

IMPLEMENTATION OF ONLINE DISPUTE RESOLUTION AND MARKETPLACE LIABILITY BASED ON THE PRINCIPLE OF INTERMEDIARY LIABILITY

Maslihati Nur Hidayati^{1*}, Suartini²

Legal Studies Program, Faculty of law, Univeristas Al Azhar Indonesia, Indonesia

Article History

Received : September

Revised : September

Accepted : October

Published : October

Corresponding author*:

imas@uai.ac.id

No. Contact:

Cite This Article:

DOI:

<https://doi.org/10.56127/ijm>

l.v3i3.1618

Abstract: The rapid growth of online transactions aligns with the increasing potential for disputes between consumers and businesses. The problem is the need for national regulations governing ODR, although some marketplaces have implemented internal dispute resolution systems. This research uses John Rawls' theory of distributive justice to analyze marketplace liability in online dispute resolution, focusing on the principle of intermediary liability. The research method involves a literature review and case analysis on several platforms such as Tokopedia, Shopee, AliExpress, and eBay. The results show that although some marketplaces have developed efficient ODR systems, there are still challenges related to transparency, security, and fairness. Marketplaces are expected to create a more comprehensive and equitable system, considering equal access for consumers.

Keywords: *intermediary liability; justice as fairness; marketplace; ODR; Rawls*

INTRODUCTION

With many transactions every day, it is impossible to avoid the occurrence of disputes (disputes) between the parties carrying out the transaction.[1] In the colloquial sense, “dispute” is intended as a situation in which the parties to commercial efforts have a problem, requiring the other party to do or not do something. Still, the other party refuses or does not act.[2]

The implementation of Online Dispute Resolution (ODR) is a necessity. Indonesia's e-commerce transactions have increased rapidly in the last decade, especially during the Covid-19 pandemic. With the widespread existence of e-commerce, transaction activities have become more accessible and can be carried out across borders via computers or cell phones. The increase in transactions certainly aligns with the potential for a dispute between consumers and business actors.[3]

Thus, it is necessary to anticipate the risks of transactions through e-commerce with the existence of a dispute resolution mechanism that is efficient and cheap in terms of costs, especially in handling small cases. One way to solve this problem is with the online dispute resolution (ODR) mechanism.

Conceptually, ODR (Online Dispute Resolution) is an Alternative Dispute Resolution outside the court or non-litigation. ODR is another form of ADR, but the difference is that ODR only lies in internet media or online. Along with the times, ODR is used to resolve disputes in fields such as E-commerce or online trading.[4]

Indonesians can utilize the implementation of the ODR system based on ITE Law Number 11 of 2008 Article 38 paragraph (1), which states that “any person can file a lawsuit against a party that organizes an electronic system and uses information technology that causes state losses.”

The implementation of ODR is the latest concept in online dispute resolution efforts, offering an effective and efficient solution. However, Indonesia has not yet implemented a national-scale ODR system. The ODR system has generally been implemented but only by private online entrepreneurs (marketplaces), and several electronic trade and electronic transaction actors in

Indonesia have implemented ODR. However, not all decisions are monitored by anyone, including the government. [5]

There is a principle known as Intermediary Liability, which is an obligation borne by intermediaries for access to information and facilitators in e-commerce. Electronic commerce involves parties consisting of marketplace platform organizers as electronic system organizers, third parties, and intermediaries for sellers and buyers. The marketplace should perform its role following its position as a subject subject to the provisions contained in the ITE Law and its derivative regulations.[6]

The role and responsibility of marketplaces in online dispute resolution in Indonesia is still a complex issue and requires in-depth study. Although some marketplaces have implemented internal dispute resolution mechanisms, their effectiveness and suitability with the intermediary liability principle still need further evaluation.[7]

Previous research shows marketplaces should be central to their platform's online dispute-resolution process.

Research conducted by Rizkinil Jusar et al. from Sultan Ageng Tirtayasa University examines the responsibilities of business actors and marketplaces for violations of the principle of good faith in e-commerce transactions. The research highlights that marketplaces are responsible for structuring reliable, secure, and accountable electronic systems and management and for responsibly managing content on the platform.[8]

Research conducted by Hendra Adi Saputra from the Nahdlatul Wathan University of Mataram aims to determine the consumer rights that are the marketplace's responsibility and the market's role in protecting consumers. This research emphasizes the importance of the marketplace's role in protecting consumers by strictly selecting sellers who are not responsible for the goods and products on their platform.[9]

Next, research conducted by Indri Winarsih and Firya Oktaviarni from Jambi University shows that marketplace providers are responsible for reporting or complaint facilities, following up on problems, and bridging problem-solving between sellers and consumers. This research also examines the obligations and responsibilities of marketplace providers to consumers in online buying and selling transactions in Jambi Province.[10]

This research is a follow-up to previous research published in an Indexed National Journal.[7] Further research is essential to evaluate the roles and responsibilities of marketplaces in the context of providing and managing dispute resolution mechanisms. As platforms connecting sellers and buyers, marketplaces ensure that disputes can be resolved fairly and consistently. This includes developing a dispute resolution system that is efficient and transparent so that all parties involved feel they are being treated fairly.

Therefore, according to John Rawls' theory of distributive justice, marketplaces in Indonesia need to develop a more comprehensive and equitable online dispute resolution mechanism based on the intermediary liability principle by considering equal access for consumers.

This research uses John Rawls' theory of distributive justice to analyze marketplace liability in online dispute resolution. According to Rawls, distributive justice emphasizes the fair distribution of societal benefits and burdens. Marketplaces must ensure that all parties involved in online transactions receive fair and equal protection. Marketplaces should be responsible for the content and transactions on their platforms and provide transparent and fair dispute-resolution mechanisms.

This research will focus on several things. The first is to evaluate the gap between current marketplace dispute resolution practices and ideal intermediary liability principles. Then, the author will try to answer the "original position" question and describe the "inequality of position" from Rawls' theory to analyze justice in the existing dispute resolution mechanism. The next is to formulate recommendations for developing a more comprehensive and equitable online dispute resolution system, considering the balance between the interests of marketplaces, sellers, and consumers.

Based on the background presented above, the following problems can be formulated; How is online dispute resolution (ODR) applied in various marketplaces that organize trade through electronic systems? What are the roles and responsibilities of marketplaces in online dispute resolution based on the principle of intermediary liability?

RESEARCH METHOD

The research method used is the normative legal method, which includes legal norms contained in laws, court decisions, and current standards. The normative legal research method is a data collection method carried out with a focus on library research. The data used is secondary data, namely data obtained from library documents. It is a type of legal research, and the data used include:

1. Legal base documents, namely data containing binding legal documents such as laws, cases, and colonial-era regulations that are still valid today. In this research, the data used is taken from the APS Law, ITE Law, and other laws and regulations related to this research.
2. Secondary legal documents, namely legal documents that explain the essential legal documents contained in the supporting documents of primary legal documents and their implementation, such as books and legal research reports, scientific articles of the legal community, and articles related to the research.

The analysis of this research is qualitative with a standard legal approach. Therefore, the data collection technique in this research is a library study, including research on legal regulations and legal books, articles, and documents related to the research.

RESULT AND DISCUSSION

1. Implementation of Online Disputes Resolution (ODR) in various marketplaces that conduct trade through electronic systems

a. Dispute resolution at Tokopedia

Tokopedia's online dispute resolution system is designed with efficiency, speed, and ease of user access. This process generally begins when a buyer submits a complaint or claim regarding a transaction that has been carried out. This complaint can be in the form of discrepancies between the goods received and the description, damage to goods, or even goods that did not reach the buyer.[11]

The first step in the dispute resolution process on Tokopedia is submitting a complaint through the "Resolution Center" feature available on the platform. This feature allows buyers to report issues in detail, including uploading supporting evidence such as photos of the goods received, order details, and previous communication with the seller. It is important to note that Tokopedia sets a certain time limit for buyers to file a complaint, usually within a few days after the delivery status is declared complete.[12]

Once a complaint is filed, the Tokopedia system automatically notifies the seller. The seller can respond to the complaint within a specified period, usually 1-2 working days. The seller's response can be an explanation, offering a solution, or rejecting the buyer's claim. This stage is a form of initial negotiation between the seller and the buyer facilitated by the Tokopedia platform.

The dispute will be resolved if both parties agree during this initial negotiation. However, if no deal is reached, the process will continue to the next stage, mediation facilitated by the Tokopedia team. In this mediation stage, a trained Tokopedia staff member will act as a neutral arbiter to help both parties reach a mutually beneficial solution.

The mediator from Tokopedia will examine the evidence submitted by both parties, including transaction history, communication, and relevant physical evidence. The mediator will recommend a fair settlement to both parties based on this information. This mediation process is conducted online through the Tokopedia platform; no face-to-face meetings are required.

In many cases, mediation facilitated by Tokopedia has successfully resolved disputes between sellers and buyers. The solutions can range from refunds to item replacements and partial compensation. Decisions made in this mediation process are generally binding for both parties under the Tokopedia terms of service that users have agreed to when registering.[13]

However, if the mediation process does not result in an agreement or if one of the parties is not satisfied with the outcome, Tokopedia has a further escalation mechanism. In this stage, the case will be handled by a specialized Tokopedia team with higher authority to make the final decision. This team will thoroughly evaluate the case, re-examining all evidence and arguments submitted by both parties.

The final decision made by the Tokopedia team is binding and must be obeyed by both parties. Tokopedia has a mechanism for enforcing this decision, such as withholding transaction funds or imposing sanctions on parties who do not comply with the decision. In certain cases involving suspected fraud or serious violations of platform policies, Tokopedia may also take further action, such as freezing accounts or reporting to the authorities.[13]

One of the advantages of Tokopedia's online dispute resolution system is its speed. The process can generally be completed in days or weeks, much faster than conventional litigation, which can take months or even years. In addition, the costs incurred for this process are minimal, and in many cases, no additional fees are charged to users.[14]

However, Tokopedia's online dispute resolution system also faces several challenges. One is the limitation in handling very complex cases involving enormous transaction values. A conventional dispute resolution process through formal legal channels may still be necessary.

Another challenge is related to decision enforcement, especially in cases involving parties outside Tokopedia's jurisdiction. Although Tokopedia has internal mechanisms to enforce decisions, such as withholding funds or freezing accounts, their effectiveness may be limited in certain situations.

Transparency and consistency are another critical aspect of Tokopedia's online dispute resolution system. Tokopedia strives to maintain transparency by providing clear information to both parties about the process stages, deadlines, and the basis for decision-making. Consistency in handling similar cases is essential to build user trust in the system.[15]

Tokopedia continues to innovate and improve to increase the effectiveness of its online dispute resolution system. One development area is integrating artificial intelligence (AI) technology to assist in the initial triage process and categorization of cases. AI technology can help identify patterns in disputes that often occur and suggest solutions based on similar cases that have been resolved previously.[16]

b. Dispute resolution at Shopee

Once a return request is submitted, Shopee will conduct an initial review of the case. In this process, Shopee will verify the information provided by the buyer and notify the seller regarding the existence of the return request. The seller can respond to the request within the specified timeframe, usually around three working days. The seller's response can be an approval of the return request, an offer of an alternative solution, or a rejection with an explanation and supporting evidence.[17]

If the seller agrees to the return request or does not respond within the specified timeframe, Shopee will process the refund to the buyer. However, in a disagreement between the buyer and the seller, the case will go to the mediation stage facilitated by the Shopee Resolution Center team.

In the mediation stage, the Shopee team will thoroughly review the evidence submitted by both parties. This team will consider various factors, such as the applicable return policy, the transaction history of both parties and relevant industry standards. This review process usually takes about five working days, although the duration may vary depending on the case's complexity.

After the review, the Shopee Resolution Center team will decide how to resolve the dispute. This decision could be to approve a refund, return the item, or reject the return request. Shopee will communicate this decision to both parties through its platform.

While Shopee's decisions are usually final, the system also provides an appeal mechanism for parties dissatisfied with the outcome. Sellers, for example, can file an appeal after a buyer returns a product. In this appeal process, Shopee will conduct further investigation and provide a final decision in about five working days.

A critical aspect of Shopee's dispute resolution system is the emphasis on transparency and clear communication. Throughout the process, buyers and sellers will get regular updates regarding the status of their cases through in-app notifications or emails. This helps to reduce uncertainty and ensures that both parties stay informed about the progress of their case.

Shopee also applies different protection policies for transactions involving Shopee Mall sellers, authorized sellers, or well-known brands. For Shopee Mall transactions, Shopee offers a product authenticity guarantee and a more flexible return policy. In the case of disputes involving Shopee Mall sellers, Shopee tends to favor the buyer to ensure a high level of consumer satisfaction.[17]

Shopee's dispute resolution system is also integrated with their payment system, specifically ShopeePay. This integration allows Shopee to hold transaction funds for the dispute resolution process, thus ensuring financial security for both parties. If the final decision states that a refund should be made, this process can be done quickly and efficiently through Shopee's internal payment system.[17]

While Shopee's online dispute resolution system has been designed to handle the majority of cases effectively, the platform also recognizes that there are situations where resolution through formal legal channels may be necessary. In particularly complex cases involving a vast transaction value, Shopee advises the parties to seek independent legal advice and possibly resolve the dispute through conventional litigation channels.[18]

Shopee is starting to integrate artificial intelligence (AI) to help in the initial triage process and categorization of cases. This AI technology can help identify patterns in frequent disputes and suggest solutions based on similar cases that have been resolved before, thus speeding up the resolution process.[19]

Shopee actively provides information and guidance for buyers and sellers on how to avoid disputes, good buying and selling practices, and steps to take in case of problems. This information is available through various channels, including the online help center, blogs, and in-app notifications.

c. Dispute resolution at Aliexpress

The dispute resolution process on AliExpress begins when a buyer experiences a problem with their order, such as non-receipt of goods, damaged goods, or goods that do not match the description. The first step the buyer should take is to contact the seller directly through AliExpress' internal messaging system. This initial communication is essential for the seller to resolve the issue without involving a third party. Many cases can be resolved at this stage through direct negotiation between the buyer and seller.[20]

If communication with the seller does not result in a satisfactory solution, the buyer may initiate a formal dispute process through the AliExpress system. This process begins by accessing the "My Orders" page of the buyer's AliExpress account. The buyer can locate the order and select the "Open Dispute" option. It is important to note that AliExpress provides a specific time limit for filing a dispute, usually 15 days after the order is received or after the expiration of the buyer protection period.

When opening a dispute, the buyer is required to select the reason for filing a dispute from several available options, such as "Item not received," "Significantly not as described," or "Damaged item." The buyer should also specify the type of resolution they want, whether a full refund, partial refund, or item replacement.

Once a dispute is submitted, the seller will be notified and allowed to respond. The seller has several options, including agreeing to the buyer's request, rejecting the request, or submitting an alternative offer. If the seller agrees to the buyer's request, the process will be finalized immediately, and a refund or replacement item will be processed.

However, if the seller declines or submits an alternative offer, the buyer can accept the offer or request intervention from the AliExpress team. If the buyer involves AliExpress, the dispute resolution team will review the case. At this stage, both parties are required to provide evidence supporting their claims. This evidence may include photos or videos of the product, details of conversations with the seller, or shipping information.

The AliExpress dispute resolution team will evaluate all evidence submitted and decide based on AliExpress buyer protection policies. This evaluation process usually takes several business days. During this period, the buyer and seller can still communicate and, if possible, reach an agreement independently.

The AliExpress team's decision is binding and final. If the decision favors the buyer, the refund will be processed within the specified time, usually within a few business days. If the decision favors the seller, the dispute will be closed without further action.

One crucial aspect of AliExpress's dispute resolution system is its integration with its payment system. AliExpress withholds payment to the seller until the buyer confirms receipt of the item or until the buyer protection period expires. This provides additional assurance that buyers have time to inspect the item and file a dispute if needed.[21]

AliExpress also implements a rating and review system that assists in the dispute resolution process. Sellers with high ratings and positive reviews tend to be more responsive in addressing issues and are more likely to resolve disputes amicably. Conversely, sellers with a poor dispute history may face consequences such as a downgrade or even account suspension.[20]

While AliExpress's dispute resolution system is generally effective, some challenges are faced. One is the language and cultural differences between buyers and sellers from different countries. To address this, AliExpress provides automatic translation services in its messaging system and ensures its dispute resolution team is multilingual.

AliExpress has started integrating artificial intelligence (AI) technology to assist in initial categorizing and triaging disputes. This technology helps speed up the process and ensures that disputes are directed to the right team for handling.[22]

In addition, AliExpress has developed an education program for sellers and buyers to help prevent disputes. The program includes guidance on accurately describing products, tips for effective communication between buyers and sellers, and best practices in packaging and shipping goods.

While AliExpress provides a comprehensive dispute resolution system, it also encourages buyers to be cautious in their transactions. They advise buyers always to check a seller's reputation, read reviews from previous buyers, and be wary of offers that are too good to be true.

AliExpress' online dispute resolution system reflects the complexities and challenges of cross-border e-commerce. It is designed to balance the interests of buyers and sellers while maintaining the platform's integrity. While imperfect, it has been instrumental in building user trust and supporting AliExpress' growth as one of the leading global marketplaces.

d. Dispute resolution at eBay

Online dispute resolution on the eBay platform is one of the most advanced and comprehensive implementations of Online Dispute Resolution (ODR) in global e-commerce. The system, known as the eBay

Resolution Center, has evolved significantly since its inception in the late 1990s, reflecting the evolution of user needs and the increasing complexity of online transactions. In its development, eBay has created a dispute resolution ecosystem that efficiently handles many cases and can build user confidence in the platform.

The dispute resolution process on eBay is designed with a multi-tiered approach that allows most disputes to be resolved without human intervention. The system incorporates advanced technology, including intelligent algorithms and automated processes, to handle more than 60 million yearly disputes. This approach reflects the scale of eBay's operations as a global marketplace and demonstrates the platform's commitment to efficiency and consistency in dispute handling.[23]

The initial stage of eBay's dispute resolution process emphasizes direct communication between buyers and sellers. The platform provides a secure internal messaging system to facilitate this dialog, expecting many disputes to be resolved through clear communication and good faith from both parties. This approach reflects eBay's philosophy that the most effective resolution often comes from mutual agreement between the parties to a transaction.[23]

Users can initiate a formal process through the eBay Resolution Center if direct communication does not result in a resolution. This process begins with a series of diagnostic questions designed to identify the nature of the dispute and ensure that the claim is eligible for eBay buyer protection. The system will verify whether the buyer used the "pay now" option and filed a complaint within 30 days of the actual or estimated delivery date. This systematic approach helps categorize and prioritize disputes, allowing for more efficient handling.

Once a claim is filed, sellers are allowed to respond. They can either agree to the buyer's request, reject it, or propose an alternative solution. This process reflects the principle of procedural fairness, providing an equal opportunity for both parties to present their position. If the seller agrees to the buyer's request, the issue is usually resolved quickly, with refunds or item replacements processed per eBay policy.

In cases of disagreement, eBay will involve its dispute resolution team. This team will review the evidence submitted by both parties, including details of the transaction, communications between the buyer and seller, and any other supporting evidence, such as photos or shipping documentation. This review process reflects a thorough and objective approach to reach a fair resolution based on the available facts.

One of the most innovative aspects of eBay's ODR system is using advanced technology to automate much of the process. Intelligent algorithms categorize disputes, analyze patterns, and even suggest solutions based on similar cases that have been resolved before. This approach allows eBay to handle a massive volume of disputes efficiently and improves consistency in decision-making.[23]

eBay also integrates its ODR system with the platform's reputation mechanism. The outcome of a dispute can affect a seller's rating and reviews, which in turn affects the confidence of future buyers. This integration incentivizes sellers to resolve disputes fairly and quickly while serving as a self-regulation mechanism within the eBay community.

One crucial aspect of eBay's ODR system is its focus on dispute prevention. The platform provides sellers and buyers with extensive guidance and resources on best practices for transacting online. This proactive approach reduces the number of disputes that arise and educates users on responsible trading practices, contributing to establishing a healthier e-commerce community.[23]

eBay's ODR system also reflects the complexity of cross-border transactions in global e-commerce. The platform has to handle disputes involving buyers and sellers from different countries, with other languages, currencies, and legal frameworks. To address this, eBay has developed a flexible and adaptable system to various cultural and legal contexts, demonstrating the potential of ODR in addressing jurisdictional challenges in international trade.[24]

The success of eBay's ODR system has attracted attention from regulators and policymakers around the world. Many see the eBay model as a potential model for broader online dispute resolution systems, even beyond the e-commerce context. However, applying similar models in different contexts requires careful consideration of differences in scale, dispute types, and applicable legal frameworks.

eBay continues experimenting with blockchain technology to improve the transparency and security of the process and develop a more intuitive and user-friendly interface for mobile users. These efforts reflect eBay's understanding that in the evolving e-commerce landscape, continuous innovation in dispute resolution is critical to maintaining user trust and platform integrity.[25]

2. Roles and Responsibilities of Marketplaces Based on the Principle of Intermediary Liability

a. An explanation of the principle of intermediary liability and how it is applied in the marketplace.

Applying the principle of intermediary liability to marketplaces sits at the intersection of law, technology, and ethics, reflecting the challenges contemporary society faces in regulating the ever-evolving

digital space. Online marketplaces have fundamentally changed the landscape of retail commerce, creating virtual spaces where sellers and buyers from different parts of the world can meet and transact in unprecedented ways. However, these transactions' virtual nature and global scale also pose new challenges regarding regulation and dispute resolution.[26]

Marketplaces are a modern manifestation of the ancient Greek agora - a public space where citizens could gather to trade and exchange ideas. However, unlike physical agoras, digital marketplaces have unique characteristics that make them more complex to regulate. They are borderless, operate continuously, and facilitate interactions between parties that may never physically meet. These characteristics challenge our traditional conceptions of jurisdiction, liability, and justice.[27]

The principle of intermediary liability emerged as an attempt to define the boundaries of digital platform liability. This principle essentially recognizes that online marketplaces are not just passive conduits for transactions but also active actors that shape the environment where transactions occur. However, how far this responsibility should extend and how it should be balanced against other interests, such as innovation and freedom of expression, is a question in itself.

John Rawls' theory of justice, emphasizing "justice as fairness," offers another valuable perspective. Rawls proposes that principles of justice should be derived from a hypothetical situation in which individuals, behind a veil of ignorance about their position in society, would agree on fair rules. On this, we can ask: What kind of rules will all parties (platforms, sellers, and buyers) agree to if they do not know which role they will play in the marketplace ecosystem?[28]

This Rawlsian approach might lead to a system that provides basic protections for all parties while ensuring that risks and responsibilities are fairly distributed. This could mean, for example, that marketplaces have essential obligations to verify sellers' identities and provide easily accessible dispute resolution mechanisms but are not necessarily responsible for every transaction on their platform.

However, applying Rawls' theory of justice also faces challenges. How do we define "original position" in the ever-changing virtual space? How do we consider the inequalities of access and digital literacy in the real world? These questions demonstrate the complexity of applying traditional theories of justice to the digital landscape.[29]

The application of the principle of intermediary liability in online dispute resolution in the marketplace is a very complex and multidimensional issue. To understand the implications of applying intermediary liability to marketplaces, we need to consider various ethical perspectives, concepts of justice, and theories of liability in the context of the digital economy. One relevant philosophical approach to analyze this issue is John Rawls' theory of justice, which emphasizes the importance of the "original position" in formulating fair and impartial principles of justice.[30]

One of the main challenges in applying intermediary liability to the marketplace is balancing various competing interests. On the one hand, consumers need to be protected from fraud and harmful products. On the other hand, there is an interest in maintaining dynamism and innovation in the digital economy. A practical approach may try to maximize aggregate happiness or welfare.

b. Establishing Rawlsian Justice in the Digital Space

The virtual space of online marketplaces is borderless, operates around the clock, and facilitates interactions between parties that may never physically meet. Moreover, as this space continues to evolve rapidly with technological developments and changes in user behavior, the "original position" cannot be defined as a static point but should be understood as a flexible and adaptive conceptual framework. [31]

The "original position" in the virtual space can be defined as a hypothetical condition in which all parties involved in the online marketplace ecosystem—including platforms, sellers, buyers, and regulators—are behind a digital "veil of ignorance." In this state, they are unaware of their specific position in the ecosystem (whether they will be large platforms, small sellers, or consumers) but have a general understanding of the nature and dynamics of the virtual space.[31]

In a Rawlsian framework, parties in this original position will seek to formulate fair and impartial principles to govern responsibilities and obligations in the online marketplace ecosystem. They will consider various scenarios and strive to create a system that protects the interests of all parties, given that they do not know their specific position.[31]

In online dispute resolution, platforms may be required to provide a transparent and easily accessible mechanism for users to report illegal content or transaction disputes. However, platforms should also be given certain safeguards against excessive liability to encourage innovation and growth in the digital economy.

The "notice and takedown" system currently widely used by online platforms can be evaluated and improved based on these principles. For example, platforms may be required to clearly explain their content moderation decisions and provide effective appeal mechanisms to fulfill the principle of transparency and

accountability. To satisfy the principle of access to justice, platforms may need to develop more sophisticated dispute resolution systems, perhaps by utilizing artificial intelligence technology to handle large volumes of cases quickly and consistently.[32]

However, implementing these principles also presents practical challenges. For example, how do we balance the need for transparency with protecting user privacy and data security? How do we ensure online dispute resolution systems remain fair and impartial, especially involving parties with vastly different resources and influence?[33]

One approach to addressing these challenges is to adopt a more collaborative and adaptive regulatory model. Instead of relying on a rigid top-down regulatory approach, regulators can work with platforms, users, and other stakeholders to develop best practice standards that can evolve. This may involve using “regulatory sandboxes,” where new intermediary liability and online dispute resolution approaches can be tested and evaluated before being widely implemented.[34]

This collaborative approach aligns with Rawls' notion of “reflective equilibrium,” where principles of justice are constantly tested and refined through a dialogue between theory and practice. This means principles formulated from a digital “original position” must be continuously evaluated and adjusted based on real-world experience and technological developments.[35]

Furthermore, this requires us to consider the implications of power and resource distribution in the digital ecosystem. Rawls emphasized the importance of ensuring that social and economic inequalities are regulated in such a way that they provide the most significant benefit to the most disadvantaged members of society (the difference principle), which may mean ensuring that intermediary liability and dispute resolution systems do not only benefit large platforms or the most influential users but also protect and empower small sellers and individual consumers.[36]

One way to apply this difference principle in the context of intermediary liability is to adopt a tiered approach to regulation. More prominent and influential platforms may be subject to outstanding content moderation and dispute resolution obligations. In contrast, small sellers or new platforms may be given more flexibility to encourage innovation and competition. However, this approach should also be careful not to create disincentives for growth or encourage excessive market fragmentation.[37]

Rawls' principle of difference might translate into developing a system that is efficient, fair, and accessible to all parties. This may involve providing legal or technical support to disadvantaged parties or developing intuitive and easy-to-use user interfaces that do not require high technical or legal expertise.

We are now faced with the fundamental challenge of considering digital access and literacy inequalities in the real world. Disparities in access to technology and the ability to utilize it effectively create significant inequalities.

We must now understand that digital access and literacy inequalities are not just technical issues but manifestations of broader socio-economic inequalities. These digital divides reflect and often reinforce existing inequalities in education, income, and economic opportunity. These inequalities can profoundly affect an individual's ability to participate effectively in the digital economy and access justice mechanisms.[38]

In his theory of justice as fairness, Rawls proposes that principles of justice should be formulated from an “original position” where individuals are behind a “veil of ignorance.” In light of this, we must consider how inequality of access and digital literacy can be integrated into this “original position” conception. Suppose we assume that individuals in the original position do not know their digital access or literacy level in the real world. In that case, they will likely support principles that protect and empower those most disadvantaged regarding digital access and capabilities.[39]

In online dispute resolution, platforms may need to develop systems that can accommodate different levels of digital literacy. This could involve using technologies such as AI-powered chatbots to help users navigate the process and provide the option to communicate with a human mediator for more complex cases or when users feel uncomfortable with the digital interface.[39]

Furthermore, considering inequalities in access and digital literacy also means considering how decisions in online disputes are communicated and enforced. Platforms may need to develop mechanisms to ensure that all parties fully understand the decision and its implications, perhaps through personalized explanations or even live consultation sessions for significant cases.

Adopting a more dynamic and contextual regulatory model addresses the challenge of balancing the need to provide additional support for digitally disadvantaged users without creating a system that can be exploited or unfair to other users. Instead of applying rigid rules, regulators and platforms can work together to develop an adaptive framework, which can adjust the level of support and protection based on the user's specific characteristics and the dispute's context.

This approach aligns with Rawls' concept of “pure procedural justice,” where the process's fairness determines the outcome's fairness. This means focusing on developing fair and inclusive processes that can

accommodate different levels of digital access and literacy rather than trying to determine specific outcomes for each type of dispute.[40]

In adopting Rawls' "graduated responsibility" approach, the level of responsibility imposed on users in the context of intermediary liability can be adjusted based on factors such as their level of digital literacy, the frequency with which they use the platform, and the complexity of the transactions they conduct. Users with higher levels of digital literacy and more complex activities may be expected to meet higher standards. In contrast, users who are less experienced or have limited access may be afforded additional protections or assistance in meeting their obligations.[27]

However, this approach also presents implementation challenges. How do we accurately and fairly measure and verify a person's level of digital literacy? How do we ensure that this system does not create disincentives for improving digital literacy or is not exploited by users trying to avoid responsibility?

We may need to consider developing a dynamic and contextualized digital literacy assessment mechanism to address these challenges. This could involve a combination of self-assessment, analysis of user behavior on the platform, and perhaps even optional digital literacy tests that could give users access to additional features or protections. It is crucial to ensure that these mechanisms are designed not to penalize or discriminate against users with low digital literacy but to encourage and empower them to improve their skills over time.[41]

Furthermore, considering inequalities in access and digital literacy requires us to rethink the role of marketplace platforms. From a Rawlsian perspective, we might argue that platforms with more significant resources and capacity are more obligated to address these inequalities. This could mean investment in digital literacy programs, infrastructure development in underserved areas, or even subsidies for internet access for underprivileged users.[42]

However, this approach also raises questions about the boundaries of platform responsibility. To what extent should platforms be responsible for addressing the broader socio-economic inequalities that underlie the digital divide? How do we balance this obligation with the need for platforms to remain competitive and profitable?

One way to address this dilemma is to adopt a more potent public-private partnership model. Governments, platforms, and civil society organizations can work together to develop and implement programs to improve digital access and literacy. This could involve initiatives such as community digital training centers, online mentoring programs, or even jointly supported device and internet connection subsidy schemes.

This approach could mean developing "digital help centers" that directly support users who face difficulties navigating the dispute resolution process. These centers could be a hybrid of online and physical services, providing access to devices and internet connections and personalized assistance from trained staff.

Furthermore, considering inequalities in access and digital literacy also requires us to rethink the concept of "fairness." Fairness in the digital space may be about providing equal access and ensuring that all users can utilize that access effectively. This leads to the broader concept of "digital fairness," which includes access to technology and the ability to use it for full participation in a digital society.[43]

This concept of digital fairness might translate into the development of systems that are not only accessible to all but can also be used effectively by all. This could involve using adaptive technologies that can customize interfaces and processes based on users' comfort levels and abilities with technology.[43]

However, this approach also presents ethical challenges. How do we ensure these adaptive systems do not reinforce or prolong existing inequalities? How do we balance the need for additional support for disadvantaged users with the principle of equal treatment?

One way to address this dilemma is to adopt an approach of "substantive equality" rather than "formal equality." In this context, substantive equality means providing different support and resources to various users to achieve equivalent outcomes. This may mean providing more time, assistance, or even representation for users with lower digital literacy in the dispute resolution process.[44]

Furthermore, considering access and digital literacy inequalities requires us to rethink the "shared responsibility" concept between platforms, users, and regulators. Instead of seeing intermediary liability as a burden to be borne by one party, we may need to develop a model where all stakeholders have a role to play in creating a more equitable and inclusive digital ecosystem.

In this model, platforms may be responsible for providing accessible and easy-to-use infrastructure and tools. To the best of their ability, users are responsible for using the platform responsibly and working towards improving their digital literacy. Conversely, regulators are responsible for setting standards, monitoring compliance, and providing incentives for best practices.

This shared responsibility approach aligns with Rawls' idea of a "well-ordered society" where social institutions work together to promote justice. This means creating an ecosystem where all parties work

together to address inequalities in digital access and literacy rather than relying on just one party or treating it as an individual problem.[43]

This shared responsibility approach can translate into more collaborative and adaptive systems. For example, platforms can provide various dispute resolution pathways tailored to the user's digital literacy level. Users with high digital literacy may be able to utilize sophisticated automated systems, while users with low digital literacy may be directed to more human-guided processes. Regulators, meanwhile, can set standards for accessibility and fairness in dispute resolution processes and provide resources for digital education and empowerment.

Furthermore, considering inequalities in digital access and literacy requires us to rethink the “procedural justice” concept in the digital space. Rawls emphasized the importance of fair procedures in achieving just outcomes. However, where significant inequalities exist in navigating and utilizing such methods, we may need to adopt a more nuanced understanding of procedural justice.[40]

The concept of “digital procedural justice” may need to consider formal equality in access to procedures and substantive equality in effectively utilizing those procedures. This may involve developing methods adapted to users' digital literacy levels, providing additional assistance to those who need it, and ensuring that outcomes are not affected by inequalities in digital capabilities.[40]

Furthermore, considering inequalities in digital access and literacy also requires us to rethink the concept of “freedom” in the digital space. In his theory of justice, Rawls emphasized the importance of basic liberties as a top priority. We may need to consider “digital freedom” as a new form of basic liberties in the digital context.[45]

This digital freedom may include accessing the Internet and digital platforms and participating meaningfully in the digital economy and society. This means that efforts to address inequalities in digital access and literacy are not just a matter of efficiency or distributive justice but also of protecting and promoting basic liberties in the digital age.[45]

This principle of digital freedom might translate into an obligation for platforms to provide access and actively empower their users. This could involve investing in digital literacy programs, developing tools and resources that help users understand their rights and responsibilities on the platform, and perhaps even providing legal or technical assistance for users involved in complex disputes.

Considering the original position and inequality of access and digital literacy in applying the principle of intermediary liability to marketplaces for online dispute resolution requires us to adopt a holistic, adaptive, and future-oriented approach. This involves developing sophisticated technical systems and profoundly considering the values of justice, liberty, and equality in the digital context.

Rawlsian thinking provides a valuable perspective for these issues, reminding us of the importance of designing systems that all parties will consider fair, regardless of their position in the digital hierarchy. However, applying Rawls' principles also requires us to rethink and expand concepts such as “original position,” “procedural justice,” and “fundamental freedoms” to reflect the unique realities of the digital space.

Finally, efforts to address inequalities of access and digital literacy in the context of intermediary liability and online dispute resolution should be seen not as obstacles but as opportunities to create a more just, inclusive, and sustainable system. By designing a system that actively seeks to address these inequalities, we create a fairer online marketplace and contribute to the development of a more equal and participatory digital society.

CONCLUSION

Online dispute resolution in marketplaces has become an important issue along with the rapid growth of e-commerce, especially in Indonesia. With the increase in electronic transactions, the risk of disputes between consumers and businesses increases, and implementing Online Dispute Resolution (ODR) is necessary. ODR offers efficient and cost-effective dispute resolution, especially in minor cases. However, the application of ODR in Indonesia is still limited and unregulated nationally, with most ODR systems managed by private marketplaces without government oversight. Marketplaces such as Tokopedia, Shopee, AliExpress, and eBay have developed internal dispute resolution systems that facilitate negotiation and mediation between buyers and sellers. These systems generally involve a complaint filing process, negotiation, and mediation conducted online, often with the assistance of a neutral mediator. Decisions made in this process are usually binding, although there is an appeal mechanism in some cases. However, the effectiveness of this system still needs to be further evaluated, especially in terms of transparency, safety, and fairness. Marketplaces are responsible for providing fair and transparent dispute resolution mechanisms under the principle of intermediary liability. This principle recognizes that marketplaces are not just passive conduits for transactions but also active actors that shape the transaction environment. Therefore, marketplaces must ensure a reliable, secure, and responsible dispute resolution system, taking into account

equality of access for consumers. John Rawls' theory of distributive justice can be used to analyze how marketplaces are responsible by applying the principle of intermediary liability, emphasizing the importance of the fair distribution of benefits and burdens in society. Marketplaces are expected to develop dispute resolution systems that are efficient, fair, and accessible to all parties. This includes the provision of legal aid or technical support for disadvantaged parties, as well as the development of intuitive and easy-to-use user interfaces. Developing a more comprehensive and equitable ODR system in Indonesia requires collaboration between the government, the marketplace, and other stakeholders to address the challenges and ensure the system is reliable, secure, and fair. Thus, ODR can be an effective tool to support the growth of e-commerce and increase consumer confidence in the digital era.

REFERENCES

- [1] M. A. Widyanto and M. Kholil, "PROBLEMATIKA PERLINDUNGAN KONSUMEN DALAM TRANSAKSI ELEKTRONIK DI INDONESIA," *Privat Law*, vol. 9, no. 1, pp. 137–142, Jun. 2021, doi: <https://doi.org/10.20961/privat.v9i1.28930>.
- [2] N. A. Astiti and J. Tarantang, "PENYELESAIAN SENGKETA BISNIS MELALUI LEMBAGA ARBITRASE," *JURNAL AL-QARDH*, vol. 3, no. 2, pp. 110–122, Feb. 2019, doi: [10.23971/jaq.v3i2.1179](https://doi.org/10.23971/jaq.v3i2.1179).
- [3] M. J. Rizki, "Mendorong Penerapan ODR dalam Penyelesaian Sengketa Konsumen E-Commerce," *hukumonline*. Accessed: Aug. 19, 2024. [Online]. Available: <https://www.hukumonline.com/berita/a/mendorong-penerapan-odr-dalam-penyelesaian-sengketa-konsumen-e-commerce-lt60c9b9f2b560a/>
- [4] A. Miru and S. Yodo, *Pelindungan sektor jasa keuangan*. Jakarta: Raja Grafindo Persada, 2015.
- [5] Pujiono and D. Sulistianingsih, "PENGUNAAN ONLINE DISPUTE RESOLUTION (ODR) PADA PENYELESAIAN SENGKETA MELALUI ARBITRASE DI INDONESIA," *Hukum dan Politik Dalam Berbagai Perspektif*, vol. 1, pp. 46–68, Feb. 2023, doi: <https://doi.org/10.15294/hp.v1i1.105>.
- [6] E. A. Priyono, B. Budiharto, and A. H. Wulandari, "REGULATIONS FOR E-COMMERCE AGREEMENT ACCORDING TO ICT ACT AND TITLE III OF INDONESIAN CIVIL CODE," *Diponegoro Law Review*, vol. 4, no. 1, p. 76, Apr. 2019, doi: [10.14710/dilrev.4.1.2019.76-88](https://doi.org/10.14710/dilrev.4.1.2019.76-88).
- [7] M. N. Hidayati, Suartini, and M. Saraswati, "Menggagas Penyelesaian Sengketa Online (Online Dispute Resolution) pada Kegiatan Transaksi Elektronik di Indonesia," *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, vol. 10, no. 1, pp. 225–244, Feb. 2024, doi: <https://doi.org/10.35326/pencerah.v10i1>.
- [8] R. Jusar, P. Taher, and I. Dwivismiar, "Tanggungjawab Pelaku Usaha dan Marketplace terhadap Pelanggaran Asas Itikad Baik dalam Transaksi E-commerce," *Sultan Jurisprudence: Jurnal Riset Ilmu Hukum*, vol. 3, no. 1, p. 62, Jun. 2023, doi: [10.51825/sjp.v3i1.19234](https://doi.org/10.51825/sjp.v3i1.19234).
- [9] H. A. SAPUTRA, "PERAN MARKETPLACE DALAM MEMBERIKAN PERLINDUNGAN TERHADAP KONSUMEN MENURUT UNDANG-UNDANG PERLINDUNGAN KONSUMEN," *GANEC SWARA*, vol. 17, no. 4, p. 2200, Dec. 2023, doi: [10.35327/gara.v17i4.688](https://doi.org/10.35327/gara.v17i4.688).
- [10] I. Winarsih and F. Oktaviarni, "Tanggung Jawab Penyedia Layanan Aplikasi Marketplace Terhadap Konsumen Dalam Transaksi Jual Beli Online di Provinsi Jambi," *Zaaken: Journal of Civil and Business Law*, vol. 2, no. 2, pp. 349–367, Jun. 2021, doi: [10.22437/zaaken.v2i2.11322](https://doi.org/10.22437/zaaken.v2i2.11322).
- [11] M. Girsang, E. Sulistya Rini, and . F., "Effects of Public Complaining and Complaint Handling on Social Media Upon Customer Satisfaction (A Case Study on Tokopedia)," *International Journal of Research and Review*, vol. 9, no. 6, pp. 296–321, Jul. 2022, doi: [10.52403/ijrr.20220632](https://doi.org/10.52403/ijrr.20220632).
- [12] Elfian Fauzy and Annisa Hafizhah, "Legal Analysis of User Personal Data Leak Cases at Tokopedia," *Mahadi: Indonesia Journal of Law*, vol. 2, no. 1, pp. 41–52, Feb. 2023, doi: [10.32734/mah.v2i1.11243](https://doi.org/10.32734/mah.v2i1.11243).
- [13] S. Oktaviani, "IMPLEMENTATION OF ONLINE DISPUTE RESOLUTION (ODR) AS AN ALTERNATIVE DISPUTE RESOLUTION IN TOKOPEDIA," *JURNAL HUKUM DE'RECHTSSTAAT*, vol. 8, no. 1, pp. 57–72, Jun. 2022, doi: <https://doi.org/10.30997/jhd.v8i1.5510>.
- [14] L. M. Sagala and D. S. H. Marpaung, "Penegakkan Hukum serta Upaya Penyelesaian Sengketa Online Marketplace melalui Mekanisme Online Dispute Resolution," *Widya Yuridika*, vol. 4, no. 2, Dec. 2021, doi: [10.31328/wy.v4i2.2414](https://doi.org/10.31328/wy.v4i2.2414).
- [15] I. Haryanto and M. Sakti, "IMPLEMENTATION OF ONLINE DISPUTE RESOLUTION (ODR) IN INDONESIA'S E-COMMERCE DISPUTES (COMPARATIVE STUDY WITH USA)," *JHK : Jurnal Hukum dan Keadilan*, vol. 1, no. 3, Apr. 2024, doi: <https://doi.org/10.61942/jhk.v1i3.121>.

- [16] A. Agus, S. Sudirman, W. Umar, and A. Rustan, "The Use of Artificial Intelligence in Dispute Resolution Through Arbitration: The Potential and Challenges," *SASI*, vol. 29, no. 3, p. 570, Sep. 2023, doi: 10.47268/sasi.v29i3.1393.
- [17] Brand Studio Team, "Shopee raises the bar with average 2.5-day return and refund processing, making dispute resolution hassle-free," *todayonline.com*. Accessed: Aug. 19, 2024. [Online]. Available: <https://www.todayonline.com/brand-spotlight/shopee-raises-bar-average-25-day-return-and-refund-processing-making-dispute-resolution-hassle-free-2199486>
- [18] S. H. Wahid, "Formulation of a Risk-Based Online Dispute Resolution Model for E-Commerce in Indonesia: Legal Framework and its Application," *International Journal of Arts and Humanities Studies*, vol. 3, no. 2, pp. 09–23, Apr. 2023, doi: 10.32996/Ijahs.2023.3.2.2.
- [19] A. Agus, S. Sudirman, W. Umar, and A. Rustan, "The Use of Artificial Intelligence in Dispute Resolution Through Arbitration: The Potential and Challenges," *SASI*, vol. 29, no. 3, p. 570, Sep. 2023, doi: 10.47268/sasi.v29i3.1393.
- [20] M. Kolman, "Dispute resolution on Aliexpress," *alihelper.net*. Accessed: Aug. 19, 2024. [Online]. Available: <https://alihelper.net/blog/en/dispute-resolution-on-aliexpress/>
- [21] The CyberPanel editorial team, "Is AliExpress Legit? Honest Reviews and Insights," *CyberPanel.net*. Accessed: Aug. 19, 2024. [Online]. Available: <https://cyberpanel.net/blog/is-aliexpress-legit>
- [22] Judge Eyad Ayed Alsamhan, "AI AND ONLINE DISPUTE RESOLUTION: MEDIATION," *Journal of Scientific Development for Studies and Research*, vol. 4, no. 13, pp. 283–300, Aug. 2023, doi: <https://doi.org/10.61212/jsd/113>.
- [23] D. Tsurel, M. Doron, A. Nus, A. Dagan, I. Guy, and D. Shahaf, "E-Commerce Dispute Resolution Prediction," in *Proceedings of the 29th ACM International Conference on Information & Knowledge Management*, New York, NY, USA: ACM, Oct. 2020, pp. 1465–1474. doi: 10.1145/3340531.3411906.
- [24] L. Edwards and C. Wilson, "On-line dispute resolution in cross-border consumer e-commerce transactions: lessons from eBay and ICANN," *International Review of Law, Computers & Technology*, vol. 21, no. 3, pp. 315–333, 2007, Accessed: Aug. 19, 2024. [Online]. Available: <https://era.ed.ac.uk/handle/1842/2382>
- [25] J. Barnett and P. Treleaven, "Algorithmic Dispute Resolution—The Automation of Professional Dispute Resolution Using AI and Blockchain Technologies," *Comput J*, vol. 61, no. 3, pp. 399–408, Mar. 2018, doi: 10.1093/comjnl/bxx103.
- [26] V. Majithia, "The Changing Landscape of Intermediary Liability for E-Commerce Platforms: Emergence of a New Regime," *Indian Journal of Law and Technology*, vol. 15, no. 2, Jul. 2019, doi: 10.55496/XEPD1967.
- [27] M. C. Buiten, "The Digital Services Act: From Intermediary Liability to Platform Regulation," *Journal of Intellectual Property, Information Technology and E-Commerce Law*, vol. 12, no. 5, pp. 361–380, 2021, Accessed: Aug. 19, 2024. [Online]. Available: <https://www.jipitec.eu/archive/issues/jipitec-12-5-2021/5491>
- [28] F. Bostoën, "Neutrality, fairness or freedom? Principles for platform regulation," *Internet Policy Review*, vol. 7, no. 1, Mar. 2018, doi: 10.14763/2018.1.785.
- [29] S. Miras, M. Ruiz-Bañuls, I. M. Gómez-Trigueros, and C. Mateo-Guillen, "Implications of the digital divide: A systematic review of its impact in the educational field," *J Technol Sci Educ*, vol. 13, no. 3, p. 936, Sep. 2023, doi: 10.3926/jotse.2249.
- [30] K. Pappalardo and N. Suzor, "The Liability of Australian Online Intermediaries," in *Oxford Handbook of Online Intermediary Liability*, G. Frosio, Ed., Oxford University Press, 2020, pp. 235–250. doi: 10.1093/oxfordhb/9780198837138.013.12.
- [31] U. Franke, "Rawls's Original Position and Algorithmic Fairness," *Philos Technol*, vol. 34, no. 4, pp. 1803–1817, Dec. 2021, doi: 10.1007/s13347-021-00488-x.
- [32] M. Loi, A. Ferrario, and E. Viganò, "Transparency as design publicity: explaining and justifying inscrutable algorithms," *Ethics Inf Technol*, vol. 23, no. 3, pp. 253–263, Sep. 2021, doi: 10.1007/s10676-020-09564-w.
- [33] S. C. Robinson, "What's your anonymity worth? Establishing a marketplace for the valuation and control of individuals' anonymity and personal data," *Digital Policy, Regulation and Governance*, vol. 19, no. 5, pp. 353–366, Aug. 2017, doi: 10.1108/DPRG-05-2017-0018.
- [34] A. Ranjbar, K. Skolt, K. T. Aakenes Vik, B. Sletvold Øistad, E. Wermundsen Mork, and J. Ravn, "Fairness in Artificial Intelligence: Regulatory Sandbox Evaluation of Bias Prevention for ECG Classification," 2023. doi: 10.3233/SHTI230184.

- [35] N. Doorn and B. Taebi, "Rawls's Wide Reflective Equilibrium as a Method for Engaged Interdisciplinary Collaboration," *Sci Technol Human Values*, vol. 43, no. 3, pp. 487–517, May 2018, doi: 10.1177/0162243917723153.
- [36] E. Anderson, "The fundamental disagreement between luck egalitarians and relational egalitarians," in *Distributive Justice and Access to Advantage*, Cambridge University Press, 2014, pp. 21–39. doi: 10.1017/CBO9781139940924.003.
- [37] B. Wilkins, "Rawls on Human Rights: A Review Essay," *J Ethics*, vol. 12, no. 1, pp. 105–122, Nov. 2007, doi: 10.1007/s10892-007-9024-5.
- [38] H. Cvijanović, "Rawls iza vela neznanja," *Filozofska istraživanja*, vol. 43, no. 3, pp. 481–493, Dec. 2023, doi: 10.21464/fi43303.
- [39] F. Barsotti and R. G. Koçer, "MinMax fairness: from Rawlsian Theory of Justice to solution for algorithmic bias," *AI Soc*, vol. 39, no. 3, pp. 961–974, Jun. 2024, doi: 10.1007/s00146-022-01577-x.
- [40] A. Jamnik, "Rawls' Theory of Justice as Fairness as Foundation and Challenge for Local Self-Government," *Lex localis - Journal of Local Self-Government*, vol. 20, no. 3, pp. 641–665, Jun. 2022, doi: 10.4335/20.3.641-665(2022).
- [41] I. Labukt, "Rawls on the practicability of utilitarianism," *Polit Philos Econ*, vol. 8, no. 2, pp. 201–221, May 2009, doi: 10.1177/1470594X09102237.
- [42] B. van der Vossen, "CONSENT TO UNJUST INSTITUTIONS," *Legal Theory*, vol. 27, no. 3, pp. 236–251, Sep. 2021, doi: 10.1017/S1352325221000148.
- [43] K. Shibuya, *The Rise of Artificial Intelligence and Big Data in Pandemic Society*. Singapore: Springer Singapore, 2022. doi: 10.1007/978-981-19-0950-4.
- [44] J. Anthony and S. Padmanabhan, "Digital Divide And Equity In Education: A Rawlsian Analysis," *Journal of Information Technology Case and Application Research*, vol. 12, no. 4, pp. 37–62, Oct. 2010, doi: 10.1080/15228053.2010.10856195.
- [45] S. K. McLeod and A. Tanyi, "The basic liberties: An essay on analytical specification," *European Journal of Political Theory*, vol. 22, no. 3, pp. 465–486, Jul. 2023, doi: 10.1177/14748851211041702.