



Consumer Protection in E-Commerce Business Agreements: A Study of Indonesian Positive Law

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Abstract

Advances in information and communication technology have driven the development of e-commerce as a modern form of electronic-based business transactions. While online commerce offers convenience and efficiency, it also poses various risks for consumers, such as fraud, product nonconformity, and misuse of personal data. This situation places consumers in a weak position in their legal relationship with businesses, necessitating strong and effective legal protection. This study aims to analyze consumer protection regulations in e-commerce transactions based on Indonesian positive law and to examine the implementation of the principles of good faith and balance of interests as stipulated in Law Number 8 of 1999 concerning Consumer Protection. The research method used is normative legal research with statutory, conceptual, and literature study approaches. The results show that Indonesian positive law, through the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), Government Regulation Number 80 of 2019, and the Civil Code, has provided a normative foundation for consumer protection in electronic transactions. However, its implementation still faces obstacles such as weak supervision, difficulties in verifying the identity of business actors, and the suboptimal functioning of consumer dispute resolution institutions. The principles of good faith and balance of interests have also not been fully implemented due to the dominance of business actors in standard agreements, which tend to be detrimental to consumers.

Keyword: Consumer Protection, *E-Commerce*, Agreement, Indonesian Positive Law.

Introduction

The advancement of information and communication technology today is moving toward convergence, providing convenience for humans in their roles as creators, developers, and users of technology. One of the most evident manifestations of this development is the increasing use of the internet. As an electronic medium for information and communication, the internet has now been widely utilized for various activities, ranging from data or news retrieval, sending messages via email, to commercial activities. Trade activities carried out through internet networks are commonly referred to as e-commerce (Samual, 2025).

In practice, buying and selling activities through the internet often create various problems. One such issue arises when consumers fail to fulfill their obligation to pay for the purchased goods or services. If one party fails to carry out their responsibilities as stipulated in the agreement, the aggrieved party has the right to file a lawsuit to claim compensation in accordance with applicable laws and regulations (M. K. H. Harahap et al., 2025).

Article 1 paragraph (2) of Law Number 11 of 2008, as amended by Law Number 19 of 2016 concerning Electronic Information and Transactions (UU ITE), explains that *Electronic Information* is one or more electronic data that may consist of

text, sound, images, maps, designs, photographs, electronic data interchange (EDI), electronic mail (email), telegrams, telexes, telecopies (faxes), or similar forms that have been processed to possess meaning or can be understood by humans.

Electronic information is not merely raw data but processed data that has meaning and can be understood. For instance, an unedited photo file is not considered electronic information, but if the photo has been edited and carries a specific meaning, it can be categorized as electronic information. This definition includes various types of data stored and transmitted in electronic form. Electronic information holds the same legal standing as physical documents, provided it meets the requirements stipulated in the UU ITE.

E-commerce serves as a modern alternative for conducting transactions online without the physical presence of business actors. This business activity encompasses the entire process of buying and selling conducted through electronic media via the internet. Today, people's lives are greatly assisted by technological and electronic advancements, allowing many tasks to be completed more easily and efficiently (Sudaryono et al., 2020).

The utilization of e-commerce in trade activities has had a significant impact both globally and domestically. For Indonesia, this development is closely related to legal issues of great significance. The legal issues in e-commerce primarily focus on efforts to provide protection for consumers who engage in online transactions.

Article 1 paragraph (2) of the Consumer Protection Law (UUPK) states:

"A consumer is any person who uses goods and/or services available in the community, whether for personal, family, other people's interests, or other living beings and not for trading."

The explanation of Article 1 paragraph (2) of the Consumer Protection Law distinguishes between *end consumers* and

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intermediate consumers. An end consumer is one who directly uses or utilizes a product for personal needs, whereas an intermediate consumer uses a product as part of the production process to produce other goods. In this law, the term “consumer” refers specifically to end consumers (Hamid & SH, 2017).

Consumers are often in a weak position in their legal relationships with business actors, which creates the need for adequate legal protection. Therefore, Law Number 8 of 1999 concerning Consumer Protection was enacted to provide legal certainty and protect consumers from irresponsible business practices. This law aims to strengthen the dignity of consumers and enhance their bargaining position in economic activities.

Article 4(b) of the UUPK stipulates:

“Consumers have the right to choose goods and/or services and to obtain such goods and/or services according to the exchange value and conditions as well as guarantees promised.”

In practice, this provision grants e-commerce business actors considerable freedom to engage in honest business practices while ensuring consumers’ right to accurate information when purchasing goods and their right to compensation. Referring to Article 1320 of the Indonesian Civil Code (KUHPerdata), the legal requirements for a valid contract include:

1. Agreement of the parties
2. Capacity of the parties
3. A specific object
4. A lawful cause (Romli, 2021)

The issue of legal capacity in online transactions arises when one of the parties involved is a minor. This can lead to problems since verifying one’s identity accurately in the virtual space is not an easy task. Moreover, the element of mutual consent also becomes an important factor in determining to what extent the applicable legal principles can be properly implemented in internet-based transactions (Rizan et al., 2022).

Consumer protection is closely related to legal protection, inherently containing a juridical dimension. Such protection not only concerns physical aspects but primarily emphasizes the fulfillment of consumers’ abstract rights. Therefore, consumer protection can be understood as a form of legal guarantee of consumer rights. These rights are rooted in the development of consumer protection principles as established in UN Resolution No. 39/248 of 1985, which Indonesia adopted through Law No. 8 of 1999 on Consumer Protection (UUPK).

The UN Resolution No. 39/248 of 1985 on the *Guidelines for Consumer Protection* establishes a set of principles for UN member states to safeguard consumer rights. The resolution recognizes that consumers are often in a vulnerable position in their relationships with suppliers of goods and services, aiming to ensure that consumers have access to safe, high-quality, and affordable products and services.

Overall, this resolution serves as an important foundation for the development of consumer protection laws and policies in many countries, including Indonesia. It provides a framework to ensure fair and equitable treatment of consumers in the marketplace (Kusumadewi & Sharon, 2022).

Law Number 8 of 1999 on Consumer Protection essentially aims to enhance the dignity and self-reliance of consumers by developing their awareness, knowledge, care, and ability to protect themselves. At the same time, the law seeks to encourage business actors to exercise responsibility in conducting their activities. However, its implementation still faces several limitations and has not yet been able to fully provide protection and assurance to consumers as expected (Tampubolon, 2016).

According to Article 4 of the UUPK, consumer rights include:

1. The right to obtain comfort, security, and safety when consuming goods and/or services.
2. The right to choose goods and/or services and to obtain them according to the price, condition, and guarantees promised.
3. The right to accurate, clear, and honest information regarding goods and/or services.
4. The right to express opinions and complaints concerning goods and/or services.

5. The right to obtain advocacy, protection, and fair dispute resolution.
6. The right to consumer education and awareness.
7. The right to receive proper, honest, and non-discriminatory treatment.
8. The right to compensation or replacement if goods or services received are not in accordance with the agreement.
9. Other rights as regulated by laws and regulations (Njatrijani, 2017).

One case related to consumer disputes is Supreme Court Decision No. 553 K/Pdt.Sus-BPSK/2025, involving Deden Gumilar and PT Tokopedia concerning an undelivered product. The Indramayu Consumer Dispute Settlement Agency (BPSK) initially ruled that Tokopedia must replace the product or refund the consumer and pay a fine of IDR 200 million. Tokopedia appealed to the Indramayu District Court, which granted the appeal on the grounds that Tokopedia had refunded the payment and acted in good faith. The Supreme Court rejected BPSK’s cassation appeal, ruling that BPSK had violated the arbitration procedure because it failed to conduct conciliation or mediation as required by Minister of Trade Regulation No. 17/M-DAG/PER/4/2007. This decision underscores the importance of procedural compliance in resolving consumer disputes and the protection of good-faith business actors (Putusan et al., n.d.).

The implementation of Law Number 8 of 1999 on Consumer Protection in e-commerce transactions, particularly in cases of consumer loss, is realized through the business actor’s obligation to provide adequate remedies. Consumers have the right to demand refunds, product replacement, or other compensation as stipulated by law. The principle of good faith requires business actors to provide accurate, clear, and non-misleading information, while the principle of balance ensures that consumer and business rights and obligations are treated proportionally. Dispute resolution mechanisms can be carried out through negotiation, the Consumer Dispute Settlement Agency (BPSK), or the courts, ensuring legal certainty and fair consumer protection in digital transactions.

In today’s digital era, online transactions have become the primary choice due to their convenience and efficiency. However, electronic commerce systems also carry certain risks, such as potential losses or fraud resulting from service errors. Therefore, clear legal regulations are needed to ensure protection for both consumers and business actors, preventing future legal disputes.

Based on these issues, several aspects warrant further examination. Therefore, the author is interested in conducting this research entitled “Consumer Protection in E-Commerce Business Agreements: A Study of Indonesian Positive Law.” This study aims to analyze:

1. How consumer protection in e-commerce is regulated within Indonesia’s positive legal system, and
2. How the principles of good faith and balance of interests, as stipulated in Law Number 8 of 1999 on Consumer Protection, are implemented in the concept of consumer protection in e-commerce transactions.

Method

This study employs a normative legal research approach (doctrinal legal research), which focuses on analyzing positive legal norms, legal principles, and doctrines to address issues related to consumer protection in e-commerce business agreements. This approach does not emphasize empirical aspects but instead concentrates on the substance of laws and regulations as well as the prevailing legal principles. Additionally, an empirical juridical approach is also used to examine the conformity between legal provisions and their actual implementation, particularly regarding the application of legal protection for consumers in electronic transactions (Firmanto et al., 2024).

In this research, a statutory approach is applied by examining various relevant regulations, such as the Indonesian Civil Code (KUHPerdata), Law Number 8 of 1999 on Consumer Protection, Law Number 11 of 2008 jo. Law Number 19 of 2016

on Electronic Information and Transactions (ITE Law), Government Regulation Number 80 of 2019 on Trade Through Electronic Systems, and relevant Supreme Court decisions.

A conceptual approach is also employed to study legal theories and doctrines concerning consumer protection, electronic contracts, and the principles of contract and e-commerce law. Furthermore, the study applies the Responsive Law Theory as an analytical tool to assess the effectiveness of consumer legal protection in the context of justice (S. R. Harahap, 2023).

The data sources in this research consist of primary, secondary, and tertiary legal materials.

- Primary legal materials include legislation and court rulings relevant to consumer protection and e-commerce.
- Secondary legal materials comprise books, academic journals, and prior legal research.
- Tertiary legal materials consist of legal dictionaries, encyclopedias, and official government websites such as *peraturan.go.id* and *mahkamahagung.go.id*.

The collection of legal materials is conducted through library research by reviewing legal sources from libraries and online databases, including court decisions related to electronic transaction disputes (Sembiring et al., 2023).

The analysis of legal materials is carried out qualitatively, by describing and interpreting legal rules and doctrines to answer the research problems. The analysis includes a systematic interpretation of interrelated regulations, an examination of fundamental legal principles such as *good faith*, *justice*, and *balance*, as well as a review of consumer protection practices based on case studies and court decisions.

Through this method, the study assesses the extent to which Indonesia's positive law has effectively provided fair and adequate protection for consumers in e-commerce business transactions (Purba et al., 2021).

Results and Discussion

Consumer Protection Regulations in E-Commerce under Indonesia's Positive Legal System

Article 49 paragraph (1) of Government Regulation of the Republic of Indonesia Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions stipulates that business actors who market products through electronic systems are required to provide accurate and complete information regarding contractual terms, producer identity, and product characteristics (Usman, 2017).

Law Number 8 of 1999 concerning Consumer Protection, along with the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, in principle, provides an adequate foundation for implementing legal protection for consumers. The provisions governing the rights and obligations of both business actors and consumers are clearly established to maintain balance and protect the interests of both parties (Nasution, 1999).

These regulations are expected to improve Indonesia's economy; however, their implementation has not been fully optimal due to several challenges. One major obstacle is the low level of legal awareness among stakeholders involved in consumer protection, including the government, business actors, and consumers themselves. The effectiveness of Law Number 8 of 1999 depends heavily on the awareness and commitment of all parties. The government has a duty to uphold its responsibility in ensuring legal protection for its citizens, while business actors must recognize that their commercial activities should serve broader public interests, including health, safety, and consumer security.

Therefore, every business activity should be conducted ethically to ensure that products are of high quality and safe to use. On the other hand, consumers must also be aware of their rights. Without such awareness, consumer movements demanding their rights will not develop (Banola et al., 2025).

In general, several obstacles in implementing Law Number 8 of 1999 on Consumer Protection can be identified, including:

1. Low consumer awareness of their rights;
2. Low levels of consumer education;
3. Lack of serious preparation to equip Indonesian consumers for the free market era;
4. Weak supervision over product quality standards and limited enforcement effectiveness; and
5. Misperceptions among business actors who view consumer protection as a hindrance that may cause business losses (Fransisco, 2019).

To overcome these problems, concrete measures must be taken to ensure that free trade benefits Indonesian consumers rather than harms them. Several prerequisites must be met so that free trade becomes a blessing instead of a burden. The steps that can be taken include:

1. Trade must be based on the principle that business actors and consumers mutually depend on one another, both in the short and long term. Therefore, balanced legal protection must be guaranteed for both parties.
2. The Consumer Protection Law should be formulated with reference to the national development philosophy, focusing on the holistic development of Indonesian people based on the state ideology, Pancasila, and the 1945 Constitution.
3. Revision of the existing Consumer Protection Law should be undertaken, maintaining a balanced consideration between business actors and consumers while accommodating both national and international interests. Legal instruments designed to protect consumers should not aim to suppress businesses; on the contrary, effective consumer protection fosters a healthy business climate, encouraging the growth of strong and competitive enterprises that provide quality goods and services.
4. Law enforcement authorities must supervise, address, and resolve every violation seriously by imposing firm and proportional sanctions, ensuring a deterrent effect.
5. The law must be responsive, capable of accommodating emerging issues, and open to public input regarding legal certainty and consumer protection (Bella Riawan, 2015).

Weaknesses of Law Number 8 of 1999 on Consumer Protection in E-Commerce Services

Article 29 of Law Number 8 of 1999 states that the government holds the primary role and responsibility in developing and implementing consumer protection, delegated to the Minister of Industry and Trade (Indonesia, 1999). This provision demonstrates that the state has a strategic role in ensuring a balance between business and consumer interests so that market mechanisms are not solely dictated by profit motives but also guided by the principles of justice, safety, and public welfare.

The government is responsible for establishing policies, monitoring compliance, enforcing the law, and guiding consumer protection agencies to ensure that consumers obtain legal certainty over their rights. Hence, Article 29 serves as an essential legal foundation affirming that consumer protection is not only the responsibility of individuals or businesses but also a core state function to ensure a fair, healthy, and competitive business environment in the era of free trade.

Decisive government action in enforcing the Consumer Protection Law would generate a significant positive impact. It would increase consumer trust in the legal system, encourage public participation and consumer institutions in monitoring business practices, and motivate business actors to produce quality and safe products. As a result, a transparent and competitive business climate would emerge.

If the government consistently implements consumer protection effectively, consumers will enjoy comfort, safety, and legal certainty in every transaction, while strengthening their position within modern trade dynamics (Izazi et al., 2024).

In conclusion, weaknesses in implementing Law Number 8 of 1999 on Consumer Protection are found in several key aspects:

1. The government has not yet provided optimal public service due to insufficient seriousness in performing its supervisory functions;
2. Many products circulating in the market still do not meet SNI (Indonesian National Standards), which should serve as benchmarks for product quality and consumer safety;
3. The law fails to clearly define what constitutes a consumer dispute, creating ambiguity in legal interpretation and dispute resolution.

These weaknesses indicate the need for systemic reform to ensure that the objectives of consumer protection are effectively achieved.

Barriers to the implementation of consumer protection laws are generally rooted in several factors:

- Many consumers remain unaware of their rights and obligations, resulting in a weak bargaining position against business actors;
- The performance and readiness of related institutions, especially the Department of Industry and Trade, are not yet optimal in carrying out their supervisory and enforcement roles;
- Public awareness campaigns regarding consumer protection remain limited, despite being essential for empowering consumers to become more conscious, critical, and assertive in upholding their rights (Puspita, 2023).

Several issues in protecting consumer rights in e-commerce transactions reveal gaps in both regulation and practice that hinder certainty, security, and fairness for consumers:

1. Consumers cannot directly identify, inspect, or touch products before purchasing, leading to doubts about product quality and accuracy.
2. Lack of clarity or misleading information about products prevents consumers from making informed purchasing decisions.
3. The legal status of business actors in online transactions is often unclear, complicating dispute resolution.
4. There are insufficient guarantees for transaction security and consumer data privacy, especially in online payments involving credit cards or e-money.
5. The unbalanced allocation of risk, where consumers usually pay in advance without guaranteed delivery assurance.
6. The cross-border nature of e-commerce transactions creates jurisdictional challenges that complicate dispute settlement between consumers and business actors (Kamal, 1999).

Implementation of the Principles of Good Faith and Balance of Interests as Regulated in Law Number 8 of 1999 on Consumer Protection in the Context of Consumer Protection in E-Commerce Transactions

The principles of good faith and balance of interests are fundamental pillars in consumer protection law as stipulated in Law Number 8 of 1999 on Consumer Protection (UUPK). The principle of good faith requires business actors to act honestly, transparently, and not misleadingly toward consumers in every aspect of a transaction, including product information, pricing, contractual terms, and after-sales services. Meanwhile, the principle of balance of interests ensures fairness between the consumer's right to obtain clear information and receive products that meet expectations, and the business actor's right to conduct commercial activities in a fair and reasonable manner.

In the context of e-commerce transactions, which are characterized by distance, anonymity, and minimal physical interaction, the implementation of these principles becomes increasingly crucial. Good faith guarantees the responsibility of business actors toward consumers, while the balance of interests ensures that consumer protection does not hinder economic activities and that business actors can operate fairly. Thus, both principles play a strategic role in creating a transparent, fair, and mutually beneficial relationship between e-commerce business actors and consumers (Sjahdeini, 1993).

Article 2 of the Consumer Protection Law stipulates that consumer protection is based on the principles of benefit,

justice, balance, security, consumer safety, and legal certainty. The principle of good faith is explicitly set out in Article 7(a) of the UUPK, which requires business actors to act in good faith in conducting their business activities. In e-commerce transactions, this means business actors must provide accurate, clear, and honest information about their products or services, including price, quality, payment methods, and delivery procedures. Such transparency is crucial to prevent consumer losses caused by misinformation or deceptive practices (Sihombing, 2023).

The principle of balance of interests in the UUPK emphasizes that consumer protection must coexist with the business actors' opportunity to develop their economic activities. This balance requires that consumer rights not be placed in a one-sided manner that disadvantages businesses, while business actors must not exploit their position to the detriment of consumers. Hence, both parties' rights and obligations must be positioned proportionally to guarantee legal certainty, create a healthy business climate, and ensure the absence of domination or injustice in contractual relationships between business actors and consumers (Atsar & Apriani, 2019).

In the context of digital commerce, the principle of balance of interests becomes essential given the nature of online transactions, which often create uncertainty due to distance, limited communication, and minimal direct supervision. The implementation of this principle is reflected, first, in fair dispute resolution mechanisms, whether through internal mediation by e-commerce platforms, consumer protection agencies, or formal legal channels. This ensures that consumers who experience losses can still access justice without hindering business continuity.

Second, this principle is evident in the protection of consumers' personal data, which has become a critical issue in the digital era. Business actors are obliged to maintain the confidentiality of consumer data and are prohibited from using it for other purposes without consent. Conversely, consumers must provide accurate and accountable information, thereby establishing a fair and proportional relationship between both parties (Ningsih et al., 2025).

This principle also prevents the use of unfair standard clauses that harm consumers, as prohibited by Article 18 of the UUPK. In e-commerce practices, business actors frequently impose unilateral terms and conditions. The UUPK, therefore, serves to prevent such imbalances and to ensure that consumers are not bound by clauses that contravene the law or violate their rights (Fista et al., 2023).

Accordingly, the implementation of the principles of good faith and balance of interests in e-commerce transactions requires business actors to act honestly and transparently, while also emphasizing the protection of consumer rights without obstructing digital innovation and business growth. The application of these principles aims to establish a healthy, fair, and sustainable electronic commerce ecosystem, wherein the relationship between business actors and consumers operates proportionally, mutually beneficially, and minimizes the risk of injustice or abuse of power in digital transactions.

Conclusions and Recommendations

Consumer protection in e-commerce transactions in Indonesia has been normatively regulated through the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), Government Regulation No. 82 of 2012, and the Decree of the Minister of Industry and Trade, all of which provide a legal framework governing the rights and obligations of both business actors and consumers. However, in practice, several obstacles remain, such as low legal awareness among stakeholders, weak government supervision, limited consumer literacy, and the prevalence of non-standardized products. In addition, typical e-commerce issues—such as unclear product information, uncertain business actor status, insufficient transaction security, unequal risk distribution, and cross-border jurisdictional challenges—indicate that the existing regulations are not yet fully responsive. Therefore, it is

necessary to strengthen oversight, revise the regulations to be more adaptive to technological developments, and improve legal awareness and digital literacy among consumers to ensure that consumer protection in e-commerce can be implemented effectively and equitably.

Good faith and balance of interests constitute fundamental pillars of consumer protection as stipulated in the Consumer Protection Law (UUPK). In the context of e-commerce transactions, these principles are particularly relevant due to the nature of digital trade, which involves minimal physical interaction and is prone to uncertainty. The principle of good faith requires business actors to act honestly, transparently, and responsibly in providing product information and safeguarding consumer data. Meanwhile, the principle of balance of interests ensures that the rights and obligations of consumers and business actors are proportionally positioned through fair dispute resolution mechanisms, prohibition of unfair standard clauses, and guarantees of legal certainty. The implementation of these two principles is expected to foster a healthy, fair, and sustainable electronic commerce ecosystem that benefits all parties involved.

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