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Analysis of Legal Protection of Patients in Doctor Consultation Services in Alodokter Application

Sutrisno¹

¹ Faculty of Law, University of Pembangunan Nasional “Veteran” East Java

Correspondence: Sutrisno. Email: sutrisno.sh@upnjatim.ac.id

Abstract

Health service consultation now has a wider scope due to the increasingly widespread availability of online health service media on Android devices, such as the applications Alodokter, SehatQ, Halodoc, and so on. This application uses internet media which is relatively new and is still rarely known by the general public. Therefore, it is necessary to pay attention to legal protection and obligations of the parties, as well as potential losses and defaults. This study aims to learn about the consumer protection available to patients who use the Alodokter application and the legal options available to users whose accounts are affected by automatic debits without their consent. Qualitative descriptive analysis was used in this study. The findings of the study show that Alodokter and online media providing doctor consultation services are required to protect patient data so that it is not misused by unauthorized parties. Business actors who violate the provisions in electronic business will be subject to criminal, administrative and compensation sanctions, in accordance with Article 45 A paragraph (1) of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions. losses, so that it is expected to reduce and stop similar fraud in the future. However, due to the well-known standard clause of the Alodokter application, Article 6, which states that Alodokter is not responsible for any loss, death, damage or loss suffered by users as a result of the practices of Service Providers or other third parties, the user does not have a clear legal path and protection.

Keywords: Patient Legal Protection, Online Health Services

1. Introduction

Information technology opens the world's eyes to a new world, various activities from all aspects change very quickly and are integrated through development of information technology. Internet technology has succeeded in changing patterns community interactions, namely business, economic, social and cultural interactions. Depart from there the internet has made such a large contribution to society, company/industry and government. Presence of the internet can support the effectiveness and efficiency of the company's operations, especially its role as a means of information needed by a business and form of agency business or institution. Technology internet can functions as an effective and efficient strategic promotion event, because of the internet can reach all jurisdictions law countries in the world (Handyani, 2020)

The development of information technology in the field of medicine in the future will be directed to facilitate user access to health services. The maturity of the knowledge and technology process in the field health has developed rapidly and is supported by increasingly sophisticated health facilities. This development also affects the professional services in the health sector which is growing from time to time. Various method maintenance developed so that as a result, increases the possibility of making mistakes. In many ways related to health problems, cases are often encountered harm user. Because of that, it is not a surprise if the health profession as well as protection to user is discussed in intellectual and public settings (Hamson, et al, 2021).

Profit technology in field health makes it easy for the user. Technological presence makes it easy for users particularly in accessing health information and services. Only with mobile phone or computer, now users can access various kinds of information health on the internet. In addition, various health care services are present in online format, which also makes it *easier* for users to access health services. Users can now access information, get consulting services to do *online* prescription drug redemption. This of course saves a lot power and user time.

Development of health this way contains a problem, in which it should be embodied by the government in accordance with the ambition of the nation as meant in the 1945 Constitution, which protects the entire Indonesian nation and all of Indonesia's bloodshed and to promote public welfare, educate life and carry out independence, eternal peace and social justice. In general, health services are known to have service providers, in this case doctors and those who receive services or make health efforts in this regard is user. Already, since formerly known, exists a connection of trust which is called transaction therapeutic. Transaction is reciprocal relationships generated through communication whereas therapeutic is interpreted as something that contains elements or treatment, legally transaction therapeutic interpreted as connection law between doctor and user in professional medical services based on appropriation of competence with certain expertise and skills in the field of medicine, which services gives characteristics of gift help or help which is based of the trust with physician users.

On the user's own position as user which get service from doctor, the practice of Doctor *On line* is a means of service health which function to provide and organize health efforts that are healing consultation and recovery user. Health services which is given by Doctor *Online* parties to users can also be seen as a service provided between business actors (doctors) and users (users). This is appropriate Law Number 08 of 1999 concerning Consumer Protection. On generally, users are also included as users, to be precise as users in field health, Because on generally user is person Which do consultation problem health For obtain service that health needed, matter This in accordance with exists connection engagement between party Doctor with user Which known with contract therapeutic, that is party doctor make an effort in a manner maximum For cure users, p This Also strengthened by the decision of the Minister of Health of the Republic of Indonesia No.756/Menkes/SK/VI/2004 about preparation liberalization trading And service in the health sector, thus Law No. 8 of 1999 concerning Consumer Protection can also be applied to the health sector. (Pasaribu, 2019)

Health services are increasingly varied, many of which take advantage of the development of Information Systems and Information Technology such as mobile phones, computer, And camera. See condition the so development application health based *mobile* And *web* become very important For continuously developed moment This Also Lots form voice, *software*, *SMS/MMS*, *web-based apps* , and *video conferencing* . Example a number of application health Which There is in Indonesia for example application consultation on line like Halodoc, Alodokter, Klikdokter, and others. Currently, the use of *mobile -based applications* is increasing increase used by public especially For application *telemedicine*.

Telemedicine is a health practice using audio communications, visual aids and data, including care, diagnosis, consultation and treatment as well exchange data medical And discussion scientific distance Far. Based on understanding in on, As we can understand, the scope of telemedicine is quite broad, including provision service health distance Far (including clinical, education And administrative services), through transfer information (audio, videos, chart), with use devices telecommunication (audio-video interactive two direction, computer, And telemetry) with involve doctor, user And parties other. In simple terms, telemedicine has actually been applied when it happened discussion between two doctor talk about problem user past telephone (Wirman, 2021)

Sites or *websites* that provide online health consultations become one of the trends born from the development of communication technology. HealthReplies.com And Halodoc is a number of between Enough many site *on line* which is quite famous in Indonesia. Online health consultation supported by pre doctor Which own background behind knowledge health Which capable analyze And diagnose condition health the user. However No Can ignored, the existence of this *online* consulting site is also not without problems, difficulties in facilitate behavior and motivate users not effective.

Difficulty other Which arise And Enough Serious is information health Whichbe delivered sometimes not enough relevant so that risky lower quality user service and trust. User protection is part oflaw that contains principles or rules that are governing and also contain properties that protect the interests of users, including on case Auto debet in Wrong one application service service health HealthReplies.com

The Alodokter case was found which has recently been in the spotlight public that is related with *telemarketing* or *sales* HealthReplies.com Which accused has done fraud because offer auto debet Which difficult canceled. This acknowledgment begins when the account of one of the clients is looking for information about the problem method disable account HealthReplies.com Which used during This. afterwards, these users find there is only one way, namely by contacting e-mail *support* HealthReplies.com And wait until three day For confirmed termination. HealthReplies.com clarifies the complaints that mention user not Can close account in platforms telemedicine That And auto practice debit (automatic debit) without user consent. Even so, users themselves cannot delete accounts (Prastya. 2021)

Case other, related with auto debit HealthReplies.com Also complained Because relatedwith exists offer program insurance DHF (fever bloody *dengue*) with a protection value of 2 (two) million. Many complain because they askdata self user like Photo ID CARD, number account, And Photo book savings. Even though the user has not received approval, Alodokter continues cut some costs of IDR 35,000. Case other Which similar experienced a assistant House ladder old 46 yearin West Bekasi. He got an insurance *telemarketing call* from Alodokter onJuly 2021. Assistant House ladder the say that himself No aware when service insurance HealthReplies.com it turns out paid, Because *telemarketingcall* it free. Account bank assistant House ladder This time truncated auto-debit around IDR 35,000 where payment occurs once in August 2021. The Alodokter team responded to the resolution of the problems above state that marketing Which done team HealthReplies.com only simply telemarketing just For do offer. User can close the account, However need time three day Work For verification. customer can convey complaint And application closing account to number WA 0812- 8888-0256. Application closing account can be delivered on o'clock 08.00 WIB– 20.00 WIB in day Work, or 08.00 WIB – 17.00 WIB on day holiday or date red. Matter This Then, can is known if Team HealthReplies.com only do clarification However No do replacement on loss Which experienced byuser. As if settlement done with method non litigation, issettlement dispute Which done use ways Which There is in outsidecourt based on say agreed (consensus) Which done by para party Which dispute Good without or with help para party third Which neutral. When a user consume or use something product goods or service, so every user Certain want exists satisfactionto product the, minimum user want exists information Whichclear on product Which will used, belief that product Which used can be utilized according to needs, both in terms of quality and price, users know method use, There is warranty from product Which he bought. However reality Which appear often user No obtain What Which expected to the maximum so that as a result the user feels disadvantaged. Weak position user often utilized by perpetrator business For get the maximum benefit from users. no factor you know user, No he explained information to service goods/services Which given perpetrator business, No he understood user on mechanism transactionbecome weak factor user position. (Mahmudah, 2019)

Users should receive good protection due to services provided has offered, However Not yet in accordance with Constitution Protection Consumer. According to studies owned by hutomo, Kurniawan, & Suhartana that the implementation of doctor consultation through online media in Indonesia is subject to and must obey Constitution ITE, Constitution Health, the law Invite Practice Medical And regulation legislation Which related other. Providers of doctor consultation services through *online media* are required to maintain secrecy documents/data user/ user, And must guard security datain order to avoid data leakage that will be misused by people Which do not have right. (Suhartana, 2020)

Temporary That, according to study owned by Listianingrum, Budiharto, & Easy, connection between company application And user is connection independent, connection between company application And doctor, pharmacy, or party others are partnership relationships, and relationships between users and application company partner is the relationship between the provider and the user from goods and/or service. Not quite enough answer company application Actually only limited about use application. Whereas, not quite enough answer to risk received by the user is the responsibility of the partners of the company the application in question which arose as a result of negligence and carelessness in carry out their professional duties or do not fulfill the rights of users who has regulated in law.

Online health service should be further regulated in regulation special. Breakthrough consultation from conservative to *on line* or online must protected by law, both protection for doctors, system administrators and especially important for users or users of online media users. There is blur And emptiness law about matter the And need exists decomposition more carry on about form protection Which can given to users without harming the business actor or vice versa, it is deemed necessary to carry out the interpretation of the laws and regulations that become base he did something process service health in a manner *on line* the.

Therefore, in order to create a good transaction climate, then service user service health *on line* including HealthReplies.com can increase effort Which Healthy for user, so that need endeavored something form new and adequate legal arrangements capable of regulating everything activity.

2. Method

Processing material law, that is organize ingredients law so that it can be read (*readable*) and interpretable (*interpretable*). Activity This includes parsing and classifying materials according to their qualifications wanted. In analyzing the data, the writer uses descriptive analysis qualitative, namely focusing more on legal analysis and reviewing materials law that is studied as a whole, namely by combining between legal issues and legal materials obtained thus generated something conclusion Which can used For answer formula problem which exists.

3. Discussion

3.1. Non Litigation through Body Completion Dispute User

Based on provision about settlement dispute as Which arranged in Chapter X Constitution Protection Consumer, emphasized that conflicts occur between business actors and users resolved through litigation or non-litigation channels based on choice voluntarily by the parties. Article 48 of the Consumer Protection Act mentions that the settlement of disputes through litigation refers to provision Which apply in Justice general. Meanwhile, the solution in outside court here it is Which can done with take advantage of the User Dispute Resolution Agency (hereinafter referred to BPSK) as regulated in Article 49 - Article 58 of the Law Protection Consumer.

Objective formation BPSK nor perpetrator business with create system protection user Which contain element certainty law And openness information. Existence BPSK will part from even distribution justice, especially for user Which feel harmed by business Because dispute in between user And perpetrator business usually nominal small so that user seldom For submit the dispute in Court No comparable between cost case And magnitude loss Which in experience. ⁷³ Under the provisions of Article 54 paragraph (3) of the Protection Act Consumer, so decision BPSK This is final And tie for parparty Which dispute, as well as decision BPSK This registered to Court Country local Where user harmed For get strength executive as arranged in Chapter 57 Constitution Protection Consumer. In relation with matter like has outlined previously that BPSK Actually beginning formed For settlement matters small, Because most case- user disputes scale small And characteristic simple. If dispute the must resolved in court, so precisely will "harm user because the cost of litigation that must be borne by the user is greater than the value the loss.

By Because That, in principle every user Which harmed, Which want to finish dispute user However with scale nominal Which ratedrelatively small amount can be done out of court through the Agency Completion Dispute User (BPSK), as arranged in chapter 49 paragraph (1) Constitution Protection Consumer. Whereas Which meant with Body Completion Dispute User is body Whichresponsible for handling and resolving disputes between business actors and user as arranged in chapter 1 paragraph (11) Constitution Protection Consumer.

The Consumer Protection Act states in Article 23 "that if the manufacturing business actor and/or distributor business actor refused and/or did not respond and/or did not fulfill the compensation make a loss on demands user, so user given right For suedbusiness actors and resolve disputes that arise through the Agency Completion Dispute User (BPSK) or by submit lawsuit to Justice in domicile user the".

para party in finish dispute lawsuit civil in electronic transactions can use arbitration channels, or other institutions like mediation, conciliation, And negotiation. Security is an interest in carrying out electronic-based transactions. ⁷⁶ Law Invite No. 8 Year 1999 about Protection Consumer, arrange about Penalty Administrative. Chapter 60 stated on paragraph:

1. Body settlement dispute user authorized drop penaltyadministrative action against business actors who violate Article 19 paragraph (2) And paragraph (3), Article 20, Article 25, and Article 26.
2. Administrative sanctions in the form of determining compensation of a maximum of Rp 200,000,000.00 (two hundred million rupiah).
3. The procedures for determining administrative sanctions as referred to in paragraph (1) arranged more carry on in regulation legislation.

Peaceful settlement is when the parties to the disputewith or without power/companion choose ways peace For resolve the dispute. As for what is meant by peaceful means the form negotiation in a manner discussion And or consensus between parathe party concerned. By peaceful settlement of disputes This, indeed want to worked on form settlement Which easy, cheap,and relatively faster. The legal basis for this peaceful settlement regulated in article 45 paragraph (2) jo. Article 47 of the Protection Act Consumer, in side That, arranged in Book III, Chapter 18, chapter 1851 untilchapter 1858 BW, concerning peace/ *daddy*.

3.2. Non-litigation through the Alodokter User Cancellation Process Procedure

Settlement peacefully held to achieve agreement about form and magnitude change make a loss and/or about action certain For ensure No will happening return losses suffered by users, as determined in article 47 of the Law Consumer Protection Act. Article 47 of the Protection Act The consumer also confirms that the user's dispute resolution is outside courts are convened to reach an agreement regarding the course of action to guarantee it will not happen again or will not be repeated return loss Which suffered user. In matter This form guarantee Whichintended in the form of a written statement explaining that it will not repeated return deed Which has harm user the. The resolution of the dispute does not eliminate criminal responsibilityas regulated in law.

In matter This, HealthReplies.com has claim that For complaint processblock auto debet Which considered long, HealthReplies.com mention that needed time For verify user. Process cancellation subscribe takes 3 working days. Alodokter customers can cancel subscription package by contacting the customer service Alodokter via email at support@alodokter.com or WhatsApp message 0812-8888- 0256 and telephone at 021-30000256. Clarification of account closure the have to go through the process complete verification. HealthReplies.com claim always respond to complaint Whichbe delivered via social media at the latest 1 x 24 O'clock. Day Work o'clock 08.00 WIB-20.00 WIB And day holidays/dates red 08.00 WIB-17.00 WIB. User can convey complaint And application closing account tonumber WA 0812-8888-0256. Application closing account can be submitted at 08.00 WIB - 20.00 WIB on weekdays, or 08.00 WIB WIB – 17.00 WIB on day holiday or red date.

Connection between user with company application in online health services such as Alodokter are basically regulated in the Article 11 Number 1 from Condition and Terms Application:

"Connection We with You is something connection independent and between us there is no agency, partnership, business relationship joint venture, employee or owner franchises Which will arise as is Provision Use This".

Connection law Which happen between company application in service health on line with user can called as agreement regarding the procedures and conditions for using the application, like Which regulated in condition and conditions from this app:

"By downloading, installing, and/or using the application or web app, user agree that user has read, understand, know, accept, and agree to all information, terms and conditions for using the application or web app Which there is in Provision Use This. Provision this use constitutes a legal agreement regarding the procedures and terms of use of the application or web app or website between users with application manager or web app or website ie provider service".

Obligation from company application Which status as liaison is to provide applications as a platform where service providers meet with user (user service) besides That as perpetrator business liaison, company application connect user with providerservice if there is question, complaint, nor application change loss from the user (service user) to the service provider while the rights are accepted by company application is accept payment Which will later be divided according to the agreement in the partnership agreement between application companies and healthcare service providers. Then, the responsibility of the user as user service arranged in Chapter 5 Invite Invite Number 8 Year 1999 Concerning Consumer Protection namely: ⁷⁸

1. Read or follow the information instructions and usage procedures or utilization of goods and/or services, for security and safety;
2. Have good faith in conducting goods and/or services purchase transactions;
3. Pay according to the agreed exchange rate;
4. Participate in proper legal settlement of user protection disputes.

Right Which accepted by user from company application is canuse application For do transaction electronic with service provider and be heard or assisted for resolution if any question, complaint nor application change make a loss Because exists loss. Therefore, a request for closing an account is also one of the rights that can demanded by user application HealthReplies.com And must done with as soon as possible so that No raises loss Which more big for user HealthReplies.com on auto debit case.

3.3. Completion Dispute Through Track Litigation in Court

In principle, any user who is harmed can sue the perpetrator business through institution Which on duty finish dispute between user And perpetrator business (BPSK) or through body Justice in place position user, as specified in article 23 of the Consumer Protection Act. If efforts have been made to resolve user disputes amicably and dispute resolution through BPSK, then the lawsuit through the court only can be taken if the effort is declared unsuccessful by one of the parties party or by para which party dispute.

Authority to resolve user disputes through internal courts general court environment with reference to the provisions in force in the general court environment. This means the procedure for filing a lawsuit in the case of user protection refers to the civil procedural law apply. Parties who can file a lawsuit for the violation of the perpetrator business according to Chapter 46 paragraph (1) Constitution Protection Consumer that is:

- a) A user Which harmed or expert inheritance Which concerned.
- b) A bunch user Which have interest Which The same.
- c) Institution protection user self-subsistent public Which fulfil conditions, namely in the form of a legal entity or foundation within the budget basically stated explicitly that the purpose of the establishment of the organization the is For interest protection user And has carry out activity in accordance with the basic budget.
- d) Government and/or agency related if goods and/or service Which consumed or utilized resulting in large

material losses and/or not a few victims.

An injured user can file a claim for compensation directly to BPSK either personally or through a non-governmental user protection agency, while a claim made by a group of users, non-governmental user organizations and the government or related agencies can only be filed in court, as stipulated in Article 46 paragraph (2) of the Consumer Protection Act.

If an out-of-court settlement of user disputes has been chosen, a lawsuit through court can only be pursued if the attempt is declared unsuccessful by one party or by the parties to the dispute. This means that the settlement of disputes through the courts remains open after the parties fail to resolve their disputes outside the court, but by using the basis of the lawsuit regulated in BW (Burgerlijk Wetboek)/KUHP data.⁸⁰

The establishment of the BPSK, which is a mandate from the Consumer Protection Law, is expected to be a means for users who aim to protect the rights and obligations of users with legal certainty. However, this does not mean that the existence of the Consumer Protection Act is to kill business actors, but rather as a means to compete in facing the free market era, because business actors are required to be able to compete in terms of producing and trading quality goods and/or services, which in the end will lead to encouraging a healthy business climate.

UU no. 8 of 1999 concerning Consumer Protection also regulates Criminal Sanctions, regulated in Article 61 states: Criminal prosecutions can be carried out against business actors and/or their management. Meanwhile, Article 62 paragraph:

1. Business actors who violate the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with a crime maximum imprisonment of 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah).
2. Business actors who violate the provisions referred to in Article 11, Chapter 12, Chapter 13 paragraph (1), Chapter 14, Chapter 16, And Chapter 17 paragraph (1) letter d and f shall be punished with imprisonment for a maximum of 2 (two) years or criminal fine most widely Rp 500,000,000.00 (five hundred million rupiah).
3. To violation Which resulted wound heavy, Sick heavy, disabled still or death provisions apply criminal Which apply.

Article 45 A paragraph (1) of Law Number 19 of 2016 concerning Amendments to Constitution Number 11 Year 2008 About Information And Transaction Electronics mentions where business people violate regulations legislation in business electronic will imposed penalty criminal, administration, and compensation so it is hoped that it will reduce and prevent case fraud like This happen Again. As for sound chapter 45A the that is: Every Person Which with on purpose And without right spread news Lie and misleading resulting in user losses in Transactions Electronic as referred to in Article 28 paragraph (1) shall be punished with maximum imprisonment of 6 (six) years and/or a maximum fine IDR 1,000,000,000.00 (one billion rupiah).

4. Closing

Based on the description that has been explained above, it can be concluded that Legal remedies that can be taken by a user whose account is affected by auto-debit without the user's consent, namely first, by resolving disputes through non-litigation channels involving a user dispute resolution agency and with the ease of the Alodokter user settlement process procedure. Second, dispute resolution through litigation in court. In the future, Alodokter must include clear information regarding the procedures for canceling Alodokter users and facilitating verification of deleting Alodokter accounts, so that it does not harm users.

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