

The Responsibility of Digital Platforms in Fulfilling the Right to Information and Transparency in Buying and Selling Transactions on TikTok Shop in Connection with Law Number 8 of 1999 concerning Consumer Protection

Mochamad Rivaldo Aprozi¹, Yuniar Rahmatiar², Muhamad Abas³

Universitas Buana Perjuangan Karawang
hk22.mochamadaprozi@mhs.ubpkarawang.ac.id

ABSTRACT

The development of TikTok Shop as a digital trading platform raises legal issues related to the fulfillment of consumer rights to information and transparency of electronic transactions. This study aims to analyze the legal regulations on the right to information and the responsibilities of digital platforms in online buying and selling transactions. The research method applied is normative juridical using a legislative approach and a conceptual approach, supported by a literature review. The findings of this study indicate that the regulation of the right to information has been accommodated as regulated in the Consumer Protection Law, the Electronic Information and Transactions Law, and the Government Regulation concerning Trading Through Electronic Systems. However, in its implementation, there is still a discrepancy between the legal provisions that are enforced and practices in the field, which is characterized by inconsistencies in product information and weak consumer protection. Digital platforms bear legal obligations. Actively ensure transparency, but their implementation has not been effective. It can be concluded, strengthening legal implementation is needed to ensure that forms of legal protection for consumers in digital-based trading systems run optimally and provide legal certainty.

Keywords: Consumer Protection, TikTok Shop, Information Transparency, E-Commerce, Responsibility, Platform.

INTRODUCTION

The development of human civilization cannot be separated from its nature as a social being who constantly interacts to fulfill its needs. Within the dynamics of these interactions, exchange practices are known, initially in the form of barter, then developed into a system of buying and selling based on money and contracts. Transactions are not merely economic activities; they are legal relationships that give rise to rights and obligations for the parties involved. In this case, from a civil law perspective, these relationships are framed by the

principles of freedom of contract and good faith as the foundation for the legitimacy of the exchange of interests between legal subjects.¹

Along with the development of information and communication technology, transaction patterns have undergone a significant transformation toward an electronic commerce (e-commerce) system. Indonesia, a country with a relatively high level of internet usage, has experienced a surge in online buying and selling activity, including through social commerce models that integrate social media and transaction features within a single digital ecosystem. One manifestation of this is TikTok Shop, which combines creative content, algorithm-based promotions, and instant transactions through live streaming. This business model creates rapid, even impulsive, purchasing decisions, thus increasing the urgency of legal mechanisms aimed at protecting consumer rights.²

However, in practice, transactions on TikTok Shop are not free from legal issues, particularly related to unclear product information, exaggerated claims, discrepancies between product specifications and actual conditions, and a lack of transparency in refund mechanisms. This phenomenon reflects the information asymmetry between businesses and consumers in the digital space. Furthermore, live streaming-based marketing models tend to prioritize a persuasive approach that emphasizes emotional aspects and purchase urgency, thereby reducing the objectivity of the information consumers receive.³ This situation shows that the problems that arise are not only about business ethics, but also legal issues related to the limits of responsibility of digital platforms as organizers of electronic systems.

As a concrete illustration of this problem, there is a case experienced by a consumer who purchased jeans through the TikTok Shop platform. The consumer purchased a product with a size 33 description as stated in the seller's information. However, upon receipt, the jeans delivered were a size 31, which did not match the order. When the consumer filed a complaint and requested an exchange, the seller did not provide a clear response and complicated the return process. This case demonstrates that the business owner has not fully provided accurate and clear product information, potentially harming consumers.⁴

In addition, there is another case that shows the discrepancy of goods in online transactions. A consumer purchased a 55-inch Coocaa Y73 Pro television through TikTok Shop on

¹Subekti, *Contract Law*, (Jakarta: Intermasa, 2005), page 45.

²Aulia Rahmawati and Dwi Kartini, "The Influence of Live Streaming on Purchasing Decisions on E-Commerce Platforms in Indonesia," *Journal of Digital Economics and Business* 3, no. 1 (2023): 45–46.

³Sinta Dewi Rosadi, "The Role of Digital Platforms in Consumer Protection in Electronic Commerce in Indonesia," *IUS QUIA IUSTUM Law Journal*, Vol. 28, No. 3, 2021, pp. 447–448.

⁴Herlina Astuti, *Legal Analysis of Business Actors' Responsibilities to Consumers in Buying and Selling Transactions Through TikTok Shop*, Publication Manuscript, Muhammadiyah University of Surakarta, 2023, p. 6, accessed through <https://eprints.ums.ac.id/123031/11/Naskah%20Publikasi.pdf>

November 25, 2025, using J&T Cargo delivery services. The goods were received on November 29, 2025, in what appeared to be good packaging. However, after opening the packaging (unboxing), it was discovered that the product received was not the Coocaa brand television as ordered, but a television of another brand. Furthermore, the completeness of the product also did not match the description or specifications provided by the seller. This condition indicates a discrepancy between the product information and the goods received by the consumer.⁵

Another case involved the purchase of Freshcare Smash and Freshcare Vapobalm, where the product description stated that seven lanyards would be included as a bonus. However, upon receipt, the bonus was not provided. The consumer filed a complaint, including video evidence of the unboxing, but the complaint was rejected three times due to incomplete evidence. Customer service instead recommended returning the entire item, even though the consumer was only demanding the promised bonus. This demonstrates a lack of transparency in complaint handling and suboptimal legal protection of consumer rights.⁶

From these three cases, it can be concluded that in e-commerce practices, there are still frequent discrepancies between product descriptions and the condition of the goods received, as well as weak transparency in dispute resolution mechanisms. This situation emphasizes the importance of clear responsibilities of digital platforms in ensuring the fulfillment of consumers' rights to receive correct, clear, and honest information in every online buying and selling transaction, as guaranteed by Law No. 8 of 1999 concerning Consumer Protection.

From a sociological perspective, the high level of participation of young people in social media-based consumption reinforces impulse buying patterns triggered by interactive features, limited-time discounts, and affiliate endorsements. These aggressive marketing strategies are often not balanced by adequate consumer literacy.⁷ In this context, digital platforms can no longer be positioned merely as passive intermediaries, but also as active actors, playing a structural role in distributing information, curating content, and facilitating

⁵“Ordered a 55-inch Coocaa TV at TikTok Shop Mall, but the return was a Panasonic TV and the return request was rejected,” Consumer Media, December 6, 2025, accessed March 30, 2026, at 2:00 PM WIB, https://mediakonsumen.com/2025/12/06/surat-pembaca/pesan-tv-coocaa-55-inc-di-tiktok-shop-mall-yang-datang-tv-panasonic-dan-pengajuan-retur-ditolak?utm_source=chatgpt.com

⁶“The Unprofessionalism of the TikTok Shop Team, the Unilever Indonesia Team, and the Ultrasakti Team,” Consumer Media, August 28, 2025, accessed March 30, 2026, at 16.30 WIB, <https://mediakonsumen.com/2025/08/28/surat-pembaca/ketidakprofesionalan-tim-tiktok-shop-tim-unilever-indonesia-dan-tim-ultrasakti>

⁷Dwi Kartini and Aulia Rahmawati, “The Influence of Live Streaming and Social Media Marketing on Impulse Buying in E-Commerce in Indonesia,” *Journal of Economics and Digital Business* 3, no. 1 (2023): 45–47.

transactions. This raises normative questions about the extent of platforms' legal responsibility to ensure information transparency.

Constitutionally, the right to information is guaranteed in accordance with Article 28F of the 1945 Constitution of the Republic of Indonesia, which guarantees everyone the right to obtain information as a means of personal and social development. This right cannot be separated from the context of digital commerce, as product information and transaction mechanisms form the basis for consumer decision-making. Therefore, failure to provide accurate and clear information has the potential to violate citizens' constitutional rights.⁸

At the legal level, this principle is emphasized in the Consumer Protection Law, which stipulates that every consumer has the right to obtain accurate, transparent, and honest information regarding the condition of a product. Furthermore, the ITE Law, most recently updated through Law No. 1 of 2024, emphasizes that electronic system providers are obliged to ensure the systems they manage run reliably and are responsible for each of their operations. This provision is further emphasized in Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems, which regulates various obligations for entrepreneurs in carrying out electronic trading activities. Platform providers are required to provide information on business actor identities, product specifications, and complaint mechanisms.⁹

Despite the existence of a regulatory framework, previous research indicates a debate regarding the construction of digital platform responsibility. Some scholars argue that platforms are only liable to a limited extent as long as they provide reporting mechanisms (notice and takedown), while others argue that platforms' active involvement in content promotion and monetization algorithms gives rise to broader responsibilities.¹⁰ However, most studies still place this issue within the perspective of consumer protection in general and have not integrated it with the dimension of the constitutional right to information in the context of TikTok Shop specifically.

RESEARCH METHODS

This research applies a normative juridical approach, namely legal research that focuses on the study and analysis of a number of legal norms contained in the laws and various literature relevant to the research object.¹¹ The approach in this study includes the statutory

⁸Asshiddiqie, Jimly. *The Indonesian Constitution and Constitutionalism*. Jakarta: Sinar Grafika, 2010.

⁹Shidarta. (2018). *Indonesian Consumer Protection Law*. Grasindo.

¹⁰Husni, L. (2021). Responsibilities of electronic system organizers in e-commerce transactions. *IUS QUIA IUSTUM Law Journal*, 28(3), 456–472.

¹¹Peter Mahmud Marzuki, *Legal Research* (Jakarta: Kencana, 2017), pp. 35–36.

approach and the conceptual approach used in examining the legal regulations related to the responsibilities of digital platforms in ensuring the fulfillment of the right to information and transparency of transactions in electronic commerce activities through TikTok Shop.¹² The data in this study utilizes secondary sources, including primary, secondary, and tertiary legal materials. Primary legal materials consist of several regulations, such as Law No. 8 of 1999 concerning Consumer Protection and Law No. 11 of 2008 concerning the Electronic Information and Transactions (ITE) and its amendments. The legal materials were collected through a literature review and then analyzed qualitatively to draw conclusions regarding the responsibility of digital platforms to guarantee the right to information and transparency in buying and selling transactions.

DISCUSSION

Regulation of the Right to Transparency Information for Online Buying and Selling on TikTok Shop Based on Indonesian Positive Law in Connection with Law Number 8 of 1999 concerning Consumer Protection

The digital transformation of the trade sector has given rise to an electronic system-based transaction model that places information as a central element in shaping the will of the parties. In this context, platforms like TikTok Shop serve as a medium for interaction between businesses and consumers based on the exchange of digital information. This situation has legal consequences, namely that the validity and fairness of transactions are highly dependent on the quality of the information conveyed. Therefore, Indonesian positive law comprehensively regulates transparency obligations as a form of legal protection for consumers in electronic transactions.¹³

Electronic commerce regulations in Indonesia are inseparable from regulations related to information technology as stipulated in the ITE Law which has been amended through Law No. 19 of 2016 "emphasizing the obligation of business actors to provide complete and correct information in product offerings through electronic systems." This provision emphasizes that information is not only a complement to transactions, but is an essential part of electronic contracts that determine the validity or otherwise of an agreement.¹⁴

¹²Johnny Ibrahim, *Theory and Methodology of Normative Legal Research* (Malang: Bayumedia, 2006), p. 302.

¹³Yuyut Prayuti et al., "Consumer Legal Protection in E-commerce Trading Transactions in Indonesia," *Mimbar Justitia Law Journal* 10, no. 1 (2024): 2–3.

¹⁴Siti Nur Kholifah and Indra Yulawan, "Consumer Legal Protection for Information Defects in E-Commerce Transactions in Indonesia," *Jurnal Keadilan* (2024): 4.

Furthermore, in the context of sectoral regulations, Government Regulation No. 80 of 2019 concerning Electronic Trading has more specific regulations regarding the obligations that must be fulfilled by business actors. Article 13 of the PMSE PP emphasizes the obligation to provide accurate, clear, and honest information regarding the condition of goods and/or services. In essence, this norm implements the principle of transparency, which is a derivative of the principle of good faith in the provisions of contract law as stated in Article 1338 paragraph (3) of the Civil Code.¹⁵

In consumer protection law studies, the right to information is viewed as a fundamental right explicitly recognized in Article 4, letter c, of Law No. 8 of 1999 concerning Consumer Protection. This right guarantees consumers access to accurate, clear, and honest information regarding the condition and guarantees of goods and/or services. Its imperative nature means that this provision cannot be waived by agreement between the parties.¹⁶

The right to information is closely related to the concept of information asymmetry, a condition of information imbalance between businesses and consumers. According to Shidarta, this information imbalance is a key factor weakening consumers' bargaining power in transactions. Therefore, the law exists to correct this imbalance through disclosure obligations imposed on businesses.¹⁷

On the TikTok Shop platform, the phenomenon of live streaming and visual content-based promotions has the potential to cause information distortion that requires strict legal oversight. From a legal theory perspective, this regulation can be examined. Based on the legal protection theory presented by Philipus M. Hadjon, legal protection is divided into two forms: preventive protection and repressive protection. The obligation to provide accurate information is a form of preventive protection aimed at preventing consumer losses. Meanwhile, the sanction mechanisms in the Consumer Protection Law and the Electronic Information and Transactions Law can be classified as a form of repressive protection aimed at providing redress in the event of a violation.¹⁸

Furthermore, the principles of fairness and disclosure are also important foundations for electronic transactions. In this regard, business actors are not only required to refrain from providing false information but are also required to proactively disclose relevant information. This aligns with modern legal developments that are moving toward the duty

¹⁵Indra Budiman et al., "Consumer Protection in the Digital Business Ecosystem," *Insidia Journal* (2025): 5–6.

¹⁶Yanci Libria Fista et al., "Consumer Legal Protection in E-commerce Transactions Reviewed from the Perspective of UUPK," *Binamulia Hukum* (2023): 7.

¹⁷Shidarta. *Indonesian Consumer Protection Law*. Jakarta: Grasindo, 2006, p. 45.

¹⁸Philipus M. Hadjon, *Legal Protection for the Indonesian People* (Surabaya: Bina Ilmu, 1987), 2.

to inform, namely the active obligation to provide adequate information to the other party in a contractual relationship.¹⁹

In practice, violations of the right to information in electronic transactions can be classified as unlawful acts as stipulated in Article 1365 of the Civil Code. Furthermore, the Consumer Protection Law also provides a basis for business liability through Article 19, which regulates the obligation to compensate consumers for losses suffered. Thus, there is a dual liability regime: one based on default and one based on unlawful acts, both of which can be used by consumers to assert their rights.²⁰

In the context of digital platforms like TikTok Shop, new complexities arise regarding the legal entity responsible. Platforms not only act as a platform provider but also control systems, algorithms, and information distribution. This raises debate about the extent to which platforms can be held accountable for the information provided by sellers. In this regard, the concept of intermediary liability becomes relevant for analysis within the Indonesian legal framework.²¹

Thus, it can be concluded that regulations regarding the right to information and transparency in online buying and selling transactions in Indonesia have been comprehensively regulated through various applicable legal instruments, including the Electronic Information and Transactions Law, the Government Regulation on Trading Through Electronic Systems, and the Consumer Protection Law. These three regulations systematically establish the responsibilities of business actors in providing clear, accurate, and honest information as a form of consumer protection. However, implementation challenges remain, especially in facing the dynamics of the ever-evolving digital platform, so that it is necessary to strengthen regulations and enforce a legal framework that is adaptive and responsive to technological developments.

The Legal Responsibility of the TikTok Shop Digital Platform in Fulfilling the Right to Information and Transparency in Online Buying and Selling

Development of information technology has caused a significant shift in the context of the legal relationship that occurs between business actors and consumers, especially through the use of e-commerce platforms as a transaction medium. In this context, digital platforms do not only function as passive intermediaries, but have also developed into active parties

¹⁹Rosianna Evanesa Sihombing and Made Gede Subha Karma Resen, "Consumer Protection in E-Commerce in Indonesia," (2024): 3.

²⁰Silverius Yoseph Soeharso et al., "Consumer Protection on E-Commerce Platforms in Indonesia," *Journal of Legal Reasoning* (2025): 6.

²¹Yohana Adelia Regar et al., "Legal Review of Consumer Rights to Product Information Transparency in Digital Transactions in Indonesia," *Lex Administratum* (2025): 8–9.

that have control over the flow of information, transaction mechanisms, and trust systems in the digital ecosystem. Contemporary legal literature emphasizes that the strategic position of these platforms has legal consequences in the form of expanded legal responsibilities, especially in ensuring transparency of information to consumers as a prerequisite for creating fair and good faith transactions.²²

Regulations regarding the responsibilities of digital platforms, including TikTok Shop, are reflected in Law No. 8 of 1999 concerning Consumer Protection, specifically Article 4 letter c which emphasizes the consumer's right to obtain correct, clear, and honest information regarding the condition of goods and/or services.²³ In practice, buying and selling transactions using social media carry a fairly high level of risk for consumers, considering the limited information and the lack of direct interaction between sellers and buyers.²⁴

In line with these provisions, Law No. 11 of 2008 concerning Electronic Information and Transactions, specifically Article 9, regulates the obligation of business actors to convey complete and accurate information in every product offering using an electronic system. In this case, TikTok Shop as an electronic system organizer does not only function as an intermediary, but also has control over the information dissemination mechanism, so it can be held accountable for violations that harm consumers. This is in line with the Duty of Care doctrine which requires platforms to take preventative measures to avoid consumer losses, including through business actor verification and product information validation. Research conducted by Rizki Amalia also shows that the failure of platforms to carry out adequate supervision is one of the main causes of consumer rights violations in electronic transactions.²⁵

Furthermore, Government Regulation Number 80 of 2019 concerning Electronic Trading provides regulations regarding the responsibilities of platform providers in electronic transactions. Article 22 stipulates that business owners are required to provide information that reflects the reality. Academic studies have shown a tendency to expand the role and responsibilities of platforms, not just as intermediaries but also as parties obligated to support consumer protection. Several studies have also criticized the practice of limitation

²²Sinta Dewi Rosadi, "The Role of Digital Platforms in Consumer Protection in Electronic Commerce in Indonesia," *IUS QUIA IUSTUM Law Journal*, 2021, pp. 447–448.

²³Law Number 8 of 1999 concerning Consumer Protection, Article 4 letter c.

²⁴Fazrin S, Yuniar Rahmatiar, and Muhamad Abas, "Legal Protection for Consumers in E-Commerce Transactions via Instagram Social Media," *Collegium Studiosum Journal* Vol. 6, No. 2, December 2023.

²⁵Rizki Amalia, "Responsibilities of Electronic System Organizers in E-Commerce Transactions," *Jurnal RechtsVinding*, Vol. 9 No. 2 (2020), pp. 210–212.

of liability clauses frequently used by platforms, as they potentially deviate from the principles of consumer protection and fairness.²⁶

Furthermore, TikTok Shop's responsibility can be linked to the principles of good faith and balance. The principle of good faith demands honesty and transparency in the delivery of information, while the principle of balance requires proportional protection between businesses and consumers in e-commerce transactions. This imbalance often arises from the platform's dominance in controlling information and transaction mechanisms.²⁷

The legal liability that platforms like TikTok Shop can face includes civil and administrative liability, and under certain circumstances. Under Article 19 of the Consumer Protection Law, businesses are obligated to provide compensation for losses suffered by consumers. If a business fails to respond or refuses to fulfill this obligation, consumers have the right to file a lawsuit with the court in their jurisdiction or through the dispute resolution mechanism at the Consumer Protection and Insurers Agency (BPSK).²⁸

Administratively, the government can impose sanctions in the form of warnings, restrictions on business activities, and even termination of access. From a modern legal perspective, global trends indicate that digital platforms are positioned as gatekeepers with an active responsibility to maintain fairness and transparency in the digital market. Therefore, TikTok Shop's responsibility cannot be understood narrowly as an intermediary, but rather as a legal entity with an active obligation to ensure the fulfillment of consumers' right to information.²⁹

CONCLUSION

1. The analysis concluded that the regulations regarding the right to information and transparency in online buying and selling transactions through TikTok Shop in Indonesia essentially have a fairly clear legal basis. This is reflected in the provisions of Law Number 8 of 1999 concerning Consumer Protection, the Law on Information and Electronic Transactions, and Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems. Normatively, these regulations require businesses to convey information correctly, clearly, and honestly to protect

²⁶Matthew Tjoandra, "Legal Certainty in Resolving Sales and Purchase Disputes on E-Commerce Platforms," *Jurnal Impresi Indonesia*, Vol. 5 No. 3 (2026), pp. 1581–1600,

²⁷Siti Nur Kholifah and Indra Yulian, "Legal Protection of Consumers for Information Defects in E-Commerce Transactions, 2024.

²⁸Azhar, A., Rahmatiar, Y., & Abas, M. (2023). Legal review of the purchase of reconditioned electronic goods. Faculty of Law, Buana Perjuangan University, Karawang.

²⁹Sinta Dewi Rosadi, *op.cit.*, p. 455.

consumer interests. However, in its implementation, various problems have been found, such as inconsistencies in product information and a lack of transparency in the transaction process, indicating that the implementation of these regulations has not been fully effective in the field.

2. The legal responsibility of the TikTok Shop digital platform in ensuring the fulfillment of the right to information can be understood not only as an intermediary in transactions, but also as an electronic system provider with active obligations. These obligations include civil liability, administrative oversight by the government, and preventive measures to ensure that the information displayed in the system reflects the actual situation. Thus, it is understandable that digital platforms play a significant role in ensuring transparency and protecting consumer rights in e-commerce activities.

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