

Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce

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Abstract: Technological advancements have significantly impacted trading activities, particularly in electronic commerce, which enables the promotion, marketing, sale, and purchase of products or services electronically. While this has brought many advantages, it has also raised concerns about potential violations of consumer rights. Law No. 8 of 1999 aims to ensure legal certainty in e-commerce transactions. This article discusses the regulatory framework for legal protection of consumers in e-commerce transactions and the challenges faced. Using a normative juridical approach, the research method examines written laws and literature, linking them to real-world occurrences. The analysis is descriptive, collecting data and relating it to actual events. The conclusion is that the regulations for consumer legal protection are not yet effective in preventing fraud perpetrated by business actors in electronic transactions. The existence of consumer legal protection laws is expected to prevent crimes committed by business actors and serve as a legal shield for consumers.

Keywords: Consumer, E-Commerce, Digitalization

Abstrak: Kemajuan teknologi telah berdampak signifikan pada aktivitas perdagangan, terutama dalam perdagangan elektronik, yang memungkinkan promosi, pemasaran, penjualan, dan pembelian produk atau layanan secara elektronik. Meskipun ini membawa banyak keuntungan, hal ini juga menimbulkan kekhawatiran tentang potensi pelanggaran hak-hak konsumen. Undang-Undang No. 8 Tahun 1999 bertujuan untuk menjamin kepastian hukum dalam transaksi e-commerce. Artikel ini membahas kerangka peraturan untuk perlindungan hukum konsumen dalam transaksi e-commerce dan tantangan yang dihadapi. Dengan menggunakan pendekatan yuridis normatif, metode penelitian meneliti hukum dan literatur tertulis, menghubungkannya dengan kejadian dunia nyata. Analisisnya deskriptif, mengumpulkan data dan menghubungkannya dengan peristiwa aktual. Kesimpulannya, regulasi perlindungan hukum konsumen belum efektif dalam mencegah penipuan yang dilakukan pelaku usaha dalam transaksi elektronik. Adanya undang-undang perlindungan hukum konsumen diharapkan dapat mencegah kejahatan yang dilakukan oleh pelaku usaha dan berfungsi sebagai tameng hukum bagi konsumen..

Kata Kunci: Konsumen, E-Commerce, Digitalisasi.

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Introduction

In the current era of globalization, the world is experiencing rapid advancements in technology that are bringing significant changes and shifts in everyday life. The utilization of this technology has propelled trade activities and economic growth through businesses that are rapidly expanding within society¹. One of the factors influencing this is the development of internet-based digital technology. The internet serves as a medium for electronic information and communication, widely used for various activities, including searching for data and news, sending messages via email, and engaging in trade or business.² E-commerce transactions refer to trade activities that occur between sellers and buyers to provide goods, services, or transfer rights. These contracts are executed using electronic media (digital medium) without the physical presence of the parties involved in the transaction. This medium operates within a public network with an open system, namely the internet or world wide web, allowing transactions to take place irrespective of territorial boundaries and national requirements.³ E-commerce transactions are also agreements for the sale and purchase of goods similar to conventional sales. In an e-commerce transaction, there is a principle of consensualism, which means there is an agreement between both parties. This agreement occurs when there is an offer from the seller and acceptance from the prospective buyer. The offer and acceptance mark the beginning of the agreement between the involved parties. The online process of offering and accepting is no different from the general process; the only distinction lies in the medium used, which in e-commerce transactions is the internet.⁴

The utilization of e-commerce media in the trading world has significantly impacted society, not only in Indonesia but also internationally. Coupled with the current situation, the pandemic affecting the entire world has forced individuals and entities to reduce outdoor activities, leading to increased interaction via the internet. This medium has had a substantial influence on trade or buying and selling today. Many changes have occurred during the pandemic, including restrictions on outdoor activities, which have led many companies to terminate their employees' contracts. This has prompted those affected by the pandemic to find ways to generate income. As a result, many people have turned to e-commerce as one of their options for earning a living. Entrepreneurs are emerging with a variety of goods and services offered through e-commerce, making society more inclined to conduct buying and selling transactions online.

With the advent of e-commerce, not only producers or sellers benefit. On the other hand, consumers also gain significant advantages, as they can search for goods or services with a variety of options without having to visit physical stores. Consumers can obtain information that is continuously updated; however, there are risks of violations of consumer rights in e-commerce transactions. These issues include discrepancies between the promised type and quality of goods, inaccuracies in delivery times, and insecurity in payment transactions, among others. Therefore, legal protection for consumers in e-commerce transactions is essential to ensure that every consumer has legal certainty when engaging in e-commerce transactions. In our country, consumer legal protection is regulated by Law No. 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law). With this law in place, it is expected that every consumer engaging in e-commerce transactions can obtain legal certainty, thus ensuring safety in their transactions.

The Consumer Protection Law was established to enhance national development in order to create a just and prosperous society that is equitable both materially and spiritually in the era of economic democracy based on Pancasila and the 1945 Constitution. National economic development in the era of globalization must support the growth of the business sector, enabling the production of various goods and services that incorporate technology to improve the welfare of the community at large, while also ensuring certainty regarding the goods and services obtained from trade without causing harm to consumers. The increasing openness of the national market as a

¹ Raihana Raihana, Rijen Gurning, and Raja Abdullah, "Relevansi Globalisasi Dengan Pembaharuan Hukum Di Indonesia," *Jurnal Pendidikan Dan Konseling* 5, no. 2 (2023).

² Alcianno Ghobadi Gani, "SEJARAH DAN PERKEMBANGAN INTERNET DI INDONESIA," *Jurnal Mitra Manajemen* 5, no. 2 (2013).

³ Ony Wijaya, "E-Commerce: Perkembangan, Tren, Dan Peraturan Perundang-Undangan," *E-Bisnis : Jurnal Ilmiah Ekonomi Dan Bisnis* 16, no. 1 (2023), <https://doi.org/10.51903/e-bisnis.v16i1.1083>.

⁴ Adisya Poeja Kehista et al., "Analisis Keamanan Data Pribadi Pada Pengguna E-Commerce: Ancaman, Risiko, Strategi Kemanan (Literature Review)," *Jurnal Ilmu Manajemen Terapan* 4, no. 5 (2023).

result of economic globalization must still ensure the enhancement of community welfare and guarantee the quality, quantity, and safety of goods and services obtained in the market. Additionally, to elevate the dignity and standing of consumers, it is essential to enhance their awareness, knowledge, concern, ability, and independence in protecting themselves. It is also important to foster a sense of responsibility among business actors. Given that the legal provisions protecting consumer interests in Indonesia are still inadequate, there is a need for regulatory frameworks to achieve a balance between protecting consumer interests and those of business actors, thereby creating a healthy economy.

The importance of legal issues in the field of e-commerce primarily lies in providing protection for the parties engaged in transactions over the internet. Recognizing the significance of this in e-commerce transactions, Indonesia enacted specific regulations in 2008 to govern internet transactions, namely Law No. 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the ITE Law). Additionally, regulations governing business activities in Indonesia are found in Law No. 7 of 2014 concerning Trade, particularly in Chapter Seven, which addresses Trade Through Electronic Systems. Based on the description above, we can see that the government has enacted laws concerning consumer protection and legal regulations for e-commerce transactions. However, in practice, there are still consumers who fall victim to fraud in these e-commerce transactions. This situation has been exacerbated during the pandemic, which has required all segments of society to work from home. Naturally, this has significantly impacted the economic trade sector, leading many people to turn to e-commerce as a viable option for conducting trade or selling and purchasing goods or services online.

Literature Review

According to Az. Nasution, the definition of consumer protection indicates that the two terms are distinct. Consumer law encompasses the entirety of principles and rules that govern relationships and issues among various parties concerning consumer goods and/or services in social interactions. In contrast, consumer protection law is defined as the set of principles and legal rules that regulate and protect consumers in their relationships and issues with providers of goods and/or services.⁵ Furthermore, Az. Nasution explains the definition as follows: Consumer law primarily plays a role in relationships and issues where the parties are on an equal footing in terms of socio-economic status, competitiveness, and educational level. The rationale is that, although not always accurate, each party is better able to assert and uphold their legitimate rights. Consumer protection law is necessary when the conditions of the parties involved in legal relationships or disputes are imbalanced. Essentially, both consumer law and consumer protection law address the same issue: the legal interests (rights) of consumers.⁶

Consumer protection law, or consumer law, can be understood as the entirety of legal regulations that govern the rights and obligations of consumers and producers arising from their efforts to meet consumer needs.⁷ The term "entirety" is meant to convey that it includes all legal distinctions according to their types. Thus, it encompasses civil law, criminal law, administrative law, and international law. The scope of consumer protection law includes rights and obligations as well as the means of fulfilling them in efforts to meet needs. For consumers, this ranges from the efforts to obtain their necessities from producers, including aspects such as information, selection, pricing, and the consequences that arise from using those necessities, such as seeking compensation for losses.

For producers, this includes obligations related to production, storage, distribution, and trade of products, as well as the consequences of product usage.⁸ Therefore, if consumer protection is defined as all efforts to ensure

⁵ Az. Nasution, "Sekilas Hukum Perlindungan Konsumen," *Jurnal Hukum & Pembangunan* 16, no. 6 (2017), <https://doi.org/10.21143/jhp.vol16.no6.1231>.

⁶ Ibid.

⁷ Irsan Rahman et al., "Hukum Perlindungan Konsumen Di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen Dalam Lingkungan Perdagangan Digital," *Jurnal Hukum Dan HAM Wara Sains* 2, no. 08 (2023), <https://doi.org/10.58812/jhhws.v2i08.605>.

⁸ Yuyut Prayuti, "Dinamika Perlindungan Hukum Konsumen Di Era Digital: Analisis Hukum Terhadap Praktik E-Commerce Dan Perlindungan Data Konsumen Di Indonesia," *Jurnal Interpretasi Hukum* 5, no. 1 (2024).

the fulfillment of consumers' rights as a form of protection, then consumer protection law is essentially the law that regulates these efforts to guarantee legal protection of consumer interests. Article 1, paragraph 1 of Law Number 8 of 1999 defines consumer protection as all efforts that ensure legal certainty to provide protection to consumers.

Method

The writing of this article employs a normative legal research method. Normative legal research is a type of library research. The approach used in this study is a conceptual approach. The legal materials utilized include primary legal materials and secondary legal materials. The analysis technique for the legal materials employs deductive analysis.

Results and Discussion

Business activities represent a mutually dependent relationship between entrepreneurs and consumers. Essentially, to maintain and ensure a balance of positions between consumers and entrepreneurs, a regulatory framework is needed to provide legal protection for consumers. The necessity for consumer protection arises because, generally, consumers are in a weaker position in their relationship with entrepreneurs (producers), whether in terms of economic status, education level, capabilities, competitive power, or bargaining position.⁹ Regulations regarding consumer protection law are outlined in the Consumer Protection Law. According to Article 1, paragraph (1) of the Consumer Protection Law, consumer protection is defined as all efforts that ensure legal certainty to provide protection to consumers. This legal certainty, which aims to protect consumers' rights, is reinforced through specific laws, providing hope that entrepreneurs will not act arbitrarily in ways that harm consumers' rights.

Consumer protection encompasses all efforts to ensure legal certainty in order to safeguard consumers. The definition of consumer protection provided in Article 1, paragraph (1) of the Consumer Protection Law is sufficient and is expected to serve as a barrier against arbitrary actions that harm consumers by entrepreneurs, aimed solely at protecting the consumers themselves. Az. Nasution defines consumer protection law as the entire set of principles and rules that regulate and protect consumers in relation to the provision and use of consumer products (goods/services) between providers and users within society. According to Johanes Gunawan, legal protection for consumers can occur both before a transaction takes place (no conflict/pre-purchase) and/or after the transaction has occurred (conflict/post-purchase).¹⁰

The regulations regarding consumer protection law are outlined in the Consumer Protection Law. According to Article 1, paragraph (1) of the Consumer Protection Law, consumer protection is defined as all efforts that ensure legal certainty to provide protection for consumers. This legal certainty for consumer protection includes safeguarding consumers' rights, which are reinforced through specific laws, providing hope that entrepreneurs will not act arbitrarily in ways that harm consumers' rights.¹¹ The implementation of consumer protection as a joint effort is based on five fundamental principles, which are relevant to national development:¹²

1. Principle of Benefit: This principle mandates that all efforts in organizing consumer protection must provide the greatest benefit for the interests of consumers and entrepreneurs as a whole.
2. Principle of Justice: This principle aims to ensure that the participation of all citizens can be maximized, providing opportunities for both consumers and entrepreneurs to obtain their rights and fulfill their obligations fairly.
3. Principle of Balanc: This principle seeks to create a balance between the interests of consumers, entrepreneurs, and the government, both materially and spiritually.
4. Principle of Consumer Safety and Security: This principle is intended to provide assurance of safety and security for consumers in the use and consumption of goods and/or services.
5. Principle of Legal Certainty: This principle ensures that both entrepreneurs and consumers comply with the law and obtain justice in the implementation of consumer protection, with the state guaranteeing legal certainty.

⁹ Nasution, "Sekilas Hukum Perlindungan Konsumen."

¹⁰ Yustina Dhian Novita and Budi Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital," *Jurnal Pembangunan Hukum Indonesia* 3, no. 1 (2021), <https://doi.org/10.14710/jphi.v3i1.46-58>.

¹¹ Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (2023), <https://doi.org/10.37893/jbh.v12i1.599>.

¹² Halida Zia and Khaidir Saleh, "Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Konsumen Di Indonesia," *Datin Law Jurnal* 3, no. 1 (2022).

According to Article 3 of the Consumer Protection Law, the objectives of consumer protection are as follows:

1. To enhance consumers' awareness, capability, and independence in protecting themselves.
2. To elevate the dignity and status of consumers by shielding them from the negative effects of using goods and/or services.
3. To empower consumers in choosing, determining, and asserting their rights as consumers.
4. To create a consumer protection system that includes elements of legal certainty, transparency of information, and access to information.
5. To foster awareness among entrepreneurs regarding the importance of consumer protection, leading to honest and responsible business practices.
6. To improve the quality of goods and/or services to ensure the sustainability of production, as well as the health, comfort, safety, and security of consumers.

Every consumer has rights and obligations when conducting purchase transactions, including in e-commerce transactions. This is outlined in Articles 4 and 5 of the Consumer Protection Law, which include:

1. The right to comfort, safety, and security when consuming goods and/or services;
2. The right to choose goods and/or services and to receive them in accordance with their value, conditions, and promised guarantees;
3. The right to accurate, clear, and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to have their opinions and complaints heard regarding the goods and services used;
5. The right to obtain advocacy, protection, and fair dispute resolution regarding consumer protection;
6. The right to receive consumer guidance and education;
7. The right to be treated or served fairly, honestly, and without discrimination;
8. The right to receive compensation, restitution, and/or replacement if the goods and/or services received do not conform to the agreement or are otherwise inadequate; and
9. Rights as regulated by other legislative provisions.

The obligations of consumers are:

1. To read or follow the instructions and procedures for using or utilizing goods and/or services for their safety and security;
2. To act in good faith when conducting transactions for the purchase of goods and/or services;
3. To pay in accordance with the agreed value;
4. To participate in proper legal dispute resolution efforts regarding consumer protection.

In the Consumer Protection Law, not only are the rights and obligations of consumers outlined, but the rights and obligations of entrepreneurs are also included, as stated in Article 6 of the Consumer Protection Law. The rights of entrepreneurs are:

1. The right to receive payment that is in accordance with the agreement regarding the conditions and value of the traded goods and/or services;
2. The right to receive legal protection from actions of consumers acting in good faith;
3. The right to adequately defend themselves in the resolution of consumer disputes;
4. The right to rehabilitate their reputation if it is legally proven that the consumer's losses were not caused by the goods and/or services sold; and
5. Rights as regulated by other legislative provisions.

The obligations of entrepreneurs are:

1. To act in good faith in conducting their business activities;
2. To provide accurate, clear, and honest information regarding the conditions and guarantees of goods and/or services, as well as to explain their use, repair, and maintenance;
3. To treat or serve consumers fairly, honestly, and without discrimination;
4. To ensure the quality of the goods and/or services produced and/or traded according to applicable quality standards;
5. To provide consumers with the opportunity to test and/or try certain goods and/or services, as well as to offer guarantees and/or warranties for the goods produced and/or services traded;
6. To provide compensation, restitution, and/or replacement for losses resulting from the use and consumption of the traded goods and/or services; and

7. To provide compensation, restitution, and/or replacement if the goods and/or services received or utilized do not conform to the agreement.

E-commerce transactions, characterized by the ability to conduct transactions without the need for face-to-face interaction between the seller and the buyer, have two distinct sides. On one hand, this is very advantageous because we no longer need to visit the seller/entrepreneur to purchase or obtain the desired goods. On the other hand, there are also potential drawbacks for consumers, particularly when sellers or entrepreneurs lack good faith.¹³ This often occurs in society when consumers have fulfilled all their obligations but do not receive the goods they have paid for.

In this case, consumers face limitations in obtaining information about the seller or entrepreneur. They only receive information as stated in the entrepreneur's profile. When consumers try to trace the entrepreneur through the phone number used during the initial transaction, they suddenly find it unreachable, and the account used for promoting the goods and/or services cannot be found either. This may happen because the entrepreneur has blocked the consumer who made the transaction. In this situation, consumers seem to lack legal power for resolving disputes regarding protection.

The rapid development and advancement of information technology have led to changes in human activities across various fields, directly influencing the emergence of new forms of legal actions. The use of information technology plays a crucial role in trade and the growth of the global economy today. The freedom for every entrepreneur to utilize information technology makes it difficult for consumers to distinguish between legitimate and illegitimate businesses.

The Electronic Information and Transactions Law reflects the government's attention to the growth of electronic information and transactions. The utilization of information technology and electronic transactions is aimed at:¹⁴

1. Enhancing the nation's intelligence as part of the global information society;
2. Developing national trade and the economy to improve community welfare;
3. Increasing the effectiveness and efficiency of public services;
4. Providing broad opportunities for everyone to advance their thoughts and capabilities in the use and application of information technology as optimally and responsibly as possible; and
5. Ensuring safety, fairness, and legal certainty for users and providers of information technology.

In essence, no one desires to be involved in disputes with others, including in the context of trade or sales, particularly between producers and consumers. When such disputes arise, they can lead to significant losses for the parties involved. However, these situations are sometimes unavoidable due to misunderstandings, violations of laws, breaches of contract, conflicting interests, and the resulting harm to one party.

In the realm of legal transactions, it is crucial to recognize that disputes can stem from various sources. Miscommunication between parties may lead to differing interpretations of terms and conditions, resulting in dissatisfaction. Additionally, non-compliance with applicable regulations can create legal liabilities, further exacerbating tensions between producers and consumers. Breach of contract is another frequent cause of disputes, where one party fails to fulfill their obligations as agreed, leading to grievances from the other party. Conflicting interests may also arise when the goals of the producer and the consumer diverge, creating friction that can escalate into legal confrontations. Ultimately, the aim should be to minimize these disputes through clear communication, adherence to legal standards, and the establishment of fair contractual agreements. This proactive approach can help ensure that the rights and interests of all parties are protected, fostering a more harmonious business environment.

Conclusion

The rapid development and advancement of information technology have significantly transformed human activities across various fields, directly influencing the emergence of new forms of legal actions. The use of information technology plays a crucial role in trade and the growth of the global economy today. Digital services have streamlined trading systems in this country, allowing transactions to occur without the need for sellers and buyers to meet in person. This phenomenon is known as e-commerce.

¹³ Winda Tri Wahyuningsih, "Perlindungan Hukum Terhadap Konsumen Dan Pelaku Bisnis Dalam Bisnis Digital E-Commerce," *Demagogi: Journal of Social Sciences, Economics and Education* 1, no. 1 (2023), <https://doi.org/10.61166/demagogi.v1i1.5>.

¹⁴ Raja Nasrullah Fajrillah and Alif Alyasin Sipahutar, "Analisis Konsumen Terhadap Jual Beli Di E-Commerce Dalam Hukum Islam," *Jurnal Akuntansi, Manajemen Dan Ekonomi Digital (JAMED)* 3, no. 2 (2023).

However, despite its conveniences, there are still unresolved issues. Although laws regulating electronic trade and transactions exist, such as the Consumer Protection Law, which addresses the rights and obligations of both businesses and consumers in sales transactions, and the Electronic Information and Transactions Law, which outlines regulations for electronic transactions, these laws are not being fully implemented.

There are still instances of criminal activities perpetrated by businesses against consumers, and many consumers have yet to receive their rights, particularly concerning safety and legal protection when they become victims of non-performance in electronic transactions. The lack of socialization and understanding among consumers also affects their ability to secure legal protection from relevant authorities. As technology continues to advance, it is essential for all stakeholders—entrepreneurs, consumers, and regulatory bodies—to enhance their awareness and understanding of consumer rights and obligations. This collective effort is vital to improving legal protections for all parties involved, ensuring a safer and more equitable environment for electronic transactions. Conclusions should be written briefly. Conclusions must include three elements, namely important research findings, contributions to science, and explanations of research limitations. Do not repeat abstracts or simply list research results. Give scientific consideration to your work and state possible applications and developments. You should suggest further research based on the results of your research.

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