

## Marketplace Responsibility In Electronic Transactions

Rofiq Nurudin<sup>1)</sup>, Irma Maulida<sup>2)</sup>

<sup>1,2)</sup>Legal Studies Program, Faculty of Law, Swadaya Gunung Jati University

\*Corresponding Author

Email: [irma.maulida@ugj.ac.id](mailto:irma.maulida@ugj.ac.id)

---

### Abstract

*The rapid development of marketplaces as digital business actors in electronic transactions has significantly increased technology-based economic activities in Indonesia. However, the dominance of standard form contracts that are unilateral and exclusionary has created an imbalance in bargaining positions between business actors and consumers. This study focuses on examining how the construction of marketplace liability as digital business actors is formulated in electronic transaction agreements, as well as evaluating the effectiveness of the consumer protection legal regime in Indonesia in regulating such practices comprehensively. The findings indicate that, normatively, the legal framework through the Consumer Protection Law, the Electronic Information and Transactions Law, and their implementing regulations has regulated the prohibition of liability limitations and the obligations of electronic system providers. However, in practice, marketplaces tend to utilize standard clauses to shift risks to sellers and consumers, resulting in a deviation between norms (das sollen) and practice (das sein). Moreover, the factual role of marketplaces, which includes controlling transaction systems, managing funds, and determining dispute resolution mechanisms, demonstrates that marketplaces can no longer be positioned as passive intermediaries. Rigid and incomplete consumer protection often results in unfair compensation. This situation demands reforming marketplace accountability through stronger regulations, limiting conditions that harm consumers, and providing an independent dispute resolution system for fairness.*

**Keywords:** *Marketplace, Consumer Protection, Electronic Transactions*

---

## INTRODUCTION

The development of information and communication technology has driven fundamental changes in trade practices, particularly through the use of marketplaces as a means of electronic transactions (Rachmadi Usman, 2016). Marketplaces serve not only as a meeting place for sellers and buyers, but have evolved into digital business entities that regulate the entire transaction ecosystem, from payment mechanisms and delivery to dispute resolution. This practice establishes a legal relationship between consumers and marketplace businesses through standard electronic agreements unilaterally established by the platform organizer (Azhar Nasution, 2014). Standard electronic agreements form the basis of the legal relationship between consumers and marketplace businesses, where terms and conditions are unilaterally determined by the platform without negotiation from the consumer. Clauses in these agreements often include limitations on the marketplace's liability for system failures, late deliveries, non-conforming goods, and the transfer of responsibility to the seller. Consumers, as recipients, are only given the option to "agree or disagree" without the opportunity to negotiate the terms of the agreement. This situation creates a significant imbalance in bargaining power between consumers and marketplaces, leaving consumers vulnerable to losses that are difficult to prosecute legally.

In practice, this law raises questions regarding the marketplace's responsibility to consumers. On the one hand, marketplaces derive direct economic benefits from each transaction they facilitate, while on the other hand, consumer protection is guaranteed by Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 18 of the UUPK states that business actors are prohibited from including clauses that reduce or limit their responsibilities or place consumers in an unequal position. Furthermore, Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and its implementing regulations stipulate that electronic

system operators are required to maintain platform reliability, security, and accountability so that transactions can proceed legally and fairly.

In reality (*das sein*), marketplace transaction practices often place consumers in a vulnerable position, resulting in losses in the form of goods that do not match the description, late or failed deliveries, unilateral transaction cancellations, and ineffective refund mechanisms (Shidarta, 2019). Many incidents show consumers facing difficulties in filing objections or obtaining compensation because the dispute resolution process is entirely under the marketplace's internal policies (Munir Fuady, 2017). Legal protection for consumers is a crucial issue. Consumers have the right to receive services in accordance with the agreement and fair compensation when violations occur (Ahmadi Miru & Sutarman Yodo, 2017).

Marketplace agreements generally take the form of standard contracts with a take it or leave it nature (Mudakir Iskandar, 2018). Consumers have no room to negotiate the terms of the agreement. Several clauses, particularly those limiting the liability of digital businesses, often absolve marketplace operators from responsibility for seller actions or electronic system failures (Munir Fuady, 2016). This situation reflects an imbalance in bargaining power between digital businesses and consumers. This imbalance is exacerbated by low levels of legal literacy and consumer digital literacy.

Marketplace practices demonstrate a tendency to position themselves as intermediaries. Economic profit is still derived from each facilitated transaction. Consumer losses are often followed by the transfer of full legal responsibility to the seller. Marketplace protection for consumers is inadequate (Shidarta, 2019).

In contrast to these factual conditions, normatively (*das sollen*), Indonesian law has provided a fairly comprehensive consumer protection framework. Law Number 8 of 1999 concerning Consumer Protection affirms that consumers have the right to comfort, security, safety, and the right to receive compensation or redress if they experience losses due to the use of goods and/or services. Article 18 of the Consumer Protection Law expressly prohibits businesses from including standard clauses that transfer or limit the business actor's responsibilities, as well as clauses that place consumers in an unequal position.

The Electronic Information and Transactions Law, along with Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, requires electronic system providers to guarantee the reliability, security, and accountability of the systems they use. This context positions marketplaces beyond mere technical intermediaries. Marketplaces are understood as digital business actors who bear legal responsibility for the transactions they facilitate.

Practice shows that these normative provisions have not been optimally implemented. There is still a visible discrepancy between the objectives of consumer protection as mandated by laws and regulations and the practices of agreements and internal policies of marketplaces. This gap indicates the existence of legal problems and requires further study (Usman & Rachmadi, 2016). Several previous studies have examined consumer protection in electronic transactions. Az. Nasution emphasized that the imbalance of information and bargaining power are the main roots of weak consumer protection in modern transactions. Shidarta, in his study of standard clauses, stated that standard agreements often serve as a tool for businesses to unilaterally limit their responsibilities. Other studies discussing e-commerce and marketplaces generally focus on compliance with the ITE Law or seller responsibilities, without examining in depth the role of marketplaces as entities that establish standard agreements and derive direct economic benefits from transactions.

Several studies have focused more on the technical aspects of electronic transactions or personal data protection. The relationship between marketplace agreement clauses and consumer protection principles as stipulated in the Consumer Protection Law has not been comprehensively examined. This situation indicates a research gap in the limited number of studies specifically

analyzing digital business actors' responsibilities through marketplace agreements from a consumer protection law perspective (Agustina Rosa, 2015).

These empirical facts demonstrate a gap between consumer protection guaranteed by law and the practices of e-contracts implemented by marketplaces. Consumers are often in a vulnerable position, while marketplaces have internal mechanisms and standard clauses that limit liability. Therefore, it is crucial to examine the accountability of marketplaces as digital business actors towards consumers, particularly in the context of e-contracts and standard clauses, in order to provide clearer and fairer legal recommendations.

This research aims to fill the research gap between the actual conditions of marketplace transactions and normative legal provisions. The focus of this research is to analyze the form, scope, and limits of marketplace liability towards consumers in electronic agreements. The research findings are expected to provide theoretical contributions to the development of consumer protection law in the digital era, as well as practical guidance for marketplace operators in formulating fair and balanced agreements and dispute resolution mechanisms.

## RESEARCH METHODS

This research is normative legal research, aiming to examine and analyze the legal norms governing consumer protection in marketplace agreements. This research focused on examining statutory provisions, legal principles, and legal doctrines related to the responsibilities of digital business actors in electronic transactions. The approaches used in this research include:

- a. Statute approach, namely by examining relevant laws and regulations, including Law Number 8 of 1999 concerning Consumer Protection, the Law on Information and Electronic Transactions, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions.
- b. Conceptual approach, namely by examining the legal concepts and doctrines that have developed in the legal literature related to consumer protection, standard agreements, and the responsibilities of digital business actors.
- c. Case approach, namely by analyzing cases of violations of responsibility by digital business actors in the marketplace that are relevant to the research object.

This research is descriptive-analytical in nature, namely systematically describing the legal regulations regarding consumer protection in marketplace agreements, while also analyzing the conformity between normative provisions and their implementation practices, particularly regarding violations of digital business actors' responsibilities

## RESULTS AND DISCUSSION

This study uses a qualitative approach with in-depth interviews with three sources with professional competence and experience in legal practice: an advocate, a notary/PPAT, and an academic. These interviews aimed to explore the views of legal practitioners regarding the effectiveness of legal instruments in e-commerce transactions, particularly regarding the role of marketplaces as providers of joint account services (rekber) and legal protection for consumers.

### **Interview Results with Advocate**

An interview with Muhammad Ali Rapsanjani, SH, an advocate at PERADI Indonesia, revealed that marketplaces within the e-commerce system essentially provide a transaction security mechanism through a joint account (rekber) (M. Ali Rapsanjani, 2026). This system is theoretically designed to ensure the security of transactions between sellers and buyers, with funds only being transferred to the seller after the buyer confirms that the goods have been

received and are in accordance with the law. However, according to the advocate, the effectiveness of this mechanism has not yet fully provided optimal legal protection. This is due to several factors, including:

- a. Double standards in the application of e-commerce regulations, where normatively the agreement has been determined unilaterally by the marketplace, but supervision of its implementation is still weak.
- b. *Marketplace* tends to be commission-oriented, so that the legal protection aspect for sellers and buyers has not become a top priority.
- c. There is no clear and uniform product standard, so it has the potential to harm consumers if the goods received do not match the description.

The source emphasized that legally, e-commerce agreements should adhere to Article 1330 of the Civil Code concerning the competence and protection of the parties to the agreement. Marketplaces should not merely act as transaction facilitators but also have a moral and legal obligation to monitor traded products and ensure compliance with certain standards to protect consumers.

### **Results of Interview with Notary**

An interview with Aziz Rachma, SH, M.Kn, Notary and Land Deed Official (PPAT), revealed a relatively critical view of the agreement structure in e-commerce transactions (Ahmad Rivaldi, 2026). The interviewee stated that agreements in the marketplace are entirely regulated by the marketplace through standard agreements. Consumers and sellers are left with a "take it or leave it" position, with no room for negotiation.

Some important findings from this interview include:

- a. The absence of strong and integrated regulations means that consumers are often confused about the complaint mechanism and which institution is authorized to handle e-commerce disputes.
- b. The role of the notary is not directly involved, because the e-commerce agreement is not made in the form of an authentic deed and is not within the scope of the notary's authority.
- c. E-commerce agreements are unilateral contracts, where the buyer is not considered an equal party in the agreement, but only as a user of the service.
- d. There is no definite and simple legal instrument that clearly regulates the legal relationship between sellers, buyers and the marketplace.

The resource person also emphasized that the main challenge in e-commerce consumer protection is the absence of a clear and easily accessible complaint body or mechanism, so that consumers do not know where to report when they experience losses.

### **Interview Results with Academics**

Results of the interview with Dr. Rois Harliyanto., SH., M.Kn, Lecturer at Swadaya Gunung Jati University, Faculty of Law, reviewed from the substance of the legal relationship that arises, consumer protection through marketplace agreements in practice still shows a formalistic tendency (Rois Harliyanto, 2026). This protection generally stops at fulfilling the requirements for the validity of the agreement as regulated in Article 1320 and Article 1338 of the Civil Code, without adequately reflecting the principles of justice, balance, and legal certainty for the parties. This view is in line with the opinion of Dr. Rois Harliyanto, SH, M.Kn., who stated that the agreement is the main foundation for the formation of legal relations between the marketplace, sellers, and consumers in the operation of digital platforms. However, in practice, these agreements are almost entirely in the form of standard agreements formulated unilaterally by the marketplace organizer. As a result, although the agreement is valid and legally binding, its substantial content does not fully provide proportional protection for consumer rights.

Consumer legal protection through marketplace agreements has not been optimal due to the strong dominance of standard clauses that limit or even shift marketplace responsibilities to sellers. Furthermore, consumers' bargaining position is weak because they are only given the

option to accept or reject the agreement without any room for negotiation. Furthermore, the presence of exoneration clauses in marketplace agreements has the potential to violate Article 18 of the Consumer Protection Law. This combination of factors results in the legal protection provided through agreements being more procedural and formal in nature, but not reflecting substantive justice for consumers.

Empirically, consumers are subordinated in terms of information control, bargaining power, and access to dispute resolution mechanisms. Meanwhile, marketplaces, in practice, often still position themselves as passive intermediaries, despite their significant role in fact, including managing payment systems, controlling and processing consumer data, and determining refund and dispute resolution mechanisms. This situation indicates a mismatch between the marketplace's actual role and its legal responsibility. Therefore, more stringent and specific regulations are needed to emphasize the marketplace's position as a digital business actor with direct legal responsibility, preventing it from easily abdicating its consumer protection obligations.

Consumer legal protection in e-commerce transactions ultimately tends to be reactive, meaning it only comes into effect after a dispute has arisen, and even then, it doesn't always guarantee fair redress for consumer losses. Regulations regarding refunds and compensation outlined in internal platform policies often favor the marketplace over consumers. As a result, available protection focuses more on internal platform resolution mechanisms than on enforcing consumer rights through independent and impartial legal mechanisms. This situation further emphasizes the urgency of strengthening marketplace accountability as digital business actors, as well as the need for regulatory reforms that firmly prioritize consumer interests within the e-commerce ecosystem.

### **Conclusion of Interview Results**

Interviews with advocates, notaries, and academics concluded that consumer legal protection in e-commerce transactions through marketplaces has not been implemented effectively and comprehensively. Although marketplaces have normatively provided transaction security mechanisms, such as the use of joint accounts (rekber) and the regulation of digital agreements, these mechanisms have not been able to provide substantive and equitable legal protection for consumers.

From an advocate's perspective, joint accounts are primarily intended as a transaction security tool. However, their effectiveness depends heavily on the marketplace's active oversight of sellers and the products they sell. Weak oversight, the absence of clear product standards, and the marketplace's tendency to be more commercially oriented indicate that consumer protection has not been a top priority. Therefore, the joint account mechanism is more technical and administrative in nature and does not fully address legal protection.

The notary's perspective emphasizes the weaknesses of the agreement structure in marketplace transactions. E-commerce agreements are entirely drafted unilaterally by the marketplace in the form of standard agreements, leaving consumers and sellers with no room for negotiation. The consumer's position, viewed solely as a service user, creates an unbalanced and unilateral legal relationship. Furthermore, the lack of strong, integrated regulations and a clear complaints body often leaves consumers confused when seeking their rights. This situation demonstrates that the consumer protection system in e-commerce still has significant structural gaps.

Academics' perspectives indicate that consumer legal protection through marketplace agreements remains formalistic. While the validity of the agreements is met in accordance with Articles 1320 and 1338 of the Civil Code, the substance of the agreements does not fully reflect the principles of justice, balance, and legal certainty. The dominance of standard clauses, the weak bargaining position of consumers, and the existence of exoneration clauses that potentially

conflict with Article 18 of the Consumer Protection Law (UUPK) result in existing legal protection being more procedural than substantive.

Overall, the interview results indicate a discrepancy between the marketplace's dominant factual role, particularly in managing payments, controlling consumer data, and determining refund and dispute resolution mechanisms, and its legal responsibility, which tends to be positioned as a passive intermediary. Consequently, consumer legal protection in e-commerce transactions is reactive, meaning it only comes into play after a dispute has arisen, and in many cases fails to guarantee fair redress for consumer losses.

It is concluded that consumer legal protection in the marketplace ecosystem still requires serious strengthening, both through affirming the marketplace's responsibilities as a digital business actor, refining regulations to be more specific and firm, and establishing a complaint and dispute resolution mechanism that is independent, transparent, and easily accessible to consumers. This conclusion serves as an important basis for further analysis of the effectiveness of consumer protection laws and the formulation of policy recommendations in this study.

## Discussion

### Marketplace Responsibilities as Business Actors

The responsibility of marketplaces as business actors is a central issue in efforts to achieve effective consumer legal protection in e-commerce transactions. From the perspective of legal responsibility theory, every legal entity that obtains economic benefits and has control over an activity that has the potential to cause harm is obliged to bear the legal consequences of that activity. According to Abdulkadir Muhammad, legal responsibility is the legal consequence of a violation of legal obligations that results in harm to another party, whether based on error or the risks inherent in a business activity (Abdulkadir Muhammad, 2010).

The results of this study indicate a discrepancy between the actual role of marketplaces in practice and the normative claims often made by platform operators. Marketplaces often position themselves as passive intermediaries that merely provide a means for transactions, but in reality, marketplaces have significant control over the entire electronic transaction process. Within the framework of the theory of fault liability as stipulated in Article 1365 of the Civil Code, this control and authority give rise to a duty of care, which, if violated, can result in legal liability.

*Marketplace* In practice, marketplaces not only provide a meeting space for sellers and buyers, but also determine the terms and conditions of service use, regulate transaction flows, manage payment systems through joint accounts, and establish dispute resolution mechanisms. Furthermore, marketplaces derive direct economic benefits through commissions or service fees from each transaction occurring on the platform. These facts demonstrate that marketplaces play an active and dominant role in e-commerce transactions, thus legally qualifying them as business actors.

This view aligns with the lawyer's statement, which emphasized that marketplaces should not solely focus on receiving commissions but also be responsible for protecting consumers and sellers within their ecosystem. Marketplaces have the authority to determine who can be sellers, what products can be traded, and how transactions are executed. Therefore, marketplace responsibilities should include oversight of sellers and products, not simply the provision of technical support. However, in practice, marketplaces often limit their legal liability through standard clauses stating that all transaction risks are borne by the seller and buyer.

*Marketplace* placing itself outside the primary legal relationship under the pretext of being a technology platform provider (M. Rizki, et.al., 2025). This strategy raises legal issues because it is inconsistent with the reality that marketplaces have extensive control over the course of transactions and derive economic benefits from them. The notary's statement reinforces this finding by highlighting that marketplace agreements are generally unilateral and unbalanced, where consumers and sellers can only comply with the terms set by the platform. In this type of agreement structure, the marketplace positions itself as the dominant party, while legal liability

is minimized through limitation of liability clauses. As a result, when disputes arise, marketplaces tend to absolve themselves of legal liability and shift the burden of resolution to the seller.

This situation demonstrates an imbalance between marketplace authority and responsibility. On the one hand, marketplaces have broad authority to regulate transactions and generate economic benefits; on the other hand, their legal responsibility for consumer losses is limited. This imbalance contradicts the principles of fairness and consumer protection, which require a proportionality between the benefits received and the responsibilities borne by business actors.

Marketplaces' responsibilities as business actors must be understood comprehensively, encompassing preventive responsibilities through product monitoring and standards, repressive responsibilities through fair dispute resolution mechanisms, and legal liability for consumer losses. Affirming these responsibilities is a key prerequisite for effective consumer legal protection in the e-commerce ecosystem.

Interview results indicate that marketplaces have an ambiguous legal standing. While they claim to be merely platform providers, they also determine transaction terms and conditions, manage funds through joint accounts, and charge commissions on each transaction. This position positions marketplaces not merely as intermediaries but also as parties with significant control over the transaction process. Therefore, marketplaces' legal responsibilities should not be limited to the technical aspects of providing applications but should also encompass consumer protection as part of the legal relationship arising from electronic transactions.

From a civil perspective, the legal relationship between marketplaces, sellers, and consumers remains subject to the provisions of Article 1320 of the Civil Code concerning the requirements for a valid agreement, which include agreement between the parties, capacity, a specific object, and a lawful cause. Although a marketplace agreement formally meets the requirements for a valid agreement, fulfilling the formalities does not necessarily guarantee fair and balanced legal protection for consumers, especially if the substance of the agreement is dominated by standard clauses formulated unilaterally by the marketplace.

The advocate's view that emphasizes the need for supervision of traded products is in line with the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code, which emphasizes that every agreement must be implemented in good faith. Marketplaces that unilaterally determine transaction terms and conditions, but are not accompanied by substantial supervision of products, sellers, or dispute resolution mechanisms, have the potential to violate the principle of good faith.

The position and responsibilities of marketplaces must also be analyzed based on Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 19 of 2016. The ITE Law emphasizes the obligation of electronic system providers to provide reliable, secure systems and be responsible for the operation of the electronic systems they manage. Therefore, marketplaces, as electronic system providers, cannot completely absolve themselves of responsibility for consumer losses arising from system failures, weak supervision, or internal platform policies that harm consumers.

Based on this normative construction, the marketplace's claim to be merely an intermediary is not entirely legally justifiable. The marketplace's actual role, which includes controlling transaction systems, managing funds, and establishing internal policies, demonstrates that it holds the status of a digital business actor that should bear proportionate legal responsibility for consumer protection in e-commerce transactions.

According to a notary, e-commerce agreements are standard and unilateral, placing consumers in a vulnerable position. Consumers are not treated as legal entities with equal standing, but merely as service users (Munir Fuady, 2017).

This situation has implications for weak legal protection for consumers, especially when disputes arise (M. Darus Badruzaman, 2014). Consumers are often bound by standard clauses that limit the marketplace's responsibilities, making it difficult to enforce their rights.

This situation is normatively contrary to the spirit of the Consumer Protection Law, which emphasizes a balanced position between businesses and consumers (Ahmadi Miru & Sutarman Yodo, 2017). However, in practice, existing regulations have not been able to address the complexity of legal relations in the e-commerce ecosystem, so more specific and firm regulations are needed regarding the responsibilities of marketplaces as digital business actors. These regulations need to explicitly emphasize that marketplaces not only act as intermediaries but also are responsible for the transactions they facilitate, particularly regarding consumer protection, complaint mechanisms, and compensation. Furthermore, the government needs to establish or designate an e-commerce dispute resolution mechanism that is integrated, fast, and easily accessible to consumers, to avoid confusion regarding the authorized institution to handle digital transaction disputes.

### **Effectiveness of Legal Instruments for E-Commerce Consumer Protection**

*Marketplace* In the context of consumer protection, digital businesses should be viewed as responsible for ensuring transaction security, information clarity, and fair dispute resolution mechanisms. This responsibility is not only contractual but also legal and social, given the strategic position of marketplaces in shaping community transaction patterns. Without clear regulations regarding marketplace responsibilities, consumer protection will continue to depend on internal platform policies that do not always align with the principle of fairness. Therefore, this study emphasizes the urgency of affirming the legal position of marketplaces as business actors who cannot easily abdicate their responsibilities through standard clauses (Shofiy Zulfah, et.al., 2026). This affirmation is crucial to ensure that marketplaces are held accountable for consumer losses arising from the transactions they facilitate.

Both advocates and notaries agree that the effectiveness of legal instruments in e-commerce transactions is still suboptimal. The main problems lie in:

- a. Regulatory fragmentation, where regulations are spread across various regulations without a single comprehensive legal instrument.
- b. There is no integrated complaints mechanism that can be easily accessed by consumers.
- c. Lack of law enforcement, especially against marketplaces that are negligent in carrying out consumer protection obligations.

Regulatory updates are needed that emphasize marketplace responsibilities, clarify complaint mechanisms, and strengthen the position of consumers as equal legal subjects in e-commerce transactions.

Based on interviews with advocates and notaries, it can be concluded that consumer legal protection in e-commerce transactions through marketplaces has not been implemented effectively and comprehensively, despite the existence of various legal instruments that regulate it. This situation indicates a gap between legal norms (*das sollen*) and the reality of implementation on the ground (*das sein*).

*Marketplace* Normatively, joint accounts (*rekber*) are often positioned as the primary instrument of consumer protection. *Rekber* is understood as a mechanism that guarantees transaction security by holding the buyer's funds until confirmation of receipt of the goods (Shinta Dewi, 2023). Conceptually, this system does provide initial protection against the risk of fraud (Ahmadi Miru & Sutarman Yodo, 2018). However, as advocates emphasize, the *rekber* mechanism is essentially only administrative and technical, not substantive legal protection.

Advocates state that the effectiveness of escrow services depends heavily on the marketplace's active role in monitoring sellers and the products they sell. Without clear product standards, strict seller verification, and quality control of goods in circulation, consumers remain vulnerable (M. Darus Badruzaman, 2014). Simply withholding funds does not necessarily

prevent consumer losses, especially in cases of defective goods, items that do not match the description, or those exploiting procedural loopholes by unscrupulous sellers. This demonstrates that consumer protection in marketplace transactions cannot be reduced solely to payment mechanisms but must encompass preventive oversight and structural marketplace responsibility.

Advocates emphasize that marketplaces should not merely act as a party collecting a commission from each transaction, but also as an entity legally responsible for the security and fairness of the transactions they facilitate. Without adequate oversight, marketplaces have the potential to become a means of distributing goods that harm consumers, while legal responsibility is entirely shifted to the seller.

This view is reinforced by a notary's statement highlighting the weak legal position of consumers within marketplace agreement structures (Munir Fuady, 2016). In practice, the legal relationship between marketplaces, sellers, and consumers is established through standard agreements unilaterally drafted by platform providers. Consumers are not positioned as equal parties in the agreement, but rather simply as application users faced with the choice of "agreeing or not to use the service" (Shinta Dewi, 2016). As a result, consumers often lack the space to negotiate or fully understand the legal consequences of the agreements they enter into. Many clauses in marketplace agreements limit or even shift the marketplace's responsibility to sellers, including for consumer losses. Under these conditions, when a dispute arises, consumers are in a weak position because their legal basis is very limited, while the marketplace seeks protection behind these standard clauses.

Legally, a standard agreement remains valid and binding as long as it meets the provisions of Article 1320 and Article 1338 of the Civil Code. However, the formal validity of an agreement does not automatically guarantee substantial justice for the parties (Sutan Remy Sjahdeini, 2019). Standard clauses that limit marketplace liability have the potential to conflict with consumer protection principles, particularly as stipulated in Article 18 of the Consumer Protection Law, which prohibits exoneration clauses that harm consumers.

The substance of the legal relationship formed, consumer legal protection through marketplace agreements is generally still formalistic, namely limited to fulfilling the elements of legal validity of the agreement, without fully reflecting the principles of justice, balance, and legal certainty (Ahmadi Miru & Sutarman Yodo, 2018). In fact, consumers are in a subordinate position, both in terms of information control, bargaining power, and access to dispute resolution mechanisms. Therefore, consumer legal protection in e-commerce transaction practices tends to be reactive, namely only functioning after a dispute arises, and in many cases is not able to guarantee fair recovery of losses.

The available protections and mechanisms focus more on internal platform resolution than on enforcing consumer rights through independent legal instruments. This situation underscores the urgency of strengthening marketplace accountability as digital business actors, as well as the need for regulatory reforms that prioritize consumer interests within the e-commerce ecosystem.

### **Complaint Resolution and Legal Dispute Resolution for Marketplace Transactions**

One of the most crucial findings of this study is the lack of a clear, integrated complaint and dispute resolution mechanism that provides legal certainty for consumers in e-commerce transactions through marketplaces. Interviews with notaries revealed that consumers who experience losses are often confused about the appropriate complaint channels. Consumers are unsure whether to report their problems to the marketplace as the platform operator, to the seller as the direct participant in the transaction, to consumer protection agencies, or even to law enforcement.

This confusion reflects a structural gap in the consumer legal protection system in the e-commerce sector. Although various regulations govern consumer protection and electronic transactions exist, in practice, a simple, coordinated, and easily accessible dispute resolution

mechanism remains unavailable. Consequently, consumers' rights to fair and effective dispute resolution, as guaranteed by law, are not fully realized.

Within its operational authority, marketplaces maintain internal complaint mechanisms as a means of resolving disputes between sellers and buyers (Rayhan MA & Ariawan G, 2025). However, these mechanisms fundamentally fall short of the principles of fair and independent dispute resolution. All stages of a complaint, from determining procedures and evaluating evidence to making a final decision, are entirely under the marketplace's control. This situation creates a potential conflict of interest, as the marketplace acts not only as a dispute facilitator but also as a business actor with a direct economic interest in the disputed transaction. As a result, consumer rights protection is at risk of being diminished, and dispute resolution tends to prioritize the platform's interests over the principles of fairness and legal certainty for consumers. Second, decisions made through internal marketplace mechanisms lack external legal binding force. This means that if consumers feel aggrieved by a marketplace decision, there is no clear and effective avenue for appeal. This situation weakens consumers' position because dispute resolution depends entirely on the platform's internal policies, rather than on the principles of fairness and legal certainty.

Third, internal marketplace complaint procedures are often complex and formalistic, with deadlines, evidence requirements, and standards of proof that are difficult for ordinary consumers to meet. In many cases, consumers face complicated and time-consuming procedures, even though the losses they experience are relatively small. This leads consumers to choose not to pursue complaints, believing they are not worth the time and effort.

This situation is exacerbated by the absence of a dedicated institution or agency to comprehensively handle e-commerce disputes. Existing consumer dispute resolution institutions have not been specifically designed to address the complexities of digital transactions, which involve cross-regional, electronic systems, and standard platform-based agreements. As a result, e-commerce dispute resolution tends to be fragmented and does not provide adequate legal certainty for consumers.

The impact of this weak complaint and dispute resolution mechanism is a low level of consumer courage in demanding their rights. Many consumers choose to accept losses without further legal action because they consider the complaint process ineffective and does not guarantee recovery (Edmon Makarim, 2015). This situation indirectly creates what can be called structural impunity, namely a condition in which irresponsible business actors or sellers do not receive proportional sanctions due to a lack of complaints and weak law enforcement.

This structural impunity has the potential to damage the entire e-commerce ecosystem. Without an effective and equitable complaint mechanism, harmful consumer practices such as fraud, non-delivery of goods, and neglect of post-transaction responsibilities will continue to recur. This not only harms consumers but also undermines public trust in marketplaces as a safe and reliable means of transaction.

The problematic complaint and dispute resolution mechanisms in e-commerce transactions demonstrate that consumer legal protection is not yet supported by an adequate institutional and procedural system. Policy reforms are needed that emphasize the establishment of simple, transparent, independent, and legally binding dispute resolution mechanisms, so that consumers are no longer left in a confused and vulnerable position when experiencing losses in marketplace transactions.

Marketplaces are required to allocate a portion of their service fee revenue to establish a special guarantee fund to provide instant consumer protection. This instrument serves as a safety net to recover consumer losses in small claims, which are often outweighed by the costs and energy expended in litigation. With this fund, consumers can obtain assurance of swift redress without having to wait for a protracted verification process between the platform and the seller, thereby maintaining public trust in the integrity of the digital ecosystem.

## CONCLUSION

Based on the results of research and discussions regarding the responsibilities of digital business actors in marketplace agreements, the following conclusions can be drawn:

### Implementation of Marketplace Agreements and Digital Business Actors' Responsibility Mechanisms

In practice, the implementation of agreements in marketplaces is dominated by standard contracts unilaterally drafted by platform providers. These agreements are legally binding on consumers under Articles 1320 and 1338 of the Civil Code, as long as they do not conflict with other laws and regulations. However, in practice, marketplace agreements tend to place consumers in an unbalanced position, as they are only given the option to accept or reject the agreement without any room for negotiation.

The position of marketplaces must also be analyzed within the framework of Law No. 11 of 2008 concerning Electronic Information and Transactions, as amended by Law No. 19 of 2016. This law emphasizes that electronic system providers are obligated to provide reliable, secure electronic systems and are responsible for the implementation of the systems they manage. Therefore, marketplaces, as electronic system providers, are not only technically responsible but also legally liable for consumer losses arising from system failures, weak supervision, or internal platform policies that are detrimental to consumers.

Although marketplaces provide joint account mechanisms (rekber), rating systems, and internal complaints, these protections are in practice more technical-administrative in nature and do not fully reflect substantive legal accountability. Marketplaces, in fact, play an active role in transactions, from regulating payment systems and managing consumer data to determining dispute resolution mechanisms. Therefore, it is inappropriate for marketplaces to continue positioning themselves solely as passive intermediaries, as their role and authority have gone beyond the function of mere technology platform providers.

### Effectiveness of Legal Instruments in Protecting Consumers

This study found that the effectiveness of these legal instruments remains limited. These limitations are caused by several main factors, namely:

- 1) lack of supervision of digital business actors and marketplace platforms;
- 2) weak law enforcement against consumer protection violations in the digital realm;
- 3) low legal literacy and consumer digital literacy; and
- 4) the absence of a clear, integrated, and easily accessible e-commerce dispute resolution mechanism.

As a result, consumer legal protection is often merely formal and reactive, and fails to provide legal certainty and fair redress for consumers. This situation demonstrates a gap between legal norms (*das sollen*) and actual practice (*das sein*), particularly in affirming marketplace responsibilities as digital business actors.

## REFERENCES

- Agustina, Rosa. *Unlawful Acts*. Jakarta: Postgraduate Program, Faculty of Law, University of Indonesia, 2015, p. 52.
- Agustina, Rosa. *Unlawful Acts*. Jakarta: Postgraduate Program, Faculty of Law, University of Indonesia, 2015, p. 52.
- Athallah, Rayhan Mohammad, and Ariawan Gunadi. "Marketplace Responsibility for Consumer Losses in E-Commerce Transactions." *Kertha Semaya: Journal of Legal Studies* 13, no. 2 (2025), p. 212.
- Azhar Nasution, *Consumer Protection Law: An Introduction* (Jakarta: Diadit Media, 2014)p.47.

- Badruzaman, Mariam Darus. Various Business Laws. Bandung: Alumni, 2014, p. 53.
- Badruzaman, Mariam Darus. Various Business Laws. Bandung: Alumni, 2014, p. 59.
- Dewi, Shinta. "Consumer Protection in Electronic Transactions: Perspectives of Consumer Protection Law and the Electronic Information and Transactions Law." *Jurnal Yuridika* 31, no. 1 (2016), p. 103
- Dewi, Shinta. *E-Commerce Law and Consumer Protection in the Digital Era*. Bandung: Refika Aditama, 2023, p. 89.
- Fuady, Munir. *Contract Law (From a Business Law Perspective)*. 5th edition. Bandung: Citra Aditya Bakti, 2017, p. 76.
- Fuady, Munir. *Contract Law (From a Business Law Perspective)*. 5th edition. Bandung: Citra Aditya Bakti, 2017, p. 81.
- Fuady, Munir. *Contract Law (From a Business Law Perspective)*. 5th edition. Bandung: Citra Aditya Bakti, 2016, p. 85.
- Harliyanto, Rois. "Interview with Dr. Rois Harliyanto, Lecturer at the Faculty of Law, Swadaya Gunung Jati University." January 19, 2026. Iskandar, Mudakir. *Online Business Law in the Digital Era*. Jakarta: CV Campstaka, 2018, p. 55.
- Kristiyanti, Celina Tri Siwi. *Consumer Protection Law*. Jakarta: Sinar Grafika, 2019, p. 125.
- Makarim, Edmon. "Responsibilities of Electronic System Organizers in Organizing Trade Through Electronic Systems." *Journal of Law & Development* 45, no. 2 (2015), p. 225
- Miru, Ahmadi, and Sutarman Yodo. *Consumer Protection Law*. 10th edition. Jakarta: PT RajaGrafindo Persada, 2017, p. 12.
- Miru, Ahmadi, and Sutarman Yodo. *Consumer Protection Law*. Jakarta: PT RajaGrafindo Persada, 2018, p. 26.
- Miru, Ahmadi, and Sutarman Yodo. *Consumer Protection Law*. Jakarta: PT RajaGrafindo Persada, 2018, p. 33.
- Muhammad, Abdulkadir. *Indonesian Civil Law*. 4th edition. Bandung: Citra Aditya Bakti, 2010, p. 203.
- Muhammad, Abdulkadir. *Indonesian Civil Law*. Bandung: Citra Aditya Bakti, 2010, pp. 203–205.
- Nasution, Az. *Consumer Protection Law: An Introduction*. Jakarta: Dioma, 2021, p. 37.
- Rapsanjani, Muhammad Rizky, Fatih Muhammad Azizi, and Mohamad Rizki Nasution. "Legal Liability Against Marketplace for Promotion of Inappropriate Goods That Harm Consumers." *International Journal of Social Service and Research* (2025)
- Rapsanjani, Muhammad Ali. "Interview with Muhammad Ali Rapsanjani, Advocate of PERADI Indonesia." January 26, 2026.
- Rivaldi, Ahmad. "Interview with Ahmad Rivaldi, Notary and Land Deed Official." January 20, 2026.
- Shidarta. *Indonesian Consumer Protection Law*. Jakarta: Grasindo, 2019, p. 154.
- Shidarta. *Indonesian Consumer Protection Law*. Jakarta: Grasindo, 2022, p. 19.
- Shidarta. *Indonesian Consumer Protection Law*. Jakarta: Grasindo, 2022, pp. 24–26.
- Sjahdeini, Sutan Remy. *Freedom of Contract and Balanced Protection for Parties in Bank Credit Agreements in Indonesia*. Jakarta: Indonesian Bankers Institute, 2019, p. 67.
- Soekanto, Soerjono. *Factors Influencing Law Enforcement*. Jakarta: PT RajaGrafindo Persada, 2019, pp. 8–12.
- Soekanto, Soerjono. *Factors Influencing Law Enforcement*. Jakarta: PT RajaGrafindo Persada, 2019, p. 13.
- Soekanto, Soerjono, and Sri Mamudji. *Normative Legal Research*. Jakarta: Rajawali Pers, 2009, p. 14.
- Usman, Rachmadi. *Electronic Transaction Law*. Jakarta: Sinar Grafika, 2016, p. 1.
- Usman, Rachmadi. *Electronic Transaction Law*. Jakarta: Sinar Grafika, 2016, p. 195.

Zulfah, Shofiy, Bunga Jasmine Puji Hapsari, and Faza Rusda. “Legal Responsibility of Digital Commerce Platforms for Seller Content That Violates Public Ethics.” *Indonesia Media Law Review* 5, no. 1 (2026), p. 45