



The Review of Transaction Sale Juridical Bring Through The Instragram

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Abstract

This aims to find out How to Purchase Transactions Effects Online Through Instagram Media and How to Remedy The aggrieved party in buying and selling online through Instagram media. This study uses a normative research method with data collection techniques used to solve the problem formulation, namely the literature data obtained based on legislation and literature or official books. Analysis of the data used is a qualitative approach to primary data and secondary data. The results of the study can be concluded that the rights and obligations of the parties who made a sale and purchase agreement through the Instagram media can bring about a result of the agreement. From this we can know which obstacles arise from the rights and obligations of the sale and purchase agreement. And if a dispute has occurred, then legal protection can be carried out preventively and repressively. And can be continued with efforts to resolve the dispute.

Keywords: Transactions, Buy and Sell. Instagramm Social Media

I. Introduction

Use of the internet as a medium of trade continues to increase from year to year, this is caused by a variety of benefits that can be felt by sellers and buyers. The benefits of using the internet as a means of buying and selling online can facilitate the search for consumer needs without any restrictions, as well as increasing consumer satisfaction as far as speed is needed to get the items needed.

The internet in the business world inevitably has penetrated to the point of transformation not only in the trading space in the real world, but also the trading space in cyberspace through various media online available. Online itself can be interpreted in general terms as any type or format of media that can only be accessed via the internet which contains text, photos, videos, and sounds. In this general sense, media online can also be interpreted as a means of communication online which among them are classified into several categories namely news online media, electronic mail media (Electronic Mail), chat electronic media, social media (social media), and electronic commerce media (Electronic commerce).

The types of media online available make a full contribution to the increasingly proliferation of commerce online among the public. The following is a brief explanation of the types of online media currently developing. news Online media is a communication media that publishes journalistic work in which there are news, features and opinions. While e-mails (Yahoo mail, Google mail), mailing lists (mili) are included in the electronic mail media category. There is also a space that allows people to chat online without geographical limits through sophisticated applications in media chat such as Skype, Yahoo Messenger, WhatsApp, Line, We Chat, etc.

Furthermore, social media is media category online a popular. This type of media becomes an online forum as a means to interact, make friends, share information, or talk. Inside there are blogs, Facebook, Twitter, Youtube, Flickr, LinkedIn, MySpace, Path and which is quite high in popularity is Instagram. Recorded on the technology official website techcrunch that Instagram has won at least 700 million users from a total of 2.46 billion users social media in the world. Furthermore, Ducht Tape Marketing in its latest data added that there were 650 million social media users Twitter, and the rest was dominated by users, Facebook which totaled 1.4 billion.

Not escape the media of electronic commerce (e-commerce) too in particular has an enormous influence on trade and the world economy. Electronic trading or E-commerce is basically a contact of trade transactions between sellers and buyers using the internet media. Starting from ordering goods, payment transactions to shipping goods are communicated via the internet. Transactions that used to be carried out in a conventional manner namely a trading system where the seller and buyer must meet in person, so that the goods to be sold are near the buyer, now switch to a system online where the buyer and seller do not have to meet face to face, and the goods being traded are only in the form of pictures or writing that explains the specifications of the goods to be sold. This allows transactions to be carried out at any time within 24 hours 7 days by accessing the desired product system in the internet network.

It is interesting to note that the trend growing of shopping systems online today, more use of electronic communication or social networking as a medium for buying and selling transactions. Social media has become an important and crucial tool in electronic commerce today. Social media which was initially more often used as a means of friendship, information sharing, and forming social networks has now transformed into

the platform most effective buying and selling in the world. Specifically, Forbes in the article Shopping on social media 2017 called social media Instagram as the most powerful sales tool in the world since its appearance in 2013. This is coupled with the increasing number of stores online on various social media pages.

With the rapid development of social media into a promising field to be used as land for online trading transactions. Buyers do not need to bother coming to the store to see and buy what they want to look for because with an online store on social media, buyers only need to see and choose the items they want and pay by using various facilities yesterday, the online banking system, then the buyer just needs to wait goods to send. An online store is one form of change that is presented by the internet in terms of innovation in shopping.

One of the social media that can be used for buying and selling is Instagram. Instagram is as a social media to take photos and send them in a very fast time. This goal is made possible by internet technology which is the basis of the activities of this social media. Buying and selling transactions through Instagram is an attractive alternative and very attractive for buyers at this time, especially women. This is supported by the results of research conducted by the Pew Research Center in his research stating that buyers are interested in making transactions through this Instagram media because it is easy to find the desired item, can compare prices, then payments are made quite easily just by transfer, and just waiting for goods to arrive without must leave the house, so as to streamline and streamline time because transactions can be done by anyone at any time and anywhere.

With the rise of stores online on social media that have sprung up in Indonesia, trading agreements online have also been carried out so that the forms of buying and selling that occur is a form or flow of the seller as an online system provider. This gives space to online sellers who are not responsible for committing crimes online.

Recorded increasing numbers of buying and selling crime online in social media from year to year. Based on data Norton Report 2013, the level of potential and risk of online crime in Indonesia has entered an emergency status. It was revealed that there were around 400 million crime victims online in Indonesia each year with financial losses reaching USD 113 billion, most of these crimes were dominated by users through social media

networks. And of the 400 million, with a percentage of 67% is the total fraud that occurred through media Instagram.

The crime of buying and selling online does not occur in 1 media or application or software only, but a variety of media and applications. Most often occurs in the media facebook, Instagram, whatsapp, and online buying and selling sites like olx.

Like two sides of a coin, buying and selling online through social media can provide thousands of benefits, but on the other side is hidden criminal elements that lurk. In the offline world, busy shops have a number of tight security officers and busy department stores have to hire special officers to protect their businesses and customers from thieves, fraudsters or pickpockets. In the world of buying and selling online, security precautions in terms of law is a form of protection from crime online.

Regarding this sale and purchase transaction in general (*lex generalis*) regulated in the Civil Code (hereinafter referred to as the Civil Code) Book III Concerning Commitments, especially Chapter I through Chapter V and several related articles as general legal rules, but specifically (*lex specialis*) this electronic sale and purchase transaction is regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as Act Number 11 of 2008 concerning ITE).

According to the Civil Code Article 1457 sale and purchase is "an agreement, with which one party binds itself to surrender a material, and the other party to pay the price promised". Then regarding electronic transactions according to Article 1 paragraph (2) Law Number 11 Year 2008 Regarding ITE, namely "legal actions carried out using computers, computer networks, and / or other electronic media". Based on the above understanding, there are similarities, namely giving rise to legal relations between the parties in the transaction. Law No. 11/2008 About ITE exists because of the development of the Civil Code and to accommodate the needs of the people who are now full of technology, because in this sale and purchase transaction they used internet, so agreements or agreements that are created are via the internet as well. This has been confirmed in Article 1 paragraph (17) of Law Number 11 Year 2008 Regarding ITE, namely "electronic contracts are parties' agreements made through electronic systems".

II. Method

The method is optional for original research articles. This method is written in descriptive and should provide a statement regarding the methodology of the research. This method as much as possible to give an idea to the reader through the methods used. This Method are optional, only for original research articles.

III. Main Heading of the Analysis

A. Due To Legal Selling Online Buying Transactions Through Instagram Media

Within the scope of transactions *online*, a procedure is a sequence or procedure performed by a buyer to obtain an item or service provided by a seller through there or website *online* with an agreement terminated between the seller and the buyer and make payment and shipping goods. Of course, in a procedure in online transactions carried out by several parties such as sellers, buyers, payment service providers, providers of shipping services and online sites as an intermediary to carry out these transactions. But only the seller and buyer are considered as parties involved in the online transaction. The online transaction itself means that the transaction is carried out by the seller and the buyer online through the internet media, with no direct encounter between the buyer and seller. Or in other words, buying and selling transactions by ordering goods online by looking at photos, online, and only by copying the exchange of information data through an intermediary or *online website*. With the agreement in the transaction, there will be an agreement on an agreement and the rights and obligations of the seller and buyer must be fulfilled. The emergence of an agreement on an agreement on a sale and purchase agreement in transactions *online*, of course, is based on Article 1320 of the Civil Code on the legal terms of the agreement.

1. Costumer Right

The term consumer protection is related to legal protection. Therefore, consumer protection contains legal aspects. As for the material that gets protection it is not just physical, but even more so, its abstract rights. In other words, consumer protection is actually identical to what is given by the law on consumer rights. In general, there are 4 (four) basic consumer rights, namely:

1. The right to safety (*the right to safety*).
2. The right to get information (*the right to be informed*).
3. The right to choose (*the right to choose*).
4. The *right to be heard*.

The sale and purchase agreement is regulated in Articles 1457 through 1540 of the Civil Code. The definition of buying and selling according to Article 1457 of the Civil Code is an agreement, with which one party binds itself to submit a material, and the other party to pay the price promised. The step to increase the dignity and awareness of consumers must begin with an effort to understand the basic rights of consumers, which can be used as a foundation for the struggle to realize these rights. Consumer rights as stated in Article 4 of Law No. 8 of 1999 is as follows: The

- a. Right to comfort and safety in consuming goods and / or services.
- b. The right to choose goods and / or services and to obtain goods and / or services in accordance with the exchange rate and conditions and guarantees promised.
- c. The right to true, clear and honest information about the conditions and guarantees of goods and / or services.
- d. The right to be heard opinions and complaints on goods and / or services used.
- e. The right to advocate protection and efforts to resolve disputes over consumer protection.
- f. The right to consumer guidance and education.
- g. The right to be treated and served properly and honestly and not discriminatory.
- h. The right to obtain compensation and / or compensation, if the goods and / or services received do not comply with the agreement or are not as intended.

The rights regulated in the provisions of other statutory regulations.

2. *Customer Obligations*

Obligations are explained in Article 5 of Law No.8 of 1999 concerning Consumer Protection, namely:

- a. Reading or following information and procedures for the use or utilization of goods and / or services, for security and safety.
- b. Having good news in conducting goods and / or transaction transactions for
- c. paying in accordance with the agreed exchange rates.
- d. Following efforts to resolve consumer protection sengketet law properly.

3. *Business Actors'*

- a. Rights Rights and Obligations of Business Actors are regulated in Law No.8 of 1999 Based on Article 6, the rights of business actors are.
- b. The right to a good reputation if legally proven that the loss of consumers is not caused by the goods and / or services traded.
- c. The rights regulated in the provisions of other statutory regulations.
- d. The right to a good reputation if legally proven that the loss of consumers is not caused by the goods and / or services traded.
- e. The rights regulated in the provisions of other laws and regulations.

4. *Obligations of Business Actors*

Based on article 7 of the Consumer Protection Act, the obligations of business actors include:

- a. Good faith in conducting their business activities.
- b. Provide true, clear and honest information about the conditions and guarantees of goods and / or services and provide an explanation of the use, repair and maintenance.
- c. Treat or serve consumers properly, honestly and not discriminatory.
- d. Guarantee the quality of goods and / or services produced and / or traded based on the provisions of the applicable quality standards of goods and / or services.
- e. Provides opportunities for consumers to test, and / or try certain goods and / or services and provide guarantees and / or guarantees for goods manufactured and / or traded.
- f. Provide compensation, compensation and / or compensation for losses resulting from the use, use and utilization of traded goods and / or services.

Of course, the right of the first party or the buyer is to get the goods agreed upon after the buyer makes his obligations in terms of making the agreed payment. And the right of the second party or the seller is to get payment from the buyer which is an integral part of the agreement in the sale and purchase agreement. And the obligation of the second party or the seller is to deliver the goods promised by sending or whatever it reaches the buyer after the payment is made.

Not everything in the case of a sale and purchase agreement through media *Instagram* will run smoothly or smoothly, often many of these agreements become a reason for the emergence of a default due to certain reasons that conflict with the rules or laws that govern. The following is an example of a form of default that often occurs in buying and selling online via *Instagram*:

- a. Buyers make payments, but the seller does not deliver the goods promised.
- b. Existing items on the photo display on Instagram do not match what was agreed at the beginning when received by the buyer.

So from the examples of these problems there needs to be a way of solving that can resolve the default problem that often uses social media as a buying and selling tool for personal gain by harming others.

B. Legal Parties Effected In The Selling Of Transactions In Buying Throughmedia Instagram Legal

Protection can be divided into 2 parts, namely *preventive* legal protection and legal protection *repressive*. The following is the explanation.

1. Legal Protection For Consumers In *Preventive*
2. Legal Protection For Consumers In *Repressive*

accordance with article 44 paragraph 3 of Act 8 of 1999 Task Governmental Consumer Protection Organization (LPKSM) include:

- a. Disseminating information in order to improve awareness of rights and obligations and caution of consumers in consuming goods and / or services
- b. Provide advice to consumers who need it.
- c. Cooperate with related institutions in an effort to realize consumer protection.
- d. Assist consumers in fighting for their rights, including receiving consumer complaints or complaints.
- e. Conduct joint supervision of the government and the public on the implementation of consumer protection.

Then efforts to improve the quality of human resources in addition to research and development activities in the field of consumer protection efforts are carried out under the coordination of the minister with relevant ministers, in the form of:

- a. Improving the quality of the civil service investigator apparatus in the field of consumer protection.
- b. Improving the quality of researchers and examiners of goods and / or services.
- c. Development and empowerment of goods quality testing institutions.

- d. Research and development of testing technology and quality standards of goods and / or services and their application.

Then according to article 30 paragraph (1) of Law No. 8 of 1999 the supervision of the implementation of consumer protection and the application of its statutory provisions is carried out by the government, the community, the Non-Governmental Consumer Protection Institute. Oversight by the government is carried out by the relevant ministers and / or technical ministers, while supervision conducted by the public and the Non-Governmental Consumer Protection Institute (LPKSM) is carried out on goods and / or services circulating in the market by means of research, testing and / or surveys. Aspects of supervision include loading information about the risks of using goods if required, installing labels, advertising and others that are required based on statutory provisions and customs in business practice. The form of supervision is regulated in Government Regulation No.58 of 2001 Article 8, that:

1. Supervision by the government is carried out on business actors in meeting the quality standards of production of goods and / or services, inclusion of standard labels and clauses, as well as after-sales services of goods and / or service. After sales service is a service carried out by business actors to consumers. Examples of the availability of parts and warranties or guarantees.
2. Supervision as regulated in paragraph (1) is carried out in the process of producing, offering, promoting, advertising, and selling goods and / or services.
3. The results of the supervision referred to in paragraph (2) can be disseminated to the public.
4. Provisions on the procedure for supervision as referred to in paragraph (1) shall be determined by the minister and / or technical minister together or individually in accordance with their respective fields of work.

In each reciprocal work, there are always 2 (two) types of legal subjects, each of which has a reciprocal legal rights and obligations in the implementation of the agreement they made. If one party does not carry out what has been promised, or does not carry out obligations according to the agreement they made, then it is said that the party has defaulted (not fulfilling the achievement promised in the agreement). Defaults can take the form of four types, namely:

- a. Not doing what they are expected to do.
- b. Carry out what he promised, but not as promised.
- c. Doing what was promised but too late.
- d. Something that according to the agreement cannot be done.

Defaults in online buying and selling transactions via media are *Instagram* mostly done by business actors, if the business performs defaults, for example in the case of delivery of goods that experience time delays to the hands of consumers. Consumers can contact the business actor again to confirm the existence of the goods bought.

When viewed from the characteristics of electronic transactions that are generally cross-country (international), the arbitration institution is more appropriate because it also has an international nature in resolving disputes. Arbitration has an international nature, if the parties to the dispute have different nationalities that are proven and stated expressly, the place of dispute resolution through arbitration is outside the domicile of the parties (according to mutual agreement), the object of arbitration is located outside the territory of the country where the parties own their business and the parties agree that the object is related to one or more countries. In Indonesia there are already 2 arbitration institutions, namely BANI (Indonesian National Arbitration Board) and BAMUI (Indonesian Muamalat Arbitration Board).

Weaknesses in negotiations and mediation can be overcome by arbitration, because it further guarantees legal certainty for the parties, in accordance with the provisions and principles of arbitration, namely efficient, non-precedent, closed settlement, credible and professional arbitrators, and the decisions are final and binding and the execution of the executive.

Even in the development of the paper-based ADR model, it began to be expanded to transactionline, which is very time-saving and cost-known as ADRonline.

Settlement of claims civil by the parties may resolve the dispute through arbitration, or other alternative dispute resolution institutions in accordance with statutory provisions.

Dispute resolution has begun to shift from settlement through litigation to non-litigation, as happened in the United States and Australia where almost 90% of disputes

are resolved non-litigation, especially among business people, as well as in Indonesia, although the frequency is still very low.

Some considerations that made many people choose ADR include dissatisfaction with the court, non-publicity, personal nature, consideration of costs and time, the desire to settle a dispute solution.

Arbitrators / mediators are experts in their fields and the freedom of the parties to choose the most appropriate way to resolve disputes. In Law Number 30 Year 1999 concerning Arbitration and Alternative Dispute Resolution, the model of dispute resolution can be chosen, namely mediation, conciliation, negotiation and arbitration. But it is unfortunate that the law regulates more about arbitration, while other ADRs are only briefly alluded to without adequate explanation.

IV. Conclusion

It can be concluded based on the discussion discussed and the data that has been compiled in this thesis can be concluded Judicial Review of Buying and Selling Transactions Through Media Instagram is as follows: The legal consequences of the sale and purchase agreement intranctions online is like holding a sale and purchase agreement then it has been a legal consequence of the sale and purchase agreement is that there are legal subjects who have the right to obtain goods and have the obligation to pay for the goods. And vice versa other legal subjects have the right to get money but in addition he has the obligation to hand over the goods.

With certain goods agreed as the legal object of the agreement. As well as the emergence of a dispute and institutions that can resolve the dispute. So the legal position of the sale and purchase agreement intranctions online has been considered valid because according to Article 17 paragraph (1) of the ITE Law regarding the meaning of the electronic contract itself is an agreement of the parties made through an electronic system. So an agreement made electronically will be considered valid because of the existence of these provisions.

Legal protection for buyers is preventive and repressive. Preventive which means prevention or anticipation before doing anything. And repressive action is taken after the occurrence of problems or events that harm one of the parties in an agreement. Then in the repressive can use a variety of ways such as making complaints against the Consumer Protection Foundation in the vicinity of the incident took place.

The suggestions are Should the buyer before making a purchase in an transaction be online required to be more careful and thorough in making purchases of an item. By checking the validity of the seller's store and the record sales of the seller. So that buyers can avoid something that is not desirable as well as defaults and unlawful acts. In order for the seller to suggest an explanation of the goods to be sold and posted on an site online, so that the buyer feels confident and trust the certainty and authenticity of the goods and the seller's sales system.

So that buyers can feel safe and comfortable with the system or goods carried out by the seller. For this reason, the government should be able to assist in maintaining security in the transaction process online. Therefore, the government has regulated by using the legal instruments of the terms of the sale and purchase agreement in the transaction online itself is the enactment of the ITE Law which has governed the agreement online.

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