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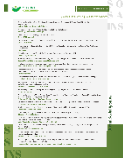

Reconstruction of Business Actor Regulation and Digital Platform Responsibilities in Consumer Protection Facebook Marketplace

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Abstract

Social commerce blurs the boundaries between personal and commercial transactions, creating uncertainty regarding seller status, platform responsibility, and consumer remedies on Facebook Marketplace. This study examined weaknesses in the Indonesian legal framework governing business actors and digital platforms and formulated a proportional reconstruction model for consumer protection. It employed prescriptive normative legal research using statutory, conceptual, and functional comparative approaches. The legal materials included Indonesian regulations on consumer protection, electronic systems, and electronic commerce, alongside the European Union Digital Services Act, China's Electronic Commerce Law, and India's Consumer Protection (E-Commerce) Rules. The materials were analyzed qualitatively by identifying regulated subjects, obligations, liability triggers, and available remedies. The findings indicated that Indonesia does not lack regulations; rather, existing provisions remain fragmented and require clearer connections between indicators of commercial activity, platform functions, and mechanisms for loss recovery. Seller classification should consider transaction continuity, profit orientation, inventory procurement, and sales organization rather than relying solely on account type. Platform liability should be structured proportionally based on function, level of control, knowledge, and involvement, while consumer protection mechanisms should strengthen seller traceability, information disclosure, complaint documentation, and proportionate remedies. This study concludes that harmonized regulations combining substantive seller classification, function-based platform responsibility, and accessible redress mechanisms can improve legal certainty and consumer protection without imposing uniform liability on all sellers or digital platforms.

INTRODUCTION

Commerce through social media combines communication, information dissemination, and product offerings within a single digital environment. Users can participate as members of online communities while simultaneously acting as sellers or buyers. This shift in roles creates legal uncertainty when interactions that appear personal are conducted commercially and repeatedly. In such circumstances, identifying business actors becomes essential because it determines information obligations, accountability standards, and consumer redress mechanisms available to buyers. This article uses Facebook Marketplace as a contextual setting to examine these issues, rather than as an object of technical compliance auditing for all Meta services.

Facebook introduced Marketplace in 2016 as a feature that enables users to discover, purchase, and sell goods within their local communities (Facebook, 2016). The direct interaction model between users makes it relevant for examining interpersonal or consumer-to-consumer transactions. However, the existence of this model does not imply that every seller operates solely for personal purposes. Users who continuously offer goods from available inventory may engage in commercial activities, even when using personal accounts. Conversely, individuals who occasionally sell personal belongings should not automatically be equated with professional merchants who systematically organize sales for profit.

Consumer protection issues arise from differences in information control and transactional control capabilities among parties. Buyers may not always be able to verify the condition of goods or confirm the identity of sellers before agreeing to payment. Sellers control information regarding the offered goods, while digital platforms manage the environment in which offers are displayed and communication is initiated. When disputes occur, consumers require clarity regarding the party responsible for responding to complaints and providing remedies (Consumer Protection (E-Commerce) Rules, 2020). Therefore, the analysis should not be limited to the contractual relationship between buyer and seller; the relationship between digital service utilization and the obligations of platform operators must also be examined separately.

Law Number 8 of 1999 concerning Consumer Protection provides a legal foundation for consumer protection through consumer rights, business actor obligations, standard clause regulation, and liability for losses. The definition of business actors under Article 1 number 3 has a broad scope and does not restrict business activities to offline transactions. Therefore, the primary issue is not merely the absence of the term “platform” within the regulation, but rather how the elements of business activity are substantively applied to various forms of digital commerce. Seller classification should be conducted based on actual commercial activities so that the use of personal accounts does not automatically become a basis for avoiding consumer protection obligations (Law Number 8 of 1999, 1999, Article 1 number 3).

Relevant provisions are also found within the electronic information and transaction regulatory framework and electronic commerce regulations. The amendment of the Electronic Information and Transactions Law through Law Number 1 of 2024 must be considered in interpreting the applicable legal framework. At the ministerial regulation level, Minister of Trade Regulation Number 19 of 2026 replaced Minister of Trade Regulation Number 31 of 2023. These regulatory developments indicate that discussions regarding regulatory gaps must consider current legal developments rather than relying solely on previously applicable provisions (Law Number 1 of 2024, 2024; Regulation of the Minister of Trade Number 19 of 2026, 2026).

Consumer protection literature provides a foundation for evaluating the balance of relationships between providers of goods or services and the parties who use them. (Miru & Yodo, 2015) are used as references regarding the construction of consumer protection principles, while (Hadjon, 1987) provides a distinction between preventive and repressive legal protection. These perspectives are relevant for differentiating between measures aimed at preventing losses and mechanisms for recovery after losses occur. Meanwhile, (Gumilar et al., 2025) examined the reconstruction of third-party dispute resolution within the context of digital economic transformation. This perspective highlights the importance of linking the allocation of obligations with consumer access to dispute resolution mechanisms.

This article focuses on the relationship between seller classification and platform liability attribution. The research gap lies in the lack of clarity regarding how indicators of commercial activity, the factual role of digital platforms, and consumer recovery mechanisms can be connected within a single operational analytical framework. Strengthening complaint mechanisms alone does not determine which party is responsible for compensating losses, while expanding legal definitions alone does not guarantee effective consumer assistance. Therefore, the novelty of this study lies in integrating these three elements into a normative reconstruction model rather than claiming that platform responsibility issues have never been previously examined.

This research aimed to analyze normative arrangements and existing weaknesses regarding the position of business actors and platform responsibilities, and subsequently formulate a proportional reconstruction model. The research questions focused on how law identifies business activities in Facebook Marketplace transactions and how platform obligations can be associated with their level of control and involvement. Theoretically, this discussion contributes to clarifying the relationship between legal certainty and consumer protection. Practically, the findings may serve as considerations for policymakers, platform operators, and dispute resolution institutions, while further assessment remains necessary regarding implementation feasibility.

METHOD

Research Design

This study employed prescriptive normative legal research. The object of the study was legal norms, concepts, and arguments concerning the position of business actors and the responsibilities of digital platforms in Facebook Marketplace transactions. This approach was used to evaluate applicable regulations (ius constitutum) and formulate recommendations for future legal development (ius constituendum), rather than to statistically measure user behavior (Marzuki, 2017; Soekanto & Mamudji, 2015).

The research applied legislative, conceptual, and functional comparative approaches. The legislative approach examined the relationship among consumer protection regulations, electronic system implementation, and electronic commerce provisions. The conceptual approach analyzed relevant legal concepts, including business activities, legal certainty, preventive and repressive protection, and liability principles. The comparative approach was applied functionally to examine legal protection mechanisms that could provide references for Indonesian regulatory development while considering differences in legal systems.

Population and Sample

This study did not use a population and sample of respondents because the study unit was in the form of legal materials. The selection of materials was based on their relevance to seller identification, digital intermediary liability, information traceability, complaints, and recovery of consumer losses. Primary legal materials consisted of Indonesian laws and regulations as well as comparative legal instruments. Secondary legal materials included books and scientific articles explaining related concepts and arguments. The platform's official information is used as a service document, not as a state regulation or data that represents the entire user experience.

Data Collection Procedure

Data collection is carried out through literature studies and document studies to obtain legal materials. The main materials include Law Number 8 of 1999; Law Number 11 of 2008 as amended by Law Number 19 of 2016 and Law Number 1 of 2024; Government Regulation Number 71 of 2019; and Government Regulation Number 80 of 2019. The update of materials in the article includes Regulation of the Minister of Trade Number 19 of 2026. Regulation of the Minister of Trade Number 31 of 2023 is placed as an earlier regulation that has been revoked.

Comparative materials include the European Union's Digital Services Act, China's Electronic Commerce Law, and India's Consumer Protection (E-Commerce) Rules. Searches are directed to official manuscripts or publications to check identity, materials, and regulatory status. Literature is collected based on its relevance to the research issue. The materials obtained are inventoried and grouped according to legal subjects, obligations, basis of responsibility, and dispute resolution mechanisms.

Research Instruments

The research instrument is in the form of document review guidelines that focus on four aspects: regulated subjects, obligations imposed, acts that give rise to liability, and recovery mechanisms. These four aspects are a reference in reading and comparing legal materials. The researcher interprets and prepares arguments based on the material studied. This study does not use questionnaires, interview guidelines, or statistical measurement instruments because it does not involve collecting data from respondents.

Data Analysis Procedure

Legal materials are analyzed qualitatively through the interpretation of provisions and the relationship between norms. The analysis begins by identifying the position of the seller and the platform, mapping the obligations of each, and then assessing the consistency of the regulation. The comparison is directed at the protection function, not at the equalization of the entire legal structure of the comparative country. Conclusions are formulated prescriptively based on the clarity of the subject, the consistency of liability, the proportionality of responsibility, and the availability of the remedy path. The results of the analysis are not used to conclude the empirical effectiveness of the regulation or establish the error of the platform in a concrete case.

Implementation Steps

The implementation of the research is arranged in the stages of determining the problem and the limits of the study; collection and inventory of legal materials; grouping of norms according to the legal relationship of the parties; interpretation and comparison of arrangements; and formulation of reconstruction models. The resulting proposals are then placed as normative recommendations. Distinctions between applicable provisions, rules that have been revoked, and proposed reforms are maintained so that arguments do not mix positive legal descriptions with policy choices that still require further testing.

Ethical Considerations

This document-based research does not involve human participants or the collection of users' personal data. Academic integrity is maintained through the inclusion of sources, the accuracy of regulatory identification, and the separation between the content of the source and the interpretation of the researcher. Service information is treated in context, while illustrations of the problem are not stated as empirical findings or court decisions. Statements regarding accountability in a particular case still require separate evidence and examination.

RESULTS AND DUSCUSSION

The Position of Sellers and Platforms in Digital Legal Relationships

The results of the analysis show that the determination of legal standing must start from the functions carried out by each party. In a digital environment, professional sellers, small-scale business actors, and incidental sellers can be present. Status as a social media user does not provide a final answer regarding business activities. Indicators such as continuity of supply, purpose of profit, procurement of goods for resale, and organization of sales activities are more relevant to assess the nature of activities. This approach reduces reliance on account names or unilateral statements of sellers when determining applicable protections.

The relationship between the buyer and the seller needs to be distinguished from the relationship between the user and the platform. In the first relationship, the subject matter relates to the goods, price, delivery, and suitability of the agreed achievements. In the second relationship, the subject matter of the obligation relates to the use of the service and the operation of the system. The two can be interrelated, but not identical. Therefore, it is incorrect to assume that the absence of the involvement of the platform in the sale and purchase contract always means that there is no legal relationship between the platform and the consumer. The terms of use of the service itself can form a contractual relationship that is different from the agreement for the purchase of goods.

This distinction is also important for assessing losses. Goods that are not delivered are primarily related to the seller's performance, while failure to perform service management obligations needs to be analyzed as the platform's own actions. If both actions contribute to the same loss, the division of liability requires a legal basis and proof of a causal relationship. The existence of communication or advertising features does not in itself make the platform a seller of goods. On the contrary, the intermediary label cannot be used as a universal excuse to negate the obligations that are legally inherent in the function of the service.

Normatively, the broad definition of business actors can reach digital activities if the elements of business activities are met. The shortcoming criticized by this study lies in the need for more operational implementation parameters in the context of mixed personal and commercial sales. This reading is more appropriate than stating that all digital platforms are outside the consumer protection law. In the framework of civil law, private sellers can still have obligations based on relevant agreements and provisions. The difference lies in the qualification of the relationship and the obligation regime, not in the loss of all liability (Subekti, 2003).

Table 1 summarizes the differences in legal relationships as the basis for the analysis. This mapping shows that the determination of the responsible party needs to follow the source of the obligation and the act in question. Transaction losses should not be transferred entirely to the platform, but consumers should also not lose the path of lawsuits against the service provider's negligence that can be proven. In concrete application, contracts, offer information, communication records, and control over the transaction process need to be examined together to determine whether there are obligations that have been violated and the parties who must recover the consequences.

Table 1. Mapping the Legal Relationship of the Parties

Relationships	Principal Duties	Assessment Focus
Buyers	Buying and selling performance	Suitability of goods and delivery
Seller–platform	Use of the service	Compliance with service governance
Buyer–platform	Service Delivery	The platform's obligations for its own actions

Fragmentation of Regulations and Limits of Legal Emptiness Arguments

Regulation is spread across several regimes that have different points of concern. The consumer protection regime emphasizes the balance of consumption relations; the electronic system regime emphasizes the implementation of the system; while the electronic commerce regime regulates trade activities and the parties who facilitate them. The existence of more than one regime does not automatically constitute a conflict of norms. Problems arise when the subjects, obligations, and consequences of violations are not clearly linked in application. Therefore, the term fragmentation in this article refers to the need for mapping and harmonization, not the conclusion that each rule is in conflict.

Government Regulation Number 80 of 2019 has recognized traders, trade organizers through electronic systems, and intermediary facility operators. Thus, the idea of reconstruction does not depart from the assumption that Indonesian law does not recognize digital intermediaries at all. The regulation also contains consumer protection obligations and complaint services in electronic trade activities. The research is directed at the application of these obligations to service functions that combine social media and the offering of goods, including the relationship between the administrative obligations of the organizer and the demand for individual loss recovery (Government Regulation Number 80 of 2019, 2019).

Government Regulation Number 71 of 2019 is part of the framework for implementing electronic systems and transactions. The obligation to implement the system should not be directly equated with a guarantee for all goods offered by the user. Analytically, violations of system obligations need to be separated from the seller's default, then examined whether the two are related in a particular event. This model provides space to assess platform errors without establishing that every buyer's loss always stems from technical failures. The distinction of the object of liability also helps to avoid imposing responsibilities that are not in accordance with the control capabilities of the relevant parties (Government Regulation Number 71 of 2019, 2019).

The development of Trade Minister Regulation Number 19 of 2026 strengthens the reason for reconstruction to be directed at the alignment of obligations, not just the addition of new rules. Official information from the Ministry of Trade mentions the regulation of business actors' obligations, complaints, information transparency, and consumer protection in the update. The existence of new norms does not prove that the implementation has been effective or that all problems have been resolved. This article distinguishes the existence of provisions from the results of implementation that require separate data. Therefore, the effectiveness assessment is not drawn only from the promulgation of a regulation (Regulation of the Minister of Trade Number 19 of 2026, 2026).

The limitation of liability clause in the terms of service should also be analyzed contextually. The statement that the platform is not a seller may explain the division of functions, but does not automatically exempt the operator from its own actions. If the relationship meets the scope of consumer protection, the testing of the clause needs to take into account the provisions of the standard clause. Another important distinction is between the limitation of liability for user information and liability for failure to meet service obligations. Mixing the two can make the doctrine of intermediary protection understood as total immunity, whereas legal analysis requires examining the terms and scope of each provision.

Legal Certainty Framework and. Consumer Protection

Legal certainty in this study is operationalized through four questions: who is the subject regulated, what obligations are attached to it, what actions trigger responsibility, and how legal consequences can be demanded. The four are interdependent. A clear definition without a recovery mechanism only provides formal certainty, while a complaint mechanism without the division of obligations can result in mutual throwing of responsibilities. An understandable normative framework is important to connect the expected behavior with the consequences of the violation. Legal thinking as a normative order becomes the conceptual basis for this reading (Kelsen, 1945).

In the preventive dimension, protection is directed at the prevention of losses through adequate information, seller traceability, and non-misleading process design. In the repressive dimension, attention is directed to complaints, the provision of evidence, dispute resolution, and recovery. The distinction of Hadjon (1987) is used as an analytical tool, not as empirical evidence that a feature definitely reduces fraud. The relationship between the two dimensions is important: proof of identity obtained prior to a transaction can aid the dispute resolution process, while a documented complaint pattern can be used to improve prevention in subsequent transactions.

Balance is the limit in designing protection. Liability that is too light can allow the risk to be borne entirely by the buyer, but liability that does not pay attention to the service function can burden the party who does not control the source of the loss. The principle of proportionality requires a relationship between the magnitude of the liability and the ability of the relevant party to meet the obligation. In the context of small sellers, proportionality is especially relevant to administration and compliance mechanisms. The principle should not be interpreted as a justification for providing false information, concealing defects in goods, or removing the consumer's fundamental right to the promised performance.

Functional Lessons and Overseas Arrangements

A comparison with the European Union shows the importance of distinguishing between the protection of intermediary liability and the duty of care of services. The Digital Services Act provides a framework of obligations that differ according to the type and scale of services. Provisions on merchant traceability and compliance design are relevant for platforms that allow consumers to enter into long-distance contracts with merchants, taking into account the limits of their application. The lesson for Indonesia is not to copy the entire European service taxonomy, but to formulate obligations related to certain functions. The limitation of liability should not be read in isolation from the requirements and obligations that accompany them (Regulation (EU) 2022/2065, 2022).

China's Electronic Commerce Law provides an example of regulating seller information and the platform's response to violations. Article 27 regulates the examination and recording of the information of the selling party, while Article 38 links responsibility with knowledge or circumstances of supposed knowledge of the violation and failure to take the necessary action. This comparison supports the importance of the relationship between knowledge, ability to act, and accountability. However, these foreign provisions are not directly the basis for imposing joint liability in Indonesia. Policymakers still need to formulate elements, proofs, and limits of responsibility in the national legal system (Electronic Commerce Law of the People's Republic of China, 2018).

India's Consumer Protection (E-Commerce) Rules show the relevance of distinguishing personal activities from regular or systematic commercial activities. The Rules also provide an example of a complaint mechanism with the receipt of complaints within 48 hours and the handling within one month. The one-month period is not the same as 30 working days. Its comparative value lies in the procedural certainty that users can understand, not in the assumption that all disputes can be resolved within a uniform time. The adoption of the time limit in Indonesia requires consideration of the type of complaint, the need for evidence, and the escalation path (Consumer Protection (E-Commerce) Rules, 2020).

The three instruments are of different character and cannot be summed up as one identical model of responsibility. The European Union provides lessons on layered obligations and compliance design, China on traceability and action on violations, and India on personal activities and complaints procedures. This synthesis of research takes its protective function to develop national proposals. Comparisons are not intended as a test of effectiveness between countries because there is no comparable measure of implementation outcomes. Draft amendments that have not been verified in status are also not used as binding provisions.

Reconstruction of the Classification of Digital Business Actors

The first pillar of reconstruction is the use of substantive indicators of commercial activities. Sales continuity must be read along with profit objectives, the origin of goods, the procurement of inventory, and the way activities are organized. Neither indicator should work as a single determinant. The sale of some personal goods in a short period of time, for example, can differ from the purchase of stock for repeated resale. The example is a normative illustration to test classification, not the findings of the research field. The goal is to prevent the mistake of including personal sellers as traders while avoiding exceptions for businesses that deliberately use personal identities.

The thesis proposes a threshold of five transactions per month or twenty transactions per year as one of the parameters. In this article, the figure is placed as an initial proposal that does not have empirical validation, not as an applicable legal limit or optimal measurement results. The use of absolute thresholds can lead to misclassification because the value, purpose, and type of goods are very diverse. Therefore, reconstruction emphasizes the testing of several indicators together. The determination of quantitative thresholds, if required in policy, should be preceded by an impact assessment and provide a mechanism for classification correction.

Three categories are maintained as the framework of the thesis proposal: professional digital entrepreneurs, small-scale digital entrepreneurs, and incidental sellers. The distinction between professional and small-scale needs to be determined based on the character and scale of activity, not solely the ownership of licenses. The absence of a license does not in itself erase the nature of business activities. Small sellers who sell regularly still have relevant obligations to their consumers. As for incidental sellers who actually act in a personal capacity, they remain bound by appropriate civil obligations, although they are not automatically treated the same as professional traders.

Table 2 presents the normative consequences of the proposed classification. The division is intended to facilitate the determination of obligations without creating small-scale categories as a space of exclusion from honesty and accountability. Information on the status of sellers should be able to be updated as activity patterns change, along with the opportunity to raise objections if the classification is deemed inappropriate. In this way, categories serve as a tool for implementing consumer protection that can be evaluated, rather than a fixed label that is defined only at the time of account creation or based on the user's initial statements.

Table 2. Mapping the Legal Relationship of the Parties

Categories	**Key Indicators**	**Direction of Obligation**
Professional	Organized commercial activities	Obligations of business actors according to the law
Small scale	Regular commercial sales with limited scale	Proportional administration; basic consumer rights remain
Incidental	Release of personal belongings, not regular business	Relevant civil obligations

Tiered Platform Responsibility Reconstruction

The second pillar is the division of responsibilities based on function, control, knowledge, and involvement in transactions. At the level of providing supply space, the liability is directed to the governance of the service according to the role and the applicable legal basis. At the level of active facilitation, the liability is extended to the part of the process that is actually controlled. If the platform itself is a provider of goods or services, the liability must be assessed according to that capacity. This division is a normative model proposed to clarify the attribution of responsibility, not the statement that all categories have been regulated with the same formulation in Indonesian positive law.

Controls must be concretely described. Payment control is different from the ability to organize the display of the offer, while the handling of delivery is different from the provision of messages between users. Each function gives rise to different preventive capabilities. Economic benefits can be an element of consideration, but they are not sufficient as the sole basis of liability for all losses. Models that rely solely on platform profits risk ignoring the true source of loss. Therefore, research proposes that liability be linked to the processes that are mastered, the risks that can be anticipated, and the actions that can reasonably be taken.

Joint liability can be considered when there is an adequate legal basis and the platform's contribution to the loss can be proven. In the proposed model, knowledge of violations and failure to act is an important element, especially after a sufficiently clear report is received. However, not every report automatically proves that the seller violated the law. The platform requires inspection procedures, information storage, and an opportunity for the reported party to explain. This procedural balance is necessary so that consumer protection does not turn into arbitrary blocking that harms sellers who actually fulfill their obligations.

The limitation of conditional liability also needs to be distinguished from the absence of liability. Platforms that carry out certain obligations can be protected under the relevant provisions, but must still be held accountable for their own actions or omissions. Policy formulations should explain the minimum information in the report, the expected actions, the reasons for the decision, and the objection mechanism. This clarity helps consumers know the procedures available while helping the organizer understand compliance standards. Tiered liability thus serves as a tool for assessing liability sharing, not just a slogan of expanding the platform's burden.

Strengthening Protection and Recovery Mechanisms

The third pillar links seller traceability to information transparency. Verification needs to be directed at the adequacy of information for accountability, not the unlimited collection of all personal data. Information required for internal checks should not be entirely made public. Buyers need adequate information about the identity of the business, the status of the seller, and the lines of communication, while more detailed access should follow legitimate bases and procedures. This proposal calls for data security, purpose restrictions, and access settings so that efforts to prevent fraud do not create a risk of misuse of user identities.

Transparency also includes the sharing of responsibilities before a transaction is made. Users need to understand whether the platform provides payment, delivery, guarantees, or just an offer space. The information must be expressed in language that is understandable and does not contradict the appearance of the service. A general explanation in lengthy terms is not necessarily sufficient if the interface gives the impression that the platform guarantees the transaction. In the research model, information design is part of prevention because it affects buyer expectations. However, the relationship between a particular design and consumer behavior still requires empirical testing in advanced research.

Complaints need to be designed as a traceable set of handling. Receipt of reports, requests for evidence, initial assessments, interim actions, and notification of results should be differentiated. Numbering reports helps users follow the process, while written reasons reduce uncertainty about decisions. Complaints to the platform should not close access to dispute resolution bodies or courts in accordance with applicable regulations. In such contexts, platforms can help provide a trail of relevant communications and offers without overriding the authority of the institution that has the right to assign binding liability.

The thesis proposes a system of escrow or escrow as additional protection. This proposal needs to be placed conditionally because not all service models manage payments. Adding escrow can change the role of the platform and give rise to other obligations that must be examined. Therefore, its implementation needs to consider the permitted business model, the authority of the payment service provider, the risk of goods, and compliance costs. This article does not state that escrow is mandatory for all social media based on existing laws. The instrument is a reconstruction option for certain transactions after a regulatory and feasibility study has been carried out.

Sanctions and supervision need to be built on auditable obligations. The ambiguity of standards cannot be solved simply by increasing the fine. The formulation of the violation, supervisory authority, examination stage, and opportunity for objection must be determined in advance. Proportionate sanctions can consider the level of error, impact, recurrence, and corrective actions, as long as it has a legal basis. This study does not establish a specific percentage of fines as a tested value. The focus is on linking governance compliance with predictable consequences and not ignoring the recovery of consumer losses.

Implications, Limitations, and Development Directions

Theoretically, this model links the classification of subjects with the attribution of responsibility and access to recovery. Its contribution lies in the rejection of two simplifications: the entire seller is treated as a professional trader, or the entire platform is considered neutral without liability. Both ignore the differences in function and the state of the transaction. The reconstruction offered maintains the clarity of the norm while opening up contextual judgment space. The approach is in line with the goal of legal certainty because the relevant parties can trace the reasons why an obligation is attached to it and how it relates to the protection of the buyer.

Practically, harmonization can start from guidelines for the classification of sales activities, mapping obligations between regimes, and standards for handling complaints. The drafting of new provisions needs to examine existing norms so as not to duplicate or cause conflicts of authority. Platforms need procedures that can be executed, sellers need certainty of compliance burdens, and consumers need information on recovery paths. Institutional strengthening and literacy support the implementation of the model, but it cannot replace the legal obligations of those who control the source of risk. A clear division of duties is an important requirement for consistent implementation.

The study has limitations because it does not audit Facebook Marketplace features, observe transactions, or evaluate complaint handling directly. Therefore, the article does not conclude the actual level of compliance of the platform or the percentage of success of the protection instrument. Legal comparisons are selective and functional, so they do not represent all regulatory developments and decisions in the comparative jurisdiction. Bibliographic information and regulatory changes still need to be examined at the finalization stage of publication. These limitations place the results as a legal construction offer that requires further testing and discussion with supervisors and stakeholders.

Follow-up research can test classification indicators on real sales patterns, assess verification costs for small businesses, and compare complaint access across different service models. A review of the ruling is also needed to find out how contractual relationships and elements of error are applied to concrete disputes. Policy evaluation can measure whether clearer procedures actually improve loss recovery without unduly restricting business participation. With this agenda, normative proposals can evolve into policies that are not only conceptually consistent, but can also be implemented and evaluated based on evidence.

CONCLUSION

The regulation of business actors and digital platforms in Facebook Marketplace transactions should be understood through the relationship among consumer protection law, electronic systems, and electronic commerce regulations. The main issue identified is not the complete absence of obligations, but rather the need to clarify the application of commercial activity indicators, the allocation of liability based on function, and the relationship between violations and consumer redress mechanisms. The use of individual accounts does not automatically eliminate the possibility of being classified as a business actor, while the status of an intermediary does not automatically exempt digital platforms from potential responsibilities arising from their own functions and involvement. Liability assessment must therefore remain based on applicable legal provisions and a contextual examination of the specific transaction circumstances.

The proposed reconstruction includes substantive seller classification, tiered platform liability, and protection mechanisms that connect information disclosure, seller traceability, complaint handling, and consumer redress. Administrative obligations may be adjusted according to business scale without eliminating fundamental consumer rights. Occasional sellers remain subject to relevant civil obligations, while the imposition of platform liability should be determined based on the platform’s function, level of control, knowledge, and contribution to consumer losses. This model represents a normative proposal that requires further empirical assessment. Its implementation requires regulatory harmonization, data protection measures, institutional strengthening, and impact assessments involving consumers, small-scale sellers, and digital service providers.

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