

Legal Protection for Consumers in E-Commerce Transactions Through Facebook Marketplace with Split Payment System

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Abstract. *In today's era, technology is something that is very much needed by every group, the use of technology brings positive forms to facilitate communication and so on, but the use of technology is often misused such as electronic-based fraud or what we often know as e-commerce. Electronic commerce (e-commerce) has now reformed conventional trade, where the interaction between consumers and business actors that was previously carried out directly, which with the existence of electronic commerce, has now become an indirect interaction. The definition of e-commerce is also stated in Article 1 paragraph (2) of the ITE Law (Information and Electronic Transactions) No. 11 of 2008 which regulates, "Electronic Transactions are legal acts carried out using Computers, Computer networks, and/or other electronic media". The method used is the normative legal approach method. With research specifications using normative descriptive, where using secondary data is analyzed qualitatively. The formulation of the problem is analyzed based on the theory of legal certainty and the theory of law enforcement. The results of the study show that there are no clear rules governing the split payment system to be a legal umbrella that can protect consumers in making online buying and selling transactions using the Marketplace feature on the Facebook application which allows consumers to suffer losses due to business actors in the application. Law No. 8 of 1999 concerning Consumer Protection (UUPK) and the ITE Law are laws that regulate consumer protection and also online transactions. As a business actor, it is his obligation to provide and fulfill the rights of his consumers. Thus, consumers will get their rights as consumers and will not be harmed by business actors who commit bad acts.*

Keywords: *Buying and Selling; E-commerce; Legal Protection.*

1. Introduction

Trading electronic (e-commerce) has now reformed conventional trade, where the interaction between consumers and business actors that was previously done directly, which with electronic commerce, has now become an indirect interaction. The classic business view is also changing along with the interaction between producers and consumers in the virtual

world. Trade used in e-commerce is made to get an agreement between the seller and buyer online. This agreement is made when the goods are purchased until they reach the consumer directly. The definition of e-commerce is also stated in Article 1 paragraph (2) of the ITE Law (Information and Electronic Transactions) No. 11 of 2008 which regulates, "Electronic Transactions are legal acts carried out using Computers, Computer networks, and/or other electronic media". Trade that is carried out online can generally be equated with trade that is carried out directly (conventionally) because both contain the principle of consensualism, namely as an intermediary between the two parties to the transaction. The main difference between the transactions carried out here is the media used. In general, traditional transactions are carried out directly and are carried out slowly, while online transactions are carried out using the internet as the medium. Online transactions here can also be done anytime and anywhere if we are connected to the internet.

As a country is must protect the color of the country to be able to live side by side and safely, in facing modernization the country must be ready and anticipate in facing all forms of problems that will occur as stated in the 1945 Constitution article 28D paragraph 1 which reads "Everyone is equal before the law and the state and has the right to equal legal protection without discrimination and must be tried according to the same law".¹ As is problem Of course, a legal umbrella is needed that can protect consumers in conducting online buying and selling transactions using the Marketplace feature on this Facebook application which allows consumers to suffer losses due to business actors on the application. Law No. 8 of 1999 concerning Consumer Protection (UUPK) and the ITE Law are laws that regulate consumer protection and also online transactions. As a business actor, it is his obligation to provide and fulfill the rights of his consumers. Thus, consumers will get their rights as consumers and will not be harmed by business actors who commit bad acts.²

Various sales innovations and payment systems that have emerged have created many opportunities for individuals to commit crimes.action against the law. Starting from fraud, or goods that arrive are not worthy or do not match what is offered. As happened to my friend who experienced fraud when buying a refrigerator in the marketplace in the Facebook application with a split payment system. Split Payment is not only available in electronic media, big stores now also offer a split payment system. The sophistication of technology and electronics offered makes people easily interested and want to follow the development of the times. Instead of prestige with peers. Today's young people are willing to buy electronics with various payments. For example, onerafonemember of erajaya swasembada tbk which offers split payment in most of their physical stores and online stores. This means you can split your payment into several parts, using various payment methods such as cash, bank transfer, credit card, and PayLater. The following isa number ofmore details:

1. Supported Payment Methods:

You can combine payment methods such as cash, bank transfer, and PayLater.

¹1945 Constitution Article 28D paragraph 1

²Magfirah, Ester Dwi. "Consumer Protection in E-Commerce." Jakarta: Grafikatama Jaya (2009), p. 41.

2. Financing Institutions:

Erafone collaborates with financing institutions such as Home Credit, AEON, Kredivo, and Akulaku to simplify the installment process.

3. Credit card:

You can also use a credit card for 0% installments at Erafone.

4. Terms and Conditions:

Make sure you understand the split payment terms and conditions that apply at Erafone, especially if you are going to use a particular payment method.³

These payment systems are what inspire innovation among traders on social media to support this merchandise. The absence of definite rules because the payments formed are innovations for convenience, making certain individuals use this as an opportunity.

In Online buying and selling on Facebook for 2024 separately. However, there is some relevant information:

1. Common Online Scams:

The Ministry of Communication and Information (Kemenkominfo) recorded 405,000 reports of online transaction fraud from 2017 to 2024.

2. Facebook Marketplace:

Facebook Marketplace, as one of the popular online shopping platforms, is often targeted by fraud. Fortalice Solutions reported that 9 out of 10 online shopping fraud victims said they were scammed via Facebook or Instagram in 2021.

3. Types of Fraud:

There are various types of fraud that occur on online platforms, including fraud with the mode of offering cheap goods, fake money transfers, and others.

³ Sarif Hidayat, Hari Suryantoro, and Jansen Wiratama "The Influence of Facebook Social Media on the Development of E-Commerce in Indonesia", SIMETRIS Journal, Vol. 8 No. 2 (2017) <https://jurnal.umk.ac.id/index.php/simet/article/view/1165/1082>

4. West Java Regional Police:

West Jakarta Police have handled several cases of fraudulent buying and selling on line via Facebook, one of which involves the mode of offering goods and then being cheated.⁴

2. Research Methods

This research is a normative legal research, therefore the type of data used by the author is secondary data, namely data obtained or collected by researchers from available sources, by examining theories, concepts, and legal principles and regulations in the Law related to this writing. This research utilizes text and library research studies, including using sources of books, journals, media, scientific works, and documents related to the main issues discussed.⁵

3. Results and Discussion

3.1. Legal protection for consumers who make buying and selling transactions through the marketplace feature in the Facebook application with a split payment system.

In the marketplace feature, someone can upload merchandise online. universal which can be accessed by all users without the need to connect their accounts to each other first.

According to the results of the researcher's interview with Mrs. Zahra, one of the victims of fraud on Facebook say that :

"To buy on Facebook we don't need to be connected or friends with each other. Because it's universal. If we are looking for something, just click on the search for what is needed and it will appear."

In the marketplace we can set the seller's location so that we can search from the closest to the farthest, the goal is to adjust the delivery of goods. And choose a payment system. If it is close, people will usually take COD payments, if it is quite far, it will usually be via transfer, or can split payments to anticipate the purchase of goods.

According to the results of the researcher's interview with Mrs. Zahra, one of the victims of fraud on Facebook, she said that:

"On Facebook, we can request, what will be paid for. There are some that can be purchased through Shopee, COD, or pay directly and then the goods arrive. For payment, you can cash, transfer or split payment like I did yesterday. So it is very easy because the seller has offered many innovations. There are even some that can be paid for through funds, or OVO".

⁴ Widayati, September "Implementation of legal principles in the formation of participatory and equitable legislation", Unissula Law Journal, Volume 36 No. 2.

⁵ Abdurrahmat Sathoni, 2005. Research Methods and Thesis Writing Techniques, Rineka Cipta, Jakarta, p. 98.

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From the explanation above, there are many methods offered. make Buyers feel that shopping is easier, especially with the prices offered being cheaper.

After we search for the item we want, we can click on the item, which will then allow us to contact them directly. seller with the message feature listed. And connected via chat room to be able to make transactions, or negotiations.⁶

Starting from ensuring that the item is still available or not, communication between... seller and buyers, negotiations, transactions. They do it through chat rooms without any other features like in other applications.

According to the results of the researcher's interview with Mrs. Zahra, one of the victims of fraud on Facebook said that :

"I don't understand whether the application is supervised or not, but in practice in the marketplace, I and the seller communicate directly from the start of the order, payment, to delivery. So, if it turns out that it has been paid for but not sent, we can't do anything. Because first we don't know each other, then we don't meet directly, the third between me and the seller does not need to be connected to each other's accounts. Which allows the seller to block my account easily".

Direct communication between sellers and buyers without application monitoring makes this feature very vulnerable to fraud. . The lack of transparency and unsupervised purchasing process makes it vulnerable to crime. A purchase journey that is not flowing and transparent is the responsibility of both parties.

According to the results interview Mrs. Zahra, one of the victims of fraud on Facebook, said that:

"I had no doubts at all because the picture he showed was so clear. And the price being sold was not much different from the original price. So I didn't think it was a scam."

If we look at PP No. 82/2012, it provides details about the process, requirements, and consumer protection in electronic transactions. This is important for business actors and consumers to conduct online transactions safely and legally, including regarding obligations. trader in e-commerce.

PP No. 82/2012, which regulates the implementation of electronic systems and transactions (PSTE), provides details on the process, requirements, and consumer protection in electronic transactions. This regulation is the legal basis for business actors who operate PSTE in their business activities.

⁶Ilham Fariduz Zaman SH, Consumer Protection; Definition, Forms, and Importance, Pustaka Aksara, February 2023 edition.

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Understanding the provisions in PP No. 82/2012 is very important for actors business and consumers to ensure online transactions are safe, legitimate and protect their respective interests.

Based on the regulations above, it is clear that buying and selling on the Facebook marketplace has less security and does not protect the interests of each party, where buyers will be more disadvantaged compared to the seller.

From the start of the bidding process to the purchase, it is done only by both parties. party, the end-to-end process is not transparent and supervised, allowing one party to do something that can be detrimental.

If we look at the theory of legal certainty according to Sudikno Mertokusumo:

Legal certainty is a guarantee that the law is enforced, citizens' rights can be obtained, and legal decisions can be enforced.

From the results of the discussion above, it is clear that there are no specific regulations governing fraud that is rampant in online trading with increasingly innovative payment systems, so that victims cannot claim their rights and receive protection. law as consumers. In addition, there is no judge's decision that can be used as a reference because of the many and diverse cases of fraud that occur in online trading so that many victims do not bring this to the authorities and do not get their rights back.

Online buying and selling transactions have become an integral part of modern life, bringing significant convenience and efficiency. One platform that has thrived as an arena for these transactions is Facebook through its Marketplace feature. This feature allows users to sell and buy goods without having to be connected as friends, reaching a very wide audience. However, this convenience also comes with risks, especially related to legal protection for consumers, especially in increasingly diverse payment systems such as split payments.

3.1.1. Characteristics of Buying and Selling on Facebook Marketplace and Consumer Protection Challenges

Facebook Marketplace offers incredible convenience in conducting buying and selling transactions. Sellers can easily upload photos and product descriptions, while buyers can search for the items they need universally, even with location settings to find the nearest seller. This feature allows direct interaction between sellers and buyers through the message feature, starting from price negotiations, stock confirmation, to agreements on payment and shipping methods. Various payment methods are available, starting from COD, bank transfers, to digital wallets such as Dana or OVO, even split payment systems.⁷

⁷Ulfah Nur Aini Ningrum, 2013, The Influence of News Links on Facebook on Interest in Reading News (Study on Factory Workers at PT Gajah Tunggal Tbk Tangerang), UII Press, Yogyakarta

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However, behind this convenience lies a significant vulnerability. As expressed by Mrs. Zahra, a victim of fraud on Facebook Marketplace, the communication and transaction process often only occurs between two parties without monitoring or a monitoring system from Facebook itself. "I don't understand whether the application is monitored or not, but in practice in the marketplace, I and the seller communicate directly from the start of ordering, payment, to shipping. So, if it turns out that it has been paid for but not sent, we can't do anything. Because first we don't know each other, then we don't meet in person, thirdly, I and the seller don't need to be connected to each other's accounts. Which allows the seller to block my account easily," said Mrs. Zahra.

The lack of transparency and oversight in the end-to-end transaction process is the root of the problem, placing the onus entirely on both parties and leaving consumers highly vulnerable to fraud. Sellers can easily block buyers' accounts once payment is received, leaving buyers with no trace or ability to claim their rights. Ms. Zahra's case shows how sellers can use the similarity of prices and images of genuine products to convince buyers, allowing fraudulent transactions to proceed without initial suspicion.

3.1.2. Limitations of Formal Legal Protection and Its Implementation

Normatively, consumer protection in Indonesia is regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK) and other implementing regulations such as Government Regulation Number 82 of 2012 (later revised to PP Number 71 of 2019) concerning the Implementation of Electronic Systems and Transactions (PSTE). PP PSTE, in particular, details the process, requirements, and consumer protection in electronic transactions, including the obligations of business actors in e-commerce. However, the challenge is how these rules can be applied effectively to platforms such as Facebook Marketplace which have unique characteristics.⁸

In the context of Facebook Marketplace, although UUPK provides consumer rights and PP PSTE regulates electronic transactions, its application is ambiguous. Facebook, as a platform provider, is not directly involved in the payment or delivery process. They only provide a "place" or "container" for sellers and buyers to interact. As a result, the protection provided by Meta (Facebook's parent) tends to be an internal policy, such as blocking the accounts of sellers who are proven to have committed fraud or purchase protection through Meta's Purchase Protection for eligible transactions, rather than a comprehensive legal guarantee.

Legal certainty, according to Sudikno Mertokusumo, is a guarantee that the law is enforced, citizens' rights can be obtained, and legal decisions can be implemented. In the case of fraudulent transactions on Facebook Marketplace, this legal certainty is often difficult to achieve. The absence of rules that specifically regulate fraudulent practices that are rampant on this kind of platform, especially with innovative payment systems such as split payments, makes it difficult for consumers to claim their rights. Many victims of fraud do not report these incidents to the authorities because of the lack of legal references or decisions that can

⁸Budi Riswadi Agus, 2013, Law and the Internet in Indonesia,, UII Press,, Yogyakarta

be used as a basis, and because they feel the legal system is ineffective in handling such cases. Therefore, existing positive law has not fully provided adequate protection for consumers amidst the dynamics of online transactions that continue to develop.

3.1.3. The Importance of Good Faith and Consumer Dispute Resolution Efforts

Given the complexity of consumer protection on Facebook Marketplace, good ethics from both parties are crucial. Both sellers and buyers have an obligation to transact honestly and responsibly. Buyers, in particular, have an obligation to be careful in selecting sellers, checking reputations, reviews, and ensuring product details before making payments. Storing proof of transactions and communications is also very important as a reference in case of problems.⁹

Although preventive legal protection through general regulations has not fully reached the specific transactions in Facebook Marketplace, repressive efforts are still available for consumers who are harmed. UUPK emphasizes that consumers who are harmed can file a lawsuit against business actors through a dispute resolution institution (such as BPSK) or through general courts. Dispute resolution can be carried out through non-litigation channels (outside the court), such as deliberation, negotiation, mediation, or arbitration through the Consumer Dispute Resolution Agency (BPSK). BPSK, with its duties and authorities as stipulated in Article 52 UUPK and Decree of the Minister of Trade and Industry 350/2001, provides mediation and conciliation facilities to reach a settlement agreement.¹⁰

In cases of fraud on Facebook Marketplace, consumers are advised to first try the deliberation route with the seller. If there is no clear solution, a complaint can be filed with BPSK. However, the effectiveness of BPSK depends on the availability of seller information, including a clear address. If non-litigation routes do not produce a solution, the last option is litigation through the district court. Although the court route tends to be time-consuming and expensive, it is a formal legal option to seek justice. It is important to note that Facebook's role in helping resolve these disputes is still limited, and legal accountability lies entirely with the seller and buyer themselves. This emphasizes the need for more specific regulations and stronger law enforcement mechanisms for transactions on User Generated Content platforms such as Facebook Marketplace.¹¹

From an in-depth analysis of buying and selling transactions on Facebook Marketplace, the author concludes that there is a crucial paradox in the context of legal protection for consumers. On the one hand, this feature offers convenience and unlimited accessibility, facilitating direct interaction between parties that is highly sought after in the digital era. However, on the other hand, this convenience comes with serious consequences in the form of the inability of the existing legal framework to provide adequate protection, especially when sophisticated payment methods such as split payments are applied and fraud cases occur.

⁹Gunelius. S, 2011, 30-Minute Social Media Marketing, McGraw-Hill Companies, United States

¹⁰Subekti, 2003, Principles of Civil Law, Jakarta, Intermasa, Jakarta.

¹¹Salim, 2008, Contract Law: Theory and Techniques of Contract Preparation, Sinar Grafika, Jakarta.

First, the paradox arises from the gap between the promise of convenience and the reality of vulnerability. Facebook Marketplace, with its P2P (peer-to-peer) communication characteristics without transactional mediators, inherently creates an environment where consumer protection principles mandated by the Consumer Protection Law – such as the right to accurate information and compensation – are difficult to enforce. Consumers are faced with a situation where the seller's good ethics are the only line of defense. When this good faith collapses, as in cases of fraud, anonymity and the ease of blocking accounts allow perpetrators to escape with impunity, leaving consumers without a clear legal path to claim their rights. This is a reflection of the systematic failure to apply consumer protection theory to a unique digital business model.

Second, the paradox lies in the inability of the theory of legal certainty to reach digital reality. Although there are regulations on electronic transactions (PP PSTK), the general nature and lack of specificity of these regulations for platforms such as Facebook Marketplace, which do not fully control the transaction and payment process, create a "black" area where legal certainty is shaky. The absence of legal precedents and the slow adaptation of regulations to technological innovations, especially in complex payment mechanisms, result in consumers having no clear guidance on how their rights are guaranteed or how dispute resolution can be achieved effectively. The law, which should be a guideline and a provider of security, actually seems passive in the face of the rapid dynamics of the digital market.

Third, this paradox highlights the limitations of legal protection theory in the face of the evolution of digital crime. Although the law aims to protect individuals from arbitrary actions and ensure access to justice, existing mechanisms (such as BPSK) are often ineffective in practice in social media marketplaces. Limited seller data, the transactional nature that is not transparently recorded by the platform, and the lack of strong evidence complicate legal efforts. This illustrates that although the intention to provide legal protection exists, its implementation has not been able to overcome the challenges posed by the User Generated Content-based marketplace model, where legal accountability is often unclear and fragmented.

As a final conclusion, the author realizes that consumer legal protection in online transactions on Facebook Marketplace, especially with the split payment scheme, is in a very vulnerable condition. Collective and comprehensive efforts are needed, not only from the consumer side in increasing digital awareness and literacy, but also from the policymaker side in formulating more adaptive and specific regulations. Most importantly, platforms like Facebook need to be encouraged or required to be more proactively responsible in creating more robust transactional monitoring and dispute resolution mechanisms, in order to realize a balance between digital innovation and the protection of fundamental consumer rights.

3.2. Settlement of consumer disputes if there are legal problems in conducting online transactions on the Marketplace feature with a split payment system.

The digital era has transformed the landscape of commerce, enabling increasingly complex online transactions, including through the Marketplace feature on the Facebook app with its innovative split payment system. While this system offers convenience, it also brings with it significant complexity in the legal realm, especially regarding consumer dispute resolution. Online fraud is a real risk, requiring a comprehensive understanding of the procedures and legal frameworks available to consumers.

3.2.1. Law Enforcement Challenges and Litigation Paths in Online Fraud Dispute Resolution

Cases of fraud in online transactions, especially those occurring on platforms such as Facebook Marketplace, highlight the major challenges in law enforcement.¹² As previously stated, the characteristics of direct communication between parties without adequate platform supervision make these transactions vulnerable. Law Number 1 of 2024 concerning the Second Amendment to the ITE Law, through Article 28 paragraph (1), explicitly prohibits "any person from intentionally distributing and/or transmitting Electronic Information and/or Electronic Documents containing false notifications or misleading information that results in material losses for consumers in Electronic Transactions." This violation is punishable by a maximum imprisonment of 6 years and/or a maximum fine of IDR 1 billion (Article 45A paragraph (1) of Law 1/2024).¹³

Despite these criminal provisions, the process of resolving civil disputes, especially to obtain material compensation, often does not run smoothly. In non-transparent end-to-end transactions such as on Facebook Marketplace, tracking down perpetrators and obtaining strong evidence is a major obstacle. Consumers often have difficulty in gathering sufficient evidence to take to court, such as screenshots of conversations, proof of transfers, and the identities of perpetrators who are often anonymous.¹⁴

Some initial preventive and repressive steps that consumers can take to deal with online fraud include:

- a. Report to Kominfo Check Account: This site allows reporting of bank accounts or e-wallets suspected of being linked to criminal acts, helping to compile a database of cybercriminals.
- b. Report to Kominfo Complaint Number: To report misuse of mobile numbers that are suspected of being fraudulent.

¹²Muhammad Habib Husin et al., "Legal Protection for Consumers in Online Buying and Selling Transactions Reviewed from the Civil Code," *Jurnal Hukum Lex Generalis* 5, no. 4 (April 2024): 1–17. 4

¹³Ahmadi Miru and Sutarman Yodo, 2015, *Consumer Protection Law*, Grafindo Persada, Jakarta.

¹⁴Wahyu Sasongko, 2007, *Basic Provisions of Consumer Protection Law*, University of Lampung, Bandar Lampung.

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- c. Report to the Police: Consumers can go directly to the nearest police station (Polsek, Polres, Polda, or Mabes Polri) by bringing all relevant evidence (evidence of conversations, screenshots, recordings, proof of transfers).

It is important to underline that the absence of specific rules governing online fraud with various innovative payment methods (such as split payment) often leads to confusion in law enforcement. Therefore, consumers are advised to be more careful of unreasonable offers and always keep all evidence of transactions in preparation if the case must be brought to court.¹⁵

3.2.2. Dispute Resolution in Electronic Trading (E-Commerce) and Choice of Forum and Choice of Law Issues

Disputes in Electronic Trading (E-Commerce), as regulated in Government Regulation Number 80 of 2019, can be resolved through the courts or non-litigation mechanisms. However, the complexity of E-Commerce arises from the involvement of many parties: consumers, business actors, electronic system providers (marketplaces), payment gateways, and delivery services. Determining which party is responsible for the loss is a challenge in itself.¹⁶

Another legal issue that often arises in PMSE is the existence of standard form contracts or terms and conditions made unilaterally by the electronic system provider. Consumers often have to agree to these clauses, including choice of forum and choice of law clauses. An interesting phenomenon is that many Indonesian platforms actually choose foreign forums and laws (for example, Singapore Courts or Singapore law) in their terms & conditions, as seen on Shopee or Traveloka.¹⁷

Theoretically, this choice of forum and choice of law is permitted under Article 118 paragraph (4) HIR (and Article 142 paragraph (4) RBg), as well as Article 18 paragraph (4) of the ITE Law and Article 74 paragraph (1) of the PMSE PP for international PMSE. This means that the parties are given the authority to choose a court forum, arbitration, or other alternative dispute resolution institution. However, it is important to note that choice of law is only possible if there is a foreign element in the contract and must be in line with the principles of International Civil Law (IPL).¹⁸ In practice, the choice of foreign forum and law can complicate Indonesian consumers' access to justice, because they have to deal with a foreign legal system and higher costs. However, several Indonesian Court decisions have shown the possibility of waiving the choice of forum and choice of law clauses if the Indonesian Court is considered "The Most Appropriate Forum". This consideration is based on the principle of fast, simple, and low-cost justice; the domicile of the parties in Indonesia; the availability of witnesses and

¹⁵Ahmad Miru, 2008, *Contract Law and Agreement Drafting*, Sinar Graphic, Jakarta.

¹⁶Azhar Muttaqin, 2009, *E-Commerce Transactions in the Review of Islamic Law*, Muhammadiyah University of Malang, Malang.

¹⁷Kapang, FY 2009, *Planet Facebook 6 Tricks to Master Facebook* Cemerlang Publishing, Yogyakarta.

¹⁸Tony Hendroyono, *Facebook: The Social Networking Site Worth 15 Billion Dollars* (Yogyakarta: B First, 2009). 83.

documents in Indonesia; and considering the principle of balance in contracting, good faith, and the public interest in the form of consumer protection.¹⁹

3.2.3. Non-Litigation Dispute Resolution Options and the Role of Government

In addition to litigation, consumer dispute resolution in PMSE can also be pursued through non-litigation mechanisms. The Consumer Protection Law has provided a forum such as the Consumer Dispute Resolution Agency (BPSK) to help consumers resolve disputes outside the court. However, the effectiveness of BPSK depends on the availability of clear perpetrator data, which is often a problem in cases of online fraud on less structured marketplace platforms such as Facebook.²⁰

The government, through the Ministry of Trade, also has a role in supervising PMSE. Consumers can report electronic system providers or business actors to the Minister of Trade if they experience losses. If business actors do not follow up on the report, they can be included in the priority list of supervision or blacklist, and subject to administrative sanctions in the form of written warnings, to temporary blocking of PMSE services. This shows that there are government efforts to supervise and impose administrative sanctions on business actors who harm consumers in PMSE.

However, dissemination of information on consumer rights and dispute resolution procedures relevant to the rapid development of online transactions, as well as how to address vulnerabilities in features such as Facebook Marketplace, still needs to be improved. It is important for consumers to understand that their responsibilities also include being careful and cautious in making transactions, including not being easily tempted by unreasonable offers and always keeping proof of correspondence and payment transactions. Ultimately, collaborative efforts between the government, platforms, business actors, and consumers themselves are key to creating a safer and more protected online transaction ecosystem.²¹

The journey of tracing the resolution of consumer disputes in online transactions on Facebook Marketplace, especially with the innovative split payment system, has revealed a multidimensional complexity. As a writer, I feel that there is a significant discrepancy between the idealism of legal theories that are the basis for consumer protection and the practical reality in the field, which is caused by the unique characteristics of digital platforms and increasingly sophisticated cybercrime.

¹⁹Muhammad Habib Husin et al., "Legal Protection for Consumers in Online Buying and Selling Transactions Reviewed from the Civil Code," *Jurnal Hukum Lex Generalis* 5, no. 4 (April 2024): 1–17. 4

²⁰Onno W Purbo and Anang Arief Wahyudi, 2010, *Getting to Know E-Commerce*, Elex Media Computindo, Jakarta.

²¹Amiruddin Sormin, "Selling COD HP on Facebook Marketplace, This Man from Natar Cheats Buyers, Here's How He Does It," in <https://lampungpro.co/news/jual-cod-hp-di-marketplacefacebook-pria-asal-natar-ini-tipu-pembeli-begini-modusnya->. (accessed on February 24, 2025).

First, when viewed from the Consumer Protection Theory, it is clear that fundamental consumer rights, such as the right to accurate information and the right to compensation, are often eroded in transactions on Facebook Marketplace. The P2P communication model without adequate platform provider intervention and supervision makes the implementation of protection principles such as negligence or breach of warranty very difficult. Consumers find it difficult to prove negligence or default by sellers because of the anonymity and ease of eliminating communication traces. Furthermore, the concept of strict product liability is almost inapplicable to Facebook because of their role as only a space provider, not a seller of the product itself. This creates a huge gap where protection that should be comprehensive becomes very partial, leaving consumers in a very vulnerable position.

Second, from the perspective of the Theory of Legal Certainty, this situation presents serious challenges. Legal certainty, which expects clear norms and guidelines for individuals, has proven to be unable to fully keep up with the speed of technological innovation, especially in payment methods such as split payments. Although there are regulations on Electronic Transactions, their general nature and lack of detail on User Generated Content (UGC) mechanisms such as Facebook Marketplace, create ambiguity. The practice of choice of forum and foreign choice of law in standard agreements further complicates the situation, even though there are court precedents that can override them. This reality shows that the law, which should be a guideline for knowing "what is and is not allowed to be done", is unclear and not optimal in providing legal security. The complicated and inefficient legal process in handling online fraud cases also erodes public trust in the system, thus threatening the goal of legal certainty itself.

Third, the existence of the Legal Protection Theory highlights the urgency of efforts to protect individual rights and ensure access to justice. Available dispute resolution mechanisms, both litigation and non-litigation (such as BPSK), although they exist, are often ineffective for online fraud cases on Facebook Marketplace. Obstacles such as lack of perpetrator identity data, non-integrated payment methods, and the nature of transactions that are not transparently recorded by the platform, complicate the process of proof and law enforcement. Legal protection that should be proactive and effective in dealing with arbitrary acts (fraud) becomes reactive and often late. This underlines that although the intention to protect consumers is strong in theory, its implementation in the field still faces significant structural and technological obstacles.

In closing, the author concludes that the resolution of consumer disputes in online transactions on Facebook Marketplace with a split payment system still faces many legal and practical obstacles. The weaknesses lie in three main pillars: the inadequacy of specific regulations capable of handling unique business models and payment methods, difficulties in law enforcement due to the anonymity and lack of transparency of the platform, and challenges in providing effective access to justice for consumers. Therefore, collaborative and innovative efforts are needed from all parties—the government in adapting regulations, platforms in improving security and transparency, and consumers in improving digital literacy—so that the theory of legal protection can truly be manifested in the reality of online commerce.

4. Conclusion

The phenomenon of buying and selling transactions on Facebook Marketplace, especially with the split payment scheme, has given rise to a significant paradox: on the one hand, extraordinary transactional convenience, on the other hand, acute vulnerability of legal protection for consumers. From the perspective of Consumer Protection Theory, fundamental consumer rights, such as the right to accurate information and compensation, are vulnerable to erosion. The characteristics of private conversations between sellers (business actors) and buyers (consumers) without adequate platform provider supervision, make it difficult to prove negligence or breach of warranty, while strict product liability cannot be fully applied to Facebook as a space provider. This creates a legal loophole that puts consumers in a very weak position when fraud occurs. Furthermore, the Legal Certainty Theory which emphasizes clarity and guidelines for individuals, faces serious challenges in this digital realm. Existing regulations, although they regulate electronic transactions, are not specific enough and are not adaptive enough to the User Generated Content (UGC)-based marketplace model and payment innovations such as split payments. The ambiguity of the rules regarding platform liability, the practice of choice of forum and foreign choice of law in standard contracts, and the lack of judges' decisions that serve as precedents, create uncertainty that erodes public trust in the legal system. Finally, when viewed from the perspective of Legal Protection Theory, although there are various dispute resolution mechanisms—both litigation and non-litigation such as BPSK—their effectiveness is often hampered by the anonymity of the perpetrators, the lack of transparency of transactions on the platform, and the difficulty in collecting strong evidence. This shows that the intention to provide legal protection, although strong in theory, has not been able to be optimally manifested in the reality of online trading practices, leaving consumers in a gray area of legal protection that requires progressive regulatory reform and increased responsibility from all related parties.

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