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Weak Regulations, Harmed Consumers: An Evaluation of Digital Consumer Protection Mechanisms

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Original Article

Abstract

The rapid growth of e-commerce in Indonesia has led to the rise of self-regulatory practices, particularly in the form of standard clauses unilaterally imposed by digital platforms. This development presents potential risks to the protection of consumer rights as stipulated in the Consumer Protection Law. This study aims to examine the presence of standard clauses within self-regulation, identify potential violations of consumer rights, and assess the effectiveness of existing legal protection mechanisms. A normative juridical method is employed, utilizing a statutory approach and case studies involving major e-commerce platforms in Indonesia. The findings reveal that many standard clauses fail to uphold the principles of fairness, transparency, and consumer safety. Moreover, the internal dispute resolution mechanisms provided by these platforms are often ineffective and tend to favor business actors. In conclusion, regulatory intervention and enhanced oversight of self-regulatory practices are necessary to ensure the optimal protection of consumer rights.

Keywords: *Business Actors, Self-Regulation, Return and Refund, Consumer Protection*

Abstrak

Pertumbuhan e-commerce di Indonesia mendorong munculnya self-regulation dalam bentuk klausula baku yang ditetapkan sepihak oleh platform digital. Fenomena ini menimbulkan potensi pelanggaran terhadap prinsip-prinsip perlindungan konsumen sebagaimana diatur dalam UUPK. Penelitian ini bertujuan untuk menganalisis keberadaan klausula baku dalam self-regulation, mengidentifikasi bentuk pelanggaran hak konsumen, serta mengevaluasi efektivitas mekanisme perlindungan hukum yang tersedia. Metode penelitian yang digunakan adalah yuridis normatif dengan pendekatan perundang-undangan dan studi kasus pada beberapa marketplace besar di Indonesia. Hasil penelitian menunjukkan bahwa banyak klausula baku tidak sejalan dengan prinsip keadilan, transparansi, dan keamanan konsumen. Selain itu, mekanisme penyelesaian sengketa internal platform dinilai belum efektif dan cenderung berpihak pada pelaku usaha. Kesimpulannya, diperlukan intervensi regulatif dan penguatan pengawasan terhadap self-regulation guna melindungi hak konsumen secara optimal.

Kata kunci: *Pelaku Usaha, Self-Regulation, Return and Refund, Perlindungan Konsumen*

1. INTRODUCTION

The digital transformation of the trade sector has become an unavoidable global phenomenon. The rapid advancement of information and communication technology has facilitated the emergence of e-commerce platforms, which are now integral to the consumption behavior of modern society. In Indonesia, the trend of online shopping has experienced a significant surge, supported by increased digital literacy, internet penetration, and widespread access to electronic commerce platforms.¹ According to recent projections, the value of e-commerce transactions in Indonesia is expected to exceed USD 53 billion by 2025, positioning the country as the third-largest e-commerce market globally, following China and the United States.² This trend reflects a broader shift in consumer behavior—from conventional, offline transactions to faster, more practical, and flexible digital consumption patterns.

Amid this growth, consumer preferences are becoming increasingly complex. Consumers now demand not only ease of access and transaction efficiency but also product quality, a wide variety of product categories, and robust data security and trust in digital payment systems.³ In response, e-commerce platforms have implemented strategies such as the establishment of official brand stores and the application of self-regulatory policies to build consumer loyalty and trust. However, the rapid expansion of the e-commerce ecosystem has also introduced complex legal challenges, particularly concerning consumer protection.

In practice, the legal relationship between business actors and consumers in online transactions is governed by electronic contracts (e-contracts), which are recognized under Article 18(1) of Law No. 11 of 2008 on Information and Electronic Transactions (ITE), as amended by Law No. 19 of 2016 and most recently by Law No. 1 of 2024. These contracts often take the form of unilateral “terms and conditions” set by the business actors, commonly referred to as standard clauses, as defined in Article 1(10) and further regulated in Article 18 of Law No. 8 of 1999 on Consumer Protection (UUPK). While self-regulation through such clauses is legally permissible, it must adhere to the principle of non-discrimination and avoid containing provisions that are harmful to consumers.

In this context, the existence of legal frameworks such as the Consumer Protection Law, the Trade Law, the ITE Law, and Government Regulation No. 80 of 2019 on Electronic Commerce serves as a critical foundation for ensuring legal

¹ Imam Suhartadi, “Perubahan Tren Belanja Kini Digerakan E-Commerce,” *investor.id*, 2024, https://investor.id/business/364862/perubahan-tren-belanja-kini-digerakan-ecommerce#goog_rewarded.

² Indrastuti Indrastuti, “Pasar E-Commerce Indonesia Terbesar Ketiga Di Dunia, Tren Belanja Online Konsumen Terus Meningkat,” *Media Indonesia*, 2024, <https://mediaindonesia.com/ekonomi/678549/pasar-e-commerce-indonesia-terbesar-ketiga-di-dunia-tren-belanja-online-konsumen-terus-meningkat>.

³ Heejin Kim, “Globalization And Regulatory Change: The Interplay of Laws and Technologies in E-Commerce in Southeast Asia,” *Computer Law & Security Review* 35, no. 5 (2019): 105315, <https://doi.org/10.1016/j.clsr.2019.03.009>.

certainty, contractual fairness, and the protection of consumer rights in the digital ecosystem. Nevertheless, the implementation of these laws continues to face serious obstacles. Violations of consumer rights remain common, including inadequate and non-transparent information disclosure, misleading product descriptions, delayed deliveries, and the absence of effective complaint mechanisms. These practices undermine the consumer's right to information—a fundamental right guaranteed under Article 4 of the UUPK and reinforced by Articles 28(1) and 45A of the ITE Law.

Furthermore, consumers often encounter difficulties in pursuing legal remedies due to information asymmetry, the dominant position of platforms, and the procedural complexity of online dispute resolution mechanisms. The transformation of consumption patterns—driven by technological advancements—has prompted considerable scholarly attention. Prior research has highlighted the unique legal risks posed by online transactions, which typically lack direct interaction between consumers and business actors.

For instance, Makasuci and Gultom emphasize that the absence of face-to-face interaction increases the likelihood of consumer rights violations and stress the importance of implementing the UUPK and ITE Law to safeguard consumer interests.⁴ Similarly, Wasonono and Karim explored consumer protection issues on the Lazada platform and advocated for the establishment of a dedicated legal framework for electronic consumer transactions.⁵

Furthermore, Fista et al. noted that although legal regulations governing e-commerce exist, their effectiveness in preventing fraudulent practices by business actors remains limited. They emphasized the necessity of enforcing stricter laws to address unfair business practices within digital marketplaces.⁶ Similarly, Wardani et al. highlighted that transactions conducted via social media platforms, such as Instagram, present unique legal complexities. Consumer protection in these environments tends to be weaker due to limited regulatory oversight and the informal nature of individual account-based transactions.⁷

Ikhsan acknowledged that the Consumer Protection Act (UUPK) and the Information and Electronic Transactions Law (ITE Law) provide an adequate normative foundation; however, challenges persist in the enforcement of these

⁴ Fially Claude Makasuci and Elisatris Gultom, "Perlindungan Hukum Bagi Konsumen Atas Transaksi Barang Elektronik Melalui Transaksi Jual-Beli Online Shopee," *Jurnal Indonesia Sosial Teknologi* 2, no. 7 (2021): 1155–1172, <https://doi.org/10.59141/jist.v2i07.193>.

⁵ Dominikus Wasonono and Karim Karim, "Perlindungan Hukum Bagi Konsumen Atas Pembelian Barang Melalui Transaksi Elektronik Pada Situs Wwww.Lazada.Co.Id Dikaitkan Dengan UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Judiciary* 1, no. 1 (2021): 15–22, <https://ejournal.fh.ubhara.ac.id/index.php/judiciary/article/view/92>.

⁶ Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (2023): 177–189, <https://doi.org/10.37893/jbh.v12i1.599>.

⁷ Mutia Rahma Wardani, Joko Priyono, and Fifiana Wisnaeni, "Perlindungan Konsumen Dalam Transaksi Elektronik Melalui Instagram," *Notarius* 13, no. 2 (2020): 848–64, <https://doi.org/10.14710/nts.v13i2.31183>.

regulations, particularly when confronting business actors who violate legal provisions.⁸ Studies by Haipon et al. and Rusmawati also underscore the need for business actors to be held accountable for the delivery of goods that do not match their descriptions.⁹ Rusdi further pointed out that consumer losses resulting from defective or misrepresented products remain a significant issue that has not been fully addressed within the current legal framework.¹⁰

While various studies have examined the legal protection of consumers in e-commerce transactions, most have focused on the normative effectiveness of formal regulations, such as the UUPK and the ITE Law. However, these studies often overlook the practical dynamics of self-regulation implemented by individual e-commerce platforms—particularly the use of standard clauses that may implicitly disadvantage consumers.

Standard clauses in self-regulation are typically drafted unilaterally by digital platforms or business actors, with consumers required to accept the terms without any opportunity for negotiation. This practice frequently results in an imbalance of legal standing between business actors and consumers. In fact, Article 18(1) of the Consumer Protection Act explicitly prohibits business actors from including clauses that authorize them to take unilateral actions, such as disclaiming liability or refusing to process returns.

Despite this prohibition, many e-commerce platforms continue to incorporate such clauses into their terms and conditions. However, there has been limited scholarly attention paid to the extent to which these provisions violate consumer protection laws, or to the legal remedies available to consumers harmed by such terms. This indicates a significant research gap regarding the intersection of self-regulation, standard clauses, and the effectiveness of consumer legal protection in digital transactions.

This study seeks to fill this gap by conducting a comprehensive analysis of the legal framework surrounding standard clauses within the self-regulation practices of e-commerce platforms. It assesses their compliance with the Consumer Protection Act and related regulations, and evaluates the implementation of legal protections for consumers adversely affected by these provisions. The originality of this research lies in its analytical approach to self-regulation as an internal legal instrument of digital platforms, one that directly influences the bargaining power and rights of consumers—

⁸ Viola Annisa Ikhsan, “Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia,” *Dharmasiswa: Jurnal Program Magister Hukum FHUI* 11, no. 6 (2022): 2564–74, <https://ojs.unud.ac.id/index.php/kerthadesa/article/view/95332>.

⁹ Hendrikus Haipon et al., “Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Di Indonesia,” *Jurnal Kolaboratif Sains* 7, no. 12 (2024): 4785–89, <https://jurnal.unismuhpalu.ac.id/index.php/JKS/article/view/6710>; Dianne Eka Rusmawati, “Perlindungan Hukum Bagi Konsumen Dalam Transaksi E-Commerce,” *Fiat Justisia: Jurnal Ilmu Hukum* 7, no. 2 (2015): 193–201, <https://doi.org/10.25041/fiatjustisia.v7no2.378>.

¹⁰ Andi Muhammad Rusdi, “Perlindungan Konsumen Dalam Transaksi Elektronik,” *Constitutum: Jurnal Ilmiah Hukum* 2, no. 1 (2023): 43–56, <https://doi.org/10.37721/constitutum.v2i1.1334>.

an aspect that has been largely neglected in previous legal scholarship. Based on the above, this study aims to: 1) analyze the existence and structure of standard clauses in the self-regulation of e-commerce platforms in Indonesia and evaluate their compliance with consumer protection principles as outlined in the Consumer Protection Act and other relevant regulations; 2) identify forms of consumer rights violations resulting from the application of unilateral terms and conditions in digital transactions, particularly those infringing on the right to information, the right to choose, and the right to safety; and 3) assess the effectiveness of legal protection mechanisms available to consumers harmed by such provisions, including both regulatory (positive law) approaches and dispute resolution mechanisms offered by digital platforms and consumer dispute resolution bodies.

2. RESEARCH METHODOLOGY

This study employs a normative juridical approach, supplemented by limited empirical juridical analysis. This methodology was selected to provide a comprehensive examination of the effectiveness of legal protections for consumers in e-commerce transactions, with particular emphasis on standard clauses derived from self-regulation imposed by digital platforms. The research focuses not only on written legal norms (law in books), but also on their practical implementation (law in action), in order to identify and analyze the gap between regulatory frameworks and actual practices. The research is descriptive-analytical in nature and utilizes both a statutory and a conceptual approach. The statutory approach is applied to examine relevant legal instruments, including the Consumer Protection Act, the Information and Electronic Transactions Law (ITE Law), the Trade Law, and Government Regulation No. 80 of 2019 concerning Electronic Trading. In parallel, the conceptual approach is employed to analyze core legal principles such as contractual justice, legal certainty, and consumer protection within the broader frameworks of private law and consumer law.

To enrich the analysis, the study includes a review of the terms and conditions of several major e-commerce platforms in Indonesia, focusing particularly on return and refund provisions. The data sources consist of primary data, such as platform-issued standard clause documents, and secondary data, including primary legal materials (statutes and regulations), secondary sources (legal literature and academic journals), and tertiary sources (legal dictionaries and encyclopedias). Data collection was conducted through literature review, and data analysis was carried out using a qualitative, prescriptive, and evaluative approach. To ensure data validity, source triangulation was employed by comparing legal provisions, cross-platform practices, and scholarly literature, with the goal of formulating legally sound and practically applicable recommendations for strengthening consumer protection.

3. RESEARCH RESULT AND DISCUSSION

3.1. The Existence of Standard Clauses in the Self-Regulation of E-Commerce Platforms

This section analyzes the existence of standard clauses within the self-regulatory frameworks of e-commerce platforms in Indonesia—specifically concerning return and refund policies—and evaluates their alignment with the principles of consumer protection as mandated by Law No. 8 of 1999 on Consumer Protection (UUPK), Government Regulation No. 80 of 2019, and related technical regulations such as Ministry of Trade Regulation No. 50 of 2020 and relevant provisions issued by the Financial Services Authority (OJK) regarding digital consumer protection. The primary focus is directed at Indonesia's two largest e-commerce platforms: Shopee and Tokopedia.

Data analysis reveals that both Shopee and Tokopedia have established self-regulatory policies concerning return and refund mechanisms that formally refer to consumer protection principles. However, practical implementation reveals several obstacles and the existence of standard clauses that may disadvantage consumers. Key findings from the analysis include:

- a) **Inconsistencies with the UUPK**
Article 18 of the Consumer Protection Act prohibits business actors from including standard clauses that subject consumers to unilateral provisions. Nonetheless, both Shopee and Tokopedia apply procedures that disproportionately favor the platform and/or sellers—for example, the requirement for consumers to submit unboxing video evidence, which many users are unaware of at the time of purchase. Such requirements risk undermining the consumer's legal standing.
- b) **Complicated and Non-Uniform Procedures**
Return and refund procedures across the platforms remain complex and inconsistent. Shopee, for instance, sets varying deadlines for return submissions depending on the store category (Mall, Star Seller, or regular store). Tokopedia, on the other hand, provides only a 2×24-hour window after the product is received—a timeframe that often proves insufficient for consumers to fully assess product quality.
- c) **Ineffective Dispute Resolution Mechanisms**
While both platforms provide dispute resolution centers, the actual resolution process is frequently delayed. Consumers must submit complete documentation within tight deadlines, and the administrative burden can be overwhelming. This is inconsistent with Article 45 of the Consumer Protection Act, which guarantees consumers accessible and efficient dispute resolution mechanisms.
- d) **Ambiguity Regarding Platform Liability**

Article 17 of the Consumer Protection Act and Articles 56–60 of Government Regulation No. 80/2019 require marketplace platforms to implement fair return and refund systems. However, in practice, the platforms shift much of the responsibility to sellers. This forces consumers to deal directly with sellers, even though transactions are mediated and managed by platforms that exercise control over payments and logistics.

e) Implications for Micro and Small Enterprises

Shopee and Tokopedia withhold payments to sellers until the return process is resolved. While this policy is intended to protect consumers, it creates cash flow issues—particularly for micro, small, and medium enterprises (MSMEs). Such clauses, although protective in intent, warrant reassessment from the standpoint of fairness and proportionality.

Based on the analysis above, the following conclusions can be drawn:

- a) The standard clauses embedded within the self-regulatory policies of major Indonesian e-commerce platforms do not fully comply with the consumer protection principles stipulated in the UUPK and other applicable regulations.
- b) There is a discernible pattern of unilateral clauses, particularly in return and refund procedures, which place an undue burden on consumers.
- c) Existing platform policies require further reform to promote fairness, transparency, and inclusiveness for all stakeholders involved in digital transactions.

The findings of this study reinforce those of earlier research conducted by Sembiring et al., which concluded that e-commerce regulation in Indonesia still heavily depends on corporate initiatives rather than the strict enforcement of consumer protection principles.¹¹ Similarly, Soediono et al. found that standard clauses often serve as instruments of corporate dominance, particularly over consumers with limited legal literacy.¹² However, unlike these previous studies, which primarily addressed structural injustices, the present study focuses on the functional aspects and practical implementation of self-regulation by Shopee and Tokopedia, comparing these practices with national normative legal frameworks.

Normatively, self-regulation should reflect a platform's independent commitment to ensuring fair and equitable transactions—not a mechanism for imposing unilateral terms. The findings of this study indicate that:

¹¹ Tamaulina Br. Sembiring et al., "Legal Framework and Regulatory Challenges in the Development of E-Commerce in Indonesia: Policy Analysis and Juridical Implications," *Jurnal Ilmiah Mahasiswa Perbandingan Mazhab* 6, no. 6 (2025): 18–36, <https://doi.org/10.24252/shautuna.v6i1.54107>.

¹² Ricardo Soediono et al., "Perlindungan Konsumen Berdasarkan Klausula Baku Dalam Kontrak Digital Sebagai Wujud Kepatuhan Terhadap Undang-Undang," *Asy-Syari'ah: Jurnal Hukum Islam* 9, no. 1 (2023): 142–155, <https://doi.org/10.55210/assyariah.v9i1.2081>.

- a) Unchecked self-regulation may give rise to new forms of consumer exploitation through overly complex procedures and restrictive time limits.
- b) Limiting platform accountability to technical aspects without substantive mechanisms for consumer redress violates Article 65 of Government Regulation No. 80 of 2019, which mandates the state's role in safeguarding consumer rights.
- c) The disproportionate implementation of return and refund mechanisms adversely affects not only consumers but also micro and small business sellers who partner with these platforms.

These observations suggest that the principle of transactional justice in Indonesia's e-commerce ecosystem remains unrealized. Rather than achieving balance, the current platform–consumer–seller relationship is marked by asymmetry, exacerbated by weak state oversight. Accordingly, this study affirms the following recommendations:

- a) The return and refund policies employed by marketplaces must undergo comprehensive review to eliminate clauses that unfairly tilt the balance of rights against consumers.
- b) A national standardization framework for e-commerce self-regulation is necessary to ensure alignment with the core principles of the Consumer Protection Act (UUPK).
- c) State involvement should be strengthened through enhanced oversight mechanisms for platform governance, in accordance with Ministry of Trade Regulation No. 50 of 2020 and OJK Regulation No. 18/POJK.07/2018.
- d) Consumers must be equipped with digital legal literacy to better understand and assert their rights in online transactions.
- e) Internal platform-based dispute resolution systems should be complemented by an independent, technology-enabled institution for resolving consumer disputes in the digital environment.

3.2. Forms of Consumer Rights Violations Arising from Unilateral Terms and Conditions in Digital Transactions

This study seeks to identify violations of consumer rights resulting from the application of unilateral terms and conditions in digital transactions, with particular emphasis on return and refund policies implemented by marketplace platforms in Indonesia. The analysis focuses on three fundamental consumer rights as outlined in Law No. 8 of 1999 on Consumer Protection: the right to information, the right to choose, and the right to safety. Additionally, the study evaluates the extent to which self-regulation by two of Indonesia's leading marketplace platforms—Shopee and Tokopedia—effectively safeguards these rights in online transactions.

The research highlights unfair practices arising from the dominance of digital platforms in formulating imbalanced contractual terms. The specific objectives of the study include: (1) identifying the forms of consumer rights violations resulting from unilateral provisions; (2) assessing the effectiveness of both positive legal frameworks and platform-based self-regulation; and (3) formulating normative interpretations to improve consumer protection in Indonesia's e-commerce landscape.

The findings reveal a recurring pattern of rights violations, particularly in two critical areas: information transparency and return procedures. Consumers frequently struggle to comprehend return and refund processes due to overly complex and legally dense language. Moreover, refund applications often exceed the promised timeframe, undermining consumers' sense of transactional security. While Shopee and Tokopedia have adopted return and refund policies that, on the surface, align with Law No. 8 of 1999, Government Regulation No. 80 of 2019, Ministry of Trade Regulation No. 50 of 2020, and relevant OJK regulations, their implementation presents several issues. Violations include delayed refunds, the imposition of return shipping costs on consumers even when the seller is at fault, and the requirement for consumers to provide unboxing videos as evidence—a burdensome condition that may disadvantage uninformed users.

These findings demonstrate that the imposition of unilateral terms and conditions in digital transactions directly contributes to the infringement of consumers' rights to accurate information, the freedom to make choices without coercive or detrimental policies, and the right to transactional safety. This underscores a structural imbalance in the legal standing between platform operators (and sellers) and consumers, thereby weakening the foundational principles of accountability and protection mandated by Indonesian consumer law.

This conclusion is consistent with previous research by Wahyuni et al., which found that Indonesian e-commerce consumers frequently experience harm due to unilaterally imposed return and refund policies.¹³ Studies by Priowirjanto et al. and Siahaan also highlight the inadequacy of state oversight in regulating self-governance practices of digital marketplaces, leading to weak platform accountability.¹⁴ However, the present study advances the discourse by offering a comparative analysis of two major platforms and explicitly linking observed violations to specific statutory provisions under the Consumer Protection Law and its implementing regulations.

¹³ Sri Wahyuni, Muhammad Ikhwan Adabi, and Rahmat Jhowanda, "Pelaksanaan Perlindungan Hukum Terhadap Konsumen Atas Refund Tidak Terealisasi Pada Shopee Di Kabupaten Aceh Barat," *Jurnal Jurist Argumentum: Pemikiran Intelektual Hukum* 2, no. 1 (2024): 44–58, <https://jurnal.utu.ac.id/argumentum/article/view/9907>.

¹⁴ Enni Soerjati Priowirjanto, Ahmad Fikri Haykal, and Carolina Renee Munaf, "Marketplace Self-Regulation Tentang Pengembalian Barang Dalam Cara Pembayaran Cash on Delivery," *Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan* 6, no. 1 (2022): 112–26, <https://doi.org/10.23920/acta.v6i1.1132>; Albert Lodewyk Sentosa Siahaan, "Urgensi Perlindungan Data Pribadi Di Platform Marketplace Terhadap Kemajuan Teknologi," *Majalah Hukum Nasional* 52, no. 2 (2022): 209–23, <https://doi.org/10.33331/mhn.v52i2.169>.

Ultimately, the violations identified in this study are not rooted in the absence of regulatory frameworks but rather in the ineffective enforcement of existing laws and the lack of consumer-oriented internal policy design within marketplace platforms. The unilateral nature of terms and conditions tends to render consumers passive participants, lacking the opportunity to negotiate policies that directly impact their basic rights. This contributes to a state of information asymmetry and power imbalance within the legal relationship between consumers and service providers. The requirement to submit unboxing videos as proof, for instance, contradicts the principle of proportionality in consumer protection, as it imposes an undue evidentiary burden on the party that the law is intended to protect. Furthermore, delays in refunds and platform policies that permit sellers to reject return requests without reasonable justification violate the principles of fairness and legal certainty.

The findings of this study confirm that, despite the existence of a comprehensive legal framework—such as the Consumer Protection Law, Government Regulation No. 80 of 2019, and various regulations issued by the OJK and Ministry of Trade—the practical implementation of return and refund policies still falls short of upholding the principles of non-discrimination and procedural justice. Shopee and Tokopedia, as dominant e-commerce platforms vested with the authority to establish self-regulatory mechanisms, have not fully embraced the principle of relational justice in their engagement with consumers.

From a normative standpoint, the state must enhance its oversight mechanisms regarding marketplace self-regulation. This includes mandating regular audits of return and refund procedures and ensuring the availability of independent, accessible complaint channels. Moreover, consumers should be granted the right to receive clear, concise, and comprehensible information at each stage of the transaction process, particularly concerning return and refund mechanisms. The current lack of transparency and procedural fairness not only undermines consumer protection but also poses a broader risk to public trust in e-commerce as a credible and equitable component of the digital economy.

3.3. Effectiveness of Legal Protection Mechanisms for Consumers Against Marketplace Platform Self-Regulation

This study investigates the effectiveness of legal protection mechanisms available to consumers who suffer losses as a result of self-regulatory provisions on e-commerce platforms, with particular focus on return and refund policies in Indonesia. The primary objective is to evaluate the extent to which both statutory legal frameworks and dispute resolution mechanisms—whether internal to the platform or administered by external institutions—can provide consumers with substantive and enforceable protections.

Based on a comprehensive analysis of national regulations and the self-regulation policies of major platforms such as Shopee and Tokopedia, it is evident that while legal protections are extensively codified in Law No. 8 of 1999, Government Regulation No. 80 of 2019, Ministry of Trade Regulation No. 50 of 2020, and various OJK (Financial Services Authority) regulations on fintech and digital innovation, the practical enforcement of these provisions remains fraught with challenges.

First, from a normative standpoint, Articles 4 and 45 of the Consumer Protection Law (UUPK) establish the constitutional right of consumers to accurate information and equitable dispute resolution. E-commerce platforms are mandated to implement return and refund policies that are fair and not detrimental to consumers. Shopee, for instance, offers the “Shopee Guarantee,” while Tokopedia operates a “Resolution Center” and a “7-Day Guarantee” program. However, the effectiveness of these mechanisms largely hinges on procedural clarity and timely execution. This study reveals that many consumers encounter significant difficulties in exercising their rights, often due to prolonged verification processes, rigid evidentiary requirements (e.g., unboxing videos), or delayed refunds. These challenges illustrate a disconnect between legal norms and their real-world application.

Second, regarding dispute resolution systems, most platforms continue to rely heavily on internal (in-platform) mechanisms. While these may offer expediency in some instances, they often lack transparency and tend to disadvantage consumers, especially when visual evidence is unavailable or when consumers are unfamiliar with platform-specific technical requirements. Empirical evidence indicates that claims lacking unboxing video footage or detailed damage documentation are frequently rejected, raising concerns about the platforms’ adherence to the principle of substantive justice.

Third, external dispute resolution mechanisms—such as those provided by the Consumer Dispute Resolution Body (BPSK) or through complaints lodged with the OJK—are currently underutilized and largely ineffective in the digital commerce context. Most consumers prefer to settle disputes directly with the platform due to time constraints, even though the outcomes are often unsatisfactory. Furthermore, BPSK’s capacity to address e-commerce cases is constrained by outdated procedures and limited authority over digital transactions.

In contrast to earlier studies, which emphasize the normative comprehensiveness of consumer protection in Indonesian e-commerce, this study highlights that the core issue lies in the implementation and the actual effectiveness of self-regulation.¹⁵ In practice, merchants frequently invoke internal platform rules to deny refund or return

¹⁵ Gunardi Lie and Aiska Rahima Az-Zahra, “Kajian Kendala Implementasi E-Commerce Di Indonesia,” *Masyarakat Telematika Dan Informasi Jurnal Penelitian Teknologi Informasi Dan Komunikasi* 8, no. 2 (2018): 127–36, <https://doi.org/10.17933/mti.v8i2.107>; Rosianna Evanesa Sihombing and Made Gede Subha Karma Resen, “Perlindungan Konsumen Dalam E-Commerce Di Indonesia: Hambatan Penerapan Regulasi Antara Penerapan Dan Pengawasan,” *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora* 1, no. 6 (2024): 58–70, <https://doi.org/10.62383/aliansi.v1i6.539>.

claims, even when consumers have followed the appropriate procedures. In some cases, consumer requests for returns—based on having mistakenly purchased the wrong item—are rejected outright, despite such scenarios being permissible under certain platform policies, such as Shopee’s discretionary refund options.

The findings of this study reveal a structural issue characterized by significant information asymmetry among business actors, platform providers, and consumers. While self-regulation is intended to complement statutory law, in practice, it often contributes to legal uncertainty due to the absence of direct oversight by public authorities. This problem is further compounded by a lack of transparency in how platforms manage consumer complaints and by consumers’ limited capacity—both technically and legally—to assert and defend their rights.

Accordingly, the study confirms that the effectiveness of consumer legal protection in return and refund processes is determined not solely by the existence of formal legal norms, but also by the design of equitable internal platform policies, procedural transparency, timely dispute resolution, and robust public oversight mechanisms. Without these elements, legal protections remain largely theoretical and inaccessible in practice.

To address this gap, the government must reevaluate the accountability framework governing self-regulation by establishing national minimum standards for return and refund mechanisms in e-commerce. In parallel, the capacity of the Consumer Dispute Resolution Body (BPSK) should be strengthened, and a centralized, digital complaint system that integrates directly with e-commerce platforms must be developed to ensure faster and more accessible consumer redress.

Furthermore, legal literacy programs for consumers need to be expanded to enhance their understanding of rights and procedures in digital transactions. Although Indonesia already possesses a comprehensive legal framework to safeguard consumer rights—particularly regarding returns and refunds—its practical effectiveness remains limited. A synergistic approach is essential, integrating positive legal norms, fair digital dispute resolution systems, and stringent supervision of platform self-regulation, to ensure that digital commerce evolves into a space that is safe, equitable, and just for all parties involved.

4. CONCLUSION

This study aims to analyze the presence of standard clauses within the self-regulatory frameworks of e-commerce platforms in Indonesia and to evaluate their compliance with the principles of consumer protection as set forth in Law No. 8 of 1999 on Consumer Protection (UUPK) and other relevant regulations. Specifically, the study identifies forms of consumer rights violations resulting from the imposition of unilateral terms and conditions and examines the effectiveness of legal protection

mechanisms available to consumers, both through formal regulation and dispute resolution processes. The findings indicate that while platform self-regulation offers a flexible and adaptive operational model, the use of standard clauses unilaterally drafted by platforms frequently undermines principles of fairness and equality. These clauses often infringe upon consumers' rights to accurate information, freedom of choice, and security in transactions. Violations typically manifest through opaque refund policies, burdensome return procedures, and biased internal dispute resolution systems.

This study confirms that the effectiveness of legal protection for consumers in digital transactions remains suboptimal. Although the existing legal framework provides a solid foundation, its implementation is hindered by significant information asymmetry, limited state oversight of platform self-regulation, and the inadequacy of digital dispute resolution mechanisms in ensuring fairness and accountability. The results of this study serve as both a normative and empirical basis for advocating regulatory reform in Indonesia's e-commerce sector, grounded in stronger consumer protection principles. However, the research is limited in scope, focusing on selected platforms and lacking comparative legal analysis across jurisdictions. Future research should prioritize strengthening state oversight of standard digital contract terms, establishing fair and balanced clause templates, and conducting comparative studies with other legal systems to develop a more adaptive and socially just model of digital consumer protection in the context of evolving technologies.

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