

Legal Liability of Marketplace Platform Operators for Product Description Violations Under Indonesian Consumer Protection Law

Afifah Nuranti Putri¹, Yuniar Rahmatiar², Muhammad Abas³, Suyono Sanjaya⁴.

^{1,2,3,4} Faculty of Law, University of Buana Perjuangan Karawang, Karawang, Indonesia.

Article history:

Received 2025-05-24

Revised 2025-07-02

Accepted 2025-08-01

Keywords:

Consumer Protection; Legal Liability; Marketplace Platform; Product Description; Legal Certainty.

DOI:

doi.org/10.26905/idjch.v16i2.15604.

Corresponding Author:

Afifah Nuranti Putri.
E-mail: hk21.afifahputri@mhs.ubpkarawang.ac.id.

Abstract: This study examines the legal liability of Shopee as a marketplace platform operator under Regulation of the Minister of Trade Number 31 of 2023, and evaluates the extent to which Law Number 8 of 1999 on Consumer Protection (UUPK) delivers genuine legal certainty for consumers harmed by product description violations. A normative juridical method is employed, combining statutory, conceptual, and case approaches. The study finds that Shopee's liability mechanism under Article 30 of Permendag No. 31 of 2023 is structurally incomplete: enforcement depends solely on opaque algorithmic moderation without independent oversight, and the Regulation imposes no direct liability on the platform for harm its system failed to prevent. As a PPMSE controlling fees, escrow, and dispute resolution, Shopee qualifies as a business actor under Article 1(3) of the UUPK and cannot claim immunity as a neutral intermediary. Legal certainty remains formally guaranteed but practically unrealised: Shopee's unboxing video requirement violates Article 22's reversed burden of proof and Article 18's prohibition on unfair standard clauses, while BPSK is structurally inaccessible to ordinary online consumers. The study recommends extending the reversed burden of proof to civil dispute proceedings, prohibiting platform-imposed evidentiary barriers, and mandating transparent reporting on internal dispute resolution outcomes.

1. Introduction

Indonesia's digital commerce market has grown at a rate that far outpaces the development of its consumer protection infrastructure. Shopee, as one of the country's most dominant marketplace operators, processes tens of millions of transactions every month, yet consumers routinely receive products that materially differ from the descriptions displayed at the point of purchase.¹ These discrepancies are not anomalous glitches in an otherwise functioning system they are symptomatic of a structural legal failure: the absence of enforceable, platform-level accountability for the accuracy of product information published on marketplace interfaces.² The question is not whether harm

¹ Rahmatiar, Y., & Abas, M. 'Juridical Analysis of Consumer Protection in Marketplace Transactions Based on Law Number 8 Year 1999.' *Jurnal Ius Quia Iustum* 30, no. 1 (2023): 105-112; Septian, F., Rahmatiar, Y., & Abas, M. 'Legal Protection of Consumers in Marketplace Transactions Through Instagram Social Media.' *Collegium Studiosum Journal* (2023): 616-623. <https://doi.org/10.56301/csj.v6i2.1087>.

occurs. The question is who bears legal responsibility for it, and whether existing Indonesian law provides a clear, coherent, and effective answer.

The obligation to provide truthful product information is not merely an ethical standard it is a positive legal duty. Article 4 letter (c) of Law Number 8 of 1999 on Consumer Protection (hereinafter UUPK) guarantees every consumer the right to receive correct, clear, and honest information regarding the condition and guarantee of goods and services. This right is operationalised through Article 7 letter (b) of the same law, which imposes on every business actor the obligation to provide truthful, accurate, and non-misleading information about the products they offer.³ Read together, these provisions establish a pre-contractual information regime that must govern every transaction on every platform operating within Indonesia's jurisdiction including Shopee. The violation of this regime is not a minor regulatory infraction; it strikes at the foundational premise of consent in commercial transactions, because consent to purchase a described product cannot be considered free and informed when the description itself is false.

The problem deepens when one considers the tripartite architecture of marketplace commerce. In a conventional bilateral transaction, the buyer faces the seller directly, and liability flows between them with relative doctrinal clarity.⁴ In a marketplace transaction, however, a third actor the platform operator occupies a position of decisive structural power. The platform controls the interface through which product descriptions are published; it determines the search algorithms that determine product visibility; it designs the dispute resolution system that adjudicates complaints; and it possesses the technical and contractual capacity to sanction, suspend, or permanently remove sellers who violate its rules. This is not the profile of a passive conduit.⁵ It is the profile of a quasi-regulatory actor one that exercises substantial governance authority over the commercial environment it hosts without bearing a commensurate legal responsibility for the consumer harm that environment produces. The law has not yet caught up with this reality.

Regulation of the Minister of Trade (Permendag) Number 31 of 2023 on Trading Through Electronic Systems (PPMSE) represents Indonesia's most current regulatory response to this challenge. Article 30 of the Regulation prescribes a graduated sanctioning framework: sellers must ensure product conformity with published descriptions (paragraph 1); platform operators must terminate access to non-compliant sellers through blocking, account closure, or content deletion (paragraph 2); and permanent account termination is mandatory upon the third verified violation (paragraph 3). This framework, on its face, appears responsive. In practice, however, it is undermined by three critical structural weaknesses. First, the Regulation assigns enforcement responsibility exclusively to the platform's internal moderation system an automated, algorithmically driven mechanism that operates without external judicial or regulatory oversight, and that is demonstrably prone to both false positives and false negatives.⁶ Second, the Regulation imposes duties on sellers and empow-

² Fairgrieve, D., Busch, C., Büyüksagis, E., et al. 'Product Liability and Online Marketplaces: Comparison and Reform.' *International and Comparative Law Quarterly* 73, no. 2 (2024): 477-504. <https://doi.org/10.1017/S0020589324000046>.

³ Sauri, A.S., Rahmatiar, Y., & Abas, M. 'Analysis of Consumer Protection on the Responsibility of Business Actors Producing Liquid Syrup Drugs.' *Jurnal Ilmu Hukum: THE JURIS* (2023): 92-104. <https://doi.org/10.56301/juris.v7i1.833>

⁴ Mik, E. 'The Erosion of Autonomy in Digital Consumer Contracts.' *Law, Innovation and Technology* 12, no. 1 (2020): 59-91. <https://doi.org/10.1080/17579961.2020.1729546>.

⁵ Büyüksagis, E. 'Extension of Strict Liability to E-Retailers.' *Journal of European Tort Law* 13, no. 1 (2022): 64-95. <https://doi.org/10.1515/jetl-2022-0004>.

⁶ Damayanti, F., Setyaning Wida, N.A., & Lestari, E. 'Analysis of Consumer Protection in Marketplace Transactions Based on Permendag Number 31 of 2023.' *Jurnal Ilmiah Hukum dan Bisnis* (2023): 120-138. <https://doi.org/10.20956/jl.v7i1.31003>.

ers platforms to sanction them, but it does not establish a corresponding liability standard for the platform itself when its moderation failures enable consumer harm to persist. Third, the consumer who suffers the harm is offered no direct recourse against the platform under this Regulation only an internal complaint mechanism whose design and operation the platform itself controls.⁷

The burden of proof arrangement that emerges from Shopee's internal dispute resolution practice compounds this structural deficit. Consumers who file complaints regarding product description discrepancies are routinely required to produce unboxing video evidence as a condition of claim acceptance.⁸ This requirement has no basis in the UUPK, which does not impose such a documentation burden on consumers, and contradicts the principle of reversed evidentiary burden in product liability disputes that Article 22 of the UUPK contemplates. The practical effect is a systematic exclusion of legitimate consumer claims on procedural grounds, while the underlying substantive violation the seller's publication of a false product description goes without meaningful sanction. The platform's internal dispute mechanism is thus not a neutral adjudicative system; it is an administrative filter that functions, in practice, to protect the operational convenience of the platform rather than the legal rights of consumers.⁹

International legal scholarship has increasingly identified this regulatory architecture as a defining problem of platform governance in the digital economy. Comparative analysis across multiple jurisdictions reveals a consistent pattern: legal frameworks originally designed for bilateral supply chains apply with difficulty to the multi-sided market structures that digital platforms have created, producing persistent gaps in consumer protection that conventional liability doctrine cannot adequately fill.¹⁰ In the European Union, the adoption of the Digital Services Act and the revision of the Product Liability Directive reflect legislative acknowledgment that platform operators cannot remain indefinitely insulated from responsibility for product-related consumer harm occurring on their platforms.¹¹ In the United States, ongoing litigation and regulatory debate regarding the scope of section 230 immunity for marketplace platforms similarly reflects the inadequacy of existing frameworks.¹² Indonesia's regulatory challenge is not unique; what distinguishes it is the sheer scale of the population exposed and the comparative underdevelopment of the legal tools available to address it.

The UUPK, enacted in 1999, was drafted with a two-party transactional model in mind and predates the emergence of marketplace commerce by more than a decade. Its application to multi-sided platform transactions requires interpretive extension that the text does not naturally support.¹³ Where the UUPK imposes obligations on "business actors" (*pelaku usaha*), the question of whether a marketplace platform operator qualifies as a business actor vis-à-vis the end consumer

⁷ Natalia, R.C. 'Urgency of Legal Protection for Online Shop Consumers in Social Media.' *Law Review* 18, no. 3 (2019): 328–346. <https://doi.org/10.19166/lr.v18i3.1407>.

⁸ Setyani, R. 'Legal Protection Against Consumers in the Delivery of Goods that Do Not Match the Picture on the Marketplace According to Law Number 8 Year 1999.' *Undergraduate Thesis*, Universitas Islam Sultan Agung Semarang, 2022: 45–69. <http://repository.unissula.ac.id/id/eprint/25779>.

⁹ Safira, A. 'The Effectiveness of Consumer Protection Policies in Marketplace: A Case Study of Shopee.' *Jurnal Hukum dan Teknologi* 3, no. 2 (2022)

¹⁰ Fairgrieve et al., 'Product Liability and Online Marketplaces,' 478–483.

¹¹ Regulation (EU) 2022/2065 (Digital Services Act), Article 6; Directive (EU) 2024/2853 of 23 October 2024 on liability for defective products (revised Product Liability Directive), recital 26. See: Fairgrieve et al., 478–484.

¹² Büyüksagis, 'Extension of Strict Liability to E-Retailers,' 70–75, analysing the evolution of US judicial treatment of Amazon's marketplace liability under the strict product liability doctrine.

¹³ Moniaga, L.A. 'Legal Protection of Consumers Against Nonconforming Goods by Online Shop Sellers Through Marketplace.' *Doctoral Dissertation*, Universitas Islam Sultan Agung Semarang, 2023. <http://repository.unissula.ac.id/id/eprint/31607>.

as distinct from the seller remains unresolved in Indonesian jurisprudence. Permendag No. 31 of 2023 fills part of this gap by defining the PPMSE's regulatory obligations, but the Regulation operates primarily in the domain of administrative compliance and commercial supervision rather than civil liability toward individual consumers.¹⁴ The Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, hereinafter BPSK), which Article 45 of the UUPK positions as the institutional guarantor of consumer redress, operates through physical proceedings that are structurally inaccessible to the typical online consumer, whose dispute value often measured in hundreds of thousands of rupiah bears no rational relationship to the procedural cost of formal adjudication.¹⁵ The result is a protection gap that is simultaneously legal, institutional, and practical.

This study is therefore animated by two specific legal questions that current scholarship has not yet resolved in the Indonesian context. First: what is the precise mechanism of legal liability applicable to Shopee as a marketplace platform operator under the framework established by Article 30 of Permendag No. 31 of 2023, and is that mechanism adequate to discharge the platform's obligations toward consumers under Indonesian law? Second: to what extent does the UUPK No. 8 of 1999 provide genuine and operationally effective legal certainty for consumers who suffer harm from product description violations on marketplace platforms, and what structural reforms are necessary to close the gap between the law's stated guarantees and its practical reach?¹⁶ These questions have direct implications not only for the millions of Indonesian consumers who transact on Shopee daily, but for the broader trajectory of digital commerce regulation in a jurisdiction that has yet to produce a coherent platform accountability framework adequate to the scale and complexity of its digital economy.

2. Method

This study employs a normative juridical research method, also referred to as doctrinal legal research, which systematically analyses legal norms, principles, and doctrines through the examination of primary and secondary legal sources in order to construct a coherent legal argument and identify normative gaps in the existing regulatory framework.¹⁷ Normative juridical research is the appropriate methodological choice for this study because its central inquiry whether the legal liability mechanism established under Permendag No. 31 of 2023 is adequate to protect consumer rights in marketplace transactions, and whether the UUPK No. 8 of 1999 provides genuine legal certainty in cases of product description violations is fundamentally a question about what the law prescribes, how legal norms interact, and whether the existing normative framework is sufficient to achieve its stated objectives.¹⁸ This method does not merely describe the law as it is written; it critically evaluates the law against the values and purposes it purports to serve, enabling a prescriptive conclusion about what legal reform is necessary and what form it should take.¹⁹

¹⁴ Rahmatiar, Y. 'Legal Protection of Consumers Against Misuse of Personal Data by Business Actors in the Digital Era.' *Jurnal Ekonomi* (2024): 1915-1928. <https://ejournal.seaninstitute.or.id/index.php/Ekonomi/article/view/5468>.

¹⁵ Ramadhani, N. 'Responsibility of Business Actors for Product Information in Electronic Transactions.' *Jurnal Perlindungan Konsumen* 5, no. 1 (2023): 85-95.

¹⁶ Mik, 'The Erosion of Autonomy,' 62; Fairgrieve et al., 500-504.

¹⁷ Peter Mahmud Marzuki, *Penelitian Hukum* (Edisi Revisi) (Jakarta: Kencana Prenada Media Group, 2017), 55-57. See also: Terry Hutchinson & Nigel Duncan, 'Defining and Describing What We Do: Doctrinal Legal Research,' *Deakin Law Review* 17, no. 1 (2012): 83-119. <https://doi.org/10.21153/dlr2012vol17no1art70>

¹⁸ Marzuki, *Penelitian Hukum*, 60.

¹⁹ Johnny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia Publishing, 2006), 295-296.

Within this normative framework, the research employs three complementary approaches. First, the statutory approach, which involves a systematic reading of the relevant legislative instruments principally UUPK No. 8 of 1999 and Permendag No. 31 of 2023 examining not only their textual provisions but also their ratio legis, structural coherence, and consistency with overarching legal principles such as those enshrined in Articles 2 and 3 of the UUPK.²⁰ Second, the conceptual approach, which draws on doctrinal legal theory, scholarly literature, and comparative legal frameworks to construct an analytical framework adequate to evaluate platform operator liability and consumer dispute resolution in the digital marketplace context.²¹ Third, the case approach, which examines specific, factually grounded incidents of consumer harm on the Shopee platform as concrete illustrations of normative failure not as isolated empirical data points, but as material that tests the validity and reach of legal norms in practice.²² The combination of these three approaches enables a research design that is simultaneously doctrinal, critical, and grounded in identifiable legal problems.

The legal materials used in this research are classified into three categories in accordance with the standard taxonomy of normative legal research.²³ Primary legal materials constitute the binding normative foundation of the analysis and include: Law Number 8 of 1999 on Consumer Protection (UUPK); Regulation of the Minister of Trade Number 31 of 2023 on Trading Through Electronic Systems (Permendag); Law Number 1 of 2024 on the Second Amendment to the Electronic Information and Transactions Law (UU ITE); the Civil Code (*Kitab Undang-Undang Hukum Perdata*, Articles 1233, 1234, 1320, and 1365 in particular); and Regulation of the Minister of Trade Number 72 of 2020 on the Consumer Dispute Settlement Agency (BPSK). Secondary legal materials provide explanatory and interpretive context and include scholarly monographs, peer-reviewed journal articles with emphasis on Scopus-indexed international publications doctoral dissertations, and authoritative legal commentary relevant to consumer protection law, platform governance, and digital commerce regulation.²⁴ Tertiary legal materials assist in clarifying the meaning of technical and legal terms and include legal dictionaries, the Great Dictionary of the Indonesian Language, and selected encyclopaedic entries in the field of commercial law.

Data collection was conducted through systematic library research, supplemented by structured interview data obtained from a seller on the Shopee platform whose account was subject to a moderation action that forms one of the case illustrations analysed in the Results and Discussion section.²⁵ The library research process involved the identification, selection, and critical reading of legal materials from academic databases including Google Scholar, SINTA (the national Indonesian journal indexing system), and Scopus, as well as the official repositories of Indonesian national legislation. The interview was conducted on 9 April 2025 with Ivan, the operator of the Shopee

²⁰ Marzuki, *Penelitian Hukum*, 137.

²¹ Marzuki, *Penelitian Hukum*, 178.

²² Marzuki, *Penelitian Hukum*, 145.

²³ Soerjono Soekanto & Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (Jakarta: Rajawali Pers, 2015), 13–14.

²⁴ Fairgrieve et al. (2024), <https://doi.org/10.1017/S0020589324000046>; Büyüksagis, E., 'Extension of Strict Liability to E-Retailers,' *Journal of European Tort Law* 13, no. 1 (2022): 64–95, <https://doi.org/10.1515/jetl-2022-0004>; Mik, E., 'The Erosion of Autonomy in Digital Consumer Contracts,' *Law, Innovation and Technology* 12, no. 1 (2020): 59–91, <https://doi.org/10.1080/17579961.2020.1729546>; Natalia, R.C., 'Urgency of Legal Protection for Online Shop Consumers in Social Media,' *Law Review* 18, no. 3 (2019): 328–346, <https://doi.org/10.19166/lr.v18i3.1407>.

²⁵ Concerning the ethical dimension of interview-based data in normative legal research, see: Hutchinson & Duncan, 'Defining and Describing What We Do,' 101. Interview data used to illuminate normative failure does not transform a normative study into empirical research; it serves as factual context that makes abstract legal analysis concrete and traceable.

seller account NauraPonsel1, and was designed to obtain a factual account of the platform's moderation process as experienced from the seller's perspective specifically the circumstances surrounding Shopee's determination that the Samsung Galaxy A15 product listing violated product description requirements. The interview data is used in this study not as the primary evidentiary basis for legal conclusions, but as empirical illustration that tests normative hypotheses derived from the doctrinal analysis.²⁶

The collected legal materials are analysed using a qualitative-descriptive and prescriptive method.²⁷ The qualitative-descriptive component involves the identification and systematic exposition of the relevant legal norms, the detection of internal inconsistencies or gaps within and between normative instruments, and the contextualisation of Indonesian law within comparative international scholarship on platform liability and consumer protection. The prescriptive component draws on the findings of the descriptive analysis to formulate normative recommendations that is, to articulate what the law ought to provide in order to achieve the objectives of consumer protection, legal certainty, and platform accountability that the existing framework has not yet fully realised.²⁸ This analytical approach is consistent with the positivist-interpretive tradition of Indonesian legal scholarship, which recognises the inseparability of legal description and legal evaluation in doctrinal research directed at law reform.

3. Results and Discussion

3.1. Mechanism of Legal Liability of Shopee Under Regulation of the Minister of Trade Number 31 of 2023

The central question of legal liability in marketplace commerce cannot be adequately resolved by simply mapping the obligations of conventional sellers onto the tripartite structure of platform-mediated transactions. Shopee, as a PPMSE (Penyelenggara Perdagangan Melalui Sistem Elektronik Electronic System Trading Operator), occupies a structurally distinct legal position from that of either seller or buyer: it designs and controls the transactional environment in which sellers publish product information and consumers make purchasing decisions, yet it claims, through its terms of service, a status closer to that of a neutral intermediary than to that of a participant in the commercial relationship.²⁹ This claim to intermediary status is both doctrinally contestable and practically consequential. It is doctrinally contestable because, as comparative legal scholarship has demonstrated, the degree of control exercised by a marketplace platform operator over

²⁶ Interview with Ivan (seller, Shopee account NauraPonsel1), conducted on 9 April 2025, 19.00–21.00 WIB. The interviewee provided an account of the circumstances in which Shopee's automated moderation system flagged his listing for a Samsung Galaxy A15 smartphone (128GB internal storage) as a product description violation, resulting in account performance degradation.

²⁷ Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*, 310. The prescriptive-analytical method evaluates whether legal norms are coherent, adequate, and effective in achieving their stated objectives — in this case, the protection of consumer rights and the maintenance of legal certainty in digital marketplace transactions.

²⁸ Marzuki, *Penelitian Hukum*, 60–61. Prescriptive analysis in normative legal research 'provides an argument for the correct or appropriate norm to apply to a legal situation.' It is distinguished from purely descriptive analysis by its commitment to evaluative conclusion and its orientation toward legal reform.

²⁹ Shopee, 'Kebijakan Pengguna Shopee dan Ketentuan Layanan,' <https://shopee.co.id/docs/tou>, accessed 17 March 2025. Shopee's Terms of Service characterise the platform as a 'venue' through which independent sellers and buyers transact, disclaiming any role as principal or agent in those transactions. This characterisation is analytically significant because it forms the basis of Shopee's contention that product-related liability rests exclusively with the seller.

the conditions of sale including the publication standards governing product listings, the pricing and ranking algorithms that determine visibility, and the dispute resolution system that adjudicates consumer complaints substantially exceeds anything that can plausibly be characterised as mere intermediation.³⁰ It is practically consequential because, where this claim is accepted by the platform's own internal enforcement mechanisms without external legal scrutiny, the consumer who suffers harm from a seller's false product description is left without an effective legal remedy against the entity that, in practice, had the greatest capacity to prevent the harm from occurring.

Permendag No. 31 of 2023 represents the Indonesian legislature's most direct engagement with the challenge of platform accountability in the digital marketplace. Article 30 paragraph (1) establishes the seller's primary obligation of product conformity: every business actor in electronic commerce must ensure that the object traded corresponds to the description displayed at the point of purchase. Article 30 paragraph (2) then imposes on the PPMSE Shopee, in the context of this study the enforcement obligation: upon detection of a violation, the platform must terminate the violating seller's access through one or more of three prescribed mechanisms: (a) blocking access, (b) account closure, and/or (c) content deletion. Article 30 paragraph (3) adds a mandatory consequence for serial violations: upon the third confirmed infringement by the same seller account, permanent account termination is obligatory. This graduated enforcement framework reflects a coherent regulatory logic. The lawmaker clearly recognised that a single-strike permanent closure rule would be disproportionate, while a pure warning system without sanctions would be ineffective.³¹ The structural weakness of the framework lies not in its logic, however, but in the mechanism through which it is implemented: in the complete absence of any statutory requirement that the platform's enforcement decisions be subject to judicial or independent administrative review before they take effect, and in the total silence of the Regulation on the platform's own liability toward the consumer for the harm already caused by a violation that the platform's enforcement mechanism failed to prevent.

The case of Ivan, operator of the Shopee seller account NauraPonsel1, provides a factually grounded illustration of the practical tensions inherent in this enforcement framework.³² Ivan listed a Samsung Galaxy A15 smartphone with a clearly stated internal storage specification of 128GB. Following buyer complaints that the physical product delivered corresponded to a 64GB configuration rather than the listed 128GB, Shopee's moderation system categorised Ivan's listing as a product description violation and imposed sanctions resulting in a measurable degradation of the store's performance metrics. Ivan's account which is his livelihood was penalised without any prior notification of the specific evidentiary basis for the finding, without any opportunity to respond before the sanction was applied, and without access to a structured appeal mechanism that could produce a binding reversal.³³ Two analytical dimensions of this case are significant for the norma-

³⁰ Fairgrieve, D., Busch, C., Büyüksagis, E., et al. 'Product Liability and Online Marketplaces: Comparison and Reform.' *International and Comparative Law Quarterly* 73, no. 2 (2024): 481–483. <https://doi.org/10.1017/S0020589324000046>

³¹ Damayanti, Fitria, Setyaning Wida N.A., and Endriyani Lestari. 'Analysis of Consumer Protection in Marketplace Transactions Based on Permendag Number 31 of 2023.' *Jurnal Ilmiah Hukum dan Bisnis* (2023): 120–138. <https://doi.org/10.20956/jl.v7i1.31003>.

³² Interview with Ivan (Shopee seller account NauraPonsel1), conducted 9 April 2025, 19.00–21.00 WIB. Ivan confirmed that the Samsung Galaxy A15 listing clearly stated '128GB' in the product title, in the technical specification table, and in the product description text, with a dedicated note distinguishing the 128GB and 64GB configurations. He stated that despite this, Shopee's moderation system found a product description violation following buyer complaints.

³³ Safira, Annisa. 'The Effectiveness of Consumer Protection Policies in Marketplace: A Case Study of Shopee.' *Jurnal Hukum dan Teknologi* 3, no. 2 (2022).

tive analysis. First, the enforcement action was taken entirely by Shopee's automated moderation algorithm without human judgment a mode of decision-making that international scholarship has identified as structurally prone to disproportionate outcomes, particularly where the platform's algorithmic system cannot distinguish between intentional seller fraud and supplier-side product substitution beyond the seller's control.³⁴ Second, no mechanism was provided for routing the consumer's harm claim or the seller's counter-representation to any institution capable of producing a legally binding determination of liability.

The question of whether Shopee, as a PPMSE, qualifies as a 'business actor' (*pelaku usaha*) within the meaning of Article 1 paragraph (3) of the UUPK is analytically critical and insufficiently addressed in existing Indonesian jurisprudence. The UUPK defines a business actor as any individual or legal entity whether in the form of a company, corporation, cooperative, state enterprise, or other form conducting commercial activities in the territory of the Republic of Indonesia. Shopee Indonesia indisputably satisfies these formal criteria. The more substantive question is whether Shopee's conduct in designing and operating the marketplace environment constitutes commercial activity in relation to the consumer, or whether its relationship with the consumer is solely mediated through the seller.³⁵ The statutory approach suggests that the answer must be found in function rather than in formal characterisation: a PPMSE that collects transaction fees, controls the product listing interface, administers the dispute resolution system, and holds funds in escrow during the transaction period is not acting as a mere conduit but as a commercial participant whose conduct has direct legal consequences for the consumer.³⁶ On this reading, Shopee bears not only the administrative enforcement obligations prescribed by Permendag No. 31 of 2023 but also the substantive obligations that the UUPK imposes on business actors including, in particular, the obligation under Article 7 letter (b) not to mislead consumers through the information published on its platform.

Three structural failures in Shopee's legal liability mechanism, as it currently operates under Permendag No. 31 of 2023, can be identified from the normative analysis and from the case illustrations examined in this study. The first is the absence of independent oversight over platform enforcement decisions. The Regulation assigns the enforcement function exclusively to the PPMSE itself, without requiring that enforcement decisions which may have severe economic consequences for sellers, and which determine whether consumers obtain redress be reviewed by any external authority.³⁷ This creates a conflict of interest that is structurally irresolvable within the current framework: the platform acts simultaneously as the rule-setter, the enforcement body, and the dispute resolution administrator, with no independent check on any of these functions. The second structural failure is the platform's reliance on algorithmic moderation as a substitute for juridical reasoning. An automated system that identifies a product description discrepancy cannot contextualise the finding against the full evidentiary record, cannot weigh proportionality consider-

³⁴ Büyüksağis, E. 'Extension of Strict Liability to E-Retailers.' *Journal of European Tort Law* 13, no. 2 (2022): 79-83. <https://doi.org/10.1515/jetl-2022-0004>.

³⁵ Mik, E. 'The Erosion of Autonomy in Digital Consumer Contracts.' *Law, Innovation and Technology* 12, no. 1 (2020): 71-74. <https://doi.org/10.1080/17579961.2020.1729546>

³⁶ Rahmatiar, Y., and Abas, M. 'Juridical Analysis of Consumer Protection in Marketplace Transactions Based on Law Number 8 Year 1999.' *Jurnal Ius Quia Iustum* 30, no. 1 (2023): 107-109.

³⁷ Implementation of Online Dispute Resolution and Marketplace Liability Based on the Principle of Intermediary Liability. *International Journal of Management and Law* 1, no. 4 (2024). <https://journal.admi.or.id/index.php/IJML/article/download/1618/1709>.

ations, and cannot distinguish between culpable seller conduct and supplier-side substitution that the seller had no capacity to detect or prevent.³⁸ The third structural failure is the complete absence of a legal pathway from the platform's internal dispute mechanism to formal consumer dispute resolution institutions specifically, the BPSK at the consumer's initiative. The BPSK mechanism established under Article 45 of the UUPK and elaborated in Permendag No. 72 of 2020 provides a formal, state-supervised dispute resolution process, but its physical and procedural inaccessibility to typical online consumers renders it structurally ineffective as a complement to the platform's internal system.³⁹

Comparative legal analysis supports the conclusion that the current Indonesian framework is structurally inadequate and that a normative reconstruction is both legally justified and practically necessary. In the European Union, the Product Liability Directive of 2024 and the Digital Services Act of 2022 collectively establish that a marketplace operator cannot claim complete immunity from product-related liability where it has enabled the conditions of harm including by permitting the publication of product listings it had the technical capacity to verify but chose not to verify.⁴⁰ In the United States, the evolving judicial treatment of Amazon's marketplace liability under strict product liability doctrine reflects a comparable trajectory: courts have increasingly held that the structural power of the platform over the conditions of sale generates a duty of care that cannot be negated by the intermediary fiction.⁴¹ Indonesia's Permendag No. 31 of 2023 is a significant step toward platform accountability, but it stops short of establishing the legal elements foreseeability, duty, breach, causation, and damage that would be necessary to construct a complete tortious liability claim against a PPMSE under Articles 1365 and 1366 of the Indonesian Civil Code. A normative reconstruction of Shopee's legal liability must therefore work across two levels simultaneously: completing the unfinished framework of Permendag No. 31 of 2023 through teleological interpretation consistent with its stated protective purpose, and grounding the platform's obligations in the general civil liability provisions of the KUHPerdata read in conjunction with the UUPK.

3.2. Legal Certainty for Consumers in Product Description Disputes on Marketplace Platforms in the Framework of UUPK No. 8 of 1999

Legal certainty (*kepastian hukum*) in the context of consumer disputes over product description violations on marketplace platforms cannot be assessed solely by reference to the existence of applicable statutory provisions. The UUPK No. 8 of 1999 indisputably establishes a normative architecture of consumer rights: Article 4 letter (c) guarantees the consumer's right to receive correct, clear, and honest information regarding the condition and guarantee of goods; Article 7 letter (b) imposes on every business actor the corresponding obligation to provide truthful, accurate, and non-misleading information about the products they offer; and Articles 1233 and 1234 of the Civil

³⁸ Büyüksagis, 'Extension of Strict Liability,' 80–81. See also: Narciso, M. 'The Unreliability of Online Review Mechanisms.' *Journal of Consumer Policy* 45, no. 3 (2022): 349–368. <https://doi.org/10.1007/s10603-022-09514-7>.

³⁹ Ramadhani, Niken. 'Responsibility of Business Actors for Product Information in Electronic Transactions.' *Jurnal Perlindungan Konsumen* 5, no. 1 (2023): 90–92.

⁴⁰ Fairgrieve et al., 'Product Liability and Online Marketplaces,' 492–500.

⁴¹ Büyüksagis, 'Extension of Strict Liability to E-Retailers,' 64–75, reviewing *Bolger v. Amazon* (2020) 53 Cal.App.5th 431 and subsequent developments. Büyüksagis concludes that the strict product liability framework applied to Amazon by Californian courts constitutes 'the most doctrinally coherent international precedent for imposing platform liability commensurate with platform control over conditions of sale.'

Code (KUHPerdata) establish that obligations arising from commercial agreements including the description-bound purchase contract concluded on a marketplace platform are enforceable at law and give rise to legal liability upon breach.⁴² The problem is not the absence of these norms. The problem is that the normative framework, as currently structured and as currently implemented through marketplace platforms, consistently fails to deliver the three constitutive elements of genuine legal certainty: clarity as to who bears legal responsibility for a product description violation; accessibility of the mechanism by which that responsibility can be practically enforced; and predictability of outcome for the consumer who seeks to invoke the UUPK's protective provisions⁴³

The case of Dzakhirah provides a factually grounded illustration of how this normative gap operates in practice. Dzakhirah purchased a phone case from a seller on the Shopee platform on the basis of a product listing that specified the colour and design of the item with apparent precision. The product physically received differed materially from both the specified colour and the displayed design a discrepancy that was, on any reasonable reading of Article 4 letter (c) of the UUPK, a straightforward violation of the consumer's right to receive goods conforming to their described characteristics.⁴⁴ When Dzakhirah filed a complaint through Shopee's internal dispute mechanism, the seller refused the return on the sole ground that no unboxing video had been produced at the moment of receipt. The complaint was dismissed. This outcome is legally anomalous in two distinct respects. First, neither the UUPK nor Permendag No. 31 of 2023 imposes any documentary pre-condition of unboxing video evidence on consumer complaints: the requirement is a unilateral procedural imposition by the platform that has no basis in positive Indonesian law and that operates, in its practical effect, as an extralegal barrier to the exercise of a statutory right.⁴⁵ Second, Article 22 of the UUPK establishes a reversed evidentiary burden in proceedings against business actors for product-related offences placing the burden of proof on the business actor rather than the consumer and the principle of consumer vulnerability that underlies this reversal has been interpreted in Indonesian legal scholarship as extending by analogy to civil dispute resolution proceedings, precisely because the consumer is structurally the weaker party in terms of access to evidence about the product's true specifications.⁴⁶

The procedural imbalance embedded in the Dzakhirah case is not incidental: it is structurally reproduced through the standard agreement that governs the consumer's relationship with the platform. Article 18 paragraph (1) of the UUPK prohibits business actors from including in standard agreements any clause that shifts the burden of proof onto the consumer (letter h), excludes

⁴² Rahmatiar, Y., and Abas, M. 'Juridical Analysis of Consumer Protection in Marketplace Transactions Based on Law Number 8 Year 1999.' *Jurnal Ius Quia Iustum* 30, no. 1 (2023): 105-112.

⁴³ Marzuki, Peter Mahmud. *Penelitian Hukum* (Edisi Revisi). Jakarta: Kencana Prenada Media Group, 2017, 58-60.

⁴⁴ Wawancara dengan Dzakhirah (konsumen, Shopee), sebagaimana dikutip dalam data primer penelitian ini. The factual record of Dzakhirah's case – the nature of the product description discrepancy, the seller's refusal to accept the return, and the basis on which the complaint was dismissed – was established through documentation of consumer complaint practice collected during this research. See also: Setyani, Rizqiana. 'Legal Protection Against Consumers in the Delivery of Goods that Do Not Match the Picture on the Marketplace According to Law Number 8 Year 1999.' *Thesis*, Universitas Islam Sultan Agung Semarang, 2022: 45-69. <http://repository.uinissula.ac.id/id/eprint/25779>.

⁴⁵ Neither Article 30 of Permendag No. 31 of 2023 nor any provision of the UUPK specifies unboxing video evidence as a condition for consumer complaint acceptance. Shopee's enforcement of this requirement constitutes a unilateral imposition that exceeds the regulatory framework and is inconsistent with the obligation under Article 7(c) of the UUPK not to treat consumers in a discriminatory or unfair manner. See: Safira, Annisa. 'The Effectiveness of Consumer Protection Policies in Marketplace: A Case Study of Shopee.' *Jurnal Hukum dan Teknologi* 3, no. 2 (2022).

⁴⁶ Miik, E. 'The Erosion of Autonomy in Digital Consumer Contracts.' *Law, Innovation and Technology* 12, no. 1 (2020): 81-84. <https://doi.org/10.1080/17579961.2020.1729546>

or limits the business actor's liability for losses suffered by the consumer (letter a), or allows the business actor to determine unilaterally the condition of the goods at the time of delivery (letter e). Shopee's unboxing video requirement functions as precisely such a clause: it is imposed unilaterally by the platform; it is a prerequisite whose satisfaction the consumer controls imperfectly and after the fact; and its practical effect is to reduce systematically the probability that consumer complaints will succeed, without any corresponding reduction in the business actor's legal obligations under the UUPK.⁴⁷ The broader legal literature on standard agreements in digital platform contexts has consistently identified this pattern the substitution of procedural barriers for substantive protection as one of the defining pathologies of platform governance, one that conventional contractual doctrine is structurally ill-equipped to address without targeted legislative intervention.⁴⁸

The gap between the UUPK's stated protective objectives and their practical delivery is further magnified by the structural inaccessibility of the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, hereinafter BPSK) as a formal redress mechanism. Article 45 of the UUPK guarantees consumers the right to resolve disputes through the courts or through independent institutions established for this purpose, of which BPSK established under Article 49 is the primary non-judicial channel. Permendag No. 72 of 2020 elaborates BPSK's procedural architecture: consumers submit a written complaint supported by evidence of purchase and loss; BPSK convenes a hearing; and disputes are resolved through mediation, conciliation, or arbitration, with decisions subject to objection proceedings before the District Court within fourteen days. In formal terms, this mechanism is comprehensive. In practical terms, it is prohibitively inaccessible for the typical e-commerce consumer. BPSK proceedings require physical attendance at the relevant regional office, documentary submission in a specified format, and compliance with a procedural timeline calibrated to the complexity of formal commercial dispute resolution rather than to the scale, speed, and low transaction values characteristic of digital marketplace commerce.⁴⁹ For a consumer whose dispute involves a product of modest monetary value as is true of the vast majority of marketplace transactions the cost, time, and effort required to initiate and sustain BPSK proceedings bears no rational relationship to the value at stake. The predictable and documented result is that consumers abandon meritorious claims rather than pursue formal redress, and the UUPK's guarantee of legal certainty remains, for most marketplace consumers, legally nominal rather than practically effective.⁵⁰

Underlying all three failure modes the absence of a legally grounded evidentiary standard for complaint acceptance, the procedural barriers embedded in the platform's standard agreement, and the institutional inaccessibility of BPSK is a structural and persistently reproduced information asymmetry between the consumer and all other actors in the marketplace transaction.⁵¹ The seller possesses knowledge of the physical product's actual specifications before dispatch. The

⁴⁷ Damayanti, F., Setyaning Wida N.A., and Lestari, E. 'Analysis of Consumer Protection in Marketplace Transactions Based on Permendag Number 31 of 2023.' *Jurnal Ilmiah Hukum dan Bisnis* (2023): 127-130. <https://doi.org/10.20956/jl.v7i1.31003>.

⁴⁸ Loos, M.B.M., and Luzak, J.A. 'Wanted: A Bigger Stick. On Unfair Terms in Consumer Contracts with Online Service Providers.' *Journal of Consumer Policy* 39, no. 1 (2016): 63-90. <https://doi.org/10.1007/s10603-015-9303-7>

⁴⁹ Ramadhani, Niken. 'Responsibility of Business Actors for Product Information in Electronic Transactions.' *Jurnal Perlindungan Konsumen* 5, no. 1 (2023): 90-92.

⁵⁰ Natalia, Rika Citra. 'Urgency of Legal Protection for Online Shop Consumers in Social Media.' *Law Review* 18, no. 3 (2019): 340-343. <https://doi.org/10.19166/lr.v18i3.1407>.

⁵¹ Fairgrieve, D., Busch, C., Büyüksagis, E., et al. 'Product Liability and Online Marketplaces: Comparison and Reform.' *International and Comparative Law Quarterly* 73, no. 2 (2024): 485-487. <https://doi.org/10.1017/S0020589324000046>.

platform operator holds complete records of the seller's listing history, complaint history, and performance metrics. The consumer, by contrast, has access only to the information the seller has chosen to publish on the platform's interface information whose accuracy cannot be independently verified before purchase, and whose non-conformity with the physical product can only be established post-delivery, at which point the consumer's procedural capacity to generate and preserve admissible evidence has already been weakened by the platform's evidentiary rules.⁵² Information asymmetry of this character is not merely a market imperfection remediable through consumer education. It is a structural condition that the legal system must actively counteract through mandatory disclosure obligations incumbent on sellers, reversed evidentiary presumptions applicable in dispute proceedings, and platform-level due diligence requirements that assign to the operator rather than the consumer the primary responsibility for the accuracy of information published on its interface⁵³

A normative reconstruction adequate to deliver genuine legal certainty for marketplace consumers requires coordinated intervention at three complementary levels. At the legislative level, the UUPK's reversed burden of proof under Article 22 must be extended explicitly to civil consumer dispute proceedings before both BPSK and the courts requiring the business actor, whether seller or platform, to demonstrate that the product delivered conformed to the description published, rather than placing on the consumer the obligation to prove non-conformity.⁵⁴ At the regulatory level, Permendag No. 31 of 2023 should be amended to prohibit marketplace platforms from imposing unboxing video requirements or analogous procedural conditions as prerequisites for complaint acceptance, and to mandate accessible digital pathways from platform internal dispute systems to BPSK including online evidence submission and preliminary hearings that remove the physical attendance barrier.⁵⁵ At the platform governance level, Shopee and analogous PPMSE operators must be required to publish transparent, auditable data on the outcomes of their internal dispute mechanisms including complaint acceptance rates, resolution rates by outcome type, and average settlement timescales so that consumers, regulators, and the academic community can assess whether the platform's internal system performs its stated protective function or operates primarily as an administrative filter designed to minimise the volume of successful consumer claims.⁵⁶

4. Conclusion

Shopee's legal liability as a marketplace platform operator under Permendag No. 31 of 2023 is structurally incomplete. Although Article 30 assigns Shopee the obligation to terminate access to non-compliant sellers, the framework is undermined by the absence of independent oversight,

⁵² Fairgrieve et al., 'Product Liability,' 486–487

⁵³ Büyüksagis, E. 'Extension of Strict Liability to E-Retailers.' *Journal of European Tort Law* 13, no. 1 (2022): 82–85. <https://doi.org/10.1515/jetl-2022-0004>

⁵⁴ Septian, F., Rahmatiar, Y., and Abas, M. 'Legal Protection of Consumers in Marketplace Transactions Through Instagram Social Media.' *Collegium Studiosum Journal* (2023): 619–620. <https://doi.org/10.56301/csj.v6i2.1087>.

⁵⁵ Regulation (EU) No. 524/2013 on Online Dispute Resolution for consumer disputes provides a comparative model for the integration recommended here: an EU-wide ODR platform that allows consumers to submit disputes arising from online transactions electronically and to be connected with certified dispute resolution bodies without physical attendance. See: Fairgrieve et al., 498–503.

⁵⁶ Rahmatiar, Y. 'Legal Protection of Consumers Against Misuse of Personal Data by Business Actors in the Digital Era.' *Jurnal Ekonomi* (2024): 1922–1926. <https://ejournal.seaninstitute.or.id/index.php/Ekonomi/article/view/5468>.

reliance on opaque algorithmic moderation, and the Regulation's total silence on Shopee's own direct liability toward harmed consumers. As a PPMSE that collects fees, administers escrow, and controls the dispute resolution system, Shopee qualifies as a business actor under Article 1(3) of the UUPK and cannot claim immunity behind the intermediary fiction.

Legal certainty for consumers under UUPK No. 8 of 1999 remains formally guaranteed but practically unrealised. Shopee's unboxing video requirement contradicts the reversed burden of proof under Article 22 and violates the prohibition on unfair standard agreement clauses under Article 18. BPSK remains structurally inaccessible for typical e-commerce consumers. Three levels of normative reconstruction are necessary: extending the reversed burden of proof explicitly to civil consumer dispute proceedings; amending Permendag No. 31 of 2023 to prohibit platform-imposed evidentiary prerequisites and mandate accessible digital pathways to BPSK; and requiring transparent reporting on platform dispute resolution outcomes. Without these reforms, consumer rights in marketplace transactions will remain nominal.

References

- Afifuddin, Muhammad. 'The Effectiveness of GCPL in Digital Consumer Dispute Resolution.' *Jurnal Hukum & Pembangunan Ekonomi* 8, no. 1 (2021): 70–80.
- Akman, Pinar. 'The Concept of Abuse in EU Competition Law: Law and Economic Approaches.' *Modern Law Review* 73, no. 1 (2010): 1–40. <https://doi.org/10.1111/j.1468-2230.2009.00788.x>
- Arifin, Arif. *Pendekatan Yuridis Normatif: Teori dan Aplikasi*. Yogyakarta: Penerbit Andi, 2020.
- Büyüksagis, Erdem. 'Extension of Strict Liability to E-Retailers.' *Journal of European Tort Law* 13, no. 1 (2022): 64–95. <https://doi.org/10.1515/jetl-2022-0004>
- Damayanti, Fitria, Setyaning Wida N.A., dan Endriyani Lestari. 'Analysis of Consumer Protection in Marketplace Transactions Based on Permendag Number 31 of 2023.' *Jurnal Ilmiah Hukum dan Bisnis* (2023): 120–138. <https://doi.org/10.20956/jl.v7i1.31003>
- Fairgrieve, Duncan, Christoph Busch, Erdem Büyüksagis, et al. 'Product Liability and Online Marketplaces: Comparison and Reform.' *International and Comparative Law Quarterly* 73, no. 2 (2024): 477–504. <https://doi.org/10.1017/S0020589324000046>
- Indonesia. Kitab Undang-Undang Hukum Perdata (*Burgerlijk Wetboek*).
- Indonesia. Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42.
- Indonesia. Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik sebagaimana diubah dengan Undang-Undang Nomor 1 Tahun 2024.
- Indonesia. Peraturan Menteri Perdagangan Nomor 31 Tahun 2023 tentang Perizinan Berusaha, Periklanan, Pembinaan, dan Pengawasan Pelaku Usaha dalam Perdagangan Melalui Sistem Elektronik.
- Indonesia. Peraturan Menteri Perdagangan Nomor 72 Tahun 2020 tentang Badan Penyelesaian Sengketa Konsumen.
- Loos, Marco B.M., dan Joasia A. Luzak. 'Wanted: A Bigger Stick. On Unfair Terms in Consumer Contracts with Online Service Providers.' *Journal of Consumer Policy* 39, no. 1 (2016): 63–90. <https://doi.org/10.1007/s10603-015-9303-7>
- Marzuki, Peter Mahmud. *Penelitian Hukum. Edisi Revisi*. Jakarta: Kencana Prenada Media Group, 2017.

- Mik, Eliza. 'The Erosion of Autonomy in Digital Consumer Contracts.' *Law, Innovation and Technology* 12, no. 1 (2020): 59–91. <https://doi.org/10.1080/17579961.2020.1729546>
- Moniaga, Luh Ayu. 'Legal Protection of Consumers Against Nonconforming Goods by Online Shop Sellers Through Marketplace.' *Disertasi Doktor*, Universitas Islam Sultan Agung Semarang, 2023. <http://repository.unissula.ac.id/id/eprint/31607>
- Narciso, Marta. 'Unreliability of Online Reviews: Impacts and Regulatory Perspectives.' *Journal of Consumer Policy* 45, no. 3 (2022): 399–422. <https://doi.org/10.1007/s10603-022-09514-7>
- Natalia, Rika Citra. 'Urgency of Legal Protection for Online Shop Consumers in Social Media.' *Law Review* 18, no. 3 (2019): 328–346. <https://doi.org/10.19166/lr.v18i3.1407>
- Pradana, Miko. 'Klasifikasi Jenis-Jenis Bisnis E-Commerce di Indonesia.' *Jurnal Neo-Bis* 9, no. 2 (2015): 32–40. <https://journal.trunojoyo.ac.id/neo-bis/article/download/1271/1095>
- Rahmatiar, Yuniar. 'Legal Protection of Consumers Against Misuse of Personal Data by Business Actors in the Digital Era.' *Jurnal Ekonomi* (2024): 1915–1928. <https://ejournal.seaninstitute.or.id/index.php/Ekonomi/article/view/5468>
- Rahmatiar, Yuniar, dan Muhammad Abas. 'Juridical Analysis of Consumer Protection in Marketplace Transactions Based on Law Number 8 Year 1999.' *Jurnal Ius Quia Iustum* 30, no. 1 (2023): 105–112.
- Ramadhani, Niken. 'Responsibility of Business Actors for Product Information in Electronic Transactions.' *Jurnal Perlindungan Konsumen* 5, no. 1 (2023): 85–95.
- Renouw, Dian Mega Erianti. *Perlindungan Hukum Marketplace: Perlindungan Hukum Pelaku Usaha & Konsumen Marketplace di Indonesia, Singapura, dan Australia*. Jakarta: Pramuka Grafika, 2016.
- Safira, Annisa. 'The Effectiveness of Consumer Protection Policies in Marketplace: A Case Study of Shopee.' *Jurnal Hukum dan Teknologi* 3, no. 2 (2022).
- Sauri, Ahmad Sopian, Yuniar Rahmatiar, dan Muhammad Abas. 'Analysis of Consumer Protection on the Responsibility of Business Actors Producing Liquid Syrup Drugs that Cause Acute Kidney Failure in Children.' *Jurnal Ilmu Hukum: THE JURIS* (2023): 92–104. <https://doi.org/10.56301/juris.v7i1.833>
- Septian, Fajar, Yuniar Rahmatiar, dan Muhammad Abas. 'Legal Protection of Consumers in Marketplace Transactions Through Instagram Social Media.' *Collegium Studiosum Journal* (2023): 616–623. <https://doi.org/10.56301/csj.v6i2.1087>
- Setyani, Rizqiana. 'Legal Protection Against Consumers in the Delivery of Goods that Do Not Match the Picture on the Marketplace According to Law Number 8 Year 1999 (Case Study on Lazada Customers in Kendal).' *Skripsi*, Universitas Islam Sultan Agung Semarang, 2022: 45–69. <http://repository.unissula.ac.id/id/eprint/25779>
- Setyowati, Lilis, dan Rina Yuliana. 'Kontrak Elektronik dalam Hukum Perdata Indonesia.' *Jurnal Konstitusi dan Perdata* 12, no. 2 (2020): 120–128.
- Shopee. 'Tentang Produk yang Dilarang.' Diakses 16 April 2025. <https://seller.shopee.co.id/edu/article/6843>
- Subekti. *Hukum Perjanjian*. Jakarta: Intermedia, 2022.
- Sutedi, Adrian. *Tanggung Jawab Produk dalam Hukum Perlindungan Konsumen*. Jakarta: Ghalia Indonesia, 2008.
- Tutik, Titik Triwulan. *Hukum Perdata dalam Sistem Hukum Nasional*. Jakarta: Kencana, 2015.
- Union Européenne. Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on Online Dispute Resolution for Consumer Disputes. *Official Journal of the European Union* L 165/1, 18 June 2013.

Wawancara dengan Dzakhirah (konsumen, Shopee), sebagaimana dikutip dalam data primer penelitian, 2024.

Wawancara dengan Ivan (penjual, akun NauraPonsel1, Shopee). 9 April 2025, pukul 19.00–21.00 WIB.

Yunus, Asep. 'Consumer Legal Protection in the Era of Trade Digitalization.' *Jurnal Hukum Ekonomi* 14, no. 2 (2022): 55–65.
