

LEGAL PROTECTION OF CONSUMERS IN E-COMMERCE TRANSACTIONS

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Abstract :

In this ever-evolving digital era, consumers can easily purchase goods and services online with just a few clicks. E-commerce transactions offer convenience and accessibility. However, consumers are often exposed to various risks such as product discrepancies, fraud, unauthorized disclosure of personal data, and injustice in dispute resolution. The purpose of this research is to discuss legal protection in e-commerce transactions for consumers. The results of this study are that the provisions in UUPK do not fully accommodate consumer rights in e-commerce transactions. This is because e-commerce has different characteristics from conventional transactions. Some of these characteristics include the absence of direct meetings between sellers and buyers, the use of internet media as a means of transaction, etc.

Keywords : Protection Customers E-commerce

INTRODUCTION

In the digital age that continues growing , trading electronic or e-commerce already become part from sector the fastest growing economy growing all over the world. In environment this , consumer can with easy do purchase goods and services online with _ only a number of click . E-commerce transactions offer convenience , accessibility , and wide choice for various consumers _ parts of the world.

However , rapid growth _ this also brings various challenges and risks new , especially in matter protection customer rights . On context In e-commerce transactions , customers are often faced with various risk like discrepancy product , fraud , disclosure of personal data that is not legitimacy , and injustice in settlement dispute . because _ that 's important for government , institution legislation , and actors industry For ensure that consumer protected with Good moment e-commerce transactions .

Protection law is base important To use guard customer trust and assurance justice in every transaction . Relevant laws in context customer protection in e-commerce transactions includes various rules and regulations set by the government and institutions related . Objective from protection law This is To use protect customers from practice business that doesn't fair , fraud , or possible losses _ happen during the transaction process .

However , implementation and effectiveness protection law on the current customer e-commerce transactions still become debate . There is a necessary challenge overcome , like

fulfillment clear terms and conditions , enforcement _ effective laws , and efforts settlement a quick and fair dispute . Besides that is development continuing technology _ continuously generates _ issue new in protection consumer , like personal data security and privacy .

In context this , journal This aim To use analyze protection law for customers in e-commerce transactions . Journal This will explain framework applicable laws and take into account various aspect protection relevant laws _ for consumer . Besides it's a journal this too will identify challenges faced _ in apply protection law and offers recommendation policy that can increase protection consumer in e-commerce transactions .

METHODS

Study This use method qualitative with approach review literature . Literature review is A method that is systematic , explicit and reproducible For do identification , evaluation and synthesis to works results research and results thought already _ produced by researchers and practitioners . Deep step writing this literature review started with election topic . Do search References or source to collect relevant information _ from the Google Scholar database, CINAHL, Proquest , Ebsco , or National Library . Determine keywords or keywords _ For search journal . After the data is collected Then processed , analyzed and retrieved conclusion .

RESULTS AND DISCUSSION

With more understanding _ Good about protection law for customers on e-commerce transactions , expected can built environment more trade _ fair , safe , and can trusted for consumer . this _ will give encouragement for sustainable growth _ in e-commerce sector and improve trust consumer in shop online .

In e-commerce transactions , either seller nor buyer have rights as well as obligations of each. Under that is relevant points : _

1. Rights of the Seller (Merchant):

- a. Right to give correct , clear , honest information _ about product offered _ for customer .
- b. usufructuary rights accept payment from goods or services sold . _
- c. Use rights obtain protection law to action committed buyer _ No well , like fraud or no payment _ valid .

2. Liability Sellers (Merchants):

- a. Obligation For give accurate , complete and clear information _ about product or services sold _ to buyer .
- b. Obligation For guard security and confidentiality information acquired buyers _ during transaction .
- c. Obligation For provide service adequate customer , incl _ respond questions , comments , or complaint buyer .

3. Rights of the Buyer (Consumer):

- a. Use rights get correct , clear , honest information _ about product or service to be bought .
- b. Use rights do valid payments and earn _ product or service according to the agreement .
- c. Use rights obtain protection law to sellers who don't fulfil his obligations or do detrimental action _ buyer .

4. Liability Buyer (Consumer):

- a. Obligation To use give accurate , clear and honest information _ moment do transaction .
- b. Obligations To use pay price already _ agreed in accordance with transactions made . _
- c. Obligation For respect and obey provision the use of the e-commerce platform used .

On implementation e-commerce system , one problems encountered _ is mechanism payment via the internet. For overcome problem this is necessary There is mechanism online payment that includes stages following :

1. Security Transactions : Important For develop method safe and secure payment . _ This involve use technology security like data encryption , SSL (Secure Sockets Layer) certificates , and mechanisms strong authentication _ For protect information sensitive like card data credit .
2. Usage Intermediaries (Parties Third): Deep a number of e-commerce transactions , parties third can role as intermediary For ensure security , identification , and validation . For example , service online payment or payment gateway that provides layer addition protection and facilitating the transaction process between seller and buyer .
3. Identification and validation : Mechanism online payment a must covers steps __ _ For identify and validate identity the user did transaction . This Can involve verification card credit , code security , or method authentication other such as One-Time Password (OTP) or verification through mobile application .
4. Management Finance : Mechanism online payment is also a must covers steps __ _ For manage finance transaction , like handling no payment _ successful , refund , and tracking of payment status .

With exists mechanism paying attention online security , identification , and validation , can increase trust consumer moment do e-commerce transactions . Besides that is , role party third as intermediary also _ give protection addition for second split parties involved in the transaction .

Article 9 of the ITE Law states that sellers use _ system electronic in offer product must give complete information is also correct about condition contracts , manufacturers , also products sold . this _ aim To use give clarity as well as certainty for customer moment do e-commerce transactions .

Furthermore , Article 10 paragraph (1) of the ITE Law requires every seller who held transaction electronic For get certification from institution certification reliability . Certification This aim For ensure that perpetrator business the fulfil standard reliability in maintenance transaction electronics , incl in matter security and integrity system Technology Information used . _

With e-commerce procurement , organizer Agent Electronics are also required show a number of principles , namely :

1. Precautions : Operators must be careful in carry out his job is to manage transaction electronics , and secure required information . _
2. Security and Integrated System Technology Information : Organizer must ensure security system Technology Information used _ in transaction electronics , incl protection to no access _ legitimate and data leakage .
3. Control Security on Activities Transaction Electronic : Organizer must control and ensure security activity transaction electronics done _ with the parties involved . _
4. Effectiveness and Efficiency Fees : Organizer must carry out his job with effective and efficient from facet cost , so give optimal usability throughout involved parties . _

5. Protection Consumers : Operators must obey provision regulations per law that regulates protection customer on transaction electronics , so rights consumer still guaranteed .

Moment maintenance e-commerce transactions , important for the parties For apply principles that have mentioned previously with good and consistent . Principles the covers caution , safety system , control activity transactions , effectiveness as well as efficiency costs , as well protection customer . However , according observation is also experience , principle main still _ more take precedence in online transactions in Indonesia is aspect trust or "trust" for seller or customer . This means that trust between seller and buyer become such a factor important on e-commerce transactions , especially in transaction scale small until medium at relative face value small . Despite thus , Security in online transactions , incl verification identity sellers / customers also use payment gateways, as well security is also the reliability of e-commerce websites, no become top priority _ for sellers are also buyers , especially in transactions made past network social media , online communities , online stores , or blogs.

There are report complaint about fraud via the internet and telecommunications other show exists necessary risk _ noticed in e-commerce transactions . For deal with it , it's important for We as consumer For become more selective and careful in do transaction online .

Moment do e-commerce transactions , important For prioritize aspect security Transactions are also prudent become consideration main . This including choose a trusted platform or website , make sure security track payment , avoid give information sensitive personality _ without clear reasons , and verify identity seller before do purchase . Besides that , on maintenance transaction electronics , the parties involved must notice principles like faith good , prudence , transparency , accountability , also fairness . Faith Good refers to intent kind and honest in carry out transactions , meanwhile caution direct We For do assessment and taking wise decision . _ Transparency , accountability , and fairness emphasize importance openness information , responsibility answer , and balance in connection transaction between seller and buyer .

Article 49 of Regulation Government Number 82 of 2012 concerning Administration System and Transaction Electronic arrange a number of mandatory obligations _ fulfilled for sellers in e-commerce transactions . Under This that is bullet points important in Article 49 : _

1. Sellers who sell product via an electronic platform must give complete information _ as well as accurate about condition contracts , manufacturers , also details of products sold . this _ aim To use give customer clear information is also sufficient before they do transaction .

2. Seller must give clarity information about offer contract or advertisement . On p this , them must provide clear information _ about conditions transaction , price , method payment , policy return goods , as well as information relevant other .

3. Seller must give a time limit for customer To use return stuff already _ sent when Not yet according to the agreement or experience disabled hidden . this _ aim For protect consumers to have that time

Enough For check and return goods If there is discrepancy or disabled .

4. Seller must give information about delivery goods to customers . This become give information about the shipping process , no receipt or identification shipping , also delivers update about delivery status for customers . _

Seller No Can burden customer about obligation pay goods sent _ without base contract . this _ confirm that payment must based on agreement or valid contract _ between perpetrator business and consumers .

Trade law is also regulated about obligation sellers in e-commerce transactions .

Relevant articles _ in the Trade Act related matter This namely :

1. According Article 47 paragraph (1) of the Trade Law , each the seller did trading Goods also/ or services through system electronic must provide data also/ or complete information _ as well as accurate . this _ emphasize importance for seller To use give right information _ as well as adequate for customers in e-commerce transactions .

2. Article 47 paragraph (2) of the Trade Law forbid seller To use sell Goods also/ or services through system electronic with use information that is not according to what is already provided . In other words, seller must ensure that the information provided for customers in e-commerce transactions according to actual facts .

3. Article 47 paragraph (3) of the Trade Law confirm that usage system electronically on mandatory e-commerce transactions obey provisions stipulated in the Information and Transaction Law Electronics (UU ITE). this _ show that moment operate e-commerce transactions , sellers are also required obey the rules related to the transaction electronic in the ITE Law.

Article 12 paragraph (3) of the ITE Law states that everyone who does violation to provision obligation in transaction electronic will responsible answer on all losses and consequences emerging law . _ this _ show that perpetrator businesses and consumers must obey applicable conditions _ in transaction electronic and responsible answer on action taken . _ Besides it , Article It also requires the parties to do so Transaction Electronic For have faith Good in do interaction during transaction going on . That is , the parties must operate transaction with faith good for each other value rights as well as obligations One with other . In context this , perpetrator businesses and consumers own not quite enough answer For obey provision law and enforce transaction in a manner honest , transparent and responsible answer . If There is violation to obligation in transaction electronics , parties that feel harmed capable demand accountability and compensation make a loss from violating party _ in accordance with the applicable provisions .

On Transactions Electronics , the parties involved required To use use System Electronics that have agreed . That is , they must using platforms or system that has Approved For do transaction the . this _ important For ensure security and legitimacy transaction electronics . Besides that is continuity Transaction Electronic determined by agreement between Sender (owner offer) and Beneficiary (beneficiary offer) . Transaction electronic considered happened to the offer transactions sent by Sender _ has been accepted and approved for Recipient . Agreement This usually implemented in a manner electronics , for example through sign hand electronics , box tick (checkbox), or another method that shows reception electronics .

On agreement transaction electronics , documents electronics made by the merchant often _ there is rules are also mandatory conditions obeyed with customer . However , the rules and conditions the No can burdensome customer and also works become protection law on both split party . A number of form protection given law _ among others:

1. Protection law for related merchants payment : Merchant gets oblige customer To use carry out repayment payment also prompt confirmation payment before do delivery ordered items . _ this _ give guarantee for that merchant they will accept payment before do delivery .

2. Protection law for customer related warranty : Customer own right on warranty , like return or exchange product when product received _ Not yet according to what was ordered . This give protection law for customers in order for them No harmed in transaction .

3. Protection law related privacy of personal data : Protection of personal data electronic media users must arranged in a manner law . Information personal only can used with agreement data owner and should protected with safe . it _ is form protection law on all involved parties _ in e-commerce transactions .

Article 25 of the ITE Law states that information electronics and documents assembled electronics _ as work intellectual property , internet sites, also works intellectual in it _ _ protected become right riches intellectual in accordance regulations per law. this _ confirm protection law to works and information generated electronics _ in context e-commerce transactions .

CONSUMER

Consumer refer to individuals _ or family that does purchase goods or service To use fulfil necessity personal or family them . Every individual wearing _ goods or services available to the community , either To use need personal , family , other people, or creature else , neither To use objective trade (Asyihadie , 2014: 194).

UUPK classifies the meaning of consumers in three part as following :

1. Consumers in a general sense :

Consumer in a general sense covers individual or entity using _ or utilise goods too/ or service To use function certain . They is the person using it product or services provided by the offender effort .

2. Consumers between :

Consumer between refers to an individual or entity using _ or utilise goods too/ or service with objective To use produce goods or other services or For traded in a manner commercial . In context this , consumer between also can called as perpetrator effort , which is not only use product or service For consumption personal , but also for interest business they alone .

3. Consumers end

Consumer end refers to an individual or entity that uses , utilizes , or consume goods too/ or service To use fulfil necessity personal , family , or House ladder they alone . Consumer end No own objective For trade return product or their service _ use .

understanding about three understanding consumer This important in the context of the UUPK, because of the law give protection law for customer in various category the .

CONSUMER PROTECTION

Protection consumer refers to a series actions taken by governments , organizations , and regulatory agencies To use protect rights as well as interests customer . Objective main from protection consumer that is ensure that consumer own fair and secure access _ to their products and services _ buy . Following This a number of point important necessary _ understood about protection customer :

1. Rights Customer : Protection customer involve recognition and protection of rights customer . A number of right common customer _ covers right from security , rights from clear information , right _ on choice , right on fair compensation , and rights To use participate in taking influencing decisions _ them .

2. Labels are also Information Product : Protection consumer involve provision clear information _ as well as accurate to consumer about their products and services _ buy . this _ often involve condition for labels that include information like composition product , date expired , hint use , effect aside , and a warning safety .

3. Quality and Safety Product : Consumer own right For get quality and safe products . _ Government and regulatory bodies responsible answer For ensure that products sold on the market fulfil standard set security . _ If anything disabled or risk related safety _ with product , consumer own right For submit complaint and accept change make a loss If required .

4. Practice Fair Trade : Protection consumers are also involved oppose practice trading that is not fair or misleading . This including fraud , sales coercion , misleading marketing , and practices aggressive sales . _ Consumer must protected from practice sort of it and given access to track settlement effective dispute . _

5. Service Customers are also Settlements Dispute : Protection customers are also involved provision service good customer and mechanism _ settlement effective dispute . _ Consumer must can with easy contact company or provider service , filed complaint , and get satisfactory response . _ If it happens dispute which is not can resolved in a manner direct , mechanism settlement independent dispute _ must available .

Protection customer have role important ona build trust also takes care balance between consumers and producers / providers service . Government , organization consumers , and regulatory agencies Work The same For apply relevant laws and regulations , provide _ education to consumers , and ensure that rights consumer respected .

Article 23 UUPK (UU No. 8/1999) regulates that If seller manufacturer or the distributor refuses or Not yet give response or Not yet fulfil change make a loss from demands customer , then consumer own right To use sued the seller also finished dispute through BPSK or submit lawsuit to judiciary in the domicile customer .

In effort settlement dispute consumer under the Protection Act Consumers , there are two choices that can chosen by consumers :

1. Through BPSK: BPSK organizes appointed institution _ To use finish dispute between customers and sellers . Consumer can submit complaint to BPSK and follow procedure settlement disputes determined by the institution the . BPSK acts as a trying mediator or arbitrator reach agreement between customers and sellers .

2. Through Justice general : Consumers also have option For submit lawsuit to court in the locality they are . In matter this , discord will resolved through court proceedings regulated by law _ applicable court . _ Consumer need submit lawsuit with provide sufficient evidence and follow _ procedures established by the court the .

In context settlement disputes on e-commerce transactions , the ITE Law also provides relevant provisions . _ Following is explanation regarding the two points you mentioned :

1. Article 26 paragraph (1) of the ITE Law provides right for every individual To use sued the providing party system electronics too/ or use technology causal information _ loss . This It means when somebody experience losses on e-commerce transactions involving the giving party system electronic or use technology information , they have ability To use take action law with submit lawsuit for party the .

2. Article 26 paragraph (2) of the ITE Law provides authority for public To use submit lawsuit representative for the giving party system electronics too/ or use technology detrimental

information _ community , in accordance with the provisions stipulated with regulations per law. This It means when action from the providing party system electronic or use technology information have impact harm involved _ public in a manner broad , then public have right To use submit lawsuit Good in a manner collective or representative .

In second case the , steps law will involves a judicial process regulated by law applicable court . _ Consumer or feeling society _ harmed in e-commerce transactions can consult problem they with expert law For understand necessary procedures and steps _ taken in accordance with provisions of the ITE Law and regulations the laws in force in their country .

In submit lawsuit to court in dispute consumers , stuff following need noticed by consumers :

1. Every form losses suffered by customers _ capable filed to court without notice how much big losses that occur . this _ allowed with consider things as following :

a. Interest party the plaintiff (customer) is not only capable measured on value loss their financial _ natural .

b. belief that access to justice must available for everyone , incl customer with limitations economy .

c. To defend integrity institution justice .

2. Deep case principle not quite enough answer products written in Article 19 and Article 28 UUPK, element error become burden too _ not quite enough answer seller . it _ different from theory burden proof in case normal , where load proof become not quite enough answer plaintiff (customer) use prove there is element error .

From there principle not quite enough answer product , customer submitted _ lawsuit against the seller Enough show that received goods _ from seller there is damage moment given from seller also damage That cause loss or customer accidents _ the .

On completion dispute consumer through court , load proof For show there is element error usually become not quite enough answer seller . However , it's important To use noted that reality the No means settlement dispute customer past track litigation always easy or without challenge . There is still a trial process that must be done traversed , incl proof before _ court .

In matter evidence at trial , from he admitted tool proof electronic become tool valid proof _ in court as arranged in Article 5 paragraphs 1, 2 and 3 of the ITE Law, customers capable use a number of tool proof following in court :

1. Proof of transfer or proof payment For show exists transaction purchases made by consumers . _

2. SMS or e -mail stating agreement For do purchase as proof written showing _ agreement between consumers and actors effort .

3. Information related perpetrator business like name , address , number phone and number account as proof identity and engagement perpetrator business in transaction the .

With use tool proof that , the consumer can strengthen argument they in submit claim and prove claim they're in court . However , it's important For always consult with expert law For ensure use tool appropriate evidence and in accordance with the regulations in force in the respective jurisdictions .

Constitution Number 8 of 1999 regarding " Protection Consumers Haven't Got It Protect Consumer In E-Commerce Transactions " The provisions written in UUPK are not fully accommodate rights customers in e-commerce transactions . this _ caused because e-commerce has different characteristics _ compared to from transaction conventional . A number of

characteristics That covers absence meeting direct between sellers and buyers , the use of internet media as means transaction , probably happening transaction across state jurisdictional boundaries , and types goods or traded services _ Can form product physique nor digital products like device software (software).

However , UUPK remains accommodate rights applicable consumers in Indonesia in a manner common on transactions , incl e-commerce transactions . Rights _ customers written in article 4 UUPK include :

1. The right to comfort , security , and safety moment consume goods too/ or services .
2. Right of use sort goods too/ or services and earn goods too/ or service That according to value change conditions too as well as promised guarantee . _
3. The right to information that is correct , clear , and Honest about condition also guarantee goods too/ or services .
4. The right to use is heard opinions and complaints pda goods too/ or services used . _
5. Right gu na obtain advocacy protection , also efforts settlement dispute protection consumer in a manner worth .
6. Use rights obtain training as well as education customer .
7. Use rights treated or served in a manner true too honest as well as No discriminatory .
8. Use rights obtain compensation , replace loss , also/ or replacement If goods too/ or services received _ No according to the agreement or No fulfil the standard it should be .

Although UUPK not yet in a manner Specific arrange rights customers on e-commerce transactions , principles general in UUPK can applied For protect rights customers in the context of e-commerce. However , it's important To use Keep going develop relevant regulations and take into account characteristics specifically for e-commerce use rights customer can accommodated with ok .

On e-commerce transactions , rights customer can become easy violated .

A number of rights That namely :

1. Right of convenience , security and safety moment use goods too/ or services : In e-commerce transactions , customers No Can direct identify , see , and hold product to be bought . Besides In addition , security in e-commerce transactions is also maintained become attention , like lack guarantee data security , number card credit , and adequate password . Security This related with technique cryptography , SSL, and SET. Besides it , not yet there is a Certification Authority that ensures validity something online store , to comfort and safety customer moment transact No guaranteed completely .
2. Right of correct , clear , honest information _ about condition something goods : In e-commerce transactions , cause sellers are also buyers No meet in a manner direct , information about product Can become not enough adequate . Perpetrator business usually only give description as well as picture product on their website . However , there is goods certain necessary _ more than just description , like the best fragrance tried more formerly before order it .
3. Use rights heard opinions and complaints from goods as well as services used : Because _ communication in e-commerce happens by email , phone or online store without include address clear physical , consumer _ difficult convey complaint or opinion them . Besides it demands _ perpetrator business in cyberspace is also becoming hard .

4. usufructuary rights obtain advocacy , protection , juga effort settlement dispute protection customer in a manner appropriate : Solution dispute in e-commerce transactions can become difficult Because involve parties abroad and not _ exists clear mechanism _ For settlement the . Customer rights To use obtain clear information _ about identity company the seller is also important , for example address physique and name owner online store . However , in practice , information the often not _ be included in a manner complete , so difficult for consumer For submit complaint or know with Who they transact .

In context e-commerce transactions , important for consumer For be careful , do research , read review consumer before buy , and make sure exists policy return clear stuff _ from party seller . Besides it is necessary exists development and strengthening governing regulations _ rights customers in e-commerce transactions for protection customer can improved .

UUPK has limitations moment protect customers on related e-commerce transactions room scope understanding seller . The meaning of the seller listed in Article 1 paragraph (3) UUPK limits the work area sellers in the jurisdiction of the Republic of Indonesia. it _ make UUPK regulations do not can in a manner direct accommodate perpetrator businesses outside the territory of Indonesia that are involved in e-commerce transactions . However , it's important For noted that UUPK still covers seller online store operating in the territory of Indonesia. On p this , perpetrator business the still subject to conditions protection consumers regulated by UUPK.

Trading crossing national borders is one characteristics major e-commerce. Transactions that involve perpetrator businesses outside Indonesia can _ raises challenge in matter jurisdiction , enforcement law and settlement dispute . because _ it , for involving e-commerce transactions perpetrator overseas business , often _ needed Work The same cross- border agreement international , or regulation specially set _ protection consumer .

Development framework more laws _ area and work The same international in matter protection customers on e-commerce transactions greatly important To use overcome challenge the . this _ can covers formation agreement or regulations involving countries involved in e - commerce transactions protect rights customer Good effective and thorough .

CONCLUSION

organization consumers , and regulatory agencies Work The same For apply relevant laws and regulations , provide _ _ _ education to consumers , and ensure that rights consumer respected . Article 23 UUPK (UU No. 8/1999) regulates that If If seller manufacturer or the distributor refuses or No give answer or No do demands reimbursement on the customer , customer own right To use submit the lawsuit against the seller also resolved dispute through BPSK, or customers can too submit lawsuit to court in the locality his stay .

The provisions written in UUPK have not fully accommodate rights customers in e-commerce transactions . this _ caused because e-commerce has different characteristics _ from transaction conventional . A number of characteristics That covers absence meeting direct between sellers and buyers , the use of internet media as means transaction , probably happening transaction across state jurisdictional boundaries , and types goods or traded services _ Can form product physique nor digital products like device software (software). UUPK has limitations in protect customers on related e-commerce transactions room scope understanding seller . The meaning of the seller listed in Article 1 paragraph (3) UUPK limits the work area sellers in the

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