

Consumers Protection Who Buy Products Through Instagram: A Comparative Study Of Indonesia And Singapore

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Abstract : *The purpose of this study is to analyze and compare the protection of consumers who purchase products through the Instagram media platform in Singapore and Indonesia. The laws governing consumer protection and electronic transactions in both countries are examined in this study, which uses a normative legislative and comparative juridical approach. The study shows that Indonesia has two laws: Consumer Protection Act (UUPK) and Electronic Information and Transaction Act (UU ITE), but their implementation has not been optimal in protecting consumers from fraud, default, and other legal issues. Meanwhile, Singapore has a Consumer Protection (Fair Trading) Act 2003 (CPFTA) and a CaseTrust program that are more effective in providing protection and increasing consumer confidence. This research observes that Indonesia needs to learn from Singapore's practices, such as the awarding of the Trustmark logo, to enhance consumer protection that is more effective and adaptive to technological developments and phenomena in society. This research is expected to provide dedication related to the development of better consumer protection against technological developments and phenomena in society.*

Keywords : *Consumer Protection, Instagram, Electronic Transactions*

Abstrak : Tujuan dari penelitian ini adalah untuk menganalisis dan membandingkan perlindungan konsumen yang membeli produk melalui platform media Instagram di Singapura dan Indonesia. Aturan hukum yang mengatur perlindungan konsumen dan transaksi elektronik di kedua negara dikaji dalam penelitian ini, yang menggunakan pendekatan yuridis normatif perundang-undangan dan komparatif. Studi menunjukkan bahwa Indonesia memiliki dua Undang-Undang: Undang-Undang Perlindungan Konsumen (UUPK) dan Undang-Undang Informasi dan Transaksi Elektronik (UU ITE), namun implementasinya belum optimal dalam melindungi konsumen dari penipuan, wanprestasi, dan masalah hukum lainnya. Sementara itu, Singapura memiliki Consumer Protection (Fair Trading) Act 2003 (CPFTA) dan program CaseTrust yang lebih efektif dalam memberikan perlindungan dan meningkatkan kepercayaan konsumen. Penelitian ini mengamati bahwa Indonesia perlu belajar dari praktik di Singapura, seperti pemberian logo Trustmark, untuk meningkatkan perlindungan konsumen yang lebih efektif dan adaptif terhadap perkembangan teknologi dan fenomena di masyarakat. Penelitian ini diharapkan dapat memberikan dedikasi terkait pengembangan perlindungan konsumen yang lebih baik terhadap perkembangan teknologi dan fenomena di masyarakat.

Kata kunci : Perlindungan Konsumen, Instagram, Transaksi Elektronik



I. INTRODUCTION

The increasingly advanced development of technology has changed the world's trade landscape. Business actors now utilize online platforms such as marketplaces and social media to conduct buying and selling transactions. Marketplace is a platform business actors use to deal with various product variants and sell them to consumers. In this case, the marketplace acts as a third party that provides a place for business actors to sell.¹ Meanwhile, social media is an online platform with many user accounts. It allows social media users to interact, share, and create web-based journals or weblogs that vary how users communicate into interactive dialogues.² This online buying and selling transaction offers consumers easy shopping and unlimited accessibility.

In Indonesia, many people use online platforms for shopping, such as Shopee, Tokopedia, Lazada, Bukalapak, Blibi, and many other marketplaces. However, many also sell online on social media, even though social media is not an official platform for buying and selling, such as Instagram. The increasing number of business actors who open user accounts on Instagram to promote their products and sell on Instagram accounts. The public often knows this as an online shop, a way to transact online where consumers can shop online. Consumers can also make transactions, pay attention to reviews related to products, and understand the capabilities of the store through this, consumers and business actors do not bother to meet to make transactions.³

In addition to the positive impacts of transacting via Instagram, risks or shortcomings in making buying and selling transactions cannot be avoided. Most of the problems faced are default problems, goods that arrive do not match the order or do not match the picture, late delivery, and many other possible issues. If at any time such legal problems arise, then doubts arise regarding the party that will be responsible when resolving existing disputes or other issues, such as the absence of the obligation for business actors to confirm to consumers.⁴ Indonesia has a legal framework that regulates various aspects of electronic transactions, including online buying and selling activities. However, in practice, consumers are often the ones who suffer losses in such transactions. This situation is

¹ Alisatul Aini. Marketplace: Definisi, Jenis, Manfaat, dan Contoh-contohnya. Diakses melalui <https://glints.com/id/lowongan/marketplace-adalah/> Pada tanggal 15 Oktober 2024.

² Tongkotow Liedfray, Fonny J. Waani, dan Jouke J Lasut. Peran Media Sosial Dalam Mempererat Interaksi Antar Keluarga Di Desa Esandom Kecamatan Tombatu Timur Kabupaten Minahasa Tenggara. *Jurnal Ilmiah Society*. Vol. 2 No. 1. (2022) : 2.

³ Sarah Nurjanah. Apa itu Online Shop? Pengertian dan Ide Jualan. Diakses melalui <https://evermos.com/home/panduan/online-shop/?referrer=google> Pada tanggal 15 Oktober 2024.

⁴ Mohamad Hoirul Anam. Transaksi Jual Beli On-Line (Instagram) dengan Akad Salam. *Jurnal Ilmiah Ilmu Sosial dan Keagamaan*. Vol. 8 No. 1. (2019) : 32.

believed to stem from the lack of effective law enforcement, as well as the limited capacity of law enforcement officers to fully implement the legal provisions related to electronic transactions.⁵

Indonesian laws, such as Law Number 8 of 1999 concerning Consumer Protection (UUPK) and Law Number 1 of 2024 Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), provide a consumer protection framework for online buying and selling transactions. According to Article 1 of UUPK, consumer protection includes all efforts to ensure legal certainty to protect consumers.⁶ According to Article 1, Number 2 of the ITE Law, all forms of transactions that use electronic media, such as computers and computer networks, are included in the definition of electronic transactions.⁷ However, this is not free from loopholes that have been unable to strengthen consumer rights, so improvements are needed to protect consumers from legal problems. Consumer rights that should be protected by law have not been appropriately protected by UUPK, especially in the digital economy.⁸ The position of consumers in online buying and selling transactions in Indonesia is still legally weak because UUPK has not been implemented optimally. This is due to the lack of consumer awareness of their rights so that not a few consumers are resigned to experiencing losses.⁹

One of the cases that resulted in violations of consumer rights included losses suffered by consumers due to their carelessness when shopping through Instagram media, namely by NAMA Studios. NAMA Studios is a business that sells on Instagram media and claims that they sell high-quality bag products at affordable prices. NAMA Studios has been operating since 2016. However, in 2019, NAMA Studios' sales mechanism became irregular, marked by unclear completion and delivery times. Other problems arose, such as production delays, limited stock availability, and the gradual disappearance of the company's track record. This began with the closure of the NAMA Studios

⁵ Anggreany Haryani Putri dan Endang Hadrian. Perlindungan Hukum Bagi Korban Penipuan Jual Beli Online. *Jurnal Krtha Bhayangkara*. Vol. 16 No. 1. (2022) : 133

⁶ Murshal Senjaya. Perlindungan Hukum dan Penyelesaian Sengketa Dalam Transaksi Jual Beli Melalui Instagram. *Journal of Innovation Research and Knowledge*. Vol. 1 No. 5. (2021) : 724.

⁷ Andi Rezty Amalia dan Erlina. Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Elektronik Melalui Sosial Media Instagram. *Alauddin Law Development Journal (ALDEV)*. Vol. 4 No. 2. (2022) : 447-448.

⁸ Galang Taufani. Urgensi Penguatan Instrumen Perlindungan Hukum Konsumen di Era Digital. Diakses melalui <https://www.theindonesianinstitute.com/urgensi-penguatan-instrumen-perlindungan-hukum-konsumen-di-era-digital/> Pada tanggal 16 Oktober 2024.

⁹ Agus Saiful Abib, Doddy Kridasaksana dan A. Heru Nuswanto. Penerapan Klausula Baku Dalam Melindungi Konsumen Pada Perjanjian Jual Beli Melalui E-Commerce. *Jurnal Dinamika Sosial Budaya*. Vol. 17 No. 2. (2015) : 123.

Instagram account, followed by the disappearance of the Instagram account of the company owner, Satria Putra Adhitama, and their sales website.¹⁰ The dispute between NAMA Studios and its consumers has reached the legal realm as a civil lawsuit at the South Jakarta District Court based on Decision Number 629/Pdt.G/2020/PN JKT.SEL. The losses experienced by consumers include non-compliance with pre-order orders, both in quantity and delivery time. NAMA Studios has faced many complaints, including late delivery, lack of communication, customer neglect both via email and DM (Direct Message), and restrictions on comments on social media.¹¹ NAMA Studios failed to fulfill their obligations as agreed, namely to deliver the goods on time. The customer has fulfilled the payment obligation, but NAMA Studios always finds reasons to delay the delivery under the pretext of force majeure caused by the Covid-19 pandemic.¹² The way business actors serve each of their consumers has the potential to violate Article 4 of the UUPK concerning consumer rights. This problem is certainly inseparable from the absence of a legal policy from the government to control and regulate non-branded business actors who market products through the Instagram media platform.

This is different from the legal policies in force in Singapore. Singapore currently regulates the protection of consumers who purchase goods through online media, including Instagram. This regulation is then controlled by the Consumer Protection (Fair Trading) Act 2003 (CPFTA).¹³ Then, in 1999, to strengthen the infrastructure for consumer protection supervision, Singapore launched Casetrust, a program aimed at increasing consumer trust in various businesses.¹⁴

Given the rapid development of buying and selling transactions on Instagram media, but the legal protection infrastructure for consumers is not yet available, more consumers can become victims of losses. Based on the description of the problem above, the object of the problem to be studied in this study is essential, and to focus on the object of the problem to be answered in the survey, two problem formulations are formulated,

¹⁰ Revesery. Penipuan Kasus Tas NAMA STUDIO dan Satria Putra Adhitama. Diakses melalui <https://www.revesery.com/2022/02/penipuan-kasus-tas-nama-studio-dan.html>. Pada tanggal 12 Maret 2025.

¹¹ Reva Fitri Ramadani, Hannatrie Syalsabillah, Yasinta Diva Negara, Farah Fasya, Kayana Deeva Canthiqa, Dwi Aryanti Ramadhani. Analisis Kasus Wanprestasi Namastudios Terhadap Pelanggan Melalui Sistem Pre-Order. *Jurnal Ilmu Hukum*. Vol. 1 No. 4 (2024) : 217-218.

¹² Ibid: 220.

¹³ Ronaldo Dwi Putro. 3 Keunggulan Perlindungan Konsumen Singapura Dibanding Indonesia. Diakses melalui <https://heyilaw.id/blog/3-keunggulan-perlindungan-konsumen-singapura-dibanding-indonesia> Pada tanggal 18 Oktober 2024.

¹⁴ Dian Mega E. R. Studi Perbandingan Perlindungan Hukum Terhadap Pelaku Usaha Atas E-Commerce Antara Indonesia, Singapura dan Australia Dalam Perdagangan Online. Tesis Universitas Sebelas Maret, Surakarta. (2013) : 94.

namely: First, how is the protection of consumers who buy products through Instagram in Indonesia and Singapore? Second, what legal remedies exist for consumers who suffer losses from purchasing products through Instagram media?

Some studies are related to problems that previous researchers have faced, including studies that state that many business actors on Instagram violate agreements with buyers, ranging from late delivery, delivery of goods that do not match what was promised, to selling dangerous goods (Kamsilaniah & Juliati 2024). Furthermore, the research discusses consumer protection in e-commerce in Indonesia, Singapore, and Australia, where Singapore is superior in the existence of a certification body (Renouw 2013). Then, research will be conducted to discuss the forms of consumer protection in Indonesia (Ridwansyah, Riyanto, et al. 2021). Based on the description of several previous studies that have been published, the author shows the elements of novelty in the research that the author raises. The author focuses this research on protection for consumers who experience losses when buying products through Instagram media and compares consumer protection in Indonesia and Singapore.

II. RESEARCH METHOD

The type of research used by the author in this study is normative legal. Normative legal research is an in-depth study of in-depth studies in various legal documents, such as laws and regulations, court decisions, and opinions of legal experts.¹⁵ According to Bambang Sunggono, normative legal research is a scientific study focusing on an in-depth analysis of the principles, structure, coherence, history, and comparative law. This research is equivalent to doctrinal or dogmatic research.¹⁶ The author's problem approach involves a legislative and a comparative approach. According to Peter Mahmud Marzuki, the legislative approach implements regulations by reviewing the contents of laws related to the problems raised by the author.¹⁷ In addition, this study uses a comparative approach. In normative legal research, a comparative approach compares legal institutions in one system with legal institutions or rules in other legal systems or countries.¹⁸ The author also uses primary legal materials such as laws and regulations related to the research title and utilizes various publication sources as secondary legal materials, including law books, scientific journals, opinions of legal experts, court decisions, and the results of

¹⁵ Muhaimin. *Metode Penelitian Hukum*. (Mataram University Press: Mataram, 2020) : 45.

¹⁶ *Ibid* : 46.

¹⁷ Mukti Fajar dan Yulianto Achmad. *Dualisme Penelitian Hukum Normatif dan Empiris*. (Pustaka Pelajar: Yogyakarta, 2010) : 157.

¹⁸ Morris L. Cohen dalam Muh.Aspar. *Metode Penelitian Hukum*. (Universitas Sembilan Belas November: Kolaka, 2015) : 15.

discussions between legal experts.¹⁹ The author collects data by conducting a literature study using books, news, and reading sources accurately. The author also uses descriptive analysis techniques in following up this research.

III. DISCUSSION

A. Consumer Protection for Purchasing Products Through Instagram Media in Indonesia and Singapore

1. Consumer Protection for Buying Products Through Instagram Media in Indonesia

Along with the development of information technology to date, social media such as Instagram is not only used as a means of communication but also as an essential means for business actors to carry out buying and selling activities and product promotion, including the use of online media in conducting buying and selling transactions between business actors and consumers. Data from We Are Social shows that the number of social media accounts in Indonesia reached 139 million in early 2024, which covers almost half of the country's total population, 49.9%. These social media users are in the age range of 16-64 years. On the Instagram application itself, it is ranked second on the list of social media with the most users. As many as 85.3% of respondents use Instagram accounts for various purposes, from communicating with friends to opening business accounts.²⁰ Consumers choose online stores on Instagram to make buying and selling transactions because Instagram has an attractive visualization when posting photos or videos of products being sold. Instagram can also reach consumers more widely by utilizing the Instagram story feature, hashtags, or other promotional activities available on the Instagram feature. On Instagram, you can also build an online store brand to be known by the public through the number of followers, comments, likes, and so on. To build consumer trust, online stores on Instagram often have websites that provide information about their business, transaction procedures, and other details.²¹

Consumer Protection Law No. 8 of 1999 (UUPK) is here to protect consumers from losses in online transactions, including on Instagram. If the product or service received differs from the initial agreement, then the business actor is considered to have

¹⁹ Johny Ibrahim. *Teori dan Metodologi Penelitian Hukum Normatif*. (Surabaya: Bayumedia, 2008) : 295.

²⁰ Telkomsel. 8 Media Sosial di Indonesia dengan Pengguna Terbanyak. Diakses melalui <https://www.telkomsel.com/jelajah/jelajah-lifestyle/8-media-sosial-di-indonesia-dengan-pengguna-terbanyak#:~:text=Berdasarkan%20laporan%20yang%20dirilis%20oleh,Yuk%2C%20simak%20penjelasan%20selengkapnya!>. Pada tanggal 6 Januari 2025.

²¹ Sonia Fatmarani. Inilah 8 Alasan Memilih Instagram Sebagai Toko Online, Berikut Penjelasannya!. Diakses melalui <https://ukmindonesia.id/baca-deskripsi-posts/inilah-8-alasan-memilih-instagram-sebagai-toko-online-berikut-penjasannya>. Pada tanggal 6 Januari 2025.

committed a breach of contract. Referring to Article 4 of the UUPK, the consumer's right to obtain transparent information regarding goods and services traded by business actors is essential in consumer protection efforts. This is done to prevent the risk of loss that consumers may experience. Article 16 letter a of the UUPK explains that "business actors are prohibited from not fulfilling orders and/or completion time agreements as agreed", and in Article 4 number 8 of the UUPK, it is stated that "one of the consumer's rights is the right to obtain compensation, damages, and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be". By Article 19 of the UUPK, consumer protection is needed when losses occur due to business actors who are negligent in their responsibilities. Government Regulation No. 71 of 2019 also stipulates that "electronic agent organizers are required to be responsible for all legal consequences that occur due to failure of the electronic operating system due to actions that directly impact the electronic system". On the other hand, when a service user is negligent when using an electronic agent, causing the service operation to fail and incurring losses, the service user is responsible for all legal consequences.²² Consumer protection in online buying and selling activities is regulated to align with the obligations that business actors must carry out. As regulated in Article 7 of the UUPK, business actors must have good intentions and convey correct information regarding products and services to consumers. If these things are met, losses to consumers can be minimized.

2. Consumer Protection for Buying Products Through Instagram Media in Singapore

One way to increase trust and protect consumers is to provide a Trustmark logo that business actors can use to increase consumer trust. This Trustmark logo can be used by business actors who sell on social media, either on Instagram or other online media, by placing the Trustmark logo in their bios, posts, or other things that consumers can see. This can be seen from Singapore's implementation, which protects consumer rights very well and strictly through laws and regulations or consumer protection institutions. The Trustmark logo in Singapore can be a good example of providing preventive protection to consumers on Instagram or social media when they want to shop online. To ensure consumer protection, the regulatory framework in Singapore is very effective in protecting consumers, including the Consumer Protection (Fair Trading) Act 2003 (CPFTA), Electronic Transaction Act 1998, and Personal Data Protection Act 2012, and to help

²² Ida Ayu Eka Pradnyaswari, I Ketut Westra. Upaya Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Menggunakan Jasa E-Commerce. *Jurnal Kertha Semaya*. Vol. 8 No. 5. (2020) : 762-763.

consumers obtain their rights so that they can feel safe and trusted, an institution called the Consumer Association of Singapore (CASE) was formed. As a consumer protection institution, CASE plays a role in ensuring that consumer rights are fulfilled and resolving complaints filed by consumers regarding violations of their rights. CASE helps consumers who have been harmed to obtain compensation through negotiation and mediation efforts with business actors.²³ To realize increasingly strict and better consumer protection, Singapore also formed the CaseTrust accreditation institution. The CaseTrust accreditation system, supported by CASE, Consumer Net Singapore, and Retail Promotion Retail, was launched to implement the Singapore government's TrustSg program, which aims to increase consumer confidence in online and offline buying and selling.²⁴ CaseTrust is an institution under the auspices of the Consumers Association of Singapore (CASE). CaseTrust is an institution that provides accreditation to business actors who prove their commitment to fair and transparent business practices.²⁵ The then chairman of the Consumers Association of Singapore, Stephen Loke, stated that Casetrust was expected to be a pioneer in creating high business standards. Loke also emphasized the importance of morality and consumer awareness in maintaining balance in business relationships.²⁶

CaseTrust's authority is to certify online business actors (web certification). The legal basis for establishing CaseTrust is based on the Republic of Singapore Trust Companies Act (Chapter 336). Based on this regulation, CaseTrust has formed a Code of Practice for online actors to implement good and fair business practices.²⁷ The basis for certification is the business actor's compliance with the industry code of ethics, a statement regarding the applied trade practices, and a willingness to be audited by the accreditation scheme. If the business actor wants to take advantage of the benefits offered.²⁸ CaseTrust certification is given to business actors who carry out fair business practices. These actors will receive the Trustmark logo, which aims to make it easier for consumers to sort out accredited business actors. In Indonesia, there is the Indonesian

²³ Fia Agustina Najati dan Anis Mashdurohatun. The Comparative Analysis of Consumer Protection Regulations in E-Commerce Transactions in Indonesia, Singapore and Malaysia. *Law Development Journal*. Vol. 6 No. 2. (2024) : 204-205.

²⁴ Dian Mega E. R. *Op cit* : 94.

²⁵ Casetrust. Diakses melalui <https://www.case.org.sg/casetrust/about-us/> Pada tanggal 16 November 2024

²⁶ Dian Mega E. R. *Op cit* : 95-96

²⁷ Rina Arum Prastyanti. Optimalisasi Sertifikat Keandalan (Trustmark) Dalam Rangka Meningkatkan Kepercayaan Dan Melindungi Konsumen Pengguna E-Commerce Indonesia. Disertasi Universitas Sebelas Maret, Surakarta. (2016) : 185.

²⁸ Dian Mega E. R. *Op cit* : 95-96.

Consumers Foundation (YLKI), which protects consumers. Its duties include monitoring and defending consumer rights, facilitating the formation of consumer groups, encouraging public participation in policy monitoring, and anticipating the impact of global policies on consumers.²⁹ However, YLKI does not play the same role as CaseTrust, which provides the Trustmark logo to business actors to increase their credibility.

Businesses that obtain certification and the Trustmark logo from Casetrust can be used to build credibility and trust in the eyes of consumers. With the certification logo, consumers feel more confident that the company conducts its business with integrity, prudence, and responsibility. The CaseTrust program also incentivizes businesses to continuously improve the quality of their services, as businesses must comply with existing regulations and be ready for regular inspections. The guarantees that CaseTrust provides are listed in the application form for businesses, which include several aspects, including:

- a. Policies governing goods and services, terms and conditions of sale, pricing and payment, and security.
- b. Communication includes arrangements regarding external communication, advertising, and promotion.
- c. Implementation and systems covering electronic transactions, post-sale actions, management response, information security, payment security, availability and accessibility of online information, security monitoring, privacy, protection of children and the elderly, and goods and services.
- d. Personnel which governs employee appearance and knowledge.³⁰

CaseTrust also plays a role in educating consumers about their rights and how to protect themselves from fraud or harmful business practices. Thus, this program not only benefits consumers but also helps existing businesses operate in a more transparent manner and by applicable regulations. The membership period in the CaseTrust accreditation scheme is four years and can be renewed annually. However, suppose CaseTrust receives many complaints regarding violations committed by certified business actors. In that case, CaseTrust has the right to reject the application for certification renewal because the applicant does not comply with the regulations set by the CaseTrust Department.³¹

²⁹ Agung Nugroho. Peranan Yayasan Lembaga Konsumen Indonesia Dalam Membantu Masyarakat Yang Dirugikan Akibat Iklan Yang Menyesatkan. *Lex Jurnalica*. Vol. 11 No. 2. (2014) : 145.

³⁰ Rina Arum Prastyanti. *Opcit* : 198-199.

³¹ Dian Mega E. R. *Opcit* : 102

Consumers can see Casetrust-accredited businesses listed on the CaseTrust website. In addition, businesses can also apply the CaseTrust logo on their homepage, application, or social media posts so that consumers can see that the business has been CaseTrust accredited. Applying the CaseTrust logo on Instagram aims to show consumers that a business has been accredited and meets the consumer protection standards set by CaseTrust Singapore. There are several ways to apply the CaseTrust logo on Instagram, such as the CaseTrust logo being displayed in the Instagram account bio as a sign that the business adheres to strict ethical and regulatory standards. Businesses can also include the CaseTrust logo in images or videos posted on Instagram, especially when promoting products or services. Applying this logo will help strengthen the business's reputation on Instagram, provide evidence that the business operates to high standards, and provide a sense of security for consumers who want to make transactions.

B. Legal Action Against Consumers Who Suffer Losses Due to Purchasing Products Through Instagram Media

Transactions on Instagram also have the potential for legal issues. If consumers suffer losses, consumers are entitled to compensation or justice. In Indonesia, the resolution can be through litigation or non-litigation. If consumers are harmed in transactions on Instagram, Article 45 Paragraph (1) of the UUPK can be used as a reference: "Every consumer who is harmed can sue the business actor through the consumer and business actor dispute resolution institution or the general court". In addition, Article 45 Paragraph (2) of the UUPK also states that "consumer disputes are resolved outside the court to reach an agreement on the form and amount of compensation and/or certain actions to prevent similar losses in the future." Although these articles provide a legal basis for resolving disputes through the courts, in practice this is often considered ineffective due to the costs and time required. In Article 47 of the UUPK, there is an option for resolving disputes outside the courts, which aims to reach an agreement on compensation or measures to prevent losses. Consumers can choose between the two options provided.³²

Referring to the problems contained in the background, the problems that consumers often experience are not receiving goods according to the order or a delay in delivery according to the agreement. The condition of the goods received is usually a problem; this is caused by the incompatibility of the goods sent with the images shown, such as

³² Dewa Putu Ady Wiraz Peremana. Perlindungan Hukum Terhadap Konsumen Yang Melakukan Transaksi Online Melalui Fitur Marketplace Pada Aplikasi Facebook. *Jurnal Kertha Semaya*. Vol. 12 No. 1. (2023) : 3183-3184.

damage or defects in the goods, as stated in Article 4 Letter A of the UUPK. The next problem is the delay in delivery by business actors, which is an essential factor when transacting online buying and selling both on Instagram media.³³ Consumers are often positioned weaker than business actors due to low consumer awareness of their rights. Consumers need legal protection to protect society as a form of legal realization regarding consumer rights.³⁴

Article 19, paragraph (1) of the UUPK requires business actors to compensate consumers for losses caused by their products or services. Furthermore, Article 19, paragraph (2), explains that compensation can be a refund or replacement of goods or services of equal value. This confirms that the UUPK adopts the principle of absolute liability. However, in reality, most business actors are mostly liable in limited terms, namely only replacing part of the loss when the product is damaged or late. This is not by the principle of full responsibility regulated by the UUPK. Article 62 of the UUPK provides a legal basis for imposing criminal sanctions on business actors who do not fulfill their obligations, "Business actors who violate the provisions contained in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18, can be sentenced to a maximum of 5 (five) years in prison or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah)".³⁵

In addition, there are non-litigation or out-of-court efforts to resolve consumer loss disputes when disputing or making transactions through the Instagram social media platform, as stated in Article 47 of the Consumer Protection Law. Outside the court, various parties can play a role in resolving disputes, including the Consumer Dispute Resolution Agency (BPSK), the Directorate of Consumer Protection of the Ministry of Industry and Trade, Non-Governmental Organizations, or business actors themselves. Each institution has a different approach to handling disputes. BPSK, as a consumer court at the provincial/city level, has an essential task in resolving consumer conflicts outside the court based on the Consumer Protection Law. BPSK can verify reports and request supporting documents such as laboratory test results, proof of payment, etc. The results of BPSK's decisions are binding and final. Therefore, BPSK is the last choice in resolving disputes between the disputing parties. Based on Article 52 of the Consumer Protection

³³ Mutia Rahma Wardani, Joko Priyono dan Fifiana Wisnaeni. Perlindungan Konsumen Dalam Transaksi Elektronik Melalui Instagram. *Notarius*. Vol. 13 No. 2. (2020) : 854-858.

³⁴ *Ibid* : 861.

³⁵ Yuyun Budi Lestari, Slamet Riyanto, dan Mohammad Zakky Abdullah. Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Instagram Mengenai Barang Yang Tidak Sesuai Kesepakatan Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Jurisdictie*. Vol. 6 No. 1. (2024) : 41.

Law, BPSK must facilitate the resolution of consumer problems through mediation, arbitration, or conciliation.³⁶

In Singapore, CaseTrust-accredited businesses, with the assistance of CASE, act as mediators in disputes between companies and consumers, subject to the provisions of the CaseTrust Code of Practice No. 6. This section states that certified businesses follow fair and efficient procedures to handle consumer complaints within a reasonable time. If a complaint is complex and cannot be resolved within 21 working days, the consumer will receive written notification of the estimated time for completion of the investigation. If a breach of the business practice principles is found, the certified business must immediately make improvements or resolve the matter. Consumers can refer their complaints to CASE for mediation, and certified companies are required to attend the mediation. CaseTrust has the authority to re-investigate any complaint, and businesses must provide whatever assistance is necessary for the investigation process.³⁷ CaseTrust aims to minimize consumer losses and avoid potential problems. If there are too many complaints and problems between CaseTrust-certified business actors and consumers, the CASE institution has the right to suspend or revoke the business actor's certification.

IV. CONCLUSION

UUPK has not been implemented correctly in consumer protection, so consumers are in a weak position. One reason is that UUPK does not require business actors to register their businesses in order to obtain certification. Implementing the Trustmark logo, such as in the CaseTrust scheme in Singapore, can be a solution to build consumer trust and increase the credibility of business actors, especially on social media and online platforms. The Trustmark logo symbolizes credibility and assures business actors meet strict consumer protection standards.

Indonesia has two consumer dispute resolution channels: litigation (court) and non-litigation (outside the court). Through the CaseTrust scheme and with the assistance of CASE, Singapore provides an example of best practice in dispute resolution. Implementing the Trustmark logo, as in Singapore, can be a preventive protection for consumers in Indonesia, especially in online transactions. There is a need for an institution in Indonesia that can certify online business actors with clear consumer protection standards, such as fair trade ethics, information security, and transparent transaction policies.

³⁶ Murshal Senjaya. *Opcit* : 729.

³⁷ Rina Arum Prastyanti. *Opcit* : 192.

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