

DYNAMICS AND CHALLENGES OF LEGAL PROTECTION IN DIGITAL BUSINESS TRANSACTIONS

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Abstract

The rapid development of information technology has transformed business transaction patterns in Indonesia through e-commerce, fintech, and digital banking. While providing efficiency and accessibility, this digitalization poses significant legal challenges, particularly regarding the regulation of electronic contracts and consumer protection. Electronic contracts are recognized as valid under the ITE Law and the Civil Code, but practices for proving party identity, the validity of digital signatures, and return and refund mechanisms still create legal uncertainty. For consumers, default in e-commerce transactions, information asymmetry, and low legal literacy are key obstacles, while oversight of digital business actors and law enforcement are suboptimal. Regulatory gaps, including those concerning the protection of personal data and cross-border transactions, further reinforce the need for legal improvements. This study uses a normative juridical method with a statutory and conceptual approach, examining the ITE Law, the Consumer Protection Law, the Government Regulation on Electronic Transactions (PPPSTE), and relevant legal literature to analyze these dynamics and challenges. The results of the study indicate the need to update legal norms, strengthen oversight, and improve public digital and legal literacy to create a fair, safe, trustworthy, and sustainable digital business ecosystem in Indonesia.

Keywords: *Electronic contracts, Consumer protection, E-commerce, Legal literacy, ITE Law*

I. INTRODUCTION

Developments in information and communication technology have fundamentally changed business transaction patterns in Indonesia. The emergence of e-commerce, financial technology (fintech), and digital banking has created a new economic ecosystem that offers efficiency, convenience, and broader accessibility to the public. Transactions previously conducted conventionally can now be completed online, from payment processing and fund transfers to stock trading and other digital-based services. This digitalization brings significant benefits, but also poses significant legal challenges. One of the main issues that has emerged is the regulation of electronic contracts in digital business transactions. Contracts born from online agreements have different characteristics from conventional contracts, especially because the parties do not meet face to face. Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and its amendments have recognized the validity of electronic contracts, but their implementation still leaves problems. Kadek Lilyani and I Nyoman Bagiastra emphasized that electronic contracts are in principle valid as long as they meet the requirements for valid agreements as stipulated in the Civil Code. However, practice in the field shows that there are still doubts about the validity of digital-based contracts, especially regarding the provision of evidence in the event of a dispute.¹ Similarly, research by Dyo Ganda Siadari and Ariel Alexander, which examined electronic contracts at Tokopedia, showed that return and refund mechanisms

¹ Kadek Lilyani and I Nyoman Bagiastra, "The Validity of Electronic Trading Contracts: The Perspective of the ITE Law," Kertha Negara: Journal of Legal Studies 9, no. 7 (2021): 545, <https://ojs.unud.ac.id/index.php/kerthanegara/article/view/72943?articlesBySameAuthorPage=4>.

often raise legal issues for consumers, thus demanding clearer regulations.² Furthermore, another important challenge concerns legal protection for consumers facing defaults in e-commerce transactions. In practice, cases often occur, such as late deliveries, items that don't match descriptions, and failed refunds. In their research, Syifa Roudhotul Aulia et al. showed that digital defaults often occur due to weak consumer legal literacy and complex complaint mechanisms. Legal protection for consumers is actually regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK), specifically Articles 19 to 26, which provide the right to compensation and guarantee certainty.³ Yuyut Prayuti et al. also emphasized that consumer legal protection in e-commerce transactions must be strengthened through litigation and non-litigation channels, such as the Consumer Dispute Resolution Agency (BPSK).⁴ However, Hidayati's research shows that implementation obstacles persist due to weak oversight and the lack of regulatory effectiveness in suppressing default practices by digital business actors.⁵ Thus, the dynamics of digital business development raise two crucial issues: first, how electronic contracts are regulated in digital business transactions under the ITE Law, and second, how consumers are legally protected in the face of default in e-commerce transactions in Indonesia. This study is crucial to conduct using a normative legal approach to analyze the existing legal framework and provide recommendations for improvements to achieve certainty and fairness in the digital business ecosystem.

II. RESEARCH METHODS

This research uses a normative juridical method, namely legal research based on literature studies by examining positive legal norms, legal principles, and relevant doctrines. The data used are primary legal materials, such as Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, and Law Number 8 of 1999 concerning Consumer Protection. In addition, secondary legal materials in the form of literature, books, and scientific journal articles are also analyzed to strengthen the study. The approaches used are the statute approach and the conceptual approach, to examine the dynamics of electronic contract regulations and legal protection for consumers in digital business transactions. The analysis is conducted descriptively and analytically by outlining applicable legal provisions, linking them to developing practices, and identifying challenges in their implementation.

III. DISCUSSION

1. Regulation of Electronic Contracts in Digital Business Transactions according to the ITE Law

In general, electronic agreements have the same legal force as conventional agreements, as long as they fulfill the valid elements of an agreement as regulated in the Civil Code and are strengthened through provisions in the Electronic Information and Transactions Law (UU ITE).⁶

An electronic contract is an agreement made through an electronic system without a physical meeting between the parties. According to Article 1320 of the Civil Code, the requirements for a valid agreement include:

1. Agreement of the parties: The parties must agree to make an agreement with a clear purpose.
2. Capacity of the parties: The parties must be legally competent to enter into an agreement.
3. Specific object: The contents of the agreement must be clear, real, and permitted by law.
4. Lawful cause: The purpose of the agreement must be lawful and not contrary to law, morality or public order.

² Dyo Ganda Siadari and Ariel Alexander, "Validity of Electronic Contracts in Buying and Selling Transactions on Tokopedia: A Study of Return and Refund Policies," *Syntax Literate; Indonesian Scientific Journal* 10, no. 4 (April 4, 2025): 3654, <https://doi.org/10.36418/syntax-literate.v10i4.57960>.

³ Syifa Roudhotul Aulia et al., "Legal Analysis of Breach of Contract in Digital Contracts: A Case Study of E-Commerce Transactions in Indonesia," *Jurnal Inovasi Global* 2, no. 12 (December 30, 2024): 2099, <https://doi.org/10.58344/jig.v2i12.240>.

⁴ Yuyut Prayuti, Elis Herlina, and Mia Rasmiaty, "Consumer Legal Protection in E-commerce Transactions in Indonesia," *Mimbar Justitia Law Journal* 10, no. 1 (June 28, 2024): 27, <https://doi.org/10.35194/jhmj.v10i1.4086>.

⁵ Hidayati, "Legal Protection for Parties Between Business Actors and E-Commerce Consumers Due to Breach of Promise (Banprestasi)," *Constitutum: Jurnal Ilmiah Hukum* 2, no. 1 (2023): 1, <https://doi.org/https://doi.org/10.37721/constitutum.v2i1.1331>.

⁶ Ni Luh Gede Mella Septiari and Ni Made Puspautari Ujjanti, "The Legal Force of Electronic Agreements from the Perspective of the Civil Code and the ITE Law," *Indonesian Journal of Law and Justice* 2, no. 4 (June 23, 2025): 8, <https://doi.org/10.47134/ijlj.v2i4.4320>.

These four conditions still apply to electronic contracts. The ITE Law, specifically Article 18 paragraph (1), expressly states that electronic agreements are valid and binding as long as they meet the requirements for a valid agreement as stipulated in the Civil Code. Therefore, digital contracts have the same legal force as traditional contracts. However, in practice, challenges arise regarding agreements made through "clicks" or digital approvals. According to research by Kadek Lilyani and I Nyoman Bagiastra, electronic contracts often raise doubts about the authenticity and certainty of the parties involved.⁷ This is reinforced by a study by Dyo Ganda Siadari and Ariel Alexander, which shows that electronic contracts on marketplace platforms such as Tokopedia often give rise to problems in the implementation of consumer rights, particularly regarding returns and refunds.⁸ Therefore, even though the ITE Law has provided a clear legal basis, its implementation still faces obstacles in terms of evidence and protection of the parties. From the perspective of the theory of legal positivism, positivism is the belief that historical facts are the primary object of knowledge, and science is a legitimate source of knowledge.⁹ The advent of positivism aimed to provide a more realistic perspective on various aspects of social life, particularly regarding the existence of law. The positive legal school emerged as a reaction to the weaknesses of natural law theory, which was considered too normative and idealistic.¹⁰

According to positivism, law is characteristically systematic, logical, rational, and procedural. It is also viewed as mechanistic, commanding and coercive for those subject to its jurisdiction. Thus, one implication of positivism is that law emphasizes normative certainty over substantive values of justice, sometimes alienating moral or ethical considerations.¹¹ In the context of electronic contracts, the legal basis is explicitly provided in the ITE Law, so from a positivist perspective, its validity is undeniable. However, positivism also emphasizes the importance of legal certainty. This is where the problem lies: the mechanisms for proving electronic contracts in practice are often unclear, for example regarding the validity of electronic signatures, the identities of the parties, and proof of digital transactions. As a result, there is a gap between the written law (the ITE Law) and the reality of digital business practices. The implication is that, even though electronic contracts are legally recognized, legal protection for the parties remains weak because positive law has not fully accommodated practical needs in the field. This indicates that the regulation of electronic contracts in Indonesia still needs to be strengthened, both through normative reforms, enhanced digital transaction security standards, and through judicial practices that adapt to electronic evidence.

2. Legal Protection for Consumers Facing Default in E-Commerce Transactions

The rapid growth of e-commerce in Indonesia has made online transactions easier for consumers. However, this convenience also carries the risk of default, such as late delivery, non-conforming products, and failed refunds. Therefore, legal protection for consumers is crucial. Consumer protection in Indonesia is regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 19 of the UUPK stipulates that business actors are responsible for providing compensation if the product or service received by the consumer does not comply with the agreement. This protection can take the form of a refund, replacement of the product, or medical treatment in certain cases. Furthermore, Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems (PP PSTE) also provides a legal basis for electronic transactions, including e-commerce.

E-commerce in Indonesia has experienced significant growth since 1999, but growth was slow due to a lack of public trust in online transactions due to concerns about fraud and insecurity. However, in recent years, e-commerce has seen rapid growth thanks to widespread internet penetration and smartphone use. People are increasingly accustomed to online shopping thanks to the convenience and flexible payment options. For businesses, e-commerce offers vast opportunities to market their products

⁷ Lilyani and Bagiastra, "The Validity of Electronic Trading Contracts: The Perspective of the ITE Law."

⁸ Siadari and Alexander, "Validity of Electronic Contracts in Buying and Selling Transactions on Tokopedia: A Study of Return and Refund Policies."

⁹ Angela Artha Tyara Ananda, "Legal Positivism Theory," *Multidisciplinary Scientific Research Journal* 8, no. 11 (2024): 70, <https://sejurnal.com/pub/index.php/jpim/article/view/5130>.

¹⁰ Ega Ferdiansyah et al., "The Influence of Positivism Philosophical Thought on Legal System Reform in Indonesia," *Praxis: Journal of Applied Philosophy* 1, no. 01 (January 31, 2023): 13, <https://journal.forikami.com/index.php/praxis/article/view/133>.

¹¹ Ferdiansyah et al., 13.

without geographical limitations.¹² Although the legal framework is in place, its implementation still faces various challenges. Research by Syifa Roudhotul Aulia et al. revealed that digital defaults frequently occur due to low consumer legal literacy and complex dispute resolution mechanisms.¹³ This is reinforced by research by Yuyut Prayuti et al., who added that consumer protection should be carried out through litigation and non-litigation channels, including through the Consumer Dispute Resolution Agency (BPSK).¹⁴ However, Hidayati noted that the main obstacle lies in weak oversight of digital business actors and unclear regulations regarding the responsibilities of marketplace platforms.¹⁵ This shows that even though the legal framework is in place, its effectiveness is still limited without the support of stronger derivative regulations and oversight mechanisms. E-commerce transactions offer convenience, but they also carry risks of default, such as late delivery, non-conforming products, and failed refunds. Within the context of Indonesian positive law, consumer protection is guaranteed by Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 19 of the UUPK stipulates that business actors are responsible for providing compensation if the product or service received by the consumer does not comply with the agreement. This protection can take the form of a refund, replacement of the product, or in certain cases, medical treatment.

Research by Syifa Roudhotul Aulia et al. revealed that digital defaults are still common due to low consumer legal literacy and complex dispute resolution mechanisms.¹⁶ Yuyut Prayuti et al. added that consumer protection should be achieved through both litigation and non-litigation channels, including through the Consumer Dispute Resolution Agency (BPSK).¹⁷ However, Hidayati noted that the main obstacle lies in weak oversight of digital business actors and unclear regulations regarding the responsibilities of marketplace platforms.¹⁸ This shows that even though the legal framework is in place, its effectiveness is still limited without the support of stronger derivative regulations and oversight mechanisms. Buying and selling transactions, even though they are conducted online, are still recognized as accountable electronic transactions based on the ITE Law and the PP PSTE. The Electronic Contract itself is according to Article 48 paragraph (3) of the PP PSTE. The advantages or benefits of online buying and selling are that information on the products being sold can be obtained in detail compared to conventional trade. In addition, buyers do not need to bother coming to many locations to find the desired product. Likewise, sellers can market their products widely, so that profits can be greater. The disadvantage of online buying and selling is that buyers do not see the goods they are buying directly, which can result in problems that are detrimental to them when the product received turns out not to be in accordance with the offer.¹⁹ Legal positivism views law as regulations established by the state and emphasizes legal certainty, without considering moral aspects or substantial justice.²⁰ The advantages of this approach include providing legal certainty, maintaining consistent enforcement, and strengthening legitimacy through a democratic legislative process. However, this approach tends to be less responsive

¹² Firyaal Shabrina Izazi et al., "Legal Protection for Consumers in E-Commerce Transactions Through Law Number 8 of 1999 Concerning Consumer Protection and Government Regulation (PP) Number 80 of 2019 Concerning Trading Through Electronic Systems," *Leuser: Jurnal Hukum Nusantara* 1, no. 2 (2024): 13, <https://journal.myrepublikcorp.com/index.php/leuser/article/view/73>.

¹³ Aulia et al., "Legal Analysis of Default in Digital Contracts: A Case Study of E-Commerce Transactions in Indonesia."

¹⁴ Prayuti, Herlina, and Rasmiaty, "Consumer Legal Protection in E-commerce Trading Transactions in Indonesia."

¹⁵ Hidayati, "Legal Protection for Parties Between Business Actors and E-Commerce Consumers Due to Breach of Promise (Banprestasi)," *Constitutum: Jurnal Ilmiah Hukum* 2, no. 1 (2023): 1, <https://doi.org/https://doi.org/10.37721/constitutum.v2i1.1331>.

¹⁶ Aulia et al., "Legal Analysis of Default in Digital Contracts: A Case Study of E-Commerce Transactions in Indonesia."

¹⁷ Yuyut Prayuti et al., "The Effectiveness of Mediation and Arbitration in Resolving Health Consumer Disputes," *Syntax Idea* 6, no. 3 (2024): 1533–44.

¹⁸ Hidayati, "Legal Protection for Parties Between Business Actors and E-Commerce Consumers Due to Breach of Promise (Banprestasi)."

¹⁹ Saprida Saprida, Zuul Fitriani Umari, and Choiriyah Choiriyah, "SOCIALIZATION OF ONLINE BUYING AND SELLING SYSTEM TOWARDS MOTHERS TEACHING STUDY STUDENTS ON JL. AKBP H. UMAR, KEMUNING DISTRICT, PALEMBANG," *SELAPARANG: Journal of Progressive Community Service* 7, no. 3 (November 18, 2023): 2230, <https://doi.org/10.31764/jpmb.v7i3.20057>.

²⁰ Annisa Dwi Nur Rachmah Annisa et al., "Positivism and Its Implications for Science and Law Enforcement," *Das Sollen: Journal of Contemporary Law and Society Studies* 2, no. 01 (2024): 18.

to social dynamics, moral values, and the in-depth protection of human rights.²¹ In Indonesia, positive law has established a clear and structured legal framework, but it still faces challenges in responding to changing social values and societal needs. Therefore, striking a balance between legal certainty and substantive justice remains a key challenge.²² In the context of e-commerce transactions, the ITE Law and the Consumer Protection Law provide legal certainty for consumers. However, challenges arise when the implementation of these laws does not align with digital business practices. Proof mechanisms for electronic transactions, such as the validity of digital signatures and the identities of the parties, are often unclear, creating legal uncertainty. Therefore, even though the legal basis is in place, its implementation still faces obstacles in terms of proof and consumer protection.

3. Dynamics and Challenges of Legal Protection in Digital Transactions

The dynamics and challenges of legal protection in digital transactions in Indonesia encompass several important aspects that require serious attention. Although the Electronic Information and Transactions Law (UU ITE) and the Consumer Protection Law (UUPK) provide a strong legal basis, their implementation still faces various obstacles.

a. Aspects of Electronic Contract Proof

One of the main challenges is verification in electronic contracts. The mechanisms for verifying the identity of parties and the validity of digital signatures are often unclear, creating legal uncertainty. A lack of technical standards and a lack of legal awareness among consumers and businesses further exacerbate the situation.

The Consumer Protection Law, originally designed for physical transactions, does not fully accommodate the unique characteristics of digital products, such as ownership, long-term access, and user rights to digital content. This legal loophole allows service providers to limit or even remove access to digital products purchased by consumers. Furthermore, standard clauses in electronic contracts, unilaterally drafted by business actors, further weaken the consumer's position.²³

Therefore, addressing these challenges requires collective efforts, including monitoring legal developments, improving public digital literacy, and strengthening the role of supervisory and law enforcement agencies. Good digital literacy will help consumers understand their rights and control online transactions. The government, businesses, and consumers need to collaborate to create a healthy, sustainable, and legally certain digital economic ecosystem.

b. Information Asymmetry and Consumer Legal Literacy

Consumers are often at a disadvantage due to information asymmetry. A lack of understanding of their rights and dispute resolution mechanisms makes them vulnerable to detrimental business practices. Research by Syifa Roudhotul Aulia et al. shows that low consumer legal literacy is a major factor in the emergence of digital defaults. Legal education and literacy are key to increasing consumer awareness and strengthening their bargaining position. A good understanding of consumer rights also facilitates dispute resolution in online transactions. Thus, legal literacy and digital education are essential foundations for consumer protection in the digital economy era.²⁴

c. Limitations of Supervision and Law Enforcement

Oversight of digital businesses and marketplace platforms remains weak. The Consumer Dispute Resolution Agency (BPSK) and the National Consumer Protection Agency (BPKN) play a crucial role, but their access and effectiveness are limited, particularly in remote areas. Furthermore, high levels of cybercrime, including personal data theft and fraud, add to the complexity of oversight. Unsupervised business practices provide opportunities for unscrupulous businesses to commit

²¹ Andi Putra Sagita and Aziz Alfa, "THE EXISTENCE OF THE LEGAL POSITIVISM SCHOOL," *Prestigious Law Brilliance* 6, no. 3 (2024): 176.

²² Sagita and Alfa, 176.

²³ Frida Nurrahma Masturi et al., "Challenges and the Role of Consumer Protection Law in the Digital Economy Era," *Soedirman Law Review* 7, no. 1 (February 13, 2025): 18, <https://doi.org/10.20884/1.slr.2025.7.1.16095>.

²⁴ Masturi et al., 3.

violations without strict sanctions, which in turn can undermine consumer confidence in the existing protection system.²⁵

d. Regulatory and Implementation Gap

Existing regulations do not fully accommodate the dynamics of digital transactions, including cross-border transactions and personal data protection. The ITE Law and the Consumer Protection Law need to be updated to be more responsive to technological developments and societal needs. Comparisons with countries such as China and Japan demonstrate that Indonesia needs to strengthen regulations and law enforcement to create a safe, fair, and sustainable digital ecosystem. The main challenge for consumer protection in the digital economy era is the gap between technological developments and the ability of legal regulations to keep pace. If not addressed, this gap will create the risk of legal uncertainty and reduced consumer trust in digital transactions.²⁶

Thus, although Indonesian positive law has accommodated digital transactions through the ITE Law and the Consumer Protection Law, existing dynamics and challenges demonstrate the need for regulatory refinement, strengthening oversight mechanisms, and increasing public digital literacy. Collective efforts from the government, businesses, and consumers are essential to creating a fair, safe, trustworthy, and sustainable digital business ecosystem.

IV. CONCLUSION

The dynamics and challenges of legal protection in digital business transactions in Indonesia indicate that although the ITE Law, the Consumer Protection Law, and the PP PSTE have provided a clear legal basis for electronic contracts and consumer protection, their implementation still faces significant obstacles. These challenges include proving the identity of parties and the validity of digital signatures, default in e-commerce transactions, information asymmetry, limited oversight of digital business actors, and regulatory gaps related to cross-border transactions and personal data protection. This indicates a gap between written law and practice, resulting in suboptimal legal protection for consumers and legal certainty for digital business actors. To address these challenges, regulatory improvements and legal updates are needed, oversight and enforcement mechanisms strengthened, and digital and legal literacy improved. The government, businesses, and consumers need to actively collaborate to create a fair, safe, trustworthy, and sustainable digital business ecosystem, ensuring legal certainty, consumer protection, and the sustainability of Indonesia's digital economy.

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²⁵ Resika Triani Putri et al., "Legal Evaluation and Challenges of Consumer Protection Rights in Indonesia: Reflections on the Past, Present and Future," *JPNM Jurnal Pustaka Nusantara Multidisciplinary* 3, no. 1 (December 13, 2024): 5, <https://doi.org/10.59945/jpnm.v3i1.222>.

²⁶ Irsan Rahman et al., "Consumer Protection Law in the E-Commerce Era: Navigating Consumer Protection Challenges in the Digital Trading Environment," *Jurnal Hukum dan HAM Wara Sains* 2, no. 08 (31 August 2023): 683–91, <https://doi.org/10.58812/jhhws.v2i08.605>.

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