



FRIENDLY CITY INTERNATIONAL CONFERENCE 5 UNIVERSITAS SUMATERA UTARA

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Ref. No: EGD 8614

Paper Title: Consumer protection in digital transactions in Medan

A) Please rate the manuscript using the following criteria:

*Please colour **BLUE** your score (1 = Weak; 5 = Excellent)*

No.	Description	Score (Circle)					Strengths or Reservations
1	Topic (Weightage: 3 %)						
a	Relevance to theme of Conference?	1	2	3	4	5	
2	Introduction (Weightage: 2 %)						
a	Research background explained?	1	2	3	4	5	
b	Research purpose explained?	1	2	3	4	5	
3	Literature Review (Weightage: 20 %)						
a	The use of previous theories and their evaluation demonstrated?	1	2	3	4	5	
b	Knowledge as the basis of research demonstrated?	1	2	3	4	5	
c	Proficiency in the presentation of information and bibliography demonstrated?	1	2	3	4	5	
d	Critical thinking and compact explanations of literature reviews demonstrated?	1	2	3	4	5	
e	Critical understanding of theories used demonstrated?	1	2	3	4	5	
4	Research Methodology (Weightage: 15%)						
a	Research Design (plans, structures and strategies)?	1	2	3	4	5	
b	Data Collecting	1	2	3	4	5	
c	Data Analysis	1	2	3	4	5	
5	Findings (Weightage: 15%)						
a	Study results objectively reviewed?	1	2	3	4	5	
6	Discussion & Analysis (Weightage: 20%)						
a	Interpretation or significance of study results reffered?	1	2	3	4	5	
b	Identified issues processed?	1	2	3	4	5	
c	Relation of study results to theories demonstrated?	1	2	3	4	5	
7	Conclusions & Recommendations (Weightage: 10%)						
a	Summary of the study findings.	1	2	3	4	5	
b	Relation of study findings to the purposes and study issues explained?	1	2	3	4	5	
c	Relation of findings to literature reviews explained?	1	2	3	4	5	



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8	Overall (Weightage: 15%)					
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b	Illustrations	1	2	3	4	5

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Does this paper seem consistent with the expectation for a published "Friendly City" proceeding with the theme "Enhancing Culture, Community and Environment"?		Y	
No.	Recommendation	Tick	Why?
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3	Not suitable for Conference		

D) Additional Comments

Please add additional comments if any.

- The introduction should contain a clear statement of what the manuscript is about, why it is relevant, the purposes, background of the study
- Provide an interpretation of your results and make comparisons with other studies. The significance of the findings should be clearly described. If your results differ from your expectations, explain why that may have happened.
- Include a pertinent literature review with explicit international connections for relevant ideas. Discuss the findings of published papers in the related field and highlight your contribution.
- The main conclusions of the study may be presented by connecting findings to theory and research question

Comments for the Author(s):

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DOCUMENT

EGD 8614_FP

SCORE

84 of 100

ISSUES FOUND IN THIS TEXT

131

PLAGIARISM

1%

Contextual Spelling

7

Misspelled Words

4 

Confused Words

3 

Grammar

1

Faulty Tense Sequence

1 

Punctuation

7

Punctuation in Compound/Complex Sentences

3 

Misuse of Semicolons, Quotation Marks, etc.

2 

Comma Misuse within Clauses

2 

Sentence Structure

6

Misplaced Words or Phrases

3 

Incomplete Sentences

2 

Faulty Parallelism

1 

Style

57

Passive Voice Misuse

27 

Wordy Sentences

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Inappropriate Colloquialisms

6 

Intricate Text

6 

Outdated Language

2 

Weak or Uncertain Language

2 

Vocabulary enhancement

53

Word Choice

53 

EGD 8614_FP

Consumer protection in digital transactions in Medan
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¹ Possibly miswritten word: *M L*

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Abstract. The availability and security of the internet are the factors in determining the prosperity of a city. Medan has a high number of internet users, with 994,000 of the 2.2 million population having access to it (2017 data). Medan ranks third in the five largest online shopper cities in Indonesia. Therefore, Medan is quite potential and competitive in conducting digital business activities, also known as e-commerce. Such potential must be secured² with the applicable law, especially³ protection for consumer law. This⁴ is legal research using a normative juridical method. Data was collected through a literature review and analyzed qualitatively. The results show that the government has already provided legal instruments in online transactions through Law No. 8 of 1999 concerning Consumer Protection (CP Law) and Law No. 11 of 2008 concerning Electronic Information and Transactions as amended by Law No. 19 of 2016 concerning Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions⁶ (EIT Law) and Government Regulation Number 82 of 2012 concerning Electronic System and Transaction Applications.⁵ With a large number of internet users and online shoppers in Medan, the government must improve information technology-based infrastructure and e-commerce traders. Digital transaction activities should also be supported by strengthening the internet network security.

² Passive voice

³ Overused word: *especially*

⁴ Unclear antecedent

⁵ Wordiness

⁶ Unoriginal text: 8 words
www.unodc.org/e4j/en/cybercrime/mo...

Introduction

The development of science and technology, especially information and⁷ communication technology, has created a borderless world. The technology has also changed the

character and behavior of the people. It is becoming easier for an individual to carry out transactions; one can simply ⁸ use a computer or even a phone to have his needs delivered to his doorstep. This ⁹ has made the internet to become the basic need for a large number of people.

Internet user behavior survey held in 42 cities in Indonesia by the Indonesian Internet Service Provider Association (IISPA) in 2016 showed that 98.6% of the population has ¹⁰ known the internet as a place for business transaction and 63.5% has conducted online transactions ¹¹ [1]. Of the 262 million people in Indonesia, there were 54.68% (around 143.26 million people) internet users in 2017. Based on the results of the 2017 survey conducted by an online shopping service provider, Medan is one of the five largest online shopper cities in Indonesia. Jakarta ranked first with 41.94%, followed by Surabaya (20.90%), Medan (7.76%), Bandung (7.72%), and Makassar (4.42%) [2]. According to Nielsen data in November 2017, the population of internet users in Medan was 994,000 of the 2.2 million population ¹² [3]. A large amount of internet users in Medan has created a competitive and potent environment for the digital industry.

There are many factors that attract ¹³ people to online transactions, such as the simple procedure of transactions ¹⁴, low costs, trust, and security in transactions. However, considering the constant advance of technology and the ease of access to the internet, fraudulent acts in online transactions ¹⁵ are also increasing. There are many online traders that make ¹⁶ profits from fraud.

From a legal perspective, it is only realized ¹⁷ that a transaction requires a document as written evidence when a problem occurs. A case that often occurs is a consumer that has paid the agreed sum of money only to receive items that are not in accordance with ¹⁸ the order or receiving them exceed the agreed date. Communication is also problematic; contact is often lost immediately after the consumer pays the agreed sum of money.

Compared to traders, consumers have greater ¹⁹ risks; their rights are very vulnerable. This ²⁰ is due to their very weak ²¹ bargaining position so that their rights are susceptible to violation. Through Law Number 8 of 1999

⁷ Unoriginal text: 9 words
studentshare.org/psychology/139951...

⁸ Vagueness

⁹ Unclear antecedent

¹⁰ [has → had]

¹¹ Repetitive word: *transactions*

¹² Repetitive word: *population*

¹³ Wordiness

¹⁴ Repetitive word: *transactions*

concerning Consumer Protection (CP Law), the Government has provided protection to ²² consumers by establishing consumer rights and producer obligations, including determining the number of restrictions on distributing goods and/or ²³ services that traders must adhere to to ²⁴.

Hence, what about the protection of consumers in e-commerce activities in the current digital industrial era, especially in Medan?

Method

This study uses the doctrinal law (normative legal) method ²⁵. In this method, literature is considered ²⁶ as the basic ²⁷ data which ²⁸ is classified ²⁹ as secondary data. This ³⁰ is normative juridical research that includes research on legal principles.

Results and discussion

3.1. Consumer protection

The word "consumer" or consument ³¹/konsument ³² (in Dutch) can simply ³³ be interpreted ³⁴ as the end-user of an item or service. According to CP Law, a consumer is any person who uses goods and/or ³⁵ services available in society for the sake of themselves, their family, other people, and other living beings but not for trading. The Consumer Protection Law defines consumers as end-users, namely individuals or entities, whether legal or non-legal entities, who use goods and/or ³⁶ services not ³⁷ for the purpose of being ³⁸ re-traded or to reproduce ³⁹ other goods ⁴⁰ and/or services. Traders are individuals or business entities that are legal or non-legal entities established and domiciled or conducted business activities in the legal territory of the Republic of Indonesia, both individually and jointly, through agreements of conducting ⁴¹ business activities in various economic sectors.

Consumer protection is any ⁴² effort that guarantees legal certainty to provide protection to ⁴³ consumers. Hopefully, consumer protection will negate the arbitrary actions and exploitations towards consumers in achieving the traders' own goals. Legal protection is regulated by law to prevent violations. In order to ⁴⁴ avoid violations ⁴⁵ that can harm the public, legal rules should be enforced to ensure that legal protection applies for a certain period of time ⁴⁶.

¹⁵ Repetitive word: *transactions*

¹⁶ Wordiness

¹⁷ Passive voice

¹⁸ [~~in accordance with~~ → **by**]

¹⁹ Overused word: *greater*

²⁰ Unclear antecedent

²¹ Weak adjective: *weak*

²² [~~provided protection to~~ → **protected**]

²³ [~~and/or~~ → **and**]

²⁴ Preposition at the end of a sentence

²⁵ Repetitive word: *method*

²⁶ Passive voice

²⁷ Overused word: *basic*

²⁸ [**, which**]

²⁹ Passive voice

³⁰ Unclear antecedent

³¹ [~~consument~~ → **consumer**]

³² [~~konsument~~ → **document**]

³³ Vagueness

³⁴ Passive voice

³⁵

Therefore, legal protection is related to law enforcement; the success of law enforcement will provide legal protection for society. It can also be argued ⁴⁷ that legal protection is related ⁴⁸ to the actions of the state to (enforcing state law exclusively) provide assurance of ⁴⁹ the rights for a person or a group of people [4].

3.2. Consumer protection in digital transactions

Conceptually, the digital transactions ⁵⁰ are e-commerce transactions which can be defined ⁵¹ as forms or ways of a transaction ⁵² without using paper but rather ⁵³ using electronics or the internet. From an economic perspective, digital transactions ⁵⁴ or e-commerce can be interpreted ⁵⁵ as a modern business methodology that seeks to meet the organizational needs of traders and consumers to reduce costs, improve the quality of goods and services, and increase the speed of deliveries.

To fulfill the need for e-commerce international ⁵⁶ laws, the UN General Assembly validated the UNCITRAL Model Law on Electronic Commerce 1996 (MLEC) through Resolution 51/162 on 16 December 1996. MLEC was formed as a basic rule to regulate the validity, recognition, and the effects of electronic messaging based on computer use in commerce. Furthermore, Indonesia applied Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law) and Government Regulation Number 82 of 2012 concerning Electronic System and Transaction Applications (GR No. 82 of 2012). The regulation states that electronic transactions are legal actions carried out by using computers, computer networks, and/or ⁵⁷ other electronic media.

Given the vulnerability of the rights and interests of consumers in e-commerce, legal protection must be provided ⁵⁸ for consumers. This protection, besides being regulated in CP Law ⁵⁹, is also specifically ⁶⁰ regulated ⁶¹ and stipulated in the EIT Law and GR No. 82 of 2012. In fact, ⁶² every electronic transaction is contained ⁶³ in an electronic contract; an electronic agreement between the

[and/or → and]

³⁶ [and/or → and]

³⁷ [, not]

³⁸ [for the purpose of being → to be]

³⁹ Faulty parallelism

⁴⁰ Repetitive word: goods

⁴¹ Repetitive word: conducting

⁴² Possibly confused word

⁴³ [provide protection to → protect]

⁴⁴ [In order to → To]

⁴⁵ Repetitive word: violations

⁴⁶ [period of time → period]

⁴⁷ Passive voice

⁴⁸ Repetitive word: related

⁴⁹ [provide assurance of → assure]

⁵⁰ Repetitive word: transactions

⁵¹ Passive voice

⁵² Repetitive word: transaction

⁵³ Overused word: rather

⁵⁴ Repetitive word: transactions

⁵⁵ Passive voice

parties ⁶⁴. Electronic transactions outlined in electronic contracts bind involved parties (Article 18 of the EIT Law). Article 1338 of the Civil Code states that an electronic contract ⁶⁵ has the same binding power as the law for the parties involved.

⁵⁶
Incorrect word order

Article 20 of the EIT Law determines that an electronic transaction is deemed to have occurred when the offer of the transaction ⁶⁷ has been sent by the sender ⁶⁶, received, and approved through an electronic statement by the recipient. In this condition, the acceptance ⁶⁸ theory is adopted ⁶⁹. The Elucidation of Article 20 explains that electronic transactions occur when an agreement between the parties is reached ⁷⁰ in the form of data checking, identity, personal identification number (PIN) or password. The provisions in Article 20 and the aforementioned explanations ⁷¹ have stated that an electronic contract is a type of a consensual agreement that is subjected ⁷² to the principle of consensualism ⁷³. More explicitly, applying the principle ⁷⁴ of consensualism ⁷⁵ in electronic contracts has been stipulated in Article 50 GR No. 82 of 2012 by determining that an electronic transaction occurs when the involved parties have reached an agreement. An agreement is reached ^{77 76} when a transaction offer sent by the sender has been received and approved by the recipient of the electronic system user.

⁵⁷
[and/or → and]

The Elucidation of Article 50 states that accepting an agreement is conducted through an electronic click approval by the user of the electronic ⁷⁸ system. Thus, legal protection starts from the time of electronic ⁷⁹ approval ⁸⁰. Electronic transactions occur when an agreement is reached ⁸¹ by the parties, or "when the offer has been received and approved by the recipient". ⁸² Based on this provision, which is also regulated ⁸³ in the Civil Code, the basis of electronic transactions is an agreement. Protection of e-consumers takes effect from the time the agreement ⁸⁴ is stated ⁸⁵, namely when an agreement between the consumer and the trader starts [5].

⁵⁸
Passive voice
⁵⁹
Misplaced subordinate clause
⁶⁰
Overused word: *specifically*
⁶¹
Repetitive word: *regulated*
⁶²
[In fact,]
⁶³
Passive voice
⁶⁴
Sentence fragment

Specifically ⁸⁶, Article 47 GR No. 82 of 2012 has stipulated a condition of a valid electronic contract, which says there should be: (a) an agreement between the parties, (b) eligible legal subjects, and (c) a certain ⁸⁷ thing the parties

⁶⁵
Repetitive word: *contract*

⁶⁶
⁶⁷

agreed upon.

The object of a transaction must not conflict with the legislation, ethics, and public order. The aforementioned Article 88 47 is a further elaboration of Article 1320 of the Civil Code which regulates the legal requirements of a valid agreement, namely the agreed terms and conditions, eligible parties to act in law, a certain 89 thing the parties agreed upon, and a reasonable 90 lawful cause.

Determining an eligible 91 party for an electronic transaction may be an obstacle since the parties do not meet in person. For this reason, the traders should require a minimum age limit of consumers. If a party is not eligible for an electronic transaction and 92 at any point, there is a party that feels disadvantaged, then 93 he can request to cancel the agreement [6].

Consumer right protection and trader obligations as stipulated in CP Law Article 4 and Article 7 and in 94 Article 46 GR No. 82 of 2012 should be considered 95 when making an electronic transaction. The regulations and law state that electronic transactions should always be based 96 on good intention, the principle of prudence, transparency, accountability, and appropriateness.

Article 48 GR No. 82 of 2012 stipulates that electronic contracts made in standard clauses must be in accordance with 97 the provisions concerning standard clauses 98 as regulated in the legislation. The Elucidation of Article 48 states that the legislation 99 is Law No. 8 of 1999 concerning Consumer Protection as regulated in Article 18 stipulating that in offering goods/services, traders are prohibited 100 from creating or specifying standard clauses in any form of document and/or 101 agreement.

Traders are prohibited 102 from presenting standard clauses that are difficult to be seen or read, or difficult to understand. Presenting 103 clear 104 and understandable clauses 105 can protect the consumer rights on transparency and the right to information and becomes an obligation of the business actors as stipulated in GR No. 82 of 2012.

Civilly, the legal protection to consumers in digital transactions is the material provisions regarding default or broken promises that give rights to the aggrieved party, in this case, the consumers, to sue the trader for: 106 (a)

Repetitive word: *transaction*

68 Possibly confused word
69 Passive voice

70 Passive voice

71 Possibly unclear or archaic wording

72 Passive voice

73 [~~consensualism~~ → consensual]

74 Repetitive word: *principle*

75 [~~consensualism~~ → consensual]

76 Passive voice

77 Repetitive word: *reached*

78 Repetitive word: *electronic*

79 Repetitive word: *electronic*

80 Repetitive word: *approval*

81 Passive voice

82 [~~^~~ → ."]

83 Passive voice

84 Repetitive word: *agreement*

85 Passive voice

86 Overused word: *Specifically*

87 Overused word: *certain*

canceling the agreement, (b) fulfilling the agreement¹⁰⁷, (c) a compensation, (d) cancelling the agreement¹⁰⁸ plus a compensation¹⁰⁹, (e) fulfilling the agreement¹¹⁰ plus a compensation¹¹¹. In addition¹¹², the provisions of illegal acts in Article 1365 of the Civil Code in connection with Arrest HR of 31 January 1919 can also be used to protect the rights and interests of consumers in digital transactions or e-commerce.

Criminally, EIT Law has regulated and stipulated special^{114 113} criminal offenses relating to electronic transactions as regulated¹¹⁵ in Chapter XI Article 45 to Article 52 with a penalty ranging from 6 (six) to 10 (ten) years in jail [7].

Legal protection to consumers in electronic transactions can be done¹¹⁶ by filing a default lawsuit, on the grounds that¹¹⁷ the trader has not fulfilled their legal obligations in electronic contracts. The failure to fulfill the obligation¹¹⁸ means that there has been a violation of rights for the other party (the consumer) which has a legal consequence of causing losses. Article 38 and Article 39 of the EIT Law and Article 23 of CP Law have provided legal protection for people suffering losses¹¹⁹ in e-commerce activities. Moreover, CP Law Article 4 letter (e) has defined the consumer rights covering the right to obtain advocacy, protection, and a proper resolution on consumer disputes [8].

The high economic growth and a large number of internet users in Medan create highly potential e-commerce activities. Consumers and traders are greatly assisted by the e-commerce facilities¹²⁰ because it saves time, provides choices, and is more informative. The high consumer trust in the online payment system and e-commerce activities in Medan should be able to reduce the potential for disputes in the future.

However, an unpredictable¹²¹ amount of disputes may arise in the future. One way to prevent these disputes is for the government to optimize related agencies, such as the Consumer Dispute Settlement Agency (CDSA) as stated in Law No. 8 of 1999 in handling the disputes. The CDSA, as one of the Medan Government agencies, must be able to resolve any types of online disputes arising from e-

88 [aforementioned Article → Article above]

89 Overused word: *certain*

90 [reasonable,]

91 Unusual word pair

92 [, and]

93 [, then → ; then]

94 [in]

95 Passive voice

96 Passive voice

97 [in accordance with → by]

98 Repetitive word: *clauses*

99 Repetitive word: *legislation*

100 Passive voice

101 [and/or → and]

102 Passive voice

103 Repetitive word: *Presenting*
104

commerce activities. This ¹²² can be conducted ¹²³ by increasing the capacity building of CDSA personnel to be more familiar with e-commerce activity.

¹⁰⁵ Overused word: *clear*
Repetitive word: *clauses*

Conclusion

In e-commerce transactions, consumers have a very weak ¹²⁴ bargaining position and greater ¹²⁵ risks than traders. The importance of legal protection for consumers is generally based ¹²⁶ on actuality and urgency consideration. The legal ¹²⁷ regulations to protect consumers in current e-commerce transactions are CP Law, EIT Law, and GR No. 18 of 2012. The three legal instruments aimed at creating legal certainty in business transactions and protecting consumers of e-commerce transactions.

¹⁰⁶ [for:]
¹⁰⁷ Repetitive word: *agreement*
¹⁰⁸ Repetitive word: *agreement*
¹⁰⁹ Repetitive word: *compensation*
¹¹⁰ Repetitive word: *agreement*
¹¹¹ Repetitive word: *compensation*
¹¹² [In addition → Also]

Currently, micro, small, and medium enterprises (MSMEs) are the pillars supporting the economic growth of Indonesia, including Medan. Online-based MSMEs enable business owners to directly sell their products to consumers, which in turn generate faster and bigger profits. In that very competitive condition, certain ¹²⁸ abilities and skills are essentially ¹³⁰ required ¹²⁹. Furthermore, the network security system should also be strengthened to create secure and practical digital transactions. Finally, the Government of Medan should foster the Consumer Dispute Settlement Agency to specifically ¹³² handle online business disputes ¹³¹.

¹¹³ Overused word: *special*
¹¹⁴ Unusual word pair
¹¹⁵ Repetitive word: *regulated*

¹¹⁶ Passive voice
¹¹⁷ [on the grounds that → because]

¹¹⁸ Repetitive word: *obligation*

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Survey Report on the Last Three Years from priceza.co.id, retrieved on May 27, 2019. ¹³³

¹¹⁹ Repetitive word: *losses*

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¹²⁰

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Passive voice

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121 Unusual word pair

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122 Unclear antecedent
123 Passive voice

124 Weak adjective: *weak*

125 Overused word: *greater*

126 Passive voice

127 Repetitive word: *legal*

128 Overused word: *certain*

129 Passive voice

130 Overused word: *essentially*

131

Split infinitive

132

Overused word: *specifically*

133

Sentence fragment



FRIENDLY CITY INTERNATIONAL CONFERENCE 5

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