



Consumer Protection Efforts In Online Transportation Services (A Case Study Of Pt Maxim Sorong)

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ABSTRACT

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The development of online transportation has facilitated public mobility, but has also given rise to various legal issues related to consumer rights protection. This study aims to analyze the compliance of consumer protection in PT Maxim's partnership agreement with its driver partners and evaluate the complaint handling mechanism based on the provisions of Law Number 8 of 1999 concerning Consumer Protection. The study used a qualitative descriptive method with an empirical legal approach. Primary data were obtained through interviews with PT Maxim Sorong, service users, and the Sorong Police Department, while secondary data were obtained from the partnership agreement, complaint documents, laws and regulations, and relevant legal literature. Data were analyzed inductively through reduction, presentation, and drawing conclusions. The results indicate that PT Maxim's partnership agreement stipulates prohibitions that support preventative consumer protection, such as prohibitions on account transfers, fare manipulation, the use of unsafe vehicles, and behavior that threatens customer safety. However, legally, there are still weaknesses because the agreement is in a standard form, has not regulated the classification of sanctions proportionally, the compensation mechanism is not clear, and the transparency of complaint resolution is still limited so that it does not fully fulfill the principles of legal certainty, justice, and consumer protection as regulated in Law Number 8 of 1999. The implications of the research indicate the need for refinement of partnership clauses, strengthening compensation and complaint mechanisms, increasing transparency in sanction enforcement, and more effective coordination with law enforcement officials in order to realize more optimal consumer protection.

1. INTRODUCTION

Digital transformation has changed the way people obtain goods and services. This change is clearly visible in the transportation sector. Booking a vehicle, which previously depended on a taxi stand or direct communication, can now be done through an application. Internet-based systems bring together consumers, application providers, and drivers within a single electronic transaction. Consumers can determine the pick-up point, destination, type of service, and estimated fare before the trip begins. This efficiency has made online transportation part of the daily activities of urban communities, including the community of Sorong City (Wijaya, 2016).

Transportation is essentially the activity of moving people or goods from one place to another. In online services, this process involves not only the vehicle and the

driver but also an electronic system that governs booking, route monitoring, payment, and service evaluation. The application provider acts as an intermediary, the driver-partner provides the transport service, while the consumer uses the service to meet mobility or delivery needs. This three-party relationship creates convenience, but at the same time gives rise to legal problems because the service operates through a platform that controls the data, determines the procedures, and unilaterally draws up the terms of use (Salim, 2006).

The risks arising in online transportation services are varied. Consumers may experience the loss of goods, unagreed fare increases, drop-offs at unsuitable locations, the use of a different vehicle or account, discourteous behavior, harassment, and the misuse of personal data after the trip has ended. These risks do not only cause economic loss. A driver's conduct can also disturb the user's sense of security, dignity, privacy, and psychological condition. The consumer's position becomes vulnerable because they must entrust their safety, location, phone number, and belongings to a previously unknown driver (Pratama & Suradi, 2016).

Consumer protection law is needed to balance the relationship between service users and business actors. Legal protection does not only operate after a loss has occurred; it also prevents arbitrary conduct through rules, service standards, accurate information, and complaint mechanisms. Law Number 8 of 1999 places comfort, security, safety, the right to choose, the right to obtain information, and the right to dispute resolution as interests that must be respected. In electronic transactions, the use of personal information must likewise be based on the consent of the party concerned. Consumer protection in online transportation must therefore cover aspects of service, safety, personal data, fares, the carriage of goods, and loss recovery (Sidabalok, 2014).

The operational framework for application-based transportation has also developed through transport-sector policy. Regulations on the carriage of persons outside fixed routes, the electronic operation of transport services, and public-transport standards provide the administrative basis for service providers. However, an operating permit and vehicle requirements do not replace the obligation to protect consumers. Technical regulations must be read together with consumer protection law so that travel safety, fare transparency, driver identity, and complaint handling operate as a single system (Ministry of Transportation, 2016).

PT Maxim operates online transportation services in Sorong City through various options, such as car or motorcycle rides, the delivery of goods, food purchases, cargo, car rental, and cleaning services. This diversity of services broadens the type of relationship among the company, the driver, and the consumer. In ride services, the consumer entrusts their physical safety to the driver. In delivery services, the consumer entrusts goods of economic value. Across all services, the application opens access to the consumer's name, phone number, pick-up location, and destination address. The

quality of protection therefore cannot be judged solely by price and the convenience of the application, but also by the accuracy of driver verification, the partnership rules, the monitoring of conduct, and the speed of complaint resolution (Wardani, 2019).

The relationship between PT Maxim and its drivers is set out in a partnership agreement. That agreement governs account use, order fulfilment, trip fares, conduct toward customers, vehicle condition, compliance with traffic rules, the confidentiality of information, and the prohibition on threatening consumers. Normatively, a validly made agreement binds the parties. However, PT Maxim's partnership agreement is a standard-form agreement. Prospective partners have only the choice of accepting or rejecting the clauses already provided. This form simplifies the registration process, but can create an information imbalance when a prospective driver agrees to the document without reading or understanding all of its obligations (Wahyusetyawati, 2017).

Previous research has discussed the protection of the personal data of online transportation users, the company's liability for lost goods, and liability in cases of sexual harassment. These findings show that platform companies cannot entirely detach themselves from problems occurring during the provision of the service. Although the relationship with drivers is called a partnership, the company still controls the application, sets the standards, receives complaints, and imposes administrative sanctions. Studies that specifically connect the content of the partnership agreement, the pattern of consumer complaints, the complaint mechanism, and the effectiveness of sanctions at PT Maxim Sorong remain limited (Mamahit et al., 2023).

Based on these problems, this study analyzes two matters. First, the study assesses whether the partnership agreement between PT Maxim and its driver-partners supports consumers' legal protection. Second, the study examines the steps taken by PT Maxim Sorong in receiving, examining, and resolving various complaints. The analysis is directed at the relationship among the terms of the agreement, consumer rights, complaint data for 2022–2024, the forms of sanction, and the weaknesses that still require improvement.

2. RESEARCH METHOD

This study uses a qualitative descriptive approach. This approach was chosen because the study seeks to describe the policies, procedures, consumer experiences, and violation-handling mechanisms at PT Maxim Sorong. The study does not test statistical relationships between components. The analysis is directed at understanding the meaning of the field data and assessing its conformity with the principles of consumer protection and contract law (Sugiyono, 2014).

The study was conducted over one month from the date the research permit was issued. The main research location was the PT Maxim Sorong Office at Komplek

Harapan Indah, Jalan Raya Melati, Klawuyuk, East Sorong District, Sorong City, Southwest Papua. This location was chosen because it is the site of partner registration, consumer service, complaint receipt, and the imposition of administrative sanctions on driver-partners.

The research data consist of primary and secondary data. Primary data were obtained through interviews with a representative of PT Maxim Sorong, service users who had previously filed a complaint, and the Sorong Police Department. Information from the company was used to understand driver verification, the content of the partnership, complaint channels, and the sanction system. Information from consumers was used to assess their actual experience of the complaint process. Information from the police was used to examine the reporting and monitoring of online-transportation cases. Secondary data were drawn from the partnership agreement, the compilation of complaints for 2022–2024, books, journal articles, laws and regulations, and online sources used in the thesis.

Data were collected through structured, in-depth interviews, observation, and documentation. The interviews used a question guide so that the information from each informant remained relevant to the research focus. Observation was conducted on office services, the rating system within the application, and the complaint procedure. Documentation covered the partnership agreement, the complaint tables, photographs of the research activities, and other supporting documents. The combination of these three techniques helped the researcher compare the informants' explanations with the available documents (Moleong, 2005).

The data were analyzed inductively. Information obtained from the interviews, observation, and documentation was first selected and grouped according to the research problem, then presented in narrative and tabular form. The next stage connected the specific facts with the concepts of legal protection, the valid conditions of an agreement, the principles of partnership, and consumer rights. Conclusions were drawn once the points of conformity, difference, and weakness between the partnership documents and the actual handling of complaints had been identified (Sugiyono, 2010).

3. RESULTS AND DISCUSSION

3.1 Overview of Consumer Protection at PT Maxim Sorong

PT Maxim Sorong provides a number of services that bring together consumer needs with the services of driver-partners. Based on the interview results, the company places identity verification, the rating system, and customer service as the main instruments of protection. Prospective drivers must submit their identity card, driving license, and vehicle registration certificate. This check is intended to ensure legal capacity, identity, and vehicle roadworthiness before a partner may accept an order.

Verification serves as a preventive step because consumers need certainty that the person and vehicle that arrive correspond to the data shown in the application.

The company also requires drivers to comply with traffic regulations, maintain the cleanliness and roadworthiness of their vehicle, behave courteously, respect privacy, and undergo training. These obligations relate directly to the consumer's right to security and comfort. An unroadworthy vehicle can increase the risk of an accident. Rude behavior, private communication after the service has ended, or conduct that demeans the consumer's dignity can turn a service relationship into a violation of personal rights. Consumer protection therefore does not depend only on the function of the application, but also on the partners' discipline in carrying out the service standards (Mamahit et al., 2023).

The rating system offers a choice of “like” and “dislike” after a trip has ended. This system gives consumers room to share their experience, but the information it generates is limited. A binary choice cannot show whether the problem lies in punctuality, vehicle condition, communication, route, or safety. Consumers also do not receive a sufficient explanation of how the rating is calculated or of its effect on a partner's status. This limitation reduces the function of the rating as a monitoring tool. A more detailed and transparent system would help the company identify patterns of violation before they develop into more serious losses.

3.2 Partnership Agreement as Preventive Protection

The relationship between PT Maxim and its drivers is based on a partnership agreement. The partnership emphasizes cooperation that is mutually dependent, trusting, reinforcing, and beneficial. PT Maxim provides the application and access to consumers, while the driver provides the vehicle, time, skill, and performance of the service. The driver receives 85% of the order revenue, while 15% becomes the company's commission. This division shows an exchange of benefits and obligations within the business relationship. This pattern is consistent with the concept of partnership as formal cooperation to achieve a shared goal, exercise business oversight, and provide benefits to the parties involved (EEA Glossary, 2023; Republic of Indonesia, 2008b).

The validity of this relationship may be examined through the valid conditions of an agreement. First, consent exists when the prospective driver agrees to the document and registers an account. Second, capacity is demonstrated through the age requirement and possession of an identity card and driving license. Third, the object of the agreement is determinable, namely the provision of the application by the company and the provision of transport services by the partner. Fourth, the purpose of the cooperation constitutes a lawful cause, since it does not conflict with the law, morality,

or public order. Once agreed, the contract binds the parties and must be performed in good faith (Subekti & Tjitrosudibio, 2017).

Although it satisfies the basic elements of an agreement, its format is standardized. Prospective partners have no room to negotiate the content. They can only accept or reject it. This condition does not automatically render the agreement invalid, but it increases the need for transparency. The findings show that some prospective partners agree to the document without reading all of its clauses. As a result, drivers may fail to understand the prohibitions, complaint procedures, and consequences of violations. PT Maxim needs to present a summary of obligations in simple language, provide sufficient time to read the document, and request confirmation of key clauses before the account is activated.

The content of the agreement shows that consumer protection has become part of the partnership standards. The clauses prohibit the transfer of accounts, automatic rejection of orders, closing an order at a different value, cancellation without reason, lateness, changing the route, dropping off a passenger without reasonable cause, manipulating waiting time, adding a fictitious address, rudeness, using a damaged vehicle, working with an unregistered phone number or vehicle, driving while intoxicated, carrying other passengers, disclosing confidential information, and threatening customers. These prohibitions can be grouped according to the consumer rights they protect, as presented in Table 1.

Table 1. The Relationship between Partnership Clauses and Consumer Rights

Clause group	Example of obligation or prohibition	Consumer interest
Identity and account	Prohibition on transferring the account, using an unregistered phone number, creating a duplicate account, or using a different vehicle without notice.	Certainty of the driver's identity and transaction security.
Order fulfilment	Prohibition on cancelling without reason, being late, changing the route, failing to fulfil the order, or dropping off the passenger before the destination.	Certainty of service, safety, time, and the trip's destination.
Fares and payment	Prohibition on activating waiting time without basis, adding a fictitious address, or closing an order at a different value.	Fare accuracy, correct information, and economic protection.

Ethics and privacy	Prohibition on speaking rudely, demeaning the customer, contacting the customer to disclose confidential information, or making threats.	Comfort, dignity, privacy, and psychological security.
Service roadworthiness	Prohibition on using a damaged vehicle, driving while intoxicated, reckless driving, or carrying other passengers.	Security and safety during the use of the service.

Source: Processed from PT Maxim's partnership agreement with its driver-partners.

The identity and account clauses carry significant weight because consumers make decisions based on the information shown in the application. If an account is lent out or a different vehicle is used without notice, the consumer loses the basis for confirming who is providing the service. The risk increases when goods are lost, harassment occurs, an accident happens, or a criminal act is committed, because the tracing process may be hindered. Monitoring of account ownership needs to be carried out periodically, not only at the registration stage. The company can require facial verification, document updates, and a vehicle-conformity check before a partner accepts an order.

The clauses on fares and order fulfilment protect the consumer's economic interests. The fare shown in the application forms the basis of the consumer's consent to use the service. A unilateral addition to that fare alters the agreement and places the consumer in a coerced position because the trip is already under way. Likewise, dropping off a passenger before the destination results in a loss of time, additional cost, and potential danger. These prohibitions show that a partnership agreement can function as preventive protection if its content is understood, monitored, and consistently enforced (Putra et al., 2021).

However, the agreement obtained in this study has not yet set out a clear relationship between each type of violation and its corresponding level of sanction. The document lists prohibitions far more than it does consequences. This gap can create uncertainty for both drivers and consumers. Partners do not know from the outset whether a given violation will result in a warning, retraining, temporary suspension, or termination of the partnership. Consumers likewise cannot assess whether the company's response is proportionate. The agreement should be supplemented with a violation matrix, minor and serious categories, a defense process, forms of consumer redress, and the grounds for terminating the partnership.

3.3 Consumer Position and the Responsibilities of the Parties

Consumers in online transportation services interact directly with the driver, but their service experience is largely determined by the system the company manages. The platform sets the registration process, receives and dispatches orders, displays identity, calculates fares, stores trip history, and revokes partner access. This authority shows that the company does not merely provide a passive digital space. The company has the capacity to prevent risk, secure evidence, and remedy losses, so that the responsibility for protection cannot be shifted entirely onto the driver (Putra et al., 2021).

In this context, consumer rights include the right to comfort, security, safety, accurate information, fair treatment, and proper dispute resolution. These rights must be evident at every stage of the service. Before the transaction, consumers need information on identity, vehicle condition, fare, and the scope of the service. During performance, consumers need compliance with the route, courteous conduct, safety, and protection of their goods. After the service has ended, consumers need access to complaints, notification of the outcome of the investigation, and redress if a loss is proven (Republic of Indonesia, 1999).

Driver-partners bear direct responsibility because they interact with the consumer and have control of the vehicle or goods for the duration of the order. A partner's obligations are not limited to delivering the consumer or goods to their destination. Partners must maintain the confidentiality of information, follow the fare shown in the application, use a genuine identity, ensure their vehicle is roadworthy, communicate courteously, and not exploit the service relationship for personal ends. A breach of these obligations can cause both material and non-material loss to the consumer (Sidabalok, 2014).

PT Maxim bears responsibility for oversight because the company determines who may access the system and how partners obtain orders. This responsibility must be exercised through document checks, periodic verification, complaint monitoring, behavioral pattern analysis, and the consistent application of sanctions. Oversight must not stop once an account has been activated. Changes in vehicle, device, phone number, or an unusual transaction pattern should trigger a re-examination so that the identity shown in the application remains consistent with the person actually providing the service in the field.

Data protection likewise brings together the responsibilities of the company and the driver. The company must limit the data visible to partners, while drivers are obliged to use consumer information only to complete the order. Phone numbers, addresses, and locations must not be stored or reused to contact the consumer after the transaction without consent. Using data beyond the purpose of the service can turn a business relationship into an invasion of privacy and potentially give rise to a more serious threat (Pratama & Suradi, 2016).

From the standpoint of legal protection, prevention and enforcement must operate together. Preventive protection is realized through the partnership terms, verification, training, service standards, and safe application design. Repressive protection is realized through the receipt of reports, the examination of evidence, the imposition of sanctions, compensation, and access to legal resolution. If either layer is weak, the consumer remains in a vulnerable position. Rules without enforcement produce no real effect, while sanctions without prevention only respond to a loss after it has occurred (Zulham, 2013).

3.4 Pattern of Consumer Complaints, 2022–2024

Data from PT Maxim Sorong show four main types of complaint: lost goods, harassment, unilateral fare increases, and dropping off passengers at unsuitable locations. A total of 37 reports were recorded during 2022–2024. The number of complaints rose from eight reports in 2022 to nine reports in 2023 and twenty reports in 2024. The sharpest increase occurred in lost goods. Detailed data are presented in Table

Table 2. Number of Consumer Complaints at PT Maxim Sorong, 2022–2024

Type of complaint	2022	2023	2024	Total
Lost goods	4	6	15	25
Harassment	2	1	1	4
Unilateral fare increase	2	0	3	5
Drop-off at an unsuitable location	0	2	1	3
Total	8	9	20	37

Source: PT Maxim Sorong complaint data, processed by the researcher.

Lost goods account for 25 of the 37 reports, or roughly two-thirds of all complaints. The number rose from four cases in 2022 to six cases in 2023 and fifteen cases in 2024. This increase is linked to the growing number of partners, users, and the use of delivery services. In this service, the consumer does not directly supervise the goods. Security depends heavily on the driver's identity, the application's tracking, proof of hand-over, and the speed of reporting. When goods fail to arrive, the consumer's loss covers the value of the goods, delivery costs, time, and possibly a loss of customer trust where the goods relate to a business activity (Putra et al., 2021).

The partnership agreement prohibits a partner from failing to fulfil an order. This prohibition includes the obligation to deliver goods to the destination address. Effective protection, however, requires a more detailed procedure. The application should provide pick-up and hand-over photographs, a receipt code, location logging, and an insurance option based on the value of the goods. Driver and trip data should also be retained for investigative purposes. Where embezzlement or theft is proven, the company's administrative sanction does not eliminate the possibility of criminal and civil liability.

Complaints of harassment total four cases. This figure is lower than that for lost goods, but its seriousness cannot be judged by number alone. Harassment can occur directly during the trip or through messages after the service has ended. Access to a phone number and location gives the driver an opportunity to initiate communication unrelated to the order. Conduct such as sexual comments, coercive advances, threats, or repeated contact can violate dignity and cause trauma. Handling cases of this kind requires protection of the victim, the securing of digital evidence, restricting the driver's access to data, and referral to law enforcement officials where the elements of a criminal offense are met (Mamahit et al., 2023).

Five complaints relate to unilateral fare increases. The fare shown in the application forms the consumer's initial expectation and consent. A driver who demands additional payment without agreement has unilaterally altered an element of the transaction. This can occur on grounds of distance, congestion, weather, or a request for payment outside the application. Operational reasons must not be used to pressure a consumer. Any fare change must be processed through the system, disclosed before the consumer gives consent, and capable of being refused without any detrimental consequence. Fare transparency is part of the right to information and the right to receive a service commensurate with the agreed price (Republic of Indonesia, 1999).

Three complaints relate to dropping off passengers at an unsuitable location. Although the number is small, this conduct can place the consumer in a dangerous situation, particularly at night, in a deserted area, or at an unfamiliar location. This violation also imposes additional cost, since the consumer must find another vehicle. The partnership clauses already prohibit a drop-off without reasonable cause. Enforcement of this prohibition should take emergency conditions into account, but the driver is nevertheless obliged to communicate, choose a safe location, and report the circumstances through the application.

3.5 Conformity of Protection with the Principles of Consumer Protection

The principle of benefit and balance requires that the service provide advantages to both consumers and business actors without placing either party at a disadvantage. The application provides ease in obtaining a vehicle and income for partners, but this benefit must be accompanied by protection of the consumer's cost, time, safety, and goods. The division of revenue between the company and the driver must not diminish the obligation to provide service standards, because economic gain derives from users' trust in the system they jointly build (Republic of Indonesia, 1999).

The principle of security and safety requires the company to prevent risk before a trip begins. Identity verification, vehicle roadworthiness, compliance with traffic rules, the prohibition on driving while intoxicated, and the prohibition on carrying other passengers are all forms of applying this principle. Security, however, also encompasses

a sense of safety from harassment, threats, and the misuse of data. The system's design must therefore protect consumers both physically and digitally, not merely ensure that the vehicle can move from origin to destination (Mamahit et al., 2023).

The principle of justice and legal certainty requires a procedure that can be understood by all parties. Partners need to know the types of violation and their consequences, while consumers need to know how to file a report, what evidence is required, the time limit for resolution, and the forms of redress available. An internal process that lacks transparency can create the impression that decisions depend on the company's unilateral policy. A sanction matrix, a report number, notification of the outcome, and an objection channel would strengthen procedural fairness in the resolution of complaints (Sidabalok, 2014).

Complaint data should also be used to assess whether the principle of protection has actually been realized. The rise in reports from eight to twenty over three years indicates the need for a policy evaluation. This increase may be influenced by user growth, but it nonetheless signals that the system must adjust its monitoring and resolution capacity. The company needs to compare the number of complaints against the number of trips, the type of service, the region, the time of the incident, and the partner's history, so that decisions on improvement are based on an accountable pattern.

3.6 Complaint Mechanism and Sanction Enforcement

PT Maxim Sorong provides both online and offline complaint channels. Users can contact the company's service or visit the office in person. Consumers are asked to provide the driver's name, vehicle plate number, a chronology of events, and supporting evidence. This information is used to check the account and the trip. The company states that reports are followed up within a maximum of 24 hours. An easily accessible channel is important because consumers often need an immediate response, particularly in cases of lost goods, threats, or safety concerns.

The experience of a consumer who lost clothing in a delivery service illustrates the function of an in-person complaint. After waiting around four hours without clarity, the consumer went to the PT Maxim Sorong office. Staff asked for the driver's name and plate number in order to conduct a search. This case shows that the success of a complaint is heavily influenced by the consumer's ability to retain identity details and trip evidence. The application should keep order history easily accessible so that consumers do not have to rely on memory or screenshots.

After receiving a report, the company examines the consumer's statement and requests an explanation from the driver. Resolution should be conducted in a balanced manner, but it must not disregard the imbalance in the consumer's position. The platform controls the account data, location, order history, and communications. The company therefore has far greater capacity to secure evidence and determine the appropriate

action. A transparent procedure should include a report number, the time of examination, the handling status, the outcome of the decision, and the form of redress. Consumers should also receive notification when a report is closed or referred to law enforcement (Putra et al., 2021).

PT Maxim Sorong applies two main sanctions. A first violation may be met with a written warning and a 30-day account suspension. During this period, the partner cannot accept orders. Once the suspension ends, the driver must come to the office and sign the warning letter before returning to work. If the violation is repeated, the company may permanently terminate the partnership. For serious violations such as harassment, criminal acts, or driving while intoxicated, permanent termination may be applied because of the risk to consumer safety.

This sanction constitutes repressive protection because it is imposed after a violation has been reported and proven. Suspension temporarily halts the offender's access to consumers, while termination of the partnership prevents repeated violations through the same platform. Nevertheless, the effectiveness of the 30-day suspension remains open to question. Some partners regard this period as not particularly severe because the account can be used again afterward. The rise in complaints in 2024 indicates the need for an evaluation. Sanctions should take into account the type of violation, the loss caused, intent, the offender's history, and the risk of repetition. It is inappropriate for a serious violation to always be treated as a first offense resulting only in temporary suspension.

The Sorong Police Department stated that it has not yet received an official report specifically involving online transportation and does not yet have a specific cooperation arrangement with PT Maxim. This does not mean that no violations exist. Consumers may choose to report only to the company, may not know the available legal channels, or may be reluctant to pursue a case further. The company needs to clarify that an administrative sanction is distinct from a legal process. In cases of alleged sexual violence, intimidation, theft, or assault, consumers are entitled to report the matter to the police. PT Maxim must retain trip data and assist in providing information in accordance with legal procedure.

3.7 Consumer Loss Recovery

Imposing a sanction on a partner and providing redress to the consumer are two different matters. Suspension or termination of the partnership protects other users from the risk of repetition, but it does not automatically return the goods, costs, or sense of security of a consumer who has already suffered a loss. The resolution of a report must produce two outcomes: action against the offender and a form of redress for the victim. Without redress, the complaint mechanism functions only as the company's internal oversight and does not yet fully serve the consumer's interests (Republic of Indonesia, 1999).

For lost goods, redress needs to take into account the value of the goods, the service fee, proof of delivery, and the negligence of the parties involved. The company can set a basic compensation limit for each service and offer an additional protection option for high-value goods. These terms must be visible before booking so that consumers understand the risk and the scope of liability. Evidence such as photographs, a receipt code, location traces, and in-app communication will help determine whether the goods were received, misdelivered, damaged, or unlawfully retained (Putra et al., 2021).

Non-material loss in cases of harassment or threats requires a different approach. The consumer may not have lost any goods, but may experience fear, a disturbed sense of security, and trauma. The company needs to ensure the offender can no longer contact the victim, secure the trip data, offer informational support, and explain the available options for legal reporting. An apology or a temporary suspension is not always commensurate with the impact suffered, particularly where the conduct involves violence or a sexual element (Mamahit et al., 2023; Republic of Indonesia, 2022).

The redress procedure must be easy to trace. Each complaint should receive a registration number, a summary of the chronology, a list of evidence, a responsible officer, and a resolution deadline. Consumers need to receive updates while an examination is under way and a written decision when the case is closed. Where a consumer is dissatisfied with the outcome, an objection or escalation channel should be available. Good record-keeping also helps the company evaluate the consistency of its decisions and avoid inconsistent treatment of cases with a similar character.

Redress need not always take the form of full payment. It can take the form of a refund, replacement of goods according to a proven value, the provision of a substitute service, a fare correction, assistance with reporting, or a combination of these measures. The choice of redress must be tailored to the type of loss and the degree of fault. The guiding principle is to restore the consumer as closely as possible to the position they were in before the loss occurred, and to prevent the company from profiting from a service proven not to have been properly performed (Subekti & Tjitrosudibio, 2017).

3.8 Effectiveness of Protection and the Need for Improvement

The findings show that PT Maxim Sorong has built two layers of protection. The preventive layer consists of driver verification, service obligations, prohibitions in the agreement, and the rating system. The repressive layer consists of the complaint channel, report examination, account suspension, and partnership termination. Both layers support consumer rights, but do not yet fully guarantee redress. Protection will be judged effective if it is able to prevent violations, respond quickly, render transparent decisions, remedy losses, and reduce recurrence.

First, the transparency of the agreement needs to be improved. Prospective partners should receive an easy-to-read document, a brief explanation of the main prohibitions, and information on the levels of sanction. Initial training should not be confined to the technical use of the application. Its material needs to cover personal data protection, communication ethics, the prevention of sexual violence, the carriage of goods, fares, safety, and the obligation to assist consumers. Confirmation of understanding can be carried out through a short test before the account is activated.

Second, account monitoring needs to be strengthened. The agreement already prohibits the transfer of accounts, but changing a vehicle can be done easily. This flexibility helps partners, but reduces consumer certainty where the data is not updated. Periodic facial verification, vehicle matching, and automatic alerts when a device changes can reduce misuse. Consumers also need an emergency button, a trip-sharing feature, and quick access to report an identity mismatch.

Third, the complaint system needs to be oriented toward redress, not merely the punishment of partners. Suspending an account does not automatically replace lost goods, additional costs, or other losses. The company needs to establish a clear compensation procedure, a decision deadline, an objection mechanism, and liability defined according to the type of service. For delivery services, proof of hand-over and the compensation scheme must be stated before the transaction. In cases of safety or harassment, support needs to include securing evidence and providing information on access to legal assistance.

Fourth, the rating system needs to be changed from a binary choice to more informative categories. Consumers could rate punctuality, vehicle cleanliness, courtesy, safety, route compliance, and fare accuracy. The rating results should serve as an early indicator for investigation, not merely as a reputation score. The analysis of complaint patterns also needs to distinguish by type of service, time, region, and partner history. In this way, the company can intervene before a serious violation emerges.

Fifth, coordination with law enforcement officials needs to be prepared even though official reports remain limited. This cooperation could take the form of data-security procedures, a point of contact, consumer education, and emergency handling. Coordination does not mean that every complaint must be criminalized. Minor service disputes can be resolved through the consumer mechanism, while suspected criminal acts must be referred through the legal channel. A clear division of roles would prevent the company from relying solely on administrative sanctions for conduct that threatens users' safety and dignity.

3.9 Practical Implications for PT Maxim Sorong

The findings of this study can be translated into more measurable operational standards. At the registration stage, the company needs to ensure that partners read a summary of the agreement and pass a basic comprehension check. At the operational stage, the system can request random facial verification, match vehicles, and issue an alert when there is a change of device or phone number. At the evaluation stage, rating data, cancellations, fare changes, and complaints need to be analyzed together so that risk patterns are not assessed in isolation. These steps would make oversight more proactive and less dependent solely on reports filed after a loss has occurred.

The company also needs to establish a classification of complaints based on risk level. Minor service complaints can be resolved through clarification, a refund, or retraining. Moderate complaints, such as vehicle mismatch, drop-off at the wrong destination, and fare manipulation, require suspension and a more in-depth examination. Serious complaints, such as violence, harassment, threats, theft, or the use of a false identity, must immediately halt the partner's access while evidence is preserved for legal proceedings. This classification helps the company provide a response that is proportionate and consistent (Republic of Indonesia, 1999; Republic of Indonesia, 2022).

For consumers, education needs to be delivered directly through the application before and during the trip. This information can include the obligation to match identity, the prohibition on sharing personal codes, how to preserve evidence, the use of the trip-sharing feature, and emergency steps to take when feeling threatened. Consumers also need to understand the difference between filing a service report with the company and filing a criminal report with the police. Simple information of this kind will strengthen users' ability to protect themselves, without shifting the entire burden of security onto the consumer.

Periodic evaluation can be carried out through a consumer-protection report containing the number of trips, the number and type of complaints, the average handling time, the form of resolution, the number of suspensions, the number of partnership terminations, and the value of compensation paid. Such a report need not disclose personal identities, but it does need to give a picture of the system's effectiveness. This kind of openness encourages accountability, helps the government carry out its oversight function, and strengthens public confidence that complaints are used to improve the service, rather than merely being filed away as internal administration (Zulham, 2013).

4. CONCLUSION

PT Maxim's partnership agreement with its driver-partners already contains provisions that support consumer protection. The prohibitions on transferring accounts, altering fares, cancelling without reason, dropping off passengers before the destination, using an unroadworthy vehicle, behaving rudely, disclosing confidential information,

and threatening customers relate directly to the rights to security, comfort, safety, information, and certainty of service. The agreement satisfies the elements of consent, capacity, a determinable object, and a lawful cause. However, its standard-form character and the as-yet undetailed relationship between the type of violation and the corresponding sanction reduce its transparency. Preventive protection needs to be strengthened through clearer clauses, partner training, account monitoring, updated vehicle data, and a more informative rating system.

PT Maxim Sorong has provided both online and offline complaint channels and applies a 30-day account suspension together with permanent partnership termination. This mechanism demonstrates the presence of repressive protection, but the rise in complaints to 20 reports in 2024 shows that the sanctions and oversight still need to be evaluated. Lost goods is the most dominant problem, while harassment, unilateral fare increases, and drop-offs at the wrong destination continue to have a serious impact. The company needs to provide report-status tracking, a compensation procedure, proof of hand-over, proportionate sanction categories, and support for legal reporting. Coordination with the police is likewise important for handling serious violations and for ensuring that administrative resolution does not displace the consumer's right to obtain broader legal protection.

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