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POTENTIAL LEGAL RISKS ARISING IN CASH ON DELIVERY (COD) PAYMENT MECHANISM IN E-COMMERCE APPLICATIONS

Hanindita Kusumawardhani Arham¹, Umar Haris Sanjaya² ^{1,2} Universitas Islam Indonesia *Correspondence email: umarharis@uii.ac.id

ABSTRACT E-commerce is not only a place to promote goods and services but also for trading and payment. Cash on Delivery (COD) is a payment system in cash the moment the goods have arrived at buyers. The COD payment mechanism causes potential legal risks such as complaints from buyers because the goods that arrived do not match. This is detrimental to the shipping agent. High public interest in using COD payment system for online transactions poses potential risks for sellers, couriers, and buyers. In the COD payment system in e-commerce applications, sellers are often dishonest and commit fraud. Buyers often cancel unilaterally, causing losses for the seller and the courier. The e-commerce party will provide compensation for sellers who have been harmed.

KEYWORDS: Trading Contract, Electronic Transaction, & Cash on Delivery (COD).

INTRODUCTION

Seen from the rapid development of information technology, it has dramatically facilitated human activities as users.(Siregar 2019). Commercial activities carried out using the internet are often referred to as *electronic commerce* or *e-commerce*. According to the term, *E-Commerce* is a buying and selling trade transaction carried out through electronic media connected to the internet network (M.Ramli 2010). E-commerce is one of the electronic trading contracts contained in civil law, especially contract law. An electronic trading contract is a trade contract that uses an electronic network on the internet.

Electronic transactions are transaction activities that involve business actors, consumers, expeditions, and couriers who act as mediators in sending orders using internet media (Wardani, Priyono, and Wisnaeni 2020). This commercial transaction is carried out using electronic media so that it does not require direct meetings between business actors and consumers.

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Business actors are parties who offer and sell products or services through internet media, while consumers are partakers who accept offers and buy products or services from business actors so that a transaction occurs between the two parties (Barkatullah 2017).

With the existence of *e-commerce* or what is commonly referred to as online trading transactions, business actors and consumers do not meet each other face to face but are only connected through social media, which is a place for exchange(Andreas and Tampi 2020). *E-Commerce* is a place for marketing, buying, and selling a product or service through the internet (niagara 2019). In the process of trading electronically, several e-commerce sites have provided various payment methods, namely payments via Credit Card/Visa, Bank Transfer, Debit Visa, and Cash On Delivery (COD)(Usaha 2021).

COD transactions are typically a process of buying and selling transactions where the seller and buyer can meet at an agreed place and time, and the goods to be sold and traded can be checked directly for their condition, and this COD transaction can be ended like other buying and selling transactions.

There are advantages and disadvantages to the *Cash on Delivery* (COD) system. One of the advantages is that the ordered goods will arrive before the buyer pays. At the same time, one of the disadvantages is that the buyer can reject to pay for the goods that have arrived if the goods that arrive are different from their order(**Wiryawan 2021**).

In the COD payment system, business actors often commit fraud so that consumers feel swindled, and it is also frequently found that consumers do not understand the payment mechanism in COD. In e-commerce, there are rules to be obeyed by business actors and consumers in doing online transactions, which is the protection of electronic data used to conduct transactions.

Quoted via Kompas.com on May 23, 2021, a video spread showing a consumer cursing a courier because she was dissatisfied with the goods she

received, so she vented her frustration by cursing the courier and unwilling to pay for her order **(Hanim 2014)**.

Based on the background above, the problems that the writer will inspect are: (1) What are the potential legal risks that arise in the *Cash on Delivery* (COD) payment system mechanism in *E-commerce* applications?, (2) Is it true that there is a legal risk that arises in the payment mechanism with the Cash on Delivery (COD) system in E-commerce applications?

RESEARCH METHODOLOGY

The research method used is normative juridical research. Normative juridical research is legal research that conceptualizes law as a norm, including values and positive law.**(Marzuki 2011)** This research is said to be normative juridical law research because there are legal systematics, namely various laws and regulations related to electronic transactions and the *Cash On Delivery* (COD) payment system.

DISCUSSION

A. The Potential Risks of COD Payment practices on E-Commerce Platforms

The payment system through the *Cash On Delivery* (COD) is a payment method by the buyer when the ordered goods have been received. The payment system through the COD method is very useful and widely used by the public because it facilitates the payment process and provides a sense of security for buyers as it is assumed to reduce fraud**(Anjum and Chai 2020)**.

Essentially, the COD system requires sellers and buyers to conduct a transaction by meeting face-to-face, but the COD payment system that has been applied in online trading sites no longer requires sellers and buyers to meet face-to-face, so the COD payment system is conducted via shipping courier.

The COD payment system is one of the relatively new payment methods used in the Bukalapak *e-commerce* application. The way to use the COD payment method on the Bukalapak *e-commerce* application, namely: *First*, the buyer purchases an item on the Bukalapak application page. *Second*,

buyers can click Buy on the desired item, then choose the Cash on Delivery (COD) payment method on the Bukalapak application page. *Third*, then the delivery service will automatically fill in SiCepat REG. *Fourth*, if the order has arrived at the address entered by the buyer, the buyer must pay in cash to the shipping courier according to the billing. Buyers are prohibited from opening orders before making payment. *Fifth*, if the buyer has received, paid for, and opened the goods ordered, the buyer can click Receive Goods **(Bukalapak 2022)**.

In general, goods delivery services or shipping couriers have the right to receive payments for goods ordered from *e-commerce* applications that are in collaboration with the shipping company. Meanwhile, the obligation of the shipping courier in the payment mechanism through COD is only to deliver the goods ordered by the buyer to the address that has been assigned.

However, in practice, the COD payment system has several drawbacks, one of which is the frequent one-sided cancellation of transactions from the buyers. Before canceling, the buyer directly opens the ordered item without making a payment first. If the ordered item is deemed to be different from his desires, the buyer immediately cancels the transaction on the spot via the expedition courier who has delivered the goods **(Lingga Saputra 2019)**.

The development of the payment mechanism system in online buying and selling transaction cannot be separated from cases that occur in society who use a payment system of COD. The following are cases that often occur with expedition couriers in online buying and selling transactions using the COD payment system (**Wahyudi 2021**).

| No. | Location | Transaction Type | Reason of Rejection |
|-----|----------|---------------------|---|
| 1. | Ciputat | COD | The buyer felt defrauded by the goods delivered by the courier. However, after making a payment to the shipping courier and opening the package, it turned out that the package was only empty |

Table 1.1 Legal risk reality regarding COD payment mechanisms insociety.

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| | | | cardboard. Then he forcibly asked the expedition courier to return the amount of money that had been given. |
|----|---|-----|---|
| 2. | Gunung Mulya Village, Bogor Regency | COD | The goods ordered by the buyer are pairs of sandals, but it turned out that the size of the sandals that had been ordered and the size of the sandals that were received are different, so the buyer felt unhappy and harmed. |
| 3. | Tangerang | COD | A woman who shopped online on an <i>e-commerce</i> application felt defrauded because the goods that had arrived did not match her order. |
| 4. | Palembang | COD | The buyer is disappointed because the goods received are different from those he ordered online through e-commerce applications. |

Several cases of threats, harsh treatment to verbal harassment occurred to shipping couriers while conducting payment via COD method. It is indicated to be caused by e-commerce parties that are lacking in conveying detailed information and rules regarding payment via COD, resulting in buyers often feeling cheated and tend to vent their disappointment to the courier expedition due to the seller's error.

B. Potential Legal Risks Arising in *Cash On Delivery* (COD) Payment Mechanisms in *E-Commerce* Applications

In online trading transactions, business actors must have a good strategy to compete with other e-commerce. One of which is that business actors provide various transaction options that can make it easier for buyers to buy goods, whether in the form of direct or indirect transactions. Meanwhile, this transaction model is considered to be able to cause the emergence of problems in terms of the responsibility of the shipping company **(I Gusti Agung Ika Laksmi Mahadew Made Nurmawati 2015)**. The agreements and requirements for sending goods regarding the responsibility of the shipping company cannot eliminate one of the problems that will occur in the trading transaction system in e-commerce. In the application, legal consequences have been regulated to accommodate cases if the buyer refuses to pay for the goods that have arrived, up to the return process as a form of complaint to the seller to clarify the limitations of the rights and obligations of the courier. Some buyers who are dissatisfied with the quality of goods that are not according to what has been displayed on e-commerce applications tend to show various behaviors when making complaints **(Aisyiyah, Hartoyo, and Krisnatuti 2019)**.

The payment mechanism via COD has the potential to become a new legal problem that can be analyzed from various perspectives. In the principle of COD payment mechanism, the courier is obliged to meet directly with the buyer to deliver the ordered goods and receive payment, but this often does not work well in practice.

Several cases show that buyers do not understand the payment mechanism via COD, so there are still many buyers who refuse to pay for the goods that had arrived thus making the courier be the object of his anger. On the other hand, couriers only carried out the obligation to deliver the ordered goods.

In online trading transactions through e-commerce applications, various regulations have been provided including payment methods, how to receive goods, and how to complain if there is a loss in goods caused by the mistake of the e-commerce party. Before placing an order, the buyer must read and understand all the COD payment rules, terms, and conditions.

In the Bukalapak e-commerce application, If there is an issue such as damaged or missing goods during the shipment using COD payment method, the buyer can submit a refund claim 3x24 hours after the buyer receives the item. Then, the damage is guaranteed by Bukalapak where all replacement costs are equal to or even higher than 75% of the insured price. Furthermore, the insurance for the purchased goods has been directly provided by Bukalapak when the buyer checkouts the goods so that the buyer does not need to pay insurance fees to the shipping company.

Mainly, the payment method through COD is a buying and selling process with payments made directly through a shipping courier as a mediator. In practice, this can be seen from the several cases that have been described. There are still many buyers who misinterpret the payment method via COD and do not follow the applicable rules (**Perdana 2022**).

According to the rules that apply in each shipping company, when the buyer chooses to use the payment method via COD, the buyer is required to make a payment in advance when the goods have been delivered by the courier. After that, the buyer can open the goods that have been delivered by the courier. However, if the item that has been opened does not match with what was ordered, the buyer can complain to the seller according to the procedures determined by each e-commerce, so that no party will be harmed in this matter **(Saputro 2022)**.

The development of using the COD system is also considered to cause a potential risk of legal problems, as has been reported in one of the electronic media about the rise of buyers who refuse to pay for COD goods and make complaints to couriers in unpleasant ways, such as cursing and threatening courier with sharp weapon, thus harming the courier materially and immaterially **(Dzulfaroh 2022)**. The buyer thinks the courier is a representative of the seller so that all mistakes made by the seller can be blamed on the courier.

In the payment mechanism via COD which involves couriers in carrying out their rights and obligations as workers of freight forwarding services that have collaborated with e-commerce, in e-commerce it has also been regulated in detail about the process of payment mechanisms via COD in online buying and selling transaction. All processes of payment mechanisms via COD in online buying and selling transactions have been attempted by e-commerce parties so that buyers know their rights and obligations and know the rights and obligations of the courier for the expedition of goods, in its operations in e-commerce it has been explained that the buyer it is forbidden to open the goods before making payment to the courier, then after the goods are delivered by the courier until the buyer is obliged to make payment. However, the courier is not responsible if there is an error or incompatibility of the goods caused by the seller (**Dwicky Cahyadi 2019**).

The payment mechanism via COD increases cases of complaints made by buyers because the goods that arrive are judged not to be in accordance with the order, complaints made by buyers are considered to have harmed the freight forwarder, this has the potential to become a new legal problem that can be seen from various points of view. The COD payment mechanism system in e-commerce transactions involves the role of the courier in delivering the buyer's ordered goods, in principle the courier is obliged to meet directly with the buyer to make P-ISSN: 2745-7753 [E-ISSN: -2722-6670 payment and delivery of the ordered goods, but in practice this often does not work well.

The increased of payment using COD methods is assumed to pose a potential risk of legal problems, as has been widely reported in one of the electronic media about buyers who refuse to pay for COD goods and complain to couriers in unpleasant ways. The complaint actions by buyers are considered to have exceeded personal aspects of the courier as it involves elements of worker protection. Shipping company should apply work norms concerning the courier's human rights, and physical and social security. In this case, the seller and the shipping company are responsible for preventing work risks that may arise**(Sumadi, Hukum, and Subang 2015)**.

Many regulations and policies that have been set are assumed incapable of solving problems that have harmed courier workers as a result of actions taken by buyers due to the complex legal relationship that has been running in the mechanical system in e-commerce **(Hanifah 2020)**.

The facts that occur in society reveal that literacy and education about buying and selling transactions through e-commerce applications using the COD payment method have not been optimally implemented, as a result, several serious problems have arisen in the payment mechanism via COD. The weakness of the COD risk management system in Indonesia causes problems on various sides, such as the e-commerce side, the buyer side, and the courier side **(Selfie Miftahul Jannah 2022)**.

C. Legal Risks in Cash on Delivery (COD) System of E-Commerce

Several e-commerce which implement COD payments system in online trading transactions indicated that COD is a payment conducted by the shipping courier when they deliver goods to the buyer directly at the place appointed by the buyer when ordering goods. Before using COD system in online transactions, buyers should be proficient in some of the rules that have been applied by the ecommerce company. One of the rules is that buyers should pay directly to the courier before accepting the ordered goods. Buyers are prohibited to open the goods before completing payment. If buyers refuse to pay for the goods that have arrived in the assigned place, then the e-commerce company will block them by the system. Amid public interest in using COD system for online transactions, there are common risks that can happen to the seller, the shipping courier, and the buyer. In an online transaction using COD system, some sellers are doing fraudulent business which harms buyers and causes one-sided loss. On the other hand, some buyers often cancel unilaterally which causes major losses for the seller and the shipping courier. Buyers deem that the received goods do not match the image displayed in the application which sometimes becomes the reason for one-sided cancellation.

Unilateral cancellation made by the buyer can cause several risks that are quite detrimental to the seller and the courier service for the delivery of goods. The seller will get immaterial losses on the benefits of the goods he sells or losses that may occur due to the buyer canceling without prior confirmation. Then, material losses that will result in the value of the goods being sold being reduced due to buyers who do not want to receive the goods that have been ordered and do not want to make payments for the goods (**Prasetio 2011**).

Then, the risks that occur to couriers in the payment system via COD have also been widely mentioned in various media about the problems that arise due to unilateral cancellations made by buyers so that many couriers on freight forwarding services are complained by buyers in a way that is considered to have interfered with aspects personally from the courier such as by cursing, threatening not to pay for the ordered goods to threaten the security of the courier **(Kompas.com, n.d.)**.

Based on the facts in the table there is legal risk reality regarding COD payment mechanisms in society. A housewife in East Jakarta has shopped several times in e-commerce applications by using COD payment. She felt that using COD system is simpler rather than any other payment method. Although sometimes, she received items that do not match her order in the e-commerce application **(Narida 2021)**.

A student in East Jakarta has used an e-commerce application to order some items online using the payment method via COD. However, the problem that often occurs when he orders goods online is that the goods received are not suitable for use. The use of the COD payment method is considered to be able to facilitate some school students who do not have a bank account because they do not need to transfer via atm so they can order goods without making payments via bank transfers. The risk that occurs in the application of the COD payment method in the form of an order fails to be delivered to the buyer because the buyer cannot be contacted when the expedition courier delivers the order until the buyer refuses to accept and pay for the order delivered by the expedition courier so that the order must be returned to the seller, then In this case, the seller and the buyer are not charged with delivery costs for returning orders because all delivery costs will be covered by the e-commerce application itself. Then, as a form of protection from e-commerce party for sellers who have been harmed, the COD payment method available to the buyer will be temporarily disabled, the buyer's COD payment method will be automatically activated after 60 days from the date the COD payment method is deactivated **(Paryadi 2018)**.

Furthermore, if the return of the goods made by the buyer causes the condition of the goods not to be like when it was first sent by the seller, the seller is given 7 days to claim the condition of the goods by attaching evidence in the form of photos of the condition of the damaged goods, then the e-commerce party will follow up regarding reports received. If it is proven that the damaged goods came from the buyer's fault, the seller will receive compensation in the form of a refund from the e-commerce party **(Shopee 2022)**.

This case shows that buyers will feel disappointed due to the difference between the received goods to their order, or physical damage to the goods caused by shipments which also make them feel swindled. Several e-commerce lacks in providing relevant information regarding COD payment methods in online transactions. This causes misunderstandings among buyers about COD payment regulation.

CONCLUSION

Based on the explanation above, the conclusion can be taken as follows:

 COD payment system in e-commerce applications is a trading transaction that involves direct payment to the shipping courier as the intermediary of sellers. In online transactions using COD system, buyers firstly should have the ecommerce application and a registered account on their devices. Payment using COD system causes potential legal risks such as buyers who refuse to receive and pay for their goods due to the difference in goods. This measure of cancellation by buyers is considered incurring losses for shipping couriers. 2. The amount of public interest in online transactions through COD system leads to arising risks that may befall sellers, shipping couriers, and buyers. Common risks as a result of cancellation and rejection of goods from buyers are the reduction of benefits and value of goods which causes loss for sellers. These risks also apply to shipping couriers as in some cases they are often physically attacked, cursed, and threatened which affects their sense of security. As for buyers, they may encounter fraud businesses and dishonest sellers within ecommerce applications which cause them loss.

REFERENCE

- Aisyiyah, N., H. Hartoyo, and D. Krisnatuti. 2019. "Analisis Perilaku Komplain Konsumen Online Shopping." *Jurnal Ilmu Keluarga Dan Konsumen* 12 (3): 248–59. https://doi.org/10.24156/jikk.2019.12.3.248.
- Andreas, Verren, and Mariske Myeke Tampi. 2020. "AKIBAT PEMBATALAN SEPIHAK TRANSAKSI JUAL BELI OLEH PT SHOPEE INDONESIA BERDASARKAN UNDANG-UNDANG NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN (KASUS: IBU MAYA DI TAHUN 2018) A. Latar Belakang Tingkah Laku Masyarakat Serta Kebudayaan Individu Telah," 896–921.
- Anjum, Safia, and Junwu Chai. 2020. "Drivers of Cash-on-Delivery Method of Payment in E-Commerce Shopping: Evidence From Pakistan." SAGE Open 10 (3). https://doi.org/10.1177/2158244020917392.
- Barkatullah, A. H. 2017. *Hukum Transaksi Elektronik Di Indonesia Sebagai Pedoman Dalam Menghadapi Era Digital Bisnis E-Commerce Di Indonesia*. Bandung: Nusa Media. https://opac.perpusnas.go.id/DetailOpac.aspx?id=1160201.

Bukalapak. 2022. "Bukalapak."

Dwicky Cahyadi, Antonius. 2019. "Yurisdiksi Transaksi Elektronik Internasional Menurut Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik." *Jurnal Wawasan Yuridika* 3 (1): 23. https://doi.org/10.25072/jwy.v3i1.203.

- Dzulfaroh, Ahmad Naufal. 2022. "Cases of COD Online Shopping Rise, This Is What Shopee, Tokopedia, and YLKI Say." In . https://www.kompas.com/tren/read/2021/05/21/084500965/ma rak-kasus-cod-belanja-online-ini-kata-shopee-tokopedia-hinggaylki?page=all, .
- Hanifah, Ida. 2020. *Hukum Ketenagakerjaan Di Indonesia*. Medan: Pustaka Prima.
- Hanim, Lathifah. 2014. "PERLINDUNGAN HUKUM BAGI PARA PIHAK DALAM E-COMMERCE SEBAGAI AKIBAT DARI GLOBALISASI EKONOMI." Jurnal Pembaharuan Hukum 1 (2).
- I Gusti Agung Ika Laksmi Mahadew Made Nurmawati. 2015. Tanggung Jawab Perusahaan Pengangkutan Barang Dengan Kendaraan Bermotor.
- Kompas.com. n.d. "Marak Kasus COD Belanja Online, Ini Kata Shopee, Tokopedia, Hingga YLKI." In . https://www.kompas.com/tren/read/2021/05/21/084500965/ma rak-kasus-cod-belanja-online-ini-kata-shopee-tokopedia-hinggaylki?page=all.
- Lingga Saputra, Sena. 2019. "Status Kekuatan Hukum Terhadap Perjanjian Dalam Jual Beli Online Yang Dilakukan Oleh Anak Dibawah Umur." *Jurnal Wawasan Yuridika* 3 (2): 199. https://doi.org/10.25072/jwy.v3i2.219.
- M.Ramli, Ahmad. 2010. *Cyber Law Dan Haki Dalam Sistem Hukum Indonesia*. Bandung: Refika Aditama. http://katalog.pustaka.unand.ac.id//index.php?p=show_detail&id=7 7826.

Marzuki, Peter. 2011. "Penelitian Hukum." Jurnal Penelitian Hukum.

Narida, Marshelia Gloria. 2021. "Persepsi Pengguna E-Commerce Terhadap Kualitas Informasi Pembelian Barang Dengan Metode Pembayaran Cash on Delivery (Cod) Berdampak Pada Terjadinya Pengancaman Kepada Kurir Jasa Expedisi." *Kinesik* 8 (2): 176–88. https://doi.org/10.22487/ejk.v8i2.165.

P-ISSN: 2745-7753 | E-ISSN: -2722-6670

- niagara, ghean serena. 2019. "Perlindungan Terhadap Kosnumen Akibat Wanprestasi Pejualan Ecomerce." *Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Penjual Dalam Transaksi Elektronik* 2 (1): 56–62.
- Paryadi, Deky. 2018. "Pengawasan E Commerce Dalam Undang-Undang Perdagangan Dan Undang-Undang Perlindungan Konsumen." Jurnal Hukum & Pembangunan 48 (3): 652. https://doi.org/10.21143/jhp.vol48.no3.1750.
- Perdana, T.P. 2022. "Pengertian Cash On Delivery (COD) Saat Jual Beli Online." In . https://idwebhost.com/blog/pengertian-cash-ondelivery-cod-saat-jual-beli-online/.
- Prasetio, Bimo. 2011. "Di Mana Pengaturan Kerugian Konsekuensial Dalam Hukum Indonesia?" In . https://www.hukumonline.com/klinik/a/dimana-pengaturan-kerugian-konsekuensial-dalam-hukum-indonesia--lt4da27259c45b9.
- Saputro, Puput. 2022. "Arti Cash on Delivery Atau COD Dalam Jual Beli Online Pahami Juga Aturan Dan Kelebihan-Kekurangannya." In . https://plus.kapanlagi.com/arti-cash-on-delivery-atau-cod-dalamjual-beli-online-pahami-juga-aturan-dan-kelebihan-kekurangannya-2f110c.html.
- Selfie Miftahul Jannah, Alfian Putra Abdi. 2022. "The Courier-Buyers Conflict Acuminated, COD System Needs To Be Reviewed." In . https://tirto.id/konflik-kurir-pembeli-meruncing-sistem-cod-perluditinjau-ulang-ggeB.

Shopee. 2022. "Shopee."

https://seller.shopee.co.id/edu/article/3360/COD-Bayar-di-Tempat.

- Siregar, A.A. 2019. "Keabsahan Jual Beli Online Shop Ditinjau Dari Undang-Undang Nomor 19 Tahun 2016 Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik (ITE)." Jurnal Ilmiah "Advokasi", 7 (2).
- Sumadi, Hendy, Fakultas Hukum, and Universitas Subang. 2015. "KENDALA DALAM MENANGGULANGI TINDAK PIDANA." Jurnal Wawasan P-ISSN: 2745-7753 | E-ISSN: -2722-6670

Hukum 33 (2).

- Usaha, Tim Daya Tumbuh. 2021. "Macam-Macam Sistem Pembayaran Pada Bisnis E-Commerce." In . https://www.daya.id/usaha/artikeldaya/keuangan/macam-macam-sistem-pembayaran-pada-bisnis-ecommerce .
- Wahyudi, Reza. 2021. "Rentetan Kasus COD, Mengancam Kurir Hingga Paket Tak Bertuan." https://tekno.kompas.com/read/2021/06/07/09550027/rentetankasus-cod-mengancam-kurir-hingga-paket-tak-bertuan?page=al.
- Wardani, Mutia Rahma, Joko Priyono, and Fifiana Wisnaeni. 2020.
 "Perlindungan Konsumen Dalam Transaksi Elektronik Melalui Instagram." *Notarius* 13 (2): 848–64. https://doi.org/10.14710/nts.v13i2.31183.
- Wiryawan, I Wayan Gde. 2021. "Urgensi Perlindungan Kurir Dalam Transaksi E-Commerce Dengan Sistem COD (Cash On Delivery) I Wayan Gde Wiryawan." Jurnal Analisis Hukum 4 (2): 187–202. http://journal.undiknas.ac.id/index.php/JAH/article/view/3126.