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Article

CONSUMER PROTECTION OF TRADEMARKS IN THE ERA OF DIGITAL TRANSFORMATION

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Abstract: Technology brings various changes to human life. The presence of technology is undeniably a means that facilitates the circulation of various products bearing various marks. As one manifestation of intellectual work, a mark plays an important role in facilitating and enhancing trade in goods or services. For consumers, a mark provides a choice among the goods and services needed according to the priority of their needs. The assignment of a mark also indicates the quality of the goods and services and seeks to prevent imitation. Consumer protection is an inseparable part of healthy business activity. Consumers may be led astray by purchasing goods of the same kind but being deceived as to quality, or drawn toward goods of a different kind that nonetheless bear a similar mark. Consumer protection is therefore an important matter to undertake. Legal certainty ought to be granted to consumers as the party suffering loss. The problem raised in this study concerns consumer protection in relation to trademarks arising in the era of digital transformation. This study is normative legal research. The approach used is the juridical approach, carried out by analyzing the provisions of the Consumer Protection Law, the Trademark Law, and the Electronic Information and Transactions Law relating to consumer protection in respect of trademarks. Indonesia already has regulations concerning consumer protection in relation to trademarks. The presence of several of these statutes constitutes a form of the state's responsibility toward its citizens. The statutes in question include the UUPK, the UU Merek, and the UU ITE. For the problem of consumer loss relating to trademarks, the UUPK and the UU Merek provide means of resolution. Resolution may be pursued through the courts or through other alternative dispute resolution. For consumer protection disputes existing in the digital domain, the UU ITE provides means of dispute resolution.
Keywords: consumer protection, trademark, digital transformation

1. Introduction

A mark is something closely attached to human life. In the flow of buying and selling, for instance, people are strongly bound to marks. A mark serves as a guide for people, who as consumers rely on it in making their choices. A mark is regarded as a marker of a product or service deemed trustworthy. As a result, the influence of a mark becomes very important for entrepreneurs in their effort to attract consumers' interest. Entrepreneurs develop various marks in connection with the products they trade. Various forms of creativity are deployed to create marks that are unique and have selling value, in the hope of attracting as many consumers as possible.

The presence of technology has a great influence on efforts to produce attractive marks. The various conveniences of access in generating creativity give entrepreneurs the opportunity to seek inspiration for the marks they will produce. This includes drawing ideas from marks that already exist. Such ideas may take the form of imitating nuances of color, shape, symbol, or logo, and even the composition of a combination of color, symbol, logo, numerals, and letters. In the domain of intellectual property, all such creative activity forms part of human intellectual work.

As one manifestation of intellectual work, a mark plays an important role in facilitating and enhancing trade in goods or services in Indonesia. It also does so within the framework of national development in general and economic development in particular. A mark is also an instrument used to distinguish the goods and services produced by an enterprise.[The right over a mark is a special right *(exclusive)* granted by the state to its owner to use the mark personally or to license others to use it. As an international issue, marks have developed rapidly. Indeed, the marks of a society tend to become a subject of continuous discussion, at both the national and international levels. Unfortunately, trademark infringement still continues to occur. Trademark infringement has a broad impact, not only on the mark holder but also on consumers.

For consumers, a mark provides a choice among the goods and services needed according to the priority of their needs. The assignment of a mark also indicates the quality of the goods and services and seeks to prevent imitation. A mark provides a guarantee of the value or quality of the goods and services concerned. This is useful not only for the producer who owns the mark, but also provides protection and a quality guarantee for the consumer's goods and services.

Consumer protection is an inseparable part of healthy business activity. In healthy business activity there is a balance of legal protection between consumers and producers. In fact, it cannot be denied that acts of trademark infringement, which may result in the use of a principal mark on non-similar goods, can harm both the owner and the public as consumers. Several trademark disputes that have arisen include: the TikTok trademark dispute, the Hugo Boss trademark dispute, the Polo v. Polo Ralph Lauren trademark dispute, and the Gudang Garam v. Gudang Baru trademark dispute. Several of these examples of trademark disputes are inseparable from the presence of technology in the era of digital transformation.

The presence of technology is undeniably a means that facilitates the circulation of various products bearing marks that are not infrequently similar to, or even ride on the coattails of, well-known marks. Such conduct can mislead and even harm consumers. Consumers may be deceived by purchasing goods of the same kind but being cheated as to quality, or drawn toward goods of a different kind that nonetheless bear a similar mark. For this reason, protection of consumers becomes an important matter to undertake. Legal certainty ought to be granted to consumers as the party suffering loss. The presence of comprehensive legislation is expected to guarantee legal protection for consumers as the party affected by acts of trademark infringement.

2. Statement of the Problem

The problem raised in this study concerns consumer protection in relation to trademarks arising in the era of digital transformation, namely: how the presence of legislation provides a guarantee of legal certainty for matters that harm consumers as a result of trademark problems; and how legislation provides means of dispute resolution for consumers who become the party suffering loss as a result of trademark disputes.

3. Research Method

This study is normative legal research. The approach used is the juridical approach, carried out by analyzing the provisions of the Consumer Protection Law, the Trademark Law, and the Electronic Information and Transactions Law relating to consumer protection in respect of trademarks. The conceptual approach is used to refer to the views and theories developed in legal scholarship concerning legal protection. This study uses secondary legal sources. It employs a literature-study technique to collect legal materials and then analyzes them qualitatively.

4. The Regulation of Consumer Protection in Relation to Trademarks

To speak of consumer protection is to address one facet of the correlation between the field of economics and the field of ethics. In business activity there is a mutually dependent relationship between business actors and consumers. There are four (4) principal reasons why consumers must be protected, among others:

1. Protecting consumers is tantamount to protecting the entire nation, as mandated by the objectives of national development set out in the Preamble to the 1945 Constitution.
2. Protecting consumers is necessary to shield them from the negative impacts of the use of technology.

3. Protecting consumers is necessary to create a healthy climate of competition, physically and mentally, for business actors in order to sustain national development.
4. Protecting consumers is necessary to secure the sources of development funding that originate from the consumer community.

Legal protection is protection granted to legal subjects in the form of instruments, whether preventive or repressive, whether oral or written. In other words, legal protection may be said to be a distinct depiction of the function of law itself, which embodies the concept that law provides justice, order, certainty, utility, and peace. In carrying out and providing legal protection, a place or vehicle for its implementation is required, often referred to as the means of legal protection. Legislation ought to produce rules that are anticipatory in nature, that is, created to confront future events whose concrete form is not yet clear.

The integration flowing from Indonesia's adherence to the conception of a state based on law must be reflected in the implementation of its governance, so that, on the basis of that legal norm, the state is bound by the provisions of legal protection that must be granted to society in every aspect. This includes the legal certainty and legal protection for consumers, through legislation, that ought to be fulfilled.

According to Satjipto Rahardjo, legal protection means providing shelter for the human rights that have been harmed by others, and such protection is granted to society so that it may enjoy all the rights conferred by law. The state has an important role in protecting its citizens. Legal protection of citizens is the responsibility of the state to guarantee justice, security, and the safety of society. The legal protection provided by the state also plays a vital role in maintaining the stability that exists within that state.

Protection of consumers is a form of protection of the human rights mandated by the 1945 Constitution. This mandate is embodied in the provision of Article 28D paragraph (1), which reads: "Everyone has the right to recognition, guarantees, protection, and fair legal certainty, as well as equal treatment before the law." Following the Reformasi, the human rights movement during that transitional period made progress, in particular through the emergence of several changes and the establishment of legal instruments providing certainty as to the upholding of human rights in Indonesia. These changes were not merely editorial changes but also involved a very fundamental shift in the paradigm of thought. One form of the government's earnestness in upholding human rights in Indonesia, particularly in the economic field, is the enactment of various laws and regulations. One of these is the enactment of legislation that provides legal protection to consumers.

This Consumer Protection Law contains rules that serve as the legal umbrella for other legislation concerning consumers, while at the same time integrating them so as to strengthen law enforcement in the field of consumer protection. It should be noted that this Consumer Protection Law is not the beginning and end of the law governing consumer protection; rather, the possibility remains open for the formation of new laws that, in essence, contain provisions protecting consumers.

Indonesia has regulations concerning consumer protection, set out in Law No. 8 of 1999 on Consumer Protection (hereinafter referred to as the UUPK). Article 1 point 1 of the UUPK expressly states that "consumer protection is any effort that ensures legal certainty in order to provide protection to consumers." This provision shows that the enactment of this law is an effort to provide legal certainty and protection to consumers. A consumer is generally understood as the final user of a product delivered to them by an entrepreneur, that is, any person who obtains goods for use and not for further trade or resale. According to Article 1 point 2 of the UUPK, "a consumer is any person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other persons, or other living beings, and not for trade." Accordingly, it may be said that everyone is a consumer, because everyone needs goods and services to sustain their own life, that of their family, or to maintain and care for their property.

Consumer protection is administered as a joint effort based on five (5) principles relevant to national development, namely:

1. The principle of benefit is intended to mandate that every effort in the administration of consumer protection must provide the greatest possible benefit to the interests of consumers and business actors as a whole.
2. The principle of justice is intended to ensure that the participation of the entire people can be realized to the fullest, and to give consumers and business actors the opportunity to obtain their rights and perform their obligations fairly.

3. The principle of balance is intended to provide a balance among the interests of consumers, business actors, and the government, in both material and spiritual terms.
4. The principle of consumer security and safety is intended to guarantee the security and safety of consumers in the use, consumption, and utilization of the goods and/or services consumed or used.
5. The principle of legal certainty is intended to ensure that both business actors and consumers obey the law and obtain justice in the administration of consumer protection, and that the state guarantees legal certainty.

The objectives of consumer protection are set out in Article 3 of the UUPK, among others:

1. to raise consumers' awareness, capacity, and independence in protecting themselves;
2. to elevate the dignity and standing of consumers by shielding them from the negative excesses of using goods and/or services;
3. to enhance the empowerment of consumers in choosing, determining, and asserting their rights as consumers;
4. to create a consumer protection system that contains elements of legal certainty and openness of information, as well as access to obtain information;
5. to foster awareness among business actors of the importance of consumer protection, so that an honest and responsible attitude in business develops;
6. to improve the quality of goods and/or services that ensures the continuity of the production of goods and/or services, as well as the health, comfort, security, and safety of consumers.

As a consumer, there are rights and obligations that must be observed. The rights and obligations of consumers are strictly regulated in Articles 4 and 5 of the UUPK. Article 4 of the UUPK governs the rights held by consumers, among others:

1. the right to comfort, security, and safety in consuming goods and/or services;
2. the right to choose goods and/or services and to obtain them in accordance with the exchange value and the conditions and guarantees promised;
3. the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services;
4. the right to have one's opinions and complaints regarding the goods and/or services used heard;
5. the right to obtain proper advocacy, protection, and consumer-protection dispute resolution;
6. the right to receive consumer guidance and education;
7. the right to be treated or served correctly, honestly, and without discrimination;
8. the right to obtain compensation, indemnification, and/or replacement if the goods and/or services received do not conform to the agreement or are not as they should be;
9. the rights provided for in other statutory provisions.

In addition to all the rights above, consumers are charged with obligations set out in Article 5 of the UUPK, namely:

a. to read or follow the information instructions and the procedures for the use or utilization of goods and/or services, for the sake of security and safety;
b. to act in good faith in carrying out transactions for the purchase of goods and/or services;
c. to pay in accordance with the agreed exchange value;
d. to follow the proper legal efforts for resolving consumer-protection disputes.

The various provisions on consumer protection above demonstrate the importance of protecting consumers' rights, protecting consumers from various efforts that harm them, including acts that harm consumers in relation to trademarks. A mark is something close to human life, in this case that of the consumer. When about to purchase a product, a consumer will use the mark as a reference. A mark can influence a consumer's decision to buy a product, because the consumer associates the product with a reputation or quality that is already known.

Historically, marks were used in a narrow sense, that is, only as an indicator of the origin of goods and to signify who sold them. Today, a mark has a function that goes beyond merely indicating the origin of goods, serving instead as a medium that conveys an *image*, quality, or reputation attached to the product. A mark with a good reputation will bring many advantages and positive benefits to its owner. The more valuable a trademark is to customers, the better known it becomes. A well-known mark enjoys special protection under the law on account of the "brand value" it possesses. A mark also plays an important role in advertising and promotion, because the public often associates an *image* and reputation with a particular mark. The function of a mark in conveying an *image* or reputation causes a mark often to be regarded as a valuable business asset and part of the *goodwill* of a company.

In relation to marks, Indonesia regulates them in Law No. 20 of 2016 on Marks and Geographical Indications (hereinafter referred to as the UU Merek). The UU Merek was subsequently amended in several articles by Law No. 11 of 2020 on Job Creation (hereinafter referred to as the UU Cipta Kerja). Article 1 point 1 of the UU Merek states: "A mark is a sign capable of being represented graphically in the form of an image, logo, name, word, letter, numeral, or arrangement of colors, in two-dimensional and/or three-dimensional form, sound, hologram, or a combination of two or more of those elements, in order to distinguish the goods and/or services produced by a person or legal entity in the trade of goods and/or services."

A protected mark consists of a sign in the form of an image, logo, name, word, letter, numeral, or arrangement in two-dimensional and/or three-dimensional form, sound, hologram, or a combination of two or more of those elements, in order to distinguish the goods and/or services produced by a person or legal entity in the trade of goods and/or services. This provision is contained in Article 2 paragraph (3) of the UU Merek. Not all marks may be registered. There are conditions for registering a mark, set out in Article 20 of the UU Merek. A mark may not be registered if:

a. it conflicts with the state ideology, laws and regulations, morality, religion, decency, or public order;
b. it is identical with, related to, or merely names the goods and/or services for which registration is sought;
c. it contains an element that may mislead the public as to the origin, quality, type, size, kind, or intended use of the goods and/or services for which registration is sought, or constitutes the name of a protected plant variety for similar goods and/or services;
d. it contains information that does not correspond to the quality, benefit, or efficacy of the goods and/or services produced;
e. it has no distinctive character; and/or
f. it is a generic name and/or a symbol in the public domain.

Marks may be distinguished on the basis of their reputation or existence, among which are *normal marks* (merek biasa), *well known marks* (merek terkenal), and *famous marks* (Merek termahsyur). An ordinary mark is a mark that has been registered and circulates in society. A well-known mark, in particular, is defined as a mark that has a good and high reputation, that also enjoys wide expansion and is regarded as attractive by consumers, so that a product under the umbrella of such a mark will give rise to a a *familiar attachment* or familiar touch, and a *mythical context* or mythical bond, for all segments of society.

The influence of a mark, being so strong over consumers, gives rise to a demand for the protection of consumers. Consumer protection becomes one of the matters that are obligatory in order to protect consumers in sorting and purchasing products from unscrupulous producers and distributors who misuse marks so as to produce goods that do not conform to the expected quality. Such goods often look the same but are of different quality; if consumers are not discerning in assessing the product, they may be deceived and pay for the goods at a price equivalent to that of the genuine product.

Several trademark disputes that have occurred include the Hugo Boss trademark dispute. This case involved the German fashion brand "Hugo Boss" and a local mark owner who registered a similar mark for men's clothing products. Hugo Boss filed suit because the local mark was considered to plagiarize the name and logo in a way that confused consumers. Another example is the "Polo" dispute. Indonesia has a "Polo" mark that was registered earlier by PT Polo Ralph Lauren Indonesia, but a "Polo by Ralph Lauren" mark originating abroad subsequently emerged. Both parties claimed the mark on the basis of trade rights. Both of these examples illustrate that trademark matters can confuse and harm consumers. A consumer who intends to buy a genuine product bearing the Hugo Boss mark may be harmed by buying a local product that is not the genuine German fashion brand. The same applies to "Polo" products, because even if it is considered to possess distinctive value, a difference in logo or design is not sufficient if the mark name is very similar and falls within the same product category.

Consumers have the right to comfort, security, and safety in consuming goods and/or services. Consumers also have the right to choose goods and/or services and to obtain them in accordance with the exchange value and the conditions and guarantees promised. Furthermore, consumers have the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services. All of these consumer rights are closely related to the mark of a product. The mark of a product is the *image* of that product. It reflects the quality of a product. A mark must therefore represent a product honestly and without misleading, so that it does not harm consumers.

5. Consumer Dispute Resolution Relating to Trademarks in the Era of Digital Transformation

The digital era has fundamentally changed the way consumers interact with companies and brands. Electronic transactions have become a transaction model that is widely favored by society today, and this transaction model has characteristics that differ from the conventional transaction model, including a transactional reach that is not only local but also international (global). In China, for example, the presence of technology and the influence of the COVID-19 pandemic affected the pattern of consumer interaction with the food products they ordered. With the development of food processing technology in China, the improvement and widespread coverage of cold chain logistics facilities and equipment, as well as the push from the COVID-19 pandemic, Chinese consumers' demand for socialized restaurant dining shifted to non-contact online pre-made dish purchases for individual users. According to the data from the Ministry of Commerce's "2022 National Online New Year Goods Festival", the sales of pre-made dishes increased by 45.9% year over year. Data from Tmall's "Top Ten New Year Goods" showed that the sales of pre-made dishes had increased sixteen-fold year over year.

This change in consumer behavior patterns has affected the trading patterns of business actors. Business actors compete to provide various *online* sales facilities. The presence of the digital era has also stimulated the emergence of various new businesses offering a range of products through virtual channels. Various product brands have begun to appear. Business actors make various efforts to attract consumers through unique branding, not infrequently by riding on existing well-known marks. This condition is a negative indication of the presence of technology. Its impact is felt not only by the owners of existing and registered marks, but can also harm consumers.

Legal protection of well-known marks in the digital era faces unique challenges owing to the speed at which information spreads and the ease of imitation. To strengthen it, a multi-faceted approach is needed, involving various parties, from mark holders to law enforcement agencies. Strengthening regulation and effective law enforcement is the principal key. This is because consumers are the party affected by the mark, where product quality and fair pricing remain decisive factors in customer satisfaction. This condition requires attention in the effort to provide protection for consumers. Consumer protection in Indonesia affirms that consumer protection is a series of efforts that function to provide legal certainty in order to protect consumers. Discussion of consumer protection, therefore, refers to the guarantee and fulfillment of consumers' rights within the applicable legal framework.

In this digital era, the phenomenon of market manipulation has developed beyond its traditional understanding. It was initially conceptualized that market manipulation refers to how companies exploit consumers' cognitive weaknesses. However, with technological advancement, this form of manipulation has changed radically. The high level of this threat is triggered in part by the high level of activity in the buying and selling of consumer goods in Indonesia, where, from 2022 to early 2023, more than 178 million Indonesians purchased consumer goods over the internet, with the estimated total annual expenditure on consumer-goods purchases reaching US$55.97 billion.

The increase in buying and selling activity that has occurred is inseparable from the various product choices, bearing various marks, circulating in the market. Fisher and Reitzig, in Aurora A.C. Teixeira and Cátia Ferreira, argue that *Trademarks and geographical indications allow companies to develop products and services with consistent quality which cannot be produced by competitors imitating their distinctive marks (2001). For this reason, they can protect strong brands, forming a promotional advantage.* Various cases relating to consumer protection continue to occur in Indonesia. As many as 14 cosmetic products had their distribution permits revoked by the Food and Drug Supervisory Agency in connection with promotions containing misleading claims. The promotion of these products was also deemed inconsistent with norms of decency. Such conduct is likewise misleading and potentially harmful to consumers.

Not limited to misleading advertising, practices involving trademark disputes also constitute acts that harm consumers. The Hugo Boss trademark dispute, the Polo v. Polo Ralph Lauren trademark dispute, the Gudang Garam v. Gudang Baru trademark dispute, the Geprek Bensu trademark dispute (Ruben Onsu v. PT Ayam Geprek Benny Sujono), and the dispute between Unilever and Hardwood Private Limited are a series of trademark disputes that can mislead and harm consumers. This is because *trademark are signs that distinguish one competitor's products or services from those of others. They can be words, letters, numerals, drawings, shapes, pictures, or a combination of all these. Trademarks must be novel and precise and not mislead the consumer. Landes and Posner* as cited by Bin Yang et al., state that "*In the era of the customer-oriented economy, trademarks serve as an increasingly important class of intangible assets, creating real value for firms and thus promoting economic efficiency and growth". Trademark protection against unauthorized use of brands is a legitimate concern of a company, not only because of the effects at the level of consumers' minds, but also because of the impact over purchase decision, and, consequently, over the firm's cash flow and value.*

The demand for legal certainty for consumers is not limited to the capacity to protect consumers' rights; it also includes resolution when a consumer dispute arises, particularly one relating to trademarks. The UUPK governs the resolution of consumer disputes. Article 45 of the UUPK provides:

1. Every consumer who has suffered loss may sue the business actor through the institution tasked with resolving disputes between consumers and business actors, or through a court within the general judiciary.
2. Consumer dispute resolution may be pursued through the courts or out of court, based on the voluntary choice of the disputing parties.
3. Out-of-court dispute resolution as referred to in paragraph (2) does not eliminate criminal liability as provided for by law.
4. If out-of-court consumer dispute resolution has been chosen, a lawsuit through the courts may be pursued only if that effort is declared unsuccessful by one of the parties or by the disputing parties.

The provision above affirms that, in the effort to provide legal certainty regarding consumer disputes, the state is present to provide arrangements for dispute resolution by way of filing a lawsuit through the institution tasked with that function. Dispute resolution may be pursued through the courts or out of court. The parties are given the freedom to determine their choice for resolving the dispute in question, with the aim of obtaining the best resolution for the parties. Further, with respect to resolving consumer disputes occurring in the digital domain, the arrangements may be found in Law No. 11 of 2008, as amended by Law No. 19 of 2016 on Electronic Information and Transactions (hereinafter referred to as the UU ITE).

The UU ITE is present as a form of the state's responsibility in fulfilling its obligation to uphold the human rights of its citizens, namely by providing a guarantee of protection and legal certainty. This form of consumer protection is repressive in nature, because the substance of the UU ITE's provisions is grounded in criminal acts and carries sanctions of imprisonment and fines. Article 9 of the UU ITE governs complete and correct information regarding the producer's contract and the product offered. The clear and correct information referred to concerns information on identity, the legal status of the subject, its competence, and the conditions for the validity of the agreement, as well as a description of the goods and/or services offered, such as the name, address, and description of the goods/services. Protection for consumers in electronic transactions is also governed by Article 28 paragraph (1) of the UU ITE: "every Person who intentionally and without right disseminates false and misleading news that results in consumer loss in an Electronic Transaction."

Article 45A paragraph (1) affirms that any individual or entity meeting the elements of Article 28 paragraph (1) shall be punished with imprisonment of up to 6 years and a fine of up to Rp1,000,000,000 (one billion rupiah). The regulation of consumer protection in the UU ITE is divided into exhortation and enforcement. Exhortation is governed by Article 9, while enforcement is governed by Article 28 paragraph (1), with the criminal provisions set out in Article 45 paragraph (2). The provisions of the UU ITE govern dispute resolution by filing a lawsuit with the court, through arbitration, or through other alternative dispute-resolution institutions in accordance with the provisions of the laws and regulations.

In line with the UUPK and the UU ITE in the effort to provide protection to consumers, particularly in respect of trademarks, Article 20 of the UU Merek expressly sets out the conditions that render a mark ineligible for registration. Among others, these include a mark that contains an element capable of misleading the public as to the origin, quality, type, size, kind, or intended use of the goods and/or services for which registration is sought, or that constitutes the name of a protected plant variety for similar goods and/or services; and a mark that contains information not corresponding to the quality, benefit, or efficacy of the goods and/or services produced. This is closely related to the transparency of a mark toward consumers, so that consumers obtain accurate information about the product of their choice. *Brand transparency may be a precondition for consumers' perceptions of brand authenticity or brand attitude. Increased consumer scepticism might also heighten the saliency of brand transparency.*

The measures a mark holder may take to protect its mark, including protecting the interests of consumers, include filing a lawsuit over trademark infringement as provided for in Article 83 of the UU Merek. Such a lawsuit may be filed with the Commercial Court. Another legal remedy available for resolving a trademark dispute is to resolve the dispute through arbitration or alternative dispute resolution. This is provided for in Article 93 of the UU Merek.

The presence of the UU ITE strengthens efforts to provide protection for consumers, particularly in the era of digital transformation. The UUPK and the UU Merek are felt to be insufficient on their own to guarantee legal protection for consumers, especially in the digital era. The UU ITE becomes a bridge in resolving problems in the field of electronic information and transactions. Law that functions as the infrastructure of transformation must be able to work side by side with, and respond rapidly to, technological developments. Whereas technology was previously not treated as an element of law, the concept of law as Indonesia's transformation instead makes technology one of the principal non-juridical elements that must be taken into account in the formation and enforcement of law, alongside the factors of economics, society, culture, and *public policy*. In addition, law must also encompass the institutions for its enforcement and formation.

The dispute resolution provided for in the UUPK, the UU ITE, and the UU Merek is expected to serve as a means of addressing consumer protection issues relating to trademarks. *Establishing a complete legal system for intellectual property protection and strict law enforcement to protect the exclusive rights of creators of technological innovations within a certain period of time allows creators to obtain economic benefits and recover investments through transfer or production.*

The public, as consumers, must be aware of their rights as consumers and be more careful in determining a mark. *Hence, it is important for the marketers to choose brand elements carefully so that consumers' incidental exposure to these elements develop enduring effects on their cognition such as brand memory. First, a disproportionate emphasis on raising consumer awareness while also recognizing its limited capacity to enact change; second, a tendency to blame consumer culture focused on the supply of inexpensive products and services despite significant differences in the economic realities of targeted consumers; third, a neoliberal insistence on individualized solutions even when evoking collective action and citizen-oriented frames of action.*

6. Conclusion

Indonesia already has regulations concerning consumer protection in relation to trademarks. The presence of several such statutes constitutes a form of the state's responsibility toward its citizens. The statutes in question include the UUPK, the UU Merek, and the UU ITE. The UUPK serves to provide consumers with protection against violations of their rights, such as the dissemination of incorrect information contained in the mark of a purchased product. A mark is the *image* of a product. A mark is closely tied to the identity of a product, including the quality of the product. Incorrect information in a mark misleads and harms consumers. Problems with a mark, such as the absence of striking distinctiveness or similarity in the logo, can cause consumers to make the wrong choice. The presence of numerous marks that can be easily accessed by consumers in the digital era gives rise to the risk that consumers may be misled into choosing the wrong mark, and even harmed, because they purchase a product that does not match its quality. For the problem of consumer loss relating to trademarks, the UUPK and the UU Merek provide avenues of resolution. Resolution may be pursued through the courts or through other alternative dispute resolution. For consumer protection disputes arising in the digital domain, the UU ITE provides means of dispute resolution. The regulation of consumer protection in the UU ITE is divided into exhortation and enforcement. Exhortation is governed by Article 9, while enforcement is governed by Article 28 paragraph (1), with the criminal provisions set out in Article 45 paragraph (2).

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