

ABSTRACT

Rapid technological developments bring progress to virtually all aspects of human life in various fields that have directly affected the birth of new forms of legal acts, including increasingly increasing electronic commerce. Internet in recent years has a very rapid development, both in terms of technology and the amount of its use, this is evidenced by so many internet media everywhere, both in the form of internet cafes (cafe) to the internet modem that can be taken anywhere - where with very easy mobility. Through the internet media every individual has the right and ability to connect with other individuals without any restrictions that prevent it This can be observed from business activities through electronic *commerce* (*e-commerce*), as a result of progress in the communications and information technology sector.

There are two problems studied in this research, namely the agreement made in *e-commerce* whether it can be proven its validity and solving the problems that arise in the *e-commerce* agreement if one party to default.

The method used is normative juridical. the research specification is analytical descriptive. Sources of data in this study using secondary data as the main data. Methods of data collection by way of literature study, this study is also supported by interviews used to clarify secondary data. The method used in analyzing and processing the collected data is a qualitative analysis.

Based on the research result of the agreement made in the *e-commerce* whether it can be proved its validity: The validity of an electronic contract based on the principle of consensualism, based on the Civil Code and the information laws and Electronic Transactions; and under the Consumer Protection Act, the legal protection of the offender is the process of dispute resolution through courts or through the settlement of disputes outside the court.

Keywords: Consumer Protection, *E-Commerce*, agreement