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Legal Protection for MSME Merchants Regarding Service Fee Transparency and Promotional Policies on Marketplaces Following the Enactment of Minister of Trade Regulation Number 19 of 2026

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ABSTRACT

This study aims to analyze the legal protection afforded to micro, small, and medium enterprises (MSMEs) regarding the transparency of service fees and promotional policies implemented by online marketplaces following the enactment of the Minister of Trade Regulation Number 19 of 2026, as well as to evaluate the effectiveness of the regulation in fostering a fair legal relationship between marketplaces and MSME merchants. This research employs a normative legal research method using both statutory and conceptual approaches. The legal materials consist of primary, secondary, and tertiary legal sources collected through library research and analyzed descriptively using grammatical and systematic legal interpretation. The findings indicate that the legal relationship between marketplaces and MSME merchants remains characterized by unequal bargaining power due to the use of standard form contracts, limited transparency in service fee structures, and promotional policies that may impose additional burdens on merchants while restricting their bargaining position. Although the Minister of Trade Regulation Number 19 of 2026 provides a legal basis for enhancing transparency and legal protection for MSME merchants, its effective implementation still requires clearer technical regulations, stronger supervisory mechanisms, and accessible dispute resolution procedures. Therefore, strengthening the regulatory framework is essential to ensure legal certainty, contractual fairness, and a more transparent, competitive, and sustainable digital commerce ecosystem.

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1. INTRODUCTION

Trade through electronic systems (PMSE) has become one of the pillars of national commerce while expanding market access for micro, small, and medium enterprises (MSMEs). Marketplaces no longer function merely as transaction platforms; they also serve as communication channels through various digital features and possess the authority to determine service fees, promotional programs, and operational policies that directly affect merchants' business activities [1]. Although MSMEs play

a strategic role in the national economy as stipulated in Law Number 20 of 2008 [2], digitalization has not yet strengthened their bargaining position because most remain bound by standard-form agreements unilaterally drafted by marketplaces [3]. This condition reflects an imbalance in contractual relationships, which is also found in partnership arrangements between MSMEs and large enterprises, and demonstrates that the principle of freedom of contract must be constrained by principles of fairness and protection for the weaker party [4]. Consequently, the relationship between marketplaces and merchants reflects unequal freedom of contract, namely contractual freedom that, in substantive terms, benefits the party with greater economic power [5].

One of the main problems faced by MSMEs is the lack of transparency in service fees and promotional policies. Marketplaces impose various charges through mechanisms that are not always openly explained and may change at any time, thereby reinforcing the platform's dominant position and making it difficult for merchants to adjust their business strategies [6]. In addition, promotional programs such as discounts, vouchers, and shipping subsidies often become an indirect condition for increasing product visibility, requiring merchants to bear additional costs in order to remain competitive [7]. This phenomenon shows that the characteristics of digital markets—supported by multi-sided platforms, network effects, and search algorithms—further widen the bargaining-power imbalance between marketplaces and MSMEs, while competition law regulation still faces challenges in accommodating the evolution of digital platform business models [8].

In response to these developments, the government has issued various regulations governing trade through electronic systems, ranging from Government Regulation Number 80 of 2019 [9] and Minister of Trade Regulation Number 50 of 2020 [10] to Minister of Trade Regulation Number 31 of 2023 [11]. Nevertheless, these regulations still place greater emphasis on consumer protection and electronic-commerce governance than on the contractual relationship between marketplaces and MSME merchants [12]. Meanwhile, the characteristics of digital markets, marked by control over data, algorithms, and network effects, mean that competition-law instruments have not yet been fully capable of anticipating the dominance of large-scale digital platforms [13]. Platform consolidation through e-commerce mergers also has the potential to increase market concentration and strengthen digital market power, even when it does not necessarily satisfy the legal elements of monopoly under positive law [14]. These conditions indicate that MSMEs are increasingly vulnerable to marketplace dominance and therefore require stronger legal protection in digital business relationships [15]. Accordingly, strengthening competition law is increasingly important to maintain a healthy competitive climate in the digital economy [16]. Consistent with this concern, the emergence of predatory-pricing practices through flash-sale programs and other forms of abuse of dominant position demonstrates the need for regulatory reform that is more adaptive to marketplace business dynamics [17].

The enactment of Minister of Trade Regulation Number 19 of 2026 [18] is expected to strengthen the governance of trade through electronic systems, particularly by improving service-fee transparency, promotional mechanisms, and the balance of legal relations between marketplaces and MSMEs. However, the effectiveness of this regulation in providing tangible legal protection still needs to be examined, especially in relation to the application of transparency and fairness principles in contractual relationships. This study uses the theory of legal protection, which distinguishes between preventive and repressive protection. Preventive protection is realized through information disclosure, prior notice before policy changes, and opportunities to raise objections, whereas repressive protection is provided through dispute-resolution mechanisms and sanctions for violations of rights [19]. This concept is consistent with the view of law as a tool of social engineering for creating social and

economic balance [20], as also articulated by Roscoe Pound, who positions law as an instrument for realizing order and justice in accordance with societal development [21].

Service-fee transparency is also an expression of the principle of good faith in contract law because every agreement must be based on complete information [22]. This principle should apply from the pre-contractual stage, particularly in electronic transactions that use standard take-it-or-leave-it clauses, leaving MSMEs with very limited room for negotiation [23]. This imbalance is further reinforced by network effects that increase merchants' dependence on dominant marketplaces [14], [24].

Previous studies have largely focused on consumer protection in electronic transactions, particularly the right to information and transaction security [25], [26]. More recent studies likewise show that consumer protection in e-commerce has not fully accommodated the dynamics of digital transactions [27]. Meanwhile, research on digital competition has focused more on market structure and platform dominance [28], whereas studies on MSME digitalization emphasize literacy, marketing, and financing without examining the contractual relationship between marketplaces and merchants [29].

Against this background, a research gap remains regarding legal protection for MSME merchants in contractual relationships with marketplaces, particularly concerning service-fee transparency and the fairness of promotional policies following the enactment of Minister of Trade Regulation Number 19 of 2026. Therefore, this study aims to analyze the forms of legal protection, evaluate the effectiveness of the regulation, and formulate recommendations for strengthening policy. The novelty of this study lies in its focus on MSME merchants as legal subjects requiring distinct protection beyond the consumer-protection regime, particularly with respect to service-fee transparency and marketplace promotional policies [14].

2. LITERATURE REVIEW

2.1 Legal Protection for MSMEs

The development of electronic commerce has altered the pattern of legal relationships between marketplace operators and MSME merchants as users of digital services. In this relationship, MSMEs occupy a relatively weaker position than marketplace operators because service terms, administrative fees, and promotional mechanisms are determined unilaterally through standard-form agreements. According to Hadjon, legal protection constitutes an effort to safeguard the rights of members of society so that they obtain legal certainty, justice, and protection from harmful acts.[19] Accordingly, legal protection for MSME merchants concerns not only dispute resolution but also prevention through regulations that guarantee information transparency.

The concept of legal protection in electronic commerce is also related to the principle of balance between parties to a contract. This principle requires each party to have proportionate rights and obligations so that digital-platform operators do not abuse a dominant position.[30] In marketplace practice, unilateral changes to service fees or promotional policies may undermine legal certainty for MSME merchants when they are not accompanied by a clear notification mechanism.

Legal protection for MSMEs has received increasing attention through government policies aimed at creating a fair digital-commerce ecosystem. Minister of Trade Regulation Number 19 of 2026 serves as a regulatory instrument governing service-fee transparency, promotional practices, and marketplace governance as a form of protection for micro, small, and medium enterprises [18]. Thus, legal protection should be understood not only as a means of resolving conflicts but also as a preventive mechanism that ensures certainty of information before merchants make business decisions.

2.2 Service Fee Transparency

Transparency is one of the principal elements of electronic-commerce governance because it is directly related to the right of business actors to obtain accurate, clear, and honest information concerning all costs and terms of using a digital platform. According to Mertokusumo, legal certainty can be realized only when legal norms clearly define the rights, obligations, and legal consequences for each party.[31] In the marketplace context, service-fee transparency represents an implementation of the principle of legal certainty, enabling merchants to rationally estimate their expected profits and business risks.

Marketplaces generally impose various types of charges, including administrative fees, transaction service fees, commissions, payment-processing fees, and paid promotional fees. If information concerning changes to these fees is not disclosed openly, merchants may suffer economic losses due to reduced income without knowing the basis of the calculation. According to Rahardjo, law must be capable of protecting the interests of society through rules that create justice and certainty in economic activities.[32]

Minister of Trade Regulation Number 19 of 2026 strengthens the obligation of marketplaces to provide information on service fees in a transparent, accessible, and comprehensible manner to all business actors. The regulation also positions transparency as part of the principles of sound digital-commerce governance so that MSMEs have equal opportunities to conduct their businesses [18]. Through these provisions, the legal relationship between marketplaces and merchants is expected to become more balanced and the potential for disputes arising from inadequate information disclosure to be reduced.

2.3 Marketplace Promotional Policies and Fairness for MSMEs

Promotion is a marketing strategy widely used by marketplaces to increase transactions through discounts, free-shipping offers, vouchers, and subsidy programs. However, promotional programs often require financial contributions from merchants, thereby affecting the profits they receive. According to Kotler and Keller, promotion is part of the marketing mix and is intended to communicate product value to consumers in order to encourage purchases.[33] In digital commerce, the success of a promotion is determined not only by increased sales but also by the clarity of the financing mechanism imposed on sellers.

From a business-law perspective, every promotional policy must comply with the principles of good faith, fairness, and balance that underlie contractual relationships between the parties. According to Fuady, legal relationships in business activities must protect parties with weaker bargaining positions in order to prevent the abuse of economic power.[22] Accordingly, marketplaces are obliged to provide clear information regarding the terms, mechanisms, and financial consequences of every promotional program offered to merchants.

The enactment of Minister of Trade Regulation Number 19 of 2026 reinforces the requirement that marketplace promotional policies be implemented transparently, non-discriminatorily, and without harming MSMEs through unilateral changes to terms. The regulation also emphasizes the accountability of digital platforms in creating healthy business competition and providing legal certainty for all business actors using marketplace services [18]. Promotional policies therefore function not only as marketing strategies but also as part of the legal protection of MSME business continuity within the digital economy ecosystem.

3. METHODS

This study employs normative legal research by examining primary, secondary, and tertiary legal materials through a statutory approach and a conceptual approach. The statutory approach is used to analyze regulations relating to MSME protection and trade through electronic systems, including Law Number 20 of 2008 concerning MSMEs, Law Number 7 of 2014 [34] concerning Trade, Law Number 8 of 1999 [35] concerning Consumer Protection, Government Regulation Number 80 of 2019, Minister of Trade Regulation Number 50 of 2020, and Minister of Trade Regulation Number 19 of 2026. The conceptual approach is used to examine the concepts of legal protection, transparency, and balance of bargaining power in the contractual relationship between marketplaces and MSME merchants [36]. Primary legal materials consist of laws and regulations; secondary legal materials consist of books, scholarly articles, and previous research; and tertiary legal materials consist of legal dictionaries and official policy documents. These materials were collected through library research using credible regulatory databases and academic journals [37]. All legal materials were subsequently analyzed using a descriptive-analytical method through grammatical and systematic interpretation to assess the conformity of applicable legal norms with marketplace policies concerning service-fee transparency and promotional practices. Conclusions were then drawn deductively on the basis of the principles of legal protection and contractual fairness.

4. RESULTS AND DISCUSSION

The legal relationship between marketplaces and MSME merchants essentially arises from terms-of-service agreements in the form of standard contracts. These agreements are drafted unilaterally by platform operators, apply on a mass basis, and provide no room for negotiation by merchants. As a result, a marketplace functions not only as a provider of transaction facilities but also as the party that establishes rules on service fees, promotional programs, product-visibility algorithms, and sanctions imposed on merchants [24]. This condition creates an imbalance in bargaining power because, although Law Number 20 of 2008 concerning MSMEs requires mutually beneficial partnership relationships, its provisions do not explicitly accommodate digital-platform-based partnerships. Consequently, the relationship between marketplaces and MSMEs is largely based on the principle of freedom of contract, which enables the party with greater economic power to determine contractual terms unilaterally [5].

This imbalance is further reinforced by high switching costs, limited information concerning algorithms that determine product visibility, and the weaker negotiating capacity of MSMEs compared with large-scale business partners. Marketplaces control information and have broad discretion in setting policies, whereas merchants can only accept the terms on a take-it-or-leave-it basis. This situation demonstrates that, although the legal relationship is formally established by consent, a substantive imbalance remains and requires state intervention to ensure contractual fairness rather than relying solely on the principle of freedom of contract [29].

One of the principal issues faced by MSME merchants is service-fee transparency. Marketplaces generally impose various cost components, such as administrative fees, sales commissions, service fees, and paid programs, which are often difficult for MSMEs to understand comprehensively. Fee transparency should encompass at least three aspects: disclosure of information at registration (ex ante), adequate notice before fee changes take effect, and detailed reporting of all fee deductions for each transaction (ex post). Although the right to accurate and clear information is regulated under Law Number 8 of 1999 concerning Consumer Protection, those provisions are directed primarily at end consumers and therefore do not provide specific protection to merchants as marketplace business partners [25]. Meanwhile, Government Regulation Number

80 of 2019 and its implementing regulations require PMSE operators to provide complete information, but they do not yet regulate detailed standards of service-fee transparency for merchants.

Another issue that frequently gives rise to objections is unilateral fee changes without an adequate transition period. Such practices may undermine legal certainty because merchants do not have sufficient time to adjust their prices or business strategies. From the perspective of contract law, unilateral changes without proportionate procedures are inconsistent with the principle of good faith, which requires a balance of rights and obligations between the parties [22]. Accordingly, the policy direction under Minister of Trade Regulation Number 19 of 2026 is expected to strengthen fee-transparency obligations and notification requirements for merchants. Its effectiveness, however, continues to depend on the clarity of legal norms, measurable technical standards, and supervisory mechanisms capable of ensuring platform-operator compliance.

Marketplace promotional policies are essentially designed to increase sales through discount programs, shipping subsidies, vouchers, and paid advertising. In practice, however, the costs of promotions are often not allocated proportionately because merchants bear part of the costs through co-funding mechanisms or reductions in selling prices determined by the platform. The issue becomes more complex when participation in promotional programs, although formally voluntary, effectively becomes an indirect requirement for products to obtain greater visibility in marketplace search algorithms. As a result, merchants who do not participate in promotional programs risk losing market access, making the element of voluntariness illusory (illusory voluntariness). This condition may be examined as a potential abuse of dominant position under Article 25 of Law Number 5 of 1999 [38] if it is proven to restrict competition or structurally disadvantage other business actors [28].

From a legal perspective, marketplace promotional policies should satisfy at least four principles: transparency, fairness, proportionality, and meaningful consent. However, current practices continue to demonstrate insufficient disclosure regarding the allocation of promotional costs and the effect of program participation on product-visibility algorithms. This situation indicates that merchants do not yet receive adequate information before agreeing to promotional programs, leaving their bargaining position under the platform's control.

Following the enactment of Minister of Trade Regulation Number 19 of 2026, legal protection for MSME merchants is expected to become stronger through clearer rules concerning the rights and obligations of the parties. Unlike previous regulations, which emphasized consumer protection, the new regulation is also expected to grant merchants the right to obtain complete information on fee structures, receive advance notice before policy changes take effect, and lodge objections without the risk of unilateral sanctions by marketplaces. The effectiveness of these rules still depends on the clarity of legal norms, the existence of active supervisory mechanisms, and the availability of administrative sanctions that can be applied consistently to violations committed by platform operators.

In addition to normative rules, the effectiveness of legal protection is influenced by supervisory and dispute-resolution systems. Supervision that relies solely on individual complaints is insufficient to protect MSMEs because of their limited resources. A more proactive supervisory mechanism is therefore required, accompanied by clear criteria for violations involving non-transparent fees or promotional policies. The success of Minister of Trade Regulation Number 19 of 2026 is thus determined not only by the substance of its norms but also by its implementation, supervision, and accessibility of complaint mechanisms, so that legal protection does not remain merely law in the books but is genuinely realized as law in action.

Based on the foregoing analysis, strengthening legal protection for MSME merchants requires reforms in both regulatory

and institutional dimensions. From a regulatory perspective, technical standards are needed to govern disclosure of fee structures, including an obligation for marketplaces to provide comprehensive all-in-cost simulations before merchants join, give notice of every fee change within a clearly defined period, and transparently disclose the proportion of financing borne by merchants in each promotional program. Institutionally, supervision should not rely solely on merchant complaints but should be supported by periodic audits of marketplace fee and promotional policies, together with simple, expeditious, and affordable dispute-resolution channels for MSMEs.

In addition to regulatory strengthening, improving the bargaining position of MSME merchants is also important. MSMEs have generally dealt with marketplaces individually and therefore have limited capacity to influence platform policies. Accordingly, the role of online merchant associations should be strengthened as a vehicle for collective representation through which merchants can raise objections, engage in dialogue, and advocate for their members' interests in the formulation or amendment of marketplace policies. Such a collective approach is expected to create a more balanced relationship between digital platforms and MSMEs.

This study shows that the principal problems remain the absence of standardized rules on fee transparency, unilateral policy changes, limited disclosure of the effect of promotional programs on product visibility, weak supervision, and the low bargaining position of merchants. Regulatory strengthening should therefore be directed toward establishing standards for fee disclosure, requiring notification within a definite period, ensuring transparency in the allocation of promotional costs and their impact on platform algorithms, implementing more proactive supervision by the authorities, and recognizing collective objection mechanisms through merchant organizations or associations.

Based on the review of the existing literature, research on PMSE has largely addressed consumer protection and digital competition, while studies that specifically position MSME merchants as legal subjects in contractual relationships with marketplaces remain very limited. The novelty of this study therefore lies in developing an analytical framework that distinguishes the legal position of MSME merchants from that of consumers and assesses marketplace legal relationships using four principal indicators: transparency, fairness, proportionality, and meaningful consent. This framework is expected not only to enrich the development of digital trade law but also to provide an evaluative basis for the government in improving the implementation of Minister of Trade Regulation Number 19 of 2026 and for marketplaces in developing more transparent and equitable governance.

The enactment of Minister of Trade Regulation Number 19 of 2026 constitutes a strategic step toward strengthening the governance of trade through electronic systems; however, its effectiveness continues to depend on the clarity of its norms and implementation mechanisms. Rules concerning service-fee transparency, policy changes, and the operation of promotional programs need to be formulated in greater detail to provide legal certainty for MSME merchants. In addition, supervision should not be merely reactive and complaint-based but should be supported by periodic auditing mechanisms for marketplace policies and by dispute-resolution facilities that are readily accessible to MSMEs. At the same time, the role of merchant associations should be strengthened as a form of collective representation to improve the bargaining position of MSMEs in contractual relationships with digital platforms.

The findings show that legal protection for MSME merchants cannot rest solely on the principle of freedom of contract because the relationship between marketplaces and merchants continues to be marked by unequal bargaining power, limited access to information, and platform dominance in determining fee and promotional policies. Regulation should therefore be directed not only toward

consumer protection but also toward guaranteeing merchants' rights as business partners, including through mandatory disclosure of fee structures, notification before policy changes take effect, transparency in the allocation of promotional costs, and effective objection mechanisms. This approach is expected to foster digital business relationships that are fairer, more transparent, and more sustainable.

The novelty of this study lies in positioning MSME merchants as legal subjects who require distinct protection in contractual relationships with marketplaces, rather than merely as part of the consumer-protection regime. The study also offers an analytical framework for assessing marketplace policies based on the principles of transparency, fairness, proportionality, and meaningful consent in the determination of service fees and promotional policies. Theoretically, this study enriches digital trade law by integrating perspectives on MSME protection, contract law, and PMSE regulation. Practically, the findings are expected to serve as an evaluative reference for the government in improving the implementation of Minister of Trade Regulation Number 19 of 2026 and as guidance for marketplace operators in developing more accountable platform governance and providing legal certainty for MSMEs.

5. CONCLUSION

Based on the results and discussion, it is concluded that legal protection for MSME merchants in their relationships with marketplaces following the enactment of Minister of Trade Regulation Number 19 of 2026 has not yet fully addressed the contractual imbalance that exists on digital platforms. Although the regulation has provided a legal basis for improving service-fee transparency and promotional policies, its implementation still requires clearer technical rules, effective supervisory mechanisms, and dispute-resolution channels that are easily accessible to MSMEs. This study also demonstrates that fee transparency, openness in promotional policies, and balanced bargaining power are important factors in establishing a fair legal relationship between marketplaces and merchants. Regulatory strengthening should therefore focus on mandatory disclosure of fee structures, advance notice before policy changes, transparency in the allocation of promotional costs, and stronger protection of MSME merchants' rights in order to create legal certainty, contractual fairness, and a digital-commerce ecosystem that is more transparent, competitive, and sustainable. Future research is encouraged to move beyond normative analysis by adopting empirical approaches involving MSMEs, marketplace operators, and regulators to evaluate the practical effectiveness of Minister of Trade Regulation Number 19 of 2026. Comparative studies on merchant-protection rules across digital platforms, as well as comparisons with regulations in other countries, are also needed as a basis for improving digital-commerce policy in Indonesia.

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