# Legal Responsibility of Marketplaces in Online Buying and Selling Transactions in Indonesia: An Analysis of the Effectiveness of Digital Consumer Protection

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**Abstract**
**Background.** This study analyzes the effectiveness of consumer protection regulations in online buying and selling transactions in Indonesia by highlighting the gap between normative legal certainty and real protection experienced by consumers in the digital marketplace ecosystem. The scope of the study includes the implementation of consumer protection laws in e-commerce transactions as well as structural, institutional, and sociological factors that hinder their effectiveness.
**Aims.** The research aims to critically examine the application of the applicable legal framework in practice and to identify systemic causes of repeated violations, such as mismatches in goods, misleading product information, and limitations in consumer rights recovery mechanisms.
**Method.** The method used is normative legal research, drawing on legislative, conceptual, and analytical-critical approaches. Primary legal materials consist of laws and regulations related to consumer protection and electronic transactions, supported by secondary legal materials from reputable international journals, OECD and UNCTAD reports, and documentation of consumer complaints over the last five years. Data were collected through literature review and document analysis, with validation using source triangulation and theory.
**Results.** The results of the study show that although the normative framework for consumer protection in Indonesia is relatively comprehensive, its implementation in e-commerce remains weak due to weak law enforcement, low consumer legal literacy, fragmentation of responsibilities among digital business actors, and regulatory ambiguity regarding the role of marketplaces.
**Conclusion.** Using Legal System Theory, information asymmetry, contractual justice, and economic analysis of the law, this study concludes that consumer protection remains dominant in the books but has not fully functioned in practice.
**Implementation.** It is necessary to strengthen market accountability, simplify digital dispute-resolution mechanisms, and increase consumer legal literacy.

**Keywords:** Digital Consumer Protection; Marketplace Legal Responsibilities; E-Commerce Information Asymmetry; Online Dispute Resolution; Effectiveness of Legal Regulation

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## INTRODUCTION

The development of *electronic commerce* has fundamentally changed the landscape of legal relations between business actors and consumers. The digitization of transactions not only accelerates the flow of cross-border trade but also reshapes how contractual wills are formed, risks are allocated, and legal liability is understood. In the modern e-commerce ecosystem, consumers no longer interact with the physical object of the transaction directly, but with the representation of digital information in the form of photos, product descriptions, recommendation algorithms, time-based promotions (*flash sales*), and electronic contracts in the form of standard clauses. This transformation makes digital information the primary basis for consumer consent and the most vulnerable point for legal violations.

The international literature over the last five years shows that while e-commerce drives economic efficiency and market inclusion, it also creates systemic legal risks. The OECD (2022; 2024) noted that *misleading information*, *non-conformity of goods*, and manipulative digital designs (*dark commercial patterns*) are the most dominant sources of consumer complaints in various jurisdictions. The European Commission (2023) reports that more than half of digital consumer law violations in the EU relate to non-conformity of goods and misleading information, although the consumer protection regulatory framework has been significantly strengthened. This fact indicates a gap between normative certainty and the empirical reality of digital consumer protection.

In the Indonesian context, a similar phenomenon seems real. Data from the National Consumer Protection Agency (BPKN) for the 2021-2024 period shows that e-commerce disputes—especially those involving goods not as described, refurbished products sold as new, cosmetics without a distribution permit, and refund failures—are the most common category of complaints. This pattern shows that the problem of digital consumer protection is not incidental, but recurring, massive, and structural, with small individual losses but large collective impacts. These conditions challenge the classical assumption that market mechanisms and freedom of contract automatically protect consumers' interests.

A number of international studies confirm that traditional legal frameworks tend to be inadequate in dealing with the unique character of digital transactions. Hodges, Benöhr, and Creutzfeldt (2021) show that in e-commerce, information asymmetry is not only quantitative but also qualitative and systemic, as business actors and platforms master system design, algorithms, and consumer decision-making processes. These findings are reinforced by Calo and Rosenblat (2020), who demonstrate that platform algorithms actively shape consumer

preferences, thereby questioning the neutrality of digital contractual relationships. From the perspective of information asymmetry theory, this condition puts consumers in a weak bargaining position from the outset of contract formation.

Furthermore, electronic contracts in e-commerce are generally structured as standard-form *contracts*, which eliminate negotiation space and often limit the responsibilities of business actors and marketplaces. The study by Micklitz et al. (2021) confirms that digital standard contracts systematically erode contractual fairness and create structural inequalities, even though they formally comply with the principles of *pacta sunt servanda*. Within the framework of contractual justice theory, such contracts reflect a failure of substantive justice because consumer consent is formalistic rather than informed.

This problem is even more complex when it is associated with the fragmentation of responsibilities in digital business models such as dropshipping, affiliate marketing, and third-party seller platforms. The international legal literature shows that this fragmentation creates a liability gap, in which no single party is effectively liable for consumer losses (Benöhr, 2020; UNCTAD, 2021). Marketplaces often claim neutrality as technology intermediaries, yet in fact they control transaction infrastructure, payment systems, promotion algorithms, and dispute-resolution mechanisms. This phenomenon is known as regulatory ambivalence, which is the unclear legal position of the marketplace between passive facilitators and active business actors.

From the perspective of legal system theory, Lawrence M. Friedman, these conditions show the disharmony between the substance of the law, the structure of enforcement, and the culture of the law. Normatively, Indonesia and many countries already have relatively adequate consumer protection and electronic commerce regulations. However, the law enforcement structure has not been adaptive to the character of digital disputes that are small-value, cross-border, and technology-based, while consumer legal culture remains characterized by low legal literacy and a tendency toward *rational apathy*. In the framework of *economic analysis of law*, consumers rationally choose not to enforce their rights because the costs of time, energy, and psychological effort are considered greater than the value of the loss, so that violating the law becomes a low-risk strategy for business actors.

Previous studies have generally focused on the normative aspects of consumer protection or sectoral analysis of e-commerce, but have been limited in comprehensively examining why consumer protection laws fail to function effectively despite existing norms. Thus, there is a significant research gap regarding the relationship between digital contract design, the

fragmentation of responsibilities, the role of the marketplace as a duty bearer, and the effectiveness of dispute-resolution mechanisms in realizing substantive fair consumer protection.

Given this background, this research is relevant and urgent for examining the implementation of consumer protection in online buying and selling transactions in a critical and comprehensive manner. Using Friedman's legal system theory, information asymmetry theory, contractual justice theory, and *economic analysis of law* approach, this study aims to assess the extent to which consumer protection law has functioned as a *law in action*, as well as identify structural factors that hinder the realization of effective and dignified consumer protection in the digital economy era.

## LITERATURE REVIEW

The rapid development of e-commerce has transformed the way consumers and businesses interact, creating significant opportunities and challenges for the consumer protection legal system. E-commerce allows consumers to buy goods and services without geographical boundaries, but it also raises new problems, such as the risk of misleading information, digital fraud, and the uncertainty of platform liability that often does not arise in conventional transactions. International research from the OECD confirms that online marketplaces are now the main channel for global Business-to-Consumer (B2C) transactions, but risks such as counterfeit products, fraud, and information breaches still dominate consumer complaints in many countries, including dishonest marketing practices and a lack of transparency of seller information on digital platforms.

Contemporary academic literature holds that traditional legal structures are often inadequate in light of the unique characteristics of e-commerce. For example, research How E-Commerce Law Is Evolving shows that although many jurisdictions have strengthened the legal framework to regulate marketplace and business actors' liability through the GDPR in the European Union and other data protection laws, cases of fraud and consumer rights violations remain statistically increasing, suggesting that legal reform alone is not enough without effective enforcement and adaptive mechanisms.

One of the main issues in the international literature is the asymmetry of information between business actors/platforms and consumers in digital transactions. The OECD underlines that unclear or exaggerated information weakens consumers' position in making rational decisions, making consumer trust in digital markets vulnerable. This condition is consistent

with the theory of information asymmetry, which views business actors and platforms as parties with a significant information advantage over consumers, thereby creating an imbalance of power in digital contracts.

Furthermore, the international literature also highlights the need for dispute resolution mechanisms that are more responsive to the character of digital transactions. A study on Online Dispute Resolution (ODR) shows that technology-based dispute resolution mechanisms can overcome the limitations of conventional channels, including speed, cost, and cross-jurisdictional barriers, thereby aligning more closely with the needs of digital consumers. These findings are relevant to access to justice theory, which demands that the right to legal protection be practically, efficiently, and economically accessible to the general consumer, not merely normatively available in the law books.

The comparative literature also highlights the issue of platform or marketplace liability. An article from *International & Comparative Law Quarterly* analyzes how traditional product liability law needs to be adapted to include marketplaces as entities that can be held accountable when goods sold through its platforms cause harm to consumers. This approach aligns with the legal paradigm shift from caveat emptor (let the buyer beware) to caveat venditor (let the seller beware), placing the burden of risk on the party best able to control it.

In this context, modern literature emphasizes the importance of the theory of law effectiveness (law in action vs law in the books) introduced by Lawrence M. Friedman, who states that the effectiveness of legal norms is not sufficiently measured by their existence in the text of regulations, but by the extent to which they are implemented in real practice. Many empirical studies show that although Indonesia and other countries already have regulations related to consumer protection and e-commerce, problems such as unclear platform liability, low consumer legal literacy, and limited digital dispute-resolution mechanisms continue to hinder the effectiveness of consumer protection in e-commerce transactions.

In addition, the OECD's global study on consumer vulnerability in the digital age confirms that in the digital economy, consumer vulnerability is a broader and multidimensional phenomenon, not only limited to a specific group, but almost all digital consumers are exposed to certain risks, ranging from financial losses to the exploitation of personal data. This analysis is critically relevant to the economic analysis of law, especially the concept of rational apathy, in which consumers rationally choose not to enforce their rights because the cost of enforcement exceeds the value of the loss.

Thus, this literature review shows that reputable international literature over the past five years supports the need to expand and adapt traditional consumer protection legal frameworks to the global e-commerce reality. Empirical and normative studies emphasize that digital consumer protection is not only a matter of normative legal certainty but must involve adaptive law enforcement structures, responsive digital dispute resolution mechanisms, clarification of marketplace responsibilities, and increasing consumer legal literacy to create truly effective laws in practice.

## METHODS

This study uses normative legal research methods with a statute approach, a conceptual approach, and an analytical-critical approach, which aims to examine the implementation of consumer protection in online buying and selling transactions and identify factors that affect the effectiveness of its implementation. Primary legal materials include laws and regulations related to consumer protection and electronic commerce, while secondary legal materials include legal doctrines, international reports, and articles from reputable international journals in the last five years that discuss e-commerce regulation, consumer protection, and digital market governance.

The analysis was carried out qualitatively-descriptively and prescriptively using the analysis knife of Lawrence M. Friedman's Legal System Theory, which emphasizes the relationship between legal substance, enforcement structure, and legal culture in determining the effectiveness of the law (Friedman, 2020), and strengthened by the theory of information asymmetry in digital transactions which explains the inequality of bargaining position between business actors and consumers (Akerlof, Shiller & Shiller, 2021; OECD, 2022). In addition, this study uses the approaches of contractual justice and substantive justice, which hold that the applicability of the law is not sufficiently measured by formal certainty, but by its ability to provide real protection for weak parties in digital contractual relations (Hesselink, 2020; Micklitz, 2021). Thus, the results of the analysis were systematically compiled based on the formulation of the research problem, namely, first, assessing the effectiveness of the implementation of consumer protection norms in e-commerce practices, and secondly, describing the normative, institutional, and sociological factors that hinder the realization of fair consumer protection in the digital economy era.

## DISCUSSION

### Transforming Legal Relations in Digital Transactions: Consumer Protection Challenges in the E-Commerce Ecosystem

The transformation of trade into an electronic system has brought about a paradigm shift in the legal relationship between business actors and consumers. Legal relationships that previously took place directly, personally, and allowed consumers to physically verify the object of transactions have now shifted to impersonal, intangible, and fully mediated legal relationships by digital technology. In e-commerce transactions, consumers are not dealing with the goods themselves, but with the construction of information presented through photos, product descriptions, promotional claims, recommendation algorithms, and other user reviews.

This change fundamentally shifts the central point of legal protection from physical objects to information as the legal representation of goods. In this context, information is no longer complementary, but rather a key element that shapes consumer will and consent. When such information is inaccurate, exaggerated, or misleading, consumer consent has been distorted from the start. The international consumer law literature consistently confirms that information asymmetry is a major structural problem in digital transactions, where businesses and platforms have a significant information advantage over consumers (Hodges, Benöhr, & Creutzfeldt, 2021; OECD, 2022).

In the author's opinion, this condition shows that consumer protection in e-commerce cannot rest solely on the classic paradigm of freedom of contract. Consumers in digital transactions are not fully autonomous and rational subjects, but rather are in situations of limited information, psychological pressure of promotions (*flash sales*, *countdown timers*), and the influence of algorithms that encourage quick decisions. An empirical study by Calo and Rosenblat (2020) shows that the algorithmic design of platforms systematically influences consumer preferences and choices, casting doubt on the neutrality of contractual relationships in e-commerce.

This phenomenon is clearly visible in practice. Over the last five years, various jurisdictions have reported an increase in cases involving off-order goods, particularly in cross-platform transactions. In Indonesia, for example, consumer complaints about mobile phones, cosmetics, and electronic parts that do not match the product description are among the highest categories of e-commerce complaints (BPKN, 2021–2024). A similar pattern was also found in the European Union, where the European Commission (2023) reported that *non-conformity*

*of goods* and *misleading product information* were the most dominant violations in online transactions.

From the perspective of modern consumer protection legal theory, this condition confirms the need to shift from the principle of caveat emptor to the principle of *caveat vendor*. The principle of prudence is no longer feasible to fully charge to consumers, but must be transferred to business actors and platforms, as parties that control information and transaction infrastructure. This view aligns with risk allocation theory, which assigns risk to those who are best able to control and mitigate it, namely, business actors and marketplaces as *repeat players* in the digital trading system (Benöhr, 2020).

From the perspective of legal system theory, Lawrence M. Friedman, the transformation of digital legal relations also reveals an imbalance among the law's substance, structure, and culture. Legal entities in many countries, including Indonesia, have recognized consumers' right to true and non-misleading information. However, law enforcement structures are not yet fully adaptive to the fast, massive, and cross-border nature of digital transactions. On the other hand, consumer legal culture remains characterized by tolerance for small losses, while business actors take advantage of weak law-enforcement risks. In the context of treaty law, contractual relations in e-commerce are formally subject to the principle of pacta sunt servanda.

However, electronic contracts created through click-through agreements are often one-sided and do not provide meaningful negotiation space. According to the theory of contractual justice, such contracts contain structural inequities that can undermine substantive justice, even if they are formally legitimate. A study by Micklitz et al. (2021) shows that digital standard contracts systematically weaken consumers' position and narrow the space for rights recovery.

Furthermore, from the perspective of economic analysis of law, especially the theory *of rational apathy (Posner), many consumers rationally choose not to enforce their rights because the costs of time, energy, and procedures are* not proportional to the value of the loss. According to the authors, this condition creates negative structural incentives: business actors can commit repeated violations with low legal risk, while consumer losses are fragmented at the micro level but collectively massive. Thus, the transformation of legal relations in digital transactions is not just a change in the transaction medium, but a change in the structure of legal power in the relationship between business actors and consumers. If consumer protection laws do not respond substantively to these changes, then regulations risk being trapped as

normative certainties that lose their protective power. Consumer protection in e-commerce, therefore, demands a more progressive approach to the law, grounded in substantive justice and oriented towards the real restoration of consumer rights.

**Implementation of Consumer Protection Regulations in Online Buying and Selling Transactions: Between Normative Certainty and Empirical Reality**

The rapid growth of electronic buying and selling has fundamentally changed the legal relationship between business actors and consumers. Legal relationships that were previously direct, personal, and allowed physical inspection of goods are now transformed into impersonal, fully mediated relationships mediated by digital platforms. In e-commerce transactions, consumers no longer interact with real transaction objects but rather with information constructed from product photos, technical descriptions, promotional claims, recommendation algorithms, and other consumer reviews. Thus, information becomes a legal substitute for goods, as well as the main foundation for the formation of consumer will and consent.

In the author's opinion, this change has shifted the locus of consumer protection from surveillance of goods to surveillance of the honesty and accuracy of information. When the information presented is misleading, exaggerated, or incomplete, then the consumer's consent has been substantively flawed from the start. The international literature confirms that information asymmetry is a major structural problem in digital transactions, where business actors and platforms have a much greater advantage in information and system control than consumers (Hodges, Benöhr, & Creutzfeldt, 2021; OECD, 2022).

Empirical facts in the last five years show that the mismatch of goods with the information displayed is the most dominant form of infringement in e-commerce. The OECD (2022) and European Commission (2023) reports note that *non-conformity of goods* and *misleading product information* consistently rank at the top of digital consumer complaints in various jurisdictions. In Indonesia, the same pattern can be seen in the complaint data from the National Consumer Protection Agency (BPKN) for the 2021–2024 period, which shows that e-commerce disputes—especially those related to goods not in accordance with orders—are the most frequently filed complaint categories.

As a concrete example, in 2021–2022, a number of consumers reported purchasing mobile phones with "original" and "new" labels through *flash sale* programs in large marketplaces, but the goods received were *refurbished* or replica products. In many cases,

return applications are rejected on the grounds that the packaging has been opened, while the platform limits its role to that of a mediator. In 2023–2024, similar complaints increased for cosmetic products and electronic parts, including products without a distribution permit or whose technical specifications do not match the description. Individual losses are relatively small, but they are collectively massive and systemically repeatable.

From the perspective of Lawrence M. Friedman's theory of legal effectiveness, this condition reveals an imbalance among the law's substance, structure, and culture. The substance of the law in Indonesia—through the Consumer Protection Law, the ITE Law, and related regulations—has provided adequate normative protection. However, law enforcement structures, including oversight and sanctions mechanisms, have not been effective, while consumer legal culture remains characterized by tolerance for minor losses and an unwillingness to pursue dispute resolution. As a result, the law stops at the level of *law in the books* and fails to function optimally as a *law in action*.

In the context of agreement law, the delivery of goods that do not comply with the order constitutes a default, because the goods delivered do not comply with the electronic agreement formed. Electronic contracts formed through click-through agreements have the same binding power as conventional contracts under the principle of pacta sunt servanda. However, according to the author, applying this principle in e-commerce is often formalistic and ignores the parties' unequal negotiating positions. Digital standard contracts are generally drafted unilaterally by business actors or platforms, with little room for consumer negotiation. This phenomenon can be explained through the theory of contractual fairness, which emphasizes the importance of balance and fairness in contractual relationships. A standard clause that limits the liability of a business or platform reflects a failure of substantive justice, even if the contract is formally valid. A study by Micklitz and Weatherill (2021) shows that standard contracts in the digital economy tend to deepen structural inequalities between business actors and consumers.

Furthermore, from the point of view of economic analysis of law, especially the theory *of rational apathy (Posner), many consumers choose not to enforce their rights because the costs of time, energy, and psychological effort are* considered incommensurate with the value of the loss. According to the authors, this condition creates a negative incentive for business actors: violations of small value but carried out en masse become an economically rational strategy because the risk of law enforcement is relatively low. In the long run, this situation erodes the preventive function of consumer protection law.

In addition, the development of digital business models such as *dropshipping* and *affiliate marketing* exacerbates the fragmentation of legal liability. Consumers often don't know whom to hold accountable when a loss occurs—a seller, supplier, affiliate, or marketplace. From the perspective of risk allocation theory, this condition creates a *liability gap* that unfairly imposes the greatest risk on consumers as the weakest party in the transaction structure. The international literature emphasizes that risks should be allocated to those who are most able to control and mitigate them, namely, platforms and business actors as *repeat players* (Benöhr, 2020).

In this context, the claim of marketplace neutrality is increasingly difficult to maintain. The platform not only provides transaction space but also controls system design, promotion algorithms, and dispute-resolution mechanisms. UNCTAD (2021) calls this condition regulatory ambivalence, a situation in which platforms enjoy significant economic benefits without bearing commensurate legal liability. According to the authors, this approach is contrary to the theory of dignified justice, which demands that the law does not stop at formal certainty but also ensures the substantive restoration of consumers' rights and dignity.

Thus, this discussion shows that the main problem of consumer protection in online buying and selling transactions does not lie in the absence of legal norms, but in the failure of implementation and structural inequality in digital legal relations. Without strengthening the role of the marketplace as *a duty bearer*, simplifying digital dispute-resolution mechanisms, and improving consumer legal literacy, consumer protection regulations are at risk of remaining a normative certainty that is never fully realized as real protection.

**Consumer Protection Challenges in E-Commerce Transactions**

The transformation of trade to the digital realm has given rise to new legal relations between business actors, electronic platforms (*marketplaces*), and consumers. Transactions that were previously face-to-face and allowed consumers to verify goods in person are now an impersonal process that relies on digital information: photos, text descriptions, labels, recommendation algorithms, and the platform's tendency to display promotional offers aggressively. In this context, information is no longer just a complement to transactions, but becomes the substance of a digital contract that forms the basis of consumer *consent*. The mismatch of goods with the information presented on the platform is often not just negligence, but a form of violation of legal expectations of transparency and fairness in digital transactions.

International data and literature show that mismatches in goods and misleading information are among the most prevalent consumer problems in digital commerce. The OECD in its study states that practices such as *misleading product information*, *non-conformity of goods,* and manipulative digital design patterns (*dark commercial patterns*) have affected nearly nine out of ten online consumers in many countries, including within the OECD organization itself; this places the issue of digital consumer protection as a global policy priority (OECD, 2024).

Similar phenomena are also widely reported in Indonesia. National legal studies show that consumers often receive goods whose quality, specifications, or conditions differ significantly from the product descriptions displayed on marketplace platforms. This practice involves not only counterfeit or *refurbished* branded goods that are sold as new, but also products that do not even have the appropriate distribution permit (e.g. cosmetics that are not registered with BPOM), thus potentially endangering consumer safety and undermining public trust in the digital ecosystem.

From the perspective of consumer protection legal theory, this issue reflects the gap between *law in the books* (written legal norms) and *law in action* (actual implementation of the law). Normatively, many countries — including Indonesia — have formulated legal frameworks to protect digital consumers through rules requiring true, clear, and non-misleading information. However, in reality, the implementation of these norms is often hampered by weak law enforcement, the complexity of cross-border transactions, and the limited capacity of supervisory bodies to supervise rapidly growing digital practices.

Within the framework of Lawrence M. Friedman's theory of legal effectiveness, consumer protection depends not only on the substance of the norm but also on the enforcement structure and legal culture of society. While legal substance already exists — for example, rules on correcting information in digital transactions — the institutional structure and organization of law enforcement have not been fully able to handle the complexity of e-commerce cases involving multiple parties and jurisdictions. Meanwhile, a low consumer legal culture makes many violations unreported or unenforced, resulting in laws in action that are not operationally effective (*law in action*) even though they are normatively strong (*law in the books*).

From the point of view of contract law theory, this problem is also related to the form of electronic contract commonly used in e-commerce, namely, the *click-agreement* or click contract. Juridically, this contract has the same legal force as a conventional contract, based on the principle of *pacta sunt servanda*. However, in practice, digital contracts often feature only

unilateral consent (standard-form contracts), so consumers do not have the space to negotiate the content of clauses that affect their rights and obligations. This kind of standard clause often includes limitations on the seller's or marketplace's liability, hindering consumers' access to their rights in the event of a discrepancy between the goods and the description.

Contract law analysis also examines this phenomenon through the theory of contractual fairness, which emphasizes the role of *equity* in contractual relationships. The imbalance of information and bargaining positions between consumers and digital business actors creates substantive injustices, which not only impact the quality of goods but also on the consumer's right to a proper refund, repair, or compensation. Empirically, many cases show how the unclear status of responsibility in digital business models such as *dropshipping*, *affiliate marketing*, or even social commerce practices can undermine consumer rights. Consumers often don't know who is responsible for the off-order item — whether it's the individual seller, the supplier, or the marketplace itself. This condition shows a liability gap that systematically benefits business actors and harms consumers.

In the international context, inadequate dispute-resolution mechanisms are also a serious obstacle. Although a number of jurisdictions have introduced alternative dispute *resolution (ODR*) mechanisms, access to these mechanisms is still limited and does not meet the expectations of substantive fairness for consumers across countries – a major challenge in the era of global digital markets. In the author's opinion, the solution to the sustainability of consumer protection not only requires reform of the substance of the law, but also needs to strengthen the enforcement structure through cross-agency collaboration, adaptation to digital market dynamics, and increasing consumer legal literacy so that the public can be more aware and actively enforce their rights. Without this strengthening, consumer protection laws will remain a normative certainty with little real protective impact, as existing norms cannot adapt quickly to changing technologies and evolving market practices.

**Factors Hindering the Effectiveness of Online Consumer Protection Low Consumer Legal Literacy as a Structural Factor in Weak Digital Consumer Protection**

One of the most decisive but often overlooked factors in the discussion of consumer protection in electronic transactions is the low level of consumer law literacy. In the context of e-commerce, legal literacy not only means normative knowledge of the existence of the Consumer Protection Law and the right to redress, but also the ability of consumers to

understand the legal implications of digital contracts, read and assess standard clauses, and access and use available dispute-resolution mechanisms.

In practice, the majority of e-commerce consumers are not adequately aware of their legal rights, or know them in general, but do not understand how to enforce them effectively. This condition gives rise to under-enforcement, a situation in which the available legal norms fail to operate because they are not invoked by the legal subject intended to be protected. As a result, violations of the law by business actors have never been rigorously tested through enforcement mechanisms, so they continue to recur and become practices considered "reasonable".

Empirical evidence over the last five years shows that low consumer legal literacy is a global problem, not just a domestic one. The study by Hodges, Benöhr, and Creutzfeldt (2021) shows that most digital consumers across various European countries do not understand their rights to refunds, replacements, or compensation, even though these rights are expressly guaranteed by regulations. Similar findings were noted by the OECD (2022), which stated that consumers' limited understanding of their rights and complaint mechanisms is one of the main reasons for the weak effectiveness of digital consumer protection.

In the Indonesian context, this phenomenon is evident from the pattern of e-commerce consumer complaints. Many consumers receive goods not ordered—for example, refurbished electronic products sold as new, cosmetics without a distribution permit, or fashion goods of quality far below the catalog photo—but choose not to pursue the dispute after the initial complaint is rejected. In many cases, consumers perceive these losses as "online shopping risks", rather than as violations of the law that can and should be prosecuted. According to the author, this attitude is a direct manifestation of a socially entrenched low level of legal literacy.

According to Lawrence M. Friedman's legal effectiveness theory, low consumer legal literacy is directly related to the legal culture element. Legal culture reflects people's attitudes, values, and perceptions of the law. When consumers view the law as complicated, expensive, and irrelevant to small losses, the law loses its social function as a protection instrument. In such conditions, no matter how well the substance of the law is formulated, it will not be effective because it is not internalized by the community as a tool for defending rights.

This problem of legal literacy is also relevant to be analyzed through the theory of access to justice developed by Cappelletti and Garth. This theory asserts that justice is not merely normatively available; it must also be genuinely accessible to society. In digital transactions, access to justice is not only hampered by economic factors but also by limited

knowledge and understanding of the law. An empirical study by Benöhr (2020) shows that consumers with low legal literacy are less likely to use *consumer redress* mechanisms, even when they are formally available.

Furthermore, the low legal literacy of consumers interacts with the character of e-commerce transactions, which are both small-value and massive. From the point of view of economic analysis of law, especially the theory *of rational apathy (Posner), consumers rationally choose not to enforce their rights when the costs of enforcement—time, energy, stress, and uncertainty—are* greater than the value of the loss. However, in the author's opinion, this rationality does not stand alone; it is reinforced by consumers' ignorance of procedures that are actually simple and inexpensive when designed correctly. In other words, low legal literacy increases perceptions of enforcement costs, even though, normatively, these costs can be suppressed.

This condition creates a domino effect that is detrimental to the legal system as a whole. Business actors and even digital platforms, as repeat players, realize that most consumers will not take a dispute to the formal stage. As a result, minor but systemic violations—such as specification mismatches, substandard quality, or delayed refunds—become a low-risk business strategy. From the perspective of deterrence theory, this situation shows a failure of the law to create a deterrent effect, since the probability of enforcement and the likelihood of real sanctions are very low.

According to the author, the low legal literacy of consumers cannot be separated from the responsibility of the state and digital platforms. Within the frameworks of welfare-state theory and dignified justice, consumer protection is part of the state's obligation to protect the weak in market relations. Legal literacy should not be understood solely as the responsibility of individual consumers, but rather as a result of legal education policies, user-friendly complaint system design, and platform obligations to provide easy-to-understand legal information, not just lengthy, technocratic terms and conditions. Thus, low consumer legal literacy is a structural factor that significantly weakens the effectiveness of consumer protection in online buying and selling transactions. Without serious intervention through systematic legal education, simplification of complaint mechanisms, and a shift in approach from *consumer responsibility* to *shared responsibility* among the state, business actors, and the marketplace, consumer protection regulations will remain trapped in normative certainty without real protective power.

**Unresponsive Consumer Dispute Resolution Mechanism in E-Commerce Transactions**

One of the most obvious problems in online buying and selling transactions is the unresponsiveness of dispute resolution mechanisms available to consumers. Although normatively litigation (*court*) and non-litigation (*BPSK*, mediation, or conciliation) mechanisms have been recognized in the Consumer Protection Law and other derivative regulations, the reality shows that consumers often find it difficult to obtain effective, fast, and affordable access to justice when goods received are not in accordance with order or other defaults occur.

Empirical Facts and Case Examples, National legal studies show that most e-commerce consumer disputes are still resolved through conventional channels such as BPSK or the courts, although these two channels are often considered unresponsive to the needs of digital transactions. This is due to the complicated procedures, length of settlement, and the cost and time required, which are relatively large compared to the average claim value of e-commerce consumers, which is often low. One study shows that this conventional mechanism is less efficient and does not match the characteristics of e-commerce disputes, which are of small value but occur in large quantities, so consumers tend to give up and accept losses without pursuing further legal remedies.

A concrete example can be seen in the case of consumers who report that goods do not match the description on large marketplaces. Despite the complaint feature, the resolution process often takes a long time, and consumers ultimately relent or receive minimal compensation due to a lengthy, unclear procedure. This phenomenon is also observed in other countries, where consumers feel that the conventional litigation channels or dispute-resolution forums provided are not compatible with the dynamics of fast, cross-regional digital transactions.

Criticism of the Conventional Mechanism, within the framework of access *to justice theory*, that the law must not only be available but also accessible effectively by those in need, the mechanism for resolving consumer disputes in Indonesia and many other jurisdictions is still far from ideal. Access to justice theory demands that legal procedures must be easy to understand, cost-effective, and have relatively short turnaround times to be suitable for general consumer use. When the cost of time, psychological costs, and the complexity of the procedure outweigh the value of the dispute itself, the consumer will rationally choose to ignore his or her legal rights. This approach is consistent with the economic analysis of law, especially the

concept *of rational apathy, in which individuals prefer to give in rather than pursue* inefficient legal routes.

Weaknesses of Non-Litigation Mechanisms Currently, many studies show that non-litigation mechanisms, including mediation in BPSK, are often considered unresponsive to the nature of digital disputes. BPSK, as a consumer dispute resolution institution, is designed to be fast and cheap, but in practice, consumers report that the process remains difficult to access, opaque, and slow, especially when disputes involve small amounts or uncooperative business actors. This is a structural obstacle that weakens the law's protective function in the digital realm.

Online Dispute Resolution: An Alternative That Is Not Optimal, in response to these limitations, many academics and legal practitioners encourage the implementation of Online Dispute Resolution (ODR) as an alternative dispute mechanism that is more in line with the character of digital transactions. ODR is a form of *Alternative Dispute Resolution* that utilizes internet technology to resolve disputes quickly, cheaply, and across borders. Recent research shows that ODRs can improve consumer access to justice by offering mediation, negotiation, or arbitration online without a physical presence, making it more efficient and inclusive. However, ODR implementation in many jurisdictions remains hampered by regulatory gaps, legal uncertainty, and a lack of formal recognition of ODR decisions. In Indonesia, for example, although several regulations have recognized the use of technology in dispute resolution, there is no comprehensive provision regulating ODR, so its implementation has not been maximized.

**Relevance to Legal Theory**

A critical analysis of this phenomenon can be carried out through several legal theories:

1. The Access to Justice theory emphasizes that the right to legal protection must be followed by mechanisms that are easily accessible physically, cognitively, and economically. The rigidity of conventional mechanisms, such as BPSK or the courts, shows a failure to meet these standards.
2. Economic Analysis of Law (Rational Apathy) shows that consumers rationally choose not to take the legal route when the costs and risks outweigh the benefits. This makes it clear why current dispute mechanisms tend to be less desirable and less effective in practice.
3. Friedman's Law Effectiveness Theory reminds us that effective law is not only a matter of norms (law in the books), but also a matter of the structure of law enforcement and legal

culture. The incompatibility of dispute resolution structures with the dynamics of global e-commerce shows the gap between norms and implementation.

Thus, the consumer dispute resolution mechanism in the e-commerce realm remains unresponsive to the needs of digital consumers. Although there are already litigation and non-litigation channels, neither has provided fast, cheap, and effective access to justice. ODR emerged as a promising alternative, but its implementation was still hampered by a lack of specific arrangements and legal certainty. In the author's view, without structural reforms that recognize ODR as the primary mechanism and without efforts to improve consumer access and legal literacy, consumer protection will remain weak, even though legal norms are relatively complete.

**Standard Clauses and Contractual Inequality: Serious Challenges in E-Commerce Consumer Protection**

In electronic transactions, especially e-commerce, contracts are almost always standard-form contracts. This clause is unilaterally drafted by business actors or platforms and is set without any negotiation room for consumers, giving them only the option of "accept or reject" without the ability to change the contract's content. This phenomenon reflects the imbalance in the bargaining position between strong business actors and weak consumers in digital contractual relationships. This condition is not just a theory, but has become a real source of problems in modern consumer protection.

The Reality of Standard Clauses in E-Commerce. In e-commerce practice, terms and conditions, clickwrap, or browsewrap agreements usually contain a number of provisions that appear to be fair on their face but can be substantially detrimental to consumers. For example, a clause that:

1. Limiting the liability of business actors unilaterally for loss or damage to goods.
2. Granting the right to unilaterally modify the terms of the contract without adequate notice.
3. Shifting risk to consumers, including assigning responsibility for personal data, or forcing consumers to accept unfavorable arbitration terms.

Recent international research shows that these clauses are not only unilateral but also often contain non-negotiable terms and create a significant imbalance between the rights and obligations of the contracting parties. In the *comprehensive study Unfair Terms in Standard Digital Contracts*, it was found that these clauses often include limitations on unilateral liability, arbitration obligations, unilateral modifications, and excessive exploitation of

personal data, which ultimately obscure the concepts of meaningful consent, consumer autonomy, and legal fairness.

In the global digital context — including in Indonesia — consumers often *accept* contract terms without ever reading or understanding the consequences due to their lengthy and complex nature. A study of standard clauses in electronic contracts in Indonesia shows that many platforms still include provisions that limit liability and shift risk to consumers, despite national regulations, such as Article 18 of Law Number 8 of 1999 concerning Consumer Protection, which prohibit clauses that are detrimental to consumers.

Other empirical findings abroad show a similar pattern: in a study of 100 terms of service, contracts with foreign service providers were much more likely to contain potentially unfair terms than contracts drafted in accordance with EU consumer law standards. This reflects a global trend that standard clauses often do not comply with more progressive consumer protection standards.

Contractual inequality due to standard clauses is not only a formal issue, but has implications for consumers' right to equal legal protection. When consumers have no room to negotiate, their consent to the contract terms is often merely 'formal consent' rather than substantive, *informed consent*. This undermines the basic principle of contract law that requires a *meaningful* and *equitable* agreement.

From the perspective of contractual justice theory, unilateral standard clauses create an imbalance of rights and obligations, contrary to the principle of contractual fairness. In this theory, a contract is considered fair if the rights and obligations of the parties are formulated equally and are negotiable; otherwise, the contract may violate the principles of *good faith* and *equity*.

**The Relevance of Legal Theory in the Analysis of Standard Clauses**

1. Information Asymmetry Theory. This theory explains how the stronger party (business actors/platforms) leverages information advantages to formulate contract terms that burden the weaker party (consumers). Standard clauses, which are often not read or understood by consumers due to their complex language, reinforce this inequality and put consumers in a vulnerable position.
2. Theory of Contractual Justice. From the perspective of *contractual fairness*, standard clauses often undermine the principles of contractual balance and good faith, as consumers have no influence over the contract's terms. This is contrary to the principle of fair

agreement, which requires both parties to meaningfully agree on the rights and obligations set out in the contract.

3. Consumer Protection and Human Rights Theory. The standard clause is also related to a human rights-based approach to consumer protection. Clauses that restrict the consumer's right to seek legal remedies or that exploit personal data can be seen as a violation not only of the consumer's right to justice, but also of the right to privacy and access to an effective dispute resolution.

The Author's View and Constructive Criticism. Based on the literature and empirical evidence, the authors argue that standard clauses in e-commerce today not only weaken consumers' bargaining position but also reveal that the digital contractual system still relies too heavily on a formalistic approach that prioritizes efficiency over substantive justice. This contrasts with the legal principles of consumer protection, which emphasize that consumers must be treated fairly and their legal rights guaranteed in real terms — not just normatively.

According to the authors, states and regulators need to strengthen the legal framework to control the content of standard clauses, for example, by:

1. Adopt substantial control over contract terms, as it does in the European Union through the *Unfair Contract Terms Directive instrument,* which examines the balance of obligations and rights and the transparency of contract terms.
2. Require contract transparency that is simple and understandable to the general consumer, not just complex "legal language".
3. Improve consumer legal literacy, so they can better understand and negotiate their contractual rights.

Without reforms that reduce the dominance of standard clauses at the expense of consumers, digital consumer protection risks remaining merely normative, lacking the realization of substantive justice in practice.

**Fragmentation of Responsibility in Digital Business Models: Consumer Protection Legal Challenges**

One of the most complex challenges in consumer protection of digital transactions is the fragmentation of legal liability that arises from various digital business models, such as dropshipping, affiliate marketing, and *third-party seller* relationships within marketplace platforms. This fragmentation poses a structural dilemma: when losses occur, consumers are

often confused about who is legally liable — whether it's a supplier, a seller, an affiliate, or a platform.

Dropshipping models, for example, allow sellers (dropshippers) to offer goods without physically owning them; goods are actually delivered directly by the supplier to the consumer. Legally, this creates a layered contractual relationship among suppliers, dropshippers, and consumers, making it complicated to determine liability for damaged or off-order items. Legal studies show that, normatively, dropshippers must be responsible for the goods they sell, even if the supplier delivers them directly, because, under consumer protection law, consumers are still entitled to compensation when their rights are violated. However, practices vary: consumers often have difficulty suing a truly resource-rich party to remedy or compensate for such damages, due to the multilayered structure of the contractual relationship.

This fragmentation of responsibilities is increasingly evident in the context of affiliate marketing and the role of affiliates (third-party promoters of products). Affiliates are not the owners of the goods, but act as *promoters* who generate visits and sales. Research shows that the clarity of rights and obligations among affiliates, consumers, and platforms remains weak, blurring consumers' right to seek legal redress. In many cases, the affiliate is not seen as the party responsible for consumer losses, even though its role determines consumer purchasing preferences.

Not only that, in the global marketplace ecosystem, platforms like Tokopedia, Shopee, or Lazada, consumers often see them only as technology facilitators, not as parties that take on the risk of fraudulent sellers or illegal products. In fact, the platform plays an important «intermediary» role in building trust, filtering sellers, and ensuring transaction transparency. Many studies show that when platforms fail to perform these functions effectively, consumers face substantial losses, but platforms often avoid legal liability on the grounds of intermediary neutrality.

Real cases of this phenomenon are often discussed in the international literature; for example, studies argue that marketplaces should be positioned as active business actors that can be held accountable for consumer losses arising from products sold by third parties. The study suggests that it is not enough for platforms to simply serve as *hosts of information; they must also ensure seller verification, product validation, and effective dispute-resolution* systems so that consumers do not get caught up in the game of "throwing responsibility".

From the perspective of contract and liability law, this fragmentation of responsibility reveals the gap between traditional legal models and digital reality. In conventional civil law

traditions, such as *strict liability* or *fault liability*, liability for losses is often clear: the manufacturer/seller marketing the product must guarantee the safety and suitability of the goods. However, in modern e-commerce, this principle becomes 'fragmented' due to the involvement of many actors who are not in a direct contractual relationship with consumers, thereby creating a legal gap (liability gap) in which no single party is clearly substantively responsible. This is also observed in international studies that highlight that ordinary regulations are often *fragmented* and have not been able to cope with the dynamics of digital transactions, such as cross-border commerce and the new generation of intermediary models.

In theory, this phenomenon is relevant to the *social responsibility theory* in consumer protection law, which places responsibility not only on the seller but also on entities that "control" the transaction ecosystem — including digital platforms. This theory drives a shift from the traditional approach that only demands direct responsibility from the seller to one that recognizes the real role of platforms in creating market conditions and influencing consumer decisions algorithmically. The lack of clarity about responsibility in the digital business model is a challenge, because laws that are not responsive to the new configuration of digital economy relations actually harm consumers, who are the weakest party.

A concrete example of the impact is when consumers buy products that turn out to be counterfeit or dangerous goods. If third-party sellers are irresponsible or unidentifiable, and the platform claims neutrality, then consumers are practically missing out on effective legal avenues to assert their rights—a *liability gap* that exposes the depth of liability fragmentation. This is not just an administrative issue, but touches on the principle of distributive fairness in contract law and consumer protection law, where the law is supposed to protect parties in a weaker bargaining position from complex business practices.

In the author's view, this fragmentation of responsibility indicates that consumer protection regulations need to be substantively adapted to address digital challenges, for example, through:

1. Affirming the responsibility of the platform as a party that has a control role over the quality and validity of goods;
2. Introducing *due diligence standards* for the platform (seller verification and monitoring);
3. Establish a *reverse burden of proof* system in which business actors must prove that they have fulfilled consumer protection obligations;
4. Harmonize the responsibilities of third parties, such as affiliates and dropshippers, within the framework of consumer law.

Without this kind of reform, consumer protection laws risk remaining faltering amid increasingly complex digital business models, thereby continuing to undermine the effectiveness of consumer legal protection in the digital economy.

**The Role of Marketplaces in Consumer Protection: *Regulatory Ambivalence* and Its Implications for the Effectiveness of Legal Protection**

The development of *modern e-commerce has placed marketplaces at the center of digital commercial relationships: not just an intermediary platform, but a space where contracts are formed, payments are processed, and consumer expectations are shaped*. However, in many jurisdictions – including Indonesia – the role of marketplaces in consumer protection is still often legally ambiguous—a phenomenon that can be categorized as regulatory ambivalence (regulatory ambivalence regarding marketplace roles and responsibilities). This phenomenon empirically and normatively has an impact on the low effectiveness of consumer protection in the digital realm, even though normative protection already exists.

**Ambiguity of Marketplace Responsibility in Practice**

Normatively, under the Indonesian Consumer Protection Law and related regulations, such as Government Regulation Number 80 of 2019 concerning Trade through Electronic Systems, there is a legal framework that allows marketplaces to be treated as business actors with legal obligations to consumers. Several national legal studies have concluded that marketplaces have contractual, preventive (through seller verification and transaction security systems), and repressive (through compensation or reimbursement) responsibilities – although, in practice, these functions have not been effectively exercised. In practice, however, many marketplaces limit their responsibilities to administrative aspects only, such as providing *return/refund* or *customer service* features, while substantive responsibility for consumer losses is often returned entirely to individual sellers.

This shows *regulatory ambivalence*, where marketplaces benefit economically from every transaction but are not legally responsible for substantive impacts on consumers. A clear example of the impact of this ambiguity is the phenomenon of consumers who buy products that are not as ordered or damaged goods, then have difficulty collecting compensation or refunds because the marketplace only acts as a *technology facilitator*, without any clear obligation to substantively monitor the distribution of products that are safe and according to descriptions. This kind of case has become very common on many large platforms such as

Shopee and Tokopedia, which, although competitive in the market, have not been consistent in taking firm steps when there is a seller default.

**Evidence of the Need for Stricter Regulation Internationally**

The international literature also emphasizes the need for regulatory clarity on marketplace responsibility. A scholarly article in *the International & Comparative Law Quarterly shows that the tradition of product liability law faces significant challenges when applied to digital marketplaces, as business models involving third parties make it difficult to enforce the role of platforms* within existing legal frameworks. This article emphasizes the need for legal reform to hold marketplaces more accountable for the products sold on their platforms.

This condition is not just a theory. The European Union, for example, is moving towards reform through new Directives, such as the Product Liability Directive 2024 and the General Product Safety Regulation 2023, which expand the scope of responsibility for products, including e-commerce, as well as affirm a clearer role for digital platform providers in ensuring the safety of products marketed.

Furthermore, under the Digital Services Act in the European Union, large platforms with a significant number of users are now required to comply with standards that include risk monitoring, oversight of harmful content, greater transparency towards users, and an obligation to effectively remove infringing content or harmful products. This fact shows a shift in the global regulatory paradigm from mere platform neutrality to a recognition of substantive responsibility for the marketplace.

**Relevance to Legal Theory for Critical Analysis**

This phenomenon *of regulatory ambivalence* is relevant to be analyzed through the following legal theories:

1. Theory of Legal Effectiveness (Law in Action vs Law in the Books) According to Lawrence M. Friedman, effective law is not only a written norm (*law in the books*), but a norm that can be implemented in real terms (*law in action*). In the case of marketplaces, although consumer protection norms in Indonesia are quite comprehensive, implementation remains weak because there are no firm regulations regarding the substantive responsibilities of digital platforms. This creates a gap between written norms and the reality of practices that are detrimental to consumers—an indication of the law's failure to fulfill its protective purpose.

2. Theory of Distribution of Responsibility in Contract and Economic Power. Marketplaces have economic power and technical control over digital transactions (e.g., seller verification, rating systems, and recommendation algorithms). Modern contract theory demands that parties who have substantial control in the contractual relationship must also bear proportionate responsibility for the contract's impact. When marketplaces claim neutrality but actually play a role in shaping consumer expectations and choices, these claims of neutrality are difficult to maintain legally and ethically, leaving a *liability gap* that harms consumers.
3. Consumer Protection Theory Based on Human Rights. This perspective emphasizes that consumer protection is not only a matter of commercial contracts, but also the right to security, correct information, and redress—rights that must be substantively guaranteed in practice. The unclear role of the marketplace leads to violations of these rights because consumers lose effective access to recover their losses.

Based on this, the phenomenon of *regulatory ambivalence* in the context of marketplaces is mainly caused by delays in national regulations in responding to digital business model innovations, as well as legal understandings that still view the marketplace as playing a traditional role of sellers or simple intermediaries. In fact, functionally, marketplaces are not passive entities: technical features such as *escrow* systems, recommendation algorithms, and seller verification give them significant influence over transactions. Therefore, regulations need to recognize marketplaces as *duty bearers* (bearers of legal obligations) who have preventive, informative, and comparative obligations—not just technical facilitators.

This kind of change aligns with international trends, as progressive jurisdictions such as the European Union are beginning to establish platforms responsible for dangerous or non-compliant products marketed through their services. Such policies not only improve consumer protection but also balance competition between local businesses that comply with the rules and global platforms that operate across borders. However, regulatory adaptation must consider the characteristics of Indonesia's digital market, including the oversight capabilities of institutions, the capacity of digital dispute resolution mechanisms, and consumer education. Without substantive and adaptive changes to the global and domestic context, regulatory ambivalence will continue to weaken the effectiveness of consumer protection laws in the marketplace.

The role of the marketplace in the modern e-commerce system can no longer be equated with passive intermediaries. Regulatory ambivalence about the substantive responsibility of the

marketplace (*regulatory ambivalence*) creates a legal gap that is detrimental to consumers, even though textual consumer protection laws are already available. International references, such as the EU's efforts to expand platform responsibilities, point to a more assertive, consumer-centric regulatory approach. Based on the legal theories of effectiveness, contract, and human rights, Indonesian regulations need to be harmonized so that consumer protection is not just written on the page, but actually implemented in the digital era.

## CONCLUSION

Based on the discussion, it can be concluded that consumer protection in online buying and selling transactions in Indonesia has a relatively adequate normative legal basis, but remains weak in implementation due to structural inequality in digital legal relations. The shift in transactions to the e-commerce ecosystem makes digital information the primary basis for consumer consent, so misleading information practices, mismatches in goods, and the use of unilateral default clauses are the dominant sources of consumer losses. This protection gap is exacerbated by low consumer legal literacy, non-adaptive dispute-resolution mechanisms, fragmentation of responsibilities in digital business models, and regulatory ambiguity regarding the role of marketplaces that effectively control transaction flows and designs. In the perspective of Lawrence M. Friedman's theory of legal effectiveness, this condition reflects the disharmony between the substance of the law, the structure of enforcement, and the legal culture, so that consumer protection still operates as *a law in the books* and is not fully present as *a law in action*. Therefore, answering the formulation of the research problem, the weak protection of online consumers is not caused by a vacuum of norms, but by the failure of the law to adapt substantively to the reality of the digital economy, which demands a shift from a formalistic approach to substantive justice through strengthening the responsibility of the marketplace as *a duty bearer*, simplification of digital dispute resolution mechanisms, control of unequal standard clauses, and increasing consumer legal literacy as a prerequisite for the effectiveness of legal protection in the era of electronic commerce.

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