

CONSUMER PROTECTION: THE PHENOMENON OF CONSIDERATION SERVICES FOR PURCHASE OF GOODS

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Abstract

The urgency of this research is to understand the unique impact of each legal action, enabling the improvement of the legal system and for the sake of legal justice. The analysis of legal relationships in the sale and purchase agreement of online entrustment services is important to identify the rights and obligations of each party, so as to ensure consumer protection, and serve as a basis for measuring the success of the e-commerce regulatory system. The purpose of this research is to analyze legal protection for consumers and detect the laws used by the parties in online goods purchase and sale agreements. This research uses empirical legal research methods. The results show that the legal protection of consumers in the sale and purchase agreement of online entrustment services is entitled to compensation and replacement if the goods received are not in accordance with the agreement. Personal shopper business actors have provided legal protection with the fulfillment of consumer rights. The legal relationship that occurs in the business of buying and selling services can be categorized as buying and selling because the essential elements are fulfilled, namely the agreement on goods and prices. The research aims to ensure that concrete action is taken, so far there are very few legal rules that specifically discuss personal shopper agreements, this is held in order to guarantee the rights and obligations and protection. For business actors, buying and selling services should in writing contain the obligations and rights of each, including the mechanism in the sale and purchase agreement and the responsibilities of personal shopper business actors.

Keywords: *Consumer Protection, Buying and Selling, Transactions, Personal Shopper.*

INTRODUCTION

The rapid growth of technology information has influenced almost all aspects of human life, including trade activities. (Aswari, 2020) Initially, trading activities were carried out conventionally, namely sellers and buyers met directly to carry out buying and selling transactions. As it develops, the implementation of buying and selling has undergone changes that no longer require face-to-face meetings but can be carried out using electronic media that is actively

connected/online. (Anggraeni & Rizal, 2019) The online business phenomenon that is currently booming in the realm of individuals (legal subjects) as providers of consignment services or can be called personal shoppers. Personal shopper refers to a profession where someone helps other people shop according to their needs. The existence of a personal shopper is a trusted solution, especially for those who do not have time to visit the store or if the location of the store cannot be reached directly by the buyer.



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Although the concept of a personal shopper has been around for a long time, recently this phenomenon has gone viral and is increasingly widespread. In addition, personal shopper services are one type of promising and profitable startup business. The way the *jastip* business works is the first one that provides information if you open a personal shopper service from a certain country. (Sihite, 2024)

With just a mobile phone and internet access, they can start this business without any difficulty. The advantage is that this business is considered easy to do, providing opportunities for many people to get involved in this industry and explore the potential income that can be generated. (Mufti & Saraswati, 2019)

Several online applications have become the main media that can be utilized by the public to carry out legal acts of buying and selling with personal shoppers, to support the activity of buying goods on behalf of others by utilizing electronic systems and carried out online. Several social media applications can connect communication via chat which is one of the indicators for starting a legal relationship. The Instagram application is one of the most popular online platforms for users of online goods purchasing services. (Kurniasih, 2019; Kusumastuti, 2020; Muslichah & Irwansyah, 2019; Satria et al., 2022) As a social media, it offers ease of communication through sharing photos and videos to users. The existence of this feature is an attraction for business people who use it as a means to operate an online business more easily. (Ridwan, 2021) The process of online buying and selling transactions is basically similar to conventional transactions, but involves

several parties involved. The operation of this article states that online consignment services involve the first party, namely business actors who act as providers of consignment services. Their job involves purchasing goods according to orders placed by consumers. The other side is the consumer or user of the online shopping service who makes the payment and receives the goods that have been purchased for the service. Business actors can effectively offer their online shopping services to potential consumers. Through the photo sharing feature (if allowed to record live) and product descriptions, business actors can attract consumers' attention, simplify the promotion process, and facilitate transactions more practically. Therefore, Instagram is one of the most useful tools in building and developing online shopping services in this digital era.

Transactions using consignment services are an attractive alternative and are highly sought after by consumers because communication between buyers, sellers, and consignment service providers can be done easily through various communication menus on the online platform. This site provides flexibility in completing purchases, providing additional information, or resolving issues that may arise during the process. This is not obtained when transacting through a marketplace platform, because the consignment service provider is seen as a representative of the consumer who can provide additional assessments according to the information required by the consumer. (Jannah, 2021; Mufti & Saraswati, 2019) Privacy safety side, a safe and trusted online payment system provides financial security for consumers

by using encryption technology and data protection, customers can make transactions without worrying about personal or financial information leaks, it feels like shopping directly and independently. Using a consignment service not only provides convenience for consumers, but this development makes it easier for business actors to market products that affect cost and time savings. This activity shows the increasing number of transactions that create effective business activities because business transactions are still not limited by space and time.

Previous research reveals legal protection for users of online shopping services, especially online shopping services, in the context of consumer rights. This highlights the problem of product defects and seller responsibility in the online shopping process. This research uses normative legal research methods and a legislative approach, with a focus on Act No. 8 of 1999 concerning Consumer Protection. This study emphasizes the rights, obligations, and prohibitions of business actors, as well as the concept of product liability, where producers are responsible for losses due to product defects suffered by consumers. Therefore, it was revealed that there are no specific regulations governing online consignment services in Indonesia and formulated research questions related to legal protection for users in the event of product defects and seller liability for defective merchandise. (Mahesti & Laksana, 2019) Penelitian lainnya mengungkap bahwa jasa titip didefinisikan sama dengan kurir online, (Nurfaizah, 2023) A paradoxical conclusion drawn from extant research on

entrustment services is that they are designed to address the needs of consumer goods through a digital transaction process. Online buying and selling transactions in this entrustment service involve goods with characteristics that are virtual, can only be seen through images (if the seller permits photography), and are not physically real, so they have the potential to conflict with the validity of an agreement. They conflict with objective conditions which have the legal effect of a null and void agreement if the goods are not following the complete description through the provision of full images and accompanied by a complete explanatory narrative. Therefore, the object being transacted must be truly believed in its availability. The entrustment service provider acts as an intermediary between buyers and sellers, facilitating the buying process based on consumer requests. In this context, entrustment service providers face challenges related to the availability of goods. They cannot be sure that the goods that the buyer wants to purchase are available. Therefore, trust between the trust service provider, buyer, and seller is critical to maintaining the integrity of the transaction. Although the goods offered can only be seen through pictures, transparency, and good communication are key to ensuring customer satisfaction, so trust services in online transactions are a solution for consumers who need goods with virtual characteristics, although challenges related to the availability of goods are aspects that need to be carefully considered in its operation. (Anggraini et al., 2023) The purpose of this article is to uncover the differences in views and findings between these studies that create complexities in determining legal liability.

Different views on the definition of entrustment services and the regulations governing them may lead to uncertainty in determining the responsibilities of the parties in consumer protection. Therefore, this article calls for further research and the formulation of clearer regulations to achieve uniformity and legal certainty in the context of online entrustment services in Indonesia.

The rise of the personal shopper system has created a new business model known as a delivery service on various social media platforms. The use of buying and selling services is now seen as a business that offers a service in the form of purchasing goods to people who want to buy or need something but cannot reach the product or item, but in contrast to the online buying and selling transaction system, which is assisted by couriers and partners of non-route public transportation companies that have developed their activities and functions to couriers, This third party assistance adds the involvement of other legal subjects in the *lavering* process, so that the potential for non-conformity of goods agreed in the contract to change shape and even the bargaining value (price) of goods can also change due to damage to goods or exchange. This service provides convenience for consumers to get satisfaction in transacting the goods they need, such as fashion needs, gadgets or electronics, and beauty products. (Ahdia, 2022; Mufti & Saraswati, 2019) Consumers use personal shopper services because they want to buy goods that are not available in their city or because they want to get goods at a lower price. Therefore, many people who live in big cities or even abroad have begun to offer

personal shopper businesses through electronic media. (Sasono, 2020)

The phenomenon that has been explained shows the urgency of legal protection through an appropriate definition as a general provision to be able to provide legal certainty to parties who use electronic media in transactions. An example of Indonesia's legal certainty is the establishment of the Law on Electronic Information and Transactions (hereinafter referred to as UUIITE) and also the establishment of Government Regulations on the Implementation and Electronic Transaction Systems as a legal umbrella. (Anggraeni & Rizal, 2019) This personal shopper business issue cannot be separated from a problem, namely that there are often several circumstances where the goods that reach consumers are not as they should be, even though this service was chosen because of the ease of information obtained with live video call services when personal shoppers shop, the factor of consumer situations that experience limited direct access, and the speed and accuracy of services, for example, when the goods experience product defects that result in reduced utility and economic value of goods, so it can cause losses to consumers. (Aswari et al., 2017; Buana et al., 2020)

RESEARCH METHODS

This research employs an empirical legal approach, which involves the observation of legal acts categorized as buying and selling agreements with the Jastip system. The objective of this approach is to ascertain the legal reality, legal events, or legal facts. (Aswari, 2018) This research utilizes field data as its primary data source, with the study being

conducted at @*jas.tipmks*, an online trust services provider located in Makassar City at Jalan Bonto Bila Lima No. 15 A. The population of this study comprises entrepreneurs involved in the buying and selling of services, as well as consumers utilizing these services. The study's sample population comprises entrepreneurs engaged in the buying and selling of services through the @*jas.tipmks* platform, along with 30 consumers of these services. The research draws from two primary data sources: first-hand information obtained from entrepreneurs and consumers, and secondary data sourced from written documents such as books and journals. The study employed three data collection techniques: interviews, questionnaires, and observations. The analysis was conducted using qualitative methods.

RESULTS AND DISCUSSION

Legal Protection of Consumers in the Sale and Purchase Agreement for Online Goods Purchase Services

A paradigm shift has occurred in the domain of commercial transactions, with a notable transition from conventional marketplaces to virtual marketplaces such as eBay or Amazon. Merchants are employing increasingly assertive strategies to attract customers through e-commerce, while concurrently utilizing physical stores primarily as storage facilities for goods to be dispatched by consumer orders. (Yusuf et al., 2019)

Online shopping has become increasingly popular, leading to a proliferation of innovations in the business and development sectors. A notable example is Go-Jek, which initially emerged as an online motorcycle taxi

transportation service. Over time, it has diversified its offerings to encompass food delivery, cleaning, freight, courier, and lifestyle services, such as salons and massages, among others. This expansion reflects a strategic response to the evolving needs of the community. What commenced as an online-based *ojek* service in Jakarta in 2010 has undergone a remarkable transformation, evolving into a global ecosystem of integrated services. Initially conceived to address urban transportation challenges, *Gojek* rapidly expanded beyond traditional *ojek* services by introducing features such as GoFood in 2015, which enabled users to order food online. Over time, *Gojek* has not only expanded its reach to various cities in Indonesia, but also added various services, including GoPay (2016), a digital payment solution, GoCar (2015), for car transportation, and various other business initiatives. The most significant development came when *Gojek* merged its forces with Tokopedia in 2021, forming the GoTo Group. This strategic merger signifies the convergence of diverse services, including e-commerce, transportation, digital payments, and financial services, under a unified platform.

The expansion of the services offered by the *Gojek* company is driven by an increase in the number of partners. This dynamic environment presents a compelling opportunity for innovation, yet it is imperative to devise strategies that ensure diversification to avoid stagnation in meeting the needs of the community. In this regard, partners have expressed a keen interest in expanding their services beyond mere transportation provision. In alignment with this vision, a

collaborative effort has been proposed to enhance the services offered by partners, thereby ensuring a steady stream of orders. A personal shopper, in essence, functions as an intermediary between the consumer and the marketplace, facilitating the acquisition of goods tailored to the customer's preferences or requisitions, often with a fee applied for each transaction. Entrepreneurs typically engage in this practice by visiting designated shopping centers, meticulously documenting the available merchandise through photography, and subsequently disseminating these visual records on social media platforms. Consumers interested in procuring products can place orders with entrepreneurs to buy and sell services. These entrepreneurs then purchase the ordered products and deliver them to consumers, either directly or via various courier services, including *Gojek*.

The Instagram account *@jas.tipmks* functions as an online trust services entity founded by Miftah Saddatin in 2019. Located in Makassar, South Sulawesi, the account was initially developed by the owner as a means to engage in shopping and visiting shopping centers, which were activities that the owner had a personal interest in. The owner's decision to proactively promote various items to their acquaintances served as a catalyst for the inception of this business. The favorable reception of this nascent initiative was notable, as it led to an uptick in orders being placed with the account owner. As time passed, the volume of orders received has clearly demonstrated a business opportunity, owing to the ever-increasing demand for the services provided.

The personal shopper business actors accept all requests from buyers by setting a purchase order fee of IDR 20,000 to IDR 30,000 per product. They provide guarantees by explaining that the products offered are original products from each brand obtained directly from the store so that the quality is guaranteed. Furthermore, entrepreneurs actively promote their products on Instagram, showcasing both regular prices and promotional offers through regular updates, thereby fostering consumer preference for this service over comparable services such as *Gojek*. It is noteworthy that the marketing of this entrepot service is exclusively conducted through Instagram, a platform that is currently experiencing significant demand, with the assistance of WhatsApp for facilitating transactions between buyers and sellers, including live streaming.

Despite the security provisions inherent in the personal shopping paradigm, consumers frequently encounter goods that do not meet their expectations. Such shortcomings may include defects in products, discrepancies between the goods received and those offered by the business entity, and goods that do not align with the consumer's expectations. This phenomenon can lead to a decline in consumer satisfaction and, in some cases, financial losses. It is noteworthy that consumers who encounter losses due to the utilization of online entrustment services frequently lack awareness regarding the pursuit of their rights against business entities. Moreover, the limited awareness among consumers regarding the legal protections available to them often serves as a tool for business

actors, enabling them to place consumers in a vulnerable position and prevent them from safeguarding themselves against fraudulent activities.

The legal protection of the weak party in the case of consumers utilizing the services of someone to assist in conducting transactions has actually existed for an extended period, even prior to the rise of online transportation companies and the subsequent development of various delivery businesses. The legal protection model for consumers using entrusted services in the transaction process has been fully defined. The practice of utilizing personal shoppers predates the advent of the term itself, albeit with periods of uncertainty due to the absence of specific regulatory frameworks, as evidenced by cases in Indonesia prior to the enactment of the UUTE. This has engendered legal ambiguity and created loopholes that adversely impact consumers during transactions, akin to the protection of consumer rights. The right to comfort, security, and safety in the consumption of goods and/or services during transactions through online buying and selling services is a right that consumers possess. According to Alya (Interview: Alya Nurul Fadillah, Consumer of buying and selling services. In an interview conducted on February 3, 2023, in Makassar, Alya asserted that he had consistently received satisfactory service and goods that were in optimal condition when utilizing buying and selling services. This positive experience led to a sense of satisfaction among consumers, suggesting that business actors in the buying and selling services sector are effectively meeting customer expectations.

In the context of product defects in goods procured by consumers through online entrustment services, business actors have infringed upon the right to receive accurate, transparent, and truthful information regarding the condition and warranty of goods and/or services. The right to clear and correct information is designed to ensure that consumers can make informed decisions about the goods they desire or according to their needs, thereby averting potential losses stemming from errors in the utilization of goods. (Miru & Yodo, 2010) Especially for online entrustment services because the transactions carried out by business actors and consumers are not direct, so it can be said that consumers are very dependent on the information provided by business actors, including the quality of goods.

In light of the findings from interviews conducted with business actors involved in the exchange of services @jas.tipmks, it was asserted that sincere efforts were made to provide a genuine assessment of the products or goods offered, which entailed the uploading of visual documentation, namely photographs or videos, through the subject's Instagram account. Furthermore, the provision of precise and clear information concerning the condition of the aforementioned goods to consumers was emphasized. In instances where the item is found to be in satisfactory condition, this information is conveyed to the consumer, and vice versa. (Interview: Miftah Saddatin. Business actors of buying and selling services. Makassar, December 4, 2022). Consequently, it can be concluded that entrepreneurs of buying and selling services have fulfilled their

obligations to provide clear information to consumers regarding the goods they trade.

According to Article 4, letter h of the Consumer Protection Law, consumers are entitled to compensation, compensation, and/or replacement if the goods or services received do not align with the terms of the agreement or are not satisfactory. Similarly, business actors, as outlined in Article 7, letter g of the Consumer Protection Law, are obligated to provide compensation, compensation, and/or replacement for goods if they fail to meet the agreed-upon standards or are unsatisfactory. A recent study conducted through in-depth interviews with entrepreneurs engaged in the buying and selling of services revealed that prior to dispatching goods to consumers, these entrepreneurs meticulously inspect the condition of the consumer's goods. In the event that goods are received by consumers that do not align with the stipulated agreement, the onus falls upon the entrepreneurs of buying and selling services to compensate the consumers for any losses incurred. (Interview: Miftah Saddatin. Business actors of buying and selling services. Makassar, December 4, 2022).

A recent study of consumer interviews regarding the purchase and sale of services revealed that consumers expect businesses to take responsibility for any loss incurred when purchasing goods through these services. This responsibility is typically manifested through the replacement of goods according to the original order. However, in instances where the desired item is unavailable, consumers expect a refund or a replacement of the goods. (Interview: Alya Nurul Fadillah, Consumer of buying

and selling services. This interview was conducted in Makassar on February 3, 2023. According to Miftah, a business owner specializing in buying and selling services, consumers typically request a replacement of goods upon placing an order. However, there are instances where consumers opt for a refund to save time. This interview was conducted in Makassar on December 4, 2022. This phenomenon is contingent upon the prevailing conditions that are in alignment with the initial agreements established between entrepreneurs in the services sector and consumers.

Consumer protection is essentially an action that prohibits business actors from trading goods that are not in accordance with the description and advertisement of the goods sales system. This is based on Article 8 Paragraph (1) letter h of Law No. 8 of 1999 concerning Consumer Protection. In the event that goods received by consumers do not correspond to the goods displayed on the entrepreneurs' social media accounts, this constitutes a violation of the aforementioned legislation.

A review of interviews with entrepreneurs specializing in the buying and selling of services reveals that efforts to safeguard consumers have been implemented through various mechanisms, including compensation, reimbursement, and/or the replacement of goods in the event of a discrepancy between the received goods and the terms of the agreement. In practice, business actors are responsible for replacing goods following consumer requests and bearing the shipping costs to the buyer's address. This demonstrates the commitment of business actors to fulfilling their

obligations to consumers. However, from a legal perspective, this practice must be subjected to further scrutiny in the context of consumer protection as regulated by pertinent laws and regulations, such as Law Number 8 of 1999 concerning Consumer Protection. The objective of this study is to examine the extent to which entrepreneurs engaged in the buying and selling of services adhere to the principles of consumer protection. This examination will focus on the right of consumers to obtain goods and/or services in accordance with the agreement, as well as the right to obtain compensation in the event of a breach of the agreement. The study also examines the effectiveness of the mechanisms employed by business actors in providing legal protection to consumers, with a focus on legal certainty and justice. Therefore, this research focuses not only on the practices of business actors but also on the strengthening of regulations that support consumer protection in the buying and selling services sector. This is particularly salient in the context of the proliferation of digital transactions and trust-based trade, underscoring the necessity for a lucid and efficacious legal framework to safeguard consumer rights while providing business actors with clear guidelines for fulfilling their responsibilities. By adopting this multifaceted approach, this research aspires to make a substantial academic contribution, fostering consumer protection and establishing equilibrium in the legal relationship between consumers and entrepreneurs.

Legal Relationship between Parties in the Sale and Purchase Agreement for Online Titling Services

The formation of an agreement establishes a legal relationship between the parties involved. This relationship does not emerge automatically; rather, it is constructed through the deliberate actions of the parties that seek to establish the relationship. This process involves the making of a promise or statement of ability, either verbally or in written form. If one of the parties fails to fulfill its obligations in accordance with the terms of the agreement, this can be classified as a default. The present study examines the manner in which agreements are established, the respective roles and obligations of the parties involved, and the legal ramifications that ensue from any transgressions or noncompliance with the terms of the agreement. This methodological approach seeks to furnish a comprehensive understanding of the intricacies inherent in legal relationships that are forged through the medium of agreements.

An agreement gives rise to an obligation, which is frequently manifested through promises or undertakings that are articulated or documented in writing in everyday life. This point merits emphasis because noncompliance with the agreement by a party can result in that party being considered in default. The legal relationship inherent in an agreement does not inherently exist; rather, it is established through the actions of the parties involved, who by their actions create the legal relationship.

In the context of online goods entrustment services, the parties involved enter into a sale and purchase agreement, wherein one party agrees to deliver an item and the other party agrees to pay the agreed-upon price. The most crucial

element that must be mutually agreed upon by both parties is the law that binds business actors and buyers in the practice of online entrustment services. The agreement that has been mutually consented to by both parties becomes the governing law that binds business actors and buyers in the context of online entrustment services. (Diputra, 2019)

A study of entrepreneurs engaged in the purchase and sale of services revealed that the mechanism for transactions involving the acquisition of goods and services through the @*jas.tipmks* account is as follows: business actors engaged in the exchange of services take photographs or images of products in shopping centers and subsequently upload them to their Instagram accounts, accompanied by a description of the characteristics of the goods. Interested buyers can then initiate a purchase by contacting the entrepreneurs of buying and selling services via Direct Message listed in the Instagram bio of the @*jas.tipmks* account. In this communication, the buyer should specify the desired product photo along with the quantity or other specifications desired, and the order format containing the name, complete address, and cellphone number should be completed. Thereafter, the entrepreneurs of buying and selling services will furnish the buyer with price details, including the cost of the ordered goods, fees or wages for entrusting services, and the cost of shipping according to the buyer's address. The buyer will then initiate payment by transferring funds through a bank account and submitting proof of transfer. Following the buyer's payment, the goods will be purchased, and subsequently, they will be dispatched to the buyer's address

via shipping or expedited services. Upon receipt of the goods, the buyer will confirm their delivery. (Interview: Miftah Saddatin. Business actors of buying and selling services. Makassar, December 4, 2022).

In transactions involving the exchange of services, the principle of *ba* Berdasarkan hasil wawancara dengan pelaku usaha jasa titip beli dapat diketahui bahwa pada saat melakukan pembelian barang, pelaku usaha jasa titip beli melakukannya atas nama sendiri, bukan atas nama konsumen, (Wawancara: Miftah Saddatin. Pelaku usaha jasa titip beli. Makassar, 4 Desember 2022.) sehingga hubungan hukum dengan konsumen bukanlah berdasarkan perjanjian pemberian kuasa. Dalam bisnis jasa titip beli terdapat tiga pihak yaitu penjual barang, pelaku usaha jasa titip beli, dan konsumen akhir. Hubungan hukum yang terjadi antara pelaku usaha jasa titip beli dengan penjual barang tidak diragukan lagi adalah perjanjian jual beli. Sedangkan antara pelaku usaha jasa titip beli dengan konsumen juga dapat dilihat sebagai perjanjian jual beli barang yang akan ada atau *pre-order*.

A comparison of the components involved in the exchange of services with those of a typical transaction reveals that the elements of buying and selling have been satisfied. The transaction encompasses goods that have been requested by consumers, and the price of these goods has also been established. A distinguishing feature of this transaction is that the consumer is aware of the acquisition cost and the provenance of the goods. (Ridwan, 2021)

The entrepreneurs involved in the buying and selling of services have

indicated that the objective of this transaction is to generate profit from the price differential of goods, while for consumers, the primary purpose is to acquire goods. (Interview: Miftah Saddatin, Business Owner of Buying and Selling Services, Makassar, December 4, 2022). The purpose of this transaction is analogous to that of the sale and purchase agreement, namely the delivery of goods. Delivery, also known as levering, is a legal process that involves the transfer of property rights from the previous owner to the new owner. The sale and purchase agreement is of a consensual-obligatory nature, implying that the formation of a new agreement imposes obligations on both the buyer and the seller. The buyer acquires the obligation to pay for the goods, and the seller assumes the obligation to deliver the goods. The transfer of property rights to the buyer occurs at the time of delivery. (Ridwan, 2021)

In the context of the entrustment service business, two deliveries are necessary due to the occurrence of two distinct sale and purchase transactions. Initially, the goods are under the possession of the business entity that is selling the goods. Subsequently, the business actor purchases the goods, and delivery of the goods occurs. At this juncture, the business actor becomes the proprietor of the goods due to their control over them. The subsequent delivery is from the business actor to the consumer. The consumer's ownership of the goods is only established upon receipt, and thus, the transfer of property rights occurs as a result of the delivery. (Ridwan, 2021)

The legal relationship that occurs in the buying and selling service business can be categorized as such due to the fulfillment of the essential elements of buying and selling, namely the agreement on goods and prices. The entrepreneurs of buying and selling services are not the ones who make or process the goods. Fundamentally, buying and selling services are analogous to a sale and purchase agreement with a pre-order system, namely a sale and purchase agreement where the goods are not yet available to the seller when the agreement is closed. (Cahyani et al., 2022)

The Consumer Protection Law delineates consumer protection as all legal principles and rules that regulate and protect consumers in their relationships and various problems with providers of consumer goods and/or services. The legal relationship that occurs between entrepreneurs of buying and selling services and consumers ultimately gives birth to rights and obligations that underlie the creation of a responsibility. In principle, business actors can be held liable if consumer losses arise due to non-performance of legal obligations in buying and selling transactions through online entrustment services. The liability of business actors for defective products is an integral component of the obligations that are binding in the activities of running their business, as stated in Article 7 of the Consumer Protection Law.

CONCLUSIONS

In the context of online entrustment services, consumers are entitled to legal protection, including compensation, compensation, and/or replacement, in the event that the goods received do not align

with the stipulated terms of the agreement. The findings of the research indicate that entrepreneurs engaged in the purchase and sale of services have implemented legal mechanisms to safeguard consumer rights. The legal relationship between the parties in the agreement for the entrustment of goods can be categorized as buying and selling because the essential elements of buying and selling are fulfilled, namely the agreement on goods and prices. This research suggests that the Government of the Republic of Indonesia should consider implementing specific legal rules to govern the various transactions that occur in buying and selling practices, including buying and selling agreements for entrusted services. The enactment of such legislation would serve to ensure the rights and obligations of the parties involved, as well as to provide protection against potential fraudulent activities that could harm all parties in the sale and purchase. It is imperative for business actors offering online goods entrustment services to explicitly document their respective obligations and rights, including the mechanisms governing sales and purchases through entrustment services and the responsibilities of entrepreneurs in the entrustment services sector.

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