

Examine Legal Protection E-Commerce in Indonesia Against Consumer Rejection in Cash on Delivery Transactions

Rifki Alfian*

Faculty of Law, Universitas Hasanuddin, Indonesia. E-mail: alfianr21b@student.unhas.ac.id

Abstract: *This research examines the legal protection for e-commerce businesses in Indonesia in Cash-on-delivery (COD) transactions that are vulnerable to the risk of consumers' cancellation or refusal of payment. Although the COD method provides security and convenience for consumers, it can cause business losses to businesses when the delivered goods are rejected or not paid for by consumers. The research uses a normative juridical approach by analyzing the Consumer Protection Law No. 8 of 1999 and other relevant regulations related to e-commerce in Indonesia. Based on the analysis, results show that legal protection for business actors in Indonesia's face of payment rejection is still inadequate, which creates additional risks for producers in the form of logistics costs and decreased quality of goods. The study recommends increasing the role of e-commerce platforms as fair mediators, setting firmer consumer obligations related to responsibility in transactions, and educating consumers about the economic impact of payment refusal, with these steps expected to create balanced protection for consumers and businesses and support the sustainable growth of e-commerce in Indonesia.*

Keywords: Cash on Delivery (COD), E-commerce; Legal Protection

1. Introduction

The development of Internet technology today significantly impacts the global economy, including in Indonesia. Based on a survey conducted by the Indonesian Internet Service Providers Association (APJII) in 2024, internet users in Indonesia reached 221.56 million people, equivalent to 79.5% of the total population of Indonesia. This has also led to changes in buying and selling transactions in Indonesia. In the past, buying and selling transactions involved direct meetings between sellers and buyers, or what we commonly know as conventional buying and selling. However, with the development of internet technology, a new transaction model has emerged called online transactions. Online transactions, also known as marketplaces, allow sellers and buyers to transact without meeting in person. This transaction is facilitated by Internet media or applications that provide online transaction services. Marketplaces often come in applications that provide space for sellers and buyers to conduct online transactions. Some examples of popular marketplaces today are Shopee, Tokopedia, Lazada, TikTok Shop, Blibli, and many more.

The existence of various marketplaces has driven significant changes for business actors. In the past, traders sold their merchandise conventionally in the market, but now, with the marketplace, many have turned into online traders, commonly referred to as e-commerce. Based on data from the Central Statistics Agency (BPS), by 2022, the number

of e-commerce players in Indonesia will reach 2.99 million people. This number is equivalent to 37.79% of the total business actors in Indonesia (DataIndonesia.id, 2023). This change also transforms the payment process between sellers and buyers. If previously transactions were made in cash with direct meetings between sellers and buyers, now payments can be made electronically through digital wallets or bank transfers. However, cash payment methods without direct meetings have also emerged over time, namely the Cash on Delivery (COD) system. In this method, the buyer pays in cash to a third party, the courier, who delivers the goods. The use of the COD payment system is also relatively high. According to BPS data, most e-commerce businesses, 83.11% of almost all businesses, use the COD payment system (Papalia, 2024).

The emergence of the COD payment system is a double-edged knife for business actors. On the one hand, this method provides convenience and a sense of security for consumers because consumers only need to pay after the goods are received, thus increasing trust and providing a sense of security for consumers, especially for consumers who are less familiar with electronic payment methods. However, the COD payment method can also present risks for the business itself, especially if consumers refuse to make payments when the goods have been delivered. COD refusal can occur for various reasons, such as a sudden change in decision, dissatisfaction with the product, or even for no apparent reason. This condition can harm businesses because packaging and shipping costs have been incurred and are difficult to return. In addition, returned or retained products also increase operational expenses and slow down stock turnover.

The rejection of COD payments not only causes business owners losses but also threatens the lives of the couriers who deliver the packages. According to a report from Kompas.com, such incidents have occurred repeatedly and involve buyers, businesses, and third parties, namely couriers in the field. In some cases, couriers have even been forced to bear losses or even face risks to their safety when buyers refuse to take responsibility for their orders. In addition, there are also many cases of COD packages that end up being lost and still need to be picked up or received by the buyer, adding to the complexity of this COD system.

Some examples of actual cases related to the rejection of COD payments by consumers, one of which occurred in Muara Tembesi, Batang Hari Jambi, and Bengkalis Regency, Riau, where consumers who transacted online using the COD method did not read the product description carefully. As a result, when the courier delivers the order, and the goods do not meet expectations, consumers are often angry and refuse to pay. In Jambi, a buyer scolded the courier and refused payment because he was disappointed with the goods received, while in Riau, a man was seen in a video shared by the Instagram account @undercover.id trying to run away after opening the package and refusing to pay on the grounds of product discrepancy. In these situations, the seller has fulfilled his obligations by sending.

Previous studies have discussed legal protection related to e-commerce transactions but only focused on consumer protection. For example, research by Fista et al. (2023) explores consumer protection in e-commerce transactions based on the perspective of the Consumer Protection Law in Indonesia. The results of this study indicate that technological advances facilitate electronic transactions for consumers and business

actors but also increase the risk of violations of consumer rights. In addition, Hanafiah et al. (2024) stated that legal agreements in transactions in the marketplace begin with an initial agreement between the seller and the platform provider, which regulates the rights and obligations of each party. Thus, this study presents novelty by examining aspects that focus on legal protection for e-commerce business actors in COD transactions when consumers refuse payment in Indonesia.

2. Method

The research method used in this research is normative juridical, which focuses on studying relevant laws and regulations, such as the Consumer Protection Law, regulations related to electronic transactions, and provisions of contract law that regulate the rights and obligations between business actors and consumers. The normative juridical approach was chosen because this method allows in-depth analysis of the applicable and relevant legal rules in the context of legal protection for business actors in the COD system. With the normative juridical approach, researchers can map and evaluate legal policies, principles, and norms directly related to the phenomenon under study. In addition, this approach allows researchers to identify legal gaps and provide recommendations based on a comprehensive regulatory review (Efendi et al., 2018). Unlike the empirical approach, which focuses more on field data and experiences, the normative juridical approach offers a solid legal foundation as a foothold in providing arguments and solutions that are more prescriptive and universal for similar cases. (Sumarna & Kadriah, 2023). The sources of legal materials used in this research include primary legal materials, such as relevant laws and regulations, as well as secondary legal materials, including journals, scientific articles, and other supporting literature. The analysis was conducted by reviewing, interpreting, and connecting various existing legal regulations and concepts to comprehensively understand the topic under study.

3. Result and Discussion

3.1. Development and Legal Basis of E-Commerce Transactions in Indonesia

The development of e-commerce in the world began at the end of 1979 in England when Michael Aldrich created an online shopping system by connecting television to the telephone as a transaction tool (Raymayanti, 2017). Which then became the basis for the formation of e-commerce in the world. In the mid-to-late 1990s, giant e-commerce sites such as Amazon and eBay were established. Amazon, founded in 1994, started as an online bookstore and developed into the largest multi-product retail platform. Meanwhile, eBay, founded in 1995, was already able to allow people to buy and sell items directly through online auctions, creating a new shopping experience. These two platforms pioneered the rapid growth of e-commerce and shaped the trend of online shopping globally.

In Indonesia, the development of e-commerce started in the late 1990s, along with the increasing public access to the Internet. One of the pioneers of e-commerce in Indonesia was Bhineka.com, established in 1999 as a shopping platform for electronic and computer products (Kumparan, 2019). At that time, e-commerce was still in its early

stages and was used mainly by limited circles due to uneven internet access and low public trust in online shopping. Entering the 2000s, along with the development of the Internet and the increasing number of users, various e-commerce platforms began to emerge. One significant development occurred in 2009 when Tokopedia was founded. Tokopedia introduced the marketplace concept, allowing anyone to open an online store and sell their products to consumers across Indonesia. This opened up great opportunities for MSMEs (Micro, Small, and Medium Enterprises) to market their products widely. In 2012, Bukalapak also emerged with a similar concept, providing new options for consumers and sellers.

Entering 2015, the e-commerce industry in Indonesia proliferated with the entry of foreign investors such as Lazada and Shopee. This condition then intensified competition in e-commerce and made it more popular among the public. The progress was then supported by the increasing penetration of smartphones and the ease of internet access, which allowed consumers to shop anytime and anywhere. The COVID-19 pandemic in 2020 became a pivotal point in developing e-commerce in Indonesia. With social distancing and changing consumer behavior, many people turned to online shopping for daily needs and other products.

This has driven significant growth in the e-commerce sector, especially for household, food, and health products. In addition, there is a trend of live-streaming shopping and digital payment methods that make transactions easier. To date, e-commerce in Indonesia continues to grow and play an essential role in the economy, with the support of the latest technologies, such as artificial intelligence and big data, to provide a more personalized shopping experience. E-commerce is not only a place to shop but also an ecosystem that supports MSME players and advances the digital economy in Indonesia.

Transactions in E-commerce are buying and selling activities, which are indeed regulated in the Civil Code (KUH Perdata), especially in Book 3, which discusses agreements. The Civil Code stipulates that the seller and buyer are bound by an agreement that obliges each party to fulfill its obligations (performance). The purpose of this rule is to avoid a breach of promise or default and reduce the potential for loss between the two parties. Therefore, between consumers and e-commerce service providers, legal requirements must be met, one of which is the validity of the agreement. Although consumers and service providers do not meet face-to-face in electronic transactions, a valid agreement is significant in preventing potential disputes in the future.

Based on Law No. 7/2014 on Trade, Article 56, which regulates electronic transactions, one of the main requirements must be met is the seller's obligation to provide honest, genuine, and accurate information to consumers about the goods or services offered. This provision in trading through electronic systems provides clear rules regarding electronic transactions. Every business actor or service provider in online transactions must present product or service information transparent, honest, and accurate. In addition, business actors are strictly prohibited from conducting trade that results in consumers receiving goods or services different from those promised because this violates applicable laws and regulations.

In addition, Law Number 7 of 2014 concerning Trade also regulates e-commerce. Article 1, Paragraph 24 defines trade through electronic systems as trade transactions carried out through electronic devices and procedures. The legal basis for e-commerce is further stated in Law Number 11 of 2008, later updated to Law Number 19 of 2016 concerning Information and Electronic Transactions (UU ITE). This law was the first regulation in Indonesia to regulate Internet and electronic transactions. The ITE Law entirely explains e-commerce, including definitions, legal basis, organizers, legal relationships between electronic transaction actors, obligations to provide accurate information and consumer protection. Business actors now have legal clarity thanks to these measures, which also strengthen consumer protection in online transactions. Government Regulation 80 of 2019 governs trade through electronic systems (PMSE) to guarantee lawful, open, and equitable online transactions.

This regulation covers various aspects, such as the parties who can participate, namely domestic and foreign business actors, consumers, and government agencies, all of whom are required to fulfill legal identity and compliance with cross-border regulations, especially for goods or services that impact national security. PMSE must also meet strict business and technical licensing requirements, including if using intermediaries who must comply with regulations in Indonesia. Proof of transactions in this system has legal force, and electronic advertisements must provide accurate information. This PP also emphasizes consumer personal data protection, electronic payments through banking systems or licensed platforms, and safe and timely delivery standards. A dependable e-commerce ecosystem in Indonesia can be established by resolving disputes in PMSE through the courts or other channels, guaranteeing consumer protection, fair competition among businesses, and legal compliance.

3.2. Rights and Obligations of Producers and Consumers in Marketplace Transactions with COD System Based on Laws and Regulations

Regarding payment, e-commerce transactions are similar to payments in physical stores. The main difference is in the payment method: in a physical store, consumers can pay in cash or use a debit card, while in online transactions, cash payments cannot be made directly. However, some solutions, such as payment through supermarkets, provide e-commerce payment services. In addition, some online stores offer the option of paying cash to the courier who delivers the goods, known as COD (Cash on Delivery). Credit cards and smart cards are also accepted forms of payment in e-commerce transactions, giving customers more options for paying.

This transaction may result in rights and responsibilities that producers and consumers must uphold to guarantee the transaction's seamless operation and protect both parties. Producers, or sellers, have several rights in a COD transaction system relating to the receipt of payment and protection against inappropriate consumer actions. One of the primary rights of the producer is to receive appropriate payment after the goods have been delivered and accepted by the consumer. After satisfying the duty to supply items as indicated, manufacturers are entitled to fair compensation under Law No. 8/1999 on Consumer Protection (UUPK), especially Article 7. Manufacturers can lower the risk of

fraud by using a COD system, which guarantees that payment is made only when the customer has the product.

In addition to the right to receive payment, producers also have the right to return goods if consumers refuse to accept the product without valid reasons. Baseless consumer refusals, such as goods that match the description but are rejected because of the consumer's wishes, can harm the producer (Setyawati & Rasyid, 2017). In this case, the producer can complain to the marketplace or e-commerce platform facilitating COD transactions. The marketplace usually has a policy in place, and in some cases, producers can get compensation or a refund of shipping costs if the rejection case is deemed unfounded. In addition, manufacturers also have the right to obtain valid consumer information for shipping goods. In e-commerce transactions, payment can also be made using a credit card or smart card, providing flexibility for consumers in choosing the appropriate payment method. This transaction can undoubtedly give rise to rights and obligations that producers and consumers must fulfill to ensure the smooth running of the transaction.

As the party offering the product, the manufacturer must provide honest and accurate information. Based on Article 7 of the GCPL and Government Regulation No. 80/2019 on Trading Through Electronic Systems (PP PMSE), producers must convey information about the products sold clearly, including specifications, prices, sizes, materials, colors, and availability of goods. Complete and appropriate information is essential to give consumers the right picture of the products to be received.

In addition to providing information, producers are also obliged to ensure that the goods delivered are in good condition and accordance with the description. This includes the responsibility to pack the goods securely so they are not damaged during shipping. In this regard, manufacturers should use adequate packaging, especially for products prone to damage, such as electronics or household appliances. Consumers can request a replacement or refund if the product is damaged due to the manufacturer's negligence in packaging.

Manufacturers are also responsible for the delivery time. Based on the ITE Law and PMSE Regulation, the delivery time must be as promised in the product description. Suppose there is a delay caused by the manufacturer, for example, due to out-of-stock but not immediately updated on the marketplace. In that case, the manufacturer must notify the consumer and provide a choice between a refund or waiting until the stock is available again.

As the party purchasing the product, the consumer has several critical rights in a COD system. One of the most critical consumer rights is to receive products that match the description and are in good condition. Based on Article 4 of GCPL, consumers have the right to products based on the information provided by the manufacturer. Customers are, therefore, free to reject products that do not meet the claimed standards, such as when the product's color, size, or characteristics deviate from what is described. Additional rights of consumers are.

In addition, consumers also have the right to privacy and personal data protection. Based on the ITE Law, consumers' data, such as addresses and telephone numbers, may only be used for shipping purposes and not misused by producers or other third parties. Consumers can report data misuse to the authorities if they feel their privacy is violated. As users of COD services, consumers also have certain obligations that must be fulfilled. One is the obligation to pay for the product when the goods are received. In the COD system, consumers must ensure that they have sufficient funds to pay for the product when the goods arrive. If consumers refuse payment without a valid reason or do not prepare cash upon delivery, this can result in losses for producers and couriers. Therefore, this obligation is essential to maintain consumer credibility in COD transactions.

Consumers also must provide correct and complete information to producers and couriers. For instance, the delivery address must be accurate to guarantee that the items arrive on schedule. Producers and couriers suffer when customers give the wrong address, which may result in delivery delays or errors. Additionally, customers must abide by the guidelines established by the manufacturer or marketplace regarding returns. If the item is received in good condition but the consumer changes their mind, the marketplace usually provides a return policy that the consumer can follow. However, the consumer must follow the applicable procedures and return the item in the same condition as when it was received.

3.3. Legal Protection for Business Actors in E-Commerce in Law Number 8 of 1999 concerning Consumer Protection related to COD Transactions in Indonesia

Considering the large number of consumers who misuse the Cash on Delivery (COD) payment system, which results in losses for business actors, it is essential to explore the legal umbrella that protects business actors in this transaction. Protection for producers and consumers is regulated in Law Number 8 of 1999 concerning Consumer Protection. Although this law aims to protect the interests of consumers so that dishonest or unlawful business actors do not harm them (Fajrin & Sjaifurrachman, 2022), in reality, the protection provided is more for consumers. This is understandable because the position of consumers often needs to be more assertive in their relationship with business actors. In online purchasing transactions, consumer bargaining power is relatively low compared to business actors, who have greater control over products and information (Berata & Widiatedja, 2016). Nevertheless, corporate actors may also be precarious and suffer losses due to customer behavior, particularly in the COD payment system. Customers sometimes refuse to pay for items they have ordered and received, which hurts business actors monetarily and highlights the need for more robust legal protection.

The Consumer Protection Law includes provisions that establish consumers' and business actors' rights and obligations. For example, Article 7 requires business actors to act in good faith in carrying out their business activities, present accurate information, and guarantee the quality of the product according to what is advertised. In addition, Article 6 regulates the Rights of Business Actors, which states that Business Actors have several necessary rights to protect their interests in running a business. First, they have the right

to receive payment by the agreement determined regarding the conditions and exchange value of the goods and services traded.

In addition, business actors have the right to receive legal protection from consumer actions that act in bad faith, which can harm their business. In the event of a dispute, business actors also have the right to carry out proper self-defense in a legal settlement. If it is proven that the consumer's loss was not caused by the goods and services they offer, business actors have the right to rehabilitate their good name. Finally, business actors also have other rights regulated in other laws and regulations, providing an additional legal basis to protect them in business activities.

Related to COD payments rejected by consumers, they have been regulated in the first and second rights, namely the right to receive payment and legal protection from consumer actions with bad intentions. However, it has yet to accommodate how to sue consumers, where often, in practice, many business actors experience losses due to rejection of goods by consumers or cancellation of transactions when the goods have arrived at the delivery location. Business actors usually have to pay additional costs when returning or resending things, such as logistical fees and poor product quality due to repeated delivery. This situation illustrates how business actors and consumers in COD transactions are not equally protected. Consumers can cancel transactions without significant legal consequences, while business actors must bear the risk of loss.

In addition, the COD method in Indonesia's e-commerce also involves a third party, namely the marketplace platform, which functions as a facilitator between consumers and business actors. Marketplace platforms generally have policies regarding transaction mechanisms and dispute resolution between the two parties (Nurfadilah et al., 2024). However, in most cases, these policies tend to favor consumers. For example, suppose there is a dispute between consumers and business actors regarding the quality of goods or the accuracy of product descriptions. In that case, marketplace platforms often provide compensation or refunds to consumers without involving business actors. This causes the bargaining position of business actors in resolving disputes to be very weak, which ultimately harms them.

This condition shows an urgent need to strengthen legal protection for business actors, especially in COD transactions that are vulnerable to loss. In other countries, several policies have been implemented to protect business actors from this risk; the following are the resolution mechanisms in several countries.

Table 1 Comparison of COD Payment Rejection Handling in Several Countries

Country	Legal Regulation	Protection for Business Actors	Dispute Mechanism	Resolution
UK	Consumer Rights Act 2015 (CRA)	Business actors can claim losses from consumers who refuse to pay.	Court or arbitration.	
Australia	The Australian Consumer Law (ACL) 2010;	Business actors can take legal action if consumers refuse payment.	Court or dispute resolution institution.	
Singapore	Consumer Protection (Fair Trading) Act (CPFTA) 2003.	Business actors have the right to claim losses.	Mediation or trial.	

In the UK, businesses' protection is regulated by the UK Consumer Rights Act 2015. This law gives businesses the right to claim damages if consumers refuse to pay for goods that have been received. The settlement mechanism can be carried out through the courts or arbitration, which provides a clear legal path for business actors to overcome refusals to pay (Termly, 2023). In Australia, on the other hand, the Consumer Protection Act 2010 ensures business protection. Businesses are entitled to legal action if customers refuse to pay under this law. Businesses can receive compensation for losses they have suffered through the settlement process, which can be conducted through the courts or a settlement institution (One Asia Lawyers, 2021). In Singapore, business actor protection is regulated by the Consumer Protection (Fair Trading) Act (CPFTA) 2003. This law gives businesses the right to claim damages if consumers refuse to pay for goods they have received. Settlement can be done through mediation or court, allowing the perpetrators to resolve the problem without going through a lengthy litigation process (Prayuti, 2024).

However, in Indonesia, no clarity or specific provisions govern the rights of business actors in dealing with the risks arising from COD transactions. Therefore, developing developments that provide adequate legal protection for business actors is essential. Therefore, Indonesia needs to consider similar policies to balance the interests of consumers and business actors. One solution that can be taken is to clarify the role of the marketplace platform as a fair mediator in resolving peace between consumers and business actors. The platform should be neutral as a facilitator and provide balanced protection to both parties. In addition, the government can enforce policies requiring consumers to be responsible for canceling unauthorized transactions or bear the cost of returning goods if the goods are rejected without an apparent reason.

The importance of legal protection for business actors in COD transactions can also be seen from the negative impacts that arise if this loss is allowed to drag on. Business actors who continuously experience losses in COD transactions may experience a significant decrease in profitability, which can ultimately affect their business continuity. Not only that, this legal ambiguity can also reduce the interest of business actors in investing in the e-commerce sector, which ultimately impacts the growth of the digital economy in Indonesia. The COD payment method in e-commerce offers moments and convenience

for consumers, but it poses significant risks for business actors.

The Consumer Protection Law in Indonesia currently needs adequate protection for business actors in COD transactions. As a result, the government must think about ways to improve legal protection for business actors. Making it more obvious how e-commerce platforms act as middlemen, imposing stricter guidelines on consumers who utilize the COD method, and informing consumers of their obligations while making purchases are a few of these strategies. These steps are meant to help Indonesia's e-commerce industry grow in a way that benefits all parties involved relatively, healthily, and sustainably.

4. Conclusion

In conclusion, the Cash on Delivery (COD) payment method in e-commerce transactions does provide flexibility and convenience for consumers by allowing them to pay for goods after they are received. However, from the perspective of business actors, this method carries significant risks, such as the rejection of goods and sudden cancellation by consumers, which can potentially cause financial and logistical losses. Legal protection for business actors in Indonesia in COD transactions is still limited; Law Number 8 of 1999 concerning Consumer Protection tends to focus more on consumer rights. Marketplace platforms often act as mediators between consumers and business actors, but their policies often need to be more biased toward consumers, weakening business actors' position in resolving disputes.

Therefore, the Indonesian government must regulate balanced protection between corporate players and consumers, clarify the role of e-commerce platforms, and inform consumers of their duties under the COD method to remedy this discrepancy. More in-depth empirical research on why people reject COD goods is one suggestion for further study. Lastly, this research is anticipated to give business actors essential insights into customer behavior and help them develop more effective risk management plans for COD transactions. With more robust and more balanced protection policies and research results that can provide a better understanding of the factors that cause goods to be rejected, the e-commerce ecosystem in Indonesia is expected to thrive, creating a fair and sustainable transaction climate for all parties involved.

Based on the existing problems, the author provides several suggestions that will later function to provide legal protection for business actors whose COD payments are rejected by consumers:

- 1. Strengthening Legal Regulations:** There needs to be a review and strengthening of regulations governing the rights of business actors in COD transactions. This can be done by establishing more explicit provisions regarding the legal consequences for consumers who refuse payment after receiving the goods.
- 2. The Role of the Marketplace as a Mediator:** Marketplaces facilitating COD transactions must function as neutral mediators between consumers and business actors. Policies that support balanced protection for both parties must be implemented to resolve disputes fairly.

3. **Consumer Education:** Educating consumers about their responsibilities in COD transactions is critical. The government and e-commerce platforms can work together to raise consumer awareness about the importance of complying with payment obligations and reading product descriptions carefully before agreeing to a transaction.
4. **Implementation of Consumer Sanctions:** A system must be implemented to penalize consumers who cancel transactions without good cause and harm business actors. It is anticipated that this will lower the number of payment rejections.
5. **Enhancing the Verification System:** The likelihood of payment rejections can be decreased by implementing a consumer identity verification system before the shipment of products. Businesses can ensure they do business with a legitimate entity by confirming customers' information.

Establishing a transparent and efficient dispute resolution procedure between consumers and businesses is crucial. Using speedier and less formal dispute resolution methods, such as mediation, to resolve conflicts is part of this.

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