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Consumer Protection in TikTok Shop Sale Transactions Based on Law Number 8 of 1999

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Abstract: Online shopping transactions using the TikTok Shop media often experience problems and poor service quality from the business actors. It is because they commonly commit fraud in online shopping with the TikTok Shop media. It is due to the absence of a direct meeting between the seller and the buyer, the size and color of the goods purchased do not match, the dishonesty of the business actors about the goods being sold, and the consumer's lack of understanding of the details of the product ordered. For this reason, consumer rights must be protected by the provisions of laws and regulations. This study analyses consumer protection in online shopping transactions through the TikTok Shop media based on Law Number 8 of 1999 and Law Number 1 of 2024. This study used empirical jurisprudence with a sociological normative approach. The type of data used is primary data. The results of the study indicate that there are aspects of legal protection for online consumers, as shown by Consumer Protection Law Number 8 of 1999 and Electronic Information and Transactions Law (ITE) Number 11 of 2008. The law provides fundamental rights for consumers, such as the right to security, accurate information, and compensation for non-conforming products. The results indicate the importance of implementing the principles of transparency and responsibility among online business actors to prevent consumer losses. Adequate consumer protection can increase consumer trust in e-commerce and encourage business actors to be more responsible in running their businesses.

Keywords: Consumer Protection; Online Shopping; TikTok Shop

Abstrak: Transaksi belanja online dengan menggunakan media TikTok Shop kerap kali mengalami kendala dan mendapatkan perlakuan kurang baik dari para pelaku usaha, karena tidak jarang pelaku usaha melakukan penipuan terhadap konsumen dengan media TikTok Shop. Hal ini disebabkan karena minimnya pertemuan langsung antara penjual dan pembeli, ukuran dan warna barang yang dibeli tidak sesuai, ketidakjujuran pelaku usaha terhadap barang yang dijual, serta ketidakpahaman konsumen terhadap detail produk yang dipesan. Untuk itu, hak-hak konsumen harus dilindungi sesuai dengan ketentuan peraturan perundang-undangan. Penelitian ini bertujuan untuk menganalisis perlindungan konsumen dalam transaksi belanja daring melalui media TikTok Shop berdasarkan Undang-Undang Nomor 8 Tahun 1999 dan Undang-Undang Nomor 1 Tahun 2024. Penelitian ini menggunakan yurisprudensi empiris dengan pendekatan normatif sosiologis. Jenis data yang digunakan adalah data primer. Hasil Penelitian Hasil penelitian menunjukkan bahwa terdapat aspek perlindungan hukum bagi konsumen daring sesuai dengan Undang-Undang Perlindungan Konsumen No. 8 Tahun 1999 dan Undang-Undang Informasi dan Transaksi Elektronik (ITE) No. 11 Tahun 2008. Undang-Undang tersebut memberikan hak-hak dasar

bagi konsumen, seperti hak atas rasa aman, informasi yang akurat, dan ganti rugi atas produk yang tidak sesuai. Hasil penelitian menunjukkan pentingnya penerapan asas keterbukaan dan tanggung jawab pada pelaku usaha daring untuk mencegah terjadinya kerugian pada konsumen. Perlindungan konsumen yang efektif dapat meningkatkan kepercayaan konsumen terhadap e-commerce dan mendorong pelaku usaha untuk lebih bertanggung jawab dalam menjalankan usahanya.

Kata kunci: *Perlindungan Konsumen; Belanja Daring; Toko TikTok*

INTRODUCTION

In the era of modern technology, every aspect of life is progressing, including trade. Trading was initially conducted conventionally, where the seller and buyer met to make a sale and purchase transaction. The market as a place of sale has changed, where buyers and sellers no longer need to meet each other to make transactions. The emergence of the Internet as a new tool pushed this development forward, and many people chose it as a sales transaction because of its speed, ease, and cheapness. The Internet has unexpectedly become a medium for business rather than communication. Purchasing transactions are usually done on the internet.¹

One of the most widely used internet media in today's sales transactions is like a touch shop media. TikTok was founded by Chinese company ByteDance by Zhang Yimin in September 2016. In August 2018, ByteDance changed TikTok to Douyin, which allowed users to create short-lived videos with features such as effects and music. TikTok shop has the latest features of the stick that it provides in addition to helping entrepreneurs sell their goods, and the feature also serves as a container that allows everyone to start a business and an online business.²

TikTok Shop is the most popular e-commerce in Indonesia, representing 45% of the country's social commerce users. It is since TikTok Shop is accessible through its platform, which is the world's most extensive streaming media. In addition, videos that promote items sold in TikTok Shop often pass the timeline, also known as "Page For You" (FYP), to attract the attention of TikTok users.

Following the convenience offered by the internet, it makes sense when conventional shopping starts to be abandoned. Because of its convenience, online transactions are becoming more popular these days. Sale transactions through this internet system promises several profits but can also lead to a bunch of losses.³

Furthermore, in online shopping, there are many scams. This fraud can include things like the presence of the entrepreneur, the goods purchased, the price of goods, and the payments made by the consumer. Business people who pretend to be real shops.

Online fraud crimes are becoming more ferocious and annoying to many people. The

¹ Iman Sjahputra, *Problematika Hukum Internet Indonesia* (Jakarta: Prenhallindo, 2002).

² Iman Sjahputra.

³ Abdul Halim Barkatullah, *Perlindungan Hukum Bagi Konsumen Dalam Transaksi Ecommerce Lintas Negara Di Indonesia* (Yogyakarta: FH UII Press, 2009).

government has not yet had sufficient policies to deal with this problem, such as the lack of public education on e-commerce crimes. Therefore, with more advanced technologies like today, digital crime committed by digital criminals can be prevented by using identity tracking technology registered on an online sales account registered in a particular application.⁴

Book III of the Alliance, especially Chapters I to V, regulates the sale and purchase transactions. However, Law Number 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016, regulates explicitly electronic sales transactions. A sale is defined as "an agreement, by which one party commits itself to surrender a license, and the other party to pay the price promised."⁵

Since sale transactions are usually done conventional or face-to-face, online transactions make it much easier for buyers and sellers to save time and money. Buyers' rights are a matter of human interest, and every country hopes to realise them. To gain public confidence, companies must have a social responsibility towards buyers. Consumer protection is a legal protection that is inseparable and excluded from the law. Products and services must provide consumers with comfort and security. Every product sold through online media must have precise information to avoid buyer manipulation. This information is necessary so that the buyer does not feel confused with the products offered.

METHOD

The study methods used to solve research problems scientifically and systematically using formal jurisprudence. In this study, a sociological normative approach is used. The sociological normative approach studies law's empirical and sociological application to its subject. This legal research method uses secondary data as preliminary data, then continues with primary data collected in the field to evaluate how effective a law is and to find its reasons and problems.⁶ Data collection through study related to protecting customers from online sales transactions via touch media. Problems related to law enforcement can be revealed through this study.

The qualitative research method used is descriptive. According to Supardi in his book "Economics and Business", descriptive research is a type of research conducted at the level or level of study, and the analysis purely aims to describe and display symptoms or signs and circumstances as they are.⁷

⁴ Nasution, A. M., & Elihami, Z. M. N, "Pemanfaatan Sosial Media Tiktok Sebagai Strategi Promosi Dalam Berwirausaha Persfektif Ekonomi Islam," *Jurnal Ilmu Komputer, Ekonomi Dan Manajemen*, 2 (n.d.): 2 (2), 3155–63.

⁵ Edmon, Makarim, *Pengantar Hukum Telematika Suatu Kompilasi Kajian* (Jakarta: PT. Raja Grafindo Persada., 2005).

⁶ Muhammad Syahrin, *Pengantar Metodologi Penelitian Hukum:Kajian Penelitian Normatif, Empiris, Penulisan Proposal, Laporan Skripsi Dan Tesis* (Jakarta: CV.DOTPLUS Publisher, 2022).

⁷ Supardi, *Metodologi Penelitian Ekonomi Dan Bisnis* (Yogyakarta: UII Press, 2005).

DISCUSSION

Online Sale And Purchase Transaction of Indonesia

The era of globalization throughout the cyber world began with the information revolution, which began with advances in computer technology that made data exchange more manageable and easier. Online business is one of the technology information exchanges that has become a topic in the internet world. Marketing goods and services are carried out through the internet as an intermediary that can communicate between the entrepreneur and the consumer.⁸ The media usually consists of websites, TikTok shops, blogs, Facebook, and Instagram. This online business is called e-commerce or electronic commerce and is a trade done using electronic facilities, namely the internet.⁹

Products sold can be finished goods and services, such as online stores, industrial houses, agencies, etc. Online shopping, also known as online shopping, is a trade that follows the progress of the times, in which almost the entire layer of society undergoes such a change. Online sale is the sale of goods or services carried out through electronic media. The internet, by paying the price of the goods first and obtaining them later. Online and offline are not significantly different. The only difference is the way they market their products. Online marketing is much more open and wide-ranging. Online business has grown to be more than just buying and selling goods. However, it also includes advertising systems, networks, and brokers or affiliates.¹⁰

The entrepreneur in an online business must have the goods used for the transaction or sale. Capital is required to provide these goods, but the capital required is smaller because the entrepreneur does not need many goods. The business operator does not have to rent a place to show their goods. The capital required to start an online business can be reduced even if entrepreneurs cooperate with other vendors. In this case, the intended vendor is the store or distributor of goods used as the transaction subject in the online business. In running an online business, one thing to pay attention to is honesty.¹¹

This business is run based on the honesty and goodwill of each party in the transaction. Therefore, ensure that the entrepreneur provides accurate and accurate information about the products sold. Give us a statement that the goods sold are available. However, when the goods sold are not available and take time to make, give a clear explanation. It is done to avoid misunderstandings between the seller and the prospective buyer interested in making a transaction. In online business, the transaction process begins with a picture of the goods the seller sells in an online store or blog.¹² In addition to the

⁸ Moses Isdory Mgunda, "The Impacts Information Technology On Business," *Journal of International Conference Proceedings 2*, no. 3 (2019): 149–56, <https://doi.org/10.32535/jicp.v2i3.656>.

⁹ Suhartono, *Perniagaan Online Syariah: Suatu Kajian Dalam Perspektif Hukum Perikatan Islam* (Jakarta: Bina Cipta, 2010).

¹⁰ Munir Fuady, *Hukum Bisnis Dalam Teori Dan Praktik* (Bandung: Citra Aditya Bakti, 2004).

¹¹ David J. Reibstein, "What Attracts Customers to Online Stores, and What Keeps Them Coming Back?," *Journal of the Academy of Marketing Science* 30, no. 4 (2002): 465–73, <https://doi.org/10.1177/009207002236918>.

¹² Ateeq Abdul Rauf, "New Moralities for New Media? Assessing the Role of Social Media in Acts of Terror and Providing Points of Deliberation for Business Ethics," *Journal of Business Ethics* 170, no. 2 (2021): 229–51,

product image, the seller also displays an email address and telephone number for Short Message Service (SMS). Suppose the product that the buyer wants is still available in stock. In that case, the seller confirms the product's availability and provides information about the total cost to be paid, including the product price and the shipping fee, to the purchaser's address.

The seller also provides the buyer with the bank account number information for the transfer. After a buyer pays the amount of money that has been specified, the purchaser sends a photo of the proof of transfer to the seller to confirm that the purchase of the purchased product has been paid by transfer. Since there is no direct meeting between the seller and buyer during the online transaction, the buyer cannot directly bring the goods he wants. Therefore, this company requires a shipping or expedition service to deliver the goods the buyer orders. The delivery service uses a shipping fee, and a non-written provision states that the buyer is responsible for the shipping cost. The users can use many shipping services, such as JNT, TIKI, JNE, Indonesia Post, and others.

Online Shopping at TikTok Shop

Besides providing ease to the seller or entrepreneur and facility to the prospective consumer/buyer, Media TikTok Shop is proven by practical shopping and payment with cash on delivery (COD) and digital payment. Buyers have to wait for the goods to be shipped by the expedition until they arrive at their address, so they do not have to worry about leaving home. With its presence as a marketplace platform, TikTok Shop has excellent potential to create an exciting shopping experience for prospective buyers. Although not far different from other marketplace platforms, TikTok Shop can still compete competitively in the marketplace marketplace.

TikTok Shop is a relatively new trading platform, operating in the same way as Lazada, Shopee, and Tokopedia. However, there are still some differences between them. To become a business person in the TikTok Shop, users must follow the following steps: First, Seller users must open the TikTok application through this website: <https://seller.id.TikTok.com/account/welcome> . If the user does not already have an account, register first. Then, on the authorization page, read the terms and conditions carefully and click authorize. Once the email verification is complete, learn about the shop's touch account. Users can start studying their accounts and do basic things like editing their profiles, adding products, etc. Once users are done, then starting selling online through this feature is already possible.¹³

Second, customers or buyers can shop on TikTok in various ways, such as: 1) Through the search column by clicking on the store first, prospective buyers may find the items they want to buy through the search. Different store selections will appear, each with a product description. Buyers can directly add the product to their cart after finding the product they

<https://doi.org/10.1007/s10551-020-04635-w>.

¹³ Sari, M. N., Septrizarty, R., Farlina, W., Kahar, A., & Nurofik, A, "Analisis Strategi Bisnis Umkm Melalui Pemanfaatan Media Sosial Tiktok Shop.," *Journal of Economics and Management Scienties*, 2022, 5(1), 001–009.

want and then click checkout. The prospective buyer is then asked to enter his name, telephone number, and address on the order summary page. Customers can claim a voucher before paying to get a free quote. Payments available on TikTok include DANA, GoPay, OVO, ShopeePay and Cash on Delivery (COD). After that, the buyer can click the "order" button and wait for the product to be packed and shipped by the seller. 2) Through live streaming, users who want to find a store that does live streaming can access the TikTok website by clicking the live icon in the upper left corner. Customers can choose which store they want to see. If they have joined the live streaming of one of the stores, they can see the products sold by the store by clicking the yellow basket. They can choose which products they want to buy. Buyers can put the goods directly into the trolley if they find them fit and continue the transaction until the product is packed and shipped. A yellow basket is a feature that contains a link to a product sold by someone. A yellow basket makes buying products the seller promotes easier for prospective buyers. 3) Through the TikTok/Affiliate creator, the same method as live streaming purchases, customers can click the yellow basket on the creator/affiliate upload and make payments until the seller (seller) packages and delivers their goods. In the upload, the creators/affiliates are responsible for promoting the goods or brands of a store. The amount of commission is not equalized; on the contrary, it is calculated based on a percentage of the price of the goods sold.

Third, affiliate parties use digital marketing methods to promote products or brands through content or live streaming. They display a product link and get a commission if someone buys a product through that link until a transaction occurs. Affiliate programs have several advantages, including relatively cheaper capital because there is no need to make a product or think of significant sales locations, so that the expenses are not too great.¹⁴

Consumer Protection Against Online Purchases Through TikTok Media

Online shopping via TikTok as media is obliged to obtain legal protection, especially for the buyer, because often the rights of the buyer/consumer are neglected by the seller, such as goods received inappropriately, and many other frauds occur.¹⁵

In sales transactions, the buyer, as a consumer, has the rights to be fulfilled by the seller, as an entrepreneur, as set out in Article 4 of Act No. 8 of 1999. Following Article 19 paragraph (1) of Law No. 8, 1999 on Consumer Protection, "the entrepreneurs are liable to provide compensation for damages, pollution, and or losses of the consumer as a result of the consumption of the goods and or services produced or traded" if the violation of the entrepreneurial causing losses to consumers.¹⁶

¹⁴ Narto, S., & Rizky, R. I, "TIKTOK MENJADI TREND 2022 DI PLATFORM SOSIAL MEDIA.," *Journal of Social and Political Science/JUSTICE*, 2023, 3(1), 101-114.

¹⁵ Dijan Widijowati, "Enhancing Consumer Protection in Electronic Commerce Transactions," *Research Horizon* 3, no. 4 (2023): 283-90; Yusep Mulyana, "Perlindungan Konsumen Terhadap Pengguna Aplikasi TikTok Cash Di Media Sosial," *JIRK: Ournal of Innovation Research and Knowledge* 3, no. 2 (2023): 1-23.

¹⁶ Evi Rosdiyanti Mawardin, Noni Antika Khairunnisah, "Perlindungan Hukum Terhadap Transaksi Online Tiktok Shop Di Kota Mataram," *Jurnal Ilmu Hukum Dan Administrasi*, 2023.

In Indonesia, Act No. 8 of 1999 on Consumer Protection (UUPK) and Law No. 11 of 2008 on Electronic Information and Transactions (ITE Act) are the umbrella of consumer protection law in electronic transactions or online sales transactions. In article 4 of the ITE Act, it is stated that the use of information technology and electronic transactions is done by providing secure legal guarantees for the use of Information Technology and improving its efficiency and effectiveness.¹⁷

Based on the provisions described above, it may provide legal protection, especially for consumers who suffer losses due to unqualified goods purchased at TikTok Shop. Customers have a right, and business owners also have a mutual obligation to manage their business well and regulate what actions should be taken so as not to cause losses to consumers.¹⁸

Consumer Protection in Law Number 8 of 1999

"Consumer" is derived from the English-American word "consumers" or "consumers" in the Dutch language. In a particular context, consumers can mean someone else. In the same way, the word "consumer" is defined as "users" or "consumers" in the English-Indonesian dictionary.

According to the Republic of Indonesia Act Number 8 of 1999 on Consumer Protection, a consumer is "any person who uses goods or services available in the community, either for the benefit of himself, his family, others, or other creatures and not for trading."

Furthermore, based on other opinions, a consumer is any individual or group that buys or uses certain goods, services, or activities. It doesn't matter whether the goods come from a seller, supplier, private or public producer, or whether they are made individually or collectively.¹⁹ These consumer rights include the right to security, the right to vote, and the right to be informed and heard.

Those four fundamental rights are globally recognized. Over the years, consumer organizations that have joined the International Organization of Consumers Union (IOCU) have expanded consumer rights, including access to consumer education, compensation for losses, and a healthy and suitable living environment. They are free to accept anything or part of it. One example is the Indonesian Consumer Protection Foundation (YLKI), which decided to incorporate the right to a good and healthy living environment as one of its four fundamental consumer rights.²⁰

¹⁷ "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, Bab II, Pasal 3 E.," n.d.; Edward Zeth Daud and Heru Suyanto, "The Legal Protection on Consumers of E-Commerce Transactions in Indonesia," *Law Development Journal* 6, no. 2 (2024): 266–78; Aditya Migi Prematura, Suryani, and Agung Aditya, "Consumer Protection Against Standard Clauses in Business Transactions Through E-Commerce," *Pena Justisia: Media Komunikasi Dan Kajian Hukum* 21, no. 2 (2022): 289–301.

¹⁸ Nasution, *Hukum Perlindungan Konsumen Suatu Pengantar* (Jakarta: Diadit Media, 2010).

¹⁹ Yuyut Prayuti, "Restrictions on Cross-Border Trade in E-Commerce as a Form of Consumer Protection," *JILPR Journal Indonesia Law and Policy Review* 5, no. 1 (2023): 144–56, <https://doi.org/10.56371/jirpl.v5i1.177>; Indi Auliya Romdoni, "Legal Analysis of Consumer Protection in E-Commerce Transaction," *Justisia: Journal of Legal Studies* 2, no. 2 (2024): 11–21.

²⁰ Neelam Chawla and Basanta Kumar, "E-Commerce and Consumer Protection in India: The Emerging Trend," *Journal of Business Ethics* 180, no. 2 (2022): 581–604, <https://doi.org/10.1007/s10551-021-04884-3>.

Consumer rights in Law Number 8 of 1999: 1) The right to comfort, security, and safety when consuming goods and/or services. 2) The right to choose and obtain such goods or services following the exchange rate, conditions, and guarantees promised. 3) Right to obtain accurate, transparent, and honest information about the conditions and warranties of the goods and/or services. 4) Right to be heard of opinions and complaints about their products and/or services. 5) The right to adequate protection and guidance. 6) The right to fair and non-discriminatory treatment. 7) The rights to compensation and/or replacement if the goods and services received are not following the agreement or not as they should be. 8) Other rights are provided in the provisions of other laws.

In addition to consumer rights, the consumer's obligations are also regulated in Law Number 8 of 1999, which is: 1) Read and follow instructions and instructions on how to use or use goods and services; 2) Be sensible when conducting transactions for the purchase of goods or services; 3) Pay according to the agreed exchange rate; and d. Follow fair legal efforts to resolve consumer protection disputes.

In addition to referring to the umbrella of consumer protection laws, other laws also regulate the protection of consumers as contained in the Specific Law relating to online shopping, namely the RI Law No. 11 of 2008 on ITE (Electronic Information and Transactions), which has been amended to the Act No. 19 of 2016 concerning ITE, is an example of the responsibility that the State should take, to protect all use of information and communication technology in the country from violation and abuse. In electronic transactions, a sale transaction carried out by electronic means must have the same legal force as a conventional contract. According to article 18, paragraph (1) of the ITE Act, "the electronic transaction included in an Electronic Contract is binding on the parties".

Article 9 of ITE Law stipulates that the company offering products through electronic systems must provide complete and accurate information about the contract terms, the manufacturer, and the product offered. No company trading goods or services using an electronic system that does not have the data or information necessary to comply with the provisions laid down in the law.²¹

In cases where a sale transaction carried out through a TikTok shop application has a malfunction that may harm others, Section 39 of Law Number 11 on ITE states that "Civil litigation is conducted following the provisions of the Law Regulations." In this section, only the settlement of civil disputes is described, and the system of civil dispute settlement is governed by the civil law rules contained in the Covenant, unlike in this law, which is specially regulated in Section 19 of the Information and Electronic Transactions Law or Article 39 of the Electronic Information and Transaction Law. Unlike its provisions, this law's criminal provision explicitly regulates who can be punished for committing infringements relating to electronic information and transactions, as listed in section 45 A of Law Number

²¹ Abdul Halim Barkatullah and Djumadi, "Does Self-Regulation Provide Legal Protection and Security to e-Commerce Consumers?," *Electronic Commerce Research and Applications* 30 (2018): 94–101, <https://doi.org/10.1016/j.elerap.2018.05.008>.

19 of 2016 on ITE.

The legal belief to protect consumers does things like enhancing consumer dignity by giving them access to information about goods and services and growing consumer confidence in honest and responsible business.²² There are six objectives of consumer protection, consisting of the following:²³ 1) Increasing consumer awareness, ability, and autonomy to protect themselves; 2) Building a consumer protective system that combines legal certainty, openness of information, and access to information; 3) Enhancing the ability of consumers to choose, determine, and assert their rights as consumers; 4) Increase consumer dignity by protecting them from the use of harmful goods and services; 5) Improving the quality of products and services that ensure the continued production of goods or services, the health, comfort, security, and safety of customers; 6) Incrementing business people's consciousness of the importance of protecting consumers so that they become more honest and responsible in business.

This law provides consumer protection, including legal certainty, to meet consumer needs. This legal certainty covers all efforts under the law to enable consumers to obtain or determine the goods and services they need, as well as to maintain or protect their rights if the acts of the entrepreneur cause them harm.

Consumer protection consists of preventive and curative protection. When they decide to buy, use, or take advantage of certain goods or services, preventive protection is given to customers. Curative protection is provided to clients when they begin selecting a series or some such goods and services and then decide to purchase, use, or use the goods and services in a particular way.

One purpose of consumer protection law is to increase consumer dignity and awareness; indirectly, this law will encourage manufacturers to do business responsibly. However, all these goals can only be achieved if the law is applied effectively. Consumer protection efforts in Indonesia are challenging because consumers are less aware of their rights and because most producers believe that consumer protection will result in losses for them.

CONCLUSION

The Consumer Protection Law Number 8 of 1999 (UUPK) is a law that is currently used to protect consumer rights, but the law focuses more on conventional sales than online. Besides, UUPK only regulates business operators operating in the territory of Indonesian law. Therefore, this law does not regulate the rights of consumers in online sales transactions. In this case, the entrepreneur and the respective consumer must have a good attitude when

²² Dian Marsela, Yustian Yudhistira, and Bahrul Fawaid, "Legal Protection of Consumers in Online Business: A Criminal Law Perspective in Handling Fraud and Identity Theft," *Research Horizon* 14, no. 3 (2024): 99–106.

²³ Sopiana Yunita Zada, Chrysilla, "Penggunaan E-Wallet Atau Dompot Digital Sebagai Alat Transaksi Pengganti Uang Tunai Bagi UMKM Di Kecamatan Banjarmasin Tengah," *JIEP* 4, no. 1 (2021): 251–68; Muhamad Rizal, Sinta Dewi Rosadi, and Agus Taryana, "Legal Framework for Consumer Data Protection For Digital Business SMES in Indonesia," *Journal of Law and Sustainable Development* 12, no. 1 (2024): e2809, <https://doi.org/10.55908/sdgs.v12i1.2809>.

conducting online sales transactions. Consumers must be provided with a variety of special protections that are very vulnerable with various possibilities that will harm the consumer himself from the undertaker who is not well committed. In order to provide legal protection to consumers, the UUPK and the ITE Act can be used as a legal umbrella that integrates and strengthens its enforcement of online sales transactions.

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