

Online Shop Business Owners' Responsibilities to Consumers for Damaged Goods Received Through the Facebook Marketplace Application

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ABSTRACT

Technological advances have fueled the rise of online buying and selling, including through platforms like Facebook Marketplace. The ease of access and efficiency of the services provided have made this platform popular among the public, although this has also given rise to various types of legal issues, particularly regarding consumer protection. This study aims to analyze the responsibility of business actors for damaged products received by consumers and the legal protection mechanisms that can be applied in such transactions. This study applies an empirical approach, data collection techniques using observation and interviews. The findings indicate that responsibility for damaged goods rests with the seller as the business actor, as stipulated in the provisions on consumer protection as stipulated in Law Number 8 of 1999, which requires compensation to be provided in the form of a refund, product exchange, or other form of compensation within a certain time period. However, the implementation of legal efforts to protect consumers has not been optimal in its application due to limited monitoring mechanisms and dispute resolution processes on the Facebook Marketplace platform. In addition, consumers are often in a vulnerable position due to the lack of transaction security systems and seller identity verification. Therefore, efforts are needed to strengthen legal awareness, foster a commitment to good faith among business actors, and encourage vigilance among consumers.

Keywords: Responsibilities of Business Actors, E-Commerce, Facebook Marketplace

INTRODUCTION

Rapid technological advancements have significantly boosted the emergence of electronic-based transactions, particularly through digital commerce, namely online buying and selling. Online transactions offer numerous benefits to many parties, increasing their popularity among both producers and consumers. E-commerce generally contributes to convenience and benefits for consumers, making product acquisition more practical and flexible, and for producers, simplifying and streamlining the marketing process. However, the use of the internet for transactions is not without its challenges.¹

¹Fazrin Septian, Yuniar Rahmatiar, and Muhamad Abas. Legal Protection for Consumers in E-Commerce Transactions Through Instagram Social Media. Collegium Studiosum Journal, Vol. 6 No. 2, 2023, p. 617.

Efforts to increase productivity and efficiency in business activities can pose various risks to consumers if not supported by adequate protection mechanisms. In addition, the ease of access offered by the internet has encouraged people to change from conventional buying and selling to electronics. This shift is based on the perception that internet-based trading systems are more practical, faster, and more accessible. Commercial transactions through electronic systems, especially the internet, do offer various benefits, but they can also cause losses.²

In various sectors, such as e-commerce and the financial services sector, the instant exchange of information is possible thanks to fast online digital transactions.³ Among existing e-commerce, one of the ones that is experiencing rapid development is commerce through social media, especially Facebook Marketplace. This platform allows each individual to act as a business actor without having to meet formal requirements like conventional marketplaces. Ease of access, low cost, and lack of internal regulations make Facebook Marketplace very popular with the public. However, these conditions simultaneously create legal vulnerabilities for consumers, especially since transactions are often carried out without a clear written agreement, without guarantees of payment security, and without an effective way to resolve conflicts.⁴

The state that has the role and responsibility of safeguarding the interests of the wider community is obliged to provide guarantees of legal clarity as well as get guarantees of protection provided to consumers. The obligations that have been regulated are realized through Law Number 8 of 1999 concerning Consumer Protection (UUPK), which is designed to realize a consumer protection system that provides legal certainty and a balance between the interests of business actors and consumers.⁵

Meanwhile, business actors are required to carry out their business activities honestly and in good faith. As well as conveying accurate and accountable information, along with ensuring the quality of all forms of products and/or services offered, the principle of business actors' accountability in the aspect (product liability) is an important instrument to ensure the fulfillment of consumer protection.⁶

However, laws and regulations related to consumer protection. It is basically prepared based on a conventional transaction model, so it does not explicitly accommodate the unique characteristics of electronic transactions carried out using social media facilities including Facebook Marketplace. To overcome this shortcoming, Law Number 11 of 2008 concerning Information and Electronic Transactions, which was later amended by Law Number 1 of 2024 (ITE Law), was passed to ensure the certainty of the legal rules governing the use of information technology systems in electronic transaction activities.

²Sri Redjeki Hartono, Legal Aspects of Consumer Protection in the Free Trade Era, in Consumer Protection Law (Bandung: Mandar Maju, 2000), p. 33.

³Rahmatiar, Yuniar, "Legal protection of consumers against misuse of personal data by business actors in the digital era." Journal of Economics, Vol. 13 No. 03, 2024, p. 1915.

⁴Budi Agus Riswandi, Law and the Internet in Indonesia, UII Press, Yogyakarta, 2016, p. 87.

⁵Shidarta, Indonesian Consumer Protection Law, Grasindo, Jakarta, 2018, p. 9.

⁶Celina Tri Siwi Kristiyanti, Consumer Protection Law, Sinar Grafika, Jakarta, 2016, p. 143.

However, the practical implementation of the legal provisions of the ITE Law on e-commerce through Facebook Marketplace still faces several obstacles. Facebook does not function as a conventional marketplace intermediary in transactions, but rather simply provides a platform for interaction between users. This situation makes the platform's legal liability for consumer losses unclear. Furthermore, the anonymous and cross-border nature of legal enforcement mechanisms against businesses makes it extremely difficult.⁷

Sutedi emphasized that the role of marketplace platforms, such as Facebook Marketplace, is to facilitate transactions, while primary responsibility for goods remains with the seller. The platform is responsible for ensuring the system runs safely and efficiently, but does not bear substantial risk for damage to goods. Therefore, the primary legal relationship remains between the seller and the consumer.⁸

One example is the case experienced by an account owner named Ahlam, a consumer who made a purchase through Facebook Marketplace. The item purchased was an MKL LED MK1 bi-led light. However, when the item was received, it was damaged. Damage to the light was visible, and when connected to the battery, the high beam light would not turn on. The consumer also had video evidence showing that the item was indeed damaged. The consumer contacted the seller to complain and request a refund or exchange, but received no response from the seller.

In practice, many business actors still fail to fulfill their obligations to respect consumer rights. For example, when a consumer receives goods in a damaged condition, which is clearly detrimental to the buyer. Such incidents result in violations of consumer rights based on Article 4 paragraph (3) "the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services" and Article 4 paragraph (8) of the Consumer Protection Law, namely "the right to receive 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".⁹

The existence of e-commerce platforms like Facebook Marketplace does not eliminate the potential for violations that could result in consumer losses. In online transaction systems, where interactions between sellers and buyers occur without face-to-face interaction, various forms of fraud and errors are highly likely and constitute a major issue that requires attention. Furthermore, other weaknesses that consistently arise in e-commerce include low-quality goods or inadequate manufacturer service, inaccuracies between goods received and those offered, errors in the payment process, and delivery issues such as delays or inaccuracies in delivered goods, which are often not clearly stipulated in the terms and conditions.¹⁰

⁷Budi Suhariyanto, *Information Technology Crimes (Cybercrime)*, RajaGrafindo Persada, Jakarta, 2014, p. 65.

⁸Sutedi, *Business Law: Electronic Transactions and Consumer Protection*, (Jakarta: Rajawali Pers, 2016), p. 88.

⁹Putu Sika Adi Putra and I Gede Artha. "Legal Protection for Consumers Buying Online Goods That Are Inappropriate to What Was Offered." *Kertha Semaya Journal*, Vol. 8 No. 6, 2020, p. 1074.

¹⁰Subekti, *Contract Law*, Intermasa, Jakarta, 2004, p. 79.

RESEARCH METHODS

The research in this journal applies an empirical approach, focusing on presenting a factual picture of field conditions based on existing realities. The researchers used three types of legal materials as the basis for the analysis. Primary data was obtained directly in the field through observations and interviews with consumers involved in online sales transactions. The respondents in this study, who were the objects of study, were consumers who experienced losses due to the seller's actions in the transaction. Furthermore, this research was enriched with various relevant legal theories as a basis for analysis. Research sources included primary legal sources, secondary legal sources, and non-legal sources.

Primary legal sources refer to legal sources that serve as the primary reference and are binding and possess official authority. These sources include laws, official government documents or records, and minutes related to the legislative process. Meanwhile, secondary legal sources serve to provide explanations and interpretations of applicable legal provisions. These sources can include law books, research works such as theses, legal journal articles, and scientific publications relevant to the problem being studied. In addition to these two types, this study also relies on non-legal sources to support the data, such as information from the internet, reports, and other relevant sources. Data analysis uses a qualitative method with a descriptive-analytical approach.

RESULTS AND DISCUSSION

Online Business Actors' Responsibilities to Consumers for Damaged Goods Received Through Facebook Marketplace

Technological advancements have brought significant changes to trade activities. Buying and selling, which used to be conducted face-to-face, has now shifted to electronic systems or e-commerce. Social media, including Facebook Marketplace, is one of the most widely used platforms for selling through its marketplace feature, which connects sellers and consumers online.¹¹

Under Law Number 8 of 1999 concerning Consumer Protection (UUPK), there is no detailed explanation of the types of goods for which sellers are responsible and the extent to which such liability must be met. However, losses incurred by sellers in online shopping applications should be redressed, for example, by providing compensation to consumers for losses resulting from the seller's errors or negligence.¹²

Compensation for consumers can be provided in the form of a refund or an exchange for goods received that do not match the order. In addition, business actors are obliged to provide accountability to consumers, as regulated by Law Number 8 of 1999 concerning

¹¹Bernadetta Tjandra Wulandari and Paku Putra Alam, "Legal Review of Business Actors' Accountability in Buying and Selling Transactions Through Marketplaces," *Jurnal Paradigma Hukum Pembangunan*, Vol. 5 No. 2, 2020, p. 148.

¹²Lestari, Ni Made Dewi Intan, and Dewa Nyoman Rai Asmara Putra. "Legal Protection for Consumers Due to Losses Inflicted by Online Shop Business Actors on Instagram." *Kertha Semaya: Journal of Legal Science* 7, No. 10 (2019): 1-14.

Consumer Protection, specifically Article 19, which regulates seller liability for losses experienced by consumers, namely:¹³

1. "Business actors are responsible for providing compensation for damage, pollution and/or consumer losses resulting from consuming goods and/or services produced or traded.
2. Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of applicable laws and regulations.
3. Compensation will be provided within a period of 7 (seven) days after the transaction date.
4. The provision of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal charges based on further evidence regarding the existence of an element of error.
5. The provisions as referred to in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error is the consumer's fault."

The provisions regarding providing compensation to consumers are regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 19 (2) states "Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of applicable laws and regulations", the obligation of business actors to provide compensation is increasingly emphasized in Article 7 (g) of the UUPK, which is obliged to provide compensation or is obligated by business actors to provide compensation for losses if there is a discrepancy between the goods and/or services received and the agreement. Furthermore, Article 19 (3) of the UUPK emphasizes that compensation must be provided no later than seven days after the transaction process.

Law Number 8 of 1999 concerning Consumer Protection stipulates prohibitions for business actors. These provisions outline various prohibited actions in conducting business activities, with the aim of ensuring and protecting consumer rights, as stipulated in Article 8:¹⁴

- 1) "Business actors are prohibited from producing and/or trading goods and/or services that:
- 2) does not meet or does not comply with the required standards and provisions of laws and regulations;
- 3) does not correspond to the net weight, net content or net quantity, and quantity in the calculation as stated on the label or label of the goods;
- 4) does not correspond to the size, measure, weight and quantity calculated according to the actual size;

¹³Law Number 8 of 1999 concerning Consumer Protection, Article 19.

¹⁴Law Number 8 of 1999 concerning Consumer Protection, Article 8.

- 5) does not conform to the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;
- 6) does not conform to the quality, level, composition, processing, style, mode or specific use as stated in the label or description of the goods and/or services;
- 7) does not comply with the promise stated in the label, label description, advertisement or sales promotion of the goods and/or services;
- 8) not including the expiry date or the best period of use/utilization for certain goods;
- 9) does not follow the provisions for halal production, as stated in the "halal" statement on the label;
- 10) not attaching labels or making product descriptions containing the name of the product, size, net weight/contents, composition, instructions for use, date of manufacture, side effects, name and address of the business actor and other information for use which according to regulations must be attached/made;
- 11) does not include information and/or instructions for use of the goods in Indonesian in accordance with applicable laws and regulations.
- 12) Business actors are prohibited from trading damaged, defective or used goods, or contaminated goods without providing complete and correct information about the goods in question.
- 13) Business actors are prohibited from trading damaged, defective, used or contaminated pharmaceutical and food supplies, with or without providing complete and correct information.
- 14) Business actors who commit violations in paragraph (1) and paragraph (2) are prohibited from trading the goods and/or services and are required to withdraw them from circulation."

In transactions through Facebook Marketplace, the legal relationship is essentially a direct one between the seller and the buyer. The platform acts solely as an intermediary, connecting businesses and consumers without directly intervening in payment or delivery transactions. Therefore, primary responsibility for damage or inaccuracy of goods remains with the seller. Facebook, as the platform provider, cannot be held directly liable for any losses incurred, unless there is negligence in the management or operation of its electronic system. This situation differs from marketplaces that use escrow, which generally provide greater protection to buyers in each transaction.¹⁵

Legal Protection for Consumers in Buying and Selling on Facebook Marketplace

Online transactions on Facebook Marketplace often raise various legal issues related to consumer protection. One recurring issue is that buyers receive damaged or defective items, either due to unsecured shipping or product quality that doesn't match the seller's description. This situation is further complicated by the difficulty consumers face in enforcing their rights, such as refunds, replacements, or compensation, as Facebook

¹⁵Riva Putri Ayu Agustin & Ahmad Suryono, "Legal Analysis of Business Actors' Responsibilities in Facebook Marketplace Transactions," Indonesian Journal of Law and Justice, 2025, p. 5.

Marketplace doesn't offer the robust dispute resolution mechanisms available on larger e-commerce platforms.¹⁶

Based on an interview conducted with an informant from Purwakarta City, Ahlam, a vehicle lighting specialist, an overview of consumer experiences in making transactions on Facebook Marketplace was obtained. Ahlam said that transactions via social media need to be carried out with caution, because the risk of fraud by business actors is quite high. He emphasized that consumers should always be vigilant when shopping online. According to his experience, "I once bought a Biled lamp with a total payment of IDR 200,000. In the product description, the lamp was described as safe and functioning well. However, when the item was received, the lamp was in a damaged condition; the high beam function did not turn on when connected to the battery, I have tried to contact the seller to request a refund or replacement of the item, but did not get a response. In fact, my account was blocked by the seller so he could not continue communication."

Based on the problems experienced, the author asked informants about the factors that encourage consumers to make online transactions, "I chose to shop online because the products offered looked attractive and the prices were more affordable, I assumed that buying online would yield greater profits. However, the experience I had was the opposite, the goods received did not match the description given by the seller, resulting in a loss for me."

Based on interviews, informants stated that online transactions offer consumers various conveniences when shopping. However, consumers should remain vigilant to avoid the risk of fraud. One recommended measure is to agree on the terms of the transaction in advance, particularly regarding the return mechanism or compensation if the product is received in a defective condition or does not match the seller's description.

In addition, Law Number 1 of 2024 concerning the second amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, Article 28 (1) also provides a basis for security protection in digital transactions. This provision requires electronic system managers to ensure that the systems used are reliable and secure in their operations. However, in practice on Facebook Marketplace, this protection has not been implemented optimally and may be caused by the absence of a truly strict seller verification process, the absence of a secure payment system such as escrow, and the lack of an effective complaint mechanism. These conditions put consumers at greater risk of experiencing various problems, including fraud and goods that do not match the description.¹⁷

In Indonesia, legal protection is defined as the efforts of authorized institutions or agencies to guarantee and protect individual interests through their respective powers. Consumers who intend to or have already entered into a buying and selling transaction are more vulnerable to becoming victims of fraud if they lack a sufficient understanding of applicable legal provisions. Law Number 8 of 1999 concerning Consumer Protection

¹⁶Irmila Arti Setia, "Sellers' Responsibilities to Online Buyers Through Marketplaces on Facebook," *Jurnal Fatwa Hukum*, Vol. 4 No. 1, 2021, p. 37.

¹⁷Riva Putri Ayu Agustin and Ahmad Suryono, "Legal Analysis of Facebook Marketplace's Responsibility as a Buying and Selling Transaction Media", *Indonesian Journal of Law and Justice*, Vol. 2 No. 4 (2025), pp. 5-7.

guarantees legal certainty to protect consumer rights, including provisions regarding the responsibilities of business actors as follows:

- 1) Business actors are required to clearly state their business identity, including providing an official website or page that can be accessed by consumers.
- 2) Businesses must also have legal standing from authorized institutions, in the form of an official trade permit, demonstrating that the business is legally recognized. This legal standing encompasses several forms of protection, including:

Legal protection for consumers as parties who use products or services.

- a. Guaranteed protection of consumer data or identity confidentiality, which is an important aspect because personal data leaks can be misused, for example for promotional purposes without permission.
- b. Legal protection related to marketed products, where business actors in offering their goods have an obligation to meet certain standards in trade for:
 - 1) The language used to convey product information should be kept simple and easy for consumers to understand. In practice, businesses often present product information in two languages: English and Indonesian.
 - 2) Business owners need to provide detailed and comprehensive product descriptions. Currently, descriptions are often only general. This may be acceptable for small, low-value items, but for high-value or more complex products, sellers are required to provide comprehensive information, including both advantages and disadvantages.
 - 3) There needs to be a guarantee of product authenticity and accuracy, so that the goods sold truly match the claims or promotions conveyed to consumers.

In every sales transaction between a seller and a buyer, it is recommended to enter into an agreement before the transaction takes place. This is to minimize the risk of fraud or future disputes. Throughout the buying and selling process, both parties are required to act in good faith, demonstrating honesty, transparency, and responsibility. This principle also allows consumers to obtain clearer information about the goods being offered, thereby reducing the potential for misunderstandings.¹⁸

CONCLUSION

Based on the problem identification above, it can be concluded that:

1. Law Number 8 of 1999 on Consumer Protection still emphasizes the responsibility of business actors to provide compensation to consumers, which can be in the form of a refund, replacement of goods and must be done no later than seven days after the transaction process or other forms of compensation in accordance with applicable regulations. In practice on Facebook Marketplace, the legal relationship occurs directly between the seller and the buyer, so the primary responsibility lies

¹⁸Aditya Fadli Turagan, Implementation of Agreements in Good Faith According to Article 1338 of the Civil Code, *Lex Privatum* Vol. VII No. 1 (2019): pp. 46–47

with the seller, while the platform only acts as an intermediary and is generally not responsible for losses, unless there is negligence in managing its system.

2. Although offering convenience and more affordable prices, both parties are required to apply the principle of good faith, namely honesty, transparency, and responsibility, the risk of loss remains high if it is not accompanied by caution and a clear agreement before making a transaction, therefore it is necessary to increase consumer awareness and the role of regulations such as Law Number 1 of 2024 concerning the second amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions as legal protection.

SUGGESTION

Advice for online business owners, particularly on Facebook Marketplace, is to be more responsible in providing honest and clear product information and fulfilling compensation obligations for faulty or damaged goods. Consumers should also verify the seller's identity and reach a clear agreement before making a transaction, understanding their rights and the applicable regulations. Furthermore, the government and platform providers need to strengthen consumer protection to create a sense of security and legal certainty.

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