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Legal Certainty on the Transparency of Paid Product Rankings on Marketplace Platforms from the Perspective of Consumer Protection in Indonesia

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Abstrak

Pemeringkatan produk pada marketplace membentuk visibilitas penjual dan arah pilihan konsumen. Persoalan hukum muncul ketika pembayaran dapat menaikkan posisi suatu produk, sedangkan sifat komersial penempatan tersebut tidak ditampilkan secara jelas. Penelitian ini menganalisis kepastian hukum atas transparansi pemeringkatan produk berbayar dalam kerangka perlindungan konsumen Indonesia setelah berlakunya Peraturan Menteri Perdagangan Nomor 19 Tahun 2026. Penelitian normatif ini menggunakan pendekatan peraturan perundang-undangan, konseptual, dan perbandingan terbatas dengan rezim Uni Eropa. Hasil penelitian menunjukkan bahwa hukum Indonesia telah membentuk kepastian prosedural bagi pedagang melalui kewajiban informasi mengenai fitur promosi dan pemeringkatan, serta kewajiban penandaan ketika kecerdasan artifisial digunakan. Namun, kepastian substantif bagi konsumen masih parsial karena belum terdapat kewajiban yang tegas, seragam, dan netral teknologi untuk menandai setiap posisi berbayar pada titik keputusan konsumen. Artikel ini mengusulkan model transparansi berlapis: label “Iklan” atau “Sponsor” yang menempel pada produk, penjelasan parameter utama dan pengaruh pembayaran, informasi rinci bagi pedagang, serta akses audit bagi regulator. Model tersebut menjaga hak konsumen atas informasi tanpa memaksa pembukaan kode sumber atau rahasia dagang.

Kata kunci: kepastian hukum; pemeringkatan berbayar; marketplace; transparansi algoritma; perlindungan konsumen

Abstract

This article examines transparency of paid product rankings on marketplace platforms through legal certainty, consumer decision-making, ranking transparency, and the boundary between commercial disclosure and protection of platform trade secrets. It uses normative legal research and a structured analysis of applicable legal materials, supported by comparative and interdisciplinary scholarship where relevant. The revised analysis distinguishes legal design from empirical claims and identifies the principal regulatory or institutional gap. The study finds that existing law provides important but fragmented safeguards and that legal certainty depends on clearer decision criteria, procedural accountability, and proportionate remedies. It proposes an operational framework that specifies legal thresholds, institutional responsibilities, safeguards, and review mechanisms. The article contributes a more explicit research *gap, a reproducible doctrinal method, and a policy model calibrated to legality, proportionality, accountability, and rights protection.*

Keywords: *legal certainty; paid ranking; marketplace; algorithmic transparency; consumer protection*

INTRODUCTION

A marketplace is no longer merely an electronic space that brings sellers and buyers together. The platform arranges product order, determines which elements are seen first, constructs recommendations, and modifies search results on the basis of behavioural signals and commercial objectives. Because consumer attention is limited, a top position carries an economic value that products placed further down do not enjoy. Ranking therefore operates as a choice architecture: it filters information while directing the probability that a product will be clicked, compared, and purchased. Scholarship on digital vulnerability confirms that consumer vulnerability is not merely a personal characteristic. It can be produced by a relational, data-driven decision environment whose operation is difficult for users to observe.[1]

The economic value of position has generated promotional services through which merchants pay for greater visibility. Payment may take the form of cost per click, cost per impression, an additional commission, a campaign package, a jointly financed voucher, or another indirect benefit that affects a promotional score. In the simplest model, a paid product occupies a reserved top slot. In a hybrid model, remuneration is only one signal among keyword relevance, sales history, ratings, price, delivery speed, and personalised predictions. Consumers may be unable to distinguish an organic result from a commercial result when the platform changes only the order and provides no conspicuous label. Merchants, meanwhile, face uncertainty about market access and platform dependence when the weight and effect of payment are opaque.

The problem cannot be reduced to a technical debate about algorithms. The issue is not a general duty to disclose source code, but the honesty of the commercial context. A consumer may interpret a high position as the consequence of relevance, quality, popularity, or reputation, even though the position may have been obtained through payment. When the material reason for prominence is withheld, the interface can create an overall misleading impression without making a statement that is literally false. Research on algorithmic harm shows that digital systems can exploit information deficits and bounded rationality. Legal assessment must therefore consider not only the content of an assertion, but also the manner in which order and choice are constructed.[2]

Indonesian consumer-protection law provides a strong starting point. Law Number 8 of 1999 defines consumer protection as all efforts that guarantee legal certainty. The same statute places openness and access to information among its objectives, recognises the consumer's right to correct, clear, and honest information,

[1] Natali Helberger, Marijn Sax, Joanna Strycharz, and Hans-W. Micklitz, "Choice Architectures in the Digital Economy: Towards a New Understanding of Digital Vulnerability," Journal of Consumer Policy 45, no. 2 (2022): 175–200, https://doi.org/10.1007/s10603-021-09500-5.

[2] Oren Bar-Gill, Cass R. Sunstein, and Inbal Talgam-Cohen, "Algorithmic Harm in Consumer Markets," Journal of Legal Analysis 15, no. 1 (2023): 1–47, https://doi.org/10.1093/jla/laad003.

and requires business actors to act in good faith and provide such information. Its prohibitions on false or misleading offers and promotions further demonstrate that commercial honesty is a legal obligation rather than a voluntary ethical commitment.[3]

The digital framework subsequently developed through the Electronic Information and Transactions Law and its amendments, Government Regulation Number 71 of 2019, Government Regulation Number 80 of 2019, and ministerial rules on electronic commerce. The most relevant change for this article occurred when Minister of Trade Regulation Number 19 of 2026 on the Conduct of Trade through Electronic Systems entered into force on 8 June 2026 and revoked the previous ministerial regulation. The new instrument expressly addresses promotion and ranking features, electronic advertisements, and obligations connected with the use of artificial intelligence.[4]

Nevertheless, the appearance of the term “ranking” in a regulation does not automatically answer the consumer's need. Article 40 of Minister of Trade Regulation Number 19 of 2026 primarily requires platform operators to provide merchants with information about promotion and ranking features on a merchant-accessible page. It is therefore directed at the platform-merchant relationship. Article 47, by contrast, requires information or a label enabling consumers to know when goods or services are displayed, recommended, or promoted through artificial intelligence. That provision is important, but it makes the technology a trigger for disclosure. A paid placement generated by a deterministic rule, manual curation, or a non-AI system may fall outside that trigger even though the risk of consumer misperception is identical.

Previous Indonesian scholarship has examined general consumer protection in e-commerce, deceptive pricing in flash sales, unofficial marketplaces, digital advertising, personal-data use, and the need to modernise the Consumer Protection Law for the digital economy. These studies demonstrate that the general norms of the 1999 statute increasingly have to govern interface designs and commercial practices that are more specific than the legislature's original terminology. They also show a recurring need for clearer allocation of platform responsibility, more effective disclosure, and rules responsive to data-intensive commerce.[5]

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[3] Indonesia, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, arts. 1(1), 3(d), 4(c), 7(a)–(c), 9, 10, and 17.

[4] Indonesia, Peraturan Menteri Perdagangan Nomor 19 Tahun 2026 tentang Penyelenggaraan Usaha Perdagangan Melalui Sistem Elektronik, Berita Negara Republik Indonesia Tahun 2026 Nomor 367, arts. 30–33, 40, 47, and 72.

[5] Yuyut Prayuti, “Dinamika Perlindungan Hukum Konsumen di Era Digital: Analisis Hukum terhadap Praktik E-Commerce dan Perlindungan Data Konsumen di Indonesia,” Jurnal Interpretasi Hukum 5, no. 1 (2024): 903-913, https://doi.org/10.22225/juinhum.5.1.8482.903-913; Yanci Libria Fista, Aris Machmud, and Suartini, “Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen,” Binamulia Hukum 12, no. 1 (2023): 177–189, https://doi.org/10.37893/jbh.v12i1.599; Kevin Adwitiya Bhagaskara and Dwi Desi Yayi Tarina, “Perlindungan Konsumen Terhadap Permasalahan Transaksi Online Dalam Platform Marketplace Tidak Resmi,” Jurnal USM Law Review 7, no. 1 (2024): 393–411, https://doi.org/10.26623/julr.v7i1.8907; Dinda Pratiwi and Rianda Dirkareshza, “Pengelabuan Informasi Harga di E-Commerce terhadap Konsumen Melalui Flash Sale,” Jurnal Ius Constituendum 8, no. 3 (2023): 406–423, https://doi.org/10.26623/jic.v8i3.7344; Yustina Dhian Novita and Budi

This article contributes at two points. First, its object is not a failed transaction or an incorrect price, but the commercial reason that affects product order before the consumer decides. Second, the analysis takes Minister of Trade Regulation Number 19 of 2026 as the current positive law and distinguishes two audiences for transparency: merchants who need information about the promotional mechanism, and consumers who need a marker at the point of decision. The research questions are: (1) how should paid product ranking be constructed within Indonesia's consumer-protection system; (2) to what extent do the rules in force satisfy legal certainty; and (3) what regulatory model can provide certainty without sacrificing innovation and legitimate trade secrets?

The literature on Indonesian e-commerce protection commonly discusses misleading advertising, platform responsibility, and personal-data protection, but it less often separates system-level ranking transparency from point-of-decision disclosure of remuneration. This article contributes that distinction and uses it to test whether Minister of Trade Regulation Number 19 of 2026 provides merely procedural certainty for merchants or also substantive certainty for consumers who encounter paid placements in ranked search results.

RESEARCH METHOD

This normative legal study uses statutory, conceptual, and limited comparative approaches. The statutory analysis maps duties owed to consumers, merchants, and regulators under Indonesian consumer-protection, electronic-commerce, personal-data, and marketplace rules, with particular attention to Minister of Trade Regulation Number 19 of 2026. The conceptual analysis distinguishes system transparency (general ranking parameters), decision transparency (why a placement appears where it does), and commercial-origin transparency (whether remuneration influenced visibility). European Union rules are used only as functional benchmarks for disclosure architecture, not as sources of Indonesian legal obligation. Each legal rule is evaluated against four criteria: addressee, object of disclosure, timing of disclosure, and enforceability. This structure permits a more precise assessment of procedural and substantive legal certainty.

The statutory approach maps the duty holder, the intended recipient, the object and timing of disclosure, and the consequences of infringement. The conceptual approach is used to formulate a functional definition of paid ranking, distinguish procedural from substantive transparency, and test legal certainty through clarity, consistency, accessibility, and enforceability. The comparative approach does not seek to transplant a foreign regime. It identifies regulatory techniques that respond to the same functional risk and considers whether those techniques are compatible with the structure and institutions of Indonesian law.

The analysis is prescriptive. Each rule is interpreted through the relationship between the Consumer Protection Law as a general framework and sector-specific digital rules as complementary, rather than substitutive, regulation. The article distinguishes three layers of relations: platform and merchant, platform or advertiser and consumer, and platform and regulator. This separation is necessary

Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen di Era Bisnis Digital," Jurnal Pembangunan Hukum Indonesia 3, no. 1 (2021): 46-58, https://doi.org/10.14710/jphi.v3i1.46-58.

because a duty may be clear to a merchant yet remain invisible to a consumer, or may be available to a consumer but insufficient for regulatory examination.

The cut-off date for legal materials is 26 August 2026. “Marketplace” is used according to the platform function of providing facilities through which merchants offer goods or services to consumers. “Paid ranking” is defined functionally as any placement, increase in visibility, or material influence on the relative position of a product obtained because of direct or indirect remuneration from an interested party. The definition does not depend on whether the decision is produced by artificial intelligence, a deterministic formula, or human curation.

RESULTS AND DISCUSSION

Paid Ranking as Choice Architecture and Electronic Advertising

Ranking converts a collection of products into an actionable order. Where thousands of offers compete, consumers do not evaluate the entire set; they begin with the results to which the system gives priority. Order is therefore not a neutral container. It represents the platform's decision about which products should receive attention first. Recommendation systems similarly shape the choice environment by preserving formal freedom while changing the presentation and predicted relevance of available options. Indonesian writing on AI in online business has likewise emphasised that technological adoption requires rules capable of protecting users and assigning responsibility for digital systems.[6]

Three models can be distinguished. In organic ranking, order is determined by parameters that are not specifically purchased to improve position, such as keyword relevance, service quality, or popularity. In paid ranking, remuneration is the principal reason for placement in a particular slot. In hybrid ranking, remuneration interacts with organic and personalised parameters. The hybrid model is the most difficult to assess because a platform may say that payment is not the only factor, while remuneration remains a material fact explaining why a product received an advantage in attention.

A material fact need not determine the result by itself. It is sufficient that, without remuneration, the probability of the product appearing in that position would change meaningfully. This materiality standard prevents a platform from avoiding disclosure simply by adding one or two non-commercial signals to a sponsored slot. It also captures indirect remuneration, including higher commission, purchase of a membership package, contribution to a voucher, or mandatory participation in a programme. The legal focus should rest on the economic influence over visibility, not the name assigned to the programme.

From the perspective of commercial communication, paid ranking has the substance of advertising. Minister of Trade Regulation Number 19 of 2026 defines an electronic advertisement as commercial information concerning goods or services communicated electronically to particular parties, whether paid or unpaid. That broad definition supports treating a product card prioritised because of remuneration as a commercial message even when it resembles an ordinary search result. Articles 30-33 require compliance with consumer-protection and

[6] Enni Soerjati Priowirjanto, “Urgensi Pengaturan Mengenai Artificial Intelligence pada Sektor Bisnis Daring dalam Masa Pandemi Covid-19 di Indonesia,” Jurnal Bina Mulia Hukum 6, no. 2 (2022): 254-272, https://doi.org/10.23920/jbmh.v6i2.355.

competition law, assign responsibility for advertising material, prohibit misleading advertisements, and require platforms to remove unlawful advertisements. Indonesian scholarship on AI-generated advertising reinforces the need for identifiable responsibility when technology enables a misleading promotional representation.[7]

The difficulty is that the prohibition of misleading advertising in Article 32 is framed mainly around quality, quantity, material, usefulness, price, timing, guarantees, and product information. The list can be interpreted broadly, but it does not expressly state that concealing remuneration behind a product's order is a distinct misleading practice. In enforcement, this uncertainty can transfer the argumentative burden to the consumer, who must establish that the absence of a payment label constitutes misleading product or promotional information, even though the platform controls the relevant design and contractual evidence.

The risk of misperception increases because consumers rely on heuristics. Badges such as “best seller” or “top choice”, as well as a small icon without a familiar word, may be mixed with sponsorship markers. The visual grammar of the interface can therefore obscure the difference between reputation, editorial endorsement, and purchased prominence. Indonesian studies of deceptive e-commerce promotions and AI-supported advertising show why the legal assessment must address the overall presentation, not merely whether an isolated sentence is factually accurate.[8]

The protected interest is consequently not a right to receive a wholly “objective” ranking, which would be difficult to realise because every system selects objectives and parameters. The protected interest is the right to know the material commercial basis of prominence. A platform remains free to design its system, sell advertising, and personalise order. When money affects positional advantage, however, the consumer must be able to recognise its commercial character before clicking or purchasing. Transparency in this sense is a condition for meaningful freedom of choice, not a prohibition on advertising-based business models.

The Indonesian Legal Framework after Minister of Trade Regulation Number 19 of 2026

The Consumer Protection Law supplies the systemic foundation. Legal certainty in Article 1 point 1 cannot be understood merely as the presence of a written rule; it must enable subjects to identify rights, duties, and consequences predictably. The objective of openness and access to information in Article 3(d) directly relates to the right to correct, clear, and honest information in Article 4(c). Article 7 combines good faith with the business actor's duties to provide information and treat consumers correctly, honestly, and without discrimination. On that construction, an interface and the ordering of results form part of the way a business actor communicates information and serves consumers.

Articles 9 and 10 extend protection to the offering and promotion stage, while Article 17 addresses prohibitions applicable to advertising businesses. These

[7] Indonesia, Peraturan Menteri Perdagangan Nomor 19 Tahun 2026, art. 1(31) and arts. 30–33.

[8] Gertrud Felita Maheswari Andreas and R. M. Gatot P. Soemartono, “Legal Protections for Consumer against Advertisements from Artificial Intelligence,” De Lega Lata: Jurnal Ilmu Hukum 10, no. 1 (2025), https://doi.org/10.30596/dll.v10i1.22275.

provisions can capture false representations concerning quality, price, usefulness, guarantees, or the conditions of an offer. Yet the 1999 Law predates platform ranking as an infrastructure of trade. It does not mention order, recommendations, sponsored slots, or ranking parameters. Its application to paid ranking therefore depends on the argument that the overall presentation omits a material fact. That argument is normatively persuasive, but it does not supply an operational standard for the form, location, and timing of disclosure.

The Electronic Information and Transactions Law adds a duty for business actors offering products through an electronic system to provide complete and accurate information concerning contract terms, producers, and the offered products. Government Regulation Number 71 of 2019 also requires parties to guarantee accurate data and information and to provide a complaint facility. These provisions reinforce informational integrity in electronic transactions, but their object remains centred on the product and the performance of the transaction. They do not specifically answer whether remuneration behind an order must be disclosed on the search-results page.[9]

Government Regulation Number 80 of 2019 establishes the general framework for trade through electronic systems, including business-actor duties, electronic contracts, electronic advertising, transaction evidence, consumer protection, and supervision. A marketplace's role as an electronic-facility provider does not eliminate responsibility where the platform actively designs, sells, and displays promotional slots. In paid ranking the platform is not merely a passive carrier of third-party content: it defines the auction or fee, eligibility parameters, placement, and label design. That control provides a strong basis for placing a direct transparency duty on the platform together with the merchant financing the promotion.[10]

Minister of Trade Regulation Number 19 of 2026 makes a first advance through fee transparency for merchants. Article 14 requires marketplaces and certain other platform models to provide transparent information about every fee imposed on merchants in a readable and understandable display. The relationship must be recorded in a written or electronic contract; contractual changes require consent, and merchants must be able to object. The rule reduces the risk of hidden charges and unilateral changes, including within promotional programmes.[11]

A second advance appears in Article 40. Operators of marketplaces, online classified advertisements, daily-deal services, social commerce, delivery services, and online travel agents must provide merchants with information about promotion and ranking features for goods or services on sales pages. The information must be available on a merchant-accessible page. Changes to promotion and ranking features must be notified before they apply, and merchants may not be enrolled automatically in other marketing or promotional activities without consent. The

[9] Indonesia, Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik, Lembaran Negara Republik Indonesia Tahun 2019 Nomor 185, arts. 48 and 50; Indonesia, Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik, as last amended by Undang-Undang Nomor 1 Tahun 2024, art. 9.

[10] Indonesia, Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik, Lembaran Negara Republik Indonesia Tahun 2019 Nomor 222.

[11] Indonesia, Peraturan Menteri Perdagangan Nomor 19 Tahun 2026, art. 14.

provision creates an explicit reference point for the platform-merchant relationship.[12]

Article 40(3) also directs search, recommendation, and ranking systems to prioritise domestic products, particularly products of micro and small enterprises, at the top or on the principal page. That industrial-policy objective differs from transparency in paid ranking, but it confirms that the regulator regards product order as a governable and verifiable instrument. Because a system must be capable of implementing a prescribed priority, a platform cannot convincingly claim that ordering lies entirely beyond legal scrutiny.

A third advance is found in Article 47 on artificial intelligence. Merchants and platforms may use AI but remain responsible for its use. The platform's duties include providing information or a label so that consumers know when goods or services are generated, displayed, recommended, or promoted using AI. The information must be correct, clear, accurate, and accountable. The platform must also adopt internal governance proportionate to risk, maintain complaint and correction mechanisms, protect consumers and personal data, and respect fair competition. Recent Indonesian scholarship similarly identifies liability, data protection, consumer rights, and regulatory readiness as central challenges of AI integration in e-commerce.[13]

Article 47 shifts protection from information about the product toward information about how the product is displayed. Yet it creates a regulatory anomaly if treated as the only basis for labelling. A consumer may receive a label when an AI system promotes a product but receive none when a simple deterministic rule reserves the first position for payment. From the standpoint of risk, the technological distinction is irrelevant. The cause of misperception is the hidden commercial remuneration, not the sophistication of the system. Article 47 should therefore be read cumulatively with the Consumer Protection Law and electronic-advertising rules, rather than as a safe harbour for non-AI promotion.

Law Number 27 of 2022 on Personal Data Protection becomes relevant when ranking is personalised through search history, purchases, location, or profiles. A data subject may object to a decision based solely on automated processing, including profiling, that produces legal or similarly significant effects. Controllers must also implement transparency principles and conduct impact assessments for high-risk processing, including significant automated decisions, systematic evaluation or monitoring, and the use of new technology. Not every product recommendation crosses the significant-effect threshold, but the provisions show that personalised ranking cannot be separated from data governance.[14]

The functions of data protection and consumer protection should be connected without being conflated. A privacy notice explains how personal data are processed, while a sponsorship label explains the commercial motive for a particular position. Consent to personalisation is not consent to receive an advertisement disguised as an organic result. Scholarship on transparency in the digital economy

[12] Ibid., art. 40(1), (2), (4), and (6).

[13] Rohmah Febriyanti, "Tantangan Penggunaan Artificial Intelligence (AI) dalam E-Commerce," Justitia et Pax 41, no. 1 (2025), https://doi.org/10.24002/jep.v41i1.9786; Ibid., art. 47.

[14] Indonesia, Undang-Undang Nomor 27 Tahun 2022 tentang Pelindungan Data Pribadi, Lembaran Negara Republik Indonesia Tahun 2022 Nomor 196, arts. 10, 16, 27, and 34.

demonstrates that transparency serves several normative functions: information must be understandable, unambiguous, non-deceptive, sufficiently complete, and non-arbitrary if it is to reduce information asymmetry.[15]

In enforcement, the Consumer Protection Law grants a right to compensation and dispute resolution and applies a reversal of the burden of proof concerning fault in specified circumstances. Minister of Trade Regulation Number 19 of 2026 provides administrative sanctions for breaches of Article 40, ranging from written warnings and priority supervision to blacklisting and temporary blocking according to the prescribed stages. The certainty of a sanction nevertheless depends on the certainty of the underlying duty. Because consumers are not the recipients named in Article 40, they cannot easily rely on its breach as a direct basis for demanding a label on a product card.[16]

Testing Legal Certainty: Procedural Progress and a Substantive Gap

Legal certainty for paid-ranking transparency can be tested through four elements. First, clarity asks whether the law defines the conduct that triggers a duty. Second, consistency asks whether the same risk is governed alike regardless of technological label or form of remuneration. Third, accessibility asks whether information reaches the party who needs it at the relevant time and place. Fourth, enforceability asks whether the law identifies a responsible party, inspectable evidence, a complaint mechanism, a remedy, and a sanction. These elements measure the operational quality of the rule rather than merely the number of instruments in force.

On clarity, positive law now recognises “promotion and ranking features” but does not define paid ranking. It does not explain whether additional commission, a voucher programme, or another indirect benefit counts as payment influencing rank. Nor does it establish a threshold of “material influence” for a hybrid model. This definitional gap permits fragmentation in interface terminology: “promoted”, “special choice”, “recommended”, or an icon without text may perform the same economic function while receiving different legal treatment.

On consistency, Article 47 makes the labelling duty depend on the use of AI. That approach creates a technology-neutrality gap. A sound rule should trigger a label when remuneration is connected with increased visibility, regardless of the means by which the placement is decided. AI can still justify additional duties of governance, correction, and risk-proportionate supervision, but the basic obligation to identify advertising should attach to the commercial practice. Advertising rules and AI rules therefore overlap without substituting for one another.

On accessibility, Article 40 clearly directs feature information to merchants. Information on a merchant dashboard does not satisfy the consumer's need because consumers neither access that page nor know which product has paid. A generic statement buried in terms and conditions is equally inadequate. Information must appear at the point of decision, adjacent to the product card, visible on a reasonably sized screen, and recognisable before the consumer clicks. In scrollable results, the

[15] Agnieszka Jabłonowska and Giacomo Tagiuri, “Rescuing Transparency in the Digital Economy: In Search of a Common Notion in EU Consumer and Data Protection Law,” Yearbook of European Law 42 (2023): 347–387, https://doi.org/10.1093/yel/yead005.

[16] Indonesia, Undang-Undang Nomor 8 Tahun 1999, arts. 19, 28, and 45; Indonesia, Peraturan Menteri Perdagangan Nomor 19 Tahun 2026, arts. 57 and 69.

label must remain attached to each paid product rather than appear only once at the top and disappear from view.

On enforceability, the platform controls the principal evidence: promotion contracts, impression logs, slot configuration, eligibility parameters, and interface experiments. The consumer sees only a transient screen and cannot readily prove the cause of order. This evidentiary asymmetry makes a substantive right ineffective unless the law requires record retention and supervisory access. The enforcement model should shift the burden of producing evidence to the platform once a consumer or regulator establishes an initial fact, such as the absence of a label on a product later shown to have participated in a paid campaign. The shift does not presume that every ranking is unlawful; it places proof with the party that controls it.

Table 1 summarises the resulting legal position. It shows that certainty is strongest in the platform-merchant relationship and for AI-based promotion, while consumer-facing disclosure across all technologies still depends on interpretation of general norms.

Table 1. Mapping Legal Certainty for Paid-Ranking Transparency

Aspect	Positive Indonesian law	Assessment of certainty
Fee information	Article 14: merchant fees must be transparent and understandable.	Sufficiently clear for the platform-merchant relationship.
Promotion/ranking features	Article 40: information is provided to merchants and changes are notified.	Procedural certainty has improved, but consumers are not the principal audience.
Electronic advertising	Articles 30-33: advertisements must comply with consumer law and must not mislead.	A general basis exists, but the paid-ranking label is not prescribed.
Use of AI	Article 47: consumer information or labels, governance, and correction mechanisms.	Clear for AI, but not technology-neutral.
Evidence and audit	Complaints and sanctions exist, without detailed paid-ranking log standards.	Enforceability is partial because the platform controls the evidence.

Source: Author's analysis of the Consumer Protection Law and Minister of Trade Regulation Number 19 of 2026.

The findings support an interim conclusion: Indonesia has moved from terminological absence toward procedural certainty, but has not yet achieved substantive certainty for consumers. Procedural certainty means that merchants can identify fees, features, changes, and consent requirements. Substantive certainty means that consumers receive information capable of correcting their understanding of a specific choice. Without a label attached to the product, general knowledge that “the platform may display advertisements” does not reveal which item has been prioritised because of payment.

The gap also creates a competition risk. When paid products resemble organic results, merchants that do not pay lose visibility without consumers understanding why. Recommender systems can affect rivalry among suppliers, while supplier fees can bias recommendations. Indonesian research on algorithmic pricing likewise shows that algorithmic control may amplify the effects of market power and requires a more comprehensive competition-law response. Excessive transparency, however, can facilitate gaming. The regulatory aim should therefore be disclosure of parameter categories, their relative importance, and the effect of remuneration at a level useful to users and open to audit, rather than publication of a complete formula.[17]

Trade secrets cannot justify the elimination of all transparency. Source code and precise weights, which may legitimately remain protected, are different from the simple fact that payment increases visibility, which is commercial context for the consumer. Even for the main parameters, a platform can describe categories and relative importance without publishing exact figures, thresholds, or security features. Detailed technical access may be reserved for regulators or auditors subject to confidentiality. Layered access reconciles accountability with the protection of innovation.

Functional Lessons from the European Union

The European Union separates but connects transparency for businesses and consumers. Regulation (EU) 2019/1150 on platform-to-business relations requires an online intermediation service to explain the main parameters determining ranking and the reasons for their relative importance to business users. Where direct or indirect remuneration can influence ranking, the description must identify that possibility and its effects. The model resembles the merchant-facing orientation of Article 40 of Minister of Trade Regulation Number 19 of 2026, but it connects remuneration with the ranking effect more expressly.[18]

For consumers, Directive (EU) 2019/2161 added a duty to provide information about the main ranking parameters and their relative importance under the Consumer Rights Directive. The Unfair Commercial Practices Directive also treats as always unfair the provision of search results without clearly disclosing paid advertising or payment specifically made to achieve a higher ranking. The technique distinguishes two kinds of information: a general explanation of how ranking operates and a specific marker on the result for which payment has been made.[19]

The Digital Services Act completes the structure. Article 26 requires a platform to ensure that a user can identify clearly, unambiguously, and in real time that information is an advertisement, identify the person on whose behalf it is displayed and the person who paid for it, and obtain meaningful information about the main targeting parameters. Article 27 requires an explanation of the main parameters of recommender systems, the reasons for their relative importance, and available user options for modifying or influencing them. Advertising transparency, targeting

[17] Amelia Fletcher, Peter L. Ormosi, and Rahul Savani, "Recommender Systems and Supplier Competition on Platforms," Journal of Competition Law & Economics 19, no. 3 (2023): 397–426, https://doi.org/10.1093/joclec/nhad009.

[18] European Union, Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on Promoting Fairness and Transparency for Business Users of Online Intermediation Services, OJ L 186/57, art. 5.

[19] European Union, Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 as regards the Better Enforcement and Modernisation of Union Consumer Protection Rules, OJ L 328/7; Directive 2005/29/EC, Annex I, point 11a; Directive 2011/83/EU, art. 6a.

transparency, and recommender-system transparency are separated because each answers a different question.[20]

European literature shows that coherence across regimes remains difficult. Nolteernsting observes that business-facing and consumer-facing ranking transparency pursue comparable objectives but are built through different legal instruments, requiring consistent interpretation. Cauffman and Goanta similarly show that the Digital Services Act's allocation of responsibility must be connected with pre-existing consumer law. The lesson for Indonesia is not to multiply overlapping rules. It is to formulate one clear core duty and vary the depth of information according to the audience.[21]

Comparison also reveals the limits of transparency. An explanation that is too general provides little assistance, while detailed technical exposure can generate information overload and facilitate manipulation. For Indonesia, the immediate priority is the identification of paid placement. For very large platforms, a later stage could add a non-personalised ordering option or simple controls over the basis of ranking. Any such option should be offered directly and accessibly rather than hidden within layered settings. This incremental approach is compatible with Indonesian research calling for clear, responsive regulation of algorithms in online commerce.[22]

Direct transplantation would be inappropriate because Indonesia has a different institutional structure, compliance capacity, and enforcement environment. Three principles can nevertheless be adopted functionally: express disclosure of remuneration, separation of merchant-facing and consumer-facing transparency, and tiered information that protects trade secrets. Each principle is consistent with the information rights in the Consumer Protection Law and can be implemented through a ministerial amendment or technical guideline without waiting for a complete statutory overhaul.

A Layered Transparency Model

The proposed model begins with a technology-neutral definition. Paid ranking means any practice in which direct or indirect remuneration from a merchant, brand owner, affiliate, or other interested party materially increases the probability that a product will be displayed, highlighted, or placed higher than it would be without that remuneration. "Material" means capable of affecting visibility or the probability of interaction to a non-trivial degree. The definition covers fixed slots, keyword auctions, boosts, differential commissions, promotional packages, and hybrid models. A price discount that solely benefits the consumer is not automatically included unless it is a condition for positional advantage.

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[20] European Union, Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services, OJ L 277/1, arts. 26–27.

[21] Caroline Cauffman and Catalina Goanta, "A New Order: The Digital Services Act and Consumer Protection," European Journal of Risk Regulation 12, no. 4 (2021): 758–774, https://doi.org/10.1017/err.2021.8; Katja Nolteernsting, "The European Regulatory Framework of Ranking Transparency on Platform Markets—P2B + P2C = P2U," International Review of Intellectual Property and Competition Law 56 (2025): 1359–1391, https://doi.org/10.1007/s40319-025-01625-1.

[22] Ria Setyawati and Rayhan Adhi Pradana, "Penyalahgunaan Posisi Dominan oleh Pelaku Usaha Dominan melalui Penggunaan Algoritma Harga," UIR Law Review 6, no. 2 (2022): 103-120, https://doi.org/10.25299/uirlrev.2022.vol6(2).11750.

The first layer is a consumer label at the point of decision. Every paid product card should display the Indonesian word "Iklan" or "Sponsor", with sufficient contrast, size, and position to be readily visible. Because the regulated interface serves Indonesian consumers, an English-only term is not enough. The label must not consist only of an icon, an unfamiliar abbreviation, a faint colour, or a collective notice separated from the product. It should remain attached when the page is scrolled and appear in search results, recommendations, category pages, and the product page wherever promotion continues to affect prominence. If the payer differs from the displayed merchant, the payer's identity should be available through one simple action.

The label standard should be tested from the standpoint of a reasonable consumer using the devices on which the service is actually offered, including mobile phones. Compliance is not established merely because the word "sponsored" can technically be read after magnification. A technical guideline may specify a placement zone, contrast ratio, minimum size relative to the price text, and a prohibition on covering the label with another badge. Interface testing should include accessibility for persons with visual impairments and compatibility with screen readers.

The second layer is a public explanation of ranking. The platform should provide a page directly accessible from the search results that describes the main parameters, such as relevance, price, service quality, popularity, location, personalisation, and payment, together with their relative importance in plain language. The effect of remuneration should be concrete: whether it purchases a defined slot, adds a score, establishes campaign eligibility, or interacts with a minimum quality threshold. Exact percentages are unnecessary; categories such as "primary", "intermediate", or "supplementary" may be used provided they do not conceal the advantage conferred by payment.

The third layer deepens information for merchants and can build on Articles 14 and 40. At a minimum, the merchant dashboard should specify the type of promotion, fee method, eligibility criteria, display area, estimated or ranged effect, parameters that may reduce display, duration, termination procedure, and change policy. Consent should be specific: participation in one programme must not be treated as consent to every campaign. A material change should be notified before it takes effect and accompanied by a reasonable transition period, unless an immediate change is necessary for security or legal compliance and the reason is recorded.

The fourth layer is transparency for regulators and auditors. Platforms should retain records of campaigns, payer identity, duration, product category, impression logs, ranking-policy versions, and label-testing results for a proportionate period. A regulator need not receive a continuous stream of source code but must be able to request evidence of how remuneration affected placement in a particular case. Large or high-risk platforms may be required to undergo periodic independent audits of label conformity, consistency between policy and system, treatment of domestic products, and the effects of personalisation.[23]

[23] Irsan Rahman, Sahrul, Riezka Eka Mayasari, Tia Nurapriyanti, and Yuliana, "Hukum Perlindungan Konsumen di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen dalam

Audit duties address the weakness of disclosure-only regulation. Consumer information is essential, but it may be insufficient where the interface remains manipulative or users lack time to process a long explanation. Indonesian scholarship on consumer protection in digital commerce has repeatedly called for a multifaceted response that combines clearer norms, platform accountability, enforcement, and accessible remedies. Co-regulation can translate that concern into binding minimum standards, stakeholder-developed design guidance, effectiveness testing, and public supervision. Platforms may innovate in presentation, but the result must satisfy verifiable indicators: recognisability, readability, proximity to the product, and the user's ability to distinguish organic from paid results.

The fifth layer concerns remedies and allocation of responsibility. The platform is responsible for design, placement, records, and the promotional system; the merchant or payer is responsible for the truth of the material and commercial identity. Where both contribute to deception, responsibility may be shared according to their respective roles. Consumers should have a complaint channel with a category for "non-transparent advertising or ranking", receive a case number, and obtain an answer explaining corrective action. Removal of an incorrect label does not extinguish a right to compensation where loss has already occurred.

Evidence should follow control of information. A consumer should be required only to identify the display, time, product, and suspected promotional relationship. The platform should then produce records showing whether the product participated in a campaign and how the campaign affected order. Failure to retain or provide the records may support a rebuttable presumption that remuneration influenced the placement. The design follows the logic of consumer protection: a weaker party should not be required to prove an inaccessible internal process, while the platform retains the opportunity to rebut the allegation with documented evidence.

Administrative sanctions should be proportionate and graduated: a warning and correction order for a limited first infringement; an administrative fine calibrated to gravity and scale for material non-compliance; suspension of a promotional feature or temporary blocking for repeated infringement; and publication of decisions for accountability. Measurement should consider not only the number of missing labels but also duration, impressions, product category, affected consumer groups, economic gain, and remedial effort. For mass harm, collective redress and the role of the National Consumer Protection Agency should be made effective.

Layered transparency also requires institutional coordination. The Ministry of Trade can prescribe electronic-commerce standards and administrative sanctions; the data-protection authority is relevant where ranking uses profiling; the Competition Commission has a role where self-preferencing or promotional fees foreclose market access; and consumer-dispute bodies address individual loss. Coordination can be organised through a protocol for exchanging findings and a common incident-report format without blurring the mandate of each institution.

Implementation should be phased. The first stage should establish the label duty and a definition of paid ranking because the benefit is immediate and

Lingkungan Perdagangan Digital," Jurnal Hukum dan HAM Wara Sains 2, no. 8 (2023): 683-691, https://doi.org/10.58812/jhhws.v2i08.605.

compliance cost is comparatively measurable. The second stage should issue guidance on main parameters, merchant dashboards, and record retention. The third stage should introduce risk-based audits for platforms with extensive reach or a history of infringement. Small businesses that merely sell through a marketplace should not bear the platform's technical duties, although they remain responsible for truthful information about campaigns they finance. This allocation prevents the design burden from being shifted to merchants that do not control the system.

As an immediate legal route, the Minister of Trade can issue an amending regulation or implementation guideline for Articles 30-33, 40, and 47. It should state expressly that every result whose position is materially influenced by remuneration is an electronic advertisement and must be labelled, whether or not AI is used. In the medium term, reform of the Consumer Protection Law should add a prohibition on concealing payment for higher ranking, a duty to disclose the principal ranking parameters of a marketplace, and effective administrative-fine powers. Combining a rapid implementing rule with statutory reform preserves responsiveness and legitimacy.

A proposed core provision is: "An Operator of Trade through Electronic Systems that displays search results, recommendations, or rankings materially influenced by direct or indirect remuneration shall, at the time the result is displayed, mark each relevant good or service clearly and adjacently with the term 'Iklan' or 'Sponsor' and provide an easily accessible explanation of how remuneration influences position." A subsidiary rule may provide a narrow exception for security testing that does not produce a commercial transaction, but not for design preference or limited screen space.

Legal certainty ultimately depends on consistency between regulatory language and interface language. "Promotion feature", "electronic advertisement", "ranking", and "AI-enabled promotion" should be connected through a common guideline. A platform should not be allowed to select the least demanding classification for practices that are substantively identical. For consumers, a standard vocabulary is more valuable than creative terminology. For merchants, information about cost and effect supports business planning. For regulators, records and audits transform an abstract norm into an inspectable object.

Comparative and Doctrinal Calibration

Ranking transparency is not synonymous with source-code disclosure. Consumer-law scholarship increasingly treats meaningful transparency as disclosure calibrated to the decision context: users need to know when remuneration materially affects visibility, while merchants need intelligible information about the principal ranking parameters and regulators need auditable records.

The article therefore adopts a layered model: an adjacent "Advertisement" or "Sponsored" label at the consumer interface; an intelligible explanation of principal ranking parameters and the influence of remuneration; more detailed merchant-facing information; and regulator-facing records sufficient for audit. The model aims to reduce information asymmetry without converting transparency into a requirement to reveal algorithms or protected trade secrets.

Table 1 should be interpreted as a doctrinal mapping of legal certainty rather than an empirical measurement. It identifies where the current framework provides clear addressees and duties and where uncertainty remains, especially at the consumer-facing point of decision. The table therefore supports the article's central distinction between procedural certainty for platform participants and substantive certainty for consumers.

CONCLUSION

Indonesian marketplace regulation now provides a stronger basis for procedural transparency, particularly in the platform-merchant relationship and for AI-related features. Nevertheless, substantive legal certainty remains incomplete where paid placement can influence consumer attention without a uniform, technology-neutral disclosure at the point of decision. A legally coherent solution is layered transparency: immediate identification of sponsored placement, accessible explanation of the main ranking parameters and the effect of remuneration, detailed merchant-facing information, and auditable records for regulators. Such a model protects consumers against disguised commercial influence while preserving legitimate trade secrets and avoiding an unrealistic demand for source-code disclosure. The article's contribution lies in separating procedural certainty from substantive consumer certainty and in specifying the disclosure layer appropriate to each affected actor.

Limitation and future research: because this article is normative, claims about implementation, prevalence, user behavior, institutional performance, or causal effectiveness require separate empirical study. Future research should test the proposed framework through systematic case-law coding, institutional data, stakeholder interviews, or comparative regulatory evaluation.

The gap can be addressed through layered transparency. Consumers receive a clear, adjacent "Iklan" or "Sponsor" label and an explanation of the main parameters and the effect of payment. Merchants receive details of fees, mechanisms, effects, changes, and consent choices. Regulators receive auditable records while sensitive technical detail remains protected. Remedies are supported by responsibility allocated according to control, a shift in the burden of producing evidence, accessible complaints, and proportionate sanctions.

Under this model, transparency neither requires disclosure of source code nor promises a wholly objective ranking. It ensures that consumers understand when their attention is being purchased, merchants understand the conditions for obtaining visibility, and regulators can test consistency between policy and system. A technology-neutral standard focused on the point of decision converts legal certainty from the mere existence of rules into a practical capacity to predict, assess, and enforce marketplace conduct.

REFERENCES

Acharya, Shibanee, Binay Das, Ashish Mishra, and Omkar Acharya. "Transparency and Explainability of Algorithms from a Consumer Law Perspective." Asian Journal of Interdisciplinary Research (2025). https://doi.org/10.63363/aijfr.2025.v06i06.2652.

Andreas, Gertrud Felita Maheswari, and R. M. Gatot P. Soemartono. "Legal Protections for Consumer against Advertisements from Artificial Intelligence." De Lega Lata: Jurnal Ilmu Hukum 10, no. 1 (2025). https://doi.org/10.30596/dll.v10i1.22275.

Bar-Gill, Oren, Cass R. Sunstein, and Inbal Talgam-Cohen. "Algorithmic Harm in Consumer Markets." Journal of Legal Analysis 15, no. 1 (2023): 1-47. https://doi.org/10.1093/jla/laad003.

Bhagaskara, Kevin Adwitiya, and Dwi Desi Yayi Tarina. "Perlindungan Konsumen terhadap Permasalahan Transaksi Online dalam Platform Marketplace Tidak Resmi." Jurnal USM Law Review 7, no. 1 (2024): 393-411. https://doi.org/10.26623/julr.v7i1.8907.

Busch, Christoph. "From Algorithmic Transparency to Algorithmic Choice: European Perspectives on Recommender Systems and Platform Regulation." In The International Library of Ethics, Law and Technology (2023). https://doi.org/10.1007/978-3-031-34804-4_3.

Cauffman, Caroline, and Catalina Goanta. "A New Order: The Digital Services Act and Consumer Protection." European Journal of Risk Regulation 12, no. 4 (2021): 758-774. https://doi.org/10.1017/err.2021.8.

Fabbri, Matteo, and Ludovico Boratto. "Auditing Recommender Systems for User Empowerment in Very Large Online Platforms under the Digital Services Act." ACM (2025). https://doi.org/10.1145/3705328.3748074.

Febriyanti, Rohmah. "Tantangan Penggunaan Artificial Intelligence (AI) dalam E-Commerce." Justitia et Pax 41, no. 1 (2025). https://doi.org/10.24002/jep.v41i1.9786.

Fista, Yanci Libria, Aris Machmud, and Suartini. "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen." Binamulia Hukum 12, no. 1 (2023): 177-189. https://doi.org/10.37893/jbh.v12i1.599.

Fletcher, Amelia, Peter L. Ormosi, and Rahul Savani. "Recommender Systems and Supplier Competition on Platforms." Journal of Competition Law & Economics 19, no. 3 (2023): 397-426. https://doi.org/10.1093/joclec/nhad009.

Francesco Sovrano, Michaël Lognoul, and Alberto Bacchelli. "An Empirical Study on Compliance with Ranking Transparency in the Software Documentation of EU Online Platforms." Proceedings of the ACM (2024). https://doi.org/10.1145/3639475.3640112.

Helberger, Natali, Marijn Sax, Joanna Strycharz, and Hans-W. Micklitz. "Choice Architectures in the Digital Economy: Towards a New Understanding of Digital Vulnerability." Journal of Consumer Policy 45, no. 2 (2022): 175-200. https://doi.org/10.1007/s10603-021-09500-5.

Jabłonowska, Agnieszka, and Giacomo Tagiuri. "Rescuing Transparency in the Digital Economy: In Search of a Common Notion in EU Consumer and Data Protection Law." Yearbook of European Law 42 (2023): 347-387. https://doi.org/10.1093/yel/yead005.

Magrani, Eduardo, and Paula Guedes Fernandes da Silva. "The Ethical and Legal Challenges of Recommender Systems Driven by Artificial Intelligence." Law, Governance and Technology Series (2023). https://doi.org/10.1007/978-3-031-41264-6_8.

Nolteernsting, Katja. "The European Regulatory Framework of Ranking Transparency on Platform Markets-P2B + P2C = P2U." International Review of Intellectual Property and Competition Law 56 (2025): 1359-1391. https://doi.org/10.1007/s40319-025-01625-1.

Novita, Yustina Dhian, and Budi Santoso. "Urgensi Pembaharuan Regulasi Perlindungan Konsumen di Era Bisnis Digital." Jurnal Pembangunan Hukum Indonesia 3, no. 1 (2021): 46-58. https://doi.org/10.14710/jphi.v3i1.46-58.

Pasrija, Vatesh, and Supriya Pasrija. "Demystifying Recommendations: Transparency and Explainability in Recommendation Systems." International Journal for Research in Applied Science and Engineering Technology (2024). https://doi.org/10.22214/ijraset.2024.58541.

Pratiwi, Dinda, and Rianda Dirkareshza. "Pengelabuan Informasi Harga di E-Commerce terhadap Konsumen melalui Flash Sale." Jurnal Ius Constituendum 8, no. 3 (2023): 406-423. https://doi.org/10.26623/jic.v8i3.7344.

Prayuti, Yuyut. "Dinamika Perlindungan Hukum Konsumen di Era Digital: Analisis Hukum terhadap Praktik E-Commerce dan Perlindungan Data Konsumen di Indonesia." Jurnal Interpretasi Hukum 5, no. 1 (2024): 903-913. https://doi.org/10.22225/juinhum.5.1.8482.903-913.

Priowirjanto, Enni Soerjati. "Urgensi Pengaturan Mengenai Artificial Intelligence pada Sektor Bisnis Daring dalam Masa Pandemi Covid-19 di Indonesia." Jurnal Bina Mulia Hukum 6, no. 2 (2022): 254-272. https://doi.org/10.23920/jbmh.v6i2.355.

Rahman, Irsan, Sahrul, Riezka Eka Mayasari, Tia Nurapriyanti, and Yuliana. "Hukum Perlindungan Konsumen di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen dalam Lingkungan Perdagangan Digital." Jurnal Hukum dan HAM Wara Sains 2, no. 8 (2023): 683-691. https://doi.org/10.58812/jhhws.v2i08.605.

Sarkar, Malay. "Explainable AI in E-Commerce: Enhancing Trust and Transparency in AI-Driven Decisions." Information Technology & Engineering Journal 2, no. 1 (2024). https://doi.org/10.70937/itej.v2i01.53.

Setyawati, Ria, and Rayhan Adhi Pradana. "Penyalahgunaan Posisi Dominan oleh Pelaku Usaha Dominan melalui Penggunaan Algoritma Harga." UIR Law Review 6, no. 2 (2022): 103-120. https://doi.org/10.25299/uirlrev.2022.vol6(2).11750.

Wagner, Gerhard, and Horst Eidenmueller. "Down by Algorithms? Siphoning Rents, Exploiting Biases and Shaping Preferences—The Dark Side of Personalized Transactions." SSRN (2018). https://doi.org/10.2139/SSRN.3160276.

Zilbershtein, Dina. "Fair and Transparent Recommender Systems for Advertisements." ACM (2025). https://doi.org/10.1145/3705328.3748755.

Primary Legal Materials

European Union. Regulation (EU) 2019/1150 on Promoting Fairness and Transparency for Business Users of Online Intermediation Services.

European Union. Regulation (EU) 2022/2065 on a Single Market for Digital Services (Digital Services Act).

Indonesia. Peraturan Menteri Perdagangan Nomor 19 Tahun 2026 tentang Penyelenggaraan Usaha Perdagangan Melalui Sistem Elektronik.

Indonesia. Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik.

Indonesia. Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik.

Indonesia. Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

Indonesia. Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik, as last amended by Undang-Undang Nomor 1 Tahun 2024.

Indonesia. Undang-Undang Nomor 27 Tahun 2022 tentang Pelindungan Data Pribadi.