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CONSUMER PROTECTION AND DIGITAL CONSENT IN ELECTRONIC CONTRACTS: LEGAL CHALLENGES FOR INDONESIAN E-COMMERCE

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Abstract

The advancement of information technology has significantly transformed business and consumer transactions, particularly through the proliferation of electronic contracts. This transformation has introduced legal challenges, including questions regarding the validity of clauses that limit business liability and the enforceability of digital agreements such as clickwrap agreements. This research evaluates the extent of legal protection afforded to consumers in relation to exoneration clauses within electronic contracts and analyses the application of valid contract principles in digital agreements under Indonesian law. Employing a normative-analytical approach, the study examines current legal literature and prevailing e-commerce practices. The objective is to offer new perspectives on balancing rights and obligations in digital contracts and to promote legal certainty in digital consent. The findings are intended to inform the drafting of regulations that enhance consumer protection in online transactions. These insights are essential for academics, policymakers, and businesses to ensure the validity and fairness of electronically executed contracts.

A. INTRODUCTION

Technological developments, particularly in communication and information technology, have been driven by globalisation and have impacted various aspects of human life. For example, advances in information technology have transformed social interactions and the way the business world operates, leading to new legal regulations.[1] This demonstrates that digital transformation significantly affects the existing legal system, including the practice of agreements and contracts.

An integral component of information technology has broken down spatial and temporal barriers and brought about substantial changes in numerous areas of life, including the economic, social, cultural, and legal spheres. Digital public services, such as e-government, e-commerce, e-health, and e-contracts, demonstrate how modern society uses technology across various activities. This development requires legal adaptation, particularly regarding agreements previously executed only in a traditional manner.[2] This suggests that a thorough review of the entire legal system is necessary, as current regulations may not be sufficient for addressing technological advancements.[3]

Technological advancements have enabled businesses to engage in innovative digital transactions. An electronic contract, or e-contract, is an agreement concluded through an online platform that encompasses offers, acceptance, and fulfilment of obligations, eliminating the need for physical meetings. Electronic contracts are also a legal means of meeting the need for agile, secure and efficient digital transactions.[4] However, electronic agreements are typically drafted as standard contracts that benefit one party. Power imbalances often arise between service providers and customers regarding rights and obligations, with customers

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[1] M. Khoirul Hadi al Asy'ari and Muhammad Rahman, "Technology: Technological Advances and Changes in Human Lifestyles in a Socio-Cultural Perspective", *Proceeding International Conference on Science and Engineering*, 3 (2020): 721-730. https://doi.org/10.14421/icse.v3.592 see also Khalid Eltayeb Elfaki and Elsadig Musa Ahmed, "Digital technology adoption and globalization innovation implications on Asian Pacific green sustainable economic growth", *Journal of Open Innovation: Technology, Market, and Complexity* 10, no. 1 (2024): 1-10. https://doi.org/10.1016/j.joitmc.2024.100221

[2] Radhita Aurelia and Siti Malikhatun Badriyah, "The Validity of Digital Agreements between Marketplace Platforms and Sellers in the Perspective of the Principle of Consensus", *International Journal of Social Science and Human Research* 8, no. 11 (2025): 8996-9001. https://doi.org/10.47191/ijsshr/v8-i11-59 see also Hao Jiao, et al, "The relationship between digital technologies and innovation: A review, critique, and research agenda", *Journal of Innovation & Knowledge* 10, no. 1 (2025): 1-16. https://doi.org/10.1016/j.jik.2024.100638

[3] Junaidi Junaidi, Pujiono Pujiono and Rozlinda Mohamed Fadzil, "Legal Reform of Artificial Intelligence's Liability to Personal Data Perspective of Progressive Legal Theory", *Journal of Law and Legal Reform* 5, no. 2 (2024): 587-612. https://doi.org/10.15294/jllr.vol5i2.3437, see also Bart Custers, "New digital rights: Imagining additional fundamental rights for the digital era", *Computer Law & Security Review* 44, (2022): 1-13. https://doi.org/10.1016/j.clsr.2021.105636

[4] Yasar Alhiniti and Walaa Ahmed Muhammad Ali Al-Masry, "Analysis of the Legal Framework for Electronic Contracts: Challenges and Opportunities". In: Musleh Al-Sartawi, A.M.A., Nour, A.I., Abdeljawad, I. (eds) *Business Resilience and Business Innovation for Sustainability. Studies in Systems, Decision and Control*, vol 587, (2025). Springer, Cham. https://doi.org/10.1007/978-3-031-87584-7_178 see also Ahmad Mahmoud Al Masadeh, Ahmed M. Khawaldeh and Mohammad Assaf Al-salamat, "The Electronic Contract in Civil and Commercial Codes", *International Journal of Cyber Criminology* 18, no. 1 (2024): 1-14. https://doi.org/10.5281/zenodo.4766801

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only able to accept or reject pre-determined terms. This suggests that, while electronic agreements are legally valid, they are not necessarily fair.[5]

Liability waiver provisions, also known as exoneration clauses, have become a significant issue in standard contracts.[6] These clauses can harm consumers by limiting their right to sue for damages. They are often found in transactions such as booking airline tickets or hotel rooms, where service providers unilaterally reduce their liability. According to the Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions and Article 1320 of the Civil Code, an electronic contract is legally valid if it meets the required criteria.[7] Once these requirements have been met, digital contracts, including lock-up agreements, can have legal force. However, ambiguous or one-sided agreements can hinder law enforcement and consumer protection.

The implementation of electronic contracts presents a number of challenges, particularly regarding the validity of digital consent and consumers' understanding of the agreement's contents.[8] In click-wrap practices, consumers are often not given adequate time or opportunity to thoroughly review a contract's terms and conditions before agreeing to them. This can lead to legal disputes, especially if the agreement's validity or clarity is in question.

While electronic contracts facilitate smooth digital transactions, they also raise significant legal challenges, particularly regarding consumer protection, power imbalances in agreements, and the validity of online consent. Therefore, an in-depth study of the legal aspects, contractual fairness and ways to protect consumers in electronic contracts is essential for the advancement of legal science and its practical application in digital law.

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[5] Ario Wendra, "Study of Raw Contracts in Electronic Contracts in The Digital Era Based on Indonesian Contract Law", *Strata Law Review* 2, no. 1 (2024): 20-50. https://doi.org/10.59631/slr.v2i1.103, see also Baiq Karina Permatasari, Hanif Nur Widhiyanti and Yenny Eta Widyanti, "Validity of digital agreements and the legal relations of the parties in affiliate marketing", *Law Journal of the National Academy of Internal Affairs* 15, no. 1 (2024): 59-71. https://doi.org/10.63341/naia-chasopis/1.2025.59

[6] Indah Nuraini, et al, "Exoneration Clause in Freight Forwarding Agreements from the Perspective of Consumer Protection", *Journal of International Multidisciplinary Research* 3, no. 11 (2025): 32-44. https://doi.org/10.62504/jimr1400 see also Feni Nur Fitria Dewi and Dahniarti Hasana, "Legal Impact of Exoneration Clauses in Standard Contract Deeds with High Legal Risk", *TABELLIUS: Journal of Law* 3, no. 4 (2025): 1421-1433. https://jurnal.unissula.ac.id/index.php/tabelius/article/view/49320

[7] Davita Maisinda Suwandy, Debby Safrawa and Dina Rizki Maretha, "Kajian Hukum Terhadap Klausula Baku Non-Refundable dalam Perjanjian Pemesanan Hotel Online", *Media Hukum Indonesia (MHI)* 3, no. 4 (2025): 710-714. https://doi.org/10.5281/zenodo.17778618, see also Hisar Siregar, Samuel Situmorang and Fransisko Pasaribu, "Implications of Standard Clauses in Law No. 8 of 1999 on Consumer Protection for Businesses and Consumers", *Golden Ratio of Data in Summary* 5, no. 4 (2025): 821-834. https://doi.org/10.52970/grdis.v5i4.707

[8] Adis Nur Hayati, "Rethinking Consent: Examining the Adequacy of the Concept of Consent in Digital Platform Agreements under Indonesian Civil Code", *Jurnal HAM* 16, no. 2 (2025): 151-164. http://dx.doi.org/10.30641/ham.2024.16.151-164, see also Dharmita Prasad and Pallavi Mishra, "Unconscionability of E-contracts: A Comparative Study of India, the United Kingdom, and the United States", *Liverpool Law Rev* 43, (2022): 339-360. https://doi.org/10.1007/s10991-022-09306-6

B. RESEARCH METHODS

This research takes a normative-analytical approach to the legal analysis and implementation of electronic contracts in Indonesia. Data were obtained from various secondary sources, including Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, the Civil Code, and scientific journals, books, and other legal documents. Additionally, e-commerce case studies were examined to investigate the use of exoneration clauses and digital consent.

The research uses descriptive qualitative analysis to examine the alignment between current regulations and digital implementation in society. The aim is to identify disparities between rights and obligations, strengthen consumer protection and validate the legality of digital consent in electronic agreements. The findings are expected to provide a comprehensive overview of Indonesian law and generate useful recommendations for the development of electronic commerce regulations and practices.

C. RESULT AND DISCUSSION

1. Effectiveness of Consumer Protection Measures Against Exoneration Clauses in Electronic Contracts in Indonesia

Consumer protection law in Indonesia is regulated by Law Number 8 of 1999 and outlines the rights and obligations of businesses and consumers. Furthermore, Article 18 of the Consumer Protection Law states that provisions in an agreement that exclude or limit the entrepreneur's liability, so-called exoneration clauses, can be cancelled if they result in losses for the consumer.[9] Therefore, Indonesia has robust regulations in place to safeguard consumers against potentially harmful electronic agreements

Liability waivers are commonly found in standard agreements or contracts that are unilaterally drafted and non-negotiable. In such cases, consumers can generally only accept or reject the agreement as a whole, without the right to make changes.[10] Discrepancies between legal regulations and the reality of the digital world arise from consumers' tendency to agree to potentially harmful terms when using the internet to obtain products or services.

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[9] M. Yakub Aiyub Kadir, et al, "The Reform of Consumer Protection Law: Comparison of Indonesia, Vietnam, and Ghana", *Jurnal Suara Hukum* 6, no. 2 (2024): 255-278. https://doi.org/10.26740/jsh.v6n2.p255-278, see also Lusita, Wiwik Sri Widiarty and Gindo L Tobing, "Legal protection for consumers related to standard clauses according to law number 8 of 1999 concerning consumer protection", *International Journal of Law* 8, no. 2 (2022): 7-13. http://repository.uki.ac.id/9100/1/Legalprotectionforconsumers.pdf

[10] Shelvi Rusdiana, et al, "Unraveling Standard Agreements: Exploring Prohibited and Allowed Clauses in Legal Terms for Students", *Sang Sewagati Journal* 1, no. 2 (2023): 117-130. http://dx.doi.org/10.37253/sasenal.v1i2.9023, see also Yovanka Rismaya Maharsanthy, Etty Susilowati and Supot Rattanapun, "Reframing Contractual Freedom in Cross-Border Commercial Agreements: Legal Challenges of Standard Terms and Global Consumer Protection", *Journal Evidence of Law* 4, no. 2 (2025): 952-962. https://doi.org/10.59066/jel.v4i2.1594

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Power imbalances in agreements can reduce the effectiveness of consumer protection. Consumers often lack information and do not fully understand the contents of agreements. They are also often rushed into approving digital processes, even though the Consumer Protection Law (UUPK) grants them the right to sue businesses.[11] Therefore, strong legal protection requires clear written regulations and consistent enforcement of consumer rights.

Research in law shows that liability waivers are still commonly used across various digital platforms. Electronic contracts often contain provisions that prioritize business interests, minimize obligations or disregard the principle of fairness in agreements.[12] The main weakness of this type of agreement is its unilateral and inflexible nature. This means that parties who do not sign the agreement cannot propose changes or discuss existing clauses. Furthermore, standard contracts often contain unfair terms that could substantially harm one of the parties.[13] This raises doubts about the effectiveness of legal protection when consumers still face potential losses that are difficult to remedy, despite regulations being in place.

Article 45, paragraph (1) of the Consumer Protection Law (UUPK) provides for dispute resolution channels, such as the Consumer Dispute Resolution Agency (BPSK). However, the effectiveness of this channel is limited, particularly for cross-border transactions or large-scale digital platforms. Consumers often face obstacles when pursuing legal action due to jurisdictional limitations and a lack of understanding of the applicable processes.[14] All parties signing an online agreement must understand the legal basis governing such transactions. To avoid disputes, each party must exercise their rights and responsibilities in accordance with

[11] Nadia Mardesya and Richard Candra Adam, "Legal Protection for Consumers Due to Breach of Contract by Business Operators in Electronic Transactions (Case Study of Harizqi Azri and Juni Fairnando)", *Unes Law Review* 6, no. 1 (2023): 1035-1041. https://doi.org/10.31933/unesrev.v6i1, see also Hulman Panjaitan, et al, "Strengthening Consumer Protection in Digital Transactions: A Legal Perspective on Click-Wrap Agreements Under the Consumer Protection Law", *Jurnal Hukum UNISSULA* 41, no. 3 (2025): 666-693. https://dx.doi.org/10.26532/jh.v41i3.47262

[12] Mathijs H. ten Wolde, "Balancing Consumer Rights and Business Interests in Online Cross-Border Consumer Contracts", *Journal of Central Banking Law and Institutions* 1, no. 1 (2022): 1-22. https://doi.org/10.21098/jcli.v1i1.11 see also Hetty Hassanah, Wahyudi Wahyudi and Norazlina Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law", *Jurnal Wawasan Yuridika* 7, no. 2 (2023): 221-238. https://doi.org/10.25072//jwy.v7i2.4226

[13] Junaidi Junaidi, "Klausula Eksonerasi: Akibat Hukum Perjanjian Baku dalam Perjanjian Pengikatan Jual Beli Perumahan", *Wajah Hukum* 9, no. 1 (2025): 189-198. http://dx.doi.org/10.33087/wjh.v9i1.1616 see also Qin Zhou and Jing Feng, "What We Do and Do Not Know About Standard Form Contracts? An Empirical Study of Wealth Management Product Contracts in China", *Asian Journal of Comparative Law* 16, no. 1 (2021): 124-154. https://doi.org/10.1017/asjcl.2021.14

[14] Excel Febrianka Yuwono and Moody R. Syailendra Putra, "The Role of The Consumer Dispute Resolution Agency in Breach of Performance Disputes Under the Consumer Protection Law", *Awang Long Law Review* 8, no. 1 (2025): 29-45. https://doi.org/10.56301/awl.v8i1.1813 see also Alvin Kurniawan, Edwin Setiadi and Leonardo, "Comparative Juridical Analysis of Consumer–Business Dispute Resolution Effectiveness: A Study of the Consumer Dispute Settlement Agency and the Court Mechanism", *Locus Journal of Academic Literature Review* 4, no. 1 (2025): 1-8. https://doi.org/10.56128/ljoalr.v4i1.408

the agreement and establish an effective dispute resolution mechanism.[15] This situation highlights the need for fundamental improvements to the structure and procedures to enhance consumer protection.

In Indonesia, courts have ruled against liability release clauses in several legal disputes, considering the principles of justice and equality in agreements. This decision highlights the important role of the courts in protecting consumer interests, especially when standard clauses are detrimental to consumers and violate contractual principles and good faith.[16] This development suggests that legal protection depends not only on laws, but also on how judges interpret and apply them in their rulings.

According to the author, although Indonesian law already prohibits clauses that exclude or limit liability in business agreements, consumer protection in electronic agreements remains inadequate. This is due to constraints in law enforcement amid the growth of digital transactions, as well as the use of digital standard agreements that tend to favour businesses over consumers. Therefore, consumer protection must be strengthened through regulatory updates and by increasing the capacity of legal institutions to enforce consumer rights in the online environment.

Closer cooperation among regulators, law enforcement agencies, and legal aid organisations is needed to swiftly and effectively address various forms of violation. Educating consumers is crucial in minimising potential losses arising from online contracts. The public must be made aware of their rights as consumers if they encounter harmful online contracts. Improving public understanding of technology will enable people to make better decisions and protect themselves from fraud and exploitation.[17]

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[15] Junaidi Junaidi, "Analisis Hukum Pelanggaran Perjanjian Endorsement Berdasarkan KUH Perdata Konsekuensi serta Implikasinya", *Jurnal Thengkyang* 7, no. 2 (2022): 96-103. https://jurnal.unisti.ac.id/thengkyang/article/view/249 see also Cristien Latidi, "Juridic Review of The Implementation of The Principle of Good Faith in Online Buying Transactions", *Estudiante Law Journal* 3, no. 3 (2021): 333-344. http://dx.doi.org/10.33756/eslaj.v3i3.13428

[16] Abdul Fatakh, "Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection", *Jurnal Akta* 12, no. 4 (2025): 1024-1033. https://dx.doi.org/10.30659/akta.v12i4.47078 see also Dewi Kania, "Power Disparity in Contract Law: An Analysis of the Impact of Limitation of Liability Clauses in Asymmetric Contractual Relationships", *IJTIHAD: Jurnal Hukum dan Ekonomi Islam* 18, no. 2 (2024): 12-20. https://doi.org/10.21111/ijtihad.v18i2.12863

[17] Johamran Pransisto, et al, "Obligation to Pay Online Loans: Dissecting the Principles of Debt Legality in the Digital World", *Pena Justisia: Media Komunikasi dan Kajian Hukum* 23, no. 2 (2024): 785-797. https://doi.org/10.31941/pj.v23i2.4372 see also Admiral Admiral, "Indonesia's Online Loan Challenges: What Legal Actions Can Solve the Most Pressing Issues?", *Jurnal Pengabdian Hukum Indonesia* 8, no. 1 (2025): 275-314. https://doi.org/10.15294/jphi.v8i1.21959

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2. The Validity of Digital Consent (Click Wrap Agreements) in Electronic Contracts Under Indonesian Law

The revised Law Number 1 of 2024, the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), provides legal recognition of electronic contracts in Indonesia, as set out in Article 18, paragraph (1). This article stipulates that electronic contracts have legal force as long as they meet all the specified requirements. While Law Number 1 of 2024, the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), does not explicitly define specific types of contracts, it establishes a robust legal foundation for various digital contracts, including clickwrap agreements, which are the focus of this study. In short, clickwrap agreements can be considered legally valid in Indonesia as long as they comply with the current basic principles of contract formation.[18] The recognition of electronic contracts under Law Number 1 of 2024, the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), is a significant step toward strengthening the validity of clickwrap agreements. However, more specific technical rules are needed to ensure strong legal certainty and prevent electronic contracts from being open to general interpretation.

In addition to Law Number 1 of 2024, which concerns the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), agreements under Indonesian law must meet the criteria for a valid agreement as set out in Article 1320 of the Civil Code. These criteria include an agreement between the parties, the parties' capacity, a clear object, and a lawful basis. Clicking the 'I Agree' button is considered explicit consent, signifying the parties' willingness to be bound by the agreement. According to normative studies, consent via a wrap-around mechanism can theoretically fulfil these conditions.[19] Digital consent, manifested through click actions and recorded electronically, formally qualifies as an agreement and aligns with the civil law principle of consensus. However, there is ongoing debate about the clarity of the information on which such consent is based and whether it is adequate.

[18] Lintang Yudhantaka, Ghansham Anand and Manik Lingkar Katulistiwi, "The Perspective of Indonesian Law on E-Commerce: Validity, Liability and Dispute Settlement", *Padjadjaran Jurnal Ilmu Hukum (Journal of Law)* 7, no. 3 (2020): 334-352. https://doi.org/10.22304/pjih.v7n3.a3 see also Imelda Martinelli, "Penggunaan Click-Wrap Agreement pada E-Commerce: Tinjauan Terhadap Keabsahannya sebagai Bentuk Perjanjian Elektronik", *Supremasi: Jurnal Ilmiah Ilmu Hukum* 14, no. 1 (2024): 73-86. https://doi.org/10.35457/supremasi.v14i1.2797

[19] Iis Mardeli, "A Juridical Analysis of The Validity and Legal Protection of Smart Contracts as Electronic Contracts in Indonesia", *Jurnal Hukum Sehasen* 11, no. 1 (2025): 329-334. https://doi.org/10.37676/jhs.v11i1 see also Hery Dwi Utomo and Bulelani Thukuse, "Electronic Contracts (E-Contracts) and Validity in Indonesian Civil Law: Analysis of Article 1320 of The Civil Code and The ITE Law", *Jembatan Hukum: Kajian ilmu Hukum, Sosial dan Administrasi Negara* 2, no. 4 (2025): 82-93. https://doi.org/10.62383/jembatan.v2i4.2765

Other experts have highlighted that, while the click method indicates official acceptance, it does not guarantee that all such approvals meet the criteria for truly informed consent. Often, consumers do not read or fully understand the applicable terms before agreeing to them, so the validity of the agreement is questionable given the quality of their consent. Research focusing on norms emphasizes the importance of providing users with adequate information before they give consent through clicks.[20] Although clickwrap agreements often meet established legal standards, their validity is frequently questioned because important information in the agreement is unclear or difficult to find, leading consumers to misunderstand the terms they are agreeing to.

In the legal field, clickwrap agreements are often compared to browse wrap agreements, the latter of which do not require active consent from the user. According to normative legal research, clickwrap agreements are legally stronger because they reflect a clear act of consent. In contrast, the validity of browse wrap agreements is often questionable based on the principle of agreement. Compared to passive digital consent, clickwrap agreements are more aligned with traditional civil law principles.[21] In Indonesia, the clickwrap method is favored over the browse wrap method for electronic agreements because the explicit act of clicking clearly demonstrates express consent, which is an essential requirement for an agreement to be valid under Article 1320 of the Civil Code.

Despite the widespread acceptance of clickwrap agreements, some studies indicate that Indonesia does not yet have clear technical regulations regarding the validity and approval process for digital forms. While government regulations such as PP No. 71/2019 govern the information businesses are required to provide, more detailed regulations are needed to clarify contracts and other technical requirements and strengthen legal certainty.[22] While the legal framework is in place, there is a need to improve alignment among civil law, Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), and technical regulations to provide greater certainty for all parties involved in electronic agreements.

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[20] Adam J. Andreotta, "Does Automated Consent Undermine Informed Consent?", *Philosophy & Technology* 38, no. 112 (2025): 1-23. https://doi.org/10.1007/s13347-025-00945-x see also Monalisa Pattanayak, et al, "Consumer Protection Laws in The Digital Era: Challenges & Future Trends", *Lex Localis-Journal of Local Self-Government* 23, no. S5 (2025): 3063-3073. https://doi.org/10.52152/801722

[21] Hulman Panjaitan, et al. *Op.cit,* p. 674, see also Veronica Tuturoong and Musleh Herry, "The Legal Protection of Clickwrap Agreement in The Electronic Contract of Electronic Commerce Transactions", *Jurisdictie: Jurnal Hukum dan Syariah* 12, no. 2 (2021): 190-210. https://doi.org/10.18860/j.v12i2.12546

[22] Noor Shabiha Rahmawaty and Hardian Iskandar, "Digital Employment Contracts and Legal Protection for Marketing Freelancers in Indonesia", *Jurnal USM Law Review* 8, no. 3 (2025): 2606-2625. https://doi.org/10.26623/julr.v8i3.13118 see also Putri Gemala Sari, et al, "Legal Liability of Start-Up Entrepreneurs Toward Consumers in Electronic Transactions", *Daengku: Journal of Humanities and Social Sciences Innovation* 5, no. 5 (2025): 670-693. https://doi.org/10.35877/454RI.daengku4426

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The requirement for click-wrap agreements to obtain consent based on adequate information is closely related to efforts to protect consumers. Misunderstanding contract provisions can lead to contractual injustice, particularly in electronic commerce, where standard contracts are commonly used. Therefore, the validity of digital consent is determined not only by its formal aspects, but also by consumer protection policies.[23] Whether an agreement has been accepted online cannot be judged solely by the number of clicks, but also by whether the information presented to the consumer in the contract is adequate and clear, ensuring that the agreement reflects reasonable and balanced intentions.

Clickwrap contracts are considered to fulfil the formal requirements for a valid agreement under both the Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law) and Article 1320 of the Civil Code (KUHPerdata). However, their material validity depends on the completeness of the information provided and the customer's understanding before they agree to it. From a contractual fairness perspective, clickwrap agreements can pose problems if there is insufficient transparency or consumer protection, even though they are legally valid.[24] The author argues that strict regulations governing the validity and legal force of digital documents as evidence are essential to guiding the development and application of technology, particularly regarding e-contracts in Indonesia. Therefore, it is crucial for the government to establish trusted institutions to ensure the security and smooth running of electronic business transactions.[25]

D. CONCLUSION

Consumer protection regarding liability waiver clauses in electronic agreements in Indonesia is still inadequate. Consumers are often at a disadvantage, even though the Consumer Protection Law prohibits clauses that reduce a business's liability. This protection is further undermined by the limited means of resolving disputes and the challenges in law enforcement amid the growth of digital transactions. Therefore, regulations must be updated,

[23] Veronica Tuturoong and Musleh Herry, *Op.cit*, p. 200 see also Sri Hidayati, Etty Susilowati and Supaphorn Akkapin, "Revisiting the Principles of International Contracts in the Digital Trade Era: Towards a Global Legal Framework", *Journal Evidence of Law* 4, no. 2 (2025): 929-940. https://doi.org/10.59066/jel.v4i2.1593

[24] Dahris Siregar, "Transforming Civil Procedural Law in the Digital Era: Evidence, Contracts, and Legal Certainty". *Jurnal USM Law Review* 8, no. 3 (2025): 2155-2177. https://doi.org/10.26623/julr.v8i3.12746 see also Hera Alvina Satriawan, et al, "Legality of Digital Contracts in Indonesian Positive Law Perspective", *JIHAD: Jurnal Ilmu Hukum dan Administrasi* 6, no. 3 (2024): 307-312. http://dx.doi.org/10.58258/jihad.v3i1.7219

[25] Junaidi Junaidi and Rozlinda Mohamed Fadzil, "Urgency of Legal Personal Data Protection in E-Commerce Transactions Involving Artificial Intelligence", *Walisongo Law Review (Walrev)* 6, no. 2 (2024): 96-108. https://doi.org/10.21580/walrev.2024.6.2.25548 see also Ahmad Sholeh, "Juridical Analysis of The Strength of Electronic Signatures as Legality Reviewed from The Electronic Transaction Information Law & The Civil Law Book", *Ratio Legis Journal (RLJ)* 2, no. 4 (2023): 1734-1744. https://dx.doi.org/10.30659/rlj.2.4.%p

oversight of digital platforms enhanced, and the capacity of legal institutions strengthened to ensure the protection of consumer rights.

Clickwrap agreements in electronic contracts are considered formally valid under Indonesian law, specifically Article 1320 of the Civil Code and the Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law), as they fulfil the necessary contractual requirements. However, material validity depends on how well the information is presented and understood by consumers before they agree to the contract. If the information provided is inadequate, the agreement can be cancelled on the grounds of unfairness and lack of consumer protection. Therefore, for clickwrap agreements to be valid, there must be a balance between fulfilling the necessary legal requirements and ensuring that users can easily access the relevant information.

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