

## Legal Liability of E-Commerce Platforms for Consumer Losses in Digital Transactions in Indonesia

Burhanuddin Abdullah\*, Rois Harliyanto

Universitas Swadaya Gunung Jati Cirebon, Indonesia

Email: burhanuddinabdullah123@gmail.com\*, roisharliyanto@ugj.ac.id

---

### Abstrak

#### Keywords

liability; e-commerce platforms; losses; digital transactions.

The development of e-commerce in Indonesia has provided convenience in digital transactions; however, it also poses risks of losses for consumers, such as fraud, discrepancies in goods, and electronic system failures. This research aims to analyze the form of legal accountability of e-commerce platforms based on the Consumer Protection Law, the Electronic Information and Transaction Law, and Government Regulation Number 80 of 2019. The study uses a normative juridical method with legislative, conceptual, and case study approaches, supported by interviews as supplementary data. The results of the study show that e-commerce platforms can no longer be positioned as passive facilitators but must be regarded as business actors who bear responsibility for consumer losses, particularly those arising from system failures and weak merchant verification mechanisms. This research proposes an accountability model based on a combination of strict liability and intermediary liability to strengthen consumer protection in digital transactions. E-commerce platforms in Indonesia can no longer be positioned as passive intermediaries but as business actors that operate electronic systems and therefore carry legal responsibility for consumer losses.

---

### INTRODUCTION

Developments in information technology have resulted in significant changes in the way people shop, including the shift from conventional buying and selling methods to digital transactions through e-commerce platforms. While this improved access is present, it is not always accompanied by sufficient legal protection for consumers. Various cases of fraud, inappropriate goods, and system failures show the need to review the extent of the platform's responsibility as an electronic system operator.

The rapid development of information technology makes all human activities develop very quickly. For example, in the buying and selling sector, which is usually carried out in a conventional way, namely with a direct meeting between buyers and sellers during transactions, now more and more people are adopting internet technology (Ahearne et al., 2022; Amrullah & Hasan, 2022; H. Purwanto et al., 2021; Situmorang, 2022). As a result, buyers can make transactions without the need to meet the seller in person. (Khatamy, 2020)

E-Commerce is a way of selling and spending goods through a website or online application. The concept is similar to a traditional market, where people can sell their

merchandise (Bakhri, 2017; Kim & Sullivan, 2019; Yaqin et al., 2023). E-commerce provides a platform for sellers to market products and help them connect with shoppers online, as well as make the shopping and transaction process easier and more effective. (Halim, 2023)

However, this development brings possible losses for buyers, such as getting goods that do not meet expectations, being deceived, or the system failing to work. In trading through electronic systems, the legal responsibility of the e-commerce platform is important, especially regarding the extent to which the platform is obliged to be responsible for the losses suffered by consumers when transacting.

As a learning material in writing this journal, the author decided to raise one of the cases of fraud that occurred on e-commerce platforms in Indonesia, namely Tokopedia, involving a buyer named Anita Feng. In a post on LinkedIn, Anita Feng stated that she had transferred Rp28.7 million to buy 2,870 tiles. On February 15, 2023, Anita Feng received a notification from Tokopedia stating that the item had been received, even though she had not actually received the item. He then filed a complaint with Tokopedia. However, only one day later, the complaint did not receive a response and the money had been received by the seller, who turned out to be one of the merchants with Power Merchant status on Tokopedia. After the investigation continued, it was revealed that the seller used a courier that was not integrated with the Tokopedia system (Nabila & Badruddin, 2024; Santie, 2023). From this incident, it can be seen that a number of consumer rights have been violated. Based on Article 4 of the UUPK, consumers have the right to choose goods and/or services and receive goods and/or services in accordance with the value, condition of the goods, and the agreed coverage. Therefore, consumers are entitled to receive compensation or compensation if the goods received are not in accordance with what was promised. (Rasyid et al., 2024)

Although platforms often declare themselves only as facilitators, regulations such as the UUPK, UU ITE, and PP 80/2019 actually provide the basis that digital business actors still have certain legal obligations to ensure the security of transactions. The fraud case on Tokopedia in 2023 against consumer Anita Feng shows a weakness in the merchant's verification and supervision system, causing material losses for users even though the seller has the status of *a power merchant*.

This condition raises the question of whether existing regulations have adequately regulated the responsibility of e-commerce platforms for consumer losses and how they are applied in practice (Celestin, 2024; Kerti, 2025).

The novelty of this research lies in the formulation of an e-commerce platform accountability model based on a combination of strict liability and intermediary liability that is adjusted to the characteristics of the electronic system in Indonesia.

Based on these problems, this article examines the form of legal liability of e-commerce platforms for consumer losses in digital transactions and evaluates the weaknesses of existing regulations in order to formulate a more adaptive accountability model for the development of electronic systems in Indonesia.

## **RESEARCH METHODS**

### **Types of Research**

This research is a normative legal research that uses the statute approach, conceptual approach, and case approach. The analysis was carried out prescriptively to formulate the ideal legal accountability model for e-commerce platforms in the Indonesian legal system.

### **Research approach**

1. The legislative approach is by analyzing regulations that regulate consumer protection and electronic transactions, such as the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information and Electronic Transactions. which has undergone changes, and Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE).
2. The case study approach is through the analysis of court decisions and actual cases related to the legal liability of e-commerce platforms for losses experienced by consumers, such as cases of fraud in digital transactions on the Tokopedia and Shopee platforms.
3. The conceptual approach examines legal concepts such as tort liability, intermediary liability, product liability, and the principle of safe harbor in the context of Indonesian consumer protection law.

### **Source of Legal Materials**

The data sources used are divided into two categories of legal materials, namely:

1. Primary legal material
  - a. Civil Code, especially Article 1365 which regulates Unlawful Acts.
  - b. Law Number 8 of 1999 concerning Consumer Protection (UUPK).
  - c. Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law) and its amendments.
  - d. Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE).
2. Secondary legal material
  - a. Academic literature, legal journal articles, previous research, and the views of legal experts on the responsibility of e-commerce platforms and consumer protection
  - b. National legal journals such as *Sriwijaya Law Review*, *Jurnal Notarius*, *Acta Law Journal*, and *Indonesian Legal Media*.

## **RESULTS AND DISCUSSION**

### **Platform Accountability Settings**

#### **Analysis of Articles 4, 7, and 8 of the Consumer Protection Law of 2019 (UUPK)**

The presence of law in every aspect of people's lives is the reason for the process of merger and alignment of interests that are usually in conflict with each other. Thus, the law needs to be able to harmonize it to reduce conflicts of interest. Legal protection itself is a combination of two terms, namely protection and law. KBBi defines "Protection" as a place that provides protection or something that serves to protect. Meanwhile, the

definition of the legal concept expressed by Mertokusumo (2010) is a set of rules regarding human behavior in society, the compliance of which is supervised by sanctions. **Errix Purwanto and others, 'Legal Protection of Personal Data in E-Commerce Online Transactions with the Paylater Method', *Interdisciplinary Social Studies*, 3.3 (2024), 117–122 <<https://doi.org/10.55324/iss.v3i3.668>>.**

The legislation that regulates consumer protection, namely Law No. 8 of 1999 concerning Consumer Protection (UUPK), is therefore a fundamental foundation to provide security guarantees for buyers in the era of digital commerce.

The provisions in article 4 of the UUPK regulate the essential rights of buyers, including the right to comfort, security, safety, and the right to obtain reparations when the products and services received are not the same as the approved specifications (UUPK, 1999). In the e-commerce landscape, these rights are often violated, which is reflected in incidents such as failure to deliver goods or product mismatches with the description presented.

Furthermore, Article 7 of the UUPK imposes an obligation on providers of goods and services to act in good faith, present accurate information, and provide compensation for any losses suffered by buyers (UUPK, 1999). In this context, electronic trading platforms can be classified as business actors considering their proactive role in facilitating transaction systems, obtaining profitability, and managing payment mechanisms. (Halim, 2023)

Article 8 of the UUPK expressly prohibits business people from trading products that do not meet the standards applied or presenting misleading information (UUPK, 1999). In the operationalization of online marketplaces, this kind of violation often arises due to a lack of control over sellers or traders.

Therefore, based on the analysis of the three articles, it can be concluded that electronic trading platforms cannot completely evade inherent legal obligations, especially in situations where negligence occurs both in the system and in the supervisory mechanism.

#### **Analysis of Article 18 of the Electronic Information and Transaction Law of 2008**

The provisions contained in article 18 of the Law on Information and Electronic Transactions (UU ITE) stipulate that agreements prepared digitally have recognized legal validity and are binding on the parties involved (UU ITE, 2008).

In the context of electronic commerce (e-commerce), contractual relationships are not limited to interactions between sellers and consumers, but also include the platform as the facilitator of the electronic system. Consequently, the platform bears the responsibility of ensuring the integrity and protection of the systems implemented. (Stella, Budiman Ginting, O.K.Saidin, 2022)

If there is a multifunctional system, for example an error in the delivery status or the processing of the payment of funds before the receipt of the goods, the incident can be classified as a form of negligence on the part of the electronic system operator.

## **Obligations of Electronic System Business Actors in Government Regulation No. 80 Year 2019**

Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE) stipulates a number of specific mandates for electronic trading platform operators.

Platform Operators are required to verify sellers, including confirming their identity and legal status (PP PMSE, 2019). However, in implementation in the field, this verification process is often only an administrative formality without substantial deepening of crucial aspects.

The platform is obliged to ensure the integrity and security of transactions, including the management of payment systems and the protection of consumer funds (PP PMSE, 2019). The failure of the system in suspending funds until the goods are received identifies deficiencies in the security mechanisms implemented.

Platform operators are required to provide assistance services (helpdesk) as well as effective mechanisms for dispute resolution (PP PMSE, 2019). However, reality shows that the response provided by platforms to customer complaints often has not reached the expected optimal level.

### **Platform's Position as a Business Actor**

#### **Construction of the Platform's Position as a Digital Business Actor**

In e-commerce practice, platforms often claim to be only facilitators (intermediaries) who provide a place for sellers and buyers to transact. These claims are usually used to limit the platform's legal liability for consumer losses.

However, in the development of modern digital law, this position is no longer absolutely relevant. This is because e-commerce platforms do not only play a passive role, but are active in various elements of transactions:

- a. Provide a payment gateway.
- b. Curating or verifying merchants.
- c. Set up a dispute resolution sales algorithm.

This active role shows that the platform has significant control over the course of transactions, so it cannot be delivered with traditional intermediaries. (Stella, Budiman Ginting, O.K.Saidin, 2022)

In addition, in practice, the platform also obtains economic benefits in the form of commissions, service fees, and monetization of user data. This further strengthens that platforms are not just "place providers", but part of business actors in the digital ecosystem. (Halim, 2023)

Thus, factually and economically, the platform can no longer be categorized as a pure facilitator.

### **Platform as a Business Actor in Digital Legal Doctrine**

In the doctrine of digital law, e-commerce platforms are categorized as Electronic System Operators (PSE) who have legal responsibility for the systems they manage.

According to the concept of intermediary liability, platforms can be held accountable if they know of violations but do not act, are negligent in supervising user activities, and profit from illegal activities on their platform.

This shows that the platform's responsibilities are conditional but real, not completely free as in the safe harbour principle.(Rasyid et al., 2024)

Furthermore, from a consumer protection perspective, platforms can also qualify as business actors because:

1. Providing services (digital services).
2. Operating the transaction system.
3. Have a relationship with consumers.

In line with that, the latest research confirms that e-commerce platforms should be placed as business actors who provide electronic systems, not just passive intermediaries.(Diana, Diana, 2025)

This trade is also supported by the theory of strict liability, where business actors can be held accountable without having to prove their mistakes, except for consumer losses.(Holijah, 2020)

Thus, in the doctrine of modern digital law, the position of the platform is that of digital business actors, Electronic System Operators (PSEs), and legal subjects who are responsible for consumer losses.

### **Form of Accountability**

#### **Civil Liability (Indemnity)**

Civil liability is the most common mode of liability in the realm of consumer disputes, referring to the provisions of Article 19 of the Consumer Protection Law, business actors are obliged to provide financial compensation for losses suffered by consumers as a consequence of the use of goods or services (UUPK, 1999).

In the e-commerce sector, platform entities can be held liable if:

- a. There are real losses caused by procedural negligence of the system.
- b. The platform fails to implement adequate oversight mechanisms for trading partners (merchants).
- c. Payment system protocols are inherently proven to lack a solid level of security.

This perspective is in line with the juridical adage regarding unlawful acts (onrechtmatige daad) in Article 1365 of the Civil Code, which requires that any act that results in an objective loss requires the perpetrator to provide restitution for the loss.

The results of the empirical investigation indicate that the platform entity can be held accountable for financial compensation if it is definitively proven that there is negligence in an effort to maintain the integrity of the security of transactions.(Rasyid et al., 2024)

Thus, it can be concluded that the civil liability carried out by the platform is primacy (direct) when a deficit of losses to consumers arises that originates from system dysfunction or deficiencies in the implementation of the supervisory function that is not optimal.

#### **Contractual Liability (Terms & Conditions)**

Changes in online commerce have significantly affected the way the law functions between business actors and customers. Digital processes in transactions not only accelerate international trade but also change the way contract agreements are made, risk management, and the understanding of legal responsibilities. In today's world of e-

commerce, customers are no longer directly confronted with the goods purchased, but with digital information presented in the form of images, product descriptions, suggestion algorithms, limited-time offers, and electronic contracts containing standard clauses. This change makes digital information the primary cornerstone for customer consent and also the most vulnerable point to breaking the law. **Jaenudin Umar Ibnu Sina Nur Ubay, Reza Saputra, Harmono, 'Legal Responsibility of Marketplaces in Online Buying and Selling Transactions in Indonesia: An Analysis of the Effectiveness of Digital Consumer Protection', Journal of Law Sciences (Legisci), 3.4 (2026), 325–340 <<https://doi.org/10.37680/almanhaj.v7i2.8658>>.**

Contractual liability arises from the juridical relationship established through an electronic contract between the user and the platform, the Platform generally defines the scope of its responsibilities in terms and conditions, which include:

- a. Limitation of liability
- b. Dispute resolution procedure
- c. Rights and obligations of users

However, the standard provisions contained in electronic contracts are prohibited from giving unilateral losses to consumers. This provision is regulated in Article 18 of the Consumer Protection Law (UUPK) which prohibits clauses that eliminate the obligations of business actors (UUPK, 1999).

At the implementation level, many Platforms seek to limit liability through standard clauses. However, legally, the clause has the potential to be declared invalid if it collides with the basic principles of consumer protection. (Halim, 2023)

In the domain of digital law, electronically created agreements have binding legal force and legal validity. Therefore, the platform provider cannot completely eliminate its obligations through terms and conditions. (Stella, Budiman Ginting, O.K.Saidin, 2022)

Consequently, the contractual obligations of the platform provider continue to exist despite the provisions that seek to limit these liabilities.

### **Administrative Responsibility**

As an entity that organizes electronic systems, e-commerce platforms are under the supervision authority of the government, especially the Ministry of Communication and Information of the Republic of Indonesia.

Referring to the regulatory framework, including the Electronic Information and Transaction Law (ITE Law) and Government Regulation Number 80 of 2019, platforms can be subject to administrative sanctions which include:

- a. Written warnings
- b. Obligation to pay administrative fines
- c. Restrictions on service providers
- d. Permanent termination of access (blocking)

These sanctions can be imposed on platforms that:

- a. Failing to meet set system security requirements
- b. Proven negligent in maintaining the confidentiality and security of user data
- c. Not carrying out the inherent obligations as an Electronic System Operator (PSE)

In the contemporary digital legal discourse, administrative sanctions are interpreted as a law enforcement instrument that is preventive as well as repressive against all forms of irregularities in the operation of electronic systems.(Diana, Diana, 2025)

The implication is that the state plays a crucial role in validating the implementation of the duties and obligations carried out by digital platforms.

### **Criminal Liability**

In addition to civil and administrative liability, the possibility of applying criminal liability to the platform cannot be ruled out. Criminal liability may be imposed if the following conditions are met:

- a. Systemic negligence occurs resulting in substantial losses
- b. The Platform knowingly permits or facilitates illegal activities
- c. There is a violation of the provisions stipulated in the Electronic Information and Transaction Law (ITE Law)

Within the framework of contemporary criminal law, corporations, including digital platform entities, can be held liable (corporate criminal liability). This concept is supported by the evolution of the law that recognizes the ability of legal entities to be held criminally liable (Makarim, 2013).

The results of the study also indicate that if a platform is aware of a violation but does not take corrective action, then the platform can be considered criminally responsible.(Holijah, 2020)

The implication of this is that, although criminal liability is the ultimate remedium, its application is still possible in specific situations.

### **Analysis of the Case of Anita Feng**

The case that befell Anita Feng illustrates the potential for legal responsibility for trading platforms according to the concept of Unlawful Acts (PMH) as stipulated in Article 1365 of the Civil Code (KUHPercivil).

In order to establish the existence of PMH, the following four elements are needed, namely:

- a. Unlawful acts
- b. Error
- c. Disadvantages
- d. Causal relationship

### **Elements of Acts (Unlawful Acts)**

In this case, actions were found in the form of a malfunction of the platform system and a lack of strict verification processes for merchants.

The platform still allows sellers with verified status to make transactions, even if the delivery system is not integrated with the platform's system. As a result, the system automatically confirms that the goods have been received by the buyer.

These actions can be classified as a violation of the platform's obligations as an electronic system operator in maintaining system permissions.(Stella, Budiman Ginting, O.K.Saidin, 2022)

On the other hand, from the point of view of consumer protection, this failure system violates consumer rights related to transaction security (UUPK, 1999).

Thus, some unlawful acts have been fulfilled due to negligence in the management system.

### **Fault / Negligence**

The fault in this case is in the form of the platform's negligence in ensuring the integrity of the delivery system (courier) with the transaction system. The platform is supposed to ensure that couriers are registered and integrated, control the validity of the delivery status, delay the disbursement of funds until the goods are actually received.

However, the failure shows negligence in the supervision of the system and merchants.(Rasyid et al., 2024) In the doctrine of digital law, a platform's negligence in supervising activities in its system can give rise to legal liability based on the concept of intermediary liability.(Diana, Diana, 2025)

Therefore, the element of error in the form of negligence has been met.

### **Elements of loss**

The losses suffered by Anita Feng in this case are real, actual and measurable financially, which is Rp 28.7 million due to payments for goods that were never received. This loss is a form of direct loss arising from failed electronic transactions.

From a civil law perspective, the losses suffered can be classified into two forms, namely:

#### **Material Loss**

Material losses in the form of loss of a certain amount of money that have been paid to the seller without any return in the form of goods, this loss is concrete and can be calculated with certainty.

According to the doctrine of civil jurisprudence, material losses include:

1. Loss of wealth
2. Wasted production
3. Loss of provisions that should have been obtained

In this case, the loss of Rp 28.7 million clearly meets this category because the consumer did not obtain the promised goods

#### **Immaterial Losses**

In addition to material losses, there are also potential immaterial losses, such as:

1. Inconvenience in transactions
2. Loss of sense of security in using the platform
3. Decreased trust in the e-commerce system

Although this immaterial loss cannot always be calculated with certainty, it is still recognized in the law as a form of loss that deserves to be considered in the award of compensation (Miru & Yodo, 2015).

The Law on Consumer Protection expressly establishes the consumer's right to redress. Article 19 of the UUPK states that business actors are obliged to be responsible for compensating for losses, pollution, and/or negative impacts experienced by consumers due to the use of products and services (UUPK, 1999).

### **Causality Element (Cause-and-Effect Relationship)**

There is a causal relationship between:

Platform system failures

1. Cause the status of an item to be "automatically received"
2. Funds are disbursed to the seller
3. Consumers do not receive goods

This means that without the failure of the system, no losses will occur.

Based on an interview with Gusti Yosi Andri, a lecturer in consumer protection law, e-commerce platforms cannot legally escape responsibility if they have control over the transaction system and merchant verification mechanism. According to the source, the platform's dominance of control over the payment process and transaction validation places it as a legal subject that has a duty to protect consumers.

This shows that there is a gap between legal norms and practice in the field.

### **Regulatory Weaknesses**

#### **No Merchant Verification Standard**

One of the main weaknesses in e-commerce regulations in Indonesia is the absence of clear and uniform standards related to merchant verification.

Regulations such as Government Regulation No. 80 of 2019 do require platforms to conduct business verification, but do not detail the level of verification depth, merchant audit mechanism, and minimum seller eligibility standards.

As a result, the verification process is often administrative and formal, so it is not able to prevent sellers who have the potential to commit fraud.(Khatamy, 2020) Weak merchant verification is one of the main causes of consumer losses in e-commerce transactions.(Rasyid et al., 2024)

Thus, stricter and measurable verification standards are needed to ensure the security of transactions.

#### **Ambiguity in the Application of the Safe Harbour Principle**

The safe harbour principle provides legal protection to platforms as intermediaries, as long as they do not know or engage in violations. However, in Indonesian regulations, this principle is not regulated explicitly and clearly, thus causing ambiguity in its application.

Platforms often use this principle to avoid liability even though in practice they control the transaction system, take economic advantages, and have surveillance capabilities.

In modern digital legal doctrine, safe harbor should be conditional, not absolute, meaning that protection is only granted if the platform has conducted reasonable oversight.(Stella, Budiman Ginting, O.K.Saidin, 2022) This ambiguity leads to an imbalance between platform protection and consumer protection.

#### **No strict escrow obligations**

The Escrow system (bank account) is an important mechanism in e-commerce transactions to protect consumers. However, regulations in Indonesia do not yet explicitly regulate when funds can be disbursed, standards for validating the receipt of goods, and the responsibility of platforms in fund management

As a result, in some cases, funds can be disbursed to the seller even if the goods have not been received by the consumer. This shows the weakness of the transaction protection system that should be the responsibility of the platform.(Halim, 2023)

From the perspective of consumer protection law, this condition is contrary to the principles of security and legal certainty for consumers.(Holijah, 2020) Therefore, stricter regulations are needed regarding the escrow mechanism.

#### **PMSE dispute resolution is not integrated with BPSK**

The Consumer Dispute Resolution Agency (BPSK) is an institution that is authorized to resolve consumer disputes in a non-litigation manner. However, in e-commerce practice, the dispute resolution mechanism provided by the platform is internal (internal dispute resolution), not integrated with BPSK, and lacks transparency and actuality.

Therefore, consumers often do not get fair and independent resolutions, this shows that the dispute resolution system in e-commerce is still weak and does not provide optimal protection for consumers.(Diana, Diana, 2025) This shows the need for integration between the dispute resolution platform system and formal legal mechanisms such as BPSK.

#### **Accountability Model Recommendations**

##### **Combination of Strict Liability and Intermediary Liability**

The combination of strict liability with intermediary liability ensures that the platform is liable for consumer losses without proof of negligence, while limiting the safe harbor if the platform actively facilitates transactions. This approach is in accordance with Article 19 of the Consumer Protection Law, where platforms such as Tokopedia or Shopee are obliged to compensate for counterfeit goods or merchant fraud.

##### **Strengthening Escrow System Obligations**

The implementation of mandatory escrow for all high-value transactions holds funds until delivery confirmation, reducing the risk of fraud as in the case of Anita Feng on Tokopedia. This mechanism has been recommended in the e-commerce roadmap to increase consumer confidence.

##### **NIB/OSS-Based Merchant Verification**

NIB/OSS-based merchant verification requires the OSS API integration platform to check business licenses before listing, preventing illegal merchants. This strengthens the PP PMSE and regulatory demands for the future.

##### **Integration with BPSK**

The integration of the platform with the Consumer Dispute Resolution Agency (BPSK) via ODR (Online Dispute Resolution) accelerates dispute resolution, effectively tackling e-commerce fraud with wide accessibility.

##### **Mandatory Audit**

Annual electronic systems audits by independent parties verify security, data integrity, and compliance, including security audits and business remedies. The Ministry of Trade's 2026 policy encourages this audit for an inclusive digital ecosystem.

In international practice, the platform's responsibility arrangements have evolved more progressively. The Act puts digital platforms in a position of more active

responsibility for user protection. This approach can be a reference for Indonesia in strengthening trade regulations through electronic systems.

## CONCLUSION

Based on the comprehensive analysis of legal frameworks, regulatory gaps, and case studies, this research concludes that e-commerce platforms in Indonesia can no longer be positioned as passive intermediaries but must be recognized as business actors bearing legal responsibility for consumer losses in digital transactions. The evidence demonstrates that platforms exercise significant control over transaction processes, including merchant verification, payment processing, and dispute resolution, which necessitates corresponding accountability for consumer protection. Current regulations, while providing a foundation for consumer rights, exhibit critical weaknesses in their application to the digital context, particularly regarding platform liability standards, merchant verification requirements, and dispute resolution mechanisms.

## REFERENCES

- Ahearne, M., Atefi, Y., Lam, S. K., & Pourmasoudi, M. (2022). The future of buyer–seller interactions: A conceptual framework and research agenda. *Journal of the Academy of Marketing Science*, 50(1), 22–45.
- Amrullah, A., & Hasan, A. (2022). Fintech keuangan syariah dalam perspektif konsep syariah. *IQTISHADIA: Jurnal Ekonomi & Perbankan Syariah*, 8(2), 234–243. <https://doi.org/10.19105/iqtishadia.v8i2.6445>
- Bakhri, S. (2017). Strategy for increasing traditional market competitiveness in dealing with the presence of modern market. *Eko-Regional: Jurnal Pembangunan Ekonomi Wilayah*, 12(1).
- Celestin, P. (2024). How e-commerce law is evolving to address consumer protection and digital marketplace regulations. *Brainae Journal of Business, Sciences and Technology*.
- Diana, D., & L., G. (2025). Penerapan prinsip *strict liability* dalam perlindungan konsumen jasa logistik digital. *European University Institute*, 20(4), 1–11. <https://doi.org/10.21070/ijler.v20i4.1384>
- Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems. (2019).
- Halim, A. (2023). Tanggung jawab penyedia platform e-commerce dalam melindungi transaksi jual beli melalui platform e-commerce. *Jurnal Notarius*, 2(1), 1–10.
- Holijah. (2020). Strict liability principle: Consumer protection from hidden defective products in Indonesia. *Sriwijaya Law Review*, 4(1), 109–123. <https://doi.org/10.28946/slrev.vol4.iss2.295.pp109-123>
- Kerti, R. M. (2025). Consumer protection in the digital economy: A legal analysis of e-commerce practices and regulatory challenges. *Lex Localis*, 23(10), 776–786.
- Khatamy, H. (2020). *Tanggung jawab penyedia platform atas kerugian konsumen akibat peredaran barang tidak layak edar oleh pelaku usaha dalam e-commerce* (Unpublished undergraduate thesis). Universitas Mataram.
- Kim, Y.-K., & Sullivan, P. (2019). Emotional branding speaks to consumers' heart: The case of fashion brands. *Fashion and Textiles*, 6(1), 2.
- Law Number 8 of 1999 concerning Consumer Protection. (1999).
- Law Number 11 of 2008 concerning Information and Electronic Transactions. (2008).

- Makarim, E. (2013). *Notaries and electronic transactions*. PT RajaGrafindo Persada.
- Nabila, F., & Badruddin, S. (2024). Dispute between consumers using the cash on delivery system and expedition couriers. *Sociological and Management Journal Research*, 1(1), 10–22.
- Purwanto, E., Adzikri, M. W., Permana, C. G., Marlina, T., & Handiriono, R. (2024). Legal protection of personal data in e-commerce online transactions with the paylater method. *Interdisciplinary Social Studies*, 3(3), 117–122. <https://doi.org/10.55324/iss.v3i3.668>
- Purwanto, H., Sidanti, H., & Kadi, D. C. A. (2021). Traditional market transformation into digital market (Indonesian traditional market research library). *International Journal of Science, Technology & Management*, 2(6), 1980–1988.
- Rasyid, M. H., Jannah, G. R., Fiana, V. A., Latisha, N., Nurfajriana, S., & Sakti, M. (2024). Pertanggungjawaban platform e-commerce terhadap penipuan oleh pelaku usaha terverifikasi yang mengakibatkan kerugian konsumen. *Media Hukum Indonesia*, 2(2), 639–647. <https://doi.org/10.5281/zenodo.12521807>
- Santie, D. A. (2023). The influence of store rating, delivery service, and store category toward sales level in Tokopedia. *Jurnal Bisnis dan Kajian Strategi Manajemen*, 7(1).
- Situmorang, M. (2022). Measuring the effectiveness of consumer dispute resolution on small value e-commerce transaction. *Jurnal Penelitian Hukum De Jure*, 22(4), 537–550.
- Stella, B. G., Saidin, O. K., & A., T. K. (2022). Aspek hukum tanggung jawab pihak perantara kepada konsumen dalam e-commerce (Legal aspects of the liability of the intermediate parties to consumers in e-commerce). *Acta Law Journal*, 1(1), 1–15. <https://doi.org/10.32734/alj.v1i1.9829>
- Ubay, I. S. N., Saputra, R., Harmono, & U., J. (2026). Legal responsibility of marketplaces in online buying and selling transactions in Indonesia: An analysis of the effectiveness of digital consumer protection. *Journal of Law Sciences (Legisci)*, 3(4), 325–340. <https://doi.org/10.37680/almanhaj.v7i2.8658>
- Yaqin, N., Ambarwati, R., & Hermawan, S. (2023). The existence of traditional markets in the face of modern markets. *Kontigensi: Jurnal Ilmiah Manajemen*, 11(1), 115–125.