



## Dispute Resolution In Online Sales And Purchase Agreements On E-Commerce Shopee

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**Abstract:** This research aims to analyze dispute resolution in online sales agreements, focusing on a case study of PT Shopee Indonesia. In an increasingly digital era, online transactions have become an integral part of daily life, making it essential to understand effective and fair dispute resolution mechanisms. The methodology employed in this study is a qualitative approach with descriptive analysis, involving the collection of primary data through interviews and observations, as well as secondary data from relevant literature. From the analysis conducted, it is recommended that online sales agreements be drafted more clearly, dispute resolution mechanisms be improved to enhance efficiency, and the implementation of consumer protection laws be strengthened. With these measures, it is hoped that a fairer and more satisfying e-commerce environment can be created for all parties involved. The findings indicate that online sales agreements possess a sufficiently strong legal standing; however, there are still several provisions that require clarification to ensure fairness for all parties involved. The existing dispute resolution mechanisms, while adequate, face challenges in terms of efficiency and transparency. This research also highlights the importance of consumer protection law in safeguarding consumer rights in online transactions.

**Keyword:** Dispute, Online Sale, Shopee

## INTRODUCTION

The development of online buying and selling (e-commerce) activities in Indonesia has shown a significant trend in recent years. According to data from the Ministry of Trade, the number of e-commerce users in Indonesia increased from 38 million in 2020 to 65 million in 2024, representing a growth of 69% during that period.<sup>7</sup> Bank Indonesia noted that e-commerce transactions in Indonesia throughout 2023 reached IDR 453.75 trillion, a fourfold increase compared to previous years. In February 2024, Shopee ranked first as the e-commerce site with the most clicks in Indonesia, reaching around 228 million clicks per month. According to a survey by the Central Statistics Agency (BPS), the product categories most frequently sold through e-commerce platforms include: Food and beverages: 43.02%, Fashion: 15.04%, Household necessities: 8.11%, Transportation services: 5.86%, Cosmetics: 5.37%. The most common payment methods used in e-commerce transactions in Indonesia

are: Cash or cash on delivery (COD): 82.26%, Bank transfer: 13.03%, Digital wallet (e-wallet): 4.11%, Credit or debit card: 0.60%.

According to Article 4 of the Consumer Protection Law, abbreviated as UUPK, it states that: Consumers have rights in buying and selling activities. As stated in the Republic of Indonesia Law Number 8 of 1999 concerning Consumer Protection (UUPK), these rights granted to consumers are aimed at providing protection for consumers. As in the concept of trade, online buying and selling sites create an obligation between the parties to provide a performance. The implication of this obligation is the emergence of rights and obligations that must be fulfilled by the parties involved. Problems that arise in the implementation of e-commerce include the validity of contracts in e-commerce (online-contract/econtract) and the strength of the contract's proof in the event of a dispute.<sup>10</sup> The trading system used in e-commerce is designed to be signed electronically starting from the time of inspection and delivery.<sup>11</sup> E-commerce is a sales-purchase agreement model with characteristics and accentuations that are different from conventional sales-purchase transaction models, especially with a reach that is not only local but also global.<sup>1</sup>

In e-commerce transactions, the transaction does not occur through a balanced negotiation process between the parties. Instead, one party sets out standard terms and conditions in a web contract and then offers them to the other party for approval, leaving the other party with virtually no freedom to negotiate the proposed terms. Furthermore, legal resolution concerns disputes between parties conducting online transactions.<sup>2</sup> This issue becomes even more complex if the parties are located in different countries and adhere to different legal systems. This can occur because the internet is a virtual world that recognizes no national boundaries and can be accessed from anywhere in the world as long as there is an electronic economic network. Electronic contracts in electronic transactions must have the same legal force as conventional contracts. Therefore, electronic contracts must also bind the parties, as Article 18 paragraph (1) of the ITE Law states that "electronic transactions outlined in electronic contracts bind the parties.<sup>3</sup>"

Online transactions through Shopee constitute a form of electronic agreement subject to the provisions of Article 1320 of the Civil Code concerning the requirements for valid agreements, and are regulated by Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE).<sup>4</sup> However, legal protection for consumers in e-commerce is often suboptimal, particularly in the context of dispute resolution.

## METHOD

The research method used is the normative juridical research method, namely a legal research approach that focuses on legal norms contained in laws and other legal materials, as well as analyzing the relationship between these norms. Based on the classification of types and analysis, this research is a qualitative research that seeks to explore and understand the meaning that comes from social or humanitarian problems, by asking questions, collecting specific data from participants, analyzing data inductively starting from specific themes to general themes, and interpreting the meaning of the data. This research was compiled using a

<sup>1</sup> Joshua Purba, Rohaini, Dewi Septiana, 'Penyelesaian Sengketa Online Marketplace Antara Penjual dan Pembeli Melalui Online Dispute Resolution', *Pactum Law Journal*, Vol 2 No. 1, Lampung: 2018, hlm 102

<sup>2</sup> Agus Santoso, and Dyah Pratiwi. "Tanggung Jawab Penyelenggara Sistem Elektronik Perbankan Dalam Kegiatan Transaksi Elektronik Pasca Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik." *Jurnal Legislasi Indonesia* Vol 5 No 4, 2018, hlm 82

<sup>3</sup> Nur Agus Susanto, 'Dimensi Aksiologis Dari Putusan Kasus "ST" Kajian Putusan Peninjauan Kembali Nomor 97 PK/Pid.Sus/2012', *Jurnal Yudisial* Vol. 7 No. 3 Desember 2014, hlm 26

<sup>4</sup> Edmon Makarim. *Kerangka Kebijakan dan Reformasi Hukum untuk Kelancaran Perdagangan Secara Elektronik (E-Commerce) di Indonesia*. *Jurnal Hukum dan Pembangunan* ke-44 No. 3, Juli-September 2014, hlm 65

qualitative approach method. This research uses two sources of research data, primary data and secondary data..

## RESULTS AND DISCUSSION

The implementation of consumer protection regulations in e-commerce in Indonesia has shown significant progress in line with the rapid development of this industry. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for protecting consumer rights in electronic transactions. Several key points of this law include consumer rights stipulated in Article 4.<sup>5</sup> This article states that consumers have the right to comfort, security, and safety when using goods and/or services (Article 4 letter a), the right to choose and obtain goods/services according to the promised exchange rate and conditions (Article 4 letter b), and the right to receive accurate, clear, and honest information regarding the condition and guarantees of goods and/or services (Article 4 letter c).<sup>6</sup>

This law also stipulates the obligation for businesses to provide accurate and complete information and to be responsible for any losses suffered by consumers as a result of using the goods or services they produce or sell. However, it appears that many consumers are still unaware of the Consumer Protection Law (UUPK) and do not fully understand their rights as consumers.<sup>7</sup> This law serves as a legal basis for protecting consumer rights, including in the context of electronic transactions.<sup>8</sup> There are consumer dispute resolution mechanisms that can be pursued through both non-litigation and litigation channels. Consumers have the right to file a complaint with the National Consumer Protection Agency (BPKN) or choose legal channels in accordance with the provisions stipulated in Article 45 of the Consumer Protection Law (UUPK).<sup>9</sup>

Electronic sales and purchase agreements on the Shopee Indonesia e-commerce platform are subject to the terms and conditions established by Shopee, the service provider. Here are some key points in a Shopee sales and purchase agreement:

- 1) Product Description: Shopee provides sellers with the opportunity to include complete product information, including specifications, dimensions, condition, and product photos.
- 2) Price and Payment Method: Product prices must be clearly displayed in accordance with the agreement between the seller and Shopee. Consumers can choose from a variety of payment methods, such as credit card, bank transfer, e-wallet, or cash on delivery (COD) in certain regions.
- 3) Order Confirmation: After a purchase is made, Shopee will send an order confirmation containing transaction details and payment information to the consumer.
- 4) Shipping: Shopee provides information regarding shipping options and shipping costs, while the seller is responsible for shipping the item according to the agreed terms.
- 5) Return and Warranty Policy: Shopee has a return policy for products received by the consumer. Warranty and return policies may vary depending on the product type and seller.

<sup>5</sup> Choiril Ilham, P., & Saputra, A. *Penerapan Perjanjian Jual Beli Online Berdasarkan KUHPERDATA Dan UU ITE*. UNES Law Review, Vol 6, No 1, 2023, hlm 1248-1260

<sup>6</sup> Suwandono, A., Suparto, S., Yuanitasari, D., & Kusmayanti, H. "Review Negatif Garansi Hangus dalam ECommerce Perspektif Hukum Perlindungan Konsumen." Al-Adl: Jurnal Hukum, vol. 16, no. 1, 2024, hlm 29

<sup>7</sup> Dahlia, "Peran BPSK Sebagai Lembaga Penyelesaian Sengketa Konsumen Dalam Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Jurnal Ilmu Hukum, Vol. 1, Jakarta: 2014, hlm 202

<sup>8</sup> Biondi, Glenn. "Analisis Yuridis Keabsahan Kesepakatan Melalui Surat Elektronik (E-mail) Berdasarkan Hukum Indonesia." Premise Law Journal Vol 1 No 9, 2016, hlm 102-103

<sup>9</sup> Dewi Noorensia Pranadita, *Tanggung Gugat Merchant, Penyedia Platform Belanja Online dan Jasa Kurir Dalam Transaksi E-Commerce Di Indonesia: Studi Kasus Lazada.co.id*, Fakultas Hukum Universitas Airlangga, Surabaya: 2018, hlm 71

- 6) Consumer Protection: Shopee is committed to protecting consumer rights and handling claims or disputes carefully and fairly.
- 7) Dispute Resolution: If a dispute arises between a seller and a buyer, Shopee provides a mediation process or dispute resolution mechanism to reach a mutually beneficial solution.

It is important for consumers and sellers to carefully read and understand the applicable Shopee sales and purchase agreement before making a transaction. By complying with these provisions, Shopee strives to create a safe, comfortable, and satisfying online shopping experience for all its users. The implementation of the online sales and purchase agreement on Shopee is also based on the provisions stipulated in the Electronic Transactions and Information Law (UU ITE) and the Civil Code (KUH Perdata), which serve as the legal basis for ensuring transparency and protection for all parties involved in electronic transactions. As an e-commerce platform, Shopee must comply with applicable legal provisions regarding online sales and purchase transactions, particularly those stipulated in the Electronic Transactions and Information Law (UU ITE) and the Civil Code (KUH Perdata).

Every transaction between a Seller and a Buyer is under Shopee's supervision and is the platform's responsibility. As the website manager and intermediary in transactions, Shopee also has an obligation to ensure the safety and comfort of each of its customers. Shopee's responsibility does not take the form of replacing physical goods, but rather Shopee's responsibility is reflected in the following matters:

- 1) Shopee is responsible for providing adequate reporting channels for consumers to submit their complaints. This is achieved through a 24-hour complaint service available through Shopee customer care at 150072 or via email at [cs@shopee.co.id](mailto:cs@shopee.co.id). Buyers can submit their complaints through the provided contact information, including valid evidence, so that Shopee can investigate and follow up on the issue.
- 2) Shopee is responsible for filtering and removing prohibited content appearing on its platform. During e-commerce transactions, advertisements containing negative content, such as pornography, sometimes appear, which can disrupt consumers' shopping experience. Therefore, Shopee is obligated to monitor and block inappropriate content. Furthermore, consumers have the right to report disruptive content to Shopee for prompt action.
- 3) Shopee is responsible for protecting consumers' personal data used in transactions on its platform. When shopping, consumers are required to provide complete and valid personal data, including when making payments using a credit card. To prevent data theft by irresponsible parties through account hacking, Shopee ensures the security of consumer information. One of the protection measures provided is the "3D Secure" feature, which collaborates with credit card service providers such as Visa, Mastercard, and PayPal. This feature is designed to increase transaction security and protect consumer credit card data.
- 4) Shopee is responsible for selecting sellers who wish to open a store on its platform. Every prospective seller is required to complete the registration form with true and accurate data. Furthermore, Shopee requires the upload of a photo of their ID card as proof of identity, to ensure that the seller is a real person and not a fictitious account. This step aims to increase security and trust in transactions on Shopee.
- 5) If a seller does not ship an item within the specified timeframe, Shopee will withhold the buyer's payment from the official Shopee account (a third-party account). The funds will then be returned to the buyer's ShopeePay or directly to the buyer's bank account within 24 hours. If payment was made by credit card, Shopee will refund the funds to the credit card limit and include them in the next billing statement. Furthermore, Shopee will take action against sellers with a bad reputation, including blocking their accounts if they are proven to have repeatedly engaged in actions detrimental to consumers.

- 6) If an item is defective or does not meet specifications, Shopee is not responsible for replacing the item directly. However, Shopee provides a "Resolution Center" feature as a means for consumers to file complaints and demand accountability from the Seller for items that do not meet the agreement. In this case, Shopee acts as a facilitator in finding solutions and making decisions regarding any breaches.
- 7) To ensure a smooth resolution process, both the Seller and Buyer are expected to provide proof of the transaction, such as photos of the item, purchase receipts, shipping receipts, and other supporting evidence. Shopee then acts as an intermediary in resolving the issue.
- 8) Shopee provides a Shopee Guarantee to protect every purchase made by a Buyer. This guarantee is valid for 7 days after the item is received. If a Buyer wishes to file a complaint regarding an item that does not meet specifications or submit a claim to the Seller for compensation, the claim must be submitted within the 7-day time limit. If the complaint is submitted after the guarantee period has passed, Shopee cannot process it. Therefore, Buyers are advised to always keep the invoice or electronic purchase receipt as proof of transaction so that it can be used if needed in the claim process.

Shopee's claims process for handling violations of online sales agreements is based on the principle of Utmost Good Faith. This principle plays a crucial role in online transactions, where consumers have the right to receive clear information regarding the products being sold, while sellers are obligated to provide honest and detailed descriptions of the goods, including compensation procedures in the event of a problem. The primary purpose of implementing this principle is to avoid misunderstandings between buyers and sellers and minimize the risk of fraudulent practices.<sup>10</sup> Article 1338 of the Civil Code stipulates that every agreement made in accordance with the law is binding on the parties and has the force of law. Such agreements cannot be canceled except by mutual agreement or for specific reasons stipulated in statutory regulations. Objectively, this principle requires that agreements be implemented with due regard for norms of propriety and morality, while subjectively, this principle relates to the good intentions of each party in carrying out the agreement.<sup>11</sup>

Several aspects to consider when filing a claim for breach of purchase agreement on the Shopee platform include: Requests for returns or refunds must comply with the terms and conditions set out in Shopee's return policy and applicable terms of service. Buyers have the right to request a return of purchased goods and/or a refund before the Shopee Guarantee period expires, in accordance with applicable terms of service. In e-commerce transactions, default can occur when the seller fails to fulfill their obligations as agreed.<sup>12</sup> In practice, the Shopee platform is only responsible for temporarily holding funds in escrow before releasing them to the seller or returning them to the buyer in the event of a dispute.<sup>13</sup> However, further resolution of defaults or personal data breaches is the direct responsibility of the buyer and seller. Liability arises when an obligation or performance is not properly fulfilled. In the context of freight transportation, the carrier is legally responsible for paying compensation for lost goods.<sup>14</sup>

<sup>10</sup> Arfian Setiantoro, *Urgensi Perlindungan Hukum Konsumen dan Penyelesaian Sengketa E-commerce di Era Masyarakat Ekonomi Asean*, Jurnal Rechtsvinding, Vol 4 No 2, 2018, hlm 39

<sup>11</sup> Ardwiansyah, Bayu, "Keabsahan Penggunaan Tanda Tangan Elektronik Sebagai Alat Bukti Menurut Undang – Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik." Jurnal Lex Privatum, Vol. V, No. 7, 2017, hlm 39-42

<sup>12</sup> Amara Mutiara Ramadani and Rizka Nurliyantika, "Tanda Tangan Elektronik Dalam Kontrak Bisnis Internasional." Jurnal Sol Justicia, Vol.5, No.1, 2022,hlm 12

<sup>13</sup> Anjani, Margaretha Rosa, Budi Santoso, 'Urgensi Rekonstruksi Hukum E-Commerce Di Indonesia', Jurnal Law Reform Vol. 14, Nomor 1, 2018, hlm 89-93

<sup>14</sup> Kasmi dan Adi Nurdian Candra, *Penerapan E-Commerce Berbasis Business to Consumers Untuk Meningkatkan Penjualan Produk Makanan Ringan Khas Pringsewu*, Jurnal Aktual STIE Trisna Negara, Vol. 15 No 2, Desember 2021, hlm 31

In an agreement, there must be an object that is part of the agreement, namely the goods being traded. The contract must clearly state the type and quantity of goods, and there must be no provision requiring the goods to be in the hands of the consumer at the time the agreement is made. In online transactions on Shopee, there are several types of products that are prohibited from being traded, such as animals and land, because such transactions require a notarial deed in accordance with applicable law.<sup>15</sup> According to Article 1337 of the Civil Code, an agreement is considered valid if its purpose does not conflict with the law, moral norms, or public order. In this case, the purchased goods are monitors, which do not violate existing regulations. When reviewed under Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE), there are provisions regarding liability in Electronic communications and transactions, especially for electronic system providers (which generally take the form of corporate legal entities), as regulated in Article 15 of the ITE Law. In electronic transactions, the applicable legal responsibility principle is strict liability.<sup>16</sup> In this context, Shopee as an online buying and selling service provider is fully responsible for the entire transaction process, from initial approval to delivery of goods. By using the Shopee platform, sellers have agreed to an irrevocable agreement regarding the terms and conditions that have been set. Provisions regarding contracts between sellers and platform providers have been regulated in Indonesian laws and regulations.<sup>17</sup> Article 48 Paragraph (3) of the Government Regulation on the Implementation of Electronic Systems and Transactions (PP PSTE) regulates various aspects that must be included in the agreement between sellers and platform providers, including the identity of the parties involved, specifications of goods and transactions, terms and conditions in electronic transactions, prices and fees charged, return procedures, product replacement mechanisms in the event of hidden defects, and dispute resolution options in electronic transactions.<sup>18</sup>

Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE Law) stipulates that businesses offering products through electronic systems must provide complete and accurate information regarding the terms of the contract, the manufacturer,<sup>19</sup> and the products offered. By implementing the principle of good faith and a transparent claims mechanism, Shopee strives to ensure that online buying and selling transactions are conducted fairly and protect consumer rights. Several aspects to consider when filing a claim for breach of purchase agreement on the Shopee platform include:<sup>20</sup> Requests for returns or refunds must comply with the terms and conditions stated in Shopee's return policy and applicable terms of service. Buyers have the right to submit a request for a return of purchased goods and/or a refund before the Shopee Guarantee period expires, in accordance with the applicable terms of service.

The Shopee Guarantee is a service provided by Shopee to assist users in resolving certain disputes that arise during the transaction process. Users can also communicate directly

<sup>15</sup> Hendy, 'Kendala dalam Menanggulangi Tindak Pidana Penipuan Transaksi Elektronik di Indonesia', Jurnal Wawasan Hukum Vol. 33, No. 2, 2025, hlm 93

<sup>16</sup> Agus Sardjono, *Prinsip-Prinsip Hukum Kontrak Dalam Cross Border Transaction: Antara Norma Dan Fakta*, Jurnal Hukum Bisnis: Vol. 27 No. 4 Tahun 2018, hlm 2

<sup>17</sup> M. E. Retno Kadarumki, "Dampak Implementasi GATT/WTO Terhadap Ekspor Impor Indonesia." *Jurnal Administrasi Bisnis*, Vol. 9, No. 1, 2023, hlm 9

<sup>18</sup> Tamara Mutiara Ramadani and Rizka Nurliyantika, "Tanda Tangan Elektronik Dalam Kontrak Bisnis Internasional." *Jurnal Sol Justicia*, Vol.5, No.1, 2022,hlm 17

<sup>19</sup> Yauris, Kevin, "Penggunaan Fungsi Hash dan Tanda Tangan Digital Dalam Transmisi Data." *Jurnal Kriptografi*, Vol. 2, No. 1, 2021, hlm 38

<sup>20</sup> Hassanal, Hetty, 'Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik', *Jurnal Wawasan Hukum* Vol. 32, No. 1, 2021, hlm 48

in private to find solutions to emerging differences or request assistance from authorities in resolving disputes, either before, during, or after using the Shopee Guarantee service. All provisions in the Refund and Return Policy apply to all sellers on Shopee Mall, as well as international sellers. Regulations regarding returns are a form of protection as stipulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 of the UUPK establishes consumer rights, including the right to obtain correct, clear, and honest information regarding the condition and guarantees of goods offered by businesses.

## CONCLUSION

Online sales and purchase agreements have a strong legal basis in Indonesia. This agreement is recognized as a valid contract because it is regulated in Article 1320 of the Civil Code concerning the valid conditions of an agreement (agreement, competence, specific object, lawful cause). It is strengthened by Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), specifically Article 18 paragraph (1) which states that electronic contracts bind the parties as conventional contracts. It is emphasized in Law Number 8 of 1999 concerning Consumer Protection (UUPK) which ensures that consumer rights are fulfilled in online transactions. The standard contract model in Shopee e-commerce, although practical and fast, creates the potential for an imbalance in the consumer's bargaining position. Consumers generally cannot negotiate clauses. Therefore, the principle of consumer protection is key to ensuring that agreements remain fair. UUPK contains consumer rights that must be respected, including the right to receive correct information, compensation, and fair dispute resolution.

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