
Fake Review and Liabilities Defect Goods in E-Commerce

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ABSTRACT

COVID-19 pandemic has had a significant impact on the development of e-commerce users, with the increasing use of e-commerce in Indonesia, the more potential for violations. A rife case is the provision of fake reviews which in practice dramatically affects the purchasing power of consumers so that it is often misused. In addition, many cases end with the transfer of responsibility between the shipping company and the seller for damaged goods received by consumers. The current law and regulations in Indonesia, namely the Law No. 8 of 1999 on Consumer Protection ("Consumer Protection Law"), are still considered insufficient to answer the existing problems. The synergy between the marketplace, government, business actors, and consumers is essential to solve this problem. In addition, Indonesia can adopt laws in other countries such as the United States and Singapore. The method used in this writing is normative juridical, namely, using a normative approach to the literature study method. Therefore, in this journal, the author tries to analyze how the law in Indonesia overcomes the two problems above with the title "Legal Aspects of Consumer Protection Law of Fake Review and Liabilities Defect Goods in E-Commerce."

Keywords: E-commerce, Consumer Protection, Fake Reviews, Damaged Goods

INTISARI

Pandemi COVID-19 telah memberikan dampak signifikan pada perkembangan pengguna e-commerce. Dengan meningkatnya penggunaan e-commerce di Indonesia, semakin banyak pula potensi adanya pelanggaran yang terjadi. Kasus yang marak terjadi adalah pemberian ulasan palsu yang mana pada prakteknya sangat mempengaruhi daya beli konsumen sehingga sering disalahgunakan. Selain itu, banyak kasus yang berakhir dengan pengalihan tanggung jawab antara perusahaan ekspedisi dan penjual atas rusaknya barang yang diterima konsumen. Peraturan perundang-undangan yang ada di Indonesia saat ini, yaitu Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen masih dianggap belum cukup menjawab permasalahan yang ada. Diperlukan sinergitas antara *marketplace*, pemerintah, pelaku usaha, dan konsumen untuk menyelesaikan permasalahan ini. Selain itu, Indonesia dapat melakukan pengadopsian hukum di negara lain seperti Amerika Serikat dan Singapura. Adapun metode yang digunakan dalam penulisan ini adalah yuridis normatif, yakni dengan menggunakan pendekatan normatif dengan metode studi literatur. Oleh karena itu, pada jurnal ini penulis mencoba untuk menganalisis bagaimana hukum di Indonesia mengatasi kedua permasalahan di

atas dengan judul “Legal Aspects of Consumer Protection Law of Fake Review and Liabilities Defect Goods in E-Commerce”.

Kata kunci: E-commerce, Perlindungan konsumen, Ulasan palsu, Barang Rusak

INTRODUCTION

Internet use in Indonesia has increased significantly since the COVID-19 pandemic. In 2020, the internet penetration rate in Indonesia stood at around 70 percent. This value is estimated to increase in the years to follow and reach 82.53 percent by 2025. The internet has become an increasingly important part of most Indonesians' daily lives. Before discussing the importance of consumer protection, it is necessary to look at the nature of the internet. This step is helpful in investigating whether the internet exposes consumers to more potential risks, which may lead to a reduction in their willingness.

Along with the development of internet use, in the business world, the term electronic commerce (“e-commerce”) has also experienced an increase in users. E-commerce is fast changing how businesses communicate with one another, customers, and government agencies. This is due to the buying or selling of goods or services over any computer network known as electronic commerce (or e-commerce).

The Internet; an extranet, which is a private platform that employs internet technology or Transmission Control Protocol/Internet Protocol and an electronic data interchange (EDI) network are all possible networks.¹ E-commerce is currently increasing quickly in various emerging markets and developing countries due to changes in the ICT landscape (UNCTAD/IER/2015).² According to reports from idEA and We Are Social, during the 2021 pandemic, the online shopping rate of Indonesians rose by 25-30 percent.³ Many people have lauded e-commerce as a way for developing countries to obtain a stronger foothold in the global economic system. E-commerce has the potential to assist emerging economies in gaining additional benefits from trade.

With the widespread use of e-commerce in Indonesia, more potential for violations occur. Especially lately, there are many problems related to the neglect of the rights and obligations of each party in electronic transactions as consumers with lower bargaining positions are always disadvantaged in practice. Especially in e-commerce, buyers/customers are more deprived through now no longer being capable of seeing the products to be purchased at once, in order

¹Sarah Cleeland Knight and Catherine L. Mann, 'Electronic Commerce' (2017) 10(1) ORE <<https://doi.org/10.1093/acrefore/9780190846626.013.85>> accessed 10 February 2022.

² Abdul Ghaffar, 'Electronic Commerce: A Study on Benefits and Challenges in an Emerging Economy' (2016) 16(1) GJ <https://globaljournals.org/GJMBR_Volume16/3-Electronic-Commerce-A-Study.pdf> accessed 12 February 2022.

³ Simon Kemp, 'Digital 2021: The Latest Insights Into the 'State of Digital' (Special Reports We Are Social, 27 January 2021) <<https://wearesocial.com/uk/blog/2021/01/digital-2021-the-latest-insights-into-the-state-of-digital/>> accessed 13 February 2022.

that there may be a disappointment. In contrast, the products were received, the purchaser is tougher to make claims due to the fact they may be on the susceptible side, and customers are regularly considered items that producers might exploit. Due to the relatively low awareness of the Indonesian people on their rights and obligations as consumers. Even though these consumer rights and obligations have been regulated in Consumer Protection Law, this law has been effective since April 20, 2000. In addition, there is an assumption that business actors have more authority than consumers. This also makes business actors take advantage of the situation to take actions that reduce consumer rights. Suppose there is a problem or loss from using a particular food product. In that case, it is usually tricky for consumers to get a solution from business actors because consumers are in an unbalanced bargaining position (unequal bargaining power). Many factors cause consumers to behave this way. One of them is the level of consumer awareness of their rights which is still low. Lack of knowledge about rights as consumers which are actually protected by the law makes consumers in a state of complete helplessness in dealing with business actors.⁴ If there is a problem or loss from using a specific food product, it is usually tricky for consumers to get a solution from business actors to make claims and sue the law. Not infrequently, they already know their rights, but they are reluctant to resolve or report the case, which leads to the abandonment of the unfulfilled right.

In order to provide legal protection, legislation plays a crucial role in removing such uncertainty and enabling the development of e-commerce. In addition, to build consumer confidence in the digital environment, considerable attention must be given to the legal framework that deals with consumer protection; this includes several elements. Core elements of this framework include; pre-contractual requirements, protection for consumers who purchase on-line from fraudulent and unfair commercial practices and efficient and effective mechanisms for dispute resolution and redress, as stated by the OECD.⁵ Consumer protection is a priority for many international institutions, including the United Nations. The adoption of UN Resolution No. 39/248 in 1985 demonstrates this.

Regarding *e-commerce*, the Law No. 7 year 2017 on Trade also regulates trade through electronic systems or *e-commerce*, which is regulated in articles 65 and 66. The implementation of the e-commerce also applies on an international scale by ratified Agreement Establishing the World Trade Organization which includes the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPs Agreement) and has established Consumer Protection Law which is based on the 1945 Constitution Article 5 paragraph (1), Article 21 paragraph (1), Article 27, and Article 33. Indonesia has a longstanding history of consumer protection. The Indonesian Consumers Association was established in 1973 and became a member of Consumers

⁴ Peter Mwaura Njuguna, 'Consumer Rights Awareness and its Effect on Consumerism in Kenya: A Survey of Household Consumers in Nakuru County' (2019) 15(4) SJOF European Journal Of Business and Management <<https://www.iiste.org/>> Accessed 15 June 2022.

⁵ OECD, 'Conference on Empowering E-Consumers: Strengthening Consumer Protection in the Internet Economy: Background Report' (Washington DC, DSTI/CP(2009)20/FINAL, 2009) Available on <http://www.oecd.org/ict/econsumerconference/44047583.pdf> Accessed May 2011.

International in 1974. The establishment of the National Consumer Protection Agency, on the basis of Law No. 8 on Consumer Protection (1999), also known as the General Consumer Protection Law, should be seen in the context of decentralization and efforts to increase delegate powers to local governments.⁶ In addition, the focus on trading in e-commerce is also regulated explicitly in Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems ("PP PMSE") and Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transaction ("PP PSTE"). This rule is considered legal certainty for business actors operating PSTE in their business activities. In addition, this regulation can also strengthen the protection of people's data by private scope PSEs supervised by ministries/Institutions and providers that have online portals, sites, or applications.

In the process, the rights and obligations of the parties in electronic transactions still refer to the Consumer Protection Law, which is regulated explicitly in Articles 5-7 of the quo. However, the Consumer Protection Law only provides rights and obligations for business actors. In reality, it is often difficult to define business actors in electronic transactions in e-commerce. Therefore, the government issued regulations, namely PP PSTE and PP PMSE. This makes it easier for business actors to know their rights and obligations. For example, Article 49 paragraph (1) of PP PSTE states that business actors who offer products through the Electronic System are required to provide complete and correct information related to contract terms, producers, and products offered. In the next paragraph, it is further emphasized that Business Actors must provide transparent information about their respective contract offers, especially in electronic transactions through intermediaries. In addition to consumers, business actors, and intermediaries, the electronic transaction process involves other parties such as couriers. Until now, there is no special arrangement to regulate the relationship between the parties when a problem occurs. The relationship between business actors, couriers, and intermediaries also often creates problems requiring separate regulations. So far, couriers have only specifically regulated their rights and obligations under Law no. 13 the year 2003 on Manpower, which only provides general courier protection as employment and is even often denied because the relationship is a partnership.

However, the current law is still considered unable to overcome the problem of rampant consumer protection violations, especially in e-commerce. One of them is the cases of fake reviews in e-commerce. Consumer critiques, being regularly relied on by consumers, can motivate significant issues of credibility, with the validation method now no longer guaranteed.

Fake online critiques consequently now no longer most effective have an effect on man or woman consumers, however additionally erode purchaser self assurance withinside the online market. The lowering of the general quality of reviews and the loss of consumer confidence in

⁶ State Gazette of the Republic of Indonesia, 1999, Law No. 8 on Consumer Protection (1999), article 49, 20 April.

their veracity can lead to reduced competition within the market if consumers only trust sellers with a significant presence and established reputation.⁷ According to Keneth Roman and Jane Mass, there are three types of testimonials, namely:⁸

1. Celebrity Endorsement
2. Endorsement by Experts
3. Testimonials by Ordinary People

Often in providing benefits in their business, business actors take advantage of testimonials by ordinary people by paying a certain amount of money to be able to give positive reviews to their customers. its products.

In addition, there are more and more problems in the claim process when the goods received by consumers are not per what was informed from the beginning. If a claim occurs, the manufacturer will argue if the product it sells has been detailed with specifications. The problem will be even more difficult if this happens to damaged or lost goods. This idea is illustrated in the UNCITRAL Draft Digest. "Loss or damage" (Articles 66 and 68) or "goods (that) have perished or degraded" (Article 82(2)(b)) are the frequently used terms. The concept of "loss" covers physical hazards to things, even their destruction. Theft, misplacing, transferring the products to the wrong place or person, and mixing the commodities with other goods are all covered. This broad concept includes the risk of physical loss or deterioration as well as the risk of other parties damaging the items. The amount of compensation due as a result of the risk must also be considered.

When complaining about damaged goods, consumers often experience confusion as to which party is responsible because there is no certainty between the courier and seller who must carry out the liability process. In some cases, the shipping company and the seller end up throwing responsibilities at each other, leading to no compensation. This is also due to Article 24 of the PK Law, which only stipulates that business actors who sell goods or services to other business actors are responsible for claims for compensation or consumer claims if other business actors sell to consumers without making changes and do not know about the composition of the said goods or services. This eventually causes many difficulties in proving who caused the damage to the goods. Especially in the e-commerce system, many parties are involved, namely the marketplace itself, sellers, shipping companies, couriers, and even several marketplaces affiliated with other payment companies.

⁷ J. Malbon, 'Taking Fake Online Consumer Reviews Seriously' (2013) 36 <<https://link.springer.com/article/10.1007/s10603-012-9216-7>> accessed 10 February 2022, p. 149.

⁸ Dian Herdiana Utama and Feni Rosalina, "Pengaruh Testimoni Dalam Periklanan" 2016 15 (1) ISSN <<https://ejournal.upi.edu/index.php/manajerial/article/view/9475>> accessed 9 February 2022 hal. 107

Considering the ineffectiveness of the laws that have been in force in Indonesia and the many problems related to these two things. Therefore, there is an urgency for a normative juridical review of several clauses in positive law related to consumer protection in Indonesia. Moreover, the urgency to improve the existing e-commerce system still does not fully provide protection to consumers. Thus, the author is interested in reviewing in the form of a journal entitled **"Indonesia's Consumer Protection Law: Cases of Fake Review and Liability for Defect Goods In E-commerce"**.

METHODS

The research method used in this study is normative juridical, namely by using a normative approach to the method of literature study. This research was conducted by systematically processing data with written legal materials.⁹ It can be said that this research refers to legal norms, in-laws and regulations, court decisions, and prevailing norms and concerns customs. In normative legal research, the law is no longer seen as an ideal thing but has been institutionalized and has been written in the form of existing norms, principles, and legal institutions. Normative legal research, also known as dogmatic legal research, examines, maintains, and develops favorable legal structures with logical structures. The data used in this study is secondary data, namely data obtained from the library with library research data collection tools (library research). This research was also carried out by carrying out several supportive approaches through the legal approach, the country comparison approach, and the conceptual approach. This research begins with determining the formulation of the problem, determining the type of information needed, collecting data, processing data, and concluding.

RESULTS AND DISCUSSION

1. FAKE REVIEW

1.1. Definition of Fake Review

A fake review is a false review written with the goal of misleading consumers in their buying decisions, frequently by reviewers who have little or no experience with the products or services being discussed.¹⁰ The existence of regulations regarding consumer protection, explicitly regulates the rights and obligations of the consumers themselves. However, in practice there are many frauds committed by business actors which ultimately cause losses

⁹ Kornelius Benuf dan Muhammad Azhar, "Metodologi Penelitian Hukum sebagai Instrumen Mengurai

Permasalahan Hukum Kontemporer", Jurnal Gema Keadilan, No.1. Vol.7, No.1, Tahun 2020, hlm. 23.

¹⁰ Barnes WR, (2019) 'The good, the bad, and the ugly of online reviews: the trouble with trolls and a role for contract law after the consumer review fairness act' (2019) 53(2) <<https://scholarship.law.tamu.edu/cgi/viewcontent.cgi?article=2291&context=facscholar>> accessed 9 February 2022.

for consumers as buyers. The number of fake reviews, ratings, comments and testimonials circulating has indirectly led to confusion for consumers. Review is part of Electronic Word of Mouth (eWOM), which is a direct opinion from someone and not an advertisement. Something can be called a review if it ensures businesses (or boosting) competition among regarding products and services that consumers value and therefore indirectly – with the feedback provided by consumers online – help bring up their quality; allowing consumers to narrow their search and identify reviews of particular relevance to them (for instance reviews filtered by age, social status or other criteria.).

Reviews are certainly very influential on consumer interest in buying an item, indicating that people can take the number of reviews as an indicator of the popularity of a product or the value of a product that will affect the willingness to buy a product. Sometimes in comparing the products you want to buy in the market, one of the considerations is through the reviews given by consumers. Online reviews can make or break businesses.¹¹ Therefore, reviews are one of the most powerful marketing strategies. Marketers and vendors have used this medium because it is a low-cost and effective way to reach their customers. However, the credibility of records to be had on-line increases concerns approximately how humans obtain, interpret, and examine these records. The on-line surroundings may be puzzling while contradictory opinions are provided, however additionally counterproductive, due to the capability records overload. Much on-line records are not difficult to filter through professional 'gatekeepers' (regulators of records flows) and can for that reason be poorly organized, out of date, incomplete, or inaccurate.¹² Consumers who do not understand and are not careful will immediately believe what is presented on the internet media. This condition is then exploited by business actors to take advantage of the influence network between customers to influence the behavior of potential buyers by paying a certain number of people to give false reviews on their products.

1.2. Indonesia Regulation Handling Fake Review's Cases

One of the cases in Indonesia occurred in one of the marketplaces, namely Alimama Indonesia, which was recently reported for being suspected of committing fraud with the mode of raising funds. After depositing a certain amount of funds, Alimama members must pretend to shop at certain online stores to increase their market rating. "One person orders up to 60 times a day," said Ayu, a former member of Alimama, Wednesday (30/9). Members will receive a commission of 0.22% from every fictitious transaction they make as a reward. The products and online stores that these members target are those who work with

¹¹Barnes WR, (2019) 'The good, the bad, and the ugly of online reviews: the trouble with trolls and a role for contract law after the consumer review fairness act' (2019) 53(2) <<https://scholarship.law.tamu.edu/cgi/viewcontent.cgi?article=2291&context=facscholar>> accessed 9 February 2022.

¹² Jana Valant, 'Online consumer reviews The case of misleading or fake reviews' (2015) 571 (301) EPRS <<https://www.eesc.europa.eu/sites/default/files/resources/docs/online-consumer-reviews---the-case-of-misleading-or-fake-reviews.pdf>> accessed 10 February 2022.

Alimama. "There are Shopee, Tokopedia, Lazada and Blibli merchants, but our transactions must go through Alimama so our balance is not deducted," said Ayu.¹³

This fake review phenomenon causes harm to consumers. It violates consumer rights as stipulated in Article 4 C of the Consumer Protection Law on the right to correct, transparent, and honest information regarding the conditions and guarantees of goods or services; Article 6 of Consumer Protection Law states that the rights of business actors are the right to receive payments according to the agreement, the right to obtain legal protection for consumers who do not have good intentions, the right to carry out self-defense properly in settlement of consumer disputes, the right to rehabilitation of good name if it has been proven that the loss to the consumer is not caused by the goods/services traded. Article 7 of Law No. 8 of 1999 concerning Consumer Protection also states that business actors must always have good intentions in conducting business activities, providing correct and precise information. Business actors must treat consumers well, honestly, and reasonably, guarantee the quality of goods and services, allow consumers to test the goods and services, and provide compensation for losses due to the use, use, and utilization of the goods and services. Or services traded. Regarding this false review, Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions ("UU ITE") does not explicitly regulate false reviews in online transactions. Article 28 paragraph (1) of the ITE Law only regulates the spread of fake news that is detrimental to consumers in general, which states that,

"Any Person who knowingly and without authority disseminates false and misleading information resulting in consumer loss in Electronic Transactions."

However, it is necessary to identify the elements in the article, namely as follows:

Article 28 paragraph (1) of the ITE Law then all elements of the article must be fulfilled, these elements are: 14

- Everyone.
- Deliberately and without rights.
Needs to be observed as an "intentional act", is there really any evil intention in the act. In addition, whether the act was carried out with or without rights. If the act is carried out by the press, of course there are rights.
- Spreading false and misleading news. Because the element formulation uses the word "and", it means that both elements must be met for sentencing, namely spreading false news (not in accordance with the actual thing/condition) and misleading (causing someone to hold wrong/wrong thoughts). If the fake news does not cause a person to have a wrong view, then a punishment cannot be carried out.

¹³ Pingit Aria, 'Alimama dan Potret Bisnis Rating Palsu E-Commerce Indonesia' (Katadata, 1 October 2020) <<https://katadata.co.id/pingitaria/digital/5f75680f26d12/alimama-dan-potret-bisnis-rating-palsu-e-commerce-indonesia>> accessed 7 February 2022

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- Which resulted in consumer losses in electronic transactions. This last element requires that false and misleading news must result in a consumer loss. This means that a criminal offense cannot be carried out if there is no consumer loss in the electronic transaction.

Due to the difficulty of fulfilling the elements of Article 28 paragraph (1) of the ITE Law because sometimes the element of "spreading false and misleading news" is not fulfilled, consumers rarely solve cases that occur. Therefore, there needs to be internal improvements from several parties, such as e-commerce itself and the role of the state which will be explained as follows.

1.3. Verification Data to Prevent Fake Review

Business actors should not make offers that tend to force someone to give positive reviews by pretending to be consumers or even writing false reviews about their own or different businesses' items or services. On the other hand, they must ensure that marketing and paid promotions are identifiable to readers as paid-for content. According to the European Parliamentary Research Service, review sites should clearly state how reviews are obtained and checked; publish all reviews (including the negative ones) provided they are genuine and lawful, and explain the circumstances in which reviews might be edited or not published at all (for instance if they include abusive language or defamatory remarks). They ought to additionally make certain that there may be no unreasonable postpone earlier than publishing reviews; expose industrial relationships with groups that seem on their site (and the way that impacts their ranking); actually become aware of marketing and marketing and paid promotions; and feature suitable techniques in region to locate and cast off faux reviews.¹⁴ Some observers say that efforts to combat fake reviews are on the website, rather than dealing with companies that encourage fake reviews, or individuals engaged in practice, to inspire profitable companies. He argues that the main focus should be on companies that do not take meaningful action to curb their practice. Regulating a company simply means blaming a particular company for a breach, without realizing that such behavior can be caused by the general culture and competitiveness of the industry involved. May involve many people.¹⁵

Fake reviews can be avoided by adopting a validated digital identification system supported by blockchain's immutability and security. Consumers can develop an undeniable technique of validating reviews by combining a biometrically validated ID with a payment source. The customers can give an honest evaluation tied to their digital identity that has been validated through payment. Consumers and businesses may rest confident that the review is genuine and challenging to create as long as the payment source used to purchase the goods under evaluation is linked to the biometrically validated ID. TrueReviews, a blockchain-based

¹⁴Jana Valant, 'Online consumer reviews The case of misleading or fake reviews' (2015) 571 (301) EPRS <<https://www.eesc.europa.eu/sites/default/files/resources/docs/online-consumer-reviews---the-case-of-misleading-or-fake-reviews.pdf>> accessed 10 February 2022. p 7

¹⁵*Ibid*

service, uses a "pay-to-post" approach in which crypto micropayments are utilized to reward posters and discourage bots. Other platforms, couple blockchain with biometric authentication and ID platform that allows for a range of uses, including facilitating verified reviews.¹⁶

1.4. Terms and Conditions by E-Commerce

E-commerce also plays a role in overcoming the problem of fake reviews experienced by consumers. In order to prevent the existence of fake reviews, e-commerce can make terms and conditions for business actors and consumers who will provide reviews. In addition, e-commerce also participates in the framework of repressive E-commerce by providing sanctions for business actors and consumers who violate the rules. Self-regulation (for example, online platform vendors investing in figuring out and managing faux evaluations; probably additionally bringing defamation movements in opposition to offenders to gain more credibility) also can be helpful. Promoting authentic and dependable evaluation sites, patron proceedings, ombudsman schemes, and requirements to ensure higher standards and evaluation manipulation may also represent a part of the solution. Provision of proof that a product or service has indeed been offered and used is a non-obligatory requirement. Once published online, evaluations can not be edited; however, Their authors are obsessed with taking them offline. The latest opinion should be displayed first. This criterion also seeks transparency regarding the method used to calculate the overall rating and the delay before the new rating is incorporated into the overall rating displayed on the screen. This is enforced by Amazon by providing review facilities only to those who have made purchases on Amazon. They also require reviewers to include photos of the products they purchased. Amazon verifies that reviewers are buying products from its site to keep products away from fake reviews.

E-commerce also has a role in educating consumers on tips to avoid fake reviews by improving digital skills and consumer digital literacy. Educating them about fake online reviews will not only help them identify possible fake reviews but also contribute to reducing the associated consumer harm. This may be executed by imparting facts on how to become aware of facts about the reviewers (age, wherein they live, whether or not they are a provider user, company, or competitor). Seek advice from sufficient evaluations to make comparisons and render combination ratings significant and helpful; seek advice from updated feedback and responses; are seeking for readability approximately who moderates the web website online and their independence from providers, and take a look at whether or not feedback is intense, and the way herbal the language is. In this case, make a term and policy for business actors related to reviews with the sentence

¹⁶Alastair Johnson 'Payment Tied Digital IDScan Solve Amazon Fake Reviews Problem' (Forbes', 16 July 2020)<<https://www.forbes.com/sites/alastairjohnson/2020/07/16/payment-tied-digital-ids-can-solve-amazons-fake-reviews-problem/?sh=642c4907137e>> accessed 7 February 2022.

"Consumers who want to review products sold by business actors are consumers who:

- a. have been verified by e-commerce;
- b. Consumers can only do one review for one product in a store;
- c. Existence of a procedure allowing for a control over a review;
- d. Date of publication of each review, as well as the date when consumers experience consuming the reviewed product;
- e. Criteria for ranking, such as the chronological order;
- f. Maximum period of publication and retention of a review;
- g. Possibility to contact the author of a review;
- h. Possibility to modify a review, and its criteria;
- i. Reasons justifying a refusal to publish a notice."

In the event that a violation of this policy is found, e-commerce has the right to disable the seller for a certain period of time." In addition, e-commerce can provide bonuses for consumers who provide honest reviews. Marketplace platforms may be able to halt the growing industry of fake reviews by connecting real user biometrics to the payment source used for the reviewed goods, thereby eliminating the need for skilled human investigators to assess the validity of reviews. Amazon's vaunted review reward mechanism may be able to support the entire system. Good reviewers currently receive freebies and gift cards, as well as the opportunity to check out new products and achieve community recognition.¹⁷ Amazon adds a "confirmed purchase" label to the reviews that reviewers actually purchased. However, this does not take into account the system in which reviewers are paid for legitimate purchases.

1.5. Enforcement Action by Government

The law should provide a definition of what constitutes a fake review including, among other things, a fake review. In the law, it is necessary to pay attention to the prohibition of the occurrence of contracts between business actors and consumers to give false reviews on their products. The article construction that can be used is that a contract between a business actor and a consumer will be invalid if:

- a. Forbids or restricts an individual from reviewing the goods, services, or behavior of the seller;
- b. Imposing penalties or fees on individuals for such reviews; or
- c. Require individuals to transfer intellectual property rights under the review.
- d. Forcing to provide reviews that can lead to false and misleading news that can harm other consumers."

¹⁷Alastair Johnson 'Payment Tied Digital IDScan Solve Amazon Fake Reviews Problem' (Forbes', 16 July 2020)<<https://www.forbes.com/sites/alastairjohnson/2020/07/16/payment-tied-digital-ids-can-solve-amazons-fake-reviews-problem/?sh=642c4907137e>> accessed 7 February 2022.

review and to the business actors behind the coercion. Business actors' involvement as parties whom "order" consumers to provide false reviews must be followed up and categorized as criminal acts that can be subject to sanctions. The role of the government is to provide enforcement action, which stipulates that business actors who violate this provision will be given sanctions in the form of:

1. Verbal or written warning
2. Administrative sanctions for business actor
3. Temporary suspension of business related to business actors who violate this provision.

This report facilitates the flow of identifying business actors who violate the provisions regarding fake reviews.

1.6. Comparison Between Indonesia and USA's Fake Review Law

The USA has specifically provided regulations regarding fake reviews as stated in the Consumer Review Fairness Act (CRFA) in 2016. In the table below there is a comparison between the regulations regarding fake reviews in Indonesia (UU ITE) and the USA (CRFA 2016)

	Indonesia	USA
Prohibition	of Article 28 paragraph 1 in the Law of the Republic of Indonesia Number 11 of 2009 (1) <i>“Everyone intentionally and without rights spreads false and misleading news that results in consumer losses in Electronic Transactions.</i>	15USC 45b Point b between businesses and consumers: <ol style="list-style-type: none"> a. Prohibiting or restricting individuals from reviewing sellers' goods, services, or conduct; b. Imposing penalties or fees on individuals for such reviews; or c. Requiring individuals to transfer intellectual property rights in such reviews.
Enforcement by Commission	-	<p>(1) Unfair or deceptive acts or practices A violation of subsection (c) by a person for whom the Commission has authority under section 5(a)(2) of the Federal Trade Commission Act (15 USC 45 (a)(2) is treated as a violation of a rule defining an unfair or deceptive act or practice prescribed by the Commission.</p> <p>(2) Powers of Commission</p> <p>(A) In general As if all applicable words and provisions of</p>

		<p>the Federal Trade Commission Act (15 USC 41 et seq.) were incorporated into and made a part of this Act, the Commission shall enforce this section in the same manner, by the same means, and with the same jurisdiction, powers, and duties.</p> <p>(B) Privileges and immunities</p> <p>Any person who violates this section shall be subject to the penalties and entitled to the privileges and immunities provided in the Federal Trade Commission Act (15 USC 41 et seq.).</p>
Sanctions	<p>of Article 45A paragraph 1 of Law 19/2016, namely:</p> <p>"Everyone who intentionally and without rights spreads false and misleading news that results in consumer losses in Electronic Transactions as referred to in Article 28 paragraph 1 shall be punished with imprisonment for a maximum of 6 (six) years and/or a maximum fine of Rp. 1,000,000,000.00 (one billion rupiah)."</p>	<p>Since the CRFA went into effect, the US FTC has brought five administrative enforcement actions exclusively enforcing the Act against companies that illegally used non-disparagement provisions in consumer form contracts in the course of selling their respective services immediately owed the company at least USD 25 000</p>
Education and outreach for businesses	-	<p>Not later than 60 days after December 14, 2016, the Commission shall commence conducting education and outreach that provides businesses with non-binding best practices for compliance with this Act.</p>

Compared with the United States provisions, America already has a special regulation regulating fake reviews, namely the Consumer Review Fairness Act (CRFA) 2016. The regulation clearly

states actions that can be considered illegal in providing reviews, including fake reviews and business actors who pay others to give good reviews on their products or services. It is interesting to study that in the United States, there is an obligation for the commission to provide education to business actors regarding the law's applicability. This means that the government also ensures that all business actors are aware of what is prohibited related to reviews. Until now, Indonesia has not explicitly regulated reviews. Therefore, Indonesia may adopt some provisions regulated by the United States. The Lanham Act, which regulates causes of action against unfair competition arising from false or misleading product descriptions in Section 43(a), also applies in the United States, and competitors who make false or misleading descriptions or representations of facts about their products or services or those of others will be held accountable. Concerning the fair competition concept and unfair advertising, the Lanham Act has only been applied to false negative reviews. The case *Romeo and Juliette Laser Hair Removal, Inc. v. Assara I LLC* is notable in this regard.¹⁸ The court issued an injunction against the defendant, ordering the plaintiff's attorney's fees and \$ 30,000 to pay for posting a series of negative fake reviews of competitors' businesses on various internet forums. These fake reviews consist of a series of forged stories in which a fictitious customer shared a very negative experience with the treatment received at the plaintiff's facility. This decision can be explained for at least two reasons. First, he emphasized the promotional nature of fake reviews. It exemplifies a fake review that could be prosecuted by the Lanham Act to convey an explanation of the facts. And those who are out of the law for them to stick to their opinions.¹⁹

2. LIABILITIES FOR LOSS, DEFECT OR DAMAGE GOODS

Although electronic transactions were created to provide many conveniences such as convenience, savings, selection, personalization, and information. However, many risks are also faced in conducting electronic transactions, especially for consumers as parties who are always more disadvantaged in transactions. One of the most obvious risks that occurs in electronic transactions is that consumers do not have physical interaction with sellers, so they cannot directly evaluate the products being transacted. This is caused by E-commerce, on the other hand, is defined as the exchange of goods via the internet, with all interactions and transactions taking place over the internet and over the phone.²⁰ So far, long-distance sales and marketing of orders through expeditions are also considered a consequence of free trade. Moreover, if it turns out that the goods/services received are damaged or lost. Conditions like this make consumers feel very disadvantaged, because business actors offer goods by drawing pictures, while

¹⁸ *Romeo and Juliette Laser Hair Removal, Inc. C. Assara I LLC* [2016] WL 815,205 (SDNY Feb 29, 2016).

¹⁹ Juan María Martínez Otero, 'Fake reviews on online platforms: perspectives from the US, UK and EU legislations,' (2021) 1:181 SNSocSci <<https://link.springer.com/content/pdf/10.1007/s43545-021-00193-8.pdf>> accessed 13 February 2022

²⁰ Cindawati, 'Analysis of Customer's Loss as The Impact of E-commerce' (2016) 4(1) <<http://jlcjnet.com/vol-4-no-1-june-2016-abstract-10-jlcj>> accessed 12 February 2022.

consumers, if they want to buy, must pay first. After proof of payment (copy) is sent to the consumer's business, the goods will be sent later with shipping costs charged to the consumer. Thus, consumers do not yet have their rights, but have fulfilled all their obligations. If the goods received do not match the words, consumers are also reluctant to make claims. Generally consumers can only take it for granted.

2.1. Indonesia's Regulation Handling Loss, Defect or Damage Goods

By law, the Civil Code has regulated this in general in Articles 1504 and 1506 of the Civil Code that the Seller must bear the goods against hidden defects. Cases like this can also refer to the Civil Code that the act of a buyer who refuses to pay for the goods he has received can be categorized as an act of default. For his actions, according to Civil Code Articles 1266, 1267, and 1517, the seller may seek compensation or cancel the purchase. Furthermore, according to Article 1246 of the civil code, creditors have the option of claiming either a loss or a benefit that covers all costs, damages, and interest from everything they have obtained. Since detailed and clear injury damage will be handled, it must be meticulously estimated based on kind and amount, with all calculations fulfilling both compensation and interest. Furthermore, according to article 19, any parties that conduct an electronic transaction must use the negotiated electronic system. They are as follows, according to article 49 PP No.82 Year 2012 about E-transaction system, which is considered the legal basis for e-commerce in Indonesia:

- (1) The seller must offer the product by giving any contract and product information in detail.
- (2) The information concerning the contract or advertisement must be openly provided by the seller.
- (3) If a product is not delivered or is damaged, the seller shall notify customers of the deadline.

Although the consumer also has the right to compensation, compensation and/or replacement, and the seller is obliged to provide it for goods sent by the seller in the marketplace that are not in accordance with what was agreed upon, this requires complaint procedures and procedures.

With the applicable law, the seller has an obligation to carry out the responsibility. However, the responsibility of business actors also lies in the role of e-commerce as the provider of intermediary facilities as regulated in Article 22 paragraph (1) of PP PMSE which states that if the PMSE contains illegal electronic information content, then the PPMSE and the Intermediary Facility Operators are responsible for legal effects or consequences. Illegal content referred to in this case is a form of action that violates the rights of consumers as stipulated in Article 4 of Law 8/1999 letter c, specifically the right to correct, clear, and honest information about the terms and guarantees of goods and/or services. This is in line

with Article 48 paragraphs (1) and (2) of PP PSTE that business actors who sell products via an electronic system must provide complete and accurate information related to clarity of information regarding contract offers or advertisements. Furthermore, Article 48 paragraph (3) PP PSTE also specifically stipulates that business actors are obliged to give buyers a time limit to return goods.

Although the applicable law has provided protection for consumers, in reality the number of violations of illegal information is still quite high. Many cases end with the transfer of responsibility between the shipping company and the seller for damaged goods received by consumers. For example, in the case of Dina Christina in August 2021, it was suspected that she had experienced fraud when she bought an 11-inch iPad with a capacity of 256 gigabytes at a *merchant* named MA at Tokopedia. The purchase was made on 20 July, but to this day he has never received the item. Dina chose instant delivery using Gojek's Go Send service after completing the iPad purchase transaction. The goods should have arrived immediately after she received a report that she had received a courier. Dina then checked the notification on her Tokopedia application. He saw that the courier had completed the transaction, but the goods were received on behalf of someone else. Gojek could not investigate because the goods were ordered through Tokopedia transactions. I contacted the shop via WhatsApp, then I was sent a photo of the proof of the driver when I picked up the goods or the iPad I bought. It is suspected that the driver is using someone else's identity. Finally, Dina submitted a claim to Tokopedia, which was considered too slow in investigating this case.²¹

Moreover, recently there are many sellers who are certified and considered legally safe by the *marketplace*, but are actually bound by similar legal issues. Basically, the ineffectiveness of the legal protection that has been in effect can be caused by various factors, both internal to the consumer itself and external factors. Internally, cases of this kind are still common due to a lack of consumer knowledge of the dispute resolution that must be carried out for violations of their rights which ultimately causes no deterrent effect from business actors. For example, a seller who issues a standard clause that goods that have been received cannot be returned so that when they get goods that do not match, consumers feel that this is a risk in conducting electronic transactions. Whereas Article 7 letter (g) of the Consumer Protection Law states that one of the obligations of business actors is the provision of the goods and/or services received or used are not in accordance with the agreement, compensation, compensation, and/or replacement are available. Thus, a business actor who writes a provision that he cannot return goods has violated his obligations as a business actor. In addition, the digital literacy ability of the Indonesian people is still low and the complexity of the dispute resolution process is one of the factors for discontinuing a consumer protection case.

²¹ Dina Christina v Tokopedia [2021] Weekly Report Tokopedia, [20wq] 1 WLR 2112 [42], [45].

Moreover, with the payment system *Cash on Delivery*, it creates confusion for consumers to process complaints. Consumers are often confused about which party to file a complaint against for the non-conformity of the goods received. Damage to goods is not necessarily the responsibility of the service provider because the goods may already have defects before being given to the carrier for delivery, thus whether it is a courier, shipping company, marketplace, or direct seller. This eventually resulted in many couriers as the front line who became the target of angry buyers who were disappointed because the goods received did not match what was ordered. Cases like this make the legal relationship more complex because there are more and more interests from the parties that must be facilitated in the legal relationship and on the other hand the potential for problems will also be even greater if there are one or several related parties who do not understand the legal construction being built which will effectively automatically result in a misunderstanding of the rights and obligations towards himself and other parties. This becomes a potential new problem that arises when one party demands his rights to another party who has no obligation to fulfill the rights of the party concerned. Therefore, there needs to be an internal improvement of the law itself, both the role of e-commerce and the role of the state which will be explained as follows:

2.2. E-Commerce as a Mediator

A marketplace, in the broadest sense, is a platform that allows customers to buy products and services from a variety of merchants.²² In general, the marketplace has provided a complaint channel for similar cases. The complaint process is the first step that consumers can take if there is damage to the goods received. However, in reality the parties are throwing responsibility at each other for the non-compliance of the goods which resulted in the case not being followed up. If this happens, consumers will be reluctant to continue the dispute resolution that must be done through courts and non-courts because it takes a long time. Therefore, a complaint channel is needed as a forum for resolving internal disputes between sellers, couriers, and also shipping companies to determine which party is obliged to compensate for the damage.

This internal mediation process can be facilitated by the marketplace as an intermediary provider. This is intended to avoid throwing responsibility between couriers so that it is easier for consumers to get compensation. If no agreement is found, the case can be continued through the dispute resolution process according to the law. In addition, if viewed from the example of the case, it is necessary to take quick action that must be taken by the relevant parties to carry out an investigation. To provide effective dispute resolution and a deterrent effect for business actors, the marketplace as a key value in e-commerce can also play an important role. For example, by imposing sanctions on sellers who delay solving

²² Kawa Arkadiusz and Magdalena Walseiak, 'Marketplace as a Key Actor in E-Commerce Value Networks' (2019) 15(4) <<http://doi.org/10.17270/J.LOG.2019.351>> accessed 12 February 2022.

problems, including being unresponsive. in providing answers. Marketplaces can also form internal regulations so that all parties involved in this matter can be responsive to provide their responses so that consumers get certainty about the resolution of their cases.

2.3. Role of The State

From the standpoint of social science, the primary role of all forms may be considered an explicit shaping function; norms are formed to answer a social problem. There is a need for the role of the state to form laws in solving social problems that occur, including in this case. The throwing of responsibilities that occurs between various parties in solving problems, one of which is also caused by the imperfection of the applicable law. For example, Article 31 of Law Number 38 of 2009 concerning Post does not explain what the post office will give compensation if the consignment is lost or damaged but only explains if the item is lost or damaged, it will be resolved by way of agreement. Thus, it is necessary to regulate the liability for compensation, especially in trading through electronic systems, as a form of protection of consumer rights. For example, by adding a clause regarding liability for damage to goods in the Consumer Protection Law:

“The carrier and business actors jointly check before sending the goods.”

This clause will make it easier to determine who is responsible for the damage or loss of goods purchased by either the carrier or the seller in the dispute resolution process. In addition, this clause is also intended to avoid false claims from various parties so that in this case, the service provider can reject claims from consumers if:

1. Defects in the goods themselves
2. Error or omission of the sender or expediter
3. (*overmacht, force majeure*)

In addition, the state needs to play a role in regulating the role of the marketplace as a means of an intermediary. Article 22 of PP PMSE stipulates that the domestic PPMSE and foreign PPMSE concerned quickly remove electronic links and illegal electronic information content after receiving knowledge or awareness. However, until now, the word "act quickly" in this article has often caused confusion and has even been used as a defense in dispute resolution. There is a need to explain further the time limit of the definition of "fast" referred to in the clause. For example, by adding an explanation to the PP *a quo*, the time limit is considered quick as follows:

"maximum five working days after receiving the report for an internal investigation of the illegal content."

2.4. Comparison of Law on Consumer Protection Laws in Indonesia and Singapore

Singapore is a country with better examples of legal arrangements with similar cases, this can be proven by a comparison of consumer protection law between Indonesia and Singapore by this following table:

	INDONESIA (Consumer Protection Law)	SINGAPORE (Part III of the Consumer Protection (Fair Trading) Act (CPFTA) of Singapore)
Compensation	Article 7: Compensation is the obligation of business actors to provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.	Provides some remedies to buyers of defective products including products that: <ol style="list-style-type: none"> 1. Did not match the product description; 2. Are not of satisfactory quality; or 3. Are not fit for any purpose communicated to the seller before purchasing.
Time Limit	Not set	You can use the lemon law within 6 months of the date of delivery of your defective product.
Dispute Resolution	Article 45 (2): Consumer disputes can be resolved in court or out of court, depending on the disputing parties' willingness to do so. Article 49 (1): In Level II Regions, the government establishes a consumer dispute resolution agency to resolve consumer complaints outside of court.	Dispute settlement stage: To settle their claim, they might file a complaint with the Consumers Association of Singapore (CASE). If the problem cannot be addressed through CASE, the buyer may file a lawsuit against your company in Singapore's Small Claims Tribunal or State Courts.

Looking at the comparison table above, it is clear that Indonesia does not yet have specific regulations such as Singapore regarding compensation in cases of damaged or lost goods. Meanwhile, Singapore has had a special arrangement in part III of their Consumer Protection Act. Regarding compensation, the law in Singapore is more specific about what conditions business actors can provide compensation. Meanwhile, Indonesia only generally states that business actors can compensate if the goods received are not per the agreement. In addition, there is a claim deadline expressly stated in Singapore, which is six months which is not regulated in Indonesia. This is necessary to uphold legal certainty and prevent consumer confusion in making claims. In line with the nature of legal certainty, predictability or the ability to detect an individual ought to behave in a specific way.

Furthermore, Singapore Law specifically provides certainty to resolve the dispute first out of court regarding dispute resolution. Meanwhile, Indonesia provides freedom for consumers to choose the place of dispute resolution. This can sometimes cause difficulties for the Indonesian people who do not understand the advantages and disadvantages of each dispute, so they are ultimately reluctant to resolve the problem. In view of this, it is clear that there is a need for special arrangements in Indonesia regarding compensation for damaged or lost goods from buyers. There is a need for certainty protection for consumers because this is already rife, especially with the increasing number of e-commerce users in Indonesia.

When viewed from a real case in Singapore in the case of Speedo Motoring Pte Ltd v Ong Gek Sing, namely the sale of a used car Lexus GS 450 Hybrid Super Lux. The vendor recommended that the buyer send the vehicle in for inspection, but the buyer declined. The seller, on the other hand, had the vehicle evaluated, and it obtained a "B" overall rating. The buyer was allegedly told during the sale process that his vehicle was in "great condition" and had been maintained at the dealership on a regular basis according to the maintenance plan. Furthermore, the customer was advised about a month after the initial service that the vehicle's hybrid battery had failed and needed to be replaced. The buyer has attempted to contact the vendor multiple times, but the issue has not been resolved. The buyer eventually filed a claim in the Small Claims Tribunal against the seller, claiming recompense for the money spent on repairs. The buyer eventually started legal proceedings against the seller in the Small Claims Tribunal, demanding compensation for the money spent repairing the defect in the vehicle. In this case, the seller writes on its display that *'we do not give refunds under any circumstances'*. However, the judge ruled that the seller could not exclude the transaction from Lemon Law so that the seller must compensate the buyer for the damage according to the applicable fees. This case shows that legal certainty in Singapore regarding compensation will make it easier for consumers to submit claims and get what they are entitled to.

Although Indonesia does not have a complete e-commerce policy, some broad principles relating to trade and information technology can be used to guide Indonesian residents who want to engage in e-commerce. For example, Law No. 8 of 1997 on Company Documents, which makes a passing reference to electronic data verification, Law No. 36 of 1999 on Telecommunications, Law No. 19 of 2002 on Copyright, and various Criminal and Civil Code provisions. Article 362 of the Criminal Code can be utilized to catch offenders of carding, which is theft of credit card numbers to conduct e-commerce transactions. Article 378 of the Criminal Code can also be applied against e-commerce fraudsters, such as placing ads on a website to entice people to buy goods and transfer money. Regardless, the requested items did not arrive. Article 1233 of the Civil Code deals with binding agreements that can be used in a sale and purchase agreement, and section 1338 states that Indonesian treaty law adheres to the principle of contract freedom, ensuring that the validity of the trade agreement is returned to all parties involved in the transaction.

CONCLUSION

The increasing number of e-commerce users in Indonesia has led to more and more problems. Two of them are the problem of fake reviews and the transfer of responsibility between the shipping company and the seller for damaged goods received by consumers. Thus, there is an urgency to improve Indonesia's e-commerce system and legal reforms, which still do not fully protect consumers. Moreover, fake reviews violate consumer rights Article 4 C of the PK Law, namely the right to correct, transparent, and honest information regarding the conditions and guarantees of goods and services. In addition, fake reviews also affect the level of consumer purchasing power, so it is not uncommon for business actors to take advantage of this situation as a marketing strategy. Meanwhile, the regulation of fake reviews in Indonesia is widely regulated only in Article 28 of the ITE Law on the phrase "spreading false and misleading news that harms consumers" in fact, sometimes this element is difficult to fulfill. Therefore, there are at least three ways that can be done in order to reduce fake reviews: e-commerce plays a massive role in this case) by verifying data as a preventive measure, terms and conditions carried out by e-commerce (what reviews are acceptable and sanctions for people who violate), enforcement action by the government (reviews such as what is unacceptable and sanctions that can be given). Compared to the USA, there are already regulations regarding reviews (it is interesting to examine the obligation to provide education to business actors with the application of the law) and the role of the government and commissions in overcoming false reviews. Meanwhile, for the issue of assigning responsibility for damaged or lost goods, it is necessary to have a marketplace role as a mediator between the parties and the role of the state to improve the existing law. Moreover, compared to Singapore, Indonesia still does not have specific regulations regarding compensation for damage, loss, or following what was agreed upon in e-commerce.

BIBLIOGRAPHY

Primary Sources

Cases

Case-1398 Speedo Motoring Pte Ltd v Ong Gek Sing [2014] Singapore Law Report

Christina, D v Tokopedia [2021] Weekly Report Tokopedia, [20wq] 1 WLR 2112 [42], [45]

Romeo and Juliette Laser Hair Removal, Inc. C. Assara I LLC [2016] WL 815,205 (SDNY Feb 29, 2016)

Statutes and statutory instruments

Consumer Protection (Fair Trading) Singapore Act 2003

Law of the Republic of Indonesia No. 8 of 1999 on Consumer Protection

Law of the Republic Indonesia No. 11 of 2008 on Electronic Information and Transactions

The Draft Uncitral Digest and Beyond 2004, 293 et seq.

Secondary Sources

Books

Lina Eriksson. 'Rational Choice Explanations of Norms: What They Can and Cannot Tell Us', in Michael Barumann et al. (eds) *NORMS AND VALUES: THE ROLE OF SOCIAL NORMS AND INSTRUMENTS OF VALUE REALIZATION* (2013)

Wiradipradja, Saefullah E, *Penuntun Praktis Metode Penelitian dan Penulisan Karya Ilmiah Hukum*, (Keni Media, 1st edition, Bandung, 2015)

Online journals

Arkadiuzs, K and Walseiak, M. 'Marketplace as a Key Actor in E-Commerce Value Networks' (2019) 15(4) *SJOF* <<http://doi.org/10.17270/J.LOG.2019.351>> accessed 12 February 2022

Cindawati. 'Analysis of Customer's Loss as The Impact of E-commerce' (2016) 4(1) *JLCJ* <<http://jlcjnet.com/vol-4-no-1-june-2016-abstract-10-jlcj>> accessed 12 February 2022

Ghaffar, A. 'Electronic Commerce: A Study on Benefits and Challenges in an Emerging Economy' (2016) 16(1) GJ <https://globaljournals.org/GJMBR_Volume16/3-Electronic-Commerce-A-Study.pdf> accessed 12 February 2022

Knight, S and Mann, C. 'Electronic Commerce' (2017) 10(1) ORE <<https://doi.org/10.1093/acrefore/9780190846626.013.85>> accessed 10 February 2022

Latifani, D and Muhammad I. 'The Position of Moral Values in Law' (2021) 6(1) DLR <<https://doi.org/10.14710/dilrev.6.1.2021.51-61>> accessed 19 February 2022

Malbon, Justin. 'Taking Fake Online Consumer Reviews Seriously' (2013) 36 <<https://link.springer.com/article/10.1007/s10603-012-9216-7>> accessed 10 February 2022, p. 149

Utama, Dian Herdiana and Feni Rosalina, "Pengaruh Testimoni Dalam Periklanan" 2016 15 (1) ISSN <<https://ejournal.upi.edu/index.php/manajerial/article/view/9475>> accessed 9 February 2022 hal. 107

Valant, Jana. 'Online consumer reviews The case of misleading or fake reviews' (2015) 571 (301) EPRS <<https://www.eesc.europa.eu/sites/default/files/resources/docs/online-consumer-reviews---the-case-of-misleading-or-fake-reviews.pdf>> accessed 10 February 2022

WR, Barnes 'The good, the bad, and the ugly of online reviews: the trouble with trolls and a role for contract law after the consumer review fairness act' (2019) 53(2) <<https://scholarship.law.tamu.edu/cgi/viewcontent.cgi?article=2291&context=facscholar>> accessed 9 February 2022

Zang Chao, Z and Anggara, S. 'E-Commerce in Singapore and Indonesia: Comparison of Policies'. (2019) 1(1) IJSS <<http://ijsoc.goacademica.com/index.php/ijsoc/article/view/6/3>> accessed 19 February 2022

Command papers and Law Commission reports

Badan Pusat Statistik. Statistik E-Commerce 2021 (Publikasi Statistik E-Commerce, 06300.2117, 2021) ch 5

Websites and Blogs

Alastair Johnson 'Payment Tied Digital IDScan Solve Amazon Fake Reviews Problem' (Forbes', 16 July 2020) <<https://www.forbes.com/sites/alastairjohnson/2020/07/16/payment-tied-digital-ids-can-solve-amazons-fake-reviews-problem/?sh=642c4907137e>> accessed 7 February 2022

Kemp, S, 'Digital 2021: The Latest Insights Into the 'State of Digital" (Special Reports We Are Social, 27 January 2021) <<https://wearesocial.com/uk/blog/2021/01/digital-2021-the-latest-insights-into-the-state-of-digital/>> accessed 13 February 2022

Pingit Aria, 'Alimama dan Potret Bisnis Rating Palsu E-Commerce Indonesia' (Katadata, 1 October 2020) <<https://katadata.co.id/pingitaria/digital/5f75680f26d12/alimama-dan-potret-bisnis-rating-palsu-e-commerce-indonesia>> accessed 7 February 2022

Thesis

Ahmad Alhusban, 'The Importance of Consumer Protection for the Development of electronic Commerce: The Need for Reform in Jordan' (2014) <https://pure.port.ac.uk/ws/portalfiles/portal/5767501/Thesis_Oct_2014_last.pdf> University of Portsmouth Thesis