

CONSUMER PROTECTION IN DIGITAL MARKETS:

A Comparative Legal Analysis of E-Commerce Regulation in the United Arab Emirates and Indonesia

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Abstract

This study examines how the United Arab Emirates (UAE) and Indonesia regulate consumer protection within the expanding e-commerce environment, addressing the central question of how each jurisdiction safeguards consumer rights in a digital marketplace characterized by increasing online transactions and rising risks of fraud. Positioned within a comparative legal framework, the research evaluates the extent to which both countries' regulations respond to modern digital-economy challenges. Using a normative and comparative approach, the paper analyses key statutory instruments, including the UAE's Federal Law No. 15 of 2020 and Decree-Law No. 14 of 2023, alongside Indonesia's Consumer Protection Law No. 8 of 1999, the ITE Law (2008), and Trade Law No. 7 of 2014. The analysis focuses on product information transparency, complaint mechanisms, personal data protection, and the regulation of cross-border electronic transactions. The findings show that the UAE provides stronger institutional safeguards, clearer digital-era obligations for suppliers, and a more effective enforcement structure. Indonesia, meanwhile, faces fragmented regulations and

weaker supervisory mechanisms. The study concludes that Indonesia may strengthen its framework by adopting elements of the UAE model while adapting them to national principles such as Pancasila, thereby enhancing consumer trust and supporting sustainable digital economic growth.

Studi ini mengkaji bagaimana Uni Emirat Arab (UEA) dan Indonesia mengatur perlindungan konsumen dalam lingkungan e-commerce yang terus berkembang, dengan fokus pada pertanyaan utama mengenai bagaimana masing-masing yurisdiksi melindungi hak konsumen di pasar digital yang ditandai oleh peningkatan transaksi online dan risiko penipuan yang semakin tinggi. Dalam kerangka hukum komparatif, penelitian ini mengevaluasi sejauh mana regulasi kedua negara merespons tantangan ekonomi digital modern. Menggunakan pendekatan normatif dan komparatif, makalah ini menganalisis instrumen hukum utama, termasuk Undang-Undang Federal UEA No. 15 Tahun 2020 dan Peraturan Pemerintah No. 14 Tahun 2023, serta Undang-Undang Perlindungan Konsumen Indonesia No. 8 Tahun 1999, Undang-Undang ITE (2008), dan Undang-Undang Perdagangan No. 7 Tahun 2014. Analisis ini berfokus pada transparansi informasi produk, mekanisme pengaduan, perlindungan data pribadi, dan regulasi transaksi elektronik lintas batas. Temuan menunjukkan bahwa UEA menyediakan jaminan institusional yang lebih kuat, kewajiban yang lebih jelas bagi penyedia layanan di era digital, dan struktur penegakan hukum yang lebih efektif. Indonesia, di sisi lain, menghadapi regulasi yang terfragmentasi dan mekanisme pengawasan yang lebih lemah. Studi ini menyimpulkan bahwa Indonesia dapat memperkuat kerangka kerjanya dengan mengadopsi unsur-unsur model UAE sambil menyesuaikannya dengan prinsip-prinsip nasional seperti Pancasila, sehingga meningkatkan kepercayaan konsumen dan mendukung pertumbuhan ekonomi digital yang berkelanjutan.

Keywords: *E-commerce, Consumer Rights, Consumer Protection, Cybersecurity and Fraud, Data Privacy, Digital Trade Law.*

Introduction

E-commerce (electronic commerce) is a well-established concept in the context of the Internet, referring to commercial transactions and

marketing activities conducted through electronic networks.¹ This understanding is consistent with the definition provided by *Black's Law Dictionary*, which describes e-commerce as online transactions carried out via the Internet, particularly those involving the buying and selling of goods and services. As digital technologies continue to evolve, e-commerce platforms are no longer confined to traditional online marketplaces. Increasingly, commercial activities are conducted through social networking sites and over-the-top (OTT) platforms, giving rise to what is commonly described as social e-commerce.² Platforms such as Twitter, YouTube, Instagram, and Facebook, as well as OTT services including Line and WhatsApp, create digital environments that facilitate social interaction supported by Internet-based technologies. In this digital age, e-commerce platforms therefore function not only as channels for commercial transactions and marketing, but also as tools for socialisation and broader societal influence.³ Social e-commerce platforms, in particular, operate as digital tools that enable rapid electronic communication and content sharing, including personal information, documents, images, and videos, among users within online communities and virtual networks.

E-commerce platforms are now accessible to a wide range of economic actors, including large corporations, small and medium-sized enterprises, sole proprietors, and non-profit organisations. In Indonesia, platforms such as TikTok have emerged as dominant e-commerce and marketing channels, recently surpassing traditional platforms such as YouTube in popularity. Through features that allow videos to be uploaded, downloaded, shared, commented on, and promoted through trending mechanisms, such platforms provide businesses with powerful tools for digital marketing and consumer engagement.

¹ Aditya Ahmad Fauzi et al., *Use of Information Technology in Various Sectors During Society 5.0* (PT. Sonpedia Publishing Indonesia, 2023).

² Erwin, Erwin, RR Roosita Cindrakasih, Afrina Sari, Hita Hita, Yoseb Boari, Loso Judijanto, dan Andi Caezar To Tadampali, *Pemasaran Digital: Teori dan Implementasi* (PT. Green Pustaka Indonesia, 2024).

³ Ade Onny Siagian, Rini Martiwi, and Natal Indra, "Kemajuan Pemasaran Produk Dalam Memanfaatkan Media Sosial di Era Digital," *Jurnal Pemasaran Kompetitif* 3, no. 3 (2020): 44, <https://doi.org/10.32493/jpkpk.v3i3.4497>.

For newly established businesses, WhatsApp, as a messaging and chat-based platform, has become a vital tool for initiating and maintaining commercial interactions with consumers. Facebook, one of the most widely used social media platforms, likewise offers interactive business functionalities through messaging services that facilitate direct communication between sellers and customers. Instagram, which supports visual content enhanced by filters and effects, has emerged as an effective platform for disseminating product information and promoting online shopping. Twitter, characterised by its short-message format, enables rapid communication and efficient advertising of goods and services.⁴

In addition, TikTok has experienced remarkable growth, becoming a major driver of digital commerce and marketing. By 2019, daily usage rates reached significant levels, and by 2020 TikTok ranked among the most widely used social media platforms in Indonesia.⁵ The platform allows users to upload and share short-form videos, similar to features offered by Instagram Stories and Snapchat, which are increasingly utilised for product promotion. With its expansion to more than 155 countries and support for over 75 languages, TikTok offers businesses substantial opportunities to engage global audiences.⁶ In particular, influencer-generated sponsored content enables businesses to capitalise on users' strong preference for video-based consumption, thereby enhancing product visibility and consumer engagement.

Beyond their commercial function, e-commerce platforms increasingly serve as a source of entertainment and a means of filling leisure time. During the COVID-19 pandemic, when opportunities for direct social interaction

⁴ IBRAHIM, *Analysis of the Legal Position of Asking for Gifts on the TikTok Application from the Legal Perspective of Jurisprudence (Study of Content: Mud Bathing "New Style of Begging")* (Bachelor thesis, Faculty of Sharia and Law, UIN Syarif Hidayatullah Jakarta, 2023), <https://repository.uinjkt.ac.id/dspace/handle/123456789/74258>.

⁵ Nina Bilqis Maharani, *The Influence of Price, Content Marketing, and Online Consumer Reviews on Purchasing Decisions of Tiktok Shop Users (Case Study of Students at the Faculty of Economics and Business, Islamic University of Malang)* (Bachelor thesis, Islamic University of Malang, 2023), <http://repository.unisma.ac.id/handle/123456789/7091>.

⁶ Anna Nurhasanah, Sarah Claudia Pressasna Day, and Sabri Sabri, *Tiktok Social Media as a Live Digital Sales Media Among Ahmad Dahlan University Students*, *JSSH (Journal of Social Sciences and Humanities)* 7, no. 2 (26 September 2023): 69, <https://doi.org/10.30595/jssh.v7i2.16304>.

were significantly reduced, many individuals turned to online shopping and digital platforms to satisfy their need for engagement, exploration, and entertainment. In March 2020, the use of Facebook Messenger rose sharply, while e-commerce-related applications such as WhatsApp and Instagram experienced usage increases of up to 40%. Marketing studies, including those conducted by Klear, indicate a consistent daily rise in Instagram users, with Instagram Stories reaching viewership rates of approximately 15%, and peaking at 21%.⁷

While the significant growth of online shopping described above has contributed positively to both national and global economic development, it has also given rise to a number of challenges and negative consequences. These developments underscore the need for clear and comprehensive legal regulation of e-commerce, particularly in relation to the protection of consumer rights. In response, this study presents a table-based overview of the key legal issues and challenges associated with e-commerce, accompanied by concise explanations of the relevant legal provisions. These issues are subsequently examined in greater depth in the following sections of the paper.

Table 1. Regulatory Challenges and Consumer Rights in E-Commerce

Legal Aspect	Problem	Explanation	REGULATION UAE	INDONESIA
Legal Regulation	When it comes to online purchases, consumer protection	Boundaries based on relevant processes are necessary for the modern	The Federal Law No. 15 of 2020 on Consumer Protection	Legislation No. 8 of 1999 Relating to Consumer Protection

⁷ Rifki Yorista Firmansyah, *Penggunaan Instagram@ Smgsecondstore Sebagai Media Promosi Thrift Shop Di Kota Semarang* (Bachelor thesis, Universitas Semarang, 2023), <https://eskripsi.usm.ac.id/files/skripsi/G31A/2019/G.331.19.0041/G.331.19.0041-15-File-Komplit-20240122075058.pdf>; Tasya Safiranita Ramli, Ahmad M. Ramli, Rika Ratna Permata, Ega Ramadayanti, dan Rizki Fauzi, “Aspek hukum platform e-commerce dalam era transformasi digital,” *Jurnal Studi Komunikasi dan Media* 24, no. 2 (2020), <https://doi.org/10.31445/jskm.2020.3295>.

Legal Aspect	Problem	Explanation	REGULATION	
			UAE	INDONESIA
	laws are vague at best.	digital system to function, particularly in the e-commerce sector, where customer interests are highly affected by the prevalence of overlapping interests during implementation.	amended by Federal Decree Law No. 5 of 2023.	
Product Information	Online retailers have a responsibility to provide customers with accurate and clear product descriptions.	The product details, images and videos, and reviews, pricing and availability, and the return policy are presented first. ⁸	Cabinet Decision No. 66 of 2023 concerning the Executive Regulations of Federal Law No. 15 of 2020 on Consumer Protection ("Executive Regulations").	Law No. 8 of 1999 concerning Consumer Protection
Right to Refunds or Money Back			Article 4	20 The

⁸ Fiziati Ema, *Analysis of Mudharabah Financing and Business Type on Customer Income (Case Study at BSI Bima Kartini Branch Office)* (Bachelor thesis, Universitas Muhammadiyah Mataram, 2022), <https://repository.ummat.ac.id/6139/>.

Legal Aspect	Problem	Explanation	REGULATION UAE	INDONESIA
Return or replacement when defect affect safety/usability	Guarantee, Returns: If a customer is unhappy with their purchase, they may return it for a full refund. This safeguards the rights of consumers. ⁹	of Cabinet resolution (executive decree) No. 66/2023 safeguards your consumer rights. Here, the purview of the Department of Consumer Protection is defined.	Consumer Protection Law No. 8 of 1999 specifies the method of compensation in Article 19, paragraph (2).	Protection
Handling Consumer Complaints	Efficient complaint management is a prerequisite for e-commerce. Customers have the right to file a complaint if they have a problem with a	Product Details and Refund Procedures. Contact the complaint service today! Addressing Dissatisfaction. ¹⁰	The Executive resolution no. 66/2023 implementing consumer protection law no. 15/2020) In its article 41 regulates the mechanism for receiving	Articles 19, 20, and 21 of Law Number 8 of 1999 concerning consumer protection.

⁹ Muh Rizwan Azzahidi and Nurmu'izzatin Zaharatul Parhi, *Analysis of Compliance with Sharia Peer to Peer Lending Standard Agreements on DSN MUI Fatwa Number 117 DSN-MUI/II/2018 (Case Study at PT. Qazwa Mitra Hasanah)*, MANAZHIM, January 24, 2023, <https://ejournal.stitpn.ac.id/index.php/manazhim/article/view/2723>.

¹⁰ Kh. Nawawi, *Economic Jurisprudence Theory* (Jakarta: Nusantara Literacy, 2021).

Legal Aspect	Problem	Explanation	REGULATION	
			UAE	INDONESIA
	service or product.	and addressing consumers complaints		A
Protection of Consumer Personal Data and IT	Protecting the privacy of customers' personal information during online purchases, is a top priority for online businesses. Name, address, phone number, and payment details are all part of this.	Concerning the security of personal information during online purchases, there is a dearth of concrete legal guidance. In the form of e-commerce obligations. Storage of data. Having openness. Controlling Oneself. ¹¹	E-Commerce Law, also known as Federal Decree Law No. 14 of 2023, is a piece of law that regulates the rights of consumers in online purchases. The Dubai International Financial Centre (DIFC) processes personal data by Data Protection Law No. 5 of 2020.	In Indonesia, the law governing electronic information and transactions is formally known as Law Number 11 of 2008.

Source: The Table is Compiled by the Author Based on Relevant UAE Consumer and data Protection Legislation, as Well as Indonesia's Consumer Protection Law and Electronic Information and Transactions Law

¹¹ Ana Toni Roby Candra Yudha, *Sharia Fintech in the Halal Industrial System: Theory and Practice* (Banda Aceh: Syiah Kuala University Press, 2021).

The author identifies many serious issues with the UAE's and Indonesia's consumer protection rules in this table. Subordinate rules clarify consumer protection, and legal restrictions, particularly in the UAE, are subject to ongoing modification. As an example of the most up-to-date legislation, consider Federal Decree Law No. 5 of 2023, which amends Federal Law No. 15 of 2020 on Consumer Protection. In contrast, Indonesia is still operating under the outdated framework of No. 8 of 1999. Similarly, when it comes to product information for UAE consumers, they have their own set of rules, which are outlined in Cabinet Decision No. 15 of 2020 on Consumer Protection and Executive Regulations No. 66 of 2023 on implementing Consumer Protection law no.15 of 2020. In contrast, Indonesia continues to use the same law for consumer protection. Article 20 of the cabinet resolution (executive resolution) No. 66 of 2023 protects your consumer rights, and the same holds for the right to return or exchange goods in the UAE. It defines the purview of the Department for Consumer Protection. Also, enforcing UAE Federal Law No. 24 of 2006 regulations on consumer complaints is a challenge. This statute lays forth consumer rights and responsibilities. Product safety, information disclosure, and fair trade practices are just a few of the many areas addressed by these laws. In 2023, the UAE implemented new regulations pertaining to information technology (IT), such as Federal Decree Law No. 14 of 2023 on Trading through Modern Technology (E-Commerce Law), which governs consumer rights in e-commerce. On the other hand, Indonesia continues to adhere to IT regulation Number 11 of 2008, which addresses information and electronic transactions.

Therefore, it is essential to implement regulatory measures that may effectively prevent those involved in fraudulent activities related to online buying and selling. The purpose of this research is to ascertain the legal protection available to customers in online transactions and determine the legal recourse available to customers in the event of losses occurring during such transactions. The research methodology employs a normative legal approach, supplemented by a review of secondary legal documents from the literature. These secondary legal documents include academic papers,

journals, articles, and literature related to legal protection in online buying and selling transactions. The research results demonstrate that legal measures protect customers in online buying and selling transactions, particularly by enforcing their rights as outlined in Consumer Protection Law No. 8 of 1999. The active involvement of various stakeholders, including the government, state authorities, and related institutions responsible for consumer protection, facilitates the implementation of consumer protection. The field of social self-help incorporates consumer protection.¹² This article is based on the author's research on the evolution of e-commerce, particularly in the areas of regulation and consumer rights in e-commerce: a comparative analysis between Indonesia and the United Arab Emirates.¹³

Makarim (2016)¹⁴ analyses the legal and policy foundations of electronic commerce in Indonesia, emphasising the crucial role of regulatory coherence and institutional reform in facilitating digital trade. Using a normative legal approach, the study highlights persistent weaknesses in consumer protection under Indonesia's existing legal framework, particularly the outdated nature of the Consumer Protection Law No. 8 of 1999. Makarim argues that the lack of harmonisation with international e-commerce standards undermines legal certainty, weakens consumer confidence, and hampers Indonesia's ability to compete in the global digital economy. However, the study does not engage in a comparative analysis with more advanced regulatory models, nor does it propose concrete benchmarks for aligning Indonesian law with best international practices.

¹² Muhammad Johansyah Maulana, "Consumer Protection in E-Commerce Regarding Losses," *Journal of Law, Administration, and Social Science* 4, no. 2 (April 5, 2024): 265–75, <https://doi.org/10.54957/jolas.v4i2.569>.

¹³ Rina Puji Rahayu and Aji Damanuri, "Risk Management of Shopee E-Commerce Cash On Delivery Payment Methods," *Journal of Economics, Law, and Humanities* 2, no. 1 (2 May 2023): 35–44, <https://doi.org/10.21154/jelhum.v2i1.1519>.

¹⁴ Edmon Makarim, "Policy Framework and Legal Reform for the Smoothness of Electronic Commerce (E-Commerce) in Indonesia," *Journal of Law & Development* 44, no. 3 (26 February 2016): 314–37, <https://doi.org/10.21143/jhp.vol44.no3.25>.

Kameel, Kandeel, and Alkrisheh (2022)¹⁵ examine consumer protection against misleading online advertisements under UAE law, with a particular focus on transparency obligations and information accuracy in digital marketing. Through an analytical study of UAE consumer protection and media regulations, the authors conclude that the UAE has adopted a relatively progressive regulatory framework that imposes strict duties on suppliers and advertisers to prevent deceptive practices. The study underscores the UAE's emphasis on disclosure, clarity of information, and regulatory enforcement in the online environment. Nevertheless, the analysis remains confined to advertising practices and does not extend to broader e-commerce issues such as platform liability, cross-border transactions, or comparative consumer protection standards.

Paryadi (2018)¹⁶ investigates the supervision of e-commerce activities in Indonesia within the framework of the Trade Law No. 7 of 2014 and the Consumer Protection Law No. 8 of 1999. The study identifies significant deficiencies in regulatory oversight, including fragmented supervisory authority and limited enforcement capacity, which hinder effective consumer protection in digital transactions. Paryadi concludes that Indonesia's supervisory mechanisms have not kept pace with technological developments and the rapid growth of online commerce. However, the study does not explore comparative regulatory solutions or examine how other jurisdictions have addressed similar enforcement challenges in the e-commerce sector.

The three studies under Indonesian law, has examined various aspects of consumer protection and regulatory challenges in the digital marketplace, focus on single jurisdictions or address isolated regulatory issues, without offering a systematic comparative analysis of consumer protection

¹⁵ Tariq Abdel Rahman Kameel, Moustafa Elmetwaly Kandeel, and Mohammad Amin Alkrisheh, "Consumer Protection from Misleading Online Advertisements: An Analytical Study in UAE Law," *Proceedings of the 2022 International Arab Conference on Information Technology (ACIT)*, Abu Dhabi, 22–24 November 2022 (IEEE, 2022): 1–8, <https://doi.org/10.1109/ACIT57182.2022.9994108>.

¹⁶ Deky Paryadi, "Pengawasan E Commerce dalam Undang-Undang Perdagangan dan Undang-Undang Perlindungan Konsumen," *Jurnal Hukum & Pembangunan* 48, no. 3 (2018): 651–69, <https://doi.org/10.21143/jhp.vol48.no3.1750>.

frameworks in e-commerce between Indonesia and a more mature regulatory system such as the UAE.

The present research fills this gap by providing a comparative legal analysis of UAE and Indonesian e-commerce regulations, examining consumer rights, transparency obligations, fraud prevention, data protection, and enforcement mechanisms within a unified analytical framework.

Additionally, other studies conducted under UAE law have addressed specific aspects of digital consumer protection without adopting a comparative e-commerce perspective.

In this context, Nadia Yas et al. (2025)¹⁷ examines the civil legal foundations of liability for harm caused by misleading content on social media under UAE legislation. Adopting an inductive and analytical legal methodology. Their analysis is limited to the UAE legal system and focuses primarily on misinformation, platform liability, and the interaction between criminal sanctions and civil compensation. While the study sheds light on digital harms affecting consumers, it does not examine e-commerce transactions as a regulatory ecosystem, nor does it address comparative consumer protection standards, cross-border transactions, or differences in enforcement mechanisms between jurisdictions.

Another studies of Emad Abdel Rahim Dahiyat (2025),¹⁸ explores the capacity of UAE consumer protection law to promote sustainability and environmentally responsible consumption. Using a doctrinal legal research approach. Although the study highlights regulatory gaps related to sustainability disclosures and consumer information, it remains jurisdiction-specific and does not address digital trade, e-commerce fraud, data protection in online transactions, or comparative legal development.

By contrast, the present study fills a clear and significant gap by offering a comparative legal analysis of e-commerce consumer protection

¹⁷ Nadia Yas, Wided Dafri, Hayssam Hammad, Nagwa Abouhaiba, and Doaa Mahmoud, *Legal basis of the civil liability for harms caused by misleading content on social media under UAE legislation*, *Research Journal in Advanced Humanities*, Vol. 6, No. 4 (November 17, 2025), <https://doi.org/10.58256/aj1hn550>.

¹⁸ Emad Abdel Rahim Dahiyat, *Sustainability and UAE consumer protection law: renewed questions and expected challenges*, *International Journal of Law and Management*, Vol. 67, No. 6 (August 2025), <https://doi.org/10.1108/IJLMA-03-2025-0122>.

frameworks in both the UAE and Indonesia. Unlike prior works, it systematically examines online consumer rights, transparency obligations, complaint mechanisms, data protection, and fraud prevention across two jurisdictions at different stages of regulatory maturity. The paper goes beyond isolated thematic analysis by integrating consumer protection, digital trade regulation, and cross-border e-commerce risks within a single comparative framework.

Moreover, this study advances the literature by identifying structural regulatory weaknesses in Indonesia's fragmented framework and demonstrating how elements of the UAE's more developed model may be adapted, without legal transplantation, to Indonesia's national legal philosophy, particularly Pancasila. In doing so, it contributes original normative insights into regulatory harmonisation, institutional design, and consumer trust in digital markets, areas not comprehensively addressed by the existing scholarship.

Research Methods

The primary objective of this analysis is to identify both commonalities and differences between the two regulatory frameworks. A normative legal approach is employed to examine statutory and regulatory texts governing the application of e-commerce regulations and the protection of consumer rights, including legislation, implementing rules, policies, and other official documents. Through a comparative legal perspective, the study seeks to develop a clearer understanding of how the two jurisdictions regulate e-commerce and safeguard consumer rights, including the protection of personal data and privacy. This approach also enables an assessment of the relative effectiveness of each system in addressing consumer protection challenges in the digital marketplace.¹⁹

The overarching aim of this study is to compare and analyse how the United Arab Emirates and Indonesia regulate consumer rights within the framework of e-commerce, with particular emphasis on the formulation and implementation of relevant regulatory principles in both jurisdictions. The

¹⁹ Sholahuddin Al-Fatih, *Perkembangan metode penelitian hukum di Indonesia* (Malang: Universitas Muhammadiyah Malang Press, 2023), 3.

analysis addresses compliance with international standards, domestic policies that facilitate or hinder effective regulation and consumer protection, and the applicable security and data protection requirements. In addition, the study examines how both countries respond to regulatory challenges arising from emerging technologies, including e-commerce innovations and artificial intelligence (AI), and evaluates their implications for consumer rights protection.²⁰

In this revised study, the regulatory approaches of the United Arab Emirates and Indonesia to the protection of consumer rights in e-commerce are examined with the aim of identifying avenues for improvement.²¹ The analysis assesses the existing legal frameworks in both jurisdictions, identifies regulatory gaps, and proposes legal and policy reforms to address these shortcomings. Particular attention is given to the current state of data protection legislation and the effectiveness of enforcement mechanisms in the context of electronic commerce. In addition, the study advances recommendations informed by international standards to enhance regulatory coherence in both countries. This includes evaluating the extent to which domestic regulations align with global e-commerce norms and exploring strategies to strengthen privacy and security protections while supporting continued technological innovation.

This research aims to provide an in-depth examination of the existing legal framework and to establish a foundation for meaningful legal reform. Its primary objective is to enhance consumer protection, optimise the regulatory use of digitalisation in e-commerce, and mitigate associated risks and negative impacts. The findings are intended to offer valuable insights for policymakers, legal practitioners, and e-commerce regulators in designing and implementing secure, ethical, and effective technological frameworks.

²⁰ Feky Reken, Erdawati Erdawati, Sri Rahayu, Roky Apriansyah, Hendri Herman, Virna Sulfitri, Hermanto Hermanto, dkk., *Pengantar Ilmu Manajemen Pemasaran* (CV. Gita Lentera, 2024).

²¹ Ibid.

Discussion

E-Commerce and Consumer Protection Regulations in the United Arab Emirates and Indonesia

1. Consumer Protection in E-Commerce under United Arab Emirates Law
2. From what we can tell from a number of regulations—including the most recent one, Federal Decree-Law No. 14/2023 on Trading by Modern Technological Means—the UAE legal system makes its stance on consumer rights in e-commerce rather plain.²² According to the UAE Constitution, specifically Federal Decree-Law No. 50/2022 on the Promulgation of the Commercial Transactions Law and Federal Law No. 1/1972 on the Competencies of Ministries and Powers of Ministers and its revisions. Several pre-existing regulations, such as the following, adhere to this regulation:²³

Table 2. Consumer Protection Regulations in the UAE

No	Regulation	Year	Article Concerning Consumer Protection
1.	Federal Law No (15) of 2020 concerning Consumer Protection ²⁴	2020	<p>Section 6: Preservation of Trade-Related Consumer Rights by the Use of Contemporary Technological Approaches</p> <p>Section 6 outlines the rights that consumers have:</p> <ol style="list-style-type: none"> 1. Purchase products and services via digital methods that comply with published standards, supported by transparent terms on delivery, value, and cost.

²² Bashar Malkawi, “Chapter 15: Legal Approaches to the Regulation of Digital Trade by Middle Eastern Countries”, in *Law 2023* (Edward Elgar Publishing, 2023): 233–251, <https://doi.org/10.4337/9781800884953.00024>.

²³ Silvana Cinari, “The Emergence of International Commercial Courts: The Rationale and Key Features,” *South East European Law Journal* 9 (2022): 82.

²⁴ Kameel, Kandeel, and Alkrisheh, "Consumer Protection from Misleading Online Advertisements."

No	Regulation	Year	Article Concerning Consumer Protection
2.	Federal Law No (15) of 2020	2020 5/2023,	<p>2. Receive accurate descriptions of products, services, and applicable terms.</p> <p>3. Access secure and convenient digital channels for purchasing, payment, and settlement.</p> <p>4. Opt out of marketing and advertising communications across electronic platforms (calls, emails, social media, etc.).</p> <p>5. Use transparent review systems to evaluate online retailers, products, services, payment processors, and logistics providers.</p> <p>6. File formal complaints against any party, including online retailers, regarding digital transactions.</p> <p>7. Access uninterrupted complaint mechanisms, including hotlines with trained staff and systems for monitoring and updating complaint status.</p> <p>8. Obtain clear contact information from online retailers, including phone numbers and communication details.</p> <p>9. Access publicly available information on digital merchants, such as websites, addresses, phone numbers, and licenses verified by authorities.</p> <p>10. Benefit from any other rights guaranteed by local laws and regulations.</p>

No	Regulation	Year	Article Concerning Consumer Protection
	concerning Consumer Protection ²⁵		<p>authorities are tasked with implementing consumer protection policies through a range of measures. Their responsibilities include raising consumer awareness about risks associated with certain goods and services, particularly those sold online, disseminating educational materials, monitoring price fluctuations, curbing monopolistic practices and deceptive advertising, and engaging with consumer complaints in coordination with authorized officials as regulated by law.</p> <p>The Cabinet is empowered to issue a schedule of administrative penalties and fines applicable to suppliers at the discretion of the Ministry or competent authority. Where public interest requires or in the event of a dispute, these authorities may also request expert or laboratory examinations of goods or services. Should products be found defective, suppliers bear the costs of testing, pursuant to Federal Law No. 28/2001 and its amendments.</p> <p>Consumers retain the right to claim compensation for personal or material damages arising from goods or services, except in cases where harm results from</p>

²⁵ Sagee Geetha Sethu, "Legal Protection for Data Security: A Comparative Analysis of the Laws and Regulations of the European Union, US, India and UAE," in 2020 *11th*

No	Regulation	Year	Article Concerning Consumer Protection
3.	Cabinet Resolution Number (12) of 2007 concerning Implementing Regulations of Federal Law Number (24) of 2006 concerning Consumer Protection ²⁶	2006	Federal Law No. 24 of 2006, implemented by Cabinet Resolution No. 12 of 2007, affirms key consumer rights, including protection from harmful goods and services, access to accurate information, freedom of choice, and fair pricing. Consumers are entitled to representation in decision-making processes, adequate basic needs such as food, housing, healthcare, and education, as well as fair remedies against substandard products or unfair practices. The law also emphasizes continuous consumer education and the right to a dignified standard of living. Complaints are handled by the Department, which investigates and issues decisions. Consumers may appeal to the Minister

²⁶ Abdulla M. A. AlGhafri, "The Inadequacy of Consumer Protection in the UAE: The Need for Reform" (Thesis, Brunel University, 2013), <http://bura.brunel.ac.uk/handle/2438/7691>.

No	Regulation	Year	Article Concerning Consumer Protection
			within fifteen days, and unresolved disputes can be escalated to the competent court.

Source: The Table is Compiled by the Author Base on the Relavant Statutory Provisions of UAE Federal Law No. 24 of 2006 and its Cabinet Resolution No. 12 of 2007

Federal Law No. 24 of 2006, implemented through Cabinet Resolution No. 12 of 2007, guarantees consumer rights, including protection from harmful goods and services, access to accurate information, freedom of choice with fair pricing, and representation in decision-making processes. It also secures basic needs such as food, housing, healthcare, and education along with the right to compensation in cases of poor products, services, or unfair practices. The law emphasizes continuous consumer education and the right to a dignified standard of living. Complaints are handled by the Department, which investigates and issues decisions, while consumers may appeal to the Minister within fifteen days, and unresolved disputes may be taken to the competent court.

Businesses and suppliers are now legally obligated to protect customers' personal information, avoid utilizing customers' data for promotional or marketing objectives, and respect customers' religious beliefs, practices, and traditions while dealing with them. Online purchasing If an online store is based in the United Arab Emirates (UAE), they are required by Article 25 to give customers and government agencies all the information they need in Arabic, including their full name, legal status, address, licensing authority, and details about the services they provide including specifications, contracts, terms, payment methods, and warranty conditions. Online marketplaces with headquarters outside of the UAE are exempt from this rule. Article 8 states that all consumer information, data, contracts, and bills must be in Arabic. But vendors may choose to speak languages other than Arabic if they so like. The penalties for suppliers will be harsher fines under the new Consumer Protection Act. Vendors risk a fine of up to AED 2 million and a jail term of up to 2 years for misleading

product or service promotion. This penalty also applies to suppliers that do not fix damaged items by offering free repairs or replacements. Should the crime recur, the penalty will double. We expect suppliers to comply with the increased levies, and the harsher sanctions will better protect consumers. After the new legislation takes effect, corporations will have one year to adjust to the rules laid forth in Article 33. The Cabinet has the power to prolong its tenure by resolution. On November 15, 2020, as per the minister's recommendation, the government will issue regulations to put this legislation into effect; this will be within six months after the law's formal publication in the State Gazette. Thus, the target date for the implementation of this rule is May 15, 2021.

There has been a major overhaul of the UAE's consumer protection system. Statute No. As a long-awaited executive rule, Cabinet Decree No. 66/2023 supplements the newly updated Law 15 of 2020, popularly known as the CP Law. The "Executive Regulation of Federal Law No. 15/2020 concerning Consumer Protection," officially approved in July 2023, will take effect on October 14, 2023. The United Arab Emirates is reiterating its commitment to strengthening consumer rights and promoting responsible conduct by suppliers with these new law reforms, which replace prior consumer protection measures that were in place since 2006. An evolving body of legislation protecting individual liberties includes the Personal Data Protection Act, and the CP Act and its accompanying regulations (the "laws") are consistent with this framework. We anticipate unveiling the law's implementing rules in the latter half of 2021. The legislation defines the term "supplier" broadly to encompass any companies involved in product manufacturing or sales, as well as any online marketplaces registered in the United Arab Emirates.

Newly passed laws have far-reaching effects, and this article examines them all. At first glance, the Act establishes minimum standards for key transactional documents, addresses unfair practices and the dissemination of false or misleading information, and establishes extensive regulations for compensation and assurances. On the other hand, the regulations include unique provisions that can provide additional challenges for UAE-based markets and dealers. The regulations include provisions that pertain to the

definition of "consumer". Contrary to expectations in consumer protection legislation, the concept of consumers includes legal entities, which is an intriguing development. The authorities should determine the extent to which the legislation aims to regulate business interactions. Most people expect the law to primarily focus on dealings between businesses and clients. Arabic language requirements Consumers are required by law to get the majority of their information in Arabic. Invoices, product descriptions, advertising, and the conditions of the contract and guarantee are all part of this. Suppliers are free to use languages other than Arabic as they see fit.

Online Business Duties When it comes to regulating e-commerce services based outside of the UAE, the legislation makes it clear that it is not responsible. Authorities must know the law, even if they cannot immediately punish these individuals or organizations. We have observed instances where local authorities have blocked access to targeted sites from IP addresses in the UAE. Crucially, online marketplaces will bear responsibility for any defective goods sold by third parties through their services. Businesses selling their wares online have a responsibility to show that their products are legal and display suitable marks or certifications of conformity conspicuously on their sites. Sales and special offers. It is now mandatory for vendors to inform buyers one week before a sale begins of any impending sales on products or services. Customers have 30 days from the purchase date to obtain a refund for pricing differences if they do not meet these standards. These restrictions may severely hinder some business models.

Before promoting or selling their goods, services, or discounts, suppliers must also acquire pre-approval from regulatory authorities. Warranty on the product. Suppliers are required by law to keep their services available to customers for at least as long as the service itself or for as long as the customer and provider agree in writing, whichever is greater. Unless the consumer conditions specify otherwise, we anticipate a minimum warranty duration that is appropriate for the type of service provided. Until the repaired equipment is returned, the provider is obligated to supply a new product at no cost to the customer if repairs done within the warranty term exceed the seven-day timeframe. Customers also have the option of receiving several forms of payment. Consequently, vendors should consider

including a clear statement about this matter in their warranty policies. Recall of Product. In order to retrieve faulty items, the legislation sets up a system that includes notifying authorities, sending out recall notifications, documenting incidents, and providing customers with a free product replacement or repair. Replacement parts and regular upkeep 2. A number of statutes mandate that service providers keep replacement components and perform routine maintenance on their products. The need to have a sufficient supply of replacement parts to fulfill customer demand is an element of this. Suppliers must record and adhere to manufacturer-specified regulations when interacting with customers for the delivery of maintenance services, warranty repairs, and replacement parts. The system has to spell out the rights of the consumer and the duties of the provider in a clear and thorough manner. We should document these procedures in Arabic (and other languages if desired), ensuring that the language is easily comprehensible for consumers. Points of sale and distribution hubs are prime sites to prominently display such documents. The supplier's website should have the material posted so that customers may quickly view it. It is not allowed to have advertisements that include misleading or incorrect assertions that might lead customers astray. Commercials airing in the United Arab Emirates are subject to a number of regulations meant to ensure they uphold ethical and societal norms.²⁷

The utilization of monopoly power results in unfair contract terms. The regulation makes it clear that any terms in a contract that unfairly try to shield a provider from legal responsibility or duty will be null and void. For instance, vendors must inform customers and provide compensation before independently interpreting, changing, or terminating contracts. Furthermore, providers cannot attempt to avoid their legal obligation to compensate customers. In addition, suppliers are required to offer customers sufficient notice or legitimate reasons outside their control (where improvements are feasible) before making any changes to product features or terms of service. It is absolutely forbidden to engage in monopolistic practices, such as manipulating prices, exercising control over product supply, or unfairly

²⁷ “United Arab Emirates,” in *Wikipedia*, July 14, 2024, https://en.wikipedia.org/w/index.php?title=United_Arab_Emirates&oldid=1234432810.

treating customers. Additionally, bear in mind that the UAE has additional competition regulations that could potentially counteract these practices. The two types of sanctions are administrative sanctions and sanctions themselves. The authorities may impose various administrative penalties and monetary fines on providers found to be in violation of the law. The rules lay out a gradation of punishments, beginning with a letter of notice and progressing to administrative penalties between AED 50,000 and AED 1 million. It also encompasses potential permit revocation, interim administrative closures (ranging from 24 hours to 90 days), and partial or full suspensions of activity (for the same period). On the other hand, the approaches used in the regulation seem to be at odds with the CP Act's string of severe penalties for breaking various sections. The rules describe a gradual procedure for imposing criminal penalties, but it would be helpful if there were more explicit recommendations.

In summary. The new consumer protection laws in the United Arab Emirates provide a thorough framework to hold businesses accountable for product quality, honest advertising, and language standards compliance. Businesses operating in the United Arab Emirates are now required to strictly adhere to this rule. Ensuring compliance with the law in a constantly evolving regulatory landscape and safeguarding customer trust are integral aspects of this obligation. In addition, companies need to assess their current practices and policies in the areas of contracts, information disclosure, after-sales support, and similar ones.²⁸

E-Commerce Development and Consumer Protection Law in Indonesia

Technology today enables quick and effortless completion of any task. The internet allows us to access anything we want. There are many parts of our lives that rely more and more on the internet, such as online shopping, online meal delivery, and ride-hailing services. Next, the rapid development

²⁸ CMS Cameron McKenna Nabarro Olswang LLP – Ben Gibson, Kate Corcoran, and Eve Brady, “The UAE's New Consumer Protection Landscape: Implications and Key Provisions,” *Lexology*, October 4, 2023, <https://www.lexology.com/library/detail.aspx?g=8cdce634-be68-4634-8f51-b373fef5e0aa>.

of the internet led to the establishment of virtual trading platforms. E-commerce, also known as electronic business, encompasses all commercial transactions that involve the exchange of goods or services through intermediary platforms on the internet.²⁹ Stores or marketplaces, buyers and sellers, payment gateways, and delivery services are the bare minimum for an e-commerce system to facilitate online transactions. To start, there is a store or market where people may buy food and other necessities. Having said that, internet retailers and marketplaces are distinct entities. A marketplace is a virtual meeting place for buyers and sellers to do business. There are two main types of users on the marketplace: those looking to buy certain things and those who want to sell their own wares. The primary role of online businesses is to facilitate direct transactions between customers and sellers. Keep in mind that this shop is only a representation of one entity selling things. Among the many Indonesian markets available today are BukaLapak, TokoPedia, Elevenia, and Qoo10 Indonesia. Websites like Matahari Mall, Zalora, Groupon Indonesia, Berry Benka, and Lazada are just a few examples of Indonesian e-commerce platforms.³⁰ The buyer and seller constitute the second set of participants in the deal. Whoever is responsible for selling goods or services to consumers is known as the seller, and whoever is responsible for buying those goods or services is known as the buyer. This study aims to identify the factors that motivate customers to purchase online and what drives them to prefer other forms of online shopping.

Consumers choose internet shopping for various reasons, including their financial capabilities. Additional promotions are available when purchasing online. Although they may not need it, seeing a relative or friend buy a new product may compel consumers to buy it. The presence of advertising or promotions in mass media makes fans reluctant to shop online. We protect consumer rights and conduct financial transactions. This

²⁹ Oleh I Gede Hendrayana, Degdo Suprayitno, Loso Judijanto, Ferry Kosadi, Sri Yani Kusumastuti, and Sepriano Sepriano, *E-Money: Complete Guide to the Use and Benefits of E-Money in the Digital Eraal* (PT. Sonpedia Publishing Indonesia, 2024).

³⁰ Madeline Mamesah, "Electronic Transaction System in Sale and Purchase Agreements via Online Media," *Lex Privatum* 10, no. 1 (17 January 2022): 69–78, <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/38070>.

section highlights common fears among individuals regarding fraudulent internet purchases. Unauthorised access to credit cards, merchandise that does not align with consumer preferences, and retailers with limited customer support accessibility after checkout pose significant risks. This is the main factor preventing people from shopping online, making it the biggest barrier. Visibility is compromised. Online shoppers can only guess at the quality and condition of the goods. However, it remains uncertain whether the merchandise delivered will match the items depicted in the photo. Sometimes, the prices quoted are higher compared to buying the goods directly in the store.

Most items offered are during the warranty period or do not have verifiable warranty documentation. I couldn't understand the online shopping process and found it cumbersome. The transaction or delivery process can sometimes drag on. Based on the facts mentioned above, it is clear why many consumers still have concerns about engaging in online shopping. This is due to the limited security issues that exist in Indonesia. Currently, the primary focus is on issues related to fraudulent activity. Examples of fraudulent activity include payment fraud, the use of malicious accounts, and account takeover. Comscore, a media analysis company, has concluded a study. Two-thirds of buyers consider the shipping option to be the most cost-effective. One out of every three people voluntarily chooses to pay higher prices in exchange for expedited delivery of merchandise. If the products they purchased arrived on time, 46% of consumers expressed their willingness to support e-commerce platforms.³¹ Purchasing online makes transactions easier for several parties. However, there are still some individuals who have the desire to engage in evil behaviour around us. To combat online fraud, the Indonesian government has implemented laws that

³¹ Yunita Kumala Sari and Sri Walyoto, "The Influence of Brand Ambassadorship, Sales Promotion, and Positive Word of Mouth on Consumer Purchasing Decisions in Tokopedia E-Commerce (Study of Tokopedia Users in Surakarta City)" (PhD Thesis, UIN Raden Mas Said, 2023), <http://eprints.iain-surakarta.ac.id/6018/1/Full%20Scrip%20Yunita%20KS%20%28195211266%29.pdf>.

specifically target individuals involved in fraudulent activities related to online buying and selling.³²

Article 378 of the Criminal Code and Article 28, paragraph (1) of the ITE Law are the applicable statutes.³³ While the ITE Law addresses the dissemination of false information that leads to monetary losses for customers in electronic transactions (Article 28, paragraph 1), the Criminal Code controls fraudulent conduct (Article 378). A number of laws in Indonesia govern consumer protection when making online purchases. These laws include the Consumer Protection Law (UUPK) of 1999 and the Information and Electronic Purchases Law (UU ITE) of 2008.³⁴ When it comes to buying and selling goods online, customers have sufficient legal protections provided by laws like the ITE Law (Electronic Information and Transactions Law) and the Law regarding Consumer Protection Law. The government, acting as a regulator, has responded to the difficulties by enacting rules pertaining to online trade. Articles 65 and 66 of Trade Law No. 7 of 2014 lay forth the rules governing online transactions. No company may trade products or services using electronic systems that do not meet the requirements laid forth in paragraph one of Article 65.³⁵ Documents pertaining to this matter must contain the following details, as elaborated upon in paragraph four of Article 65: the producer or distributor's legal status and identification, product or service specifications, pricing, payment options, and shipment details. Furthermore, to implement restrictions on online commerce, the legislation must provide detailed rules, as stated in Article 65, which stipulates that government regulations are responsible for overseeing additional provisions related to transactions. The Ministry of

³² Firda Laily Mufid and Tioma Roniuli Hariandja, "Effectiveness of Article 28 Paragraph (1) of the ITE Law Concerning the Spread of Fake News (Hoax)," *Rechtens Journal* 8, no. 2 (31 December 2019): 179–98, <https://doi.org/10.36835/rechtens.v8i2.533>.

³³ Dudung Mulyadi, "Elements of Fraud in Article 378 of the KUHP Are Linked to the Buy and Buy of Land," *Galuh Justisi Scientific Journal* 5, no. 2 (22 November 2017): 206–23, <https://doi.org/10.25157/jigj.v5i2.798>.

³⁴ Agus Santoso and Dyah Pratiwi, "Responsibilities of Electronic Banking System Operators in Electronic Transaction Activities Post Law Number 11 of 2008 Concerning Information and Electronic Transactions," *Indonesian Legislation Journal* 5, no. 4 (2018): 74–88.

Commerce is now engaging in discussions with key stakeholders to finalise government laws pertaining to electronic systems for commercial transactions, as mandated by trade legislation. In order to make proper use of the electronic system, you must adhere to the rules laid forth in Law No. 11 of 2008 on Information and Electronic Transactions (UU ITE). A number of sections of the ITE Law address issues unique to online trade. To the extent that any person's lawful activities, whether inside or outside of Indonesia's jurisdiction, have legal ramifications that harm Indonesia's interests, as stated in Article 2, that person is liable under this law. The provision of accurate and full information on contract terms, manufacturers, and offers is the duty of enterprises selling items via electronic systems, as stated in Article 9.

Under Article 10, an established and trustworthy certifying body must certify any company engaging in electronic transactions. Government regulations, as stated in Paragraph 1, define the rules for establishing a trustworthy certifying organization. Article 18 states that the parties may lawfully execute electronic transactions using electronic contracts. When engaging in an international electronic transaction, the parties are free to choose the applicable laws. If an international electronic transaction does not include a choice of law provision, then private international law will take precedence.

The Ministry of Communication and Information has published Government Regulation No. 82 of 2012 to implement the ITE Law, particularly as it pertains to e-commerce in Indonesia.³⁶ The use of electronic systems and transactions to support e-commerce is the primary goal of this law. Additionally, as part of its mission to oversee the trade industry, the Ministry of Trade is driving growth in the e-commerce sector via its rules. Startups that depend on e-commerce as their base require this government legislation to safeguard customers. Consumer protection must be the government's first priority when it comes to accommodations. Businesses are obligated to adhere to the rights and regulations outlined in the

³⁶ Nathania Salsabila Marikar Sahib, Soesi Idayanti, and Kanti Rahayu, "Problematics of Electronic System Operator Regulations (PSE) in Indonesia," *Pancasakti Law Journal (PLJ)* 1, no. 1 (30 July 2023): 61–74, <https://doi.org/10.24905/plj.v1i1.8>.

Consumer Protection Law. The widespread distrust among Indonesian customers about the trustworthiness of online trading systems highlights the critical need for consumer protection in e-commerce transactions. Corporations involved in online trade are protected by law and offered assurances of success thanks to the government's heavy investment in the industry's growth. The government, in its role as regulator, has responded to the difficulties by enacting laws pertaining to online trade. Internet sales are governed by Articles 65 and 66 of Trade Law No. 7 of 2014.³⁷

No company may engage in the sale of products or the provision of services by electronic means if the data supplied is inaccurate, as stated in paragraph one of Article 65. Article 65 paragraph (4) elaborates on this idea by saying that this data includes things like the producer or distributor's legal status, the goods' technical specs, the services' technical requirements or qualifications, the prices, the payment methods, and the delivery methods. Article 65 states that "additional provisions regarding trade transactions carried out via electronic systems are regulated by government regulations or derived from" and that the law must establish special guidelines to enforce restrictions on e-commerce transactions. The Ministry of Commerce is now engaging in discussions with key stakeholders to finalise government laws on electronic systems for commercial transactions, as mandated by trade law. Adherence to the rules laid forth in Law No. 11 of 2008 respecting Information and Electronic Transactions (UU ITE) is essential for the proper functioning of the electronic system. A number of sections of the ITE Law address issues unique to online trade. Article 2 states that regardless of where one is located, acting in accordance with this legislation will have legal repercussions both inside and outside of Indonesia and will harm Indonesia's interests. The provision of accurate and full information on contract terms, manufacturers, and offers is the duty of enterprises selling items via electronic systems, as stated in Article 9. Article 10 states that a dependency certification authority may certify any business actor engaging in electronic transactions.

³⁷ Nanin Koeswidi Astuti, "The Urgency of Government Regulations Regarding Electronic Commerce in Relation to the Application of Taxes on E-Commerce Transactions," *to-ra* 1, no. 2 (2015): 119–28, <https://doi.org/10.33541/tora.v1i2.1141>.

As stated in Paragraph (1), the government will develop laws for the creation of a dependable certifying organization. Article 18 states that the parties may lawfully execute electronic transactions using electronic contracts. When doing business electronically across international borders, the parties involved are free to pick the applicable laws. If there is no choice of law provision in an international electronic transaction, then private international law will govern. The Ministry of Communication and Information has created Government Regulation No. 82 of 2012 in order to implement the ITE Law, particularly as it pertains to e-commerce in Indonesia. There is a rule that governs the use of computers and online transactions. Additionally, as the sector's supervisor, the Ministry of Trade is pushing for the growth of the e-commerce industry via the development of government rules. This government legislation is essential to safeguard both customers and new businesses entering the e-commerce world. Consumer protection must be the government's first priority when it comes to accommodations. The Consumer Protection Law outlines the rights and regulations that businesses must adhere to. The widespread distrust of Indonesian customers towards online trading techniques highlights the critical need for consumer security in e-commerce transactions. The government's substantial attention to the growth of this sector ensures legal assurances and protections for business entities participating in the e-commerce industry.³⁸

The Ideal Model of Consumer Protection in E Commerce Between Indonesia and the UAE

The author observes that, in the era of Disruption 5.0, it has become both essential and necessary to continuously adapt consumer protection frameworks in the context of e-commerce, particularly as digital markets are driven by rapid technological innovation and ongoing regulatory development. Recent regulatory reforms in the United Arab Emirates provide a pertinent example of this adaptive approach. As stated by the Minister of Economy and Chair of the Supreme Committee for Consumer Protection, Abdullah bin Touq Al Marri, the Executive Regulation

³⁸ Paryadi, "E Commerce Supervision in Trade Laws and Consumer Protection Laws."

represents a significant advancement in strengthening consumer protection and enhancing legal compliance. The regulatory framework ensures that contractual relationships between consumers and suppliers are fair and balanced, prohibits monopolistic practices, clearly defines suppliers' obligations to prevent the provision of defective or substandard goods and services, and establishes effective mechanisms through which consumers may raise complaints and seek redress.³⁹

Federal Law No. 15 of 2020 concerning Consumer Protection cancels Federal Law No. 24 of 2006.⁴⁰ One of the rights guaranteed to consumers by Law No. 15 of 2020 is the ability to buy products and services at a set price and with guaranteed quality standards. Protecting consumers' health and safety when they use a service or purchase a product is another goal of this legislation. This regulation not only prevents suppliers from using customer data for marketing purposes, but it also protects consumer data. Most notably, these regulations cover all goods and services provided by vendors, marketers, and business representatives operating inside the United Arab Emirates (UAE) mainland and free zones. The regulations also encompass products sold on online marketplaces based in the UAE. Nevertheless, UAE residents who make online purchases from e-commerce businesses that are not legally recognized as operating within the UAE are exempt from this rule.

The UAE government further clarified through official public communications that Federal Law No. 15 of 2020 on Consumer Protection entered into force on 14 July 2023,⁴¹ with its implementing provisions becoming effective on 14 October 2023. The detailed requirements of the

³⁹ Rezky Amalia Rustam, “*Kepentingan Ekonomi Uni Emirat Arab (UEA) Terhadap Pembukaan Hubungan Diplomatik UEA-Israel = Economic Interests of the United Arab Emirates (UAE) in Opening UAE-Israel Diplomatic Relations*” (other, Universitas Hasanuddin, 2022), <https://repository.unhas.ac.id/id/eprint/28535/>.

⁴⁰ Yuniar Amanda Surya, “*Enforcement Of Law And Human Rights Regarding Brand Criminal Acts By The Directorate Of Special Criminal Research Of The Jateng Police Based On Law Number 15 Of 2001 Concerning Marks*” (masters, Undaris, 2023), <http://repository.undaris.ac.id/id/eprint/1055/>.

⁴¹ “2023 Investment Climate Statements: United Arab Emirates,” *United States Department of State* (blog), accessed July 14, 2024, <https://www.state.gov/reports/2023-investment->

Consumer Protection Law are further elaborated in Cabinet Decision No. 66 of 2023,⁴² which sets out the executive regulations for the implementation of Federal Law No. 15/2020.

The Cabinet Decision specifies several key regulatory aspects, including rules on advertising and billing practices. Article 5 governs the determination and display of prices, requiring suppliers to clearly and legibly display advertised prices and prohibiting excessive surcharges, including unjustified price increases for purchases made by credit card. Article 6 obliges suppliers to issue invoices to consumers as proof of purchase or contractual agreement for goods and services without imposing undue burdens. Such invoices must include essential information, including the supplier's address, date of transaction, product description, quantity and condition of the goods, warranty details, and tax identification number. Consumer protection is further reinforced under Article 7, which prioritises the interests of consumers, particularly those with limited financial means, by regulating the sale of second-hand, refurbished, or defective but non-hazardous goods. Suppliers are required to clearly and prominently disclose the condition of such products on the goods themselves and to inform consumers of the location of their business activities. The final invoice or contractual agreement must expressly indicate the status of the goods, thereby ensuring transparency and informed consumer choice.

With regard to replacement parts and warranty coverage, Article 13 defines the provider's obligations concerning the fulfilment of guarantees, while Article 14 specifies the provider's responsibilities relating to replacement parts. Article 16 governs the procedures for providing maintenance services and replacement components, requiring suppliers to establish clear arrangements for after-sales services and to ensure that warranties are consistent with the manufacturer's representations and reasonably relied upon by consumers. This provision also requires suppliers to disclose their physical address, telephone number, and email address to

⁴² Abdulwahid Alulama, Tamer Nagy, Nazly Khedr, and Gabrielle Margerison, "UAE Issues New Competition Law with New Merger Control Regime | White & Case LLP," December 28, 2023, <https://www.whitecase.com/insight-alert/uae-issues-new-competition-law-new-merger-control-regime>.

consumers. Supplier obligations following the acquisition of goods are further addressed in Article 20, which sets out the duties of vendors in situations involving product shortages. In addition, Articles 21 and 22 regulate the reporting of errors and defects in products and impose an obligation to notify consumers promptly in the event of any identified issues. Finally, Article 30 authorises the issuance of ministerial decrees to regulate the duration, conditions, and pricing of after-sales services for specific goods, thereby ensuring an appropriate balance between consumer protection and market regulation.

Importantly, Article 34 generally prohibits the inclusion of contractual terms that are harmful to consumers. Any conditions that seek to exclude or limit the obligations of business actors, as prescribed by this legislation and related consumer protection rules, produce no legal effect. This prohibition applies to all forms of communication with consumers, including invoices, contracts, and other transactional documents. The objective of these strict consumer protection provisions is to enhance the UAE's reputation as a secure and trustworthy marketplace by promoting ethical and responsible business conduct toward consumers and society at large. In line with international standards, the UAE's consumer protection framework therefore achieves a balanced approach between the respective responsibilities of buyers and sellers, reconciling the principles of *caveat emptor* and *caveat vendor*.⁴³

The regulatory approach adopted by the United Arab Emirates (UAE) serves as a source of inspiration for this study. Based on an analysis of recent legal developments in the UAE, the author argues that Indonesia should develop its own ideal legal framework—tailored to its domestic context—to strengthen the protection of consumer rights in the e-commerce sector. The following points merit particular consideration:

1. Indonesia should adopt relevant legal principles from comparative jurisdictions, such as the United Arab Emirates, while adapting them to

⁴³ Sridevi Sidharthan and Thara Kumar, "Latest Executive Regulations to Federal Law No. (15) of 2020 on UAE Consumer Protection," *Chambers and Partners* (Articles), 2023, <https://chambers.com/articles/latest-executive-regulations-to-federal-law-no-15-of-2020-on-uae-consumer-prote>.

its own constitutional and philosophical foundations rooted in *Pancasila* and popular sovereignty. In this context, the e-commerce regulatory framework should integrate the core values of *Pancasila*, belief in one God, humanity grounded in honesty and fairness, national unity, deliberative democracy guided by collective wisdom, and social justice for all, alongside principles of transparency, accountability, and public participation. Embedding these values would contribute to a robust and equitable e-commerce legal framework capable of addressing the interests and needs of all stakeholders.⁴⁴

2. The United Arab Emirates has adopted comprehensive e-commerce-related legislation aimed at protecting consumers from online fraud and ensuring transparency and accountability in digital transactions. These rules impose obligations on online traders to provide accurate and clear product information, secure electronic payment systems, and effective refund and return mechanisms, while also promoting fair and efficient dispute resolution. In addition, robust privacy and data protection regulations play a central role in safeguarding consumers' personal information in the e-commerce context. Drawing on this regulatory approach, Indonesia could develop similar rules to strengthen transparency, accountability, and consumer trust among e-commerce actors.
3. Similar measures could be adopted in Indonesia through the establishment of rules that promote transparency and accountability within online marketplaces. International instruments such as the UNCITRAL Model Law on Electronic Commerce, which sets globally recognised standards for electronic transactions, provide a useful framework in this regard.⁴⁵ In addition, cooperation with international networks such as the International Consumer Protection and Enforcement Network (ICPEN) can enhance cross-border consumer

⁴⁴ Makarim, "Policy Framework and Legal Reform for the Smoothness of Electronic Commerce (E-Commerce) in Indonesia."

⁴⁵ Will Kenton, "United Nations Commission On International Trade Law," accessed July

protection and regulatory enforcement.⁴⁶ Adapting these global best practices to Indonesia's domestic legal and institutional context would strengthen consumer safety in online transactions and contribute to a more secure and equitable digital marketplace for all stakeholders.⁴⁷

4. The Indonesian Electronic Information and Transactions (ITE) Law addresses jurisdictional challenges arising from cross-border e-commerce transactions with the aim of ensuring fairness and effective consumer protection. It regulates the flow of digital goods, services, and financial transactions across national boundaries, thereby safeguarding consumers in dealings with foreign business actors. Key elements of this framework include rules on jurisdictional authority, minimum consumer protection standards, and the application of domestic regulatory requirements to cross-border platforms. Effective monitoring mechanisms and strict enforcement are essential to ensure compliance. Given the inherently transnational nature of e-commerce, the ITE Law also underscores the importance of international cooperation in implementing and enforcing cross-border regulatory norms.⁴⁸ Recent regulatory developments, such as restrictions on certain financial activities on social media platforms and the introduction of minimum pricing requirements for imported goods, further illustrate Indonesia's efforts to strengthen jurisdictional control and consumer protection in the digital marketplace.⁴⁹

Indonesia should further harmonise its e-commerce regulatory framework with international standards, following an approach similar

⁴⁶ Alan Davidson, *The Law of Electronic Commerce* (Cambridge: Cambridge University Press, 2009).

⁴⁷ D. Monalisha Rao, "International Consumer Protection Framework & Policy," *International Journal of Law Management & Humanities* 4, no. 3 (2021): 2439, <https://doi.org/10.10000/IJLMH.11597>.

⁴⁸ Jaslin Dhabitah and Khairul Anwar Mohd Nor, "Analysis of Tiktok Commercial License Revocation: Recommendations for the Indonesian Digital Economy," *Journal of the Master of Sharia Economics* 2, no. 2 (December 2023): 49–64, <https://doi.org/10.14421/jmes.2023.022-03>.

⁴⁹ Vira Putri Yarlina dan Syamsul Huda, "Strategi Perluasan Pasar Produk Pangan Lokal Ukmk Dan Industri Rumah Tangga Melalui Media Sosial Dan E-Commerce," *JMM*

to that adopted by the United Arab Emirates. Such harmonisation would enable Indonesian businesses to compete more effectively in global digital markets while ensuring robust protection of domestic consumers. In this regard, aligning national legislation, such as the Electronic Information and Transactions Law, with internationally recognised models and adhering to regional instruments, including the ASEAN Agreement on Electronic Commerce, is essential for fostering legal certainty, cross-border interoperability, and consumer confidence.

ASEAN e-commerce cooperation seeks to strengthen the protection of personal data, align national e-commerce regulations with regional taxation frameworks, and promote the mutual recognition of electronic documents for cross-border commercial activities. It also places emphasis on effective dispute resolution mechanisms and the security of electronic transactions. In this context, Indonesia continues to align its e-commerce legislation with international and regional norms in order to enhance the competitiveness of domestic businesses while ensuring effective protection for consumers engaged in online transactions.⁵⁰

5. The UAE has implemented regulatory measures that effectively protect both consumers' and producers' rights in the e-commerce environment, while Indonesia continues to align its domestic legal framework with international trade agreements and global regulatory standards. Legal harmonisation—particularly through the alignment of national legislation such as the Electronic Information and Transactions Law with internationally recognised models—plays a crucial role in ensuring compatibility with global norms. In addition, strengthening rules on personal data protection and integrating reliable digital authentication and taxation mechanisms are essential to facilitating secure and efficient cross-border e-commerce transactions.
6. Dispute settlement is crucial for improving international commerce legislation. Safe transactions across borders are essential for online purchases. Collaborations with other nations and international

⁵⁰ Supply Chain Indonesia, "ASEAN Agreement on Electronic Commerce Within the ASEAN Economic Community Framework (Part 1 of 2 Posts)," September 1, 2020.

organizations can enhance e-commerce systems and increase digital engagement, making Indonesia more competitive and providing customer security.

The results of this study highlight the pressing need for Indonesia to further strengthen its e-commerce regulatory framework, particularly by incorporating effective consumer protection mechanisms inspired by comparative experiences such as that of the United Arab Emirates. Guided by the foundational values of *Pancasila*, adapted to Indonesia's unique legal and socio-economic context, and aligned with evolving international standards, such reforms would enable the development of a balanced e-commerce framework that safeguards consumers while supporting sustainable digital economic growth. Strengthening transaction security, enhancing regulatory certainty, and promoting the inclusion of micro, small, and medium-sized enterprises in the digital economy are central to this objective. Collectively, these measures would foster a more secure and equitable business environment, increase consumer trust, and enhance Indonesia's competitiveness in the global digital marketplace.

Conclusion

This study demonstrates that both the United Arab Emirates and Indonesia have established legal frameworks aimed at protecting consumers in the context of e-commerce and promoting fair and transparent commercial practices. The UAE has developed a relatively advanced and comprehensive system that places strong emphasis on preventing online fraud, safeguarding personal and financial data, and ensuring corporate accountability in digital markets. Indonesia, while sharing similar regulatory objectives and foundational principles—particularly those rooted in *Pancasila*—continues to strengthen its legislative framework to better align with international standards. Overall, both jurisdictions seek to foster a secure and competitive e-commerce environment that supports consumer confidence, facilitates market access for MSMEs, and encourages sustainable digital economic growth. The comparative analysis indicates that Indonesia may benefit from selectively adopting elements of the UAE's consumer

protection approach, particularly in relation to regulatory clarity, enforcement mechanisms, and digital transaction security.

Based on these findings, future research could explore the practical impact of implementing enhanced consumer protection measures on the growth of e-commerce and consumer trust in Indonesia. Further empirical studies may assess the effectiveness of online dispute resolution (ODR) mechanisms in resolving cross-border e-commerce disputes and improving access to justice for consumers. Additional research could also examine the role of international legal instruments, such as the UNCITRAL Model Law, in harmonising national e-commerce regulations, as well as the implications of regulatory convergence for MSMEs operating in digital markets. Finally, comparative socio-legal studies focusing on consumer awareness and enforcement practices would provide valuable insights into how legal reforms translate into real-world consumer protection outcomes.

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