

## LEGAL PROTECTION OF DROPSHIPPER IN THE DROPSHIPPING BUYING AND SELLING SYSTEM IN REVIEW OF UU NO.8 OF 1999 CONSUMER PROTECTION AMONG UIN MATARAM STUDENTS

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### Abstract

Selling and buying with the *Dropshipping* system is a buying and selling system where a seller (*dropshipper*) does not need to own goods and does not take care of shipping them to consumers directly, only dropshippers sell goods owned by *suppliers* to consumers. This system has many loopholes vulnerable to fraud and consumer dissatisfaction with the goods purchased. This research examines the legal protection of *dropshippers* in the *dropshipping* trading system in terms of Law No. 8 of 1999 concerning Consumer Protection among UIN Mataram students.

The formulation of the problems studied in this study is how the dropshipping sale and purchase system agreement between the parties and how the form of legal protection against *dropshipper* in the perspective of Law No. 8 of 1999 concerning consumer protection. The purpose of this research is to find out how legal protection against *dropshipper* in the *event* of uncertainty and fraud between the parties in the *dropshipping* buying and selling system.

The research method used in this research is descriptive qualitative research. The data collection techniques used in this research are observation, interviews, and documentation, while the data analysis that researchers use uses deductive analysis. The research location in this study is at UIN Mataram and at Dewi Asia's shop (supplier).

The results of the research obtained are in the *dropshipping* buying and selling system that the party who committed the loss must be responsible for the losses suffered by the injured parties who did not know of any changes in the transactions made.

**Keywords:** *Legal Protection, Buy and Sell, dropshipping, Dropshipper*

### 1. INTRODUCTION

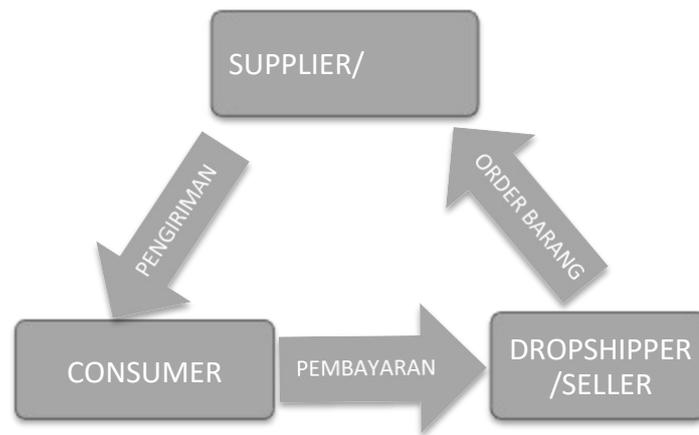
Buying and selling in this *dropshipping* system is an option in doing business and is growing rapidly. With this *dropshipping* system, a seller (*dropshipper*) can create his own shop without the need for a lot of capital, because the *dropshipper* does not need to own the goods first and also does not take care of shipping goods to consumers because the new *dropshipper* will order the goods to the *supplier* when he gets an order.

*Dropshipping* is a product sales business without having to own any products. In other words, *dropshipping* is the sale of products where the seller sells the product to consumers, the seller in this case sells goods to consumers by only capitalizing on images from the owner (*supplier*) without having to stock the goods first and sell to consumers at a specified price. So the seller (*dropshipper*) is an active actor who looks for consumers.<sup>1</sup>

This *dropshipping* system sells products or goods must be detailed in accordance with the terms and conditions of buying and selling in Islamic law, because in the conditions of buying and selling there must be clarity regarding the details of the goods to be traded. As explained the pillars and conditions of buying and selling according to the majority of fuqaha consist of four, namely the seller and buyer, price and goods, *ijab* and *kaabil*. The sale and purchase transaction in Islam explains that the parties to the transaction meet directly by presenting the object purchased when the contract is made or without presenting the object ordered by the

consumer.<sup>1</sup>

### Sales Process with Dropshipping System



### Image of dropshipping Concept.

As in Law No. 8 of 1999 concerning Consumer Protection that both consumers have rights in legal protection. *First*, the right to security is intended to ensure the safety and security of consumers in the use of goods or services obtained so that consumers can avoid losses. *Second*, the right to obtain information is intended so that consumers can obtain a true, clear picture of a product, because if the information obtained is inadequate then it is a form of product defect, defective because the information is inadequate. Information that is a consumer right includes the benefits of product use, side effects, the use of the product, the identity of the producer of the product. *Third*, the right to choose is intended to give consumers the freedom to choose certain products according to their needs, without any pressure from outside parties.

Consumers have the right to decide whether or not to buy a product, both the quality and quantity of the type of product they choose. *Fourth*, the right to obtain compensation is intended to restore the situation that has become damaged (unbalanced) due to the use of goods or services that do not meet consumer expectations. This right is closely related to the use of products used by consumers, both in the form of material losses, as well as personal losses. To realize this right, of course, it must go through a predetermined procedure, either resolved by peaceful means outside the court (non-litigation) or resolved through the court (litigation).<sup>2</sup>

One of the cases experienced by students on this *dropshipping* buying and selling system is what happened to students of the Department of Sociology of Religion, Faculty of Ushuluddin and Religious Studies, Mataram State Islamic University. Some students as *dropshipper* entrepreneurs experience losses in the *dropshipping* business. these students do marketing through social media (*whatsapp, Instagram and facebook*) after which consumers order goods that the seller markets between *dropshipper* (seller) and consumers. ordering goods that have been ordered by consumers is then made payment in advance so that the goods are quickly sent. When the consumer orders goods and pays for the ordered product to the *dropshipper*, the *dropshipper* then contacts the *supplier* regarding the availability of the goods ordered by the consumer to the *dropshipper*, then pays for the product according to the consumer's order with the selling price from the *supplier* and includes details of the consumer's biodata (name, address, telephone number) and

<sup>1</sup> Ahmad Syafii, *Step By Step Business Dropshipping & Reseller*, (Jakarta: PT. Gramedia, 2013), p. 2

the name of the *dropshipper's* business store. After getting an order from the *dropshipper*, then *the supplier* sends the goods according to the order from the *dropshipper* and includes the goods sent on behalf of the *dropshipper*.

However, in the reality of practice in the field, every product sent by the *supplier* directly to the consumer should be in accordance with the product described by the *dropshipper* according to what the *supplier* provides, the reality is that the product received by the consumer does not match what is described by the *dropshipper*, resulting in consumers complaining to the *dropshipper* and asking for compensation. It is clear that there is a discrepancy in this *dropshipping* system, where there are goods that do not match, defective goods, and goods that do not come. Supposedly the goods sent to consumers directly must match the images promoted by the *dropshipper*, resulting in consumers complaining against the *dropshipper* and asking for compensation. many of the students suffered losses in this *dropshipping* system because of the actions of the *supplier* who was not in accordance with the agreement that had been made.

This incident did not happen only once among students, this often happened and even made the seller feel disadvantaged. This happens among UIN Mataram students, some of whose students are *dropshipper* entrepreneurs and often experience losses in this *dropshipping* system online business. And the one who should be responsible for replacing the goods is not the *dropshipper* but the *supplier* (wholesaler) <sup>(1)</sup>Because it is clear that the *supplier* is not disclosing information, namely hiding defective goods and covering the disgrace of their merchandise from the knowledge of the *dropshipper*. The *supplier* also did not fulfill the agreement previously agreed upon by the *dropshipper*, which said that the goods that would arrive later to consumers would be in accordance with the marketed catalog.

## **2. RESEARCH METHOD**

Researchers use qualitative research methods where researchers examine scientifically which emphasizes the natural character of data sources, coupled with phenomena in the field. Researchers manage data in descriptive sentences which can describe and describe the practice of default in shopeepaylater selling transactions on the shopee application and analyze these practices using relevant theories so as to obtain conclusions from the research results.

The research approach used in this research is descriptive qualitative which aims to describe systematically the facts and characteristics of the object or subject under study so as to provide results in accordance with what will be studied.

One of the ways that researchers build interactions is by using the shopee application and participating in using shopeepaylater payments. In this case, the researcher tries to explore information about defaults made by shopeepaylater users.

The data collection method used by researchers is by observing the default practices of shopeepaylater users in the shopee application and conducting interviews with several who use the shopeepaylater payment method in the shopee application.

## **3. DISCUSSION**

Droshipping is a supply management technique where the retailer does not need to keep the goods in stock, but only notifies the customer of the order and delivery details to the wholesaler who then delivers the goods directly to the customer. Like any retail business, resellers make a profit from the difference between wholesale and retail prices.

A kind of middleman, reseller, or broker is the role in this dropshipping system.

The difference is that the product owner will send the item to the buyer on behalf of the middleman/reseller/broker as the seller. The buyer will not know that the product he buys does not actually belong to the seller. And the seller is free to determine his own selling price which of course has been increased from the price purchased.<sup>21</sup>

This dropshipping sales system is a system where the dropshipper as a seller sells goods to consumers by capitalizing on photos from *suppliers* / stores without having to stock the goods first and sell to consumers at a price determined by the *dropshipper*. After that the consumer orders and then transfers the money to the *dropshipper's* account, the *dropshipper* pays the *supplier* according to the wholesale price given by the *supplier* (plus the price of shipping costs from consumers) and provides customer data (name, address, cellphone number) to the *supplier*. The ordered goods will be sent by the *supplier* to the customer/buyer. But interestingly, the name of the sender listed is still the name of the dropshipper.<sup>22</sup>

The *Dropshipping* cooperation model has 2 conditions, namely:

- a. The *wholesaler/supplier* as the supplier of production goods and as the shipper of the Seller's goods and the Seller is free to determine its own selling price which of course has been increased from the price purchased.<sup>21</sup>
- b. This dropshipping sales system is a system where the dropshipper as a seller sells goods to consumers by capitalizing on photos from *suppliers* / stores without having to stock the goods first and sell to consumers at a price determined by the *dropshipper*. After that the consumer orders and then transfers the money to the *dropshipper's* account, the *dropshipper* pays the *supplier* according to the wholesale price given by the *supplier* (plus the price of shipping costs from consumers) and provides customer data (name, address, cellphone number) to the *supplier*. The ordered goods will be sent by the *supplier* to the customer/buyer. But interestingly, the name of the sender listed is still the name of the dropshipper.<sup>22</sup> *Dropshipper* is a business actor who sells products from *suppliers* without the need to own the product first where the *dropshipper* only needs to advertise it on social media or directly. *Suppliers* are shopkeepers / wholesalers who provide goods / products to business actors and also send products directly to consumers after ordering.

So that regarding the stock of goods and shipping, all of that is borne by the *supplier* and the dropshipper only needs to market the product after a consumer has ordered, then the dropshipper notifies the *supplier* regarding the availability of goods.<sup>24</sup>

- a. Advantages and disadvantages of the dropshipping buying and selling system
  1. Pros
    - a. Less capital required
    - b. Easy to start
    - c. Low cost
    - d. Flexible location
    - e. Wide range of products
    - f. Easy to scale

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<sup>21</sup>DotCommunity, *Successful Online Business Dropshipping*, (Denpasar, Bali: Elex Media Komputindo, 2013), pp. 9-10.  
[https://www.google.co.id/books/edition/SUKSES\\_BERBISNIS\\_ONLINE\\_DROP SHIPPING/MeRMDwAAQBAJ?hl=id&gbpv=1](https://www.google.co.id/books/edition/SUKSES_BERBISNIS_ONLINE_DROP SHIPPING/MeRMDwAAQBAJ?hl=id&gbpv=1). D

<sup>22</sup>Ahmad Syafii, *Step By Step Business Dropshipping & Reseller*, (Jakarta: PT. Gramedia, 2013), pp. 1

b. Legal Basis of Dropshipping

Buying and selling with this system has developed rapidly. This development is not only developing in trade but in the trade procedure itself, where the procedure develops by means of an agreement between the parties who agree to enter into a trade.<sup>26</sup> There are even things that are not firm or agreed in silence are already considered agreements.<sup>27</sup> However, if there is an agreement orally and in writing (deed under the hand and by authentic deed) then it can be called firm.<sup>28</sup>

With the rapid development of science and technology, the trading system that originally met directly with the parties has now changed. The existence of technology that is increasingly developing, one of which is the internet as In electronic transactions there are several things that are involved in the basis of trade or buying and selling, such as how to shop, and trade in electronic transactions and how to promote goods on social media.<sup>(30)</sup> this transaction, buykan is a trade transaction as usual which is found that in this trade transaction an agreement is made without having to meet directly between the two parties, so that this transaction makes it easier for people to transact business quickly and of course does not escape the risks that will later lead to several legal aspects that arise.<sup>2</sup>

In this electronic transaction, it should and should be protected by law both by consumer protection laws and Islamic law regarding agreements. According to the consumer protection law, the agreement will be valid if it fulfills four conditions, namely:

1. The agreement of both parties  
In Article 1321 KHUPerdata, the agreement is not based on free will or is imperfect if it contains oversight, coercion and fraud.
2. Capacity to perform legal acts  
Explains that there are several people who are not capable of making agreements, namely:
  - a) Immature people
  - b) Those who are under pardon
  - c) Women in matters stipulated by law and in general all those to whom the law has prohibited making such agreements.
3. The existence of a specific object
4. The existence of a halal cause

c. Things that are prohibited in *Dropshipping* Sale and Purchase

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<sup>225</sup>Mark Hayes, *The Ultimate Guide To Dropshipping*, (UK: Lulu Enterprises Incorporated, 2013), pp. 2-4

<sup>26</sup>Haris Faulidi Asnawi, *E-Commerce Business Transactions from an Islamic Perspective*, (Yogyakarta: Magistra Insania Press, 2004), pp. 9

<sup>27</sup>Abdul Halim and Teguh Prasetyo, *E-Commerce Business*, (Yogyakarta: student library, 2006), pp. 98

<sup>28</sup>Handri Raharjo, *Law of Treaties in Indonesia* (Jakarta: PT. Buku Kita, 2009), pp.

In *dropshipping* transactions, things that need to be avoided are fraud, uncertainty of goods and prices. The *dropshipping* system in practice can violate this principle which can lead to departure from the rules of Sharia. Honesty is the main key to the success and progress of a business. Dishonest promotion is a form of lying that will harm the businessman and his product. The thing that becomes a concern between the seller and the buyer is if the buyer does not make a payment or pay off the remaining payment.

Online businessmen must show the specifications and shape of the goods being sold as a whole. Therefore, online sales based on social media, sellers must display the physicality of the product from various sides. Even if the seller's behavior displays a video of the product to be sold, both from the way it is used so that buyers can assess the quality of the product being offered.

The clarity of the goods being traded at least fulfills four things, including:

- 1) *Lawfulness*, the products sold in dropshipping are halal goods for human use.
- 2) *Existence*, a serious online shop will provide good service, starting from the display of products that are promoted by displaying detailed product characteristics, listing clear seller addresses and contacts that can be contacted.
- 3) *Delivery*, online shop as long as the delivery is not in accordance with the promised time. So it must be taken into account.
- 4) *Price Determination*, in the promotion the seller has displayed all the pictures along with the product description.<sup>38</sup>

#### d. Consumer and Business Rights

- 1) Consumer Rights
  - a. The right to comfort, security, and safety in consuming goods and/or services
  - b. The right to choose and obtain goods and/or services in accordance with the exchange rate and the conditions and guarantees promised.
  - c. The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services.
  - d. The right to compensation, compensation and / or replacement, if the goods and / or services received are not in accordance with the agreement or not as they should be.
- 2) Rights of business actors
  - a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of the goods and/or services traded
  - b. The right to legal protection from the actions of consumers who have bad intentions
  - c. The right to rehabilitation of good name if it is legally proven that consumer losses are not caused by the goods and/or services traded.

e. Obligations of Consumers and Business Actors

- 1) Consumer Obligations
  - a. Read or follow the information instructions and procedures for the use or utilization of goods and / or services for the sake of security and safety
  - b. Good faith in conducting transactions to purchase goods and/or services
  - c. Pay in accordance with the agreed exchange rate.
- 2) Obligations of Business Actors
  - a. Provide correct, clear and honest information regarding the conditions and guarantees of goods and/or services as well as providing explanations for use, repair and maintenance.
  - b. Treat or serve consumers correctly and honestly and non-discriminately.
  - c. Provide compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

The limitation of compensation is regulated in Article 19 of the Consumer Protection Law, as follows:

- a) *Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded.*
- b) *The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or compensation in accordance with the provisions of the applicable laws and regulations.*<sup>3</sup>

**1.2. Data of some students who do buying and selling dropshipping<sup>4</sup>**

No	Dropshipper	Faculty / Department	Product	Supplier
1	Dewi	Religiou s Sociolog y	Clothes, Bag, Shoes and Accessories	Shoppie.
2	Wardathun	Islamic Economics	Clothes, Bags and Accessories	Shoppie

<sup>3</sup> Ahmadi Miru & Sutarman Yodo, *Consumer Protection Law*, (Jakarta: Rajawali Pers, 2017), p. 129.

<sup>4</sup> Interview with Dropshipping Business Actors (Students at UIN Mataram) Thursday, March 03, 2022.

3	Kusman	Management Da'wah/FDIK	Clothes	Male Shop Clothes
4	Juaini	Educ. Religion Islam/FTK	Clothes	Shop T-shirt Jo
5	Wulan	HES /Syariah	Clothes and Bags	Clothing store
6	Risma	HES / Shariah	Clothes and Bags	Shop clothes Bertais
7	Mustiadi	Educ. Chemistry/FTK	Clothes and Shoes	Shop Male Clothes
8	Daughter	FALAK/Syariah	Bag	Shoppie
9	Novi	BKI/FDIK	Cosmetics	Shoppie

The agreement that occurs between the *supplier* and the *Dropshipper* is only an unwritten agreement that only makes an agreement via whatsapp media. unwritten *dropshipping* buying and selling system agreements are recognized as valid. Based on the provisions regarding the validity of an agreement, because there is not a single requirement that requires an agreement *to* be made in writing, because it is clear that the conditions for the validity of an agreement are stated, namely, *their agreement to bind themselves, the ability to perform an obligation, a certain thing, a halal cause.*

Meanwhile, the agreement or agreement that occurs between the *dropshipper* and the consumer is the same as an unwritten agreement where the *dropshipper* agrees that each item ordered will be in accordance with the marketed image so that what has been said by the *supplier* to the *dropshipper* that the catalog is in accordance with the goods that will be sent later to the consumer, so that consumers are interested in buying it. So that both the *supplier and dropshipper* agreements and the agreements between *dropshipper* and consumers only make agreements in writing using *whatsapp* media or online media. And the agreement that occurs between the *dropshipper* and the consumer is only an agreement that the goods sent will be in accordance will not be different from the catalog image.

#### **f. Forms of Legal Protection in the *Dropshipping* System**

The form of legal protection for dropshippers in the GCPL Law is in article 19

paragraph 1 that business actors are responsible for providing compensation for damage, pollution, and / or consumer losses due to consuming goods and/or services produced or traded. and article 24 paragraph 1 letters a and b that business actors who sell goods and/or services to other business actors (intermediaries) are responsible for compensation claims and/ r consumer lawsuits if the trade intermediary sells to consumers without making any changes to the goods and the trade intermediary in the transaction is not aware of any changes in goods and / or services made by the business actor or not in accordance with the sample, quality and composition.<sup>88</sup>and Article 45 paragraph 1 states that any consumer or trade intermediary who is harmed may sue the business actor through the institution in charge of resolving disputes between consumers and business actors or through the judiciary within the general judicial system.<sup>5</sup>

The form of legal protection for consumers in the GCPL Law is clear in article 19 paragraph 1 that it is explained in this article that the business actor is obliged to compensate for the damage that occurs in the sale and purchase transaction. and the business actor is also responsible for losses for actions that are not carried out by the *dropshipper* as a trade intermediary in accordance with article 24 paragraph 1 letters a and b where it is explained that the business actor or *supplier* must compensate for the losses suffered by the trade intermediary due to selling goods that the intermediary himself does not know of any changes at the time of delivery of goods to consumers. So that consumers or trade intermediaries can sue business actors through institutions in *charge of* resolving disputes (litigation) or through courts within the general judicial environment (non-litigation) in accordance with the provisions of Article 45 paragraph 1.

So that it is clear that in practice the *supplier* has violated Article 7 of the GCPL where the business actor does not fulfill or carry out his obligations as a business actor, namely "*business actors do not provide correct, clear and honest information about the condition of the goods*". In addition, business actors have also violated Article 8 of the GCPL, which is explained in paragraph 1 letters d, e and f that the article explains that "*business actors are prohibited from trading goods that are not in accordance with their condition. And business actors are prohibited from producing goods that are not in accordance with the promises made in the catalog that will be marketed by the dropshipper (intermediary business actors)*". However, business actors do not carry out the obligations that should be applied when conducting this online business, by providing correct information about the goods to be traded, resulting in product defects (defective information). From that, the need for correct representation of a product because one of the causes of harm to consumers is unclear information or inappropriate goods and business actors have also violated Article 24 paragraph 1 letter b, that business actors (intermediaries), in the sale and purchase transaction, are not aware of changes in goods and / or services made by business actors or are not in accordance with quality and composition. So that the *supplier* acts at will without notifying the *dropshipper* in advance about changes to the goods.

The actions taken by the *supplier* have violated the agreement and also

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<sup>5</sup> Mohammad Jauharul Arifin, "The Validity of the Sales and Purchase Transaction of the Dropshipping System in the Islamic Economic Perspective", Vol. 1, No. 2, December 2020, pp. 288

violated the GCPL Law. So that it is further explained that the supplier must bear the losses and sanctions due to his actions, namely according to Article 7 of the GCPL letter f that business actors are obliged to compensate for all sales and purchase transactions of products or goods that are not suitable for consumers, so it is clear that the supplier must be responsible for the losses:

1. Article 7 of GCPL letter f that *business actors are obliged to compensate for all sales and purchase transactions of products or goods that are not suitable for consumers*, so it is clear that suppliers must be responsible for their actions and compensate consumers. The *supplier* can compensate for the loss in the form of a refund, replacement of goods and reimbursement of shipping costs of the same or similar value and the provision of compensation is carried out within 7 days after the transaction date.
2. And explained about the sanctions against suppliers in accordance with Article 62 of UUPK paragraph 1, namely "*The supplier is sanctioned in accordance with the form of being punished with a maximum penalty of 5 (five) years or a maximum fine of Rp. 2,000,000.00 (two billion rupiah).*" And if this step does not work, then the *dropshipper* can sue the business actor through the Consumer Dispute Resolution Agency (BPSK) or through the Judiciary in the general court environment.

#### 4. CONCLUSION

Based on the results of the discussion, the following conclusions can be obtained:

1. The form of agreement in the *dropshipping* trading system is that the transaction between the *dropshipper* and the *supplier* at UIN Mataram students has made an agreement or agreement in the *dropshipping* trading system, where the supplier provides a catalog which will later be marketed by the *dropshipper* on social media. In the agreement that occurred between the two parties, the *supplier* said that the marketed goods would be in accordance with the original which would later be sent to consumers. If there is an order later, the *dropshipper* himself will benefit according to the agreement that has been made. The agreement that occurs between the parties to the sale and purchase is only an unwritten agreement that only makes agreements through *whatsapp* media or online media, so that the agreement between the *supplier* and *the dropshipper* is only an agreement regarding the concept of sales, pricing and regarding the condition of the goods will be appropriate. While the agreement between *dropshipper* and consumer agreements regarding payment and product quality will be appropriate.
2. Forms of legal protection against *dropshipper* in the perspective of Law No. 8 of 1999 concerning Consumer Protection and Islamic Law The form of legal protection against *dropshipper* in the consumer protection law, namely in article 24 paragraph 1 letters a and b, it is explained that the *dropshipper* (intermediary business actor) is not responsible for the losses suffered by consumers because the *dropshipper* is not aware of any changes to the merchandise made by the *supplier* so that the burden of loss suffered by the consumer must be the *supplier* who is responsible for the compensation

claim because the trade intermediary does not make any changes to the goods and the trade intermediary is not aware of any changes to the goods made by the business actor itself.

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