



## Legal Protection for Buyers Who Suffer Harms in Buying and Selling Transactions on Social Media (From a Civil Law Perspective)

Immanuel Lamhot Sitanggang<sup>1</sup>, Jinner Sidauruk<sup>2\*</sup>, Roida Nababan<sup>3</sup>  
Fakultas Hukum, Universitas HKBP Nommensen, Medan

**Corresponding Author:** Jinner Sidauruk [Jinner.Sidauruk@uhn.ac.id](mailto:Jinner.Sidauruk@uhn.ac.id)

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### ABSTRACT

The development of digital technology has increased buying and selling transactions through social media; however, it has also raised various risks for buyers, such as products that do not match the description, defective goods, and fraud. This study aims to analyze the legal protection for disadvantaged buyers and the legal remedies available in social media transactions from a civil law perspective. The research method used is normative legal research with a statutory approach and qualitative juridical analysis of applicable regulations. The results show that legal protection for disadvantaged buyers is regulated under various laws, including the Civil Code (KUHPerdata), the Consumer Protection Law (UUPK), and the Information and Electronic Transactions Law (UU ITE). This legal protection includes preventive measures, such as regulations governing rights and obligations in electronic transactions, as well as repressive measures, such as dispute resolution mechanisms for affected buyers. Legal remedies available to buyers include litigation through the court system and non-litigation approaches such as negotiation, mediation, and arbitration. With clear legal protection and stricter supervision by the government and social media platforms, online buying and selling transactions are expected to be safer, more transparent, and provide legal certainty for all parties involved.

## **INTRODUCTION**

In the current digital era, the development of technology and electronic communication through social media is currently developing very rapidly, making transactions on social media is a buying and selling activity carried out by sellers through online platform media such as Facebook marketplace, Instagram, TikTok and many others that we often find on social media. In making sales through the online platform, the seller first carries out advertising marketing so that the sales product is interested in buying the product advertised by the seller on the social media platform. Advertising marketing is one form of source carried out by sellers so that the delivery of information is achieved to buyers regarding the sale of products that are traded on the online platform. Making sales using an online platform is a place of facilities that are currently widely used by some people who want to make sales through platforms on social media that do not recognize their age limits, the development of platforms on social media is widely used so that it can be provided with convenience for sellers and buyers in carrying out the buying and selling transaction process for everyone who wants to make transactions wherever and whenever they do. In the process of buying and selling transactions through social media is one of the forms of transactions to buyers who want to make payments through online media such as Via Bank, Dana and many others, so that buyers can carry out the buying and selling transaction process to the seller online, and to be able to make a form of proof of transaction agreement to each party so that there is no misunderstanding in carrying out the process of buying and selling products that are traded on the online platform.

Therefore, sales on social media platforms have very large benefits and advantages from sales through social media, but in the process of selling on social media, there are many bad things in the buying and selling transaction process, where purchases through the online platform must be aware, especially for buyers who are because buying a product through a social media platform and making buying and selling transactions between sellers and buyers do not meet face to face, in this process the position of the buyer can be very weak in carrying out the buying and selling transaction.

Thus, the risk obtained by the buyer in the transaction of buying and selling on the social media platform can occur and has the risk of product uncertainty such as damaged goods, products containing hidden defects, and also not in accordance with the advertising on the platform being sold. At the time of purchase online cannot check the product purchased directly, then the buyer can automatically be said to be disadvantaged, so that it becomes one form of risk of loss for the buyer in the process of buying and selling transactions on the social media platform.

The legal protection system for buyers who are harmed in making buying and selling transactions on a platform on social media is a form of legal protection that is currently in effect and has a very significant contribution to efforts to protect buyers who are harmed in the modern digital era which is currently increasing very rapidly. This is expected to create a form of buying and selling

transaction process that is fair and does not involve buyers who are harmed in buying and selling on social media.

As in the development of technology at this time, buying and selling online or on social media is very encouraging for the birth of very specific regulations, namely Law Number 11 of 2008 concerning Information and Electronic Transactions and also becoming a new Law in Law Number 1 of 2024 concerning Information and Electronic Transactions (UU ITE). Which is included in the form of buying and selling transactions on social media and protecting the validity of documents and personal data of buyers.

Protection for buyers who are harmed, according to the provisions of consumer law, is not intended to kill the businesses of sellers on social media, in fact this can provide a healthy business climate and a form of business that encourages becoming a well-known company on the product sales platform on social media, so that there is no loss for buyers who want to carry out the buying and selling transaction process on social media. Basically, if there is legal protection for the injured party in a sale and purchase transaction, it is contained in civil law in Indonesia which has been regulated in the Civil Code 1320BW concerning the existence of something that regulates the valid conditions of an agreement,

Here are examples of cases listed in this background as follows:

Business actors sell goods on a social media platform such as a marketplace on the Facebook application that sells goods such as mobile phones and motorbike equipment, but then in the transaction process the goods are not as sold or do not comply with the provisions on the marketplace platform on Facebook, then automatically the buyer becomes the one who is harmed in the sale and purchase transaction on the marketplace platform on Facebook

Based on the background above that has been put forward, the author is interested in conducting a study on "Legal Protection for Buyers Who Are Harmed in Sale and Purchase Transactions on Social Media (In a Civil Law Perspective)"

## **LITERATURE REVIEW**

### **1. Review of buying and selling on social media**

#### **a. Definition of Buying and Selling on Social Media**

Buying and selling on social media is a transaction of buying and selling goods and services that is used through a platform on social media such as the Facebook marketplace, Instagram and others. This transaction involves the seller and the buyer without having to meet in person, by determining the characteristics and form of the type of goods being bought and sold and advertised, and the price of the goods is usually paid in advance before the goods are delivered and the payment is made via bank transfer.

#### **b. Terms and Conditions for Buying and Selling on Social Media**

- Agreement of the parties: The parties involved must have the legal capacity to make an agreement. In online transactions, especially on Instagram, this aspect is a challenge because the interaction occurs virtually, making it difficult to ensure whether both parties meet the

legal requirements. Even so, the inability of one party does not immediately cancel the agreement, but can be used as a basis for the party who feels aggrieved to file for cancellation.

- Clear object: Every agreement must have a clear and specific object. For example, the sale of goods on the Facebook marketplace must clearly state that the object is to deliver the goods to the buyer.
- Halal reasons: The objectives to be achieved in buying and selling must be in accordance with good intentions and not violate laws and regulations, public order and morality.

#### c. Transaction Procedures for Buying and Selling on Social Media

- Sellers upload photos and product descriptions on social media to attract potential buyers. They try to expand their market reach, while buyers look for the goods or services they need while checking reviews from other users as a consideration.
- Ordering: buyers order products and/or services electronically
- If the buyer agrees to the transaction, both parties will determine the payment method via bank transfer. In addition, buyers need to read the procedures and information on the use of goods or services to ensure security.
- Shipping: after the buyer sends proof of transfer, the seller processes and packages the goods according to the buyer
- Receipt: the buyer receives the goods

#### d. Purpose of Buying and Selling on Social Media

- Expanding marketing reach: For sellers, social media helps expand the product marketing area
- Making it easier for consumers For buyers: social media makes it easier to get information about products to be purchased Instagram, for example, makes it easier for users to find information about the goods they need
- Cost efficiency Online sales based on social media can be cheaper because there are cost savings, such as shop rental costs that can be diverted to adding goods, minimizing promotion costs, and wider network reach
- Product promotion Social media is a means of product promotion that has very good prospects

## **METHODOLOGY**

The research used is a type of research in the form of normative law, where in normative legal research the source uses legal materials in the form of laws and regulations, contracts and legal theories and opinions of previous scholars. This study also uses a legal approach to judges' decisions and official documents by the state, which relate to buyers who are harmed in buying and selling transactions on social media. And the legal materials used are primary legal materials, secondary legal materials, and tertiary legal materials. The primary legal materials in this study use statutory approach regulations, secondary legal materials use highly relevant data collection from certain document studies such as the internet, law journals, books and scientific articles in the results of previous

research, the method used by the author uses library research. namely data collection in legal literature. this study also uses data analysis used in a qualitative normative juridical nature by analyzing the form of legal materials that have been obtained, then discussions and interpretations are carried out so that they can be concluded by the author.

## **RESEARCH RESULT**

### **Form of legal protection for buyers who are harmed in buying and selling transactions on social media**

Legal Protection can be interpreted in the Big Indonesian Dictionary (KBBI) which can be interpreted that protection is something or an act that can protect buyers who are harmed, and then the law can be interpreted as a form of regulation or custom that is considered binding, which is emphasized by the authorities and the government.

Legal protection in Indonesia in civil law is described in Article 1313 of the Civil Code "An agreement is an act in which one or more parties bind themselves to one or more other parties", Article 1457 of the Civil Code "buying and selling is an agreement in which the seller promises to deliver an item and the buyer promises to pay the agreed price. If the seller does not deliver the goods or delivers defective goods, the buyer can file a lawsuit based on breach of contract. Legal protection in the context of buyers who are harmed in buying and selling transactions on social media because of the increasing number of fraudulent businesses through online media, which refers to acts of violation that do not have the ability to carry out electronic contractual obligations, but there is an appropriate legal framework for buyers who are harmed in buying and selling transactions, this buyer also gets the protection that is very much needed in overcoming or maintaining this situation, a form of legal protection for buyers who are harmed in buying and selling through regulations obtained in regulating the rights and obligations of buyers who are harmed and sellers.

Legal protection for buyers who are harmed in buying and selling transactions on social media is regulated by several regulations, including the Civil Code (KUHPperdata) which includes various provisions, namely:

1. KUHPperdata

Article 1320 regulates the requirements for the validity of an agreement, which is very applicable for people to transact on social media.

Article 1330 emphasizes that the seller's obligation to deliver goods in accordance with the agreement and Article 1347 regulates default, where sellers who fail to fulfill their obligations can be subject to compensation.

2. Consumer Protection Law (UUPK)

Law Number 8 of 1999 concerning Consumer Protection provides consumers or buyers with the right to receive compensation if they experience losses due to default by the seller in Article 19 of Law Number 8 of 1999 "business actors (sellers) are responsible for providing compensation for damage, pollution, and/or losses to buyers due to consuming goods and/or services produced or traded". Compensation as

referred to in paragraph (1) may be in the form of a refund, replacement of goods and/or services of the same type or equivalent value.

3. Law Number 11 of 2008 and Law Number 1 of 2024 Concerning Information and Electronic Transactions (UU ITE)

The Law on Information and Electronic Transactions provides additional protection by determining the form of sanctions for business actors (sellers) who spread false information that is detrimental to consumers (buyers), in Law Number 11 of 2008 is the legal basis for the use of information technology and electronic transactions in Article 9 explains that "business actors who offer products through electronic systems must provide complete and correct information relating to the terms of the contract, producers and products offered".

4. Regulation of the Minister of Trade Number 50 of 2020 Concerning Trading Through Electronic Systems

This regulation regulates aspects of business licensing, advertising, coaching, and supervision of business actors in trading through electronic systems (PMSE). However, this regulation does not specifically provide legal protection for consumers who experience losses in buying and selling transactions through social media. Article 3 paragraph (1) states that "business actors are required to have a business license to carry out electronic trading activities". Furthermore, Article 16 paragraph (1) "allows business actors to create and/or distribute electronic advertisements as part of a marketing or promotional strategy". In addition, Article 18 emphasizes that "business actors who produce, provide, or distribute electronic advertisements must ensure that their content complies with applicable legal provisions and are responsible for the content of the advertisements delivered".

Transactions of buying and selling via social media, which are based on the provisions of Law Number 11 of 2008 concerning Electronic Information and Transactions and also based on the new ITE Law Number 1 of 2024 concerning Electronic Information and Transactions (ITE Law) and Regulation of the Minister of Trade Number 50 of 2020 concerning Trade Through Electronic Systems. This Electronic Contract according to the provisions of Article 48 paragraph (3) of the PP PSTE must at least contain the identity data of the parties, objects and specifications in the electronic transaction requirements process. This can return an item that has been harmed to the buyer. Buyers who experience losses in buying and selling transactions on social media have the right to legal protection. In this case, there is a legal basis that is the main reference for protecting the rights of buyers, namely the Civil Code (KUH Perdata). Article 1330 of the Civil Code explains that if the seller does not fulfill his obligations, he can be subject to sanctions in the form of compensation to buyers who experience losses in online buying and selling transactions. In addition, Article 1347 of the Civil Code also discusses default, which is a condition in which the seller fails to carry out his obligations, so that he can be subject to compensation sanctions to

the affected buyer. Thus, the buyer has a strong legal basis to claim his rights if he experiences losses in a buying and selling transaction via social media.

In purchasing a buying and selling transaction on social media, the buyer who is harmed has the rights and obligations as a buyer which are regulated in the consumer protection law and the electronic information and transaction law which are forms of rights that can be legal protection if the buyer has suffered a loss in carrying out a buying and selling transaction on social media, namely:

1. Obtaining goods in accordance with the provisions of the sale and purchase
2. Providing or obtaining very clear, correct, and honest information regarding sales contributions on a platform on social media
3. Obtaining security in using product materials so that there is no damage in the sale.

The buyer's obligations in buying and selling transactions on social media, namely reading the rules and provisions of instructions for using the product, having good intentions in carrying out the buying and selling transaction, and also paying in accordance with the provisions of the sale and purchase.

Forms of legal protection for buyers who are harmed in buying and selling transactions on social media include:

#### 1. The existence of Preventive Legal Protection

provides legal protection and supervision efforts in carrying out a buying and selling transaction on a social media platform with the aim of supervising or preventing errors from occurring to sellers in making purchases on a social media platform. Preventive protection in buying and selling transactions on social media through regulations regarding standard agreements and standard agreements regarding the form of nature, character, and distribution of rights and obligations based on laws that have been determined to protect buyers who want to carry out the buying and selling transaction process on social media. This protection involves various forms of efforts made by the government, social media platforms, and the buyers themselves. Some aspects of preventive legal protection are

- Consumer Protection Law (Law No. 8 of 1999)  
Which regulates the rights and obligations of consumers and business actors, guarantees the rights of consumers to obtain correct and honest information.
- Law on Information and Electronic Transactions (UU ITE No. 11 of 2008, in conjunction with Law No. 19 of 2016)
- Regulates legal aspects in electronic transactions, provides protection against cybercrime in buying and selling on social media.
- Regulation of the Minister of Trade No. 50 of 2020  
Regulates the obligations of business actors in electronic transactions, requires business actors to have a clear identity.

#### 2. Existence of Repressive Protection

A form of repressive protection for buyers who are harmed, UUPK Article 45 paragraph 1 makes a breakthrough that protects buyers who are harmed by filing a lawsuit against the seller who committed a case that caused the buyer

to suffer losses outside the court which is highly anticipated by BPSK. BPSK is a form of special court for buyers who really expect answers that have been demanded by the community so that the process runs well and smoothly. In Indonesian law, repressive legal protection is regulated in several provisions, namely:

- Law Number 8 of 1999 concerning Consumer Protection is very relevant in this context. In Article 4, consumers have the right to get comfort, security, and safety when using goods or services. Article 7 emphasizes that business actors are required to provide accurate, clear, and honest information about the products offered. Then, Article 8 prohibits business actors from selling goods or services that do not meet standards or have the potential to harm consumers. In addition, Article 19 requires business actors to provide compensation if the product sold does not comply with the agreement or causes losses to consumers.
- **3. Accountability of Business Actors (Sellers)**
  - **The responsibility of business actors (sellers)**  
The responsibility of business actors (sellers) is a form of seller error in making purchases on social media, sellers are also required to provide accountability to buyers who have been harmed that have been experienced, in this accountability can be in the form of a refund that has occurred and or replacement of a more suitable product for use, in addition, business actors (sellers) must provide a very clear and correct form of information about the products sold.

Basically, losses in making transactions on social media, losses that actually occur result in loss of profit in buying a product, the form of compensation requested by the buyer is only limited to compensation for loss of profit in buying a product which is the occurrence of the breach of contract. Responsibility is basically a form of part of legal obligations, there are basic elements to formulate obligations to sellers to follow the provisions of existing legal regulations. Legal protection for the parties is a form of government role to provide protection for sellers and buyers in sales and purchases on social media. In the law in Indonesia, liability to business actors (sellers) is regulated in Law Number 8 of 1999 concerning Consumer Protection. Several articles that regulate the liability of business actors (sellers): Article 7, Article 8, Article 19, and Article 23 which regulate liability to business actors who have harmed buyers.

Legal remedies that can be taken by buyers who are harmed in social media sales transactions

If a buyer experiences a loss in conducting a sales transaction via social media, the Consumer Protection Law provides an alternative to resolve the dispute that arises, either through the courts or out of court. Settlement through the courts is regulated in Article 45 paragraph (1) of the Consumer Protection Law, which states that "Every consumer who is harmed can file a lawsuit against the business actor through an institution tasked with resolving disputes between buyers and sellers or through a general court." In addition, Article 45 paragraph (2) of the Consumer Protection Law explains that "Settlement of consumer disputes can be carried out through the courts or out of court based on a

voluntary agreement from the disputing parties." Dispute resolution outside the courts is regulated in Article 47 of the Consumer Protection Law, which states that "consumer dispute resolution outside the courts is carried out to reach an agreement on the form and amount of compensation and/or certain actions to ensure that the losses experienced by consumers will not be repeated." With these two options, buyers who experience losses due to the actions of business actors (sellers) can choose one way to obtain justice in accordance with the provisions contained in consumer protection, either through the courts or alternative settlements outside the courts.

In this case, buyers who experience losses in buying and selling transactions on social media can be said to have violated the provisions of consumer/buyer rights, and if consumer/buyer rights are violated, then there can be losses or breach of contract in the buying and selling transaction agreement on social media. So buyers can take legal action to prevent losses when transacting on social media, the legal efforts that can be taken by buyers are:

1. asking the seller to deliver the purchased product
2. asking the seller to replace the product that does not match
3. asking for compensation from the seller
4. asking for compensation
5. asking for cancellation of the agreement
6. asking for a price reduction
7. reporting to the platform that sells the product on the relevant social media.

Article 1457 of the Civil Code states that a sale and purchase agreement is a form of obligation in which one party binds himself to be able to submit an existence to another party to make a price payment according to the agreement of both parties.

cases that often befall buyers or consumers, which can be said to be a violation of the rights of buyers who have suffered losses in sales transactions on social media. This is an example of a case that has been summarized, namely Business actors or sellers sell goods on a platform on social media such as the marketplace on the Facebook application that sells goods such as cellphones and many others, then make payments via bank or transfer to the seller, but then in the process of the transaction the buyer sees that the goods are not as sold or do not comply with the provisions on the marketplace platform on Facebook, then the buyer automatically becomes the one who is harmed in the sale and purchase transaction on the marketplace platform on Facebook.

Based on this case, in general, buyers who have suffered losses on the Facebook marketplace platform must protect the buyer's rights, in this case having legal remedies through litigation and non-litigation. It can be noted that Article 19 paragraph 1 number 8 of 1999 concerning consumer protection states that these things are a form of responsibility of business actors or sellers to buyers, where the responsibility of business actors or sellers includes:

- Responsibility for loss, damage, product defects, and product errors
- Responsibility for compensation to buyers who have been harmed
- Responsibility for compensation for pollution in a platform.

To protect legal efforts through litigation and non-litigation channels that occur to buyers who are harmed, the main channels can be taken, namely:

### **1. Non-Litigation Legal Efforts**

Based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, it states that it regulates the mechanism for resolving disputes outside the court through arbitration, mediation, negotiation, and conciliation. This law emphasizes that the arbitration decision is very final and binding because it cannot be resubmitted to the court. The arbitration process includes the selection of arbitrators, examination of disputes, and execution of decisions. In addition, this law provides a form that is the legal basis for other alternative dispute resolutions that are faster and more efficient than litigation in court.

Non-litigation legal efforts are a method of dispute resolution carried out outside the court, as regulated in Article 47 of the Consumer Protection Law (UUPK). Companies that currently manage marketplaces on Facebook have policies related to preserving buying and selling in the marketplace features they use in platforms on social media such as Facebook, namely:

1. blocking the accounts of business actors or sellers
2. reporting to business actors or sellers who sell products at low prices that harm buyers and/or suspicious offers on the Facebook marketplace
3. assessing business actors or sellers on the marketplace on Facebook
4. contacting law enforcement to follow up if there are threats, fraud and theft

### **2. Legal Efforts Through Litigation**

In legal efforts through litigation, it is a form of legal effort through the district court which refers to the provisions of the courts in Indonesia, this process involves filing a lawsuit in court, although it can provide a legally binding decision, in general litigation often requires time and costs that are not easy in the court process, buyers can sue business actors or sellers by resolving disputes in court in Indonesia.

Settlement outside the court that can be implemented by buyers who are harmed in the dispute resolution process, namely:

- Carrying out negotiation, in the negotiation path carried out to both parties in the case of a sale and purchase transaction on social media, sellers who have harmed buyers can hold discussions through negotiations so that compensation can be made to buyers who make transactions via social media in the Facebook marketplace so that there is no need for litigation to resolve the problem so that it can be done in a mature and family manner.
- Conducting mediation, many incidents in social media buying and selling transactions on the marketplace, this settlement is often carried out through a court that is processed through negotiation, settlement through mediation can be submitted to the Facebook company that opens the marketplace through facilitative mediation which functions as a facilitator who can provide opinions or settlements to buyers who have been

harmed. The Facebook marketplace only provides a way out for both parties to determine for themselves what they have faced. This settlement can be used through mediation, using a mediator as input and or advice from a legal perspective, as well as evidence and facts that have been collected for buyers who have been harmed. By submitting and reporting to BPSK as a form of implementation through mediation to protect buyers.

## **CONCLUSIONS AND RECOMMENDATIONS**

1. Legal protection for buyers who are harmed in buying and selling transactions on social media is very important to overcome risks such as defective goods, not as described, or fraud. In civil law, in carrying out buying and selling transactions, the requirements for a valid agreement must be met as stipulated in Article 1320 of the Civil Code. In addition, in the Consumer Protection Law (UUPK) Article 19, the seller is responsible for providing compensation if there is a violation of consumer rights. The Electronic Information and Transactions Law (UU ITE) also provides protection against the spread of false information that can harm buyers. This form of protection includes preventive protection, such as regulations governing rights and obligations in online transactions, as well as repressive protection, namely a law enforcement mechanism in the event of a dispute.
2. Buyers who experience losses in buying and selling transactions on social media can take legal action through litigation or non-litigation. Non-litigation channels include out-of-court dispute resolution, such as negotiation, mediation, or arbitration as stipulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Buyers can also file complaints with the Consumer Dispute Resolution Agency (BPSK) or report violations to the relevant social media platform. If out-of-court settlements do not produce results, buyers can take the litigation route by suing business actors through the courts based on the Consumer Protection Law and the Civil Code. With these various legal mechanisms, it is hoped that buyers' rights can be protected and buying and selling transactions on social media will be safer and more reliable.

## **ADVANCED RESEARCH**

In writing this article, the author realizes that there are still some shortcomings in terms of language, writing, and presentation, which are caused by the limitations of understanding and abilities possessed by the author. Therefore, the author greatly expects suggestions and also constructive criticism from various parties in order to improve the quality of the article that has been written by the author.

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