the phrase “technical error” in Article 57 paragraph (2) of PP PMSE.

State Of The Art of the studies in this study has differences when compared to previous studies. Previous study was conducted by Anak Agung Adi Lestari in 2016 concerning “*Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999*”¹⁷ in which it examines more about legal protection for consumers and debtors in transaction of motorcycle loans and the application of standard agreements in terms of Law No. 8 of 1999. In 2021 by Zarul Arifin also studied about “*Perjanjian Jual Beli Buku Pemilik Kendaraan Bermotor Tanpa Kendaraan Pada Aplikasi Facebook*”¹⁸ which mainly discuss more regarding about the validity of the BPKB sale and purchase agreement on the Facebook which is related to the principle of freedom of contract and the legal consequences of the agreement. However, the writer can conclude that the writing of this research has not found a significant similarity with the writing of scientific papers that have been studied previously, especially regarding the substance of the discussion.

Based on the explanation-explanation, it seems that there are several problems to be questioned, inter alia: 1) What are the limitations of the multiple interpretations that appear in Article 57 paragraph (2) of Government Regulation Number 80 of 2019 for “technical error” phrase, regarding the electronic contracts authenticity? and 2) How is the business owners, system builders, and recipients of goods/ services legal protection

¹⁶ B Rahmawati, I. A. Y., Yuliati, and Santoso, “Perlindungan Hukum Bagi Konsumen Atas Pencantuman Klausula Eksonerasi Dalam Bisnis Pinjam-Meminjam Uang Berbasis Teknologi Informasidi Indonesia,” *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5(2) (2020): 202-212.

¹⁷ Anak Agung Adi Lestari, “Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999,” *Jurnal Magister Hukum Udayana* 5, no. 2 (2016).

¹⁸ Tyas Yuniawati Suroto and I Made Sarjana, “Perjanjian Jual Beli Buku Pemilik Kendaraan Bermotor Tanpa Kendaraan Pada Aplikasi Facebook.,” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 9, no. 3 (2020).

regarding the “technical error” in government regulation related to trade through e-commerce ?

2. Research Methods

The utilized of method is normative legal research. Normative legal research with the approach used in writing scientific papers is the statute approach¹⁹ and the analytical approach. The statute approach is a method examining all laws by understanding the hierarchy and principles in statutory regulations.²⁰ It is said that the statute approach is in the form of legislation and regulations formed by state institutions or authorized officials and are generally binding. However, in this writing, the author analyzes the national legal instruments to find the substance of the issues to be discussed.

The object under the study consists of qualitative legal materials in primary legal and secondary legal resources. Primary legal materials are tools that are binding in this paper, such as the Indonesia Civil Code (hereinafter KUHPPerdata), UUPK, Law No. 11 of 2008, Law No. 7 of 2014 and PP PMSE. While the secondary legal materials used in this study are in the form of laws or law books, especially regarding electronic contracts, especially e-commerce.

3. Results and Discussion

3.1. Limitations of the Forms of Multiple Interpretations Appearing in the Meaning of the Phrases Technical Errors in Article 57 Paragraph (2) Government Regulation Number 80 of 2019 Against the Legitimacy of Electronic Contracts

The use of agreements or contracts is the most important thing as a means to create a legal relationship between businesses and consumers. People’s need for a fast, practical and efficient work system in the business world cause the use of standard contracts has been inevitable again. PP PMSE was issued as an implementation of trade laws aimed at increasing the protection and supervision of PMSE and the perpetrators business with the principle of good faith, prudence, transparency, trustworthiness, accountability, balance and fairness. The issuance of PP PMSE also aims to encourage business owners to assist government programs, such as increasing trade in domestic products and encouraging in increasing exports through *online*. One of the goals of national development is the democratic economic development system realization for the ability to grow and develop the world in producing suitable consumption products by the public. The legal instruments that form the basis of Indonesia’s consumer protection for

¹⁹ Luh Dita Yanti and I Gusti Agung Mas Rwa Jayantiari, “Perolehan Tanah Oleh Bank Tanah Melalui Pembelian,” *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 11, no. 2 (2022): 356.

²⁰ N D Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum: Normatif & Empiris* (Yogyakarta: Pustaka Pelajar, 2013), h. 90.

legal policies have a correlation with the theory of legal certainty and the theory of legal protection.

Referring to PP PMSE, it contains 4 phrases regarding “technical error” in trading through electronic systems, one of which is contained in Article 57 paragraph (2) PP PMSE. The phrase “technical error” in Article 57 paragraph (2) PP PMSE is defined as the result of an unsafe, unreliable, and irresponsible electronic system provided by the system maker. The explanation of a law to clarify norms in the body should not result in ambiguity of the intended norm. This is evident from the existence of legal ambiguity in the meaning of the phrase “technical error” in the explanation of Article 57 paragraph (2) PP PMSE that “if a technical error occurs, the goods/services will be provided for free”.

Errors that occur in trading through electronic systems are not solely caused by system makers (*developers/ vendors*). This rule indirectly contradicts to the principle of legal certainty, in which means a regulation is made to create a safe and peaceful atmosphere in society. Therefore, regulations regarding “technical error” in trading through electronic systems need to be considered and discussed again to not to create legal uncertainty for the public, especially business owners, system makers (*developers/ vendors*), and recipients of goods/services. This can cause losses that is not only to be felt by consumers, but also by business owners who will certainly get criticism or *complaints*.

The phrase “technical error” in Article 57 paragraph (2) PP PMSE is a form of default. Default comes from the Dutch language “wanprestatie” which is regulated in Article 1243 of the Indonesia Civil Code, which is an implementation of an obligation that is not done on time or is not carried out properly. Default in an agreement means that there is no achievement in the agreement. The achievement in question can be equated with the term implementation of a promise, while a promise that is not implemented is called a default.²¹ Defaults can occur due to coercive circumstances or *overmacht*, which makes the system run out of control.²² Default in an agreement means that the agreement cannot be implemented as it should be, whether due to intentional, negligent, or necessity due to circumstances.

Based on the explanation of the article, explicitly in the legal interpretation of the provisions of Article 57 paragraph (1) PP PMSE, inter alia the contract is null and void if the transaction has not occurred. The legal interpretation of the provisions of Article 57 paragraph (2) PP PMSE, namely that the consumer does not have to return the goods even though the contract has been deemed cancelled. This is based on the provisions of Article 57 paragraph (3) PP PMSE which explains that business owners must be fully responsible for losses due to technical errors. So that the blurring of legal norms in the meaning of “technical error” based on this interpretation, the law is only considered

²¹ Suharnoko, *Hukum Perjanjian: Teori Dan Analisa Kasus* (Jakarta: Prenada Media Group, 2004). h. 44.

²² Nova, M., Suhariningsih, and Sugiri, B., “Perlindungan Hukum Bagi Debitur Penerima Kredit Usaha Rakyat Yang Wanprestasi Karena Overmacht Pada Perjanjian Kredit Bank,” *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5, No.1 (2020): 104–109.

linguistically.²³ Laws that should be aimed as guidelines to regulate people's lives, however, are instead made into a game that can be detrimental to several parties.

The consumer does not own the same ability to impose technical measures on the *website* or to set the contract's forum choice clauses. The consumer is usually asked to confirm acceptance of the contract terms, so that the consumer contract can be processed online via the website. This is done by selecting the "Agree" button on the *web*, thus the consumer is deemed to have accepted the terms of the contract. Details of consumer orders appear when the user has confirmed or made a payment, which then the user must select the "Cek Out" button. Click cek out agreements have been considered as adaptations or updated versions of shrink agreements.²⁴ Click-wrap agreements always include a choice of forum and legal clauses. This has indirectly imposed standard terms and conditions that the consumer must accept the online.

The interpretation of the law acts as an auxiliary tool in giving meaning, purpose, or ratio to a statutory provision. The use of legal interpretation is basically caused by legal provisions which do not provide a legal solution to problems that exist in the real world. Therefore, an interpretation of the law is needed to be able to understand the real purpose of the law, and to have binding legitimacy, then this authority is handed over to the Judicial Institution.

The phrase "technical error" in Article 57 paragraph (2) PP PMSE in the formulation of the article does not provide clear limitations. Because according to legal experts when associated with the theory of agreements, the provisions of the article have several weaknesses, one of which is the vagueness of the content of the article. Where every agreement must be based on the word agreement to cause legal consequences. In addition, the theory of agreement according to Purwahid Patrik states that, an agreement is an act that occurs in accordance with the formalities of existing legal regulations depending on the conformity of the will of two or more people intended to arise the legal consequences of the interests of one party at the expense of the other party or in the interests of each party reciprocally.

Article 57 paragraph (2) PP PMSE, "goods and/or services that have been sent are considered as gifts free of charge", in an electronic transaction, an agreement is required which will later lead to an agreement. This is in line with the theory of agreement, according to Subject, a covenant is an event where one promises to another or where two people promise each other to do something, where in this event a relationship arises between the two people called an agreement, the agreement publishes an alliance between the two people who make it.

In particular, the use of this theory of legal interpretation aims to interpret the phrase "technical error" to resolve conditions of blurring of norms resulted from the ambiguity regarding the formulation of the category of "technical error". The use of legal interpretation theory is expected to solve the problem of blurred norms in PP PMSE. PP PMSE. But besides that, the application of the theory of legal interpretation proves that there is still a blurring of norms in the PP PMSE, because legal interpretation is used to

²³ Francis J Mootz III, "The New Legal Hermeneutics," *Vand. L. Rev.* 47 (1994): 115-124.

²⁴ Adam Gatt, "Electronic Commerce—Click-Wrap Agreements: The Enforceability of Click-Wrap Agreements," *Computer Law & Security Review* 18, no. 6 (2002): 404-410.

answer a problem regarding ambiguity related to norms against a law. In line with that Prof. J.H.A Logemann argues that, "A legal expert is required to look for the intent and will of the legislator in such a way as not to deviate from what the legislator wants".

Based on the problems above, the theory of legal interpretation here is a tool that can solve problematic problems by specifically linking one method of interpretation according to the language (grammatical). The method of interpretation according to the language (grammatical) is a method of interpreting laws by interpreting the meaning of words in the law. This method is a method that is felt capable of solving problems related to an unclear norm contained in PP PMSE. Therefore with referring to KBBI in "technical error" means a condition that is functionally an error caused by a server or other range beyond human/programmer.

Apart from having a correlation with the theory of legal interpretation, the problem of a vague or unclear norm contained in PP PMSE is also related to the theory of legal certainty. Legal certainty theory can be interpreted normatively as the rule that is certainly created and promulgated due to a clear construction of norms, which means it does not cause doubts (multiple interpretations). Clear in the sense of being a system of norms with other norms so that they do not clash or cause a conflict of norms.

The technical errors contained in Article 57 paragraph (1), (2), and (3) of PP PMSE result in electronic contracts being null and void. Agreements or contracts are made based on profitable agreements, while technical errors can cause a loss. If a problem like this is left unchecked and considered as something that is still vague or unclear, then how is the accountability aspect of legal certainty related to the phrase "technical error". Legal issues arise in practice, the fact shows that consumers are asked to confirm acceptance of the terms of the contract and make payments so that the desired goods can be processed online through the website. Goods will not be sent if not made payment confirmation, so that in the process there is a technical contract error because consumers who have confirmed payments have automatically made payments. Therefore it is necessary to reformulate the arrangement of the phrase "technical error" in Article 57 PP PMSE.

In general, consumers are in a weak position when compared to business owners, so it is not uncommon for business owners to violate PP PMSE, therefore it is important for the government to examine this in more depth. Reformulation of the phrase "technical error" needs to be done in Article 57 paragraph (1), (2), and (3) PP PMSE because it is considered invalid, which means it is not in accordance with the facts in the field. The clause "If the consumer or user has confirmed the payment (has paid) and a technical error occurs" should be included in the provisions of Article 57 PP PMSE. The provisions of Article 57 paragraph (1) PP PMSE need to be altered to "Electronic contracts are considered automatically null and void if a technical error occurs due to an unsafe, unreliable and irresponsible electronic system".

The provisions of Article 57 paragraph (2) PP PMSE also need to be amended to "If a technical error occurs as referred to in paragraph (1), the business owners is obliged to return the payment that has been paid". In the explanation section of Article 57 paragraph (1) the regulation also needs to be changed to "Explanation of section (1) what is meant by a technical error is a technical error or defect in the implementation of the

system by the system maker (*developer/vendor*), inter alia the system is deliberately made to run inappropriately with the aim of forcing contracts (*inertia selling*) or fraud to users". Information in the explanatory part of Article 57 paragraph (2) which explains that "Goods and/or services that have been sent are considered as free gifts" is better to be omitted or deleted. Therefore with in this case legal certainty can be created regarding the phrase "technical error", so that it is in line with the theory which according to Fence M. Wantu, "law without the value of legal certainty will lose meaning because it can no longer be used as a guideline for behavior for all people".²⁵ Legal certainty can be interpreted as the clarity of a rule.

UUPK is a guideline for the implementation of consumer protection in Indonesia. Where the UUPK is a legal product that has never experienced a renewal since its issuance. If viewed hierarchically, government regulations are the implementing regulations of the UUPK, so here it is felt that it is important for the government to carry out a review of PP PMSE. Explanation of a law as a means to clarify norms in the body should not result in ambiguity of the intended norm.

3.2. Legal Protection For Business Owners, System Builders, And Recipients Of Goods/Services Regarding The Technical Error Phrase In Government Regulation Related To Trade Through E-Commerce

One of the most developed virtual world activities in relation to internet use is *electronic commerce*. Digital technology makes all selling and shopping processes easier to access and the increase in the capacity to use the internet has led to revolutionary changes in its use in various fields. The emergence of *e-commerce* brings a very large structural change in influencing corporate organizations, consumer behavior, the economy, and all aspects of human activity on a global scale. This can be seen by the large number of Indonesian people who like to carry out online transactions at online shops or what is usually known as "*olshop*".

Bearing in mind that through the internet people have a wider space to move, it also of course triggers various modes of crime, so that protection is needed which can become a legal protection. Legal subject protection for human rights is a collection of regulations that can provide protection for dignity and recognition. By limiting the interests of other parties, legal protection aims to incorporate and synchronize different interests in society. The law offers protection for customer from the affect that result in non-fulfillment of these rights. Legal protection is given to legal subjects, either in oral or written form.²⁶ Categorized legal protection can be two types, which are repressive legal protection and preventive legal protection.

Prior to a government decision getting a definitive form; this preventive legal protection is carried out by providing opportunities for legal subjects to propose objections or

²⁵ R Tony Prayogo, "Penerapan Asas Kepastian Hukum Dalam Peraturan Mahkamah Agung Nomor 1 Tahun 2011 Tentang Hak Uji Materiil Dan Dalam Peraturan Mahkamah Konstitusi Nomor 06/Pmk/2005 Tentang Pedoman Beracara Dalam Pengujian Undang-Undang," *Jurnal Legislasi Indonesia* 13, no. 2 (2016): 191-201.

²⁶ Bayu Agung Prayitno and Iwan Permadi, "Perlindungan Hukum Bagi Pemohon Sertifikat Dalam Program PTSL Yang Perolehan Haknya Berdasarkan Pernyataan Hibah Sepihak," *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 6, no. 1 (2021): 165-171.

opinions. This aims to prevent the disputes occurrence which play an important role in determining the actions that must be taken by the government. The carefulness towards the government will be encouraged for the decision making based on discretion. Repressive legal protection in the legal form handling by the court which aims to resolve a dispute.

The legal protection principle against government actions rests on and originates from the recognition and protection of human rights concept. The birth of the concept is pointed at granting and limiting the society and the government's obligations. Recognition and protection of human rights have a primary place linking to the goals of a rule of law. Therefore, the second principle that underlies legal protection against acts of government is the rule of law principle. Where without legal certainty, a person does not know what to do, does not know whether doing is right or wrong, prohibited or not prohibited by law.

The consumers' suffering from losses results in the need to increase protection efforts to uphold their rights. Conflict of interest is not prohibited but seen as an inevitable result of self-interest that generates economic life. The protection given to consumers must not kill existing businesses, due to the fundamentality of business owners towards the country's economy. The efforts to obtain legal protection, certainly what humans want, is to rely on and having regularity between the basic values of law, *inter alia* legal certainty, legal usefulness, and legal justice. Discussing about protection, there is relevance to the existence of rights and obligations as legal subjects.

Legal Standing of consumers and business owners have the same position in defending their rights. Provisions towards consumers protection must be balanced with the protection for business owners.²⁷ Business owners can insure their liability against consumers, with the aim of protecting themselves from losses due to claims from consumers.²⁸ Legal protection needs to be given to regulate all the interests of society, including business owners and consumers.²⁹ Legal protection for consumers and business owners is provided by the government as a regulator that regulates the implementation of transactions.

In a regulation, certainty is needed, according to Gustav Radbruch, there are three basic ideas of law or three legal objectives, namely justice, benefit and legal certainty. Of the three basic ideas of law, legal certainty requires that the law can function as a regulation that must be obeyed, of course not only on how the regulation is implemented, but how the norms or content material in the regulation contain the basic principles of law. In addition, according to Radbruch, legal certainty is defined by the condition that the law can function as a rule that must be obeyed. The creation of legal certainty aims to create

²⁷ Intan Ayu Yulia Rahmawati, Yuliati Yuliati, and Budi Santoso, "Perlindungan Hukum Bagi Konsumen Atas Pencantuman Klausula Eksoner Dalam Bisnis Pinjam-Meminjam Uang Berbasis Teknologi Informasi Di Indonesia," *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5, no. 2 (2020): 202-212.

²⁸ A. H Hamid, *Hukum Perlindungan Konsumen Indonesia* (Makasar: Sah Media, 2017). h. 48.

²⁹ Andryawan Perdana Dista Agara, Budi Santoso, and Dhiana Puspitawati, "Perlindungan Hukum Peserta Program Jaminan Hari Tua Pada Badan Penyelenggara Jaminan Sosial Ketenagakerjaan Atas Penunggakan Pembayaran Iuran Oleh Pemberi Kerja," *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 6, no. 1 (2021): 11-17.

order in society. According to Fence M. Wantu, "law without the value of legal certainty will lose its meaning because it can no longer be used as a behavioral pedman for everyone". Legal certainty is defined as the clarity of norms so that they can be used as guidelines for the people who are subject to regulations, so that they do not cause many interpretations. Referring to Van Apeldoorn's opinion, "legal certainty can also mean things that can be determined by law in concrete matters". In line with this, legal certainty in the PMSE regulation refers to clear, fixed and consistent law enforcement where the implementation of the law cannot be influenced by subjective circumstances in trade.

The object of the engagement is the achievement of both goods and services, as well as the object of the agreement. In consideration of the meaning of agreement and engagement, it can be concluded that the agreement is a legal event, while the engagement is a legal relationship. In other words it can be said that agreement is the result of the birth of an agreement. This is because the agreement contains provisions that generate rights and obligations between the parties.

UUPK explains that consumer protection is a form of maintaining a balance between 2 (two) different interests, inter alia the interests of sellers and consumers. The regulation aims to provide legal guarantees for business owners in the event of a dispute with consumers. Article 6 UUPK explains that business owners have several rights, including: (a) "the right to receive payments in accordance with the agreement regarding the conditions and exchange rates of traded goods and/or services, (b) the right to obtain legal protection from consumer actions with bad intentions, (c) the right to defend oneself in legal settlement of consumer disputes, (d) the right to rehabilitate one's good name if it is legally proven that consumer losses are not caused by goods and/or services being traded, e) rights stipulated in the provisions of other laws and regulations".

Legal protection is given to business owners with the aim of increasing the country's economy. In business activity e-commerce in Indonesia, it can be seen from the legal protection given to the parties involved, including business owners, system makers (*developers/vendors*), and users of goods/services. The legal protection provided by the government to companies as business owners can be divided into three parts, inter alia: protection of activities or activities carried out, protection of business assets, be it products, programs or buildings, protection of agreements or contracts made by business owners with recipients of goods/services.

Technological developments also make it easier for a person to use an invention for personal gain, such as duplicating a work owns the potential in exclusive rights violation of copyright holder, inter alia moral and economic rights violation. Legal protection for system makers (*developers/vendors*) formulated in Law Number 28 of 2014 concerning Copyright (hereinafter referred to as UUHC), which explains the prohibition against pirating a copyrighted work. In UUHC it can be understood that Copyright Holders who are not Authors only have economic rights. Article 40 paragraph (1) letter s of the UUHC emphasizes that a computer program is one of the copyrighted works that is protected.

In international law, copyrights are regulated in the Berne Convention for the Protection of Literary and Artistic Works (Berne Convention), which is the oldest convention that specifically regulates copyright. According to the provision of Berne Convention

reaffirmed in Annex IC to the World Trade Organization Agreement (hereinafter the WTO Agreement) namely the Agreement on Trade-Related Aspects of Intellectual Property Rights (hereinafter TRIPs Agreement), namely in section 1 concerning Copyrights and Related Rights which has been effective since 1955.³⁰

WTO Agreement was authorized by Indonesia with the Law No. 7 of 1994.³¹ With the ratification of the agreement, member countries can apply protection for intellectual property that is broader than the provisions in the TRIPS Agreement as long as the application of this protection does not conflict with the provisions of the TRIPS Agreement itself. The definition of copyright is not clearly regulated in the provisions of the TRIPS Agreement. In the agreement, it is only specified that "Copyright protection shall extend to expressions and not to ideas, procedures, methods of operation or mathematical concepts as such." Apart from Berne Convention and TRIPs Agreement, there is also an international agreement that regulates Copyright, namely the World Intellectual Property Organization (hereinafter WIPO). WIPO provisions do not explicitly stipulate the definition of Copyrights.

Based on the provisions contained in Article 46 in UUPK which provides legal protection provided by the government to recipients of goods/services in the form of guaranteed product quality received. Implementation of law in business activities provided by the government is real protection, thus if a dispute occurs, the parties involved in the business activity can take legal action to obtain justice. The recipient of goods/services could file a claim if the product received is of poor quality.

4. Conclusion

The existence of multiple interpretations "technical error" phrase in Article 57 paragraph (2) PP PMSE contains the default understanding that results in null and void from electronic contracts. Default occurs because the electronic system requires the recipient of the goods/services to make a payment in advance even though a technical error occurs, so that the recipient of the goods/services will experience a loss because they do not get a *refund* for the technical error that occurs. Departing from the multi-interpretation form in the phrase "technical error", causing legal uncertainty. In legal certainty term, the community will understand the rights and obligations clarifications in accordance with law. This legal certainty can be realized through good and clear norms in a statutory regulation. Legal protection for business owners is contained in Article 6 UUPK, inter alia in the form of repressive legal protection guarantees to defend themselves during an occurrence of dispute occurs from customer's bad intention actions. Legal protection for system makers (*developers/vendors*) is contained in Article 40 UUHC, which is in the form of preventive legal protection which strictly prohibits piracy of copyright works including computer programs. Covered in Article 46 UUPK, legal protection for recipients of goods/services inter alia in the repressive legal protection

³⁰ N.K.S Putra, I.B.W., and Dharmawan, *Hukum Perdagangan Internasional* (Bandung: Refika Aditama, 2017). h. 44.

³¹ *Ibid*, h. 118.

form under the justice guarantees in the event of a dispute regarding the quality of the product received.

References

- Adi Lestari, Anak Agung. "Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 5, no. 2 (July 31, 2016): 337-52. <https://doi.org/10.24843/JMHU.2016.v05.i02.p09>.
- Agara, Andryawan Perdana Dista, Budi Santoso, and Dhiana Puspitawati. "Perlindungan Hukum Peserta Program Jaminan Hari Tua Pada Badan Penyelenggara Jaminan Sosial Ketenagakerjaan Atas Penunggakan Pembayaran Iuran Oleh Pemberi Kerja." *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 6, no. 1 (2021): 11-17.
- Andy Dwijayanto. "Experian: Sekitar 25% Konsumen Pernah Mengalami Penipuan Online." *kontan.co.id*, 2018. <https://industri.kontan.co.id/news/experian-sekitar-25-konsumen-pernah-mengalami-penipuan-online>.
- Ary Wicaksana, Dewa Gde, and Dewa Gde Rudy. "Perlindungan Konsumen 'Curhat Online' Dalam Platform Media Sosial." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 10, no. 3 (September 30, 2021): 644-'654. <https://doi.org/10.24843/JMHU.2021.v10.i03.p15>.
- Celina Tri Siwi. *Hukum Perlindungan Konsumen*. Jakarta: Sinar Grafika, 2011.
- Dewi, Rai Agustina, and I Nyoman Suyatna. "Implementasi Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Online." *Journal Kertha Semaya* 4, no. 2 (2016): 6.
- Fawzi, M. "Rizqa Anas, and Suatra Putrawan." "Akibat Hukum Wanprestasi Dalam Perjanjian Jual Beli Online Berdasarkan Undang-Undang Informasi Dan Transaksi Elektronik." *Kertha Semaya: Journal Ilmu Hukum* 8 (n.d.): 649.
- Gatt, Adam. "Electronic Commerce – Click-Wrap Agreements: The Enforceability of Click-Wrap Agreements." *Computer Law & Security Review* 18, no. 6 (2002): 404-10.
- Hamid, A. H. *Hukum Perlindungan Konsumen Indonesia*. Makasar: Sah Media, 2017.
- Kasmi, Kasmi, and Adi Nurdian Candra. "Penerapan E-Commerce Berbasis Business To Consumers Untuk Meningkatkan Penjualan Produk Makanan Ringan Khas Pringsewu." *Jurnal AKTUAL* 15, no. 2 (December 13, 2017): 109-'116. <https://doi.org/10.47232/aktual.v15i2.27>.
- Lestari, Anak Agung Adi. "Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999." *Jurnal Magister Hukum Udayana* 5, no. 2 (2016).
- Mootz III, Francis J. "The New Legal Hermeneutics." *Vand. L. Rev.* 47 (1994): 115.
- Mukti Fajar, N D, and Yulianto Achmad. *Dualisme Penelitian Hukum: Normatif & Empiris*. Yogyakarta: Pustaka Pelajar, 2013.
- Nova, M., Suhariningsih, and Sugiri, B. "Perlindungan Hukum Bagi Debitur Penerima Kredit Usaha Rakyat Yang Wanprestasi Karena Overmacht Pada Perjanjian Kredit Bank." *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5 No.1 (2020): 104-9.
- Paryadi, Deky. "Pengawasan E Commerce Dalam Undang-Undang Perdagangan Dan Undang-Undang Perlindungan Konsumen." *Jurnal Hukum & Pembangunan* 48, no. 3 (2018): 651-'669.

- Perdana, Afrilian, and Mahfud Dahlan. "Penyelesaian Wanprestasi Dalam Perjanjian Jual Beli Melalui Media Elektronik." *Jurnal Ilmu Hukum* 2, no. 1 (2014): 52-57.
- Prajna Putri, Putu Dinanda, and I Made Sarjana. "Pengaturan Lembaga Gadai Online Dalam Dimensi 4.0 Di Indonesia." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 9, no. 1 (May 31, 2020): 170-'181. <https://doi.org/10.24843/JMHU.2020.v09.i01.p12>.
- Prayitno, Bayu Agung, and Iwan Permadi. "Perlindungan Hukum Bagi Pemohon Sertifikat Dalam Program PTSL Yang Perolehan Haknya Berdasarkan Pernyataan Hibah Sepihak." *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 6, no. 1 (2021): 165-71.
- Prayogo, R Tony. "Penerapan Asas Kepastian Hukum Dalam Peraturan Mahkamah Agung Nomor 1 Tahun 2011 Tentang Hak Uji Materiil Dan Dalam Peraturan Mahkamah Konstitusi Nomor 06/Pmk/2005 Tentang Pedoman Beracara Dalam Pengujian Undang-Undang." *Jurnal Legislasi Indonesia* 13, no. 2 (2016): 191-201.
- Putra, I.B.W., and Dharmawan, N.K.S. *Hukum Perdagangan Internasional*. Bandung: Refika Aditama, 2017.
- Rahmawati, I. A. Y., Yuliati, and Santoso, B. "Perlindungan Hukum Bagi Konsumen Atas Pencantuman Klausula Eksonerasi Dalam Bisnis Pinjam-Meminjam Uang Berbasis Teknologi Informasidi Indonesia." *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5(2) (2020): 202-'212.
- Rahmawati, Intan Ayu Yulia, Yuliati Yuliati, and Budi Santoso. "Perlindungan Hukum Bagi Konsumen Atas Pencantuman Klausula Eksoner Dalam Bisnis Pinjam-Meminjam Uang Berbasis Teknologi Informasi Di Indonesia." *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5, no. 2 (2020): 202-12.
- Rahmayanti, Intan. "Data Terbaru! Berapa Pengguna Internet Indonesia 2022?" *Cnbc Indonesia*, 2022. <https://www.cnbcindonesia.com/tech/20220609153306-37-345740/data-terbaru-berapa-pengguna-internet-indonesia-2022>.
- Retnowulan, Evi, and Regina Hermani. "Tinjauan Hukum Jual Beli Secara Online." *Jurnal Hukum* 19, no. 19 (2010): 55.
- Setiani, Herlin, and Muhammad Taufiq. "Perlindungan Konsumen Atas Barang Yang Tidak Sesuai Dengan Perjanjian Dalam Perdagangan Elektronik Dikaitkan Dengan Undang-Undang Informasi Dan Transaksi Elektronik." *Jurnal Ilmiah Living Law* 10, no. 2 (October 30, 2018): 114. <https://doi.org/10.30997/jill.v10i2.1497>.
- Shareef, Mahmud Akhter, Yogesh K Dwivedi, Michael D Williams, and Nitish Singh. *Proliferation of the Internet Economy: E-Commerce for Global Adoption, Resistance, and Cultural Evolution: E-Commerce for Global Adoption, Resistance, and Cultural Evolution*. Australia: Hershey PA Information Science Reference, 2009.
- Suharnoko. *Hukum Perjanjian: Teori Dan Analisa Kasus*. Jakarta: Prenada Media Group, 2004.
- Suroto, Tyas Yuniawati, and I Made Sarjana. "Perjanjian Jual Beli Buku Pemilik Kendaraan Bermotor Tanpa Kendaraan Pada Aplikasi Facebook." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 9, no. 3 (2020).
- Yanti, Luh Dita, and I Gusti Agung Mas Rwa Jayantiari. "Perolehan Tanah Oleh Bank Tanah Melalui Pembelian." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 11, no. 2 (2022): 356.
- Yogiartha, Gde Manik. "Tanggungjawab Pelaku Usaha Terkait Dengan Jual-Beli Telepon Seluler Tanpa Garansi." *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 5, no. 1 (May 31, 2016): 93-100.

<https://doi.org/10.24843/JMHU.2016.v05.i01.p09>.

Law and Regulation

The Indonesia Civil Code, *Burgelijk Wetboek voor Indonesia*.

Law No. 8 of 1999 concerning Consumer Protection, State Gazette of the Republic of Indonesia of 1999 Number 22, additional State Gazette of the Republic of Indonesia Number 3821.

Law No. 11 of 2008 concerning Information and Electronic Transactions, State Gazette of the Republic of Indonesia of 2008 Number 58, additional State Gazette of the Republic of Indonesia Number 4843.

Law No. 7 of 2014 concerning Trade, State Gazette of the Republic of Indonesia of 2014 Number 45, additional State Gazette of the Republic of Indonesia Number 5512.

Law No. 28 of 2014 concerning Copyright, State Gazette of the Republic of Indonesia of 2014 Number 266, additional State Gazette of the Republic of Indonesia Number 5599.

Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, State Gazette of the Republic of Indonesia of 2019 Number 222, additional State Gazette of the Republic of Indonesia Number 6420.