ABSTRACT

Purpose: This study aims to ascertain the importance of a Cyber Notary Notary in issuing Certificate authority to protect the Law for buyers in online buying and selling transactions and the procedure for producing evidence that can be used as reliable proof.

Theoretical framework: The frequent problems of buying and selling online have become evidence of the need for legal rules or electronic laws. Therefore, cyber notary must provide facilities by making an authority certificate with the aim of providing legal protection in online selling and buying.

Method/design/approach: Using both a statutory and a conceptual approach, this investigation was conducted. The information provided comes from secondary sources that contain legal content. The data was gathered via normative data and a literature review. Deductive logic analysis techniques were used to examine the sources of legal materials gathered.

Results and conclusion: According to the findings of this study, the Notary is no longer required to perform valid deeds electronically for deed agreements or electronic contracts. However, the Notary's job can be fulfilled by issuing electronic certificates in collaboration with the Certificate Authority to become a trusted third party.

Research implications: This verification procedure can be used to validate electronic certificates. The verification process requires digital forensics, but it can be verified immediately by scanning a barcode at the Republic of Indonesia's Ministry of Law and Human Rights office. The Law on the Job of a Notary should also contain this responsibility because the Job of a Notary should allow for and include a Notary in providing electronic certifications.

Originality/value: A Notary should be recognised as a service provider in the electronic field as part of the Electronic Information and Transaction Law revisions to protect parties in online buying and selling.

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TABELIÃO CIBERNÉTICO EMITE CERTIFICADO DE AUTORIDADE PARA FORNECER PROTEÇÃO LEGAL NAS VENDAS ON-LINE

RESUMO

Objetivo: Este estudo tem como objetivo averiguar a importância do Tabelião Cibernético na emissão de autoridade certificadora para proteção da Lei aos compradores em transações de compra e venda online e o procedimento para produção de provas que possam ser utilizadas como prova confiável.

Enquadramento teórico: Os frequentes problemas de compra e venda online tornaram-se evidência da necessidade de normas legais ou leis electrónicas. Portanto, o notário cibernético deve fornecer facilidades emitindo um certificado de autoridade com o objetivo de fornecer proteção legal na venda e compra online

Método/desenho/abordagem: Utilizando uma abordagem estatutária e conceitual, esta investigação foi conduzida. As informações fornecidas provêm de fontes secundárias que contêm conteúdo legal. Os dados foram coletados por meio de dados normativos e de uma revisão da literatura. Técnicas de análise lógica dedutiva foram utilizadas para examinar as fontes dos materiais jurídicos coletados.

Resultados e conclusão: De acordo com os resultados deste estudo, o Notário já não é obrigado a realizar escrituras válidas eletronicamente para contratos de escritura ou contratos eletrónicos. No entanto, o trabalho do Notário pode ser cumprido através da emissão de certificados eletrónicos em colaboração com a Autoridade Certificadora para se tornar um terceiro confiável.

Implicações de pesquisa: Este procedimento de verificação pode ser usado para validar certificados eletrónicos. O processo de verificação requer análise forense digital, mas pode ser verificado imediatamente através da leitura de um código de barras no escritório do Ministério do Direito e Direitos Humanos da República da Indonésia. A Lei do Trabalho do Notário também deve conter esta responsabilidade porque o Trabalho do Notário deve permitir e incluir um Notário no fornecimento de certificações electrónicas.

Originalidade/valor: Um Notário deve ser reconhecido como um prestador de serviços no campo eletrónico como parte das revisões da Lei de Informações e Transações Eletrônicas para proteger as partes na compra e venda on-line.

Palavras-chave: notário cibernético, autoridade certificadora, proteção legal, comércio online.

1 INTRODUCTION

In Indonesia, science and technology are progressing quickly along with the times and dynamics. Technology advancements, particularly those in telecommunications that the general public can now access using computers, mobile phones (HP) laptops, can
impact various sectors of society, including trade and legislation. The internet network is a recent breakthrough in the world of information technology (Dhillon et al., 2017; Lubbe, 1992; Small et al., 2014). The Internet network supports the development of telecommunication technology, which is almost used by most people in online buying and selling (Cacciapuoti et al., 2019; Ng & Zhang, 2002).

People may trade more easily online thanks to the Internet network. E-commerce and e-business are typically the names given to internet trading activity (Mazzarol, 2025; Purba et al., 2019; Hanifah, et al., 2023; Damanpour & Damanpour, 2001). Credit cards are accepted for transactions using this trading strategy. These technical advancements can potentially cause societal transformation, which indicates that people are more open to new ideas (Amal et al., 2022; Purba et al., 2019; Siahaan et al., 2022). Based on the aforementioned, internet commerce, or e-commerce, is gaining popularity in modern society (Ardoni, 2005; Dhanapal & Renganathan, 2023). These technical developments do not, however, have advantages. Government rules are required to prevent the adverse effects of these technological advancements since they can harm their users, such as fraud, identity theft, and the use of electronic money.

The government has promoted technological development by passing Information and Electronic Transactions Law No. 11 of 2008. This law gives People legal protection, making them feel safer when making purchases online. Information technology-related societal and legal changes have an impact on notaries. Information technology in online transactions impacts how a notary's tasks and ability to produce deeds are organized.

As public officers whose primary duty is to serve the public, notaries must keep up with these developments, given the swift growth of online transactions. Law No. 2 of 2014's amendment to Law No. 30 of 2004 Concerning the Position of a Notary's Article 15 paragraph (3), which reads as follows: "In addition to the authority referred to in paragraphs (1) and (2), a notary has other authorities regulated by laws and regulations-invitation" (UUJN Article 15 paragraphs (1-3)), gives new life to the concept of a cyber notary. The author refers to a "cyber notary" in this context, which can be utilized in the online buying and selling process, often known as e-commerce. However, establishing a cyber notary in Indonesia will take much work (Merlyani et al., 2020; Nola, 2016). This obstacle results from a conflict between notarial services and online transaction media, both subject to rules and regulations.

The use of contracts to protect consumers, databases, and websites' content or sites
illustrates how the notary sector closely ties to developments in technology and informatics. The customer must make the complete payment before the vendor can send the items to the buyer's address because of the asymmetrical risk associated with online purchases. Here, the seller guarantees that the things will be delivered, not that the buyer will be able to obtain them. As a result, understanding the role of a cyber notary in issuing certificate authority to provide legal protection for customers while buying and selling online is critical.

2 THEORETICAL FRAMEWORK
2.1 CYBER NOTARY

The cyber notary demonstrates the implementation of notarial power based on information technology. The desire for the role of a notary utilizing the notion of a cyber notary to provide an acceptable, quick, and efficient service is a development in the world of information and communication technology that emphasizes the importance of the legality of cyber notary-based notary deeds as authentic deeds. Based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary and Law Number 11 of 2008 concerning Information and Electronic Transactions, to quicken the pace of economic growth. The deed of a notary utilizing a cyber notary currently needs to have flawless proof like an actual deed. This is clear from the notarial deed executed by a cyber notary, which does not adhere to Article 1868 of the Civil Code's conditions for a deed's authenticity.

2.2 LEGAL PROTECTION

Every human being carrying out all his business activities must receive legal protection. Legal protection will provide comfort in obtaining their rights in everyday life (Davison, 2003). The legal protection that every business actor gets must be independent of status. Legal protection must apply to all sectors that run businesses, both small businesses and large businesses. Legal protection must also apply in the electronic world (Hildebrandt & Koops, 2010). Such as legal protection for sellers and buyers of goods electronically. This is proof that the state pays attention to all the rights of its people. Indonesia is based on the law as stated in the 1945 Constitution, article 1, paragraph 3, which reads: Indonesia is a country based on law. Therefore, legal protection is an essential element and a consequence of the rule of law.
Online buying and selling (e-commerce) is developing in Indonesia. The government has made regulations related to e-commerce in Law Number 7 of 2014 concerning Trade. E-commerce regulation is a mandate of Law Number 7 of 2014 concerning Trade transactions. With the enactment of the manual and online trading law, there are many hopes that online buying and selling players can get their trading rights to avoid problems that could harm their business.

3 METHODOLOGY

This study collects data through normative research based on doctrinal laws. The law created and developed based on the developer's doctrine is known as doctrinal law (Wignjosoebroto, 2010; Qamar & Rezah, 2020). Prescriptive research was used. The legislative approach and the conceptual approach were used in this investigation. This study makes use of secondary data from legal sources. The author's legal material collection technique is library research. Deductive logic analysis techniques were used to examine the sources of legal materials gathered. By compiling different references and doctrinal laws about cyber notaries who provide certificate authorities to provide legal protection when buying and selling online. As a result, the researcher will compare the data and arrange it descriptively.

4 RESULTS AND DISCUSSION

4.1 CYBER NOTARY

Although Cyber Notary is still a concept, the notary community did socialize it over time (Aspan et al., 2023). A notary and an electronic notary can play a part in a cyber notary's duty in an e-commerce arrangement. A cyber notary is a concept that uses technological improvements to help notaries perform their everyday tasks, including electronic deed signing, document digitization, convening general shareholder meetings online, and other related activities (Setiadewi & Wijaya, 2020; Bahri et al., 2019). Although it is still only a notion, the world of notaries socialized Cyber Notary some time ago. Involvement of a cyber notary in an e-commerce contract is possible (Notaries and Electronic Notarization):

a. Cyber notaries merely confirm or examine the reliability of a digital signature provided by the involved parties online or online by looking up the certificate repository. The digital signature should then be attached if one is
present in the online agreement. Given that a notary in the standard law legal system can only certify signatures, the person in question does not evaluate the agreement's contents.

b. A cyber notary reviews the parties' electronic signatures and the e-commerce agreement's content. In this instance, the parties can request a cyber notary to create the e-commerce agreement, or the parties themselves can do so. The authenticity and accuracy of the agreement's contents are up to the cyber notary. In the civil law system, a notary is authorized by law to prepare a deed that serves as an authentic deed and has the power of law. This position is related to a notary's responsibility in that system.

4.2 E-COMMERCE AGREEMENT

When both parties have agreed to the terms of the agreement and are aware of their responsibilities and rights, there is an e-commerce agreement (Syamsiah, 2021; Malkawi, 2007; Anggraeni & Rizal, 2019). An electronic agreement is the same as a Civil Code agreement if both parties agree on the object pledged (Desy, 2010; Hanim, 2011). The Civil Code stipulates in Article 1319 that "that agreement, The broad laws in the Civil Code apply to all individuals, regardless of whether they go by a specific name." The Civil Code's Book III's laws governing agreements are flexible since their provisions could be restricted to having just regulatory purposes. Article 1338 of the Civil Code defines the notion of contract freedom, which is the kind of openness in question. In this case, the freedom to contract means that everyone is free to choose the structure, nature, and terms of a contract as long as it complies with applicable laws, moral standards, and rules of public order as well as the terms of the contract as stated in Article 1320 of the Civil Code (KUH Perdata) (Hanifah et al., 2023; Heriani, 2022).

Contracts are agreements, and they can be made by email online. Online agreements using email can be practical since there is no need for in-person meetings (Gregory, 1958; Shaily et al., 2023). A computer or a smartphone connected to the internet network is used to construct an online agreement. Additional security is necessary because technological sophistication cannot be isolated from issues related to internet network interference, which can prevent emails from being sent and result in third parties interfering with or intervening in emails.

In a contract, the parties will expect the contract to be authentic and used as proof
if something unexpected occurs. Notarizing the contract is one of the legal actions that can be conducted. The issue is how far a Notary may go to help online contracts become legally binding deeds that give robust and perfect proof in the framework of the parties' legal protection.

4.3 ONLINE CONTRACTS

A contract or agreement entered into online, or using an electronic system, is known as an E-Contract (Marotta-Wurgler, 2011; Savirimuthu, 2005; Manko, 2015). A definitive type of contract or contract structure has never been defined under Indonesian law or international law. An agreed-upon contract’s format is left up to the parties. However, in order for the E-Contract to be effective and legally enforceable, they must still abide by all of the fundamental terms of the contract that have been prescribed by law, notably the presence of an agreement from the contracting parties (Aniningdyah, 2022; Gindin, 2009; Lim, 2008).

A Cyber Notary is an idea that has yet to be fully realized. However, initiatives are being made (Bahri et al., 2019; Krisyanto et al., 2019) to make the concept of a Cyber Notary a reality. The Electronic Notarization concept, which the state of Florida in the United States of America accepted, is evidence of this. A notary performs electronic notarization as part of his notary public duties. As requirements are met for producing valid deeds, electronic notarization evolves. As a result, the term "notarization" refers to the legitimacy of electronic signatures made using a particular technology. According to the passing of the Uniform Electronic Transaction Act (UETA) and the Electronic Signature in Global and National Commerce Act (E-Sign Act), the United States is the only nation that has employed electronic notarization. All American notaries can now utilize digital signatures legally because of the E-Sign Act (Jennifer, 2022; Hays, 2000; Zemnick, 2000).

4.4 ELECTRONIC NOTARIZATION

The notarization procedures used by notaries on conventional paper documents are the same for electronic notarization and electronic documents (Jennifer, 2016; Reiniger, 2008). Electronic notarization is used instead of the notary's stamp and signature when notarizing traditional written documents.

Indonesia now needs a rule that specifies how notaries perform their duties online.
Due to the vast scope of the Notary Office Act (UUJN), which now governs them, notaries must be re-governed in order for them to participate in e-commerce. The author will first show how a straightforward electronic transaction works before giving a description. The business provides a website with several product information types, including unit pricing, payment and delivery policies, and other details. Company A is trying to sell Company B a product. Before buying the product, Company B must complete a form created by Company A. Company B then signs the purchase agreement, and the payment action for the contract follows. Firm A will then approve the order, and the desired goods will be sent to the specified address. Except for payments and product delivery, the majority of processes in electronic transactions are virtual (conducted virtually).

4.5 IMPORTANT ELEMENTS IN THE NOTARY DEED

Significant portions are located at the beginning and end of the Notary Deed. The editorial cannot be concluded as an e-commerce agreement if it is carefully read. The contract will no longer be valid if the Notary continues behaving this way. This includes contracts made via online trade without consent from the parties. "...facing me..." and "...then immediately the appearers, witnesses, and notaries sign this deed..." are the following sentences. If the parties hear the sound of the sentence, they must work with a Notary to agree. This is supported by the language used in Article 1 Point 7 of the UUJN-P (Notary Office Law - Substitute), the verbs facing, facing, and facing, as well as the translation of the word verschijnen, which denotes coming face to face (Adjie, 2011).

Even though Notary Hendri Final maintains that merely watermarking is still feasible, for it to be approved and granted the weight of proof, the parties must present before the Notary (Minarsih, 2010). The letter that a Notary seeks to legalize has a declaration at the bottom that says, "I am the one who signed this..." The person signs this letter in front of a Notary after the Notary has explained that she has read and explained the contents to a person she knows or has been introduced to. The concepts of time efficiency, cost-effectiveness, and effectiveness will be undermined if the legislation indicated above is put into force, which will obfuscate the meaning of e-commerce (Minarsih, 2010; Willemyns, 2020). The official signing of the party, where the Notary must be able to witness the signatures of the parties carrying out a transaction, may be challenging to account for in e-commerce transactions.

Furthermore, the virtual world is broad; parties can arrive from different locations.
and even nations. Therefore the Notary's work area is distinct from it. A Notary is permitted to hold office within his or her jurisdiction, according to Article 17 letter (a). E-commerce will be complex since cyberspace has no limits (Permatasari, 2022; Laudon & Traver, 2013).

A Notary now has no role in making legitimate deeds electronically in the deed of agreement or electronic contract. However, it can play this role by issuing joint electronic certificates known as Certificate Authorities to become a trusted third party (third trusted party). However, it has yet to be observed in practice due to the lack of a defined norm for Notaries. However, according to Article 6 of the ITE Law, "if there are provisions other than those stipulated in Article 5 paragraph (4) where there is a condition that information must be in written or original form, electronic informatics or electronic documents can be considered valid as long as the information included in it can be accessed, guaranteed, its integrity is displayed, and can be accounted for so that it explains a situation" (UU ITE Art. 6).

4.6 CERTIFICATE AUTHORITY

Certificate Authorities, or CAs, are organizations trusted to validate digital certificates on websites (Al-Janabi & Obaid, 2012; Berkowsky & Hayajneh, 2017). This verification is intended to confirm that the website is safe for visitors. Similarly to this, the owner of the website will win the users' trust by proving that it is a reliable and authentic website.

When a person takes a vacation abroad and needs a passport or another internationally accepted identity, they can also use Certificate Authority. To verify it, we must run a face scan on a passport to see if the face on it matches the one in the passport book in order for the police to establish whether that person or another is abusing or fabricating our data. A reputable Certificate Authority will issue an organization's certificates. A trustworthy Certificate Authority is independent of the entity that seeks it and cannot be controlled by it (Aas et al., 2019; Maulani et al., 2021). Here are some of the most well-known and trusted Certificate Authorities:

a. DigiCert
b. Entrust Datacard
c. GeoTrust
d. RapidSSL
e. Globalsign

According to this paragraph, legal documents could one day be created electronically, specifically with the help of a Notary Public who supports the work of the certifying body for certificate authorities. It is essential to change the laws or regulations that apply expressly to Notaries in order to accomplish this so that, in the future, electronic deeds can be created in the same manner as actual deeds, making them valid and adequate proof. Additionally, notaries might be increasingly important in protecting buyers while buying and selling online.

5 CONCLUSION

A Notary can work with the Certificate Authority to issue an electronic certificate as a third party whose validity is trusted (third party) trusted parties, but they cannot currently perform any role in creating an authentic deed electronically for an agreement or electronic contract. This is false, though, since there are no rules for notaries. Nevertheless, according to Article 6 of the ITE Law, "if there are provisions other than those governed by Article 5 paragraph (4) which require that information be in written or original form, electronic informatics and or electronic documents are said to be valid if the information contained therein can be accessed, displayed, guaranteed for its integrity, and accounted for to be able to describe a situation."

The benefit of a Cyber Notary's notarial deed proof is that it needs to have perfect proof or adhere to Article 1868 of the Civil Code's requirements for deed validity, which is particularly important when buying and selling things online. Electronic deeds are only permitted for private transactions and are treated similarly to standard documents and letters because restrictions do not govern them.

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Press.


