

LIABILITY OF *SHOPEE E-COMMERCE* PLATFORM ACTORS FOR DAMAGE TO GOODS RECEIVED BY BUYERS IN THE PERSPECTIVE OF THE CONSUMER PROTECTION LAW AND THE ITE LAW

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.Abstract

*This study aims to analyze the legal provisions regarding the responsibilities of the Shopee e-commerce platform in electronic transactions based on the Consumer Protection Law and the Electronic Information and Transactions (ITE) Law, and to identify the forms of liability in the event of damaged goods received by consumers, along with any obstacles that hinder their resolution. This study uses a normative juridical research method. The results indicate that e-commerce platforms are both service providers and Electronic System Providers (ESOs). The legal provisions in this study address the responsibilities of Shopee e-commerce platform operators in Indonesia, based on the Consumer Protection Law (UUPK) as the *lex generalis*, the Information and Electronic Transactions Law (ITE) and Government Regulation No. 80 of 2019 concerning E-Commerce (PMSE) as the *lex specialis*. The implementation of these responsibilities in practice still faces various obstacles influenced by several frequently emerging barriers. Therefore, the effectiveness of digital consumer protection depends on strengthened regulatory oversight and internal systems of platform operators that support the values of fairness and transparency.*

Keywords: *E-commerce, Consumer Protection, Legal Liability, ITE Law, Electronic Transactions.*

I. INTRODUCTION

The development of information and communication technology in Indonesia has brought a significant transformation to trade practices, where buying and selling transactions are now mostly carried out through online or electronic media (*E-commerce*).¹ One of the e-commerce platforms that is commonly used by the public in general is *Shopee*. On the *Shopee* Platform, there are many conveniences that can be accessed by many people, one of which is the transaction of buying and selling necessities that can be found with various types of models

¹ Abdul Halim Barkatullah, *Electronic Transaction Law in Indonesia* (Bandung: Nusa Media, 2019), pp. 1–3.

and others.² In addition, the Shopee Platform is also facilitated in making transactions. This is because it makes it easier and more efficient for users of the Shopee Platform, both sellers and buyers.³

This transaction model allows consumers to purchase goods without face-to-face contact with the seller, and the goods are shipped via a delivery service.⁴ However, this comfort and efficiency are not spared from the risk that one of the problems that often arises is the damage of the goods when received by the buyer.⁵ Cases of damage to goods in *E-commerce transactions* can occur due to various reasons such as defects during production, packaging errors, damage during the delivery process, mismatches between the description on the platform and the physical goods, and so on. As a result, consumers can be harmed both materially and immaterially (time, trust, other losses).⁶

From a legal point of view, regulations in Indonesia provide a basis for consumer protection against such losses. Especially through Law Number 8 of 1999 concerning Consumer Protection (UUPK), where Article 19 stipulates that business actors are responsible for providing compensation for damage, pollution, or consumer losses due to goods or services traded. However, in the practice of *E-commerce* there are various challenges: first, because transactions are carried out electronically and without face-to-face meetings, the identities of the seller, the delivery party (expedition), and the intermediary/platform can be intertwined, making it difficult to determine who is most responsible in the event of damage. Special regulations that expressly regulate the responsibility of e-commerce service providers or intermediaries for damage to goods are not always specific, so the implementation of consumer protection still faces legal loopholes and obstacles to implementation.

The development of information and communication technology has prompted a change in trade transaction patterns from conventional systems to electronic commerce (e-commerce). The presence of marketplace platforms such as Shopee makes it easier for people to buy and sell quickly, practically, and efficiently without being limited by space and time. Through the

² Celina Tri Siwi Kristiyanti, *Consumer Protection Law* (Jakarta: Sinar Grafika, 2022), p. 145.

³ Edmon Makarim, *Introduction to Telematics Law* (Jakarta: Rajawali Press, 2020), pp. 98–100.

⁴ Ridwan Khairandy, *Indonesian Contract Law in Comparative Perspective* (Yogyakarta: FH UII Press, 2018), p. 287.

⁵ Gunawan Widjaja and Ahmad Yani, *Law on Consumer Protection* (Jakarta: Gramedia Pustaka Utama, 2003), p. 45.

⁶ Ahmadi Miru and Sutarman Yodo, *Consumer Protection Law* (Jakarta: Rajawali Press, 2019), pp. 38–40.

electronic transaction system, consumers can buy various needs only through digital applications with the support of integrated payment and delivery services. However, behind this convenience, electronic transactions also cause various legal problems, one of which is the damage to goods received by buyers after the delivery process is carried out.

Damage to goods in e-commerce transactions is a problem that consumers experience quite often. The goods received are sometimes not in accordance with the description, defective, damaged due to improper packaging, or damaged during the distribution process by the expedition service. This condition causes losses for consumers because the purchased goods cannot be used as they should. In the practice of electronic transactions, consumers are in a weaker position than business actors and digital platforms due to limitations in inspecting goods directly before transactions are made. Therefore, there is a need for legal certainty regarding the party responsible for the damage to goods received by consumers.⁷

As a trade organizer through electronic systems, Shopee has an important role in ensuring the security and convenience of transactions between sellers and buyers. The platform's form of responsibility can be realized through the provision of complaint submission features, refunds, replacement of goods, and mediation services between sellers and buyers. In addition, Shopee also provides the "Shopee Warranty" feature⁸ which aims to provide protection to consumers by withholding payment funds until the goods are received according to the order. However, in practice, various obstacles are still found, such as the slow process of verifying complaints, refusal to submit refunds, and unclear division of responsibilities between sellers, expeditions, and marketplace platforms.

Legal protection for consumers in electronic transactions in Indonesia is regulated in Law Number 8 of 1999 concerning Consumer Protection which gives consumers the right to obtain comfort, security, safety, and compensation for goods or services received in inappropriate circumstances. In this provision, business actors are obliged to be responsible for providing compensation or replacement if the goods received by consumers are damaged or not in accordance with the agreement. In addition, electronic transactions are also regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016 concerning Amendments to the ITE Law which emphasizes that electronic

⁷ Shidarta, *Indonesian Consumer Protection Law* (Jakarta: Grasindo, 2006), p. 76.

⁸ <https://shopee.co.id/>

system operators are obliged to maintain a reliable, secure, and responsible system for the implementation of electronic transactions.⁹

In the implementation of transactions on the Shopee platform, the compensation mechanism is usually carried out through the submission of complaints by consumers on the resolution center feature. Consumers can apply for a refund of goods or funds if the goods received are damaged, defective, or not in accordance with the order. Furthermore, Shopee will verify the evidence submitted by consumers and sellers before making a dispute resolution decision. In some cases, settlement can be done through a replacement of goods, a partial or full refund, or mediation between the parties. However, this mechanism does not always work effectively because there are often differences of opinion regarding the cause of damage to goods, lack of supporting evidence, and delays in handling complaints.

In addition, there are various legal and practical obstacles in the implementation of e-commerce platform liability for damage to goods. One of the main obstacles is the lack of regulations that expressly limit the responsibility between the marketplace, sellers, and expedition services when there is damage to goods in the delivery process. Marketplaces often position themselves as mere intermediaries for transactions, while consumers consider the platform to be partly responsible for providing an electronic commerce system. In addition, the low understanding of consumers about their rights, the difficulty of proving damage to goods, and the existence of standard clauses that tend to limit the liability of business actors are also obstacles in obtaining maximum legal protection.

II. LITERATURE REVIEW

E-Commerce Concept

E-commerce is the process of buying and selling goods or services through an electronic system such as the internet. In practice, e-commerce involves several main actors such as **sellers (merchants), buyers (consumers), and platform providers (e-commerce providers)**. The platform plays the role of a transaction facilitator, but in the development of the marketplace business model, the platform provider also has important functions in terms of transaction security, seller validation, payment system, and logistics. E-commerce in Indonesia is growing

⁹ Indonesia, Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016, Article 15 paragraph (1).

rapidly along with the increase in internet users, so the potential for disputes between sellers, buyers, and platform providers is getting greater, especially regarding **goods that do not match descriptions or damaged goods when received by buyers**. In the legal context, e-commerce is not only understood as a transaction technology, but also as a legal relationship between the parties that gives rise to rights and obligations regulated by laws and regulations. E-commerce service providers provide digital means that allow sellers to market products and buyers to make purchases, but their existence often raises debates about the limits of legal liability. E-commerce also includes the ordering process, payment, transaction confirmation, delivery of goods, and dispute resolution, all of which have the potential to pose legal risks.

One of the main risks in e-commerce transactions is the damage to the goods received by the buyer, which can occur as a result of the packaging, shipping, or product specification errors. In many cases, it is difficult for buyers to determine who should be responsible for the damage to the goods, whether it is the seller, the platform provider, or the logistics company.

Legal Liability Concept

Legal liability is the obligation of the legal subject to bear the consequences of his actions or omissions that cause harm to other parties. Types of legal liability:

- 1. Liability based on default (contractual liability).** It occurs when business actors do not fulfill their obligations as promised.
- 2. Liability based on unlawful acts (tort liability)** occurs when there is a loss due to actions that violate legal norms.
- 3. Strict liability.** Liability without having to prove fault (limited to certain cases in consumer protection).

Consumer Protection Concept

According to Article 1 number 2 of Law No. 8 of 1999 concerning Consumer Protection (UUPK), a consumer is every user of goods/services available in society, whether for the benefit of themselves, their families, or other parties. Consumer Rights (UUPK) is regulated in Article 4, including:

- 1. The right to comfort, security and safety**
- 2. The right to true and honest information**

3. Right to choose goods/services
4. Right to compensation/compensation

Concept of Electronic Transactions and Electronic System Law (ITE Law)

Electronic transactions are legal acts carried out using electronic systems. Electronic System Operators (PSEs) include e-commerce platforms (Tokopedia, Shopee, Lazada, etc.) The obligations of the PSE (ITE Law Article 15 & PP 71/2019¹⁰), include:

1. Guarantee system reliability
2. Protect users' personal data
3. Responsible for losses due to system failure
4. Provide a complaint service feature

Previous research

1. Cakra Aditya Widiyantoro (2025). Online Shop Business Actors' Responsibility to Consumers for Damage to Goods Received through the Shopee Application¹¹

This study aims to analyze the responsibility of online business actors for damage to goods received by consumers through the Shopee application, as well as examine the forms of legal protection available to consumers in the context of online transactions. As stipulated in Article 19 of the UUPK which requires the provision of compensation in the form of refund, replacement of goods, or other appropriate compensation within a period of seven days from the transaction. In addition, the Shopee platform itself implements the Shopee warranty system as an additional form of protection for consumers. However, various obstacles are still found in the implementation of these responsibilities, including consumers' ignorance of claim procedures, limited response from business actors, and lack of effective law enforcement against business actors who break their promises. This study also found that the form of legal protection for consumers still has gaps, especially in dispute resolution mechanisms that are efficient and easily accessible to the general public. Institutions such as BPSK and LPKSM have an important role in bridging consumer rights.

¹⁰ (ITE Law Article 15 & PP 71/2019)

¹¹ Cakra Aditya Widiyantoro (2025). *Online Shop Business Actors' Responsibility to Consumers for Damage to Goods Received through the Shopee Application*

2. Novita (2022). Juridical Analysis of Legal Protection for Harmed Consumers in E-Commerce Transactions on the Shopee Online Shopping Site¹²

Although the government and Shopee have provided guarantees regarding consumer rights in the Law, the fact is that there are still many consumers whose rights are often set aside by business actors so that consumers feel disadvantaged when transacting at Shopee. The problem is how to protect consumers whose rights are greatly harmed when transacting at Shopee, the responsibility of Shopee to consumers who suffer losses when transacting at Shopee. The law in Indonesia has provided protection for consumers with the issuance of Law Number 8 of 1999 concerning Consumer Protection, and Shopee provides responsibility to consumers who are harmed by providing complaint services to customer help shopee, consumers can file all forms of complaints about products, business actors, and delivery services, consumers will also get reimbursement or products, as well as identity and data protection to avoid irresponsible parties.

III. RESEARCH METHODS

Types of Research

This research is a normative juridical legal research or called research that integrates legal elements with a normative approach to examine the liability of e-commerce platforms for the damage of goods received by buyers in the perspective of consumer protection laws and its laws. With a statute approach.

Research Approach

This study applies a qualitative approach with a normative juridical type of research. This approach is used because this research does not only focus on normative studies of laws and regulations that regulate the liability of e-commerce platforms for damage to goods received by buyers.

Statute Approach

This approach is used to examine various legal provisions that regulate bullying such

¹² Novita (2022). *Juridical Analysis of Legal Protection for Harmed Consumers in E-Commerce Transactions on the Shopee Online Shopping Site*

as the Child Protection Law, the Criminal Code (KUHP), the Electronic Information and Transaction Law (ITE), and regulations in the field of education. This approach aims to understand the legal basis for bullying law enforcement.

Source of Legal Materials

Primary Legal Material

1. Law No. 8 of 1999 concerning Consumer Protection
 2. Law No. 11 of 2008 jo. Law No. 19 of 2016 concerning ITE
 3. PP 80/2019 on Trade Through Electronic Systems
- i. Court rulings related to e-commerce disputes

Secondary Legal Materials

1. Books, journals, consumer protection and cyber law expert literature
2. Tertiary Legal Materials
3. Dictionaries, encyclopedias, supporting articles

IV. RESEARCH RESULTS

Legal Regulation of *Shopee E-Commerce Platform Liability* in Electronic Transactions

The existence of *the Shopee E-commerce platform* in the digital ecosystem has given rise to a new legal construction related to the relationship between platform providers, sellers (merchants), and buyers (consumers). In Indonesia's positive law, the accountability of *the Shopee e-commerce* platform is not regulated in a single regulation, but is a wedge between the Consumer Protection Law (UUPK) and the Electronic Information and Transaction Law (UU ITE), along with their derivative regulations.

Review Based on Law No. 8 of 1999 concerning Consumer Protection (UUPK)

Fundamentally, the UUPK was born before the era of digital disruption, so this regulation uses a conventional transaction paradigm. However, the principles in it still apply as *lex generalis* in electronic transactions.

- **Platform Status as a Business Actor:** In Article 1 number 3 of the UUPK, "Business Actor" is broadly defined to include any person or business entity that conducts business

activities. *The E-commerce platform* is positioned as a business actor providing advertising space services/transaction facilitators.

- **Principle of Product Liability:** Based on Article 19 of the UUPK, business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers due to consuming goods and/or services produced or traded.

Limited Liability: In practice, *E-commerce* platforms' marketplace (User-Generated Content) models often state that they act only as intermediaries, not as parties that produce or sell goods directly. Therefore, absolute liability for defects in goods is generally imposed on the merchant, unless it can be proven that the loss was caused by the system or the platform's negligence (for example, a payment system failure or misleading advertising by the platform's algorithmic system).

Review Based on Law No. 11 of 2008 jo. Law No. 19 Year 2016 jo. Law No. 1 of 2024 concerning ITE

The ITE Law views *E-commerce platforms* from the perspective of technology and system reliability. The platform is categorized as **an Electronic System Operator (PSE)**.

- **Reliable Implementation Obligation (Article 15 of the ITE Law):** This article requires each PSE to operate its electronic system reliably, safely, and responsibly for the proper operation of the electronic system. If consumer losses result from data leaks, server failures, or the platform's cybersecurity negligence, the platform must be held legally liable.
- **Safe Harbor Doctrine:** Cyber law in Indonesia adopts the principle of *Safe Harbor Policy* (as affirmed in the Circular Letter of the Minister of Communication and Information No. 5 of 2016). This principle provides protection or exclusion from legal liability for platform providers for illegal content or goods uploaded by merchants, provided that the platform is responsive to takedown (content removal/store blocking) if there is a notice-and-takedown *mechanism*. If the platform allows violations after receiving a report, then this immunity is lost, and the platform can be held accountable.

Liaison Regulation: Government Regulation No. 80 of 2019 concerning PMSE

To synchronize the UUPK and the ITE Law, the government issued Government Regulation No. 80/2019 on Trade Through Electronic Systems (PMSE). This regulation specifically stipulates that:

- E-commerce *platforms* (as PMSE Operators) **are obliged** to protect consumer rights in accordance with laws and regulations.
- The Platform is required to provide an easily accessible **consumer complaint service** to resolve disputes between buyers and sellers.
- Platforms are obliged to prioritize the peaceful resolution of disputes (mediation) facilitated by their internal systems.

Shopee E-Commerce Platform Accountability: If Goods Received by Buyers Are Damaged

In determining the form of liability when consumers receive damaged goods, the law distinguishes among the roles and business models of E-commerce platforms. In general, platforms in Indonesia operate with a *marketplace* model (as an intermediary/facilitator) and a retail model (acting as a direct seller). This difference in roles gives birth to different forms of legal responsibility.

The Main Responsibility Lies with the Merchant

Under Article 19 of the Consumer Protection Law (UUPK), the absolute responsibility for damage, defects, or non-conformity of goods lies with the party that produces or trades in the goods, namely the seller (*merchant*). The seller's liability form can be in the form of refunds, replacement of similar items, or health care (if the product is physically harmful).

Form of Accountability for Shopee E-Commerce Platform (as a Facilitator/Intermediary)

Although *E-commerce* platforms often take refuge behind Standard Clauses (*Terms and Conditions*) that state they are exempt from responsibility for the quality of goods, regulations (in particular Government Regulation No. 80 of 2019 concerning PMSE) still require platforms to assume responsibilities in the following forms:

- **Provision of Dispute Resolution Feature (Mediation Facilitator):** The platform is required to provide complaint services or a *Resolution Center*. The platform's form of accountability here is to mediate disputes between buyers and sellers objectively, as well as ensure communication runs until an agreement is reached.
- **Escrow Account:** The platform is responsible for securing consumers' money. The

payment funds will not be forwarded to the seller until the buyer confirms that the goods have been received properly and are not damaged. If the goods are damaged, the platform is responsible for facilitating refunds to the buyer after the investigation process is completed.

- **Logistics and Insurance Claims Facilitator:** If damage to goods occurs during the delivery process (due to the negligence of the expedition), then the platform is responsible as a facilitator who helps consumers submit claims for compensation or shipping insurance to logistics companies integrated in the platform's system.

Strict Liability Form of Platform

There are exceptional conditions in which the *e-commerce platform* can no longer release its responsibility to the seller, and must be fully responsible for compensating for the damage to the damaged goods, namely:

Platform Acts as a Direct Seller: If the damaged goods are purchased directly from the platform's own official store (retailer model), the platform is in the same position as the Business Actor under Article 19 of the UUPK and is obliged to compensate in full.

- **Damage Due to *Fulfillment Service*:** If the seller deposits his goods in the platform's warehouse (for example, the "Served by Tokopedia" or "Shopee Mall Fulfillment" service), and the damage is proven to have occurred due to negligence in warehouse operations or the packing process by the platform, then the platform is obliged to bear the loss.
- **System Error (Algorithm Malfunction):** If the platform system experiences an error (e.g. the system automatically prints the wrong shipping label or forcibly completes the order before the goods arrive), the platform is responsible for the losses incurred due to the failure of the Electronic System Implementation.

Obstacles and Factors Affecting the Implementation of *E-Commerce Platform Responsibilities*

The implementation of responsibilities by *e-commerce platforms* often does not run smoothly even though regulations are in place. The effectiveness of consumer loss settlement is influenced by the following variables:

Juridical and Regulatory Constraints

- **Exonerative Standard Clauses:** Many platforms include "usage agreements" that contain a unilateral transfer of liability (exoneration) clauses. Although Article 18 of the UUPK prohibits the inclusion of clauses that exempt business actors from liability, in practice, consumers are often in a weak bargaining position and are forced to agree to these terms.
- **Unclear Boundaries of Liability:** There is still an overlap in interpretation between the platform as an "intermediary service provider" (*Safe Harbor* immunity) and its obligations as a "business actor". This uncertainty is often used by platforms to escape material responsibility for the bad behavior of merchants.

Technical and Operational Constraints

- **Complicated Evidence Verification:** Settlement of losses is often hampered by evidentiary issues. Consumers often fail to provide *unboxing videos* or other compelling evidence required by the platform's system. Without valid visual evidence as per the platform's algorithm standards, the compensation claim process is usually automatically rejected by the system.
- **Anonymous/Fictitious Seller Identities:** The large number of rogue sellers using fake identities or "single-use" stores makes it difficult for platforms to take action or re-assign responsibility to sellers after the funds have been forwarded.

Law Enforcement Factors and Community Culture

- **Low Consumer Legal Awareness:** A sociological factor where many consumers are reluctant to prolong the problem of small *claims* because they consider the complaint process to be a waste of time and cost (information asymmetry).
- **Weak Supervision from Regulators:** Despite the existence of Government Regulation No. 80/2019, routine supervision of *the platform's internal dispute resolution* mechanism has not been maximized. The government tends to only act after there is a viral case on social media.

Business Relationship Factors (Platform-Merchant-Courier Relationship)

Fragmentation of Liability: Losses often occur in the "gray area" between the seller's warehouse, the freight forwarder (courier), and the consumer's hands. Platforms often struggle to determine when the damage occurred, making the investigation process protracted and detrimental to consumers who need a quick resolution.

V. CONCLUSION

The legal arrangement regarding the responsibility of *E-commerce* platforms in Indonesia is based on the synchronization between the Consumer Protection Law (UUPK) as a *lex generalis* and the ITE Law and Government Regulation No. 80 of 2019 concerning PMSE as a *lex specialis*. In this framework, the platform has a dual role: as a **service business actor** who is obliged to ensure the security of transactions and as an **Electronic System Operator (PSE)** who bears absolute responsibility for the reliability of the system and the protection of personal data. This legal construction aims to ensure that even though transactions are conducted virtually, the basic rights of consumers are still protected under Indonesia's positive legal umbrella.

The form of accountability of *E-commerce* platform actors when goods damage occurs is generally **facilitative and administrative**, namely through the provision of a resolution center feature, mediation between buyers and sellers, and an escrow *account system*. The form of material liability for product defects is, in principle, charged to the seller (merchant); the platform can be subject **to strict liability**.

The implementation of these responsibilities in practice still faces various obstacles influenced by juridical, technical, and sociological factors. The main obstacles arise from the use of **exclusion clauses** in use agreements that are often detrimental to the consumer's bargaining position, the complexity of proving damages (such as the requirement for video *unboxing*), and the low legal awareness of the community to resolve disputes of small value.

Therefore, the effectiveness of digital consumer protection is highly dependent on strengthening regulatory supervision and improving platforms' internal systems to better support the values of fairness and transparency.

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