



Gojek's Responsibility for Loss of Items on Gojek Indonesia's Go-Send Feature

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ABSTRACT

The development of new science and technology makes it easy for people to buy and sell online through the Tokopedia marketplace and delivery one day or same day. One of the one-day or sameday deliveries that the Gojek application has is the Gosend feature. Apart from making this feature easier for users, there is also a problem, namely that goods are lost during delivery by service providers from Gojek Indonesia. This research aims to analyze the legal relationship between the parties involved to determine the appropriate legal responsibility of Gojek Indonesia for loss of goods (iPad) as regulated in the Consumer Protection Law. This research uses a normative juridical method with a statutory approach. The research results show that PT. Gojek Indonesia has transferred responsibility for the problem of lost items in the form of iPads purchased through Tokopedia by not fully reimbursing the nominal value of the items lost. So the law should be able to break and provide justice for consumers because of the existence of standard agreements.

ABSTRAK

Kata Kunci

Pertanggungjawaban Gojek

Pengalihan Tanggung Jawab

Kehilangan Barang

Perkembangan ilmu dan teknologi kebaruan menciptakan kemudahan bagi masyarakat untuk melakukan jual beli online melalui marketplace Tokopedia dan pengantaran satu hari sampai atau sameday. Salah satu pengantaran satu hari atau sameday yang dimiliki oleh aplikasi Gojek yaitu fitur Gosend. Fitur ini disamping memudahkan penggunaanya juga terdapat masalah, yakni barang hilang pada saat pengantaran oleh penyedia layanan dari Gojek Indonesia. Penelitian ini bertujuan untuk menganalisis hubungan hukum antar pihak yang terlibat untuk menentukan pertanggung jawaban hukum yang sesuai dari Gojek Indonesia terhadap kehilangan barang (iPad) sebagaimana diatur dalam Undang-Undang Perlindungan Konsumen. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan undang-undang. Hasil penelitian menunjukkan bahwa PT. Gojek Indonesia telah melakukan pengalihan tanggung jawab pada masalah kehilangan barang berupa iPad yang dibeli melalui Tokopedia dengan tidak mengganti sepenuhnya dari nominal barang yang hilang. Sehingga seharusnya, undang-undang mampu mematahkan dan memberi keadilan untuk konsumen karena adanya perjanjian baku.

1. PENDAHULUAN

In the current era, sending goods using expeditions is a conventional thing. Many expeditions offer delivery of goods from deliveries that require a period of several days to instant ones, namely same day deliveries or deliveries that are sent and received on the same day. In Indonesia itself, according to Tech in Asia Indonesia,¹ there are 29 logistics startups operating. The number of 29 logistics startups does not include logistics services owned by e-commerce, ride hailing and retail network businesses. This certainly makes things easier for people in the modern era because of the rise in online buying and selling transactions. One of the goods delivery expeditions that offers same day delivery and receipt of goods (goods received on the same day) is Go-Send. Go-Send is Gojek Indonesia's same day goods delivery feature.

Gojek Indonesia is a form of e-commerce that provides online services for almost all needs that support every activity or human activity. Gojek Indonesia itself is a technology-based application managed by PT. The Nation's Children's Work Application. In the Gojek application there are several features, namely Go-ride and Go-car or delivery services for people using motorized vehicles, Go-clean or a feature that offers home or office cleaning services, Go-mart is a shopping feature and then delivered by partner drivers from Gojek Indonesia, and Go-Send or the goods delivery feature carried out between the orderer and the recipient with the intermediary service provider Gojek Indonesia.

Sending goods via expedition using goods delivery services, especially Go-Send by Gojek Indonesia, currently problems often arise in the field when sending goods, such as goods not arriving to consumers or it could be said that goods are lost. Various aspects can of course cause the goods to be lost, such as the address not being written down completely by the consumer or negligence made by the goods delivery service itself. This error occurred because the delivery service provider delivered the package not to the actual recipient. This can happen because, firstly, the wrong person handed over the goods because the recipient's name and the recipient's house number were almost the same. Second, because there are people who claim to know or claim to be relatives of the consumer/person who is supposed to receive the goods, so that the goods sent are not received by the actual owner. Third, loss of goods during delivery also occurs because the driver/courier or what is then known as the delivery service provider deliberately brings the goods being sent because they know that the contents of the package are goods of high value. This clearly causes losses for senders and recipients of goods who use delivery services, in this case GoSend by Gojek Indonesia, both material and immaterial losses. Items lost during same day delivery by Go-Send are usually items that have high economic value or priceless items such as important documents. Meanwhile, the compensation given by the goods delivery service is only three times the shipping cost, and some are not even reimbursed at all on the grounds that the goods are not insured.

This case started with buyers who bought electronic goods (iPad) purchased from one of the online e-commerce stores owned by the nation's children which also collaborates with Gojek Indonesia, namely Tokopedia. The buyer then agrees with the seller so that the seller orders GoSend. When you get a service provider, the seller hands over the goods to the GoSend service provider, Gojek Indonesia, accompanied by photo evidence that the goods have been handed over. Sellers and buyers monitor the journey of GoSend service providers through the Gojek Indonesia application. However, not long after that the service provider forcibly stopped the Gojek application and the service provider lost contact with the Gojek application. Then in less than 24 hours, the buyer reported this to Gojek Indonesia customer service because the goods did not arrive at the recipient according to the estimated time promised on the

¹ Tech In Asia Indonesia, "Penyedia Layanan Logistik Dan E-Commerce Enabler Asia Tenggara," Tech in Asia, 2023.

Gojek application. The report was responded to with a text template containing Gojek Indonesia's policy, where every time you use the GoSend service as a delivery service provider on the e-commerce partner platform, the user will automatically get insurance protection with the condition that the maximum coverage value is IDR 10,000,000 (ten million Rupiah). Specifically for sending gold using the GoSend service by selecting the instant delivery option via the e-commerce platform, the conditions that apply are a maximum insurance value of IDR 4,500,000 (four million five hundred thousand Rupiah).² Even though you have been insured before using the GoSend service and provided that you attach relevant evidence, including a photo of your identity card (KTP); chronology validation; Order Order number; nominal claim; as well as a valid goods purchase invoice. The iPad was purchased at a price of 14,999,999 rupiah. The compensation provided by Gojek Indonesia due to errors by service providers/service providers partnering with Gojek Indonesia is felt to be detrimental to consumers, because the compensation provided does not really match the price of the lost electronic goods.³

Based on the background of the problem that has been described, the problem is formulated as follows what is the legal relationship between Tokopedia, Tokopedia sellers, Gojek Indonesia, service providers and consumers and what is the form of responsibility of the Go-Send by Gojek Indonesia delivery service for lost goods carried out by the service provider? The aim of this research is expected to be able to provide clear direction in accordance with the research objectives, and provide limitations in this research. The objectives achieved by carrying out this research are: Analyzing the legal relationship between Tokopedia, Tokopedia sellers, Gojek Indonesia, service providers and consumers to determine the form of responsibility of the Go-Send by Gojek Indonesia delivery service for lost goods.

Based on the research objectives above, the expected benefits from this research are: Theoretical benefits This research is expected could be one reference source towards development Legal Science in generalas well as Civil Law in particular and practical benefits. There are 3 point of particular benefits, are it is hoped that this research canused for transportation service application providers as a consideration when there are similar problems, as a reference for the Indonesian people who use technology about Gojek Indonesia's form of responsibility for lost items, it is hoped that this researchcan be asreferences for the same or similar research as reference material for further research.

2. METODE PENELITIAN

This type of research normative juridical, where the author researched based on legislation which has existed and based on facts that happened in reality.⁴ In this research, the author will examine regarding what is Gojek's responsibility for losing goods in Gojek Indonesia's Go-Send feature. The approach used in this research is a qualitative descriptive approach, the data is presented in descriptive form. Where research is carried out by collecting data from cases related to the research topic. The object of this research is Gojek's liability due to loss of goods. The legal materials in this research were obtained from primary and secondary legal materials. The primary legal material is from the results of interviews with respondents, namely Advocates and the Indonesian Consumers Foundation (YLKI) to obtain direct data that is appropriate and related to the issue being studied. Secondary legal materials can be found from: Primary legal materials: Civil Code; Law no. 8 of 1999 concerning Consumer Protection, as well as ITE Law Number 19 of 2016, Law no. 22 of 2009 concerning Road Traffic and Transportation, secondary legal materials in get it top ascientific articles, books, journals, jurisprudence,as well aswebsiteor internet medialinear withthe topic of this research, tertiary legal materialsnamely sourcedfrom legal news, and

² PT. Gojek Indonesia, "Kebijakan Gojek Indonesia," PT. Gojek Indonesia, 2022.

³ Matchadang0, "Barang Elektronik (iPad) Dibawa Oleh Penyedia Layanan Gojek Indonesia," Twitter, 2022.

⁴ Niru Anita Sinaga, "Implementasi Hak Dan Kewajiban Para Pihak Dalam Hukum Perjanjian," *Jurnal Ilmiah Hukum Dirgantara* 10, no. 1 (2019): 1–20.

news that found from the internet published in the media. The technique for collecting legal materials in this research was based on primary legal materials and secondary legal materials. Primary legal material is legal material obtained from interviews with Advocates and the Indonesian Consumers Foundation (YLKI) in order to produce accurate and linear information related to the research problem. Meanwhile, secondary legal material was obtained from literature based on lessons learned from literature and applicable legal regulations, namely in this context regarding Gojek's Liability for Loss of Goods on Gojek Indonesia's Go-Send Feature based on the Civil Code and the Consumer Protection Law.

The legal materials that have been obtained are then carried out with appropriate qualitative analysis of the topics studied, and presented descriptively, then conclusions are drawn on the data that has been obtained in an inductive way.⁵

3. PEMBAHASAN

3.1. Legal relationship between Tokopedia, Tokopedia sellers, Gojek Indonesia, service providers and consumers

Buying and selling in the marketplace is also subject to Article 1458 of the Civil Code, the only difference is the location, if conventional buying and selling is in the market while online buying and selling is in the marketplace. The marketplace is inseparable from the expedition party whose job is to send goods from the seller's hands to the buyer. There are 2 types of expeditions in Indonesia, namely sameday expeditions or one day arrival and regular conventional expeditions such as JNE, JNT, Anter Aja, Tiki, etc.

Several PT in Indonesia have sameday or one day expedition services, including PT. Grab Indonesia, PT. Gojek Indonesia, and Paxel. PT. Gojek Indonesia which was built by Nadiem Makarim since October 24 2019. PT support services. Gojek Indonesia Goride, Gocar, and Gomart, and GoSend. GoSend is a service from a commercial application owned by Gojek which facilitates people to send goods within the city with an estimated one-day delivery or same day.⁶ Sellers and buyers also feel that they benefit from this feature, because many buyers choose to buy goods online and receive them on the same day. One of the goods that buyers usually choose to use GoSend for buying and selling is electronic goods. However, in practice, there are times when the GoSend service also causes several problems, including goods not being received by consumers or it could be said to be lost, goods being received by other people because the name and address are almost the same, goods being damaged/defective, etc. Based on this, PT. Gojek Indonesia in the application for sending goods provides guarantees in the form of insurance to sellers and buyers who use GoSend services, the aim of which is to anticipate the problems mentioned above, whether due to negligence of the GoSend service provider (driver/courier).

When consumers buy goods on Tokopedia, then choose the GoSend option as a delivery service and discuss with the seller to determine who orders GoSend, then if it is agreed, the seller will package the goods and provide proof that the goods are packaged and ready to be sent as well as provide screenshot evidence and monitoring the journey of service providers (couriers). However, this does not rule out the possibility of problems occurring during delivery, whether the goods are lost due to negligence of the service provider or the goods are delivered incorrectly to the recipient. This causes losses for consumers, especially if the goods lost during delivery are goods that have an expensive value or are not even worth the money, such as important documents. As in the problem uploaded by an account with the username @matchadang0 on the Twitter application in 2022. At that time, the account owner with the username @matchadang0, who will be referred to as the consumer, bought an iPad on the Tokopedia marketplace for a nominal amount of Rp. 14,999,999 (fourteen million nine hundred ninety-nine nine hundred and ninety-nine thousand rupiah). Consumers choose Gojek's same day delivery, namely the GoSend service. Consumers send messages to sellers via the Tokopedia application to determine who will order GoSend from Gojek Indonesia. In this thread, the seller orders GoSend with the consumer's approval, who then attaches a photo of proof that the goods the consumer purchased have been packaged and ready to be

⁵ Muhammad Rijal Fadli, "Memahami Desain Metode Penelitian Kualitatif," *Humanika* 21, no. 1 (2021): 33–54, <https://doi.org/10.21831/hum.v21i1.38075>.

⁶ Mahalia Nola and Pohan Sri, "Aspek Hukum Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata, 2020, Hlm.," *Jurnal Perspektif Hukum* 1, no. 1 (2020): 58.

picked up by the service provider/driver. The seller also attached a screenshot of the service provider who will deliver it to the Gojek application. Both consumers and sellers monitor the location of the delivery service provider from picking up the goods until arriving at the location. However, only half way through the goods were taken to the destination address, the service provider stopped the GPS service on the cellphone and turned off the Gojek application so that its whereabouts could not be tracked, and the goods that were supposed to be delivered to the destination address did not reach their destination.

According to the Semarang Consumer Institute Foundation, Central Java, Tokopedia's legal relationship is as a marketplace, Tokopedia is a marketplace as a third party between iPad sellers and consumers. Tokopedia.com is one of the many large digital-based buying and selling companies in Indonesia. Tokopedia acts as an intermediary between sellers and buyers. Tokopedia's responsibility for lost goods can be regulated through the terms of use stipulated by Tokopedia. Tokopedia will have a consumer protection policy which includes protection against loss of goods or goods that do not match the description given by the seller.

If goods are lost as a result of the delivery service offered by Tokopedia, this is what is meant by GoSend by Gojek Indonesia. Meanwhile, where the service provider cannot be contacted or their whereabouts are unknown within 7 calendar days, consumers have the right to demand responsibility from Tokopedia as the party that facilitates consumers in ordering Go-Send services, then Tokopedia has the right to also demand compensation from Gojek as stated agreements between business actors that they make.⁷

The seller, in this case Tokopedia, is the seller, if an item, in this case an iPad, is declared lost due to the negligence of the service provider from Gojek Indonesia, then a Tokopedia seller who sells the item on this marketplace is obliged to help provide a solution for the loss of the item by the consumer. Form responsibility by claiming insurance for lost items. Then Tokopedia will ask for an investigation in the form of a chronology of events and the identities of both parties.⁸

Legal relationship between PT. Gojek Indonesia's role is as an Application Provider, namely as an application provider, then there is a driver/courier who provides services to target consumers or goods delivery services, namely a partnership relationship between the service provider and PT. Gojek Indonesia. PT. Gojek Indonesia provides a limited liability clause for loss of goods, then this reflects the existence of regulations that are not strong enough to enforce liability.

Looking at PT policy. Gojek Indonesia regarding the terms of use point 1 which concerns General Matters number 5 explains that PT. Gojek Indonesia is a technology company, not a transportation company or courier service. So that service providers are considered to be working with application providers and service providers as partners of PT. Gojek Indonesia. This is PT. Gojek Indonesia does not provide work as a service provider and is not responsible for negligence as a Service Provider. This shows that PT. Gojek Indonesia is not responsible for lost goods, in this case the iPad. Meanwhile, referring to Article 4 of the Consumer Protection Law, one of the rights of consumers is to obtain guarantees for the security and safety of their goods in order to avoid physical or psychological harm.⁹

Drivers or courier as a service provider in organizing continuous transportation via online transportation applications is a relationship based on a transportation agreement. Based on Article 1 point 3 of Law Number 22 of 2009 concerning Road Traffic and Transportation, transportation is the movement of people and/or goods from one place to another using vehicles in road traffic. One of the experts, namely HMN Purwosutjipto, stated that a transportation agreement is a reciprocal agreement, where the carrier is

⁷ Anak Agung Ayu Krisnanti Larasati and Made Maharta Yasa, "Pertanggungjawaban Gojek Akibat Kehilangan Barang Pada Fitur Go-Send Sebagai Layanan Yang Ditawarkan Dalam Gojek Indonesia," *Kertha Semaya: Journal Ilmu Hukum* 7, no. 2 (2019): 1, <https://doi.org/10.24843/km.2019.v07.i02.p07>.

⁸ Ivander Carl Pratama Manulang, "PERLINDUNGAN KONSUMEN YANG BARANGNYA HILANG SAAT MENGGUNAKAN JASA GO-SEND MELALUI TOKOPEDIA," *Repository Univeritas Kristen Satya Wacana*, 2023.

⁹ M.Kn Alya Zaneta Mabrukah, Dr. Shallman Alfarzy S.H., S.E., MM., "Tinjauan Yuridis Pelaksanaan Layanan Antar Barang Gosend Go-Jek Indonesia (Studi Pada PT. Go-Jek Indonesia Kantor Operasional Surakarta)," *International Repository Universitas Muhammadiyah Surakarta*, 2021.

committed to transporting goods and/or passengers to a certain destination safely. Meanwhile, the passengers themselves are committed to making payments for the costs arising from the transportation.¹⁰

The legal relationship between consumers and application provider companies or business actors is based on Article 1 point 2 of the Consumer Protection Law, it is stated that what is meant by consumer is: "Consumers are every person who uses goods and/or services available in society, whether for the benefit of themselves, their families, other people or other living creatures and not for trading."

Then in Article 1 number 3 of the Consumer Protection Law, it is stated again that "A business actor is any individual or business entity, whether in the form of a legal entity or non-legal entity, which is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through an agreement to carry out business activities in the economic sector."¹¹

These five elements are related and mutually sustainable with each other, which all five have their respective rights, obligations and roles. If there is loss of goods caused by the service provider, then all five of these elements must play their role in resolving and being responsible and fulfilling the rights of one of the elements, in this case, namely the consumer. This legal relationship will determine the form of responsibility of PT. Tokopedia and PT. Gojek Indonesia in overcoming the problem of lost goods by service providers from Gojek Indonesia.

3.2. Bentuk Penegakan Kode Etik Profesi di Institusi POLRI

According to the Big Indonesian Dictionary (KBBI), responsibility is the obligation to bear everything and if a problem arises, then that party can be sued or blamed. In general, responsibility refers to a person's awareness of behavior or actions, whether carried out intentionally or unintentionally. This also means that action is a form of awareness of obligation. Accountability must have a basis, namely something that gives rise to a legal right for someone to sue another person and at the same time creates a legal obligation for the other party to provide accountability.¹²

According to Milton Friedman, business actors are individuals, companies or organizations involved in economic activities with the aim of producing goods or services for sale or exchange for other goods or services, with the main focus on achieving profits for the owner.¹³

The goods delivery service facilitated by Gojek Indonesia, in this case, is GoSend. Same day transportation services from GoSend by Gojek Indonesia, in addition to providing convenience aimed at sellers and buyers in carrying out buying and selling transaction activities and shipping, also have losses. Losses occurred because goods were damaged or even lost during transit, this was due to negligence on the part of the service provider/courier from Gojek Indonesia. Service providers are ordered by Tokopedia sellers who are selected by consumers directly when the consumer clicks checkout on the Tokopedia marketplace application. So, in this case you lose an item in the form of an iPad worth Rp. 14,999,999 occurred when sending goods using GoSend.

Consumers and GoSend by Gojek Indonesia service providers have a direct agreement and make an agreement between the two because consumers choose delivery via GoSend and pay the price of the goods along with shipping costs. So, consumers in this case must receive protection both materially and non-materially. Based on the policy of PT. Gojek Indonesia for goods damaged or lost by the service provider or courier will only be reimbursed three times the shipping costs or a maximum value of IDR.

¹⁰ Y Y Pemasela and A Gerungan, "Kedudukan Hukum Kurir Jasa Pengiriman Barang Terhadap Konsumen Menurut Undang-Undang No. 8 Tahun 1999 Tentang ...," *Lex Privatum* 12, no. 1 (2023).

¹¹ (Widianto, 2019)

¹² Vega Falcon Dr. Vladimir, "Definisi Tanggungjawab," *Gastronomía Ecuatoriana y Turismo Local*. 1, no. 69 (2019): 5–24.

¹³ Yusuf Bintang Syaifinuha Dimas Febrian Saputra, Rivan Kurniawan, "Perlindungan Hukum Transaksi E-Commerce," *Private Law*, 2015.

10,000,000. This policy is a standard clause contained in an agreement. Article 18 UUPK emphasizes the prohibition on the inclusion of standard clauses that are detrimental to consumers, with the aim of equalizing the position of consumers and entrepreneurs based on the principle of freedom of contract. The standard agreement still emphasizes the importance of legal certainty in its application. Due to its standard nature, it can cause an imbalance in the bargaining position between the parties involved or bound in an agreement. Generally, standard agreements are drawn up by parties who have a "more dominant bargaining position," in this case namely business actors, to better protect their business activities.

Then Law no. 22 of 2009 concerning Road Transport and Transportation article 1 paragraph 2 states the definition of transport, namely the movement of people and/or goods from one place to another using transport sector vehicles.¹⁴ In Law no. 22 of 2009, precisely in article 188, states that public transport companies should be responsible for compensation for losses experienced by passengers or goods senders due to negligence in the continuity of providing transport services. Furthermore, Article 191 states that public transportation companies are responsible for losses arising from all actions of people employed in transportation continuity activities.¹⁵

According to the solution, this problem uses the legal theory stated in Article 1338 of the Civil Code, namely the principle of good faith. Consent must be done in good faith. The objective meaning of the principle of good faith is that agreements made must be carried out by taking into account the norms of morality, while the subjective meaning of the principle of good faith is that for the parties to the agreement there is an obligation not to do anything that is unreasonable, that is, not contrary to norms of propriety and decency, so that it can create justice for both parties and not harm either party.¹⁶

This is contrary to Article 18 of the Consumer Protection Law which emphasizes the prohibition on the inclusion of standard clauses that are detrimental to consumers, as well as in Law no. 22 of 2009 concerning Road Traffic and Transportation, precisely in articles 188 and 191, which state that public transportation companies are obliged to be responsible for compensation for losses experienced by consumers resulting from the negligence of people employed by the company. PT. Gojek Indonesia made efforts to transfer responsibility because of the loss of goods in the form of an iPad worth Rp. 14,999,999 will only be replaced with 3 (three) times the shipping cost or maximum insurance value of Rp. 10,000,000.

4. KESIMPULAN

Loss of goods by the Gosend by Gojek Indonesia service provider is quite a serious problem, because Gosend services are widely used in Indonesia, especially purchasing goods via Tokopedia e-commerce which is sent via the Gosend by Gojek Indonesia service. Like the problem taken in this research regarding the loss of goods (iPad) by the Indonesian Gojek service provider on the Gosend feature. The delivery carried out by Gosend by Gojek Indonesia is an agreement agreed between Tokopedia as the marketplace, the Seller as the seller of goods, in this case the iPad on Tokopedia, the consumer as the

¹⁴ BPK RI, *UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 22 TAHUN 2009 TENTANG LALU LINTAS DAN ANGKUTAN JALAN*, vol. 1, 2009.

¹⁵ Nedi Pernando and Wetria Fauzi, "Perlindungan Hukum Terhadap Konsumen Atas Kerusakan Barang Pengguna Jasa Pengiriman Angkutan Online," *SOU MATERA LAW REVIEW* 4 (2021): 6–8.

¹⁶ Masyanti Sinaga, Achmad Busro, and Dewi Hendrawati, "Tinjauan Yuridis Atas Penggunaan Klausula Eksonerasi Dalam Perjanjian Baku Perusahaan Jasa Pengiriman Barang Oleh PT. Citra Van Titipan Kilat (Tiki)," *Diponegoro Law Review* 5, no. 2 (2016): 1–12.

buyer, Gojek Indonesia as the application provider, and the consumer. It contains standard agreements made by business actors. Standard agreements are usually made by the more dominant party to the detriment of consumers/buyers. Standard agreements may be enforced without transferring responsibility by the party who made the mistake. PT. Gojek Indonesia has transferred responsibility by only replacing 3 (three) times the shipping costs or with maximum coverage of IDR. 10,000,000 for the loss of an iPad worth Rp. 14,999,999 by its service provider. So, Article 18 of the Consumer Protection Law regulates the prohibition of the inclusion of standard clauses that are detrimental to consumers and Law Number 22 of 2009 concerning Road Traffic and Transportation articles 188 and 191 stipulate that public transportation companies are obliged to be responsible for compensation for losses experienced by consumers. resulting from the negligence of people employed by the company. This is to break the standard agreement by transferring responsibility which is detrimental to the consumer/buyer.

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