



**JLPH:**  
**Journal of Law, Politic  
and Humanities**

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DOI: <https://doi.org/10.38035/jlph.v5i5>  
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E-ISSN: 2962-2816  
P-ISSN: 2747-1985

## Legal Liability of Business Actors for Damaged Smartphone Products from a Consumer Protection Perspective

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**Abstract:** This research discusses business actors whose products are damaged in large quantities. The purpose of this study is to examine how the responsibility of business actors for the products sold and analyze whether the responsibilities of business actors are in accordance with statutory regulations, especially Law Number 8 of 1999 concerning Consumer Protection. The research method used is normative legal research, with a case approach and legislative approach. Research data is obtained from primary legal sources in the form of laws and regulations, doctrine, scientific literature, and the results of relevant academic studies. The results showed that business actors have carried out their obligations by providing after-sales service in the form of unit repairs. However, in this case, it was found that many consumers experienced the same damage, so the business actor should take another step, namely recall the product from distribution.

**Keyword:** Consumer Protection, Business Actors, Warranty.

### INTRODUCTION

Humans are social beings who naturally live in groups and engage in interaction as a means of survival and to enrich their life experiences. Since prehistoric times, the necessity to establish relationships, cooperate with one another, and build communities has constituted an integral part of human life. In modern day life, smartphones play a vital role as tools of communication, whose functions extend far beyond merely making phone calls or sending text messages, smartphones now offer a wide array of features such as instant messaging applications, social media platforms, and video calling services, all of which facilitate swift and efficient communication. With the capacity to access diverse platforms for information and communication, smartphones support a wide range of social life aspects, ranging from work-related collaboration to the maintenance of personal relationships, thereby making smartphones an indispensable tool in the fabric of daily life. (Rizky, 2023).

In the current era of globalization, smartphones have evolved into a primary necessity for a considerable portion of the population, including within Indonesia. According to data obtained from the website Statista.com, Indonesia with a population exceeding 270 million people had approximately 194 million smartphone users in the year 2024. This rapid growth

has been driven by increasingly widespread internet penetration and steadily improving accessibility. The combination of internet connectivity and smartphone technology has enabled more people to become connected to the digital world and to make use of various applications and online services in their everyday lives. In addition, the continuous development of technological innovation has also played a role in accelerating the rate of smartphone adoption, resulting in these devices becoming increasingly embedded in various facets of modern society.



Source : statista.com

**Figure 1. Graph of the projected growth in the number of smartphone users in Indonesia from 2018 to 2028.**

When it comes to purchasing a smartphone, there are numerous considerations that must be taken into account to ensure that the chosen product corresponds to one's specific needs and personal preferences. Such considerations may include, but are not limited to, the price of the device, its technical specifications, brand reputation, design, and the intended usage. Xiaomi, a smartphone company originating from China, offers solutions that address many of these purchasing considerations, one of which is exemplified through the release of its Poco X3 Pro series. Based on data reported by Liputan6, this particular product was launched in March 2021 and achieved a total sales figure of 25,000 units in the Indonesian market. (Guntur, 2023).

Based on reports circulating through various media outlets, numerous complaints have emerged regarding Xiaomi smartphones, particularly the Poco X3 Pro series, which have experienced mass malfunction characterized by total shutdown. Upon further investigation by professional technicians, it was discovered that the primary cause of the issue was damage to the motherboard component. A similar case was encountered by a content creator named Steven Sanjaya, who runs a YouTube channel under the name "Youtuber Culun." He briefly explained that in December 2021, his Poco X3 Pro smartphone experienced a total shutdown, and based on the available information, it was confirmed that the device was still within its warranty period. Subsequently, in January 2022, he decided to file a warranty claim at one of Xiaomi's official service centers. (Steven, 2022). The service center responded to Steven Sanjaya's claim by offering a warranty procedure in the form of a motherboard replacement.

based on to the provisions of Law Number 8 of 1999 concerning Consumer Protection, business actors are legally responsible for providing compensation for any damage, pollution, and/or loss suffered by consumers in connection with the use of goods and/or services that are produced or traded. (Mahayani, 2022). This responsibility reflects the absolute obligation of business actors to ensure the safety, quality, and benefits of the products offered to consumers. (Fathanudien, 2024). In line with this, Minister of Trade Regulation Number 38 of 2019 further emphasizes the aspect of such responsibility by requiring business actors, particularly producers and importers of electronic and telematics products, to provide adequate after-sales services. This obligation includes the provision of service centers, a minimum warranty period of one

year from the date of purchase, and the availability of spare parts for at least one year after the end of the warranty period. (Wulandari, 2024) There two regulations jointly demonstrate that consumer protection is not limited merely to the moment of transaction, but also extends to the period after the transaction has taken place, through a guarantee of the continued functionality and service of the purchased goods, as a concrete form of legal responsibility of business actors toward the rights of consumers.

Several prior studies have discussed themes related to this issue. The first is a study authored by Kadek Kertayasa (2021), which explores the responsibility of business actors who sell electronic goods in the form of smartphones. This study provides a general description of the form of business actor responsibility according to the Consumer Protection Law, whereas the present study provides a deeper explanation of the concrete resolution of problems and identifies the form of business responsibility in question as the provision of warranty claims to consumers whose smartphones experienced mass total failure.

The second study with a similar theme is also utilized by the author as a reference for previous research. This study was written by Farida Tuharea (2022), which discusses legal protection concerning the purchase of smartphones conducted through online transactions. In her research, Farida explains the form of business actor liability in the case of the owner of the MiPhone store located in Jayapura. In contrast, the present study focuses on how the form of business actor liability specifically in this case, the Xiaomi company is manifested when the smartphones being marketed and sold to consumers are found to be defective or experience damage.

Based on the background that has been described above, this research formulates two main research questions as follows: first, what is the form of legal protection available to consumers who experience smartphone damage during the warranty period? Second, how is the responsibility of business actors defined toward consumers who experience damage to their smartphones during the warranty period? These research questions will be addressed by referring to the principles of consumer protection law and the legal obligations of business actors in relation to products that fail to meet the quality standards that were promised.

## **METHOD**

This article is written using a normative juridical legal research method, namely a research method that employs an approach focusing on the study and analysis of legal norms as contained in statutory regulations and other relevant legal literature. The data sources used in this research are secondary data, which consist of primary legal materials in the form of Law Number 8 of 1999 concerning Consumer Protection, Minister of Trade Regulation Number 38 of 2019 concerning Provisions on User Instructions and After Sales Service Guarantees for Electronic Products and Telematics Products, as well as Minister of Trade Regulation Number 69 of 2018 concerning the Supervision of Circulating Goods and/or Services. In addition, secondary legal materials used include books, undergraduate theses, and previous scientific articles. The approaches utilized in this research are the case approach and the statutory approach, both of which are then analyzed and concluded based on applicable legal norms.

## **RESULTS AND DISCUSSION**

### **Forms of Legal Protection for Consumers Who Experience Smartphone Damage During the Warranty Period.**

Legal protection is an effort carried out by the government, through law enforcement officers and relevant institutions, to ensure the fulfillment of the legal rights of every individual or group in society as regulated by the prevailing laws and regulations. (Putra, 2023). Legal protection aims to provide a sense of security, justice, and legal certainty for justice seekers, both through preventive actions to prevent legal violations and repressive actions in the form of law enforcement against parties who violate rights.

Consumer protection is an inseparable part of legal protection, in which the government has the obligation to provide legal guarantees for consumer rights in their legal relationship with business actors. This protection aims to ensure that consumers receive goods and/or services that are safe, of good quality, and in accordance with the information provided by business actors. (Susilowati, 2020) One of the laws related to consumer protection is Law Number 8 of 1999 concerning Consumer Protection (UUPK), which regulates consumer rights, such as the right to comfort, safety, and security, as well as the right to compensation or reimbursement in the event of losses resulting from goods and/or services that do not comply with the provisions.

Article 4 of the UUPK establish that every consumer has the right to comfort, safety, and security in the use of goods and/or services. In the case of purchasing a smartphone, this right includes a guarantee that the product received is in good condition, functions properly, and is free from defects. (Utama, 2024). If the smartphone is damaged after purchase, especially during the warranty period, the consumer has the right to file a complaint, demand repairs, a unit replacement, or even a refund in accordance with the principles of justice and the responsibility of business actors. Furthermore, Article 4 letter h also grants consumers the right to receive compensation, reimbursement, or replacement if the goods and/or services received are not in accordance with the agreement or cause harm. Damage to a smartphone that occurs without user fault constitutes a form of nonconformity with the specifications promised by the business actor. Normatively, this creates a legal obligation for the seller or manufacturer to resolve the dispute through a consumer protection mechanism that is fair, effective, and does not complicate the consumer's effort to claim their rights protected by law.

With regard to the consumer's right concerning defective products, the provisions of Article 4 of the UUPK must also be interpreted in conjunction with Article 7, which regulates the obligations of business actors. Article 7 letters a and b emphasize that business actors are obliged to act in good faith in conducting their business activities and to provide accurate, clear, and honest information regarding the condition and warranty of goods. Therefore, when a consumer purchases a smartphone that suffers damage not caused by user error, the business actor is obligated to assume responsibility by offering a replacement, repair, or refund. (Amalia, 2024). This illustrates that consumer protection is not merely a passive right, but is supported by the active obligation of business actors to ensure the quality and reliability of the goods they market. If the business actor fails to fulfill these obligations, such failure may be considered a breach of contract and a violation of the principle of legal responsibility, and may be subject to administrative sanctions or civil lawsuits as further established in the provisions of the UUPK.

The obligations of business actors as regulated in Article 7 of the UUPK receive further reinforcement in Article 19, which governs the responsibility of business actors for losses suffered by consumers. Article 19 paragraph (1) establish that business actors are liable to provide compensation for damages, pollution, and/or losses incurred by consumers during the use of goods and/or services produced or traded. (Hasbi, 2024). In relation to the damage of a purchased smartphone, this provision affirms that if the smartphone does not function properly and causes material or immaterial losses to the consumer, the business actor bears a legal obligation to compensate for such losses. Compensation may be provided in the form of a refund, replacement of goods, or free servicing, in accordance with the agreement. This obligation is absolute as long as it can be proven that the damage was not caused by the consumer's fault, and the business actor cannot deny responsibility on any grounds contrary to consumer rights protection.

based on Article 4 of the Regulation of the Minister of Trade of the Republic of Indonesia Number 38 of 2019 concerning After-Sales Service Guarantees for Electronic Goods, consumers who purchase electronic goods such as smartphones are entitled to after-sales service in the form of a warranty of at least one year from the date of delivery. This means that if the purchased smartphone suffers damage within the warranty period, the consumer has the right

to receive repairs, replacement, or other services in accordance with the applicable provisions, without incurring additional costs. The obligation of producers or business actors to provide after-sales service is intended to provide legal protection for consumers regarding the quality of goods purchased and to encourage business actors to take responsibility for the products they market. This provision constitutes part of consumer protection as guaranteed under trade and consumer protection regulations.

The first step that must be taken when a consumer experiences damage to a smartphone is to file a warranty claim directly with the business actor, manufacturer, or authorized service center listed in the warranty card. This step is the initial procedure in accordance with the provisions of Article 4 and Article 19 of Law Number 8 of 1999, as well as Article 4 of the Minister of Trade Regulation Number 38 of 2019. (Tarina, 2019). To strengthen the claim, the consumer must include valid proof, such as a purchase receipt, warranty card, and other supporting documents that indicate the damage was not caused by misuse. The business actor is obliged to respond and provide a solution in the form of repair, replacement of spare parts, or unit replacement if the damage cannot be repaired.

If a business actor or authorized service center refuses to repair a damaged smartphone during the warranty period, even though the consumer has followed the proper claim procedure with valid proof, the consumer has the right to pursue resolution outside of the business actor. One of the institutions that can be utilized is the National Consumer Protection Agency (BPKN) as regulated in Article 31 of the UUPK. (Farisy, 2024). BPKN functions to provide advice and handle complaints from consumers in cases where their rights have been violated, including the right to comfort, safety, and security in the use of goods or services. BPKN also plays roles in advocacy, education, and mediation between consumers and business actors. Although BPKN decisions are not legally binding, the institution remains relevant in offering fast and communicative non-litigation solutions, serving as an initial step that strengthens the consumer's position before resorting to more formal legal mechanisms.

If mediation through BPKN does not result in a resolution, the consumer may opt for adjudicative settlement by choosing the Consumer Dispute Settlement Agency (BPSK) as a legitimate legal forum, as governed by Article 49 of the UUPK. BPSK is authorized to resolve disputes between consumers and business actors through mediation or arbitration processes. Unlike BPKN, BPSK's decisions are binding and carry legal force equivalent to a first-instance court ruling. BPSK can summon the parties, examine evidence, and issue decisions based on principles of justice and consumer protection. (Rahmawati, 2024) In cases where a business actor refuses to fulfill a valid warranty claim, BPSK may require repairs, replacement of goods, or a refund. Therefore, BPSK serves as an efficient, affordable, and accessible dispute resolution mechanism for aggrieved consumers. (Dahlan, 2025).

In addition to providing after-sales services in the form of repairs, there is one more critical action that business actors must undertake: the recall of sold smartphone units. This step is a tangible form of legal responsibility by business actors as regulated under Article 41 of Minister of Trade Regulation Number 69 of 2018. Product recall is conducted when a product is proven to contain a defect that may cause harm or loss to consumers. (Syafitri, 2022). Through this mechanism, business actors not only rectify individual legal relations with consumers but also prevent broader risks for other consumers. Product recall is usually followed by a new unit replacement, thorough repair, or a refund in accordance with the provisions. As such, this measure represents not only legal compliance but also an ethical commitment by companies to ensure the safety and satisfaction of their consumers.

Although BPKN and BPSK do not have direct authority to order product recalls, their decisions and recommendations remain significantly relevant in prompting further action by competent technical authorities. BPSK's final and binding decisions may serve as legal indicators that a specific smartphone product is defective or dangerous, thus warranting follow-up. Meanwhile, BPKN's recommendations to the government can serve as an administrative



basis for the Ministry of Trade or the Ministry of Industry to conduct technical investigations and order the recall of products from distribution based on to Article 41 of Minister of Trade Regulation Number 69 of 2018. Hence, the role of BPSK and BPKN in product recall is indirect yet strategic, as they help strengthen the consumer protection and supervision system holistically through inter-institutional coordination, in line with the principles of legal protection that are preventive, responsive, and oriented towards consumer safety as outlined in the UUPK.

### **Business Actors' Responsibilities to Consumers Who Experience Smartphone Damage During the Warranty Period**

Consumer protection is one of the parts legal system that aims to uphold justice in the relationship between business actors and consumers. There are two primary approaches to consumer protection, the preventive approach and the repressive approach. The preventive approach is implemented as a precautionary measure to prevent violations, through legal regulations, product and service oversight, and consumer education. Meanwhile, the repressive approach is applied when consumer rights have been violated, serving as a recovery effort and legal enforcement. These two approaches are complementary and equally essential in creating an effective consumer protection system. (Eleanora, 2023).

Preventive actions taken by business actors are a key step in preventing violations of consumer rights as regulated in the Consumer Protection Law (UUPK). (Ulya, 2022). These actions represent a tangible form of legal compliance, wherein business actors are responsible for ensuring that the marketed products or services meet quality and safety standards in accordance with the provisions. To achieve this, business actors must undergo product testing, obtain certification from authorized agencies, and include product labeling that is honest, clear, and non-misleading. Furthermore, in business practices, business actors must also provide transparent information so that consumers do not make mistakes in selecting and using products or services. If consistently applied, these preventive measures not only protect consumers from harm but also help business actors build market trust, maintain their reputation, and avoid future legal disputes.

Xiaomi, the company that sells the Poco X3 Pro, has implemented preventive actions in accordance with the provisions of the Consumer Protection Law (UUPK). This was confirmed by a consumer named Steven Sanjaya, who acknowledged that Xiaomi had provided clear product information, including technical specifications, safety features, and detailed user guides. This information was delivered through the product packaging, the official website, and the product manual. Additionally, Xiaomi ensured that the Poco X3 Pro underwent quality testing before being marketed, thereby assuring consumers of the product's quality and safety. This effort aligns with the principle of business actor responsibility under the UUPK, which mandates that producers must provide accurate, clear, and honest information and guarantee the quality of goods sold. Accordingly, Xiaomi is deemed to have fulfilled its duty to protect consumer rights preventively in accordance with the applicable legal provisions.

Meanwhile, if preventive measures fail to prevent violations from occurring, the repressive approach plays a role in enforcing the law. This approach provides consumers with the opportunity to assert their rights when suffering losses due to the negligence or fault of business actors, either through out-of-court dispute resolution mechanisms or through litigation processes in court. (Filan, 2024). In such cases, business actors are obligated to provide compensation, product replacement, or other forms of remedy in accordance with applicable legal provisions. Moreover, the imposition of administrative, civil, or even criminal sanctions on violating business actors is also an important component of the repressive approach. The objective is not only to deliver justice to the aggrieved consumer, but also to serve as a deterrent effect, encouraging business actors to exercise greater care in their commercial activities. There

two approaches preventive and repressive form an integral, complementary system in consumer protection.

Business actors, including companies such as Xiaomi, are not only required to implement preventive actions but also to take repressive measures if product defects or non-conformities are found, as established under the Consumer Protection Law (UUPK) and Minister of Trade Regulation No. 38 of 2019. Concrete examples of repressive measures include compensation in the form of a refund, product replacement, or free repair if the product is proven to be defective or does not conform to the agreement, as governed by Article 19 of the UUPK. In addition, Minister of Trade Regulation No. 69 of 2018 also requires business actors to recall products from distribution if the products fail to meet safety standards or may endanger consumers. Based on Article 41 of the said regulation, business actors are obliged to conduct a product recall if it is proven that the product has widespread defects. (Sitorus, 2021). This action reflects legal compliance and a moral responsibility toward consumer safety and rights.

A consumer named Steven Sanjaya reported that his Poco X3 Pro smartphone suffered damage during the usage period. According to Steven, after a relatively short period of use and while still under warranty, his smartphone began to exhibit signs of malfunction, such as unusually slow system performance, frequent automatic restarts, and ultimately, a complete failure resulting in the device becoming inoperable. Although Steven used the device according to the user manual and never modified or engaged in actions that would void the warranty, the damage occurred without any clear fault from the user's side. After evaluating the situation, Steven decided to bring his Poco X3 Pro smartphone to an authorized service center in his city, namely BEC Bandung, in the hope that the repair would be carried out in accordance with proper procedures and his consumer rights would be fulfilled.

Steven Sanjaya stated that Xiaomi has fulfilled its legal obligations by taking repressive measures in accordance with the provisions of the Consumer Protection Act (UUPK). The repressive action received by Steven was an after-sales service in the form of product repair at an official service center at no cost, provided that the damage was covered by the warranty and not caused by consumer negligence. This step demonstrates Xiaomi's commitment to fulfilling its legal responsibility as a business actor, as established in Article 19 of the UUPK, namely providing redress for consumer losses through replacement, repair, or proper compensation. Through this after-sales service, consumers continue to receive protection for their rights even after receiving the product, thereby maintaining consumer trust in the manufacturer.

Although the smartphone company has fulfilled its obligations by providing repair services at official service centers, the company still needs to take further action by conducting a recall of the Poco X3 Pro product. A recall is important if there are numerous reports of similar damages from consumers, as it indicates a possible inherent defect in the product itself. By conducting a recall, the company can repair or replace defective units before more consumers are harmed. (Ariyanto, 2021). Furthermore, this step demonstrates that the company genuinely cares about consumer satisfaction and safety. If the company responds swiftly, consumer trust in the brand can be preserved, and the company may avoid potential legal complaints in the future. Therefore, a recall is not only a form of responsibility but also a smart move to protect the company's reputation and ensure business continuity amid industry competition.

To date, Xiaomi as the manufacturer of the Poco X3 Pro smartphone, has not carried out a product recall. One contributing factor to the absence of a recall is the government's lack of assertiveness in supervising and compelling businesses to promptly recall defective products from distribution. Without the enforcement of concrete legal instruments, companies tend to adopt a passive stance, merely offering individual repairs through service centers without taking broader corrective measures. Hence, active government intervention is needed in the form of issuing technical regulations, enforcing strict oversight, and imposing sanctions when

necessary, so that businesses are not solely driven by profit motives, but also fulfill their obligations to provide comprehensive consumer protection..

## CONCLUSION

Based on the results of the research conducted, it can be concluded that business actors who have fulfilled their obligations represent a manifestation of legal protection for consumers as regulated under Law Number 8 of 1999 concerning Consumer Protection.

Consumers have the right to obtain products that meet safety and comfort standards. On the other hand, business actors are obliged to provide after-sales services, repair, replace, or refund products that suffer damage in accordance with the legal provisions, as established in Article 19 of the Consumer Protection Law and Article 4 of Minister of Trade Regulation Number 38 of 2019.

However, in practice, business actors often limit their actions merely to providing compensation without taking further steps such as product recall from distribution, whereas such measures are essential to prevent losses for other consumers.

If business actors fail to fulfill their obligations, consumers may pursue dispute resolution efforts through non-litigation channels such as the National Consumer Protection Agency (BPKN) or the Consumer Dispute Settlement Agency (BPSK) as an effective form of legal protection prior to taking the matter to court.

Therefore, consumer legal protection in cases involving product damage demands the commitment of business actors to be accountable, in order to ensure that consumer rights remain protected fairly and in accordance with the prevailing legal provisions in Indonesia.

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