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Legal Responsibility of Marketplaces in Distributing iQIYI Digital Services and Consumer Protection in Indonesia

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Abstract

This study concludes that the distribution of unauthorized iQIYI digital services through marketplaces creates inherent legal defects, as access remains revocable by the authorized provider, exposing consumers to the risk of unilateral account blocking and potential systematic losses. Accordingly, marketplaces should not be treated as passive intermediaries; their platform control and economic benefits justify the application of Absolute Responsibility for consumer losses arising from such transactions. This research employs a normative legal method, combining statutory and conceptual approaches, with a focus on Indonesian consumer protection law and electronic commerce regulation. The analysis demonstrates that intermediary-based liability models are inadequate to address risks inherent in non-physical and revocable digital services. To operationalize this accountability, marketplaces must ensure accurate risk disclosure, verify seller legitimacy, handle complaints effectively, and implement measurable loss-recovery mechanisms. Finally, regulatory alignment of the Government Regulation on Trade Through Electronic Systems with consumer protection principles, including enforceable algorithmic accountability, remains necessary to strengthen supervision and legal certainty in Indonesia's digital commerce ecosystem.

Keywords Marketplace; Digital Service; Consumer Responsibility

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1. INTRODUCTION

Digital transformation has positioned Indonesia as a major digital economy power in Asia. Alongside rapid digital economy growth supported by high internet adoption and mobile-led e-commerce expansion, digital marketplaces have increasingly become channels for the distribution of illegal digital services, including streaming service account-sharing schemes such as iQIYI that are openly traded through large marketplace platforms (Asosiasi Penyelenggara Jasa Internet Indonesia, 2024; Google et al., 2023). (APJII et al., 2014)

One of the most prevalent practices within this development is the sale of shared streaming service accounts offered at prices significantly lower than official subscriptions. These products are marketed as ordinary digital goods, despite the absence of authorization from the original service provider. As a

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result, consumers are exposed to legal and economic risks that are not transparently disclosed at the time of the transaction. This phenomenon creates a shadow market that inherently violates the terms and conditions imposed by authorized service providers, resulting in unresolved legal consequences within the digital trading ecosystem.

In practical terms, consumer losses occur when accounts purchased in exchange for financial rewards are unilaterally blocked or revoked by the authorized provider due to violations of usage policies (Yanci, L. F., Putri, D., & Santoso, R. (2023). Legal... - Google Scholar, n.d.). Consumers lose both financial value and access to digital content without effective remedial mechanisms. The recurrence of such losses reflects a structural risk in digital service transactions, particularly where access to services remains fully controlled by third-party providers. This condition raises fundamental questions regarding the construction of fair legal liability within the digital marketplace environment.

From a juridical perspective, the practice of selling shared digital service accounts constitutes an unlawful act because it violates contractual obligations with the original service provider and potentially infringes upon intellectual property rights (Rahman et al., 2024). However, legal analysis should not be limited to the conduct of individual sellers or intellectual property issues alone. Digital marketplaces play a central role as facilitators by providing transactional infrastructure, payment systems, promotional mechanisms, and platform-based visibility that enable the circulation of unauthorized digital services—viewing marketplaces solely as passive intermediaries creates conceptual problems, as their role extends beyond mere facilitation to active participation in shaping transaction conditions and consumer behavior. (INDONESIA, 1999)

Previous legal studies on marketplace responsibility in Indonesia have predominantly focused on the circulation of illegal physical goods, such as counterfeit products or trademark-infringing items. The legal implications of non-physical digital services have received comparatively limited attention, particularly in relation to the role of marketplaces in facilitating services that contain inherent legal defects. This gap is significant because digital services differ fundamentally from physical products. Access to digital services depends entirely on authorization from the original provider, may be revoked without notice, and lacks the permanence associated with tangible goods.

Furthermore, consumer interaction with digital services is strongly influenced by platform architecture, including system design, information presentation, rating mechanisms, and algorithmic curation (Helberger et al., 2018). These features shape consumer trust and perceived legitimacy while simultaneously amplifying the circulation of services that violate the terms of authorized providers. Consequently, the risks experienced by consumers arise not only from third-party sellers but also from the structural design and governance of marketplace platforms themselves.

This article addresses two primary issues. First, it examines how the legal responsibility of marketplace platforms should be constructed in relation to the distribution of unauthorized iQIYI digital services through third-party sellers. Second, it analyzes the forms of consumer protection and legal remedies that may be enforced under Indonesian law in response to losses arising from revocable digital service transactions. These issues are explored to clarify the legal position of marketplaces as business actors and to determine an appropriate accountability framework for digital commerce.

By focusing on non-physical and revocable digital services traded through marketplace platforms, this study extends legal analysis beyond conventional discussions of illegal physical goods. It highlights how platform governance, transaction systems, and algorithmic influence contribute to consumer risk exposure. In many cases, consumers lack access to dispute resolution mechanisms equivalent to those available in transactions involving tangible goods, reinforcing the need for stronger legal safeguards.

This study argues that the principle of absolute responsibility provides a normative foundation for addressing structural risks inherent in digital service transactions. Marketplaces cannot be regarded as mere intermediaries when they exercise system control, derive economic benefits, and possess technical capabilities to verify the legality of digital products (Busch, 2020). Systematic negligence, including failure to conduct due diligence, weak supervision of sellers, and the absence of effective accountability mechanisms, should therefore be attributed to marketplaces as business actors within the digital trade ecosystem.

Accordingly, this study aims to analyze the construction of marketplace accountability in problematic digital service transactions and to formulate appropriate forms of legal protection for consumers harmed by the circulation of unauthorized digital services (INDONESIA, 1999). Through this approach, the study seeks to contribute to the development of a more balanced and effective consumer protection framework in Indonesia's evolving digital economy.

2. METHOD

This study employs a normative juridical method focusing on the interpretation and systematization of legal norms governing digital transactions, consumer protection, and standard-form contracts in digital services. Normative legal research is appropriate where the core issue concerns the validity of practices, the coherence of legal norms, and the construction of legal responsibility based on statutory provisions and general principles of law. This approach enables the study to assess legal accountability by examining the normative framework governing marketplace activities, rather than focusing on empirical behavior.

The legal materials consist of primary, secondary, and tertiary sources. Primary legal materials include Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions as amended, the Copyright Law, Government Regulation No. 80 of 2019 on Trade Through Electronic Systems, and the Terms and Conditions of iQIYI and Shopee, which serve as standard-form contracts governing digital service access. These materials are used to identify normative obligations and limitations applicable to marketplace platforms and digital service transactions.

Secondary legal materials are drawn from peer-reviewed journal articles, scholarly books, and doctrinal writings relevant to platform liability, consumer protection, and digital commerce regulation. These sources are used to support doctrinal interpretation, clarify conceptual boundaries, and develop structured legal arguments consistent with normative legal analysis (R, 2022). Tertiary materials, such as legal dictionaries and encyclopedias, help clarify legal terminology and ensure conceptual consistency.

The analysis employs normative qualitative techniques by identifying applicable legal norms and marketplace obligations, interpreting the scope and limits of digital service use under relevant Terms and Conditions, and systematically relating statutory rules to underlying legal principles. Through this process, the study develops a legal accountability model and a remedial framework for consumer losses resulting from revocable digital service transactions, prioritizing normative coherence over empirical measurement.

3. FINDINGS AND DISCUSSION

3.1 Construction of Innate Legal Defects in iQIYI Cases and Absolute Responsibility Claims

iQIYI's digital service distribution model involves an account trading pattern conducted through third-party sellers operating on marketplace platforms, without any direct contractual relationship with the authorized service provider. iQIYI account-sharing products are commonly marketed as premium digital access even though they are distributed through unofficial channels (iQIYI Indonesia, 2024). As a result, the legal status of these products is unclear from the outset, creating legal uncertainty for consumers.

Consumer losses arise systematically due to inherent legal defects embedded in digital products sold by unauthorized sellers (Busch, 2020). Because access to digital services remains fully revocable by the authorized provider, consumers face an inherent risk of unilateral account blocking that may occur at any time and result in immediate financial losses. This practice violates consumers' rights to receive accurate, clear, and honest information, particularly when the risks of illegality and account termination are not adequately disclosed at the time of the transaction. Complaints and public reports concerning iQIYI accounts highlight a systematic failure by marketplace platforms to conduct due diligence regarding non-physical digital products (Prasetiyo, 2025). Within the Indonesian legal framework, transactions conducted based on incomplete or misleading information are normatively flawed and may result in legal consequences for business actors facilitating such transactions. (Rohendi, 2025)

The absence of a clear legal relationship between marketplace sellers and authorized service providers places consumers in a highly vulnerable position. When accounts are blocked due to violations of Terms and Conditions, consumer losses become inevitable. This condition highlights structural weaknesses in intermediary-based liability models applied to digital marketplaces, exposing deficiencies in the existing digital consumer protection framework (Hacker, 2019). The cumulative nature of consumer losses not only affects individual interests but also damages public trust in the national digital market. Consumers bear unbalanced risks due to limited access to information and the absence of bargaining power to mitigate potential losses.

Digital products purchased through marketplaces remain entirely under the control of authorized providers and may be terminated unilaterally, reinforcing the need for preventive and comprehensive marketplace responsibility (Loos, 2022). This condition reflects the structural imbalance inherent in platform-based digital content services, where authorized providers retain full technical and contractual control over user accounts, enabling unilateral termination without consumer consent or effective remedial guarantees. (Suzor, 2019)

From an economic perspective, consumer losses are further exacerbated by the active role of marketplace platforms as gatekeepers. Although marketplaces frequently position themselves as passive intermediaries, their operational functions demonstrate significant control over product visibility, transaction mechanisms, payment systems, and rating structures that shape consumer decision-making. Marketplaces derive financial benefits through transaction commissions, including from unlawful digital service sales, creating incentives to prioritize transaction volume over effective supervision. This functional failure supports the application of progressive liability standards, as marketplace operators are best positioned to prevent consumer losses and possess the financial capacity to internalize associated risks. Consequently, the doctrine of absolute responsibility emerges as a logical response to the creation of systemic risk within digital marketplaces.

From the perspective of positive law (de lege lata), Indonesian consumer protection regulations have not explicitly positioned marketplace platforms as parties bearing absolute responsibility for losses arising from digital service transactions conducted by third-party sellers. Existing regulations continue to categorize marketplaces primarily as intermediaries, even though digital service transactions occur entirely within systems designed, controlled, and monetized by the platform.

In transactions involving non-physical and revocable digital services, this intermediary-based liability model proves inadequate. Consumers rely not only on sellers but also on marketplace infrastructure, including payment systems, access control, and promotional tools. When access to digital services is unilaterally terminated, consumers encounter significant obstacles in seeking legal remedies due to the absence of contractual authority over the service provider.

Accordingly, from a de lege ferenda perspective, this study argues that the principle of absolute responsibility should be applied to marketplace platforms in digital service transactions. Marketplace operators should bear direct responsibility for consumer losses resulting from unlawful or defective digital services offered through their platforms, regardless of their own fault. Such an approach is normatively justified to strengthen consumer protection, enhance legal certainty, and align marketplace accountability with the realities of Indonesia's digital economy. (Pratama & Viana, 2025)

3.2 Fulfillment of Consumers' Rights to Accurate, Transparent, and Accountable Information in the Circulation of iQIYI Digital Service Access

Consumers possess a fundamental right to obtain accurate, clear, and honest information regarding digital products before purchase (Indonesia & Nomor, n.d.). In the circulation of iQIYI digital service access through third-party sellers, information related to account legality and the risk of blocking is frequently omitted. This lack of transparency renders transactions legally defective from their inception and exposes consumers to financial losses.

Transparent information is essential for enabling consumers to make rational purchasing decisions (Riefa, 2020). Marketplace platforms bear responsibility for ensuring that sufficient information regarding account status, distribution legality, and potential risks is available before transactions are completed (Helberger et al., 2018). In the absence of effective supervision, consumers remain vulnerable to deceptive practices and the unauthorized distribution of digital services. The failure to provide adequate information forms a normative basis for liability claims against parties that neglect this obligation.

Transparency also encompasses the obligation to communicate applicable terms and conditions clearly. Unclear or inaccessible contractual terms diminish consumers' ability to assess the risks associated with a transaction. Marketplaces that fail to ensure the availability and clarity of such information may be considered negligent in fulfilling their consumer protection responsibilities. Consumer digital literacy further influences risk exposure, reinforcing the importance of regulatory oversight and proactive platform supervision.

Providing comprehensive and accurate information directly contributes to consumer trust in the digital ecosystem. Transparency enables consumers to compare digital services, understand the legal status of products, and assess potential risks before completing transactions. In the context of non-physical digital services, such as iQIYI account access, information transparency functions as a critical preventive mechanism against illegal trading practices, particularly where consumers lack technical knowledge and bargaining power.

Adequate disclosure regarding account legality, usage limitations, and the risk of unilateral termination allows consumers to make informed and rational decisions. Conversely, the absence of such information creates informational asymmetry that disproportionately disadvantages consumers and facilitates the circulation of unlawful digital services through marketplace platforms. Over time, this structural opacity contributes to recurring consumer losses and undermines confidence in digital transactions.

From a systemic perspective, transparency obligations also reinforce marketplace credibility and accountability. Platforms that actively ensure the accuracy and completeness of information not only reduce legal exposure but also strengthen consumer trust and long-term market sustainability. In contrast, marketplaces that neglect their informational responsibilities face heightened risks of legal claims, regulatory sanctions, and reputational harm. Therefore, information transparency should be understood not merely as a consumer right but as a foundational element of effective governance in digital marketplaces.

3.3 Legal Risks and Consequences of Account Blocking in iQIYI Digital Account Transactions

Account blocking by authorized service providers represents an inherent risk associated with non-physical digital products distributed through unauthorized channels (Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik). Such blocking results in sudden financial losses and the immediate loss of access to paid content. Marketplaces that fail to disclose these risks may be considered negligent in protecting consumer interests. (Wibowo T & Fadilah R, 2021)

The sale of unauthorized iQIYI accounts demonstrates the frequent absence of effective due diligence mechanisms (Sihombing, D & Resen, F, 2024). Consumer losses resulting from account blocking are systematic and extend beyond individual harm, negatively affecting public confidence in digital marketplaces (Dzuhriyan et al., 2024). Recent empirical studies suggest that the unilateral termination of digital access poses a recurring risk to consumers in platform-based service models (Putri, A. R & Wahyuni, S, 2021). Such practices undermine consumer trust and exacerbate power imbalances between platforms and users (Rahman, F & Nugroho, B, 2022). Marketplace responsibilities, therefore, encompass both preventive risk management and post-loss remediation. (Afzil Ramadian et al., 2025)

Account blocking also raises ethical and legal concerns related to fairness and consumer justice (Nugraha, Y & Salim, M, 2024). Consumers must be informed of potential termination risks before making a purchase. Failure to provide such information creates legal imbalances and exposes marketplaces to liability claims. Effective consumer education and accessible complaint mechanisms are essential components of loss recovery and deterrence within the digital ecosystem. (Howells et al., 2022)

In addition to legal consequences, the practice of account blocking highlights broader ethical responsibilities of marketplace platforms in safeguarding consumer interests. Digital marketplaces function not merely as transactional intermediaries but as environments that shape consumer expectations and perceptions of legitimacy. When platforms enable the circulation of digital services with a high probability of unilateral termination, they implicitly normalize asymmetric risk allocation, which disadvantages consumers. Such conditions erode trust in digital markets and undermine the principle of fairness that should govern electronic commerce.

From a regulatory perspective, ethical accountability requires marketplaces to adopt proactive measures beyond reactive complaint handling. These measures include clear risk labeling, pre-transaction warnings, and internal monitoring systems designed to detect unauthorized digital services. By integrating ethical considerations into platform governance, marketplaces can reduce systemic consumer harm and strengthen the credibility of the digital ecosystem as a whole. Failure to internalize these responsibilities may justify stricter regulatory intervention and reinforce the application of liability principles aimed at correcting structural imbalances in digital service transactions.

3.4 The Role of the Marketplace as a Gatekeeper in the Distribution of iQIYI Digital Accounts

Marketplace platforms serve as gatekeepers by filtering sellers and determining the visibility of digital products (Kuczerawy, 2020). Through control over payment systems, rating mechanisms, and promotional tools, marketplaces exert significant influence over consumer choices (Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik, 2019). This active role generates legal responsibility for the circulation of unauthorized digital services. Platform governance literature highlights that marketplaces exercise algorithmic control over seller visibility and transaction flows, positioning them as active regulators rather than neutral intermediaries. (Dunne, 2021)

The increasing reliance on algorithmic governance in digital marketplaces reinforces the gatekeeping power of platforms, as automated ranking, visibility control, and access moderation directly shape consumers' exposure to digital services, intensifying platforms' responsibility for the resulting risks. (Poell et al., 2021)

Failure to exercise such control responsibly may justify the extension of platform liability frameworks (Sartor & Andrea, 2020). Marketplaces benefit economically from transaction commissions, including those involving unlawful digital products (Sari, N. P. (2023). Transparansi Informasi Digital... - Google Scholar, n.d.). This financial incentive highlights the importance of rigorous internal supervision and thorough seller verification. Failure to perform the gatekeeping function exposes platforms to demands for absolute accountability. (Busch, 2020)

Effective gatekeeping requires verification of seller authorization and proactive consumer education regarding transaction risks (Farida Frihatini et al., 2025). Platforms must implement monitoring, reporting, and complaint mechanisms to identify and remove unlawful sellers. The failure to fulfill these obligations increases legal and reputational risks for marketplaces and undermines consumer trust.

Beyond formal verification and complaint mechanisms, the gatekeeping function of marketplace platforms also entails continuous oversight over the digital products circulated within their systems. This includes the obligation to evaluate seller behavior patterns, pricing anomalies, and repeated consumer complaints that may indicate unlawful digital service distribution. Where marketplaces possess the technical and algorithmic capabilities to monitor transactions, failure to utilize these capacities may constitute structural negligence rather than an isolated oversight.

Moreover, the gatekeeper role places marketplaces in a strategic position to prevent consumer harm before it materializes. Preventive measures, such as restricting visibility of high-risk digital products, suspending sellers with recurrent violations, and issuing explicit warnings to consumers, reflect a proactive approach to platform governance. These measures are consistent with the principle that entities exercising control over market access should also bear responsibility for the risks that such control generates.

In this context, gatekeeping responsibility should not be understood merely as a contractual obligation toward sellers, but as a broader duty to maintain fairness, legality, and trust within the digital marketplace environment. When marketplaces neglect this role, they contribute to the normalization of unlawful digital practices and expose consumers to avoidable losses. Consequently, strengthening the gatekeeping function becomes essential to ensuring effective consumer protection and reinforcing accountability in digital service transactions.

In recent legal scholarship, marketplace platforms are increasingly conceptualized as regulatory actors whose control over access, visibility, and transaction architecture justifies a recalibration of intermediary liability. Rather than functioning as neutral conduits, platforms exercise decisive influence over market participation and consumer exposure, thereby assuming a normative duty to prevent foreseeable consumer harm. This evolving understanding supports the attribution of enhanced legal responsibility to digital marketplaces in cases involving unlawful or defective digital services. (Jeon et al., 2025)

Beyond legal and contractual considerations, marketplace dominance over data flows, algorithmic visibility, and transactional architecture reflects a form of structural power that directly shapes consumer vulnerability and market outcomes. When such power is exercised without corresponding accountability, digital platforms risk transforming marketplace governance into an asymmetric control mechanism that undermines democratic market principles. (Zuboff, 2022)

3.5 Consumer Protection of Non-Physical Digital Products in the Sales of Digital Accounts

Non-physical digital products pose distinct consumer protection challenges due to their revocable nature and reliance on third-party authorization. Consumers often lack information about the legality of products and risk structures, leading to systematic losses and unbalanced risk allocation (Sihite, R., Simanjuntak, P., & Lumbanraja, T. (2025).... - Google Scholar, n.d.). This imbalance is intensified in digital service markets where access rights are contractually fragile and technically revocable (Sari, N. P. (2023). Transparansi Informasi Digital... - Google Scholar, n.d.). Preventive regulation is therefore essential to rebalance structural inequalities between platforms and consumers (OECD, 2021). (Bagnoli, 2021)

Consumer protection in digital transactions extends beyond information disclosure to include due diligence, compensation mechanisms, and internal platform governance (Raharjo et al., 2024). Marketplaces must ensure seller authorization, clearly explain risks, and facilitate the restoration of consumer rights in the event of losses. Effective consumer protection also involves educational initiatives, transparent mediation systems, and continuous platform monitoring. These measures reduce information asymmetry, suppress illicit practices, and enhance legal certainty for both consumers and business actors.

In practice, the effectiveness of consumer protection in digital service transactions depends on how consistently these preventive and remedial measures are institutionalized within marketplace operations. Consumer protection cannot rely solely on post-transaction remedies or individual complaints, as the risks associated with revocable digital products often materialize suddenly and irreversibly. Where platforms fail to integrate preventive supervision and risk disclosure into their operational design, consumer losses become predictable outcomes rather than exceptional incidents. This condition demonstrates that isolated compliance measures are insufficient to address the structural vulnerabilities inherent in non-physical digital service transactions.

In the context of revocable non-physical digital products, consumer protection must be understood not merely as an individual right but as a systemic safeguard embedded within marketplace governance. Where consumers lack the technical capacity and legal authority to verify the legality of products or ensure continuity of access, legal protection mechanisms must be in place to rebalance this structural inequality. Accordingly, effective consumer protection requires the integration of preventive supervision, transparent platform policies, and enforceable recovery mechanisms that collectively mitigate the inherent risks of digital service transactions.

3.6 Sanctions Mechanism and Recovery of Consumer Losses in the Sale of iQIYI Digital Accounts

Marketplaces that fail to conduct due diligence may be subject to administrative, civil, or criminal sanctions under consumer protection regulations (Adelia et al., 2025). Sanctions serve both remedial and deterrent functions by ensuring loss recovery and discouraging the unlawful distribution of digital services (Micklitz, 2018). Recent studies emphasize that sanctions targeting platforms are effective only when combined with enforceable recovery mechanisms (Mustika et al., 2023).

Loss recovery mechanisms for non-physical digital products involve unique complexities, particularly where access is unilaterally revoked. Marketplaces are therefore obligated to provide accessible complaint systems, mediation channels, and dispute resolution frameworks to ensure consumer rights are preserved.

Preventive measures, including consumer education and internal risk monitoring, reinforce compliance with prudential principles. Sanctions, compensation, and proportional enforcement collectively strengthen marketplace accountability and contribute to the development of a secure and sustainable digital commerce ecosystem.

Preventive measures, including continuous consumer education, proactive risk disclosure, and internal monitoring mechanisms, play a central role in reinforcing marketplace compliance with prudential principles in digital service transactions. These measures enable platforms to identify potential legal risks at an early stage, reduce information asymmetry, and prevent the circulation of unlawful or defective digital products.

In parallel, the application of sanctions, compensation schemes, and proportionate enforcement mechanisms functions not only as a corrective response to consumer losses but also as a structural deterrent against systemic negligence by marketplace operators. When implemented consistently, these instruments collectively strengthen marketplace accountability, encourage responsible platform governance, and contribute to the development of a secure, fair, and sustainable digital commerce ecosystem that balances consumer protection with business continuity.

Sanctions and recovery mechanisms in digital service transactions function not only as instruments of compensation but also as tools of systemic deterrence (Ariawan, 2025). Without meaningful enforcement, marketplace platforms lack sufficient incentives to internalize the risks associated with the unlawful circulation of digital services. Proportionate sanctions combined with mandatory recovery obligations operate to realign platform behavior with consumer protection objectives, prevent the normalization of structural consumer harm, and reinforce accountability within the digital commerce ecosystem.

4. CONCLUSION

This study concludes that the circulation of unauthorized iQIYI digital service accounts through marketplace platforms creates inherent legal defects because consumer access remains fully revocable by the authorized service provider. Such transactions expose consumers to unilateral account blocking and systematic financial losses, while effective remedial mechanisms are largely unavailable. These conditions demonstrate that consumer harm in digital service transactions is not incidental but structural, arising from the legal and technical characteristics of non-physical and revocable digital products.

Accordingly, marketplace platforms cannot be positioned merely as passive intermediaries. Their control over transaction systems, product visibility, payment mechanisms, and economic benefits derived from digital service distribution justify the application of the principle of absolute responsibility for consumer losses arising from unlawful or defective digital services offered through their platforms. The findings indicate that intermediary-based liability models are insufficient to address the risk imbalance borne by consumers, particularly when marketplaces possess superior capacity to prevent harm and internalize transaction risks.

To operationalize this accountability, marketplaces must ensure accurate and transparent disclosure of legal status and potential risks associated with digital service access, verify seller authorization prior to allowing product listings, provide accessible complaint and dispute resolution mechanisms, and implement measurable loss-recovery frameworks for affected consumers. These obligations reflect the preventive and comprehensive nature of marketplace responsibility in the digital commerce ecosystem.

From a regulatory perspective, this study emphasizes the need to align the implementation of Government Regulation on Trade Through Electronic Systems with consumer protection principles, including enforceable platform accountability and effective supervision of digital service distribution.

Strengthening regulatory coherence will enhance legal certainty and promote fairer digital market practices in Indonesia.

Ultimately, future research may investigate the role of algorithmic governance and automated content moderation in shaping marketplace responsibility, as well as comparative approaches to platform liability in digital service transactions across various legal systems. Such studies would further contribute to the development of a robust and adaptive consumer protection framework in the evolving digital economy.

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