

Legal Responsibilities of Online Delivery Service Entrepreneurs as Intermediate Consumers for Obscurity Concert Ticket Information

Putu Sawitri Nandari¹ | Ida Ayu Sadnyini¹ | Dewa Krisna Prasada¹ |
Kadek Julia Mahadewi¹ | Bellya Lulu'il Husna¹

1. Universitas Pendidikan Nasional

Correspondence:

Putu Sawitri Nandari, Universitas Pendidikan Nasional
sawitrinandari@undiknas.ac.id

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Abstract—In the current era of digitalization, where information technology continues to develop, accompanied by the competitive demands of the technology-based business world, new business ideas are being seen which are seen as great opportunities by business people. One of the businesses that is currently very popular is the online entrustment service business for purchasing concert tickets via Instagram. The purpose of this research is to determine and analyze the legal responsibility of online entrustment service entrepreneurs who default on consumers due to unclear concert ticket information and related forms of legal protection for consumers for unclear information by online entrustment service entrepreneurs in purchasing concert tickets via Instagram. The research method used is normative juridical using legal materials obtained from primary, secondary and tertiary legal materials. The existence of a breach of contract regarding unclear concert ticket information carried out by online entrustment service entrepreneurs on Instagram means that jastip entrepreneurs who violate the agreement can be held responsible for compensating consumers for losses with sanctions as regulated in the relevant regulations. Therefore, this creates the creation of consumers' rights to obtain legal protection, both preventively and repressively, where in order to realize this legal protection it is also necessary to have joint synergy between the government, society, institutions and related parties.

Keywords: concert tickets; entrepreneur; entrustment services; intermediate consumer; responsibility; online

Introduction

Currently, increasingly sophisticated communication and information technology can bring about a transformation in the use of technology, which previously was still carried out conventionally, is now starting to develop electronically using the internet. One implementation of internet use today is for business. The implementation of internet use in business is usually used for selling goods or services, marketing or promotions, and customer service (Rehatalanit, 2021, p. 62). One of the online business trends that is currently popular is the online entrustment (jastip) service business. Based on the results of the report from the Jakpat Survey, it shows that of the 2,406 respondents, more than half of the respondents, namely around 81% of respondents, have quite high awareness of the jastip business (Salsabila, 2022, p. 1). This is a new innovation that aims to satisfy the thirst of people's consumptive behavior.

Jastip online is a profession that offers deposit services to purchase goods using social media or other technology to carry out promotions, one of which is via Instagram. Napoleon Cat data shows that 109.33 million people in Indonesia used Instagram by April 2023. Then, this number continued to increase by 3.45% from the previous month. When compared to the previous year, the number of Instagram users in Indonesia increased by 3.15% (Rizaty, 2023, p. 1). This shows that the use of Instagram in Indonesia as social media is very popular. This causes many online jastip entrepreneurs to use Instagram as a means of promoting their business.

As time progresses, the jastip needed by consumers also becomes more diverse. The need for jastip products usually takes the form of jastip tickets to watch concerts, viral skincare, goods originating from abroad, limited edition goods abroad and others. Recently, a very popular jastip business is jastip for purchasing tickets to watch concerts. There are various concepts such as Blackpink, EdSheeran, Vierratale, K-Pop, Coldplay, and many more that have exploded after the pandemic ended (Choirunnisa et al., 2023, p. 258).

Basically, in the online jastip business in purchasing concert tickets via Instagram there are two parties involved who bind themselves to one another, namely the online jastip entrepreneur who in this case has the role of executor or intermediary for the official concert ticket seller and this is what is assumed as intermediate consumers as stated in Article 1 number 2 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) and consumers who use online services to purchase concert tickets, which in this case are referred to as end consumers. or end product users, where the product is the concert ticket itself. Kedua belah pihak yang terlibat dalam penggunaan usaha jastip online ini terikat dalam suatu perjanjian jual beli karena berdasarkan Pasal 1458 KUHPerdara bahwasanya "jual beli itu dianggap sudah terjadi antara kedua belah pihak seketika setelah mencapai sepakat tentang barang dan harga, meskipun barang itu belum diserahkan maupun harganya belum dibayar" (R.,2021, hal. 146). Dapat dilihat juga dari tujuan transaksi itu sendiri sebenarnya sama dengan tujuan dalam jual beli yakni berupa penyerahan barang.

So, this agreement came into being and it can be said to be legally binding on the various parties involved. Binding here means that when consumers have transacted with business actors, then the business actors hand over goods or services according to previous agreements or agreements (Choirunnisa et al., 2023, p. 257). There are rights and obligations in a legal relationship that are bound by an agreement that must be fulfilled and implemented. Thus, the party who experiences losses can sue to obtain compensation if there is a party who is not responsible based on a mutually agreed agreement (Anggraeni & Rizal, 2019, p. 224).

There are several problems that often occur when using online jastip businesses to purchase concert tickets in general, namely in the case of online jastip entrepreneurs themselves not fulfilling their obligations to their consumers. For example, in the form of clear and real fraud or problems related to late requests for refunds for concert tickets which are not even given due to untruths, lack of clarity and dishonesty by business actors in providing information, causing losses to consumers, and so on.

If we look at the provisions on liability regarding losses from business actors to their consumers, it is stipulated in Article 19 paragraph 1 of the Consumer Protection Law which states "business actors are responsible for providing compensation for damage, pollution and/or losses to consumers resulting from consuming goods and/or services produced or traded.". Then, in the special provisions of Article 45A paragraph 1 of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) stipulates that "any person who intentionally and without right spreads false news and "misleading that results in consumer losses in electronic transactions as intended in Article 28 paragraph 1 shall be punished with imprisonment for a maximum of 6 (six) years and/or a fine of a maximum of IDR 1,000,000,000.00 (one billion rupiah)." The rules in this article do not fully provide legal certainty regarding online business actors who violate their obligations to seek compensation.

One example of a problem in using online jastip to purchase concert tickets occurred with a resident

named Ratia who reported suspected fraud by the Instagram account @mbajastip_ to the West Java Regional Police (Polda). Ratia confirmed that she had paid off payments for 64 tickets regularly, from November 2022 to January 2023. She believed this because many people gave good testimonials on the @mbajastip_ account service. However, as many as 64 tickets with a total of IDR 168,000,000.00 (one hundred and sixty eight million rupiah) were never given by the jastip provider @mbajastip_ to their consumers until right on the day of the concert, Saturday, March 11 2023, which was located at the Gelora Bung Main Stadium. Karno, Senayan, Central Jakarta, until Monday, March 13 2023, the concert ticket money has not been returned. Even though Ratia had asked about a month before the concert and reminded @mbajastip_ D-2 before the concert and @mbajastip_ confirmed that the tickets were safe and agreed to do Cash on Delivery (COD) (receiving physical tickets at the concert location) . As a result of not getting concert tickets, he and his friends were left behind because they didn't get clarity. After that, Ratia continued to contact @mbajastip_ to return the ticket money that had been paid and was replied that the ticket money would be refunded. @mbajastip_ asked why Ratia had to report it to the police and was threatened that if she reported it, the ticket money would not be refunded. Ratia is still waiting for the goodwill of the account owner @mbajastip_ (Kurnia, 2023, p. 1).

In order to maintain online jastip business transactions for buying concert tickets via Instagram, this can provide legal protection for consumers' rights to the truth, clarity and honesty of information as well as legal certainty regarding requests for compensation that can be accounted for by online jastip entrepreneurs who do not carry out their obligations. Therefore, from the existing background, researchers are interested in studying it further.

Based on the background explanation above, two problem points can be formulated:

- a. What is the legal responsibility of online delivery service entrepreneurs who default on consumers due to unclear concert ticket information ?
- b. What is the form of legal protection for consumers regarding unclear information by online entrustment service entrepreneurs when purchasing concert tickets via Instagram?

Looking at the problem formulation above, the objectives to be achieved in this research are:

- a. to find out and study or analyze the legal responsibilities of online entrustment service entrepreneurs who default on consumers due to unclear concert ticket information.
- b. to find out and analyze the form of legal protection for consumers regarding unclear information by online entrustment service entrepreneurs when purchasing concert tickets via Instagram.

Apart from the objectives to be achieved, this research also has benefits in contributing ideas to enrich and add to the body of knowledge, especially in the development of legal knowledge related to the legal responsibility of online entrustment service entrepreneurs who default as intermediate consumers due to unclear concert ticket information.

Method

The research method used is normative juridical research, where this type of research is used to examine the implementation of norms in positive law and applicable legal rules (Efendi & Rijadi, 2022, p. 188). The type of approach used is the approach to legal regulations. invitation (the statute approach), conceptual approach (conceptual approach), and fact approach. This research is sourced from legal materials, namely primary legal materials and secondary legal materials, and also tertiary legal materials with the technique for collecting legal materials used is library research, which is carried out through searching various sources from statutory regulations and reviewing journals, books and previous research results originating from existing sources (Adlini et al., 2022, p. 1). Next, the material that has been found will be analyzed using descriptive juridical techniques, namely by describing certain legal conditions or events as

they are (Diantha, 2017, p. 152), as well as analyzing them using qualitative juridical descriptive methods, namely describing and explaining in detail the phenomena which is researched in a coherent and systematic manner.

Results and Discussion

Legal Responsibility of Online Delivery Service Entrepreneurs Who Default on Consumers Due to Unclear Concert Ticket Information

Based on data quoted from CNBC Indonesia news, it was revealed that the online entrustment (jastip) service business has mushroomed in Indonesia. This is proven by the fact that 3.8 million posts on Instagram use the hashtag or what is known as the hashtag (# sign) jastip. This means that approximately 3.8 million Instagram users run the jastip business including the hashtag jastip in their posts (Indonesia, 2019, p. 1). One of the items promoted on jastip that is currently popular is concert tickets.

Jastip's online business to buy concert tickets via Instagram has several advantages for its consumers, especially for young people and the upper middle class who don't have time to buy their own concert tickets and want a more practical and efficient way to buy tickets. However, there are not always only benefits to be gained from using online jastip, this business also has certain weaknesses because the transaction process is carried out online via electronic media and there are no direct face-to-face activities. So this loophole is usually exploited by irresponsible parties.

One of the problems is the weakness of this online jastip business namely when business actors or jastip entrepreneurs cause losses to their consumers due to providing unclear information, which results in default. Default itself is an act of breaking a promise by not carrying out previously agreed obligations. This problem is said to be a default because the online jastip business is based on an agreement, where the online jastip business for purchasing concert tickets via Instagram includes 4 prerequisites for the validity of an agreement as stated in Article 1320 of the Civil Code and also specifically fulfills the conditions for the validity of a contract or agreement. which is carried out electronically based on the provisions in Article 46 paragraph 2 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, namely "there is an agreement between the parties; carried out by competent legal subjects or those authorized to represent them in accordance with the provisions of statutory regulations; there are certain things; the object of the transaction must not conflict with statutory regulations, morality and public order." Therefore, an agreement that is in accordance with the legal prerequisites in an agreement gives rise to legal relationships and consequences and becomes binding on the parties concerned. Thus, giving rise to rights and obligations for both of them.

Business actors are obliged to behave well in carrying out their business activities. Good faith is a form of business actor's obligations. This good faith can be realized through the delivery of clear, honest, and most importantly correct information regarding the condition and guarantee of products and services (Santika & Safrina, 2023, p. 20). In the case experienced by Ratia as mentioned above, the online jastip entrepreneur who purchased concert tickets via Instagram violated the provisions of Article 16 of the Consumer Protection Law that "business actors in offering goods and/or services through orders are prohibited from: a. Failure to fulfill orders and/or agreed completion times as promised; and b.) Not keeping promises regarding services and/or achievements".

If we look back, in the online jastip business system for purchasing concert tickets via Instagram, this problem explains that until the last moment, the form of default committed by the online jastip entrepreneur was not fulfilling any achievements at all, where the achievement referred to here is the handing over of concert tickets from the entrepreneur. jastip online to its consumers. There are several reasons why jastip entrepreneurs cannot fulfill their achievements due to (Setiawan, 2015, p. 19):

- a) Goods that have been destroyed make it impossible to fulfill an achievement;

b) When the submission has an important meaning, the achievement is no longer useful. For example, a delivery will no longer have any meaning if the order for a wedding dress to be worn at a wedding event is not handed over before the wedding is held.

Thus, demanding fulfillment of the agreement or compensation for the agreement can be carried out by the party who feels disadvantaged (Iskandar, 2019, p. 235). This causes jastip entrepreneurs to have a legal responsibility to consumers who experience losses to provide compensation. Business actors are responsible for losses experienced by their consumers due to their own breaches of contract as stated in Article 19 paragraph 1 of the Consumer Protection Law. This provision states "the responsibility of business actors includes: a) Responsibility for compensation for damage; b) Responsibility for compensation for pollution and/or; c) Responsibility for compensation for consumer losses resulting from consuming goods and/or services produced or traded".

Based on this, consumers who experience losses are the responsibility of the business actor. The compensation referred to in this paragraph is explained again in the next paragraph, namely in paragraph 2 which states "compensation can be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or provision of compensation in accordance with regulatory provisions. current regulation".

Consumers can request a refund of concert ticket money with certain terms and conditions when something unexpected happens, such as in the event of a non-compliance with online jastip entrepreneurs. Usually, refunds can be returned in full or the fee for war ticket services can be deducted depending on the conditions of each jastip.

Looking at the responsibilities carried out by jastip entrepreneurs in providing this compensation, the responsibility used is based on absolute responsibility (strict liability) or risk responsibility. This form of responsibility is through an obligation to provide compensation which is imposed on the party who poses the risk of loss, namely the jastip entrepreneur. However, consumers as plaintiffs cannot immediately let go, but the burden of proof is still given, although not as big as that of the defendant. It is enough for consumers who use jastip to prove that there is a cause and effect relationship between the related parties or both parties.

The determination of sanctions as a form of responsibility of business actors towards their consumers is also grouped into several forms, namely sanctions in the form of administrative sanctions such as fines and compensation as well as criminal sanctions such as imprisonment or imprisonment depending on the article that is violated. As for Article 60 of the Consumer Protection Law, it is explained regarding administrative sanctions given to jastip entrepreneurs because requests for refunds have not been fulfilled as a form of compensation given to consumers who experience losses in accordance with the mandate of Article 19 of the Consumer Protection Law. Not only in the Consumer Protection Law, Article 28 paragraph 1 of Law Number 11 of 2008 concerning Information and Electronic Transactions in conjunction with Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (The ITE Law) specifically regulates that conveying information that is not clear, correct and honest in an electronic transaction is also a prohibited act and if it is violated, it will be subject to sanctions as explained in the provisions of article 45A paragraph 1 of the ITE Law, namely "... which results in consumer losses in electronic transactions as intended in Article 28 paragraph 1 shall be punished with imprisonment for a maximum of 6 (six) years and/or a fine of a maximum of IDR 1,000,000,000.00 (one billion rupiah)".

Jastip transactions carried out online using electronic media can make it difficult to carry out execution or take real action when a violation occurs. Therefore, if the jastip entrepreneur not only provides unclear information to his consumers, but there is already an element of real deception and there is a series of lies that can be proven so that the information provided is incorrect from the start of the transaction and misleads his consumers, which results in defective will in the form of fraud in the agreement made, as is the definition of fraud as stated in Article 1328 of the Civil Code. If that is the case, then you can also be subject

to criminalization according to a special law, namely Article 28 paragraph 1 concerning the ITE Law.

Forms of Legal Protection for Consumers for Unclear Information by Online Entrustment Service Entrepreneurs in Purchasing Concert Tickets via Instagram

The online entrustment service business (jastip) is in principle an online buying and selling agreement that utilizes electronic media with Instagram as social media which is a means of promoting goods or services for jastip entrepreneurs. Usually, the things that are promoted when opening offers on Instagram are what types of goods or tickets can be ordered, costs, how to order, and so on. However, ordering and payment transactions are usually provided using a separate website by clicking the link in the bio of each jastip account.

Looking further, according to the Director General of Domestic Trade (Director General of PDN) Ministry of Trade explained that currently Instagram is still in the process of applying for a permit as social commerce (Rizky, 2023, p. 1). Based on the provisions in Article 1 paragraph 17 of the Regulation of the Minister of Trade of the Republic of Indonesia (Permendag) Number 31 of 2023 concerning Business Licensing, Advertising, Development, Supervision of Business Actors in Trading via Electronic Systems, "social commerce is a social media organizer that provides features, menus and /or certain facilities that enable traders to place offers for goods and/or services." So, it is true that currently Instagram can only be used by Jastip entrepreneurs as a medium for promotion, but not for carrying out payment transactions at the same time.

The online jastip business for purchasing concert tickets via Instagram itself involves two parties in the transaction, namely the jastip entrepreneur as the seller and the consumer as the buyer, so this agreement can be called a sales and purchase agreement. It is explained in the provisions of Article 1457 of the Civil Code that "sale and purchase is an agreement, whereby one party binds himself to hand over an object, and the other party to pay the price that has been promised". Therefore, the elements of sale and purchase contained in the definition have been fulfilled and the parties involved have a legal relationship, thus creating obligations and rights that must be fulfilled between the two parties involved.

In essence, jastip entrepreneurs are also consumers of official concert ticket sellers who are referred to as intermediate consumers. However, in the case of the online jastip business for purchasing concert tickets via Instagram, online jastip users are the end consumers in this transaction. Jastip consumers only make transaction agreements with their jastip entrepreneurs, while jastip parties usually use their own names to buy tickets that will be given to their consumers. Thus, the transaction that occurs is based on an agreement that is executed only between the consumer who uses the online jastip business who is referred to as the final consumer or buyer and the jastip entrepreneur who acts as a concert ticket seller. It is the final consumer or buyer whose legal protection will be discussed in this discussion.

A sale and purchase agreement that occurs and is valid certainly results in a legal relationship which gives rise to obligations and rights between the various parties involved as well as legal consequences in order to create legal protection if consumers feel their rights have been harmed in the course of the transaction. One of the problems that causes losses for consumers using online jastip due to unclear information regarding concert tickets is when there is a default by the jastip entrepreneur. As was the case experienced by a resident named Ratia who was described above. Therefore, in addition to the accountability that can be given to jastip entrepreneurs who violate their obligations, it is necessary to provide legal protection for all consumers who feel that their rights have been harmed due to the breach of contract committed by the jastip entrepreneur due to unclear information provided regarding the condition of concert tickets that have been purchased agreed.

According to Philipus M. Hadjon, the legal protection provided to consumers is divided into 2 types, including (Philipus M. Hadjon. 1987: p.14):

Preventive legal protection.

The preventive legal protection referred to here is a form of legal protection provided so that the public has the opportunity to convey complaints, objections or disagreements before a government decision takes definite form with the aim of preventing a violation from occurring. In connection with legal protection for consumers against unclear information by online jastip entrepreneurs when purchasing concert tickets via Instagram, this protection is provided in the form of the creation of Article 4 of Law Number 8 of 1999 concerning Consumer Protection, where the law regulates the rights of consumers. a person's rights as a consumer. In particular, Article 4 letters c and h, namely the consumer's right to obtain clear, correct and honest information as well as receive compensation and compensation.

Preventive legal protection is also provided in the form of guidance and supervision that has been regulated in Articles 29 to 30 of Law Number 8 of 1999 concerning Consumer Protection. Article 29 of the Consumer Protection Law explains that "the government is responsible for providing guidance that can guarantee the rights of consumers and business actors and the implementation of the obligations of consumers and business actors." In Article 29 of the Consumer Protection Law, the government's role in providing guidance in terms of consumer protection as specified is intended to guide consumers in obtaining their personal rights (Ranto, 2019, p. 60).

Article 30 of the Consumer Protection Law also carries out supervision as a form of preventive legal protection for consumers who are harmed by purchasing concert tickets via online jastip on Instagram. The supervision mentioned in the Consumer Protection Law is the supervision and implementation of statutory provisions carried out by the government, the community and non-governmental consumer protection institutions (LPKSM). The government, community and LPKSM work together to monitor deviant matters regarding goods and/or services that can harm consumers.

Repressive legal protection

Repressive legal protection is a form of legal protection whose purpose is to be used as a form of dispute resolution. Legal provisions must ensure that consumers can resolve disputes in a fair and affordable manner and obtain compensation (Shaik & Poojasree, 2021, p. 22). Legal protection to resolve this dispute itself can be carried out through court or litigation and outside court or non-litigation. This is similar to the provisions contained in Article 45 paragraph 2 of the Consumer Protection Law that "consumer dispute resolution can be achieved in two ways, namely through court or outside court based on the voluntary choice of the parties to the dispute".

A dispute resolution on electronic transactions is specifically regulated in Article 38 of the ITE Law which states that "any person can file a lawsuit against a party that operates an electronic system and/or uses information technology which results in losses" is also further regulated in 39 paragraph 1 "civil lawsuits are carried out in accordance with legislation". Apart from filing a civil lawsuit, Article 39 paragraph 2 of the Consumer Protection Law also explains that parties can use arbitration, or a preferred dispute resolution institution as stipulated in the law (Saputra et al., 2022, p. 29). One of them is the government's efforts to form a Consumer Dispute Resolution Agency (BPSK). BPSK is a special institution regulated and formed in accordance with the Consumer Protection Law. BPSK's main task is to resolve disputes or disputes between consumers and business actors (Samosir, 2018, p. 1).

Article 52 of the Consumer Protection Law explains that BPSK has the authority and duties which have been stipulated, one of which is in letter a, namely "to handle and resolve consumer disputes by means of mediation or arbitration or conciliation"

Conclusion

The legal responsibility carried out by online jastip entrepreneurs to buy concert tickets via Instagram when committing a form of default to their consumers due to unclear concert ticket information, namely not carrying out performance at all, is given absolute liability (strict liability). The form of responsibility is to

provide compensation in the form of a refund which is charged to the party who poses the risk of loss, namely the jastip entrepreneur. Although, consumers don't necessarily want to give up, they only need to prove that there is a causal relationship between the two of them as seller and buyer. By providing accountability for violations by online jastip entrepreneurs, stronger legal protection is created for consumers who feel disadvantaged, where legal protection for consumers who are disadvantaged by unclear concert ticket information by jastip entrepreneurs can be in the form of preventive or repressive.

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