

CHAPTER I

INTRODUCTION

A. Context of Study

The rapid development of technology has made social media a vast platform for human interaction. In today's digital era, social media has become one of the main platforms for users to share experiences and provide reviews on products or services. This phenomenon has changed the business landscape, including in the context of consumer protection. This rapid development without barriers is a challenge for every social media user. The reality is that social media can be both positive and negative. In some cases, social media becomes a paradox for its users due to subjective dislike of other users, for example, a person can be arrested by the police because of his actions in processing his social media information as happened in the case between Dr. Richard Lee and Kartika Putri regarding beauty product reviews.¹ The beginning of the incident was that Dr. Richard Lee was arrested by the police in December 2020, when the aesthetic specialist had a heated argument with artist Kartika Putri over beauty products. Dr. Lee was famous as a YouTuber through reviews of various beauty products, at that time uploading reviews of beauty products endorsed by artist Kartika Putri. Dr. Lee said there were

¹ Suyanto, *7 Fakta Dokter Richard Lee Vs Kartika Putri, Berawal dari Review Produk Kecantikan, Ada Zat Berbahaya*, Surabaya.tribunnews.com accessed on <https://surabaya.tribunnews.com/2021/08/11/7-fakta-dokter-richard-vs-kartika-putri-berawal-dari-review-produk-kecantikan-ada-zat-berbahaya>. Accessed on April 25th, 2024.

dangerous ingredients in the beauty product. The artist, Kartika Putri did not accept his opinion and then reported him alleging that there had been defamation.² Social media, which was originally a place to communicate and share information with each other, can become a double-edged sword for other users because of the issue of likes or dislikes known as “subjective”.

Indonesia as a state of law based on the provisions in the 1945 Constitution of the Republic of Indonesia (UUD NRI Tahun 1945), which established laws that create justice, benefit and legal certainty for all people. The 1945 Constitution guarantees that citizens have equality before the law without exception.³ This legal certainty is actualized and accommodated through laws and regulations in Indonesia, for example in Article 28E paragraph (3) of the 1945 Constitution, namely everyone has the right to express opinions. The freedom of expression is a foundation for every consumer to exercise their rights in the form of expressing opinions regarding the products they use. On the other hand, business actors view the act of reviewing as unethical and can actually damage the good name of their products. In particular, reviews given by influencers who have a large number of followers on social media can influence their followers on social media and contribute to the decline in sales of a product.

² *Ibid.*

³ Ni Putu Ari Setyaningsih, Analisis Tujuan Hukum Yang Dicapai oleh Warga Negara Indonesia Melalui Perjanjian Perkawinan (*Pre-Nuptial Agreement* dan *Post Nuptial Agreement*), *Belom Bahadat: Jurnal Hukum Agama Hindu*, Vol. 11, No. 2, 2011, p. 88.

In addition to Dr. Richard Lee's case, YouTuber Dian Widiyanarko, via her channel Dunia Dian, created a video reviewing Eiger glasses (the Kerato type). In her review, she touted the product's good quality and lower price compared to international brands.⁴ On December 23, 2020, PT Eigerindo Multi Produk Industri, through its HCGA & Legal General Manager, conveyed a formal letter of objection to content creator Dian Widiyanarko. The correspondence articulated three substantive grounds: (i) the video in question was alleged to exhibit inadequate technical quality, thereby resulting in a misrepresentation of the product's color, material, and detail; (ii) the presence of extraneous background noise was considered to diminish the intelligibility of the information conveyed; and (iii) the recording setting or backdrop was characterized as improper and unsuitable. On the basis of these asserted deficiencies, the company expressly demanded that the content be amended to conform with its standards, or, in the alternative, be removed in its entirety.

Feedback from business actors whose products are reviewed actually undermines the spirit of the establishment of Law No. 8 of 1999 concerning Consumer Protection (“Consumer Protection Law”). The purpose of the Consumer Protection Law is to create a fair balance between businesses and

⁴ Francisca Christy Rosana, *Asal Mula Viralnya Surat Keberatan Eiger untuk Youtuber karena Ulasan Produk*, tempo.co accessed on <https://www.tempo.co/ekonomi/asal-mula-viralnya-surat-keberatan-eiger-untuk-youtuber-karena-ulasan-produk-544397>. Accessed on September 21th, 2025.

consumers, given that consumers previously held a much weaker position.⁵ However, consumers must also restrain themselves and limit their behavior on social media considering that there are many legal and social norms that apply. Although product liability has been restricted by Consumer Protection Law, consumers are not as well protected from damages resulting from products in practice. As a result, the topic of strict liability is one that should be considered when amending the Consumer Protection Law. Would the effectiveness of Consumer Protection Law increase with the inclusion of the producer's direct responsibility (strict liability) principle? It is possible to see the strict liability principle of absolute responsibility as holding corporate actors accountable for consumer damages regardless of whether they were at fault.

In Indonesia, consumer protection laws gives consumers the right to obtain clear, correct and factual information about the products or services they buy. Meanwhile in the Netherlands, similar to many countries in the European Union, there is a strict legal framework regarding consumer protection, including in the context of product reviews on social media. One important aspect to note is the concept of strict liability principle that places responsibility on the producer or seller for the products they produce or sell. By definition, strict liability means that business actors must be responsible for consumer losses without having to prove whether or not they are at fault. In this research,

⁵ Setia Putra, Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Melalui *E-commerce*, *Jurnal Ilmu Hukum*, Vol. 4, No. 2, 2014, p. 291.

the main reasons why the author would like to compare the two provisions regarding strict liability between Indonesia and the Netherlands are because the legal regulations regarding the principle of strict liability between the consumer protection legal regimes in Indonesia and in the Netherlands are different. Indonesia does not fully adhere to the principle of strict liability, as the principle of strict liability in the Consumer Protection Law requires an element of error, which is different from the consumer protection law that applies in the Netherlands. In addition, referring to the Product Liability Directive issued by the European Union, Dutch law prohibits provisions in limiting the liability of Business Actors to Consumers for certain matters, as reflected in the NBW or *Nieuw Burgerlijk Wetboek* and its jurisprudence.

Submitting complaints is one of the simplest and most effective ways for customers to let sellers and manufacturers know the dissatisfaction they have with a product.⁶ Complaining is a natural and legitimate thing for a customer to do. In the context of product reviews through social media, questions arise regarding the extent to which the manufacturer or seller is responsible for the information submitted by users or other parties who provide reviews of the product. The application of the principle of strict liability in the context of product reviews through social media raises various legal

⁶ Suné Donoghue and Helena M. de Klerk, The right to be heard and to be understood: a conceptual framework for consumer protection in emerging economies, *International Journal of Customer Studies*, Vol. 33, 2009, p. 458.

considerations, including regarding the truthfulness of the information, the reputational impact for the producer or seller, and the consumer's right to obtain accurate and factual information. However, differences in legal systems, culture and business practices between Indonesia and the Netherlands may result in different approaches in applying the strict liability principle. However, the existence of laws regulating consumer protection, both in Indonesia and in the Netherlands, plays an important role in upholding consumer rights regarding the products or services they use.

According to the description as described above, the author makes a comparative analysis regarding the implementation of strict liability principle in product review through social media based on consumer protection law in Indonesia and the Netherlands' perspective. It is important to provide a better understanding of the challenges and opportunities in enforcing consumer rights in today's digital world. A comparison between Indonesia and the Netherlands in the regulation of the strict liability principle in consumer protection law is important since both legal systems originate from the same civil law tradition but have evolved in different directions.⁷The Netherlands, shaped by European Union directives, enforces strict liability with more robust institutional and procedural mechanisms, whereas Indonesia incorporates it under Consumer Protection Law yet continues to face challenges in its implementation. Through

⁷ Ria Agustina, et al., The Development and Challenges of Civil Law in Indonesia, *LEGAL BRIEF*, Vol. 14, No. 2, 2025, p. 428-429.

this comparative perspective, the study seeks to assess the effectiveness of each framework, uncover existing shortcomings, and suggest reforms to enhance consumer protection in Indonesia. Through a deeper understanding of these two legal systems, principles that can be effectively applied to protect consumers in an increasingly complex and digitally connected business environment can be identified.

B. Problem Formulation

1. How is the principle of strict liability regulated in the context of product reviews via social media in Indonesia and the Netherlands?
2. What are the challenges and opportunities in regulating the principle of strict liability in product reviews via social media based on Indonesian Consumer Protection Law?

C. Research Objectives

1. To analyze the regulation of strict liability principle in the context of product reviews via social media in Indonesia and the Netherlands.
2. To analyze the challenges and opportunities of regulating the principle of strict liability in product reviews via social media based on Indonesian Consumer Protection Law.

D. Originality of Research

In conducting research on the Application of The Principle of Strict Liability in Product Reviews Via Social Media (A Comparative Study of

Consumer Protection Laws in Indonesia and the Netherlands), the author explores previous studies related to the author’s research, including:

No.	Source	Discussion
1.	Irbah Ufairah Razak, “Perlindungan Hukum Terhadap Produsen Atas Review Oleh Influencer Yang Memengaruhi Brand Trust Produk Kosmetik”, Ilmu Hukum/Hukum Keperdataan, Fakultas Hukum, Universitas Hasanuddin Makassar, 2021. ⁸	<p>Problem Formulations:</p> <ol style="list-style-type: none"> 1. How do producers protect themselves from negative reviews by influencers? 2. What is the influencer's responsibility for negative reviews of a cosmetic product? <p>Conclusions:</p> <p>The results show that the legal protection for producers against negative reviews conducted by influencers can be achieved through laws and regulations regarding the limits of reviews that can be carried out by influencers and repressive legal protection by filing a tort lawsuit. If the influencer is a doctor, the manufacturer can report it to the Indonesian Medical Association. Furthermore, the manufacturer can report them to the police for defamation. Regarding the influencer's liability, it is done by providing compensation to the producer or filing a connectivity charge accompanied by a request for restitution.</p>
2.	Vitri Sirait, “Perlindungan Hukum Terhadap Konsumen Yang Melakukan Review Jujur Terhadap Suatu Produk Barang	<p>Problem Formulations:</p> <ol style="list-style-type: none"> 1. What are the limits on consumer rights in

⁸ Irbah Ufairah Razak, *Perlindungan Hukum Terhadap Produsen Atas Review Oleh Influencer Yang Memengaruhi Brand Trust Produk Kosmetik*, Undergraduate Thesis, Universitas Hasanuddin Makassar, 2021.

	<p>Dan/Atau Jasa Di Media Sosial Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen”, Hukum Bisnis, Fakultas Hukum, Universitas Jambi, 2023.⁹</p>	<p>reviewing goods and services on social media? 2. What legal protection is provided for consumers who conduct honest reviews of a product or service on social media?</p> <p>Conclusions: The results of this study indicate that legal protection for consumers on freedom of speech in conducting honest reviews of a service on social media is part of human rights, whose existence is protected by Article 4 paragraph (d) of Consumer Protection Law, the 1945 Constitution of the Republic of Indonesia, the Universal Declaration of Human Rights, Law Number 39 concerning Human Rights, and Law No.9 of 1998 concerning Freedom of Expression in Public. In Article 4 (d) of Consumer Protection Law, in terms of protecting the freedom of expression of consumers in reviewing a service on social media, this has not been able to create the realization of consumer protection because there are no limitations for conducting reviews on social media. This article creates vagueness, so it is necessary to improve this article.</p>
3.	<p>Nurlaeni Faizal, “Perlindungan Konsumen Dalam Transaksi Jual Beli Online Di Pt. Shopee Internasional Indonesia”, Ilmu</p>	<p>Problem Formulations: 1. What is the practice of buying and selling online</p>

⁹ Vitri Sirait, *Perlindungan Hukum Terhadap Konsumen Yang Melakukan Review Jujur Terhadap Suatu Produk Barang Dan/Atau Jasa Di Media Sosial Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen*”, Undergraduate Thesis, Universitas Jambi, 2023.

	<p>Hukum, Fakultas Syari'ah dan Hukum, Universitas Islam Negeri Walisongo, 2019.¹⁰</p>	<p>at PT. Shopee Internasional Indonesia?</p> <p>2. How is the legal protection of PT. Shopee Internasional Indonesia regarding buying and selling if there is a default caused by the seller?</p> <p>Conclusions:</p> <p>The results of the research obtained by the author are that (1) The buying and selling practices used in the Shopee marketplace are using the B2C (Business to Consumer) and C2C (consumer to consumer) transaction systems. (2) Responsibility in the legal protection of consumers provided by shopee as a marketplace related to defaults or unlawful acts caused by business actors, the burden of responsibility is borne by business actors by referring to the contract that the parties agree on. The protection provided by shopee is limited to supervision, regulator, facilitator, solution finding, and decision making for defaults or unlawful acts that occur.</p>
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E. Literature Review

1. Overview of Indonesian and the Netherlands Consumer Protection

Law

a. The Introduction of Consumer Protection Law

¹⁰ Nurlaeni Faizal, *Perlindungan Konsumen Dalam Transaksi Jual Beli Online Di Pt. Shopee Internasional Indonesia*, Undergraduate Thesis, Universitas Islam Negeri Walisongo, 2019.

Consumer rights that are ignored by business actors need to be examined carefully in the current era of globalisation and free trade, there are many kinds of goods/services marketed to consumers, either through promotions, advertisements or direct offers. The term consumer protection is no longer a taboo term in our society. As consumers, they have a fairly good understanding of their rights and obligations before the law. According to the Business English Dictionary, consumer protection is protecting consumers against unfair or illegal traders.¹¹ Black Law Dictionary defines consumer protection as a statute that safeguards consumers in the use of goods and services.¹²

In the view of experts such as Az. Nasution who said that consumer protection law is consumer law that contains principles or rules that are regulatory in nature and also contains characteristics that protect the interests of consumers. Consumer law is defined as the overall principles and legal rules that regulate relationships and problems between various parties and each other relating to consumer goods and/or services in social

¹¹ Peter Colin, *Business English Dictionary*, Linguaphone Institute, London, 1988, p. 61.

¹² Bryan A. Garner, *Black Law Dictionary*, Eight Edition, West Publishing, St. Paul Minnesota, 2004, p. 335.

life.¹³ Consumer protection is a term used to describe the legal protection given to consumers in their efforts to meet their needs from things that are detrimental to the consumer himself.¹⁴

Rapid developments in economic transactions, on the one hand, provide benefits for consumers because the need for the desired goods and/or services can be fulfilled, as well as more opportunities and freedom to choose various types and quality of goods and/or services in accordance with the desires and abilities of consumers. These conditions and phenomena, on the other hand, can result in the position of business actors and consumers becoming unbalanced, where consumers are in a weak position. Consumers become the object of business activities to reap as much profit as possible by business actors through promotions, sales methods, and standard agreements that are detrimental to consumers.¹⁵

Consumer Protection Law is a branch of law with a universal character. Many of its instruments are influenced by foreign legal systems; however, when examined from the perspective of Indonesia's positive law, its fundamental

¹³ Shidarta, *Hukum Perlindungan Konsumen*, Grasindo, Jakarta, 2000, p. 9.

¹⁴ Zulham, *Hukum Perlindungan Konsumen*, Kencana, Jakarta, 2013, p. 15.

¹⁵ Gunawan Widjaja and Ahmad Yani, *Hukum Tentang Perlindungan Konsumen*, Gramedia Pustaka Utama, Jakarta, 2001, p. 11-12.

principles have long existed, including those rooted in customary law. Consumer protection is therefore not merely a regional issue, but a global problem that affects consumers worldwide. The emergence of consumer awareness has given birth to a new branch of law, namely consumer protection law, also known as consumer law.¹⁶

b. Overview of Indonesian Consumer Protection Law

Consumer protection is a term used to describe the legal protection given to consumers in their efforts to meet their needs from things that can harm the consumers themselves. In the field of law, this term is still relatively new, especially in Indonesia, while in developed countries, this has begun to be discussed along with the development of industry and technology. Article 1 number 1 of Consumer Protection Law states that, “*Consumer protection is all efforts that ensure legal certainty for the protection of consumers*”. The meaning of consumer protection as stipulated in Article 1, paragraph (1), of Consumer Protection Law is all efforts that ensure legal certainty to provide protection to consumers. Consumer protection has a broad scope covering consumer protection in obtaining goods and services, which

¹⁶ *Ibid.*

starts from the stage of activities to obtain goods and services to the consequences of the use of these goods and services.¹⁷

Consumer protection is carried out if there is an error from the seller that harms consumers. This protection is regulated under Law No.8/1999 which protects consumers from unlawful practices carried out by sellers.

Based on the above opinion, the definition of consumer protection is “all efforts that ensure legal certainty to provide protection to consumers in obtaining goods and services, which starts from the stage of activities to obtain goods and services to the consequences of the use of these goods and services.”

There are several rights that are protected by Article 4 of Consumer Protection Law, such as:

- 1) to obtain comfort, security and safety in using or consuming the goods and/or services;
- 2) to choose the goods and/or services and obtain the goods and/or services in accordance with the promised conversion value and condition and warranty;
- 3) to obtain correct, clear and honest information on the condition and warranty of the goods and/or services;
- 4) to be heard in expressing opinion and complaints on the goods and/or services they use or consume;
- 5) to obtain proper advocacy, protection and settlement in the consumer’s protection dispute;
- 6) to obtain consumer’s training and education;

¹⁷ Janus Sibadolok, *Hukum Perlindungan Konsumen di Indonesia*, PT Citra Aditya Bakti, Bandung, 2010, p 7.

- 7) to receive proper and honest and non-discriminatory treatment or service,
- 8) to obtain compensation, redress and/or substitution, if the goods and/or services received are not in accord with the agreement or not received as requested,
- 9) to obtain rights as regulated in the other provisions of the law.

c. Overview of the Netherlands Consumer Protection Law

The Netherlands, as a member of the European Union, has a robust consumer protection framework that aims to safeguard the rights and interests of its citizens. The Netherlands has a comprehensive legal framework for consumer protection, which is primarily governed by the Consumer Protection Act (*Wet Consumentenbescherming*) of 1992. This Act aims to protect consumers from unfair business practices and ensure their rights are respected in transactions with businesses. As in Indonesia, in the Netherlands there is a commission called The Netherlands Authority for Consumers & Markets (“ACM”). ACM is an independent regulator.¹⁸ The legal framework for consumer protection in the Netherlands is primarily based on the Dutch Act on Enforcement of Consumer Protection (Whc) and the CPC

¹⁸ *Guidelines Protection of the online consumer; Boundaries of online persuasion*, page 6, the document can be accessed through <https://www.acm.nl/sites/default/files/documents/2020-02/acm-guidelines-on-the-protection-of-the-online-consumer.pdf>. Accessed on 27th of May 2024.

regulation.¹⁹ These laws are enforced by ACM, which plays a crucial role in ensuring compliance with consumer protection regulations.

One of the primary aspects of Dutch consumer protection law is that businesses have to give customers clear and honest information, especially when it comes to the terms and circumstances of a sale. This involves making certain that both the seller's and the customers' rights and obligations are understood. The rule also requires companies to provide customers with a cooling-off period during which they can change their minds about a transaction.²⁰ The Netherlands has implemented the European Union Directives on the supply of digital content and services (Directive Digital Content) and on the sale of goods (Directive Sale of Goods) into its national civil law. These directives aim to harmonize consumer protection

¹⁹ Regulation (EU) 2017/2394 on cooperation between national authorities responsible for the enforcement of consumer protection laws as quoted from *Guidelines Protection of the ... Op., Cit.* p. 11.

²⁰ Netherlands Chamber of Commerce, KVK and Netherlands Enterprise Agency RVO, *Consumer law: your rights and obligations as a seller*, the article accessed on <https://business.gov.nl/running-your-business/business-management/legal-matters/consumer-law-your-rights-and-obligations-as-a-seller/>. 18th of January 2024. Accessed on 27th of May 2024.

across the European Union (EU), providing a single set of rules for businesses operating in the EU market.²¹

2. Overview of the Strict Liability Principle

a. General Overview of the Strict Liability Principle

The concept of responsibility is related to the concept of legal obligation towards someone who is said to be legally responsible for a certain act so that they can be subject to certain sanctions if they commit an unlawful act.²² The sanctions are not only imposed on the person who commits the violation but also on everyone who legally related to it.²³ When it is established that a duty was owed, violated, and the person to whom the duty was owed suffered harm as a result, liability arises. There are two types of liability: strict liability and fault liability. Strict liability refers to liability regardless of fault.²⁴

The development of the strict liability principle can be traced back to January 1, 1995, when the World Trade Organization (WTO) was officially established to replace the

²¹ Laurent van der Bruggen, *New consumer protection rules in the Netherlands*, fieldfisher.com on <https://www.fieldfisher.com/en/insights/new-consumer-protection-rules-in-the-netherlands>. 19th of July 2022. Accessed on 27th of May 2024.

²² Jimly Asshiddiqie and M. Ali Safa'at, *Teori Hans Kelsen Tentang Hukum*, Konstitusi Press, Jakarta, 2006, p. 61.

²³ *Ibid.*, p. 63.

²⁴ Jane Chinelo Ebubedike, A Review Of The Efficacy Of The Strict Liability Theory In Product Liability Law, *Unzik Law Journal*, Vol. 20, No. 1, 2024, p. 89.

General Agreement on Tariffs and Trade (GATT). The WTO, as an intergovernmental organization, regulates global trade in goods and services. Within this framework, any form of protectionism is often regarded as contrary to WTO principles or as a barrier to trade liberalization.²⁵ In preventing the goods or services that harm consumers, some countries participating in free trade have adopted the product liability doctrine in their legal systems for example, Japan, the United States, and the European Economic Community as well as other countries that are accustomed to using law as a tool of social engineering towards legal certainty with social justice. There is product liability terminology in Indonesia that articulates it as product liability.²⁶

Consumer Protection Law regulates the responsibility of business actors for consumer losses which are specifically contained in one chapter, Chapter VI, Article 19 to Article 28. Of these ten articles, we can divide them into several points, (a) **Seven articles**, namely Article 19, Article 20, Article 21, Article

²⁵ Yusuf Shofie, *Perlindungan Konsumen dan Instrumen-Instrumen Hukumnya*, Second Edition, PT Citra Aditya Bakti, Bandung, 2000, p. 8.

²⁶ Yudha Hadian Nur and Dwi Wahyuniarti Prabowo, Penerapan Prinsip Tanggung Jawab Mutlak (*Strict Liability*) Dalam Rangka Perlindungan Konsumen, *Buletin Ilmiah Litbang Perdagangan*, Vol. 5, No. 2, 2011, p. 181-182.

24, Article 25, Article 26, and Article 27 which regulate the responsibility of business actors; (b) **Two articles** that regulate evidence, namely Article 22 and Article 28; (c) **One article** that regulates dispute resolution if business actors do not fulfill their obligations to provide compensation. It is assumed that business actors acting in this manner may process settlements through the legal channels established by Consumer Protection Law, provided that the elements of product liability are fulfilled.²⁷

Strict liability is a principle of responsibility that stipulates that fault is not a determining factor. However, there are exceptions that make it possible to be freed from responsibility, for example force majeure circumstances.²⁸ In the Dutch legal system, the equivalent of Strict Liability is *risicoaansprakelijkheid*.²⁹

b. The Implementation of Strict Liability under the Indonesian Consumer Protection Law Regime

Indonesia needs to adopt the strict liability (absolute responsibility) paradigm. It is imperative that absolute

²⁷ *Ibid.*

²⁸ Tri Setiady, Perlindungan Hukum Terhadap Konsumen Dalam Pelanggaran Ketentuan Label Pangan Yang Dilakukan Pelaku Usaha Berdasarkan Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen, *Jurnal Yustitia*, Vol. 3, No. 1, 2017, p. 76.

²⁹ Mas Ahmad Sentosa, *Penerapan Asas Tanggung Jawab Mutlak (Strict Liability) di bidang Lingkungan Hidup*, ICEL, Jakarta, 1997, p. 23.

responsibility be implemented because of the strong opposition from manufacturers, their lack of sincerity in conducting business, and the numerous instances that demonstrate inadequate consumer protection. Consumers are only a source of revenue and profit for the majority of producers. The manufactures typically don't follow the rules and laws pertaining to product safety, proper manufacturing practices, omitting product information from labels, and different consumer protection legislation.³⁰ Strict liability, often known as the principle of absolute liability, is now only applicable to specific producer groups and product categories in Indonesia; it cannot yet be applied to all business domains or all products. Products with (a) potential risks associated with utilizing them; (b) varying degrees of manufacturer irresponsibility; (c) mass-market usage; and so forth are among them. In addition, producers that fall within the conglomerate scale category are obligated to adhere to the idea of absolute accountability.

3. Overview of Product Review through Social Media

a. General Overview of Product Review and Social Media

³⁰ Yudha Hadian Nur and Dwi Wahyuniarti Prabowo, Penerapan Prinsip Tanggung ...
Op. Cit., p. 192.

A product review can be defined as a content in the form of reviews where consumers can create and view reviews about a product or service through online platforms such as social media. Social media according to Andreas Kaplan and Michael Haenlein, is defined as a collection of internet-based applications that build on the ideology and technology of Web 2.0, and enable the creation and exchange of user-generated content.³¹ Social media refers to digital platforms that enable users to interact, exchange information, and generate content, including but not limited to blogs, social networking sites, Wikipedias, forums, and virtual environments.³²

An online customer review is a comment derived from a customer's experience with a product or service that they have used and then shared through online media. When potential customers are seeking essential information about a product or service they are interested in purchasing, product reviews are one of the factors that can impact their choice to make a purchase. Product reviews have concentrated on a few essential

³¹ Anang Sugeng Cahyono, Pengaruh Media Sosial Terhadap Perubahan Sosial Masyarakat Di Indonesia, *Jurnal Publiciana*, Vol. 9, No. 1, 2016, p. 140–157.

³² Nur Ainiyah, Remaja Millennial Dan Media Sosial: Media Sosial Sebagai Media Informasi Pendidikan Bagi Remaja Millennial, *Jurnal Pendidikan Islam Indonesia*, Vol. 2, No. 2, 2018, p. 221–236.

elements of online product reviews, including review, volume, source, and content.³³ According to this study, product reviews play an important role in influencing consumers' decisions regarding purchases. Because the purpose of the review is to show how much customers think it helps them make judgments about what to purchase or how to judge something.³⁴

b. General Overview of Information and Electronic Transaction

Information and Electronic Transactions are divided into three components: information, transaction, and electronic. Information itself can be interpreted as an impression of a person's mind or as data that is neatly arranged and processed.³⁵ According to Jogiyanto HM, information can be defined as the result of data processing in a form that is more useful and more meaningful to the recipient which describes a real event (fact) that is used for decision making.³⁶ Then, the second components is electronic, based on Indonesian Dictionary is/are defined as

³³ Mengxiang Li, et al, Helpfulness of Online Product Reviews as Seen by Consumers: Source and Content Features, *International Journal of Electronic Commerce*, Vol. 17, No. 4, 2013, p. 105.

³⁴ *Ibid.*, p. 121.

³⁵ Ilhami Bisri, *Sistem Hukum Indonesia*, Second Edition, PT Raja Grafindo Persada, Jakarta, 2005, p. 36.

³⁶ Pawit M. Yusup dan Priyo Subekti, *Teori dan Praktek Penelusuran Infomasi (Informasi Retrieval)*, First Edition, Kencana Prenada Media Group, Jakarta, 2010, p. 1.

devices made based on electronic principles; things or objects that use tools that are formed or work on the basis of electronics.³⁷ According to Black's Law Dictionary, a transaction is an act of transacting or conducting any business; negotiation; management; proceeding; that which is done; an affair.³⁸

According to Article 1, paragraph 1, of Law No. 1 of 2024 concerning Information and Electronic Transaction ("ITE Law"), what is meant by electronic information is one piece or a set of electronic data, including but not limited to writings, sounds, images, maps, designs, photographs, electronic data internet (EDI), electronic mail, telegram, telex, telecopy or the like, letters, signs, numbers, access codes, symbols, or perforations that have been processed which have meaning or can be understood by people who are able to understand them. Meanwhile, what is meant by electronic transactions according to Article 1 paragraph 2 of the ITE Law is a legal action carried out using a computer, computer network, and/or other electronic media.

³⁷ <https://kbbi.web.id/elektronik>, accessed on June 2, 2024.

³⁸ Henry Campbell Black, *Black's Law Dictionary*, Fourth Edition, West Publishing Co., St. Paul, Minn, 1968, p. 1668.

F. Operational Definitions

In terms of avoiding multi-interpretations in understanding of this research discussion, these are the definitions of terms provided as follows:

1. comparative analysis here means the process of comparing two or more elements, objects, or concepts to understand the differences and similarities between them
2. strict liability principle is a standard of liability under which a person is legally responsible for the consequences flowing from an activity even in the absence of fault or criminal intent on the part of the defendant.
3. product review is content that examines the benefits and downsides of a specific product or service.
4. social media is an online site, where users can easily participate, share and create content for blogs, social networks, wikis, forums and virtual worlds.
5. consumer protection law in Indonesia and the Netherlands means all efforts to ensure legal certainty to provide protection to consumers that apply in Indonesia and the Netherlands.

G. Research Method

1. Type of Research

Normative legal research method is a research method carried out by researching library materials or secondary data.³⁹ The research used is normative research because the research for “The Application of The Principle of Strict Liability in Product Reviews Via Social Media (A Comparative Study of Indonesia And the Netherlands’ Consumer Protection Law)”, is carried out by searching for materials based on library materials or secondary data as sources in writing research.

2. Research Approach

In this research, the author will use several approaches in this type of normative research, such as:

a. Statute Approach

The legal approach is research based on the laws and regulations⁴⁰ or namely by examining the laws and regulations.⁴¹ In this approach, the author will examine all laws and regulations based on Indonesia’s Consumer Protection Law and the Netherlands’ Consumer Protection Law, and/or any stipulated regulations to find answers to the formulation of the problem.

³⁹ Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*, Raja Grafindo Persada, Jakarta, 2003, p. 13.

⁴⁰ Bahder Johan Nasution, *Metode Penelitian Ilmu Hukum*, Mandar Maju, Bandung, 2008, p. 92.

⁴¹ Peter Mahmud Marzuki, *Penelitian Hukum*, Kencana, Jakarta, 2007, p. 96.

b. Conceptual Approach

This approach departs from the views and doctrines that have developed in the science of law.⁴² What is meant by a conceptual approach is an approach that departs from the views and doctrines that have developed in the science of law. By studying the views of the doctrines in the science of law, researchers will find ideas that give rise to legal notions, legal concepts and legal principles that are relevant to the issue at hand.⁴³

c. Comparative Approach

The comparative approach involves examining one legal system or institution in relation to others. The primary objective of this method is to identify both similarities and differences. Through this approach, the researcher is able to analyze the legal systems of both countries in terms of their substance, legal culture, and law enforcement practices. The findings of this comparison serve as an important reference for addressing the legal needs in Indonesia, particularly regarding the future implementation of the strict liability principle in product regulation.

⁴² *Ibid.*, p. 172.

⁴³ *Ibid.*, p. 135.

3. Object of Research

The object of this research is the comparison of consumer protection in Indonesia and the Netherlands related to the implementation of strict liability principle on product review through social media.

4. Sources of Research Data

Since this research applies the normative legal research method, the data source used is secondary data, namely documents collected and examined that can provide information needed by author. The legal materials used in this research are:

a. Primary legal material

Namely binding legal materials consisting of applicable laws and regulations or applicable provision, including:

- 1) Law No. 9 of 1999 concerning Consumer Protection;
- 2) Law No. 1 of 2024 concerning Second Amendment of Law No. 11 of 2008 concerning Information and Electronic Transaction;
- 3) Indonesian Civil Code;
- 4) Nieuw Burgelijk Wetboek;
- 5) European Union Regulation 2017/2394 on Cooperation Between National Authorities Responsible For The Enforcement of Consumer Protection Laws And Repealing Regulation (EC) No 2006/2004;
- 6) Directive 2005/29/EC concerning Unfair Business-To-Consumer Commercial Practices In The Internal Market And Amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC And 2002/65/EC of The European

Parliament And of The Council And Regulation (EC) No 2006/2004 of The European Parliament And of The Council (Unfair Commercial Practices Directive);

- 7) Directive 2011/83/EU on Consumer Rights, Amending Council Directive 93/13/EEC And Directive 1999/44/EC of The European Parliament And of The Council And Repealing Council Directive 85/577/EEC And Directive 97/7/EC Of The European Parliament And of The Council;
- 8) Directive (EU) 2019/770 on Certain Aspects Concerning Contracts For The Supply of Digital Content And Digital Services;
- 9) Directive (EU) 2019/771 on Certain Aspects Concerning Contracts For The Sale of Goods, Amending Regulation (EU) 2017/2394 And Directive 2009/22/EC, And Repealing Directive 1999/44/EC;
- 10) Directive (EU) 2019/2161 Enforcement and Modernisation Directive, Amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules;
- 11) Directive (EU) 2024/2853 on Liability for Defective Products and Repealing Council Directive 85/374.

b. Secondary legal material

Secondary legal materials used to support primary legal materials include journals, and books that can be used as references to support this research.

c. Tertiary legal material

Legal materials that support secondary legal materials derived from legal dictionary which are related to the object of research.

5. Method of Data Collecting

The data collecting method through the literature study approach is sourced from secondary data, likewise some data are taken from primary, secondary and tertiary legal material which are related to the object of research.

6. Data Analysis

The comparative legal method may be applied by using elements of the legal system as a starting point for comparison, where the legal system itself includes three main elements, namely: (i) legal structure which includes legal institutions; (ii) legal substance which includes a set of rules or regular behavior; and (iii) legal culture which includes the set of values adhered to. These three elements can be compared individually with each other, or cumulatively.⁴⁴ All legal materials are collected, organized, and analyzed through a normative comparative method. This aims to compare existing legal problems, so that an appropriate solution can be obtained, to provide legal clarity of consumer protection in Indonesia and the Netherlands related to the implementation of the strict liability principle to product reviews through social media.

⁴⁴ *Ibid.*, p. 50-51.

H. Structure Of Writing

This research is structured by dividing into four chapters, as follows:

CHAPTER I is an Introduction consisting of Background of Study, Problem Formulation, Research Objectives. Originality of Research, Operational Definitions, Literature Review, Research Methodology and Structure of Writing.

CHAPTER II is a Theoretical Review; this chapter will discuss in detail theories which relate to problem formulations about the comparative regulations of consumer protection law in Indonesia and the Netherlands in the application of the principle of strict liability to product reviews via social media.

CHAPTER III is Findings and Results. This chapter will answer the two problem formulations. First, it will examine the principle of strict liability applied in the context of product reviews via social media to consumer protection law in the Netherlands. Second, it will examine the challenges and opportunities of regulating the principle of strict liability to product reviews via social media based on Indonesian Consumer Protection Law.

CHAPTER IV is the Closing; in this chapter the Conclusion will be the summary of the answers to the two problem formulations. The Recommendations will be made based on the author's analysis of the two problem formulations.