



# Consumer Protection In Online Sales Transactions Through Instagram And Facebook: Analysis Of Protection According To Positive Law And Dsn Fatwa

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Article	Abstract
<p><b>Keywords:</b> consumer protection; online sales transactions; instagram; facebook.</p> <p><b>Article History</b> Received: 10/01/2026; Reviewed: 12/01/2026; Accepted: 29/01/2026; Published: 31/01/2026;</p>	<p><i>This study analyzes consumer protection in online sales transactions conducted via Instagram and Facebook based on Law Number 8 of 1999 on Consumer Protection, Law Number 11 of 2008 jo. Law Number 19 of 2016 on Electronic Information and Transactions, Government Regulation Number 80 of 2019 on Trading Through Electronic Systems, and the National Sharia Council Fatwa Number 110/DSN-/IX/2017 on Sales Contracts via Social Media. The research employs a normative juridical method with statutory and conceptual approaches, using qualitative analysis of primary, secondary, and tertiary legal materials. The findings show that the Consumer Protection Law regulates consumer rights and business actors' obligations, the EIT Law regulates the validity of electronic transactions and electronic evidence, Government Regulation Number 80 of 2019 regulates trading through electronic systems, and the DSN-Fatwa affirms the validity of contracts while prohibiting gharar and deceit. Preventive and repressive protections are implemented through the right to accurate information, the duty to compensate, the role of the Consumer Dispute Settlement Board, Article 378 of the Criminal Code, Article 1239 of the Civil Code, Article 28 of the EIT Law, and supervision by the Ministry of Communication and the Ministry of Home Affairs supported by complaint features on Meta platforms. However, effectiveness is still limited by weak seller verification and constrained dispute resolution mechanisms on social media.</i></p>



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## INTRODUCTION

The development of information technology has transformed transaction patterns within Indonesian society, including online buying and selling activities. Instagram and Facebook have become two of the most widely used platforms for such transactions due to their accessibility<sup>1</sup>, flexibility, and ability to provide small business actors with broader access to consumers. However, this convenience is accompanied by an increasing risk of digital crime. A report by the Indonesia Anti-Scam Center (IASC), published by the Financial Services Authority (OJK), recorded that between November 2024 and 15 October 2025 there were 299,000 reports of digital fraud, of which 53,928 cases involved online sales fraud and 14,229 cases were directly related to social media platforms. These data indicate that transaction spaces on social media are highly vulnerable and require more in-depth legal analysis<sup>2</sup>.



<sup>1</sup> Enalita, Dhaluliyah, Sufirman Rahman, and Hasbuddin Khalid. *Penyelesaian Sengketa dalam Transaksi Jual Beli Melalui Media Sosial Terhadap Barang yang Tidak Sesuai Kesepakatan*. 1, no. 1 (n.d.).

<sup>2</sup> Devi Ernantika, *ANALISIS FATWA DSN-MUI NO. 113/DSN-MUI/IX/2017 TENTANG AKAD WAKALAH BI AL-UJRAH TERHADAP BISNIS PERSONAL SHOPPER/ JASTIP DI WILAYAH PONOROGO*, 1 (2021).

Previous studies on facebook marketplace indicate that the platform continues to position itself primarily as an advertising space provider rather than as a party responsible for ensuring transaction security<sup>3</sup>. These studies reveal that the absence of seller verification, the lack of internal dispute resolution mechanisms, and minimal control over trading content are the main factors contributing to significant consumer losses. This condition suggests that social media platforms operate without consumer protection standards as regulated under Indonesian consumer protection and electronic transaction laws. A case-based study analyzing fraudulent sales of face masks through facebook illustrates how losses can occur on a massive scale when transactions are conducted without adequate monitoring mechanisms and guarantees of loss recovery<sup>4</sup>. Despite victims possessing sufficient transactional evidence, the absence of accessible dispute resolution channels makes it difficult for consumers to obtain their rights. This case serves as a concrete example of the weak level of consumer protection when transactions are carried out through social media platforms without adequate electronic system safeguards.

From the perspective of positive law, consumer protection in Indonesia is regulated under Law Number 8 of 1999 on Consumer Protection, Law Number 11 of 2008 as amended by Law Number 19 of 2016 on Electronic Information and Transactions, and Government Regulation Number 80 of 2019 on Trading through Electronic Systems. These regulations provide a relatively comprehensive normative framework, encompassing consumers' rights to accurate information, prohibitions against misleading statements, and the obligation of electronic system providers to establish complaint-handling mechanisms<sup>5</sup>. Nevertheless, in practice these provisions have not been effectively implemented in transactions conducted through Instagram and Facebook, as neither platform operates as a marketplace nor bears specific normative obligations that technically prevent consumer losses.

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<sup>3</sup> Stephanie Nathania Maramis et al., *KAJIAN HUKUM TENTANG KEABSAHAN JUAL BELI ONLINE PADA APLIKASI FACEBOOK*, n.d.

<sup>4</sup> Sri Ana Wahyuni, *Praktik Jual Beli Handphone Bekas Di Sosial Media Facebook Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Fiqh Muamalah*, n.d.

<sup>5</sup> Fajar Indarsih, *Analisis Kesesuaian Praktik Jual Beli Online dengan Prinsip Ekonomi Syariah*, n.d.

## METHOD

This study employs a normative juridical method, which emphasizes the examination of written legal norms to understand the legal issues under investigation. This method is selected because the research focuses on consumer protection in online sales transactions conducted through Instagram and Facebook<sup>6</sup>, with reference to Indonesian positive law and the guidelines of the National Sharia Council (DSN) Fatwa<sup>7</sup>, which are aligned with Sharia principles in electronic transactions. This approach enables the researcher to assess the compliance of online transaction practices with legal norms and the responsibilities of the parties involved. The research approach is divided into two components: a statutory approach and a conceptual approach. The statutory approach analyzes relevant legal provisions, including Law Number 8 of 1999 on Consumer Protection, Law Number 11 of 2008 on Electronic Information and Transactions and its amendments, and Government Regulation Number 80 of 2019 on Trading through Electronic Systems<sup>8</sup>. The conceptual approach is used to elaborate legal concepts related to consumer protection, the liability of business actors, the validity of electronic transactions, and the principles of Islamic commercial law (*muamalah*) as reflected in the DSN Fatwa, including aspects of contractual agreement (*akad*), honesty, the prohibition of *gharar*, and the principle of prudence<sup>9</sup>.

The sources of data consist of primary legal materials (statutory regulations and DSN Fatwas), secondary legal materials (books, journal articles, and research reports), and tertiary legal materials (dictionaries, encyclopedias, and legal indexes), which are collected through a literature review of official and reliable sources. Validity is ensured through the selection of authoritative sources<sup>10</sup>, while reliability is strengthened through triangulation and comparative analysis of the literature.

Data analysis is conducted using a qualitative normative approach that interprets legal provisions and legal theories. Descriptive analysis illustrates the forms of legal protection available to consumers and the responsibilities of platform providers, while

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<sup>6</sup> '2170-6512-1-PB', n.d.

<sup>7</sup> Ernantika, *ANALISIS FATWA DSN-MUI NO. 113/DSN- MUI/IX/2017 TENTANG AKAD WAKALAH BI AL-UJRAH TERHADAP BISNIS PERSONAL SHOPPER/ JASTIP DI WILAYAH PONOROGO*.

<sup>8</sup> Ratna Indah Lestari et al., 'Perlindungan Hukum Terhadap Konsumen Yang Terlibat Dalam Transaksi Jual Beli Pada Media Sosial Instagram', *Jurnal Analisis Hukum* 5, no. 2 (2022): 189–202, <https://doi.org/10.38043/jah.v5i2.3621>.

<sup>9</sup> Indah Lestari et al., 'Perlindungan Hukum Terhadap Konsumen Yang Terlibat Dalam Transaksi Jual Beli Pada Media Sosial Instagram'.

<sup>10</sup> Ramadhan Wardhana, 'Perlindungan Konsumen Jual Beli Online Masker Di Marketplace Facebook', *Justicia Sains: Jurnal Ilmu Hukum* 5, no. 2 (2021): 336–49, <https://doi.org/10.24967/jcs.v5i2.1292>.

prescriptive analysis presents arguments regarding the implementation of consumer protection based on the principles of justice, legal certainty, and expediency<sup>11</sup>. interpretation is carried out systematically by considering civil law principles, theories of liability, principles governing electronic system administration, and relevant sharia values. this approach is expected to provide a comprehensive understanding of the regulation and implementation of consumer protection in online transactions conducted through social media platforms.

## RESULTS AND DISCUSSION

Law number 8 of 1999<sup>12</sup> on consumer protection, law number 11 of 2008 on electronic information and transactions and its amendments, as well as the national sharia council (dsn) fatwa number 110/dsn-/ix/2017, fundamentally provide a normative foundation for online sales transactions conducted through social media. based on these three legal instruments, the regulation of online transactions on social media is assessed not only from the perspective of legality and consumer protection under positive law, but also from the perspectives of transaction permissibility (halal), contractual validity, and business ethics under islamic law.

Aspect	Positive Law (Law No. 8 of 1999 on Consumer Protection & Law No. 11 of 2008 on Electronic Information and Transactions)	DSN Fatwa No. 110/DSN-/IX/2017
Legal Basis & Scope	The Consumer Protection Law regulates transactions of goods and services, both offline and online, including those conducted through social media platforms such as Instagram and Facebook <sup>13</sup> . The Electronic Information and Transactions Law recognizes electronic information and documents as legally valid and binding.	Regulates the pillars, requirements, forms, and types of sale and purchase contracts under Islamic commercial jurisprudence (fiqh muamalah). Applicable to all Sharia-compliant transactions, including those conducted via social media.

<sup>11</sup> Rizki Prasanti et al., *Analisis Penerapan Akad Salam pada Jual Beli Online dalam Meningkatkan Omzet Penjualan Ditinjau Fatwa DSN MUI No 05/DSN- MUI/IV/2000 (Study di Toko Fashion Online Kota Metro)*, n.d.

<sup>12</sup> 'UU NOMOR 8 TAHUN 1999', n.d.

<sup>13</sup> Zuhrotul Mahfudhoh and Lukman Santoso, 'Analisis Hukum Ekonomi Syariah Terhadap Jual Beli Melalui Media Online Di Kalangan Mahasiswa', *SERAMBI: Jurnal Ekonomi Manajemen dan Bisnis Islam* 2, no. 1 (2020): 29–40, <https://doi.org/10.36407/serambi.v2i1.143>.

Subjects, Objects, and Contractual Mechanisms	Sellers on social media are classified as business actors, while buyers are consumers. Objects must be safe, appropriate, beneficial, and lawful. Chats, direct messages, online forms, and proof of payment are recognized as valid agreements and legal evidence.	Contracting parties ('aqidain) must act honestly and fairly. Objects must be halal, clearly specified, beneficial, and free from gharar, riba, and prohibited goods. Offer and acceptance may be conducted through written or electronic communication.
Rights, Obligations, and Prohibitions	Consumers are entitled to safety, security, accurate information, and compensation. Business actors must act in good faith and are prohibited from misleading or fraudulent practices.	Consumers have khiyar rights in cases of defects or deception. Sellers must be transparent and are prohibited from gharar, tadbis, ghabn, and unjust practices.
Evidence, Sanctions, Effectiveness, and Orientation	Electronic documents are valid evidence. Civil and criminal sanctions apply, though enforcement is limited by identity verification challenges. Oriented toward legal certainty and consumer protection.	Does not regulate technical evidence but recognizes valid contracts if Sharia requirements are met. Sanctions are moral-religious. Oriented toward ethical compliance and Sharia business values.

Based on the comparative analysis conducted, it can be concluded that the consumer protection law (law number 8 of 1999) and the electronic information and transactions law (law number 11 of 2008 as amended by law number 19 of 2016)<sup>14</sup> provide a strong foundation of positive law for all sales transactions, including those conducted through social media platforms such as instagram and facebook<sup>15</sup>.

Both legal instruments position sellers as business actors and buyers as consumers whose rights must be protected, while simultaneously recognizing electronic information and documents as valid legal evidence in dispute resolution (articles 1, 4, and 7 of the consumer protection law; articles 5–6 of the eit law). On the other hand, dsn fatwa number 110/dsn-/ix/2017 introduces a sharia-based normative framework governing the pillars and requirements of contracts, the forms and types of sale and purchase transactions, the permissibility of transaction objects, the clarity of product specifications, as well as the prohibition of elements such as *gharar*, *tadlis*, *ghabn*, and *riba* in transactions. Conceptually, the findings indicate that positive law places greater emphasis on legal certainty and juridical protection, whereas sharia fatwas strengthen the religious, ethical, and moral dimensions of commercial practices (*muamalah*) in social media-based transactions.

The results of this comparison further confirm that these two regulatory regimes do not operate independently but rather complement one another and may be integrated in practice. Positive law provides formal protection instruments through compensation rights, civil lawsuits, and criminal sanctions against fraud and the dissemination of misleading information (inter alia article 19 of the consumer protection law and the criminal provisions of the eit law), although its effectiveness in practice remains constrained by weaknesses in identity verification and the unclear domicile of business actors on social media platforms. Meanwhile, dsn fatwa number 110/dsn-/ix/2017 establishes moral and spiritual standards in the form of obligations of honesty, transparency, and trustworthiness (*amanah*), encouraging muslim business actors to comply not only with state regulations but also with sharia norms.

These findings are consistent with the research of riva putri ayu agustin and ahmad suryono published in the *indonesian journal of law and justice* (2025), which demonstrates that facebook marketplace, as an electronic system provider, has not fully met consumer protection parameters under the eit law and the pmse regulation, particularly with regard to identity verification, complaint-handling mechanisms, and the absence of an escrow system. This further reinforces the importance of synergy between positive law and islamic commercial jurisprudence (*fiqh muamalah*) in strengthening digital consumer protection and minimizing the risk of fraud in social media transactions<sup>16</sup>.

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<sup>14</sup> ‘UU Nomor 19 Tahun 2016 (2)’, n.d.

<sup>15</sup> Nindi Apridha Jamil et al., ‘Analisis Mekanisme Praktik Jual Beli Followers Dalam Perspektif Ekonomi Islam Di Media Sosial Instagram’, *EKSISBANK: Ekonomi Syariah dan Bisnis Perbankan* 4, no. 1 (2020): 82–94, <https://doi.org/10.37726/ee.v4i1.101>.

<sup>16</sup> ‘SKRIPSI-UPLOAD-ETHESES’, n.d.

## 2. Preventive legal protection

Preventive legal protection functions to prevent consumer losses before they occur. In the context of online transactions conducted through social media, such protection includes consumers' right to obtain accurate and honest information as stipulated in article 4(c) of law number 8 of 1999 on consumer protection. This provision affirms that consumers are entitled to clear, truthful, and complete information regarding the condition and guarantees of goods or services, including specifications, quality, quantity, price, and potential risks associated with product use.

Business actors are also obligated to provide complete and non-deceptive information pursuant to article 7(b) and (c) of the consumer protection law. They are required to treat consumers fairly and refrain from misleading practices. In social media transactions, this obligation may be implemented by clearly displaying prices to avoid price hiding, providing shipping, return, and refund policies, and avoiding false claims such as labeling counterfeit goods as "100% original."

Government supervision of online trading activities is grounded in the consumer protection law, the eit law, and government regulation number 80 of 2019 on trading through electronic systems (pmse). These regulations authorize the ministry of communication and information technology to take action against harmful content, including blocking accounts or websites proven to engage in fraud or illegal sales. Other governmental authorities supervise the circulation of hazardous goods, including unlicensed cosmetics, medicines, and products sold via social media, as well as cooperate with platform providers to remove illegal trading content<sup>17</sup>.

In addition, facebook and instagram provide platform-based security features under meta platforms' internal policies and community guidelines, which regulate trading activities, account security, and prohibit fraudulent conduct. These measures include account verification (blue checkmarks) to enhance identity clarity, reporting features for fraudulent accounts, and the automatic blocking of accounts identified as spam or scams. Electronic transaction protection is further reinforced by the eit law and regulations on electronic system administration, which emphasize the authenticity and legal validity of electronic information and documents as stipulated in articles 5 and 6 of the eit law<sup>18</sup>.

Repressive legal protection refers to dispute resolution mechanisms available after consumers have suffered losses or become victims of fraud. One such

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<sup>17</sup> Rohmatul Jannah et al., *Perlindungan Konsumen dalam Transaksi Syariah: Perspektif Hukum Islam*, n.d.

<sup>18</sup> Maramis et al., *KAJIAN HUKUM TENTANG KEABSAHAN JUAL BELI ONLINE PADA APLIKASI FACEBOOK*.

mechanism is dispute settlement through the consumer dispute settlement board (bpsk), as regulated under articles 49–58 of the consumer protection law. Bpsk provides dispute resolution through mediation, arbitration, or conciliation, offering binding decisions for business actors through a process that is cost-free for consumers and relatively faster than court proceedings.

Legal remedies may also be pursued through civil and criminal enforcement. Fraudulent acts may be prosecuted under article 378 of the Indonesian criminal code, which is commonly applied in cases involving fictitious sellers, non-delivery of goods, or misappropriation of funds. Civil liability may arise under article 1338 of the civil code concerning the principle of freedom of contract, particularly in cases where sellers deliberately fail to deliver goods after payment has been made. Furthermore, the dissemination of false or misleading information causing consumer losses may be prosecuted under article 28(1) of the e-commerce law<sup>19</sup>.

Consumers are also entitled to compensation under article 19 of the consumer protection law, which obligates business actors to provide refunds, replacement goods, compensation, or restitution. If business actors refuse to fulfill these obligations, consumers may pursue civil claims or seek resolution through bpsk. Additionally, repressive measures may be taken by government authorities through the blocking or removal of fraudulent accounts. The ministry of communication and information technology has the authority to take down accounts proven to engage in fraud, while meta platforms (facebook and instagram), based on user reports, may delete accounts, restrict access, or remove fraudulent content.

## CONCLUSION

Based on the results of the discussion, it can be concluded that online buying and selling transactions conducted through instagram and facebook are juridically included within the scope of consumer protection as regulated under law number 8 of 1999 on consumer protection, law number 11 of 2008 as amended by law number 19 of 2016 on electronic information and transactions, and government regulation number 80 of 2019 on trading through electronic systems. This regulatory framework is further strengthened by sharia-based provisions through dsn fatwa number 110/dsn-/ix/2017 concerning sale and purchase contracts via social media. Normatively, these regulations provide an adequate foundation for consumer protection, encompassing the right to accurate information, the validity of electronic transactions, the recognition of electronic evidence, as well as ethical standards of muamalah that emphasize honesty, clarity of contracts (akad), and the prohibition of gharar and tahlis.

Legal protection for consumers in online transactions conducted through facebook and instagram is realized in two forms, namely preventive and repressive

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<sup>19</sup> Dhaluliyah Enalita et al., *Penyelesaian Sengketa dalam Transaksi Jual Beli Melalui Media Sosial Terhadap Barang yang Tidak Sesuai Kesepakatan*, 1, no. 1 (n.d.).

protection. Preventive protection is reflected in the regulation of consumers' rights to obtain accurate, clear, and honest information, the obligation of business actors to act in good faith, government supervision over electronic commerce activities, and the availability of security and reporting features provided by social media platforms. Repressive protection, on the other hand, is implemented through dispute resolution mechanisms at the consumer dispute settlement board (bpsk), civil remedies based on breach of contract and the principle of freedom of contract, as well as criminal law enforcement against fraud and the dissemination of false or misleading information, supported by the authority of both the government and platform providers to block fraudulent accounts.

Nevertheless, the effectiveness of consumer protection in practice continues to face significant challenges. The gap between regulatory provisions and empirical realities is reflected in the persistently high incidence of fraud and breach of contract in social media-based transactions, the difficulty of enforcing liability against business actors whose identities are not properly verified, the limited role of platforms in providing internal dispute resolution mechanisms, and the insufficient internalization of sharia values such as honesty, transparency, and prudence in digital business activities. Accordingly, the primary issue lies not in the absence of legal norms, but rather in the weakness of implementation and law enforcement within the digital sphere.

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