

Digital Empowerment: Ensuring Legal Protections for Online Arisan Engagements

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ABSTRACT – Digitalization changes transactions that initially had to meet without physical meetings. One example is online social gathering which is the result of this development, where the agreement and implementation of the social gathering is carried out via social media platforms. At the same time, this agreement also creates an agreement, so that online or virtual social gatherings become the basis for its implementation. Even though this transaction has provided convenience, it will also pose risks for participants in the virtual social gathering. This research aims to find the characteristics of online arisan agreements which are based on positive Indonesian legal rules and identify legal protection efforts for online arisan members. The data was analyzed qualitatively after going through the stages of examination, reconstruction and data systematization. The study results indicate online social gathering agreements exhibit a number of distinguishable features. To begin with, these agreements made online can be categorized as anonymous agreements, standard agreements, and reciprocal agreements. This indicates the various forms of online social gathering agreements that exist. Second, the requirements for participating in online social gatherings are usually broadcast via social media, and communication occurs online or virtually, without direct face-to-face meetings. The existing online social gathering agreement is carried out virtually, based on the level of trust that is built between the owner/organizer as well as the participants in the social gathering. Third, from a legal perspective, Agreements related to online social gatherings are regarded as electronic transactions as per the electronic information and transactions law (UU ITE). This indicates that electronic rules apply to this agreement. Fourth, proof of The agreement for the online social gathering can be located using the withdrawal serial number provided by the owner or organizer to the members at the beginning of the event. This is concrete evidence of the agreement that has

been made. Apart from that, legal protection for the public, especially online social gathering members, is divided into two. First, preventive legal protection or in other words efforts to prevent legal problems before they occur, which have been regulated in the laws and regulations related to online social gatherings, namely in the Civil Code (KUHPerdata), the ITE Law, and online social gathering agreements. have been made by the parties themselves. This aims to prevent violations and conflicts in online social gathering agreements. Second, Stringent legal safeguarding encompasses penalties, including monetary fines and restitution given in cases of violation of online social gathering agreements. For this reason, legal remedies are available to maintain the security and validity of online social gathering agreements in accordance with Indonesian law.

Keywords: agreements, online arisan, legal protection.

A. INTRODUCTION

The era of digitalization has resulted in society being characterized by high levels of consumption. The rapidly developing globalization of industry has triggered advances in interaction, especially in cyberspace or the internet, which is the basis of the world of trade, both at the national and international levels. This ensures that it will create an era where technology brings the virtual world or what is usually called virtuality, which will also change the way people live their lives and how they work, both at the national and international levels (Mardikaningsih et al., 2018; Ali et al., 2022). The Industrial Revolution 4.0 has given rise to the widespread use of science and information technology, and this will change the way of thinking, the way of working, and the way of living life (Kiley et al., 2015; Darmawan & Putra, 2022). Humans remain the main actors carrying out new era developments based on the Industrial Revolution 4.0. This era has four characteristics, namely simplicity, processing

speed, affordable costs, and easy accessibility. All of this has an impact on every transaction, especially transactions carried out electronically or virtually, because transactions can be carried out without the need for face-to-face meetings (Halizah et al., 2022; Infante & Mardikaningsih, 2022). Electronic transactions via the internet have a good impact, such as encouraging business activities that can contribute to economic development (Fared et al., 2021; Halizah & Darmawan, 2022; Darmawan, 2023). The economic benefits of online transactions have a positive impact on society, one of which is that fund management becomes simpler, such as in arisan (Darmawan, 2019; Mardikaningsih et al., 2020). One of the cultures of gotong royong in society is realised in arisan activities. It is practical and has been going on for quite some time (Tangkudung & Senduk, 2016; Ramadhita & Khoiriyah, 2020). Traditionally, it is one of the riskless sources of capital as it is trust-based (Yudha et al., 2015; Darmawan et al., 2022). The Big Indonesian Dictionary describes arisan as the process of collecting goods or funds of equal value from several people, followed by a lottery to determine the recipient of the donation referred to as gift exchange. Online arisan, on the other hand, is a type of arisan conducted through online communication channels. The development of the internet has changed the way arisan is conducted; previously, arisan was usually done in person, whereas now it can be done through online communication platforms. Online social gatherings began to spread in mid-2016, with implementation being easily accessible via social media platforms between owners/individuals who arrange and participate in virtual social gatherings. This makes online social gatherings more attractive to the public than social gatherings in general, because it is done without meeting face to face or in person and everyone can join without having to know each other. The implementation of online social gathering consists of several stages. Initially, offers were made openly advertised via social media such as Instagram and Facebook by the owner or organizer, accompanied by contact information (contact person/CP). The offer contains information about the implementation of online social gatherings, including the amount that will be paid by the public, in this case online social gathering members, for each withdrawal, time period, additional fees, electronic payment procedures, withdrawal serial number, and

sanctions if members want to leave or late payment. If social media users are interested in the offer, they can contact the organizer via the contact provided for further explanation.

Instagram and Facebook are social media whose main goal is to disseminate information regarding the implementation of online social gatherings. Further information regarding the process and conditions for online social gatherings and their provisions will be explained via other social media, generally via WhatsApp messages included in the Instagram or Facebook post. Agreements that occur in online social gatherings arise when candidates agree on the offer made by the owner or organizer. If the conversation between the two parties is carried out via a messaging application, then an agreement is reached when the organizer receives a message from the prospective member. The next step is when prospective members of the social gathering agree on the existing rights and responsibilities, the organizer will provide a serial number to the prospective member and exchange information related to personal identity via social media. This identity usually includes data such as an identity card (for example, KTP), personal photo, and current address. The agreement among participants in the online social gathering and agreement regarding the rights and obligations offered by the organizer creates an agreement that binds both parties. For this reason, the implementation of online social gathering begins with an offer from the organizer which contains provisions regarding the rights and obligations of members and organizers. If the prospective member agrees with the offer and has given approval, then acceptance by the organizer occurs. This acceptance indicates that the prospective member has agreed with the offer made by the organizer. By reaching this agreement, an agreement is formed which is known as an online social gathering agreement. For this reason, the online social gathering agreement serves as the foundation for conducting online social gatherings. Furthermore, this agreement is binding regarding the individuals who host and participate in the online social gathering, due to the legal validity of the online social gathering agreement, this agreement functions as a governing law that obligates both parties, and both parties must carry out the agreement in good faith, and neither party may cancel the online social gathering agreement unilaterally.

An online social gathering agreement is considered valid if it meets contract law based on Article 1320 of the Civil Code, such as the existence of a contract, authorized legal entity, principal of the contract, and legal basis. The online social gathering agreement initially creates an agreement, and the implementation of this agreement occurs after the time specified in the online social gathering regulations. The difference in the time for signing the contract and the time for carrying out the online social gathering is not an obstacle to holding an online social gathering, as long as the parties involved comply with the legal consequences of a valid agreement. Until now, the laws and regulations in Indonesia do not clearly and specifically regulate in detail online social gathering agreements. However, the practice of online social gathering agreements can still take place by referring to the existing regulatory framework. In particular, the regulations contained in Book III of the Civil Code concerning Engagements can be used as guidelines, because they cover general agreement regulations. Even though there are no provisions that explicitly adopt the context of social gatherings in the digital world, general principles in contract law can still be applied to ensure fair and dignified transactions on online social gathering platforms. Thus, even though there are no specific regulations regarding online social gatherings, the existing legal framework still provides a strong basis for maintaining the integrity and security of this kind of transaction in the digital sphere.

On the other hand, simply introducing an online social gathering will increase the risk of unwanted problems arising for the owner/organizer and members of the online social gathering. Online social gathering carried out via social media without meeting face to face and without knowing in detail the identities of the parties involved is a violation of the agreement stated within the agreement for online social gatherings, which in the end can cause losses for all parties. Therefore, in the previous discussion we have shown the existence of the online social gathering phenomenon in Indonesia, including the process, its characteristics, and problems that may arise from its implementation. Next we will discuss the legal aspects in this context by explaining how online social gathering contracts are made, what legal standards exist and what responsibilities the parties involved have. Furthermore, the emphasis on legal

protection for online social gathering participants shows that more specific regulations are needed in this digital era. Empirical studies show that some losses are caused by deliberate actions, such as organizers who embezzle the money that has been collected from all online social gathering participants, or negligence, such as online social gathering members who fail to pay the agreed deposit when withdrawing money from the social gathering. Even though there have been several losses that have arisen in implementing online social gathering agreements, the practice of online social gathering continues. Therefore, the role of law is needed to provide legal protection to members who participate in online social gatherings. Thus, the author is interested in research with the title Legal Protection for Online Arisan Members.

B. METHOD

This research is a type of normative legal research which is a legal study approach that will apply positive legal provisions to practice in legal situations that actually occur in society. The purpose of this research is to collect existing facts and data related to the situation being faced, and after collecting this data, the researcher will identify existing problems and find solutions to these problems. Within the framework of the existing problems, this research follows a normative juridical approach. The juridical approach involves studying law by considering law as norms stated in legal regulations, including written and unwritten laws, as well as library materials or secondary data. On the other hand, an empirical approach is used to investigate legal reality which is based on objective facts found in the field, which can be opinions, attitudes and legal behavior which are based on legal identification and legal effectiveness.

C. RESULTS AND DISCUSSION

1. Online Arisan Agreement

Currently there are no special provisions in the Civil Code concerning the conduct of virtual social gatherings. The provisions of this contract also refer to general principles that apply to contracts in general, as explained in Article 1338 of the Civil Code. This article states that all agreements made according to law have legal force and are binding on the parties to them. This contract can only be canceled with the consent of both parties or for reasons determined by law. Additionally, contracts must

be executed in good faith. Even though the regulations concerning virtual social gatherings contracts are not clearly contained in civil law, this legal contract can be classified as an anonymous contract (innominaat). This is because the contents of the online social gathering contract require both parties to fulfill mutual obligations based on Article 1338 of the Civil Code. Although there are no specific regulations yet, the guidelines for implementing online social gathering agreements are based on the legal principles contained in Book III of the Civil Code.

2. Characteristics of Online Arisan Agreements Based on Indonesian Law

The characteristics of online social gathering agreements are based on Indonesian law, reflecting their nature which does not have specific regulations, but follows generally applicable legal principles. The characteristics of online social gathering legal agreements based on Indonesian law can be explained as follows:

1) Anonymous Agreement (Innominaat)

The distinctive traits of an online social gathering agreement when it's an anonymous agreement (innominaat), in accordance with Article 1338 of the Civil Code. This indicates that the online social gathering agreement is not given a specific name in law, but rather follows the principles that generally apply to agreements in general. In this case, it is important for the individuals engaged in an agreement for an online social gathering to understand that even though this agreement does not have specific regulations, the applicable legal principles are still binding, and good faith in fulfilling the agreement is an important factor.

2) Online Communication

The entire online social gathering agreement process occurs through online communication media, such as text messages, instant messages, or email. There are no direct meetings between the parties involved in this agreement, and their agreement is based on the principle of trust. This indicates that online social gathering members must rely on electronic communications to plan, execute, and monitor their agreements, which emphasizes the importance of carefully understanding the terms of the agreement and trusting agreements that have been made virtually.

3) Electronic Transactions

Online social gathering agreements are considered a form of electronic transaction in accordance with ITE Law no. 11 of 2008. Consequently, the online social gathering agreement is binding and applies as law for both parties involved. For this reason, good faith in complying with the agreement is very important, because violation of it can have serious legal implications. This point emphasizes the importance of seriously complying with the rules and provisions of online social gathering agreements, even though the agreement takes place in an electronic environment.

4) Proof of Agreement

An online social gathering agreement has occurred, namely the withdrawal serial number given to members after they agree and comply with the applicable provisions. This withdrawal serial number is not only a sign of participation in the online social gathering agreement, but also provides legal certainty to members regarding the order and time for the withdrawal. For this reason, it strengthens the validity of online social gathering agreements and provides clear guidance on the implementation process.

Online social gathering agreements do not yet have specific regulations in Indonesian law, this characteristic reflects how the agreement operates and follows applicable legal principles. Online social gathering agreements refer to existing laws, especially the Civil Code and the ITE Law. This means that online social gathering agreements function in accordance with the existing legal framework, even though there are no regulations that specifically regulate it.

3. Form of Legal Protection for Online Arisan Members

Legal safeguards for virtual social gatherings participants includes two main aspects, namely preventive legal protection and repressive legal protection. Preventive legal protection in online social gathering contracts is an effort to prevent violations or discrepancies in the contract. In this case there are several important elements which constitute preventive legal protection. First, the general principles of Indonesian civil law contained in the Civil Code apply to online social gathering agreements. These principles include the requirements for the validity of a contract, such as its existence, a legal entity that has legal authority, the legal subject matter of the contract, and the legal basis. By adhering to these principles, parties can minimize the risk of

unclear or invalid contracts. Second, the ITE Law provides a legal framework that regulates electronic transactions, including the organization of online social gatherings. The ITE Law regulates that electronic transactions are binding and legal for both parties involved. To achieve this goal, both parties must act in good faith to enforce the agreement, and any violation may result in legal consequences. Compliance with contractual provisions, clear communication, and agreed-upon rules are important preventive measures. This will help avoid disputes and conflicts in the future. Knowledge of civil law and ITE legal principles also protects parties, as understanding and compliance can maintain the integrity of online social gathering arrangements. Participants in online social meetings are protected by the general rules of the Civil Code, in particular the rules contained in the Civil Code. Covers the principles of contract law such as agreements, subject matter, and good faith. The ITE Law also provides legal protection for online social gathering participants. The ITE Law regulates electronic transactions and states that all electronic transactions carried out are legally binding and apply to both parties. Therefore, honesty is very important in enforcing online social gathering contracts.

Repressive legal protection in online social gathering agreements includes legal action implemented as a consequence if an agreement is violated. This aims to maintain compliance with the agreements that have been made and provide guarantees that violations will not be tolerated without appropriate sanctions. One form of repressive legal protection is legal sanctions. In online social gathering agreements, these sanctions can include fines or interest that must be paid by the party who violates the agreement. These fines can serve as an incentive to ensure that online social gathering members comply with regulations and payment deadlines. Apart from fines, repressive legal protection also includes compensation. If one party experiences losses due to a breach of agreement by another party, they have the right to file a claim for compensation. This repressive legal protection provides a sense of justice and legal certainty in online social gathering agreements. With clear legal sanctions, online social gathering members have protection against actions that violate the agreement, and these violations can be resolved in a manner that complies with applicable law. For this reason, repressive legal

protection is an important instrument to maintain the integrity of online social gathering agreements and provide security for the parties involved. Online social gathering members who violate agreements or do not fulfill their obligations may be subject to legal sanctions. This sanction can be in the form of fines, interest or compensation in accordance with the agreement in the online social gathering agreement or applicable law. Preventive legal protection focuses on preventing treaty violations, while repressive legal protection provides assurance that if a violation occurs, there are appropriate legal consequences. These two aspects work together to protect online social gathering members and provide a strong legal basis for their agreements.

ThusWhen it comes to safeguarding the members of online social gatherings, legal protection encompasses two primary dimensions: proactive legal protection and punitive legal protection. Preventive legal protection involves the principles of Indonesian civil law, including the requirements for the validity of agreements, as well as the provisions of the ITE Law which regulate electronic transactions. This aims to prevent violations or conflicts in online social gathering agreements. Repressive legal protection includes legal action as a consequence if an agreement is violated, such as fines, interest or compensation. This aims to maintain compliance with the agreement and provides assurance that violations will not go unpunished without appropriate sanctions. These two aspects work together to provide guarantees and legal safeguards for members participating in virtual social gatherings.

In the context of ever-growing technological advances, legal safeguards for virtual social gatherings participants in the future will face more complex challenges. First, in terms of preventive legal protection, adaptation to new technological developments will be required. Regulations governing electronic transactions, such as those contained in the ITE Law, may need to continue to be updated and expanded to consider new innovations in online social gathering platforms. Additionally, the use of artificial intelligence and blockchain technology will likely influence the way online social gathering agreements are formed and monitored. Legal protection must be able to accommodate this development.

On the other hand, the biggest challenge for repressive legal protection is ensuring that the sanctions applied can have sufficient effect to prevent violations without hampering innovation or growth of online social gathering platforms. Fines, interest and damages need to be managed carefully to ensure that they are effective instruments in maintaining the integrity of online social gathering agreements. Law enforcement mechanisms may also need to be improved or adapted to technological advances to ensure that sanctions can be implemented appropriately and efficiently.

Legal measures to protect online social gatherings participants in the future will require adaptation and innovation to face the challenges of ever-increasing technological advances. Regulations and law enforcement mechanisms must be able to go hand in hand with the development of online social gathering platforms to ensure that participants can take part in these activities with confidence and safety.

D. CONCLUSION

Based on the results of the research and analysis carried out, the characteristics of organizing virtual social gatherings can be categorized into three distinct groups. First, according to Article 1338 of the Civil Code, this agreement is included in the category of unnamed contracts (innominaat). Second, online social gathering arrangements are often standard agreements. In other words, the criteria for virtual social gatherings are set by the host and are available to prospective social gathering participants via social media. Throughout the process, from preparing the offer to implementing the online social gathering, communication takes place without face-to-face meetings, and approval of the online social gathering contract is based on the principle of trust. Third, the organization of virtual social gatherings can be categorized as electronic transactions, as per Article 18, paragraph (1) of the ITE Law. This means that this Agreement is binding and applies to both parties as law. Therefore, honesty is very important in implementing online social gathering contracts. One valid proof the indication that an agreement for an online social gathering has been established is the sequential payment number received by each participant once they have consented and adhered to the relevant terms and conditions. This contributes to legal assurance for the contracts. Furthermore, legal protection for online social gathering participants essentially consists of

two aspects. First, preventive legal protection includes generally applicable rules, such as provisions regarding online conferences regulated in Articles 1313, 1320 and 1338 of the Civil Code and the ITE Law, as well as contracts regarding online social gatherings themselves. Online meeting agreements do not always have to be in writing, but can be legally acknowledged with electronic evidence in accordance with Article 5 of the ITE Law. Second, repressive legal protection, including sanctions such as fines, interest and compensation for violations of agreements. The aim of this legal protection is to help Arisan Online members feel safer and more protected when making transactions via the Arisan Online platform.

Based on the results of this research, there are several suggestions that can be given to people who are interested in joining online social gathering groups. First of all, it is very important to be careful before deciding whether to join an online social gathering group. This includes checking whether the Arisan Group you want to join is trustworthy, researching whether the organizer has a good track record in running online Arisan Groups, talking to previous members of the Arisan Group, and including getting input about the organizer. The aim of this action is to prevent the public from falling into the trap of attractive offers and protect themselves from the risk of loss due to violations of the law. Second, before starting a new online social gathering group, you may want to consider providing collateral in the form of items of value or money with resale value, or having a written contract. The agreement can be a traditionally signed agreement using an original signature or a valid electronic signature. This process ensures that users are legally bound through some form of written guarantee or agreement and provides a higher level of protection for all individuals participating in a virtual social gathering collective.

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