Educational Administration: Theory and Practice

2024, 30(5), 911 - 917 ISSN: 2148-2403 https://kuey.net/

Research Article



Legal Protection For E-Commerce Consumers Who Receive Products That Do Not Comply With What Was Agreed

Elli Ruslina1*

¹Faculty of Law, Universitas Pasundan, Bandung, Indonesia, Email: elli.ruslina@unpas.ac.id, https://orcid.org/0000-0003-4908-1449

Citation: Elli Ruslina, (2024), Legal Protection For E-Commerce Consumers Who Receive Products That Do Not Comply With What Was Agreed, *Educational Administration: Theory And Practice*, 30(5), 911 - 917
Doi: 10.53555/kuey.v30i5.2989

ARTICLE INFO ABSTRACT

Trading activities in society are growing rapidly. One of the reasons for this is the development of internet-based technology. This phenomenon is becoming increasingly relevant with the rapid growth of electronic commerce and the increase in online transactions. This research aims to analyze the legal protection provided to E-Commerce consumers who experience a discrepancy between the product received and what was promised in the transaction. This research uses a normative and empirical legal approach by analyzing legal regulations governing consumer protection in the context of E-Commerce. The research results show that e-commerce has become an inseparable part of the modern business world, with contracts as the main basis for online transactions. Law Number 8 of 1999 concerning Consumer Protection provides a strong legal basis for protecting consumers, with rights such as selection of goods/services, correct information, and compensation if goods/services are not suitable. Article 62 paragraph (1) of the Consumer Protection Law provides strict criminal sanctions for violations. The ITE Law and PP PSTE are the relevant legal foundations in e-commerce, ensuring valid electronic contracts. Synergy between legal foundations, business ethics and consumer awareness is needed to create a safe and trustworthy e-commerce environment.

Keywords: Legal Protection, Consumers, E-Commerce, Consumer protection law (UUPK), Electronic Information and Transactions Law (UU ITE).

A. INTRODUCTION

The rapid development in people's trading activities can be seen as the result of the deep transformation that has occurred in the global economy, especially along with advances in technology, especially internet-based technology (Hanim, 2011). This phenomenon has brought the world into a new era known as the digital economy, where the internet plays a central role in facilitating various economic activities. One of the most striking manifestations is the significant increase in electronic commerce (e-commerce) (Devi & Simarsoit, 2020). This transaction medium is becoming increasingly important in the world of commerce, connecting buyers and sellers efficiently through online platforms.

In the e-commerce ecosystem, there are four key components that form the foundation of successful online transactions. First, the role of the shop or marketplace as a place where interaction between sellers and buyers occurs (Lukito, 2017). Online stores provide a virtual platform that allows sellers to offer their products or services, while buyers can browse and make purchases with comfort from anywhere (Solikhin, 2023).

Then, the roles of sellers and buyers become essential elements in the transaction process. Sellers are responsible for presenting product information clearly, providing good customer service, and ensuring the quality of the products or services offered (Seran, 2014). On the other hand, buyers have an important role in selecting, purchasing, and providing feedback on their experiences, building the reputation of online stores and the products they buy (Satriana, 2016).

Payment gateway, or payment gateway, is the third crucial component in the e-commerce ecosystem. It functions as an intermediary for the online payment process, ensuring that financial transactions between sellers and buyers are safe and efficient (Halim, 2016). Payment gateways provide various payment options,

including credit cards, bank transfers, and other digital payment methods. Finally, delivery services are the fourth component that is inseparable in e-commerce transactions. After the purchase transaction is complete, the delivery service plays a role in delivering the product from the seller to the buyer. The speed, accuracy and reliability of delivery services greatly influences the consumer experience and the overall success of the transaction (Hasan & Afifah, 2023).

With the rise of economic activities that utilize the internet, electronic commerce has become a main pillar in this transformation. E-commerce provides easy accessibility and flexibility for business people and consumers (Anjani & Santoso, 2018). Sellers can reach global markets without geographic restrictions, while consumers can carry out transactions anytime and anywhere. The existence of this technology also opens up opportunities for small and medium businesses to compete more fairly in the global market (Hotana, 2018).

However, the development of the digital economy also raises a number of challenges, such as the security of online transactions, protection of personal data, and unequal access to technology (Baiq, 2021). Therefore, increased understanding and appropriate regulations are needed to maintain sustainable digital economic growth, while still paying attention to security and privacy aspects. Overall, this phenomenon changes the trade landscape and has a significant impact on the way people participate in economic activities (Firdaus, 2020).

Trade driven by advanced technology, such as e-commerce, has undergone a profound transformation of conventional trade patterns. Interactions that previously occurred directly between consumers and companies have now shifted to indirect interactions through online platforms (Muttaqin, 2011). E-commerce is not only a tool for transactions, but has also reformed the classic business paradigm by developing new interaction models between producers and consumers in the virtual realm (Saragih & Bagaskara, 2023).

This interaction model covers the entire trade cycle, from the purchasing stage, product inspection, to the delivery process. One of the crucial innovations in e-commerce is the use of electronic signing (Sari, 2022). The trading system used in e-commerce is designed to enable this electronic signing, which includes the process from signature at the time of purchase to verification during inspection and delivery of goods (Akhmaddhian & Agustiwi, 2016).

The negative impact of e-commerce can provide detrimental experiences for consumers, especially related to differences between the products ordered and the products received (Zulaeha, 2017). Product suitability, whether in terms of color, size or quality, often does not match the description offered on the platform, causing consumer disappointment and dissatisfaction. Events such as unmet delivery schedules or delivery delays can also damage consumer trust, affecting the quality of the online shopping experience (Mantri, 2007).

In addition, complicated return procedures can cause additional inconvenience, increasing the level of frustration for consumers who are trying to return goods according to their expectations (Rusmawati, 2013). To overcome this negative impact, it is necessary to continue to increase transparency, better inventory management, and an effective customer support system in the e-commerce ecosystem (Rahman et al, 2023). This research aims to investigate the effectiveness of legal protection for e-commerce consumers who receive products that do not match what was promised. By focusing on an in-depth review of existing legal instruments, this research will evaluate the extent to which the law can protect consumer rights and interests in the context of e-commerce transactions, especially in relation to product non-conformance. The aim is to provide a basis for improvements or improvements in the existing legal framework. The benefits of this research include contributing to advancing consumer protection in e-commerce transactions, providing guidance to business actors and regulators, and becoming a reference source for further research in the domain of consumer protection and e-commerce law.

B. METHOD

This research uses a normative legal approach. This approach is used to accommodate legal materials and other supporting documents (Irianto, 2017). Through this approach, this research describes E-Commerce Consumers who receive products that do not match what was promised. This paper reviews the literature and examines public documents and regulations related to personal information in Indonesia. To provide a complete picture, we analyzed e-commerce sites in Indonesia and e-commerce terms and conditions to find out their position in privacy policies. The literature review was carried out by examining relevant printed and electronic documents, including primary legal materials, namely various regulations related to consumer protection in e-commerce. The legal materials used as reference include, among others

- 1.Criminal Code;
- 2. Law Number 8 of 1999 concerning Consumer Protection:
- 3. 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:
- 4. Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions .

C. RESULTS AND DISCUSSION

E-commerce can generally be interpreted as a form of trade or commerce transactions for goods and services carried out electronically via an online connection, known as the internet. These commercial activities have become an integral part of the modern business world. The use of the internet as the main media in e-commerce is chosen by many people today because of the various conveniences provided by the internet network (Wulandari, 2018). First, the internet functions as a very large public network, similar to other electronic public networks, which offers advantages such as affordable costs, high access speeds, and ease of connection. Second, the choice to use electronic data as a medium for storing messages or information provides advantages in sending and receiving information efficiently and quickly. This allows the transmission of data in various formats, both in the form of electronic, analog and digital data, enriching the communication and transaction experience in the scope of e-commerce (Azrika & Sulubara, 202).

As in conventional trade, contracts are the main legal basis for carrying out e-commerce transactions, including business interactions between companies (business to business) and between companies and consumers (business to consumer). In the context of online transactions, contracts take on certain variations, including several forms such as contracts for the development and management of electronic networks (website design and development contracts), contracts that occur via chat and video conference, contracts for procuring payment by credit card, and contracts via email (Pramono & Kurniati, 2023). Electronic network development and management contracts concern the creation and management of websites, while chat and video conference contracts indicate a trend in using online communication media to form business agreements. Contracts procuring payment by credit card reflect payment methods commonly used in e-commerce transactions, while contracts via email indicate the use of electronic communication channels to form business agreements (Putri & Budiana, 2018).

Unfortunately, the practice of e-commerce, which is currently experiencing rapid growth, is not always accompanied by the development of a legal basis that specifically regulates its aspects, so that legal certainty becomes a challenge (Amajihono, 2022). One aspect of this is protection of consumers, especially in terms of the products they receive. Law Number 8 of 1999 concerning Consumer Protection (UUPK) article 4 identifies several fundamental consumer rights, creating a strong foundation for consumer protection and welfare. First of all, consumers have the right to choose goods and/or services and obtain them in accordance with the exchange value, conditions and guarantees promised. This right emphasizes the principle of consumer freedom in choosing the product or service that best suits their needs and preferences, while demanding transparency and quality from the seller or service provider (Setyawati et al, 2017).

Second, the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services is a crucial aspect in providing consumers with sufficient knowledge to make informed decisions (Disemadi & Regent, 2021). By ensuring consumers are provided with accurate and complete information, this right contributes to the creation of a fair market and mutual trust between consumers and businesses. Furthermore, the right to receive compensation, compensation and/or replacement if goods and/or services do not comply with the agreement or are not as they should be, shows the need for accountability on the part of the seller or service provider (Halim, 2023). This right provides a guarantee that consumers have the means to obtain adequate replacement or compensation if they experience dissatisfaction or loss due to products or services that do not meet the promised standards (Winter, 2013).

In the UUPK, receiving a product that does not conform to what was promised is a violation of consumer rights, and this is strictly regulated in Article 8 paragraph (1) of the UUPK. This article validates the prohibition on business actors from producing and/or trading goods and/or services that do not comply with the promises stated in labels, labels, information, advertisements, or sales promotions for said goods and/or services. Therefore, a discrepancy between the specifications of the goods received and the goods stated in the advertisement or photo of the offer of goods is considered a violation and violates trade rules. This prohibition emphasizes the importance of honesty and accuracy in business practices, emphasizing that consumers have the right to receive products according to what is promised in various forms of promotion or information provided by business actors. A discrepancy between the promised product and the product received by consumers can have a negative impact, both in terms of consumer trust and consumer welfare. Therefore, Article 8 paragraph (1) UUPK not only provides a legal basis for consumer protection, but also encourages more ethical and accountable business practices in supporting consumer interests in e-commerce transactions.

As a consumer, the right to obtain compensation, compensation and/or replacement in line with Article 4 letter h UUPK provides important guarantees in every trade transaction. This right explains that if the goods and/or services received do not comply with the agreement or do not meet the expected standards, consumers have the right to obtain these forms of protection. This provides legal certainty to consumers that they will not be harmed or left without a solution if they experience dissatisfaction in consumer transactions.

On the other hand, business actors are required to provide compensation, compensation and/or replacement if the goods and/or services received or utilized by consumers do not comply with the agreement. This obligation reflects the ethical and legal responsibility of business actors to provide products or services in accordance with the standards and promises announced in the transaction process. With this provision, business actors are expected to commit to providing satisfaction to consumers, encouraging fair, transparent and responsible business practices. Overall, fair and mutually beneficial interactions between consumers and

business actors are the basis strengthened by Article 4 letter h of the PK Law, ensuring continued trust and integrity in the trade ecosystem.

Article 62 paragraph (1) of the Consumer Protection Law provides a firm legal basis for business actors who violate the prohibition on trading goods and/or services that do not comply with the promises announced in labels, labels, information, advertisements or promotions. This violation can result in significant criminal consequences, with a maximum prison sentence of 5 years or a fine of up to IDR 2 billion. This shows the serious legal consequences that must be faced by business actors who violate the trade rules regulated in the Consumer Protection Law.

The criminal penalties that apply in Article 62 paragraph (1) aim to provide a deterrent effect and remind business actors of the importance of compliance with consumer protection provisions. This step also sends a signal that the state places consumer protection as a priority, and violations of consumer rights will be dealt with seriously. Thus, Article 62 paragraph (1) becomes an effective legal instrument for maintaining market integrity and providing adequate protection for consumers, upholding the principles of justice and sustainability in the trading system.

Even though buying and selling transactions are carried out online, their legality is still recognized and regulated by relevant legislation, such as Law Number 11 of 2008 concerning Information and Electronic Transactions (UUITE), which has been amended through Law Number 19 of 2016. Apart from that, Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions (PP PSTE) also provides an important legal basis for regulating electronic transactions.

According to these provisions, online buying and selling transactions are still considered electronic transactions that can be accounted for. Consent to purchase goods online, which is often manifested in the form of a click of approval or "agree" during a transaction, is recognized as an act of acceptance indicating the consumer's agreement to the agreement in an electronic transaction. These legal steps provide clarity and legal certainty for businesses and consumers in the e-commerce ecosystem. Electronic approval mechanisms provide a legal basis for carrying out online transactions, promote the development of digital commerce and provide the legal basis necessary to engage parties safely and reliably in the digital environment

An electronic contract is considered valid if it meets the following four main criteria:

- **1. Agreement of the Parties:** Electronic contracts must be made based on an agreement between the parties involved. In this context, agreements can be formed through actions such as clicks of approval, electronic signatures, or other forms of agreement that clearly indicate agreement by each party to the terms and conditions of the contract.
- 2. Competent or Authorized Legal Subject: Electronic contracts must be executed by competent or authorized legal subjects in accordance with the provisions of statutory regulations. This means that the parties involved in the contract must have the legal capacity to make an agreement. This may include individuals who have reached the age of majority, legal entities, or authorized representatives who have the authority to act on behalf of another party.
- **3. Happens to Specific Things:** Electronic contracts must be related to certain things, which means there is a specific purpose or object of the transaction. This includes determining the specific goods, services or rights that are the object of the agreement between the parties.
- 4. Not in conflict with laws and regulations, morality and public order: The transaction object in an electronic contract must not conflict with applicable laws and regulations, principles of decency and public order. This ensures that the contract does not involve illegal activities or violate ethical norms and policies established by law.

From this description, legal protection for consumers, especially in the context of problems where goods received are not in accordance with what was promised, can rely on legal instruments contained in Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) and Government Regulation Number 71 2019 concerning Implementation of Electronic Systems and Transactions (PP PSTE) as the relevant legal basis. The ITE Law provides a broad legal framework related to electronic transactions, involving various aspects including e-commerce. In the event that the goods received do not match those promised, consumers can refer to the provisions of the ITE Law which prohibit fraudulent practices or misuse of information in electronic transactions. Business actors involved in this kind of practice may be subject to criminal sanctions in accordance with the ITE Law.

PP PSTE further regulates the implementation of electronic systems and transactions, providing more detailed and technical guidance regarding electronic transaction procedures that are safe and in accordance with legal regulations. In the case of goods that do not comply with what was agreed, PP PSTE provides a legal basis that supports consumer protection, including electronic dispute resolution procedures that can be accessed by consumers who feel disadvantaged. By utilizing the ITE Law and PP PSTE as a legal basis, consumers have the instruments to enforce their rights and seek resolution in cases where the goods received do not comply with the agreement. This instrument supports the creation of an online business environment that is fair, transparent and provides legal certainty for all parties involved.

In an effort to safeguard consumer rights, business actors have a responsibility to provide a reasonable time limit for consumers to return goods that do not conform to what was agreed or have hidden defects. This obligation is in line with consumer protection principles which emphasize transparency and fairness in every

transaction. By providing a clear time limit, business actors give consumers the opportunity to check, return the product, and get a resolution to the non-conformity.

Meanwhile, if the goods received do not match the photo in the advertisement, consumers have the right to take legal action by suing the seller civilly for alleged breach of contract. Default occurs when the seller does not fulfill his obligations according to the agreement or does not provide performance that meets consumer expectations. Civil lawsuits provide legal solutions for consumers who feel disadvantaged due to the difference between the visual presentation in the advertisement and the reality of the product they receive. Thus, these legal principles create a framework that empowers consumers to protect their rights and obtain fair compensation in the context of online buying and selling transactions.

According to R. Subekti, breach of contract is negligence or negligence which can take the form of 4 types of conditions, namely First of all, breach of contract can occur when one of the parties does not do what he has agreed to do. This includes situations where the contracting party does not fulfill its obligations or responsibilities according to the contents of the agreement. For example, if the seller does not deliver the goods according to the time agreed in the contract, then this can be considered negligence which causes breach of contract.

Second, default can also occur when the contracting party carries out what he promised, but not as promised. For example, if the seller delivers goods of a different quality or specification than what was promised in the contract, this could be considered a breach of contract.

Next, involving the third condition, default occurs when the contracting party does what he promised but is late. Delays in fulfilling contractual obligations can harm other parties who expect timely compliance. For example, late delivery of goods or services could be a form of breach of contract.

Lastly, breach of contract can occur if one of the parties does something that according to the agreement he should not have done. This includes violations of agreed provisions or prohibitions. For example, if a seller discloses confidential information or releases a new product that should not be done without approval, then this could be considered a breach of contract.

In a civil context, when one of the four conditions of breach of contract occurs, consumers have the right to sue the online seller. For example, if the goods received do not match the specifications stated on the home page or website display, this can be considered a default. Consumers can take civil legal action to claim compensation, refunds, or contract resolution, depending on the nature and severity of the default that occurred. These rights provide consumers with strong legal protection to ensure that they receive products or services as promised. Meanwhile, in situations where business actors or sellers are involved in fraud, such as using fake identities or committing deception in online buying and selling, criminal legal action can be applied. Article 378 of the Criminal Code jo. Article 28 paragraph (1) of the ITE Law provides the legal basis for prosecuting business actors involved in online fraudulent activities. In this case, punishment can include sanctions in the form of imprisonment, fines, or a combination of both. This aims to provide a deterrent effect and emphasize that fraudulent practices in online buying and selling will not be tolerated by law.

However, to determine whether someone violates Article 28 paragraph (1) of the ITE Law or not, there are several implementation guidelines that must be considered as follows.

- a. The criminal offense in Article 28 paragraph (1) of the ITE Law is not a criminal offense for the act of spreading false news (hoax) in general, but rather the act of spreading false news in the context of electronic transactions such as online trade transactions;
- b. Fake news or information is sent through messaging application services, online broadcasting, sites/social media, marketplaces, advertisements, and/or other transaction services via electronic systems;
- The form of electronic transaction can be in the form of an agreement between a business actor/seller and a consumer or buyer;
- d. Article 28 paragraph (1) of the ITE Law cannot be imposed on parties who default and/or experience *force majeure*;
- e. Article 28 paragraph (1) of the ITE Law is a material offense, so consumer losses as a result of fake news must be calculated and their value determined;
- f. The definition of "consumer" in Article 28 paragraph (1) of the ITE Law refers to the Consumer Protection Law.

The main principle in online transactions in Indonesia still refers to the aspect of trust or trust in both parties, both seller and buyer. Even so, attention to the security of online transaction infrastructure, such as the validity of seller/buyer identities, the security of payment channels via payment gateways, as well as the security and reliability of electronic commerce websites, is still not the main focus, especially in small to medium scale transactions with nominal values that are not too big. Transactions involving social networks, online communities, online shops, or blogs often do not receive adequate protection and monitoring. An indication of the lack of attention to the security of online transactions is reflected in the increase in reports of fraud complaints via internet and telecommunications media. The police and investigators from the Ministry of Communications and Information Technology received various complaints regarding online crimes that harm consumers. Therefore, it is important for consumers to be more selective and careful in making online transactions. Legal protection for consumers needs to be prioritized, and transaction security aspects must be

the main consideration when carrying out online buying and selling activities. In this way, an e-commerce environment that is safer, more reliable and profitable for all parties involved can be created.

D. CONCLUSION

E-commerce, as a form of electronic commerce, has become an integral phenomenon in the modern business world. Contracts remain the main pillar in carrying out e-commerce transactions, including website development, interaction via chat and video conference, as well as payment by credit card. Consumer protection in this context is regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK), providing rights such as selection of goods/services, correct information, and compensation if goods/services are not suitable. Strict criminal penalties, as regulated in Article 62 paragraph (1) of the Consumer Protection Law, are the basis for dealing with violations. The legal basis related to e-commerce is found in Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions (PP PSTE). Electronic contracts are considered valid if they meet certain criteria. Legal protection for consumers in online transactions depends on the ITE Law and PP PSTE instruments, which give the right to sue the seller if the goods do not match the promise. The security of online transaction infrastructure and consumer safety are important concerns, emphasizing the need for caution and selectivity in carrying out e-commerce activities. Synergy between legal foundations, business ethics and consumer awareness is needed to create a safe and trustworthy e-commerce environment.

REFERENCES

- 1. Akhmaddhian, S., & Agustiwi, A. (2016). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Secara Elektronik Di Indonesia. UNIFIKASI: Jurnal Ilmu Hukum, 3(2), 40-60.
- 2. Amajihono, K. D. (2022). Kekuatan Hukum Kontrak Elektronik. Jurnal Panah Keadilan, 1(2), 128-139.
- 3. Anjani, M. R., & Santoso, B. (2018). Urgensi Rekonstruksi Hukum E-Commerce Di Indonesia. Law Reform, 14(1), 89-103.
- 4. Azrica, H., & Sulubara, S. M. (2023). Legalitas Transaksi E Commerce Dalam Platfortm Shopee Ditinjau Dalam Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek), Undang-Undang Nomor: 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Persfektif Fiqih Muamalah. Hakim, 1(3), 296-318.
- 5. Baiq, P. A. (2021). Perlindungan Hukum terhadap Data Pribadi dalam Transaksi E-Commerce: Perspektif Hukum Islam dan Hukum Positif. DIKTUM: Jurnal Syariah dan Hukum, 19(2), 149-165.
- 6. Devi, R. S., & Simarsoit, F. (2020). Perlindungan Hukum Bagi Konsumen E-Commerce Menurut Undang—Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen. JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana, 2(2), 119-128.
- 7. Disemadi, H. S., & Regent, R. (2021). Urgensi Suatu Regulasi yang Komprehensif Tentang Fintech Berbasis Pinjaman Online Sebagai Upaya Perlindungan Konsumen di Indonesia. Jurnal Komunikasi Hukum (JKH), 7(2), 605-618.
- 8. Firdaus, D. H. (2020). Aplikasi Smart Contract dalam e-commerce perspektif hukum perjanjian syariah. Qolamuna: Research Journal and Islamic Studies, 6(1), 37-53.
- 9. Halim, A. (2023). Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce. Jurnal Notarius, 2(1).
- 10. Halim, A. H. (2016). Kedudukan Hukum Bank Yang Menjalankan Fungsi Sebagai Payment gateway Dalam Transaksi Elektronik Di Indonesia. Al-Adl: Jurnal Hukum, 8(2).
- 11. Hanim, L. (2011). Pengaruh perkembangan teknologi informasi terhadap keabsahan perjanjian dalam perdagangan secara elektronik (e-commerce) di era globalisasi. Jurnal Dinamika Hukum, 11, 56-66.
- 12. Hasana, Z., & Afifah, I. I. (2023). Perlindungan hukum terhadap konsumen dalam transaksi e-commerce. Advances In Social Humanities Research, 1(5), 795-807.
- 13. Hotana, M. S. (2018). Industri e-commerce dalam menciptakan pasar yang kompetitif berdasarkan hukum persaingan usaha. Jurnal Hukum Bisnis Bonum Commune, 1(1), 28-38.
- 14. Hotana, M. S. (2018). Industri e-commerce dalam menciptakan pasar yang kompetitif berdasarkan hukum persaingan usaha. Jurnal Hukum Bisnis Bonum Commune, 1(1), 28-38.
- 15. Irianto, S. (2017). Metode Penelitian Kualitatif Dalam Metodologi Penelitian Ilmu Hukum. Jurnal Hukum & Pembangunan, 32(2), 155-172.
- 16. Lukito, I. (2017). Tantangan Hukum dan Peran Pemerintah dalam Pembangunan E-Commerce. Jurnal Ilmiah Kebijakan Hukum, 11(3), 349-367.
- 17. Mantri, B. H. (2007). Perlindungan hukum terhadap konsumen dalam transaksi e-commerce (Doctoral dissertation, program Pascasarjana Universitas Diponegoro).
- 18. Muttaqin, A. (2011). Transaksi e-commerce dalam tinjauan hukum jual beli islam. Ulumuddin Journal of Islamic Legal Studies, 7(1).
- 19. Pramono, S. B., & Kurniati, G. (2023). Perlindungan Hukum Konsumen Dalam Transaksi Jual Beli Barang Online di Indonesia. JLEB: Journal of Law, Education and Business, 1(2), 166-178.

- 20. Putri, W. S., & Budiana, N. (2018). Keabsahan Kontrak Elektronik Dalam Transaksi E-commerce ditinjau dari hukum perikatan. Jurnal Analisis Hukum, 1(2), 300-309.
- 21. Rahman, I., Mayasari, R. E., & Nurapriyanti, T. (2023). Hukum Perlindungan Konsumen di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen dalam Lingkungan Perdagangan Digital. Jurnal Hukum Dan HAM Wara Sains, 2(08), 683-691.
- 22.Rusmawati, D. E. (2013). Perlindungan Hukum Bagi Konsumen Dalam Transaksi E-Commerce. Fiat Justisia: Jurnal Ilmu Hukum, 7(2).
- 23. Saragih, A. E., & Bagaskara, M. F. (2023). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce. Civilia: Jurnal Kajian Hukum dan Pendidikan Kewarganegaraan, 2(2), 145-155.
- 24. Sari, I. P. (2022). Keabsahan Perjanjian Kontrak Elektronik Dalam Transaksi E-Commerce Di Tinjau Dari Hukum Perdata. AL WASATH Jurnal Ilmu Hukum, 3(2), 105-112.
- 25. Satriana, D. (2016). Pengaturan Perdagangan Jasa Dalam Hukum Ekonomi Internasional. Jurnal Surya Kencana Dua: Dinamika Masalah Hukum dan Keadilan Vol., 3(1), 97.
- 26.Seran, M. (2014). Perlindungan Hukum Bagi Pasar Tradisional di Era Globalisasi Dan Liberalisasi Perdagangan. Masalah-Masalah Hukum, 43(3), 389-395.
- 27. Setyawati, D. A., Ali, D., & Rasyid, M. N. (2017). Perlindungan Bagi Hak Konsumen dan Tanggung Jawab Pelaku Usaha Dalam Perjanjian Transaksi Elektronik. Syiah Kuala Law Journal, 1(3), 46-64.
- 28. Solikhin, R. (2023). Perkembangan dan Urgensi Penerapan Online Dispute Resolution (ODR) dalam Penyelesaian Sengketa Perdagangan Elektronik di Indonesia. Padjadjaran Law Review, 11(1), 65-79.
- 29. Winter, A. P. (2013). Perlindungan Hak-hak Konsumen Terhadap Penggunaan Produk Provider Telekomunikasi Di Indonesia. Jurnal Hukum UNSRAT, 21(4), 886.
- 30. Wulandari, Y. S. (2018). Perlindungan Hukum bagi Konsumen terhadap Transaksi Jual Beli E-Commerce. AJUDIKASI: Jurnal Ilmu Hukum, 2(2), 199-210.
- 31. Zulaeha, M. (2017). Hukum Transaksi Elektronik sebagai Panduan dalam menghadapi Era Digital Bisnis E-Commerce di Indonesia. Hukum Transaksi Elektronik Sebagai Panduan Dalam Menghadapi Era Digital Bisnis E-Commerce Di Indonesia.