



## STRENGTHENING CONSUMER PROTECTION IN DIGITAL TRANSACTIONS: A LEGAL PERSPECTIVE ON CLICK-WRAP AGREEMENTS UNDER THE CONSUMER PROTECTION LAW

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### ABSTRACT

This study examines the effectiveness of consumer protection in Indonesia's digital transactions, with a focus on click-wrap agreements. It addresses three key questions: the normative application of consumer protection laws, the practical challenges in enforcing these laws in online markets, and strategies to strengthen legal safeguards. Using a normative and conceptual juridical approach, the research analyzes relevant legislation, including the consumer protection law, electronic information and transactions law, personal data protection law, Government Regulation Number 80/2019, and Minister of Trade Regulation Number 31/2023. Literature review and legal documents, such as academic studies, court decisions, and government policies, were also examined to assess compliance, identify ambiguous clauses, and evaluate protection mechanisms. Findings indicate that while Indonesia has legal framework guaranteeing consumer rights to accurate information, safety, compensation, and data privacy, practical enforcement remains limited. Click-wrap agreements often contain complex or non-negotiable clauses that reduce consumers' ability to exercise their rights. Strengthening legal mechanisms, including online dispute resolution, enhanced capacity of the consumer dispute resolution agency, digital consumer literacy, and regulatory harmonization, is essential to bridge the gap between law and practice. Coordinated implementation of these measures can ensure effective, transparent, and equitable protection for digital consumers.

## 1. Introduction

The rapid development of digital technology and the internet has fundamentally transformed patterns of human transactions. What was once conducted through direct, face-to-face interactions is now increasingly managed through electronic platforms where goods and services can be obtained with a few simple clicks.<sup>1</sup> This shift provides convenience and efficiency but simultaneously raises legal challenges, particularly concerning legal certainty and consumer protection.<sup>2</sup> Unlike conventional transactions, digital interactions are impersonal, data-driven, and highly vulnerable to fraud, placing consumers in a weaker position than business actors.<sup>3</sup> One mechanism that exemplifies these challenges is the click-wrap agreement, in which consumers consent to terms by clicking "agree" or "checkout".<sup>4</sup> While convenient, these contracts frequently contain ambiguous or one-sided clauses that risk harming consumer rights.<sup>5</sup>

In Indonesia, the legal foundation for consumer rights lies in Law Number 8 of 1999 on Consumer Protection (*Undang-Undang Perlindungan Konsumen/UUPK*).<sup>6</sup> Article 4 recognizes several consumer rights, such as the right to safety and comfort in using goods or services (letter a), the right to truthful and transparent information (letter c), and the right to receive compensation if products or services deviate from agreements (letter h).<sup>7</sup> Complementing these rights, Article 7 places obligations on

<sup>1</sup> R. R. Lenkovskaya, G. N. Kuleshov, M. M. Turkin, and I. L. Burova., Technology of Concluding Contracts via the Internet, *International Journal of Engineering and Advanced Technology*, Vol.8, no.6, 2019, page.4599. See too, Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.191.

<sup>2</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspih Waspih, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.145. See too, A. Admiral, S. Suparto, E. Kurniasih, J. Woodward, and F. A. Adinda., Indonesia's Online Loan Challenges: What Legal Actions Can Solve the Most Pressing Issues?, *Jurnal Pengabdian Hukum Indonesia*, Vol.8, no.1, 2025, page.283.

<sup>3</sup> Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.205. See too, U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.894.

<sup>4</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.405. See too, Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.153.

<sup>5</sup> Sobia Bashir, Abdus Samad Khan, and Faisal Shahzad Khan., The role of consumer education in strengthening consumer protection laws, *Pakistan Journal of Social Research*, Vol.5, no.2, 2023, page.87. See too, Luis F. Carrillo Pozo., Jurisdiction Clause Included in the General Terms and Conditions. Purpose to the CJEU Judgement of 24th November 2022, Case C-358/21, *Cuadernos de Derecho Transnacional*, Vol.15, no.2, 2023, page.1153.

<sup>6</sup> Azhar Rahadiyan Anwar, and Inosentius Samsul., Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods, *Legal Brief*, Vol.11, no.6, 2023, page.3497. See too, M. Kadir, Yakub Aiyub, M. Arifin, F. P. Disantara, M. T. H. Thuong, and B. S. M. Nutakor., The Reform of Consumer Protection Law: Comparison of Indonesia, Vietnam, and Ghana, *Jurnal Suara Hukum*, Vol.6, no.2, 2024, page.257.

<sup>7</sup> Uswatun Hasanah, Djulaeka Djulaeka, Nurus Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.112. See too, Adi Sulistiyono,

business actors, such as providing accurate information (letter b) and compensating consumers for losses (letter f).<sup>8</sup> Article 18 is particularly relevant in the digital context, as it prohibits standard contractual clauses that limit or exclude business liability.<sup>9</sup> This provision directly relates to click-wrap agreements, where consumers often accept standard terms without careful review.<sup>10</sup> Thus, while UUPK establishes a strong legal basis, its enforcement in online contexts remains problematic.<sup>11</sup> Despite the protections guaranteed by UUPK, consumers still face numerous obstacles in practice. Common violations include misleading advertising, false product descriptions, mishandling of personal data, and difficulties obtaining refunds or compensation. Article 19 of UUPK obliges businesses to provide redress, but enforcement becomes complicated when businesses operate anonymously or across jurisdictions. This illustrates a persistent gap between legal norms (*das sollen*) and social reality (*das sein*).

The nature of digital contracts further complicates matters. Under Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata/KUHPer*), agreements are considered valid if certain conditions are met, including consent. In click-wrap agreements, courts generally deem that consent is given once the consumer clicks "agree." Click-wrap, or commonly known alongside similar concepts such as browsewrap, shrink-wrap, multi-wrap, sign-in-wrap, web-wrap, scroll-wrap, and shrinkwrap agreements, is a form of standardized digital contract where the user manifests consent by interacting with the system (usually by clicking a button or checkbox), without the opportunity to negotiate terms.<sup>12</sup>

However, in practice, consumers seldom read or understand the terms.<sup>13</sup> This raises concerns about fairness and justice, particularly since Article 9 of the Electronic

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and M. Syamsudin., A Prophetic Law Basis for Strengthening the Values of Indonesian Consumer Protection Law Culture, *Prophetic Law Review*, Vol.6, no.1, 2024, page.52.

<sup>8</sup> Wiwik Sri Widiarty, and Md Hasnath Kabir Fahim., Institutional roles and mechanisms in upholding legal protection under consumer protection law in the era of globalization, *Jurnal Hukum UNISSULA*, Vol.40, no.2, 2024, page.138.

<sup>9</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review 2024*, Vol.3, no.3, 2024, page.895.

<sup>10</sup> Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.155. See too, Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.406.

<sup>11</sup> Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.195. See too, Ben Collier, Daniel R. Thomas, Richard Clayton, Alice Hutchings, and Yi Ting Chua., Influence, infrastructure, and recentring cybercrime policing: Evaluating emerging approaches to online law enforcement through a market for cybercrime services, *Policing and Society*, Vol.32, no.1, 2022, page.112.

<sup>12</sup> Michele Van Eck, and F. Agbeko., The Recognition and Regulation of Smart Contracts in South Africa, *Potchefstroom Electronic Law Journal*, Vol.27, no.1, 2024, page.12. See too, Nancy S. Kim., The Duty to Draft Reasonably and Online Contracts, *Commercial Contract Law: Transatlantic Perspectives*, Vol.5, no.2, 2010, page.184; U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review 2024*, Vol.3, no.3, 2024, page.896.

<sup>13</sup> S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *NATIONAL ONLINE MEETING*, Medford, Information Today, Inc. 2001, page.23. See too, Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.192.

Information and Transactions (*Undang-Undang Informasi dan Transaksi Elektronik/ITE Law*) and Article 18 of UUPK emphasize the need for clear, accurate, and accountable contractual terms.<sup>14</sup> The prevalence of unreadable or overly broad clauses in click-wrap agreements undermines these principles, creating legal uncertainty.<sup>15</sup>

Oversight mechanisms for electronic transactions remain fragmented and insufficient. Law Number 11 of 2008 on ITE Law obliges businesses to provide complete and accurate information (Article 9). More detailed provisions are outlined in Government Regulation Number 80 of 2019 on Trading Through Electronic Systems (*Peraturan Pemerintah tentang Perdagangan Melalui Sistem Elektronik/PP PMSE*), which requires accurate information disclosure (Article 4) and establishes consumer complaint procedures (Article 65). In addition, Minister of Trade Regulation Number 50 of 2020 provides operational guidelines for e-commerce practices.

However, their practical enforcement remains weak.<sup>16</sup> Oversight institutions have yet to optimize monitoring, leaving consumers vulnerable to misleading practices, unfulfilled contractual promises, and financial risks.<sup>17</sup> Another key dimension of digital consumer protection involves personal data. Law Number 27 of 2022 on Personal Data Protection (*Perlindungan Data Pribadi/PDP Law*) reinforces consumer rights by explicitly recognizing data protection as part of human rights (Article 2). Article 4 enumerates rights such as confidentiality, transparency regarding data processing, and the right to request deletion. Yet, in many click-wrap agreements, consumers unknowingly consent to broad data use, often without meaningful

<sup>14</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.897. See too, Dona Budi Kharisma, Agus Yudha Hernoko, Prawitra Thalib, and Digvijay Singh Rana., The Nature of Fairness in Contracts: An Electronic Contract Perspective, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.87.

<sup>15</sup> Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.157. See too, Neelam Chawla, and Basanta Kumar., E-commerce and consumer protection in India: the emerging trend, *Journal of Business Ethics*, Vol.180, no.2, 2022, page.593.

<sup>16</sup> A. Admiral, S. Suparto, E. Kurniasih, J. Woodward, and F. A. Adinda., Indonesia's Online Loan Challenges: What Legal Actions Can Solve the Most Pressing Issues?, *Jurnal Pengabdian Hukum Indonesia*, Vol.8, no.1, 2025, page.285. See too, Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.146; Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1274.

<sup>17</sup> Uswatun Hasanah, Djulaeka Djulaeka, Nurus Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.114. See too, Bambang Sugeng Ariadi Subagyo, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Nouredin Samy Elkhatab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.870; Yenny Aman Serah, Zico Junius Fernando, and Temmy Hastian., Virtual Police: Guardians of Security and Consumer Protection in the Era of Electronic Information and Transactions, *Pakistan Journal of Criminology* Vol.16, no.2, 2024, page.1071.

control.<sup>18</sup> The PDP Law therefore provides an important legal umbrella but again highlights the gap between law and practice.<sup>19</sup>

Dispute resolution is central to ensuring effective consumer protection. Articles 45–49 of UUPK mandate the role of the Consumer Dispute Resolution Agency (*Badan Penyelesaian Sengketa Konsumen*/BPSK). However, BPSK procedures remain limited in addressing the unique challenges of digital commerce, especially in cases involving multiple platforms or cross-border elements. By contrast, international best practices emphasize Online Dispute Resolution (ODR) mechanisms as efficient tools for resolving e-commerce disputes. Indonesia, however, lacks a robust legal framework for ODR adoption, leaving consumers without effective recourse in digital contexts.

Research on consumer protection in Indonesia has addressed various themes. Several scholars have studied general consumer rights and protections,<sup>20</sup> e-commerce regulation,<sup>21</sup> and personal data concerns.<sup>22</sup> Comparative studies have analyzed standard contractual clauses within ASEAN and international frameworks.<sup>23</sup>

<sup>18</sup> Sobia Bashir, Abdus Samad Khan, and Faisal Shahzad Khan., The role of consumer education in strengthening consumer protection laws, *Pakistan Journal of Social Research*, Vol.5, no.2, 2023, page.89. See too, Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.358.

<sup>19</sup> Bambang Sugeng Ariadi Subagyono, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Noureldin Samy Elkhatab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.871. See too, Uswatun Hasanah, Djulaeka Djulaeka, Nuruz Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.115; Luis F. Carrillo Pozo., Jurisdiction Clause Included in the General Terms and Conditions. Purpose to the CJEU Judgement of 24th November 2022, Case C-358/21, *Cuadernos de Derecho Transnacional*, Vol.15, no.2, 2023, page.1155; Yenny Aman Serah, Zico Junius Fernando, and Temmy Hastian., Virtual Police: Guardians of Security and Consumer Protection in the Era of Electronic Information and Transactions, *Pakistan Journal of Criminology* Vol.16, no.2, 2024, page.1073.

<sup>20</sup> Esther Masri, Sigit Irianto, Yulies Tiena Masriani, and Syauqi Muhammad Shobibul Falah., Halal Product Assurance as Legal Protection for Muslim Consumers in Indonesia, *Al-Ahkam* Vol.35, no.1, 2025, page.208. See too, Ramon Nofrial, Talib Adnan Abood, Haider Ahmed Shihab, and Adhi Budi Susilo., The Consumer Protection in The Balance of Business Actors and Consumers: A Paradigm of Justice, *Jurnal Hukum Unissula*, Vol.41, no.1, 2025, page.76; Wiwik Sri Widiarty, and Md Hasnath Kabir Fahim., Institutional roles and mechanisms in upholding legal protection under consumer protection law in the era of globalization, *Jurnal Hukum UNISSULA*, Vol.40, no.2, 2024, page.139.

<sup>21</sup> Bambang Sugeng Ariadi Subagyono, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Noureldin Samy Elkhatab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.872. See too, Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.196.

<sup>22</sup> Diah Pawestri Maharani, Afifah Kusumadara, Hanif Nur Widhiyanti, and Reka Dewantara., Revisiting personal data: Ownership theories and comparative legal perspectives from Europe, Indonesia and the United States, *Journal of Data Protection & Privacy*, Vol.7, no.3, 2025, page.276. See too, Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.359.

<sup>23</sup> Sareeya Galasintu, and Chanakant Loveera., The comparative study on consumer protection laws in ASEAN, *Kasetsart Journal of Social Sciences*, Vol.42, no.4, 2021, page.804. See too, F. Bell Gary., Contractual Interpretation and Protection against Unfair Terms in Indonesia, *In Contents of Contracts and Unfair Terms*, Vol.2, no.4, 2020, page.140.

Nonetheless, existing literature often remains general, with limited focus on the unique challenges of click-wrap agreements. Much scholarship still emphasizes offline contexts or fintech issues, overlooking digital contractual practices in Indonesia. Moreover, mechanisms for strengthening consumer protection, such as ODR and digital literacy, remain underexplored.<sup>24</sup>

Building on this foundation, the research is directed toward answering three interrelated questions. It first examines the normative application of consumer protection laws, particularly how the provisions of UUPK and other regulations are applied to click-wrap agreements in digital transactions. Next, it explores the practical implementation of consumer protection and the challenges that emerge in ensuring fairness for consumers in online markets. Finally, it investigates strategies for legal strengthening, including the role of ODR, BPSK, and consumer literacy initiatives.

## 2. Research Methods

This study employs normative and conceptual juridical research methods with a qualitative approach, aiming to analyze the legal validity and problematic nature of click-wrap agreements in electronic transactions from a consumer protection perspective in Indonesia. The normative approach is conducted through an analysis of laws and regulations, including Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions (*Undang-Undang Informasi dan Transaksi Elektronik/UU ITE*), Law Number 27 of 2022 concerning Personal Data Protection (*Undang-Undang Perlindungan Data Diri/UU PDP*), Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, and other relevant regulations. This analysis focuses on articles governing consumer rights, business actors' obligations, standard clauses, personal data protection, and dispute resolution mechanisms. Furthermore, a literature review and legal documents were conducted, including academic literature, court decisions related to electronic transactions, and government policy documents. The analysis was conducted to assess the regulatory compliance with click-wrap agreement practices, identify clause ambiguities, and the effectiveness of legal protection for digital consumers. The analysis was conducted using a qualitative descriptive approach, namely by describing, explaining, and interpreting data to illustrate digital transaction practices that use click-wrap agreements.

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<sup>24</sup> Muhamad Syamsudin., The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia, *Journal of Consumer Policy*, Vol.44, no.1, 2021, page.119. See too, Annisa Dinda Soraya, and Henny Marlyna., Counterfeit Cosmetic Cases in Indonesia: Why Not Trademark Infringements?, In *Challenges of Law and Governance in Indonesia in the Disruptive Era I*, New York, Nova Science Publisher Inc., 2021, page.98; H. Matnuh., Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia, *Journal of Consumer Policy*, Vol.44, no.3, 2021, page.485; Lu Sudirman, Nipon Sohheng, and Shenti Agustini., Legal Protections against Unfair Competition in E-commerce: Analysis of Indonesian and Thailand Framework Adequacy, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.30; Adis Nur Hayati., The Issue of Dark Patterns in Digital Platforms: The Challenge for Indonesia's Consumer Protection Law, *Asian Journal of Law and Society*, Vol.11, no.4, 2024, page.455.

### **3. Results**

#### **3.1. Normative Framework of Consumer Rights in Digital Transactions**

Indonesian regulations stipulate that digital consumer rights are guaranteed through a number of normative provisions spread across several laws and implementing regulations. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal umbrella. Article 4 of the UUPK explicitly establishes consumer rights, including: the right to comfort, security, and safety in consuming goods and/or services (letter a), which affirms that consumers have the right to feel secure in every transaction, including digital-based online transactions; the right to correct, clear, and honest information regarding the condition and guarantee of goods/services (letter c), which is relevant to transparency provisions in e-commerce; and the right to receive compensation, redress, or replacement if the goods and/or services received do not comply with the agreement (letter h).<sup>25</sup>

Furthermore, the UUPK stipulates business actors' obligations, which are particularly relevant to digital transactions. Article 7 states, "Business actors are obliged to provide correct information regarding the condition and guarantee of goods and/or services," and "to guarantee the quality of goods/services in accordance with established standards." Meanwhile, Article 18 of the Consumer Protection Law prohibits standard clauses that eliminate or limit a business's responsibilities to consumers. In the context of click-wrap agreements, this article is crucial because clauses that tend to be standard and non-negotiable can be detrimental to consumers if they are deemed legally valid, even if the consumer does not read or fully understand the contents of the electronic agreement.

In the digital realm, Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions, Article 9, requires every electronic system operator to provide complete and accurate information regarding services, products, and transaction procedures. This provides the legal basis for consumers to demand information transparency from digital platforms. Furthermore, Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems regulates the obligations of business actors to provide accurate information and provide a consumer complaint mechanism. This PP was later updated through Minister of Trade Regulation Number 31 of 2023, which emphasizes that business actors are required to provide clear, complete, and accountable information regarding the products and services sold, as well as provide effective complaint channels for digital consumers.

Furthermore, Law Number 27 of 2022 concerning Personal Data Protection expands the scope of consumer rights by adding a dimension of personal data protection. Article 2 of the PDP Law affirms that personal data protection is part of human rights, while Article 4 states that data subjects have the right to confidentiality, the right to be provided with information regarding data processing, the right to request data deletion, and the right to obtain security from misuse of personal data. In the context

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<sup>25</sup> Derita Prapti Rahayu, Faisal Faisal, Rafiqah Sari, and Ndaru Satrio., Law enforcement in the context of legal culture in society, *Law Reform*, Vol.16, no.2, 2020, page.279. See too, Andi Sugirman, Monaldus Fatiso Waruwu, and Ulfa Ardiana., Indonesia-Malaysia's Legal Protection for Businesses Under the Cod (Cash on Delivery) Payment Scheme in the Marketplace, *Jurnal Al-Dustur*, Vol.7, no.1, 2024, page.83.

of click-wrap agreements, personal data protection is crucial because consumers often sign electronic agreements that require them to provide personal data, from addresses and telephone numbers to payment details, without fully understanding how that data will be used or stored.

Indonesia have been fairly accommodated. The Consumer Protection Law provides protections related to information, compensation, and safety,<sup>26</sup> while the Electronic Information and Transactions Law ensures transparency in electronic transactions.<sup>27</sup> Government Regulation on PMSE and Ministerial Regulation Number 31/2023 emphasize accurate information and complaint mechanisms.<sup>28</sup> The PDP Law affirms personal data protection.<sup>29</sup> Nevertheless, click-wrap agreements, with complex, non-negotiable clauses, challenge these protections and weaken effective consumer rights enforcement.<sup>30</sup>

A clickwrap agreement is a digital contract requiring users to give explicit consent to terms and conditions by clicking a button or checkbox, commonly labeled "I agree," before accessing online services, platforms, or software.<sup>31</sup> As an electronic agreement, it binds consumers to all stated terms once they select "agree" or "checkout," even without face-to-face interaction or negotiation.<sup>32</sup> This mechanism has become a dominant form of contracting in the digital era, streamlining transactions but raising concerns about fairness and consumer rights.<sup>33</sup> Nowadays, this contractual model has become increasingly prevalent in diverse contexts such as social networking sites, e-commerce platforms, software licensing, streaming services, and online gaming environments, where efficiency and uniformity are

<sup>26</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.148. See too, Telly Sumbu, Donald Albert Rumokoy, and Wulanmas Anna Patricya Gracya Frederik., Existence of Consumer Protection in the Katsuwonus Pelamis Process as a Safe Culinary, *Substantive Justice International Journal of Law*, Vol.6, no.1, 2023, 30.

<sup>27</sup> Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.197. See too, Misnar Syam, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi., Consumer protection enforcement law characteristics on civil law aspects in Indonesia, *Linguistics and Culture Review*, Vol.5, no.2, 2021, page.1475.

<sup>28</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.898.

<sup>29</sup> Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.448. See too, Adis Nur Hayati., The Issue of Dark Patterns in Digital Platforms: The Challenge for Indonesia's Consumer Protection Law, *Asian Journal of Law and Society*, Vol.11, no.4, 2024, page.456.

<sup>30</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.899.

<sup>31</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.407. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *NATIONAL ONLINE MEETING*, Medford, Information Today, Inc. 2001, page.24.

<sup>32</sup> Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.193.

<sup>33</sup> Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.206.



prioritized.<sup>34</sup> Unlike traditional contracts that may involve negotiation or physical signatures, clickwrap agreements streamline the contracting process by offering standardized terms that must be accepted in their entirety, leaving consumers with little choice but to comply if they wish to proceed.<sup>35</sup>

The origins of clickwrap agreements can be traced to the earlier practice of shrinkwrap agreements, which emerged in the software industry during the 1980s. Shrinkwrap agreements required users to accept the terms of use by opening the software's physical packaging, thereby signaling consent through the act of usage. With the rise of the internet and digitization, clickwrap evolved as a more direct and technologically suited mechanism, in which terms are presented digitally on a screen or through an accessible link, and user consent is manifested by clicking acceptance before proceeding. This model has become the dominant form of contracting in online transactions because it balances efficiency for businesses with a degree of formal acknowledgment from consumers.<sup>36</sup>

The widespread use of clickwrap agreements has sparked legal and ethical debates, particularly regarding fairness, user comprehension, and enforceability. Consumers often accept terms without reading them fully, creating ambiguity in consent. Standard clauses, drafted unilaterally by businesses, further limit consumers' ability to challenge unfair provisions or assert their rights when disputes arise. This imbalance highlights the tension between digital transaction efficiency and the protection of consumer interests. For example, although Article 4(c) of the Consumer Protection Law emphasizes the right to correct and clear information, in click-wrap agreements, information can be hidden within lengthy and complex terms and conditions. Similarly, Article 19 of the Consumer Protection Law, which requires businesses to provide compensation or damages if consumers suffer losses, is often difficult for digital consumers to access, especially if the business operates anonymously or is located outside of Indonesian jurisdiction.

Indonesian regulations establish a normative framework for protecting digital consumer rights through various laws that outline rights, obligations, and prohibitions.<sup>37</sup> Law Number 8 of 1999 on Consumer Protection forms the

<sup>34</sup> Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.158.

<sup>35</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.408. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *NATIONAL ONLINE MEETING*, Medford, Information Today, Inc. 2001, page.26.

<sup>36</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.409. See too, Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.194; Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.449.

<sup>37</sup> Ramon Nofrial, Talib Adnan Abood, Haider Ahmed Shihab, and Adhi Budi Susilo., The Consumer Protection in The Balance of Business Actors and Consumers: A Paradigm of Justice, *Jurnal Hukum Unissula*, Vol.41, no.1, 2025, page.78. See too, Wiwik Sri Widiarty, and Md Hasnath Kabir Fahim., Institutional roles and mechanisms in upholding legal protection under consumer protection law in

foundational norm, with Article 4 delineating consumer rights such as safety in transactions (letter a), accurate information on goods/services (letter c), and compensation for non-compliant products (letter h). Article 7 imposes obligations on business actors to provide truthful information and ensure quality standards, while Article 18 prohibits standard clauses that limit liability, relevant to digital agreements.<sup>38</sup>

In the electronic domain, Law Number 11 of 2008 as amended by Law Number 19 of 2016 on Electronic Information and Transactions under Article 9 mandates electronic system operators to furnish complete and accurate details on services and procedures, ensuring transparency in digital platforms.<sup>39</sup> Government Regulation Number 80 of 2019 on Trade Through Electronic Systems, updated by Minister of Trade Regulation Number 31 of 2023, requires business actors to offer clear product information and complaint mechanisms.<sup>40</sup>

Law Number 27 of 2022 on Personal Data Protection integrates data rights as human rights per Article 2, granting data subjects confidentiality, information on processing, deletion requests, and security against misuse under Article 4, crucial for digital consents involving personal data.<sup>41</sup>

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the era of globalization, *Jurnal Hukum Unissula*, Vol.40, no.2, 2024, page.140; Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1277; Deviana Yuanitasari, Hazar Kusmayanti, and Agus Suwandono., A Comparison Study of Strict Liability Principles Implementation for the Product Liability within Indonesian Consumer Protection Law between Indonesia and United States of America Law, *Cogent Social Sciences* Vol.9, no.2, 2023, page.2748; Muhamad Syamsudin., The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia, *Journal of Consumer Policy*, Vol.44, no.1, 2021, page.120.

<sup>38</sup> Dona Budi Kharisma, Agus Yudha Hernoko, Prawitra Thalib, and Digvijay Singh Rana., The Nature of Fairness in Contracts: An Electronic Contract Perspective, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.88. See too, Ramon Nofrial, Talib Adnan Abood, Haider Ahmed Shihab, and Adhi Budi Susilo., The Consumer Protection in The Balance of Business Actors and Consumers: A Paradigm of Justice, *Jurnal Hukum Unissula*, Vol.41, no.1, 2025, page.79; M. Adnan Lira, Andika Prawira Buana, and Moch Andry Wikra Wardhana Mamonto., Consumer Legal Protection Related to Goods Storage Agreements in Shopping Centers in Realizing Justice, *Jurnal IUS Kajian Hukum dan Keadilan*, Vol.12, no.1, 2024, page.240.

<sup>39</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.152. See too, Rina Arum Prastyanti, and Prattana Srisuk., Achieving Sustainable Consumer Protection in the Era of Social Media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.127; Ratna Sofiana, Satria Utama, and Abdur Rohim., The problems of halal certification regarding consumer protection in Malaysia and Indonesia, *Journal of Human Rights, Culture and Legal System*, Vol.1, no.3, 2021, page.184; Helena Toshely Sasmita, Suci Kamilah, Rina Irsni Wardodo, and Thody Daniel Satya Wira Wicaksana., Analisis Faktor Perlindungan Konsumen Dalam Urgensi Pembentukan Undang-Undang Pinjaman Online (Peer To Peer Lending), *Media Iuris*, Vol.5, no.1, 2022, page.17.

<sup>40</sup> Rina Arum Prastyanti, and Prattana Srisuk., Achieving Sustainable Consumer Protection in the Era of social media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.129. See too, H. Matnuh., Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia, *Journal of Consumer Policy*, Vol.44, no.3, 2021, page.488; Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.198.

<sup>41</sup> Andelka M. Phillips., Reading the fine print when buying your genetic self online: direct-to-consumer genetic testing terms and conditions, *New Genetics and Society*, Vol.36, no.3, 2017, page.275. See

These norms collectively accommodate digital consumer protections: UUPK covers information rights and safety; UU ITE ensures electronic transparency; PP PMSE and related regulations mandate accountable disclosures; PDP Law safeguards data in transactions.<sup>42</sup>

Click-wrap agreements, as electronic contracts requiring explicit consent via "I agree" buttons, bind users to terms without negotiation, prevalent in e-commerce and social platforms.<sup>43</sup> Originating from shrink-wrap practices, they standardize terms for efficiency, presenting digitally accessible conditions.<sup>44</sup> Normatively, such agreements must align with UUPK's prohibition on unfair clauses and UU ITE's transparency requirements, ensuring consumer awareness despite non-negotiable

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too, Ratna Sofiana, Satria Utama, and Abdur Rohim., The problems of halal certification regarding consumer protection in Malaysia and Indonesia, *Journal of Human Rights, Culture and Legal System*, Vol.1, no.3, 2021, page.186; Ermanto Fahamsyah, Kania Venisa Rachim, Ramadhan Dwi Saputra, and Vicko Taniady., Navigating fintech sharia regulation in Indonesia: Lessons learned from Malaysia, *Malaysian Journal of Syariah and Law*, Vol.13, no.1, 2025, page.184; Diah Pawestri Maharani, Afifah Kusumadara, Hanif Nur Widhiyanti, and Reka Dewantara., Revisiting personal data: Ownership theories and comparative legal perspectives from Europe, Indonesia and the United States, *Journal of Data Protection & Privacy*, Vol.7, no.3, 2025, page.278; Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.360.

<sup>42</sup> Esther Masri, Sigit Irianto, Yulies Tiena Masriani, and Syauqi Muhammad Shobibul Falah., Halal Product Assurance as Legal Protection for Muslim Consumers in Indonesia, *Al-Ahkam* Vol.35, no.1, 2025, page.208. See too, M. Kadir, Yakub Aiyub, M. Arifin, F. P. Disantara, M. T. H. Thuong, and B. S. M. Nutakor., The Reform of Consumer Protection Law: Comparison of Indonesia, Vietnam, and Ghana, *Jurnal Suara Hukum*, Vol.6, no.2, 2024, page.258; Eva Achjani Zulfa, Taliya Qory Ismail, Imam Khomaeni Hayatullah, and Ali Fitriana., Regulation and law enforcement on the protection of halal products in Indonesia, *Cogent Social Sciences*, Vol.9, no.2, 2023, page.227; Anggraeni Endah Kusumaningrum, and Rohmad Pujiyanto., Placing Information Labels on Frozen Food Product Packaging: Legal Protection for Consumer Health Rights, *International Journal of Criminal Justice Sciences*, Vol.18, no.2, 2023, page.198; Rusnaldi Salim., Perlindungan Konsumen dalam Kepailitan, *Jurnal Hukum*, Vol.36, no.1, 2020, page.29.

<sup>43</sup> Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.450. See too, Mili Gupta, and Gagneet Singh., Child's Consent in Online Gaming Click-Wrap Agreements and Its Intersection with Privacy, In *Online Gaming in India: Technology, Policy and Challenges*, Vol.1, no.2, 2024, page.221; Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.162; R. R. Lenkovskaya, G. N. Kuleshov, M. M. Turkin, and I. L. Burova., Technology of Concluding Contracts via the Internet, *International Journal of Engineering and Advanced Technology*, Vol.8, no.6, 2019, page.4601; Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.195; Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.410.

<sup>44</sup> M. S. Van Houweling., The New Servitudes, *Georgetown Law Journal*, Vol.96, no.3, 2008, page.889. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *National Online Meeting*, Medford, Information Today, Inc. 2001, page.26; Konrad M. Rauscher., The Digital Shrink Wrap Dilemma, In *2012 3rd Worldwide Cybersecurity Summit (WCS 2012)*, New York, IEEE, 2012, page.13; Nancy S. Kim., The Duty to Draft Reasonably and Online Contracts, *Commercial Contract Law: Transatlantic Perspectives*, Vol.5, no.2, 2010, page.185; Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.208.

nature.<sup>45</sup>

### 3.2. Implementation of Consumer Protection in Click-Wrap Agreement

Consumer protection in click-wrap transactions faces a number of significant challenges arising from the unique characteristics of electronic transactions.<sup>46</sup> In practice, consumers rarely read or understand all the clauses, so their right to correct, clear, and honest information, as stipulated in Article 4(c) of the Consumer Protection Law, is often not fulfilled. In many cases, consumers only become aware of losses after the transaction has occurred, whether in the form of a product that does not match the description, misleading advertising, or difficulties in the refund process.<sup>47</sup> This phenomenon is exacerbated by the standard, non-negotiable nature of click-wrap agreements.<sup>48</sup> Article 18 of the Consumer Protection Law prohibits standard clauses that eliminate or limit the liability of business actors, but in digital transactions, consumers are often still deemed to have agreed to all clauses, including those that limit their rights.<sup>49</sup> This poses a significant challenge in implementing legal norms, as standard clauses tend to be hidden within lengthy and difficult-to-understand terms and conditions, making consumers' right to honest and transparent information less effective in practice.<sup>50</sup>

Furthermore, digital transactions also pose a risk of personal data leakage and misuse. Law Number 27 of 2022 concerning Personal Data Protection, Article 4, affirms the right of data subjects to obtain protection for personal data provided to service providers. However, in e-commerce practices, consumer data is often processed or stored without strict oversight, and cases of data leakage, illegal data

<sup>45</sup> Michele Van Eck, and F. Agbeko., The Recognition and Regulation of Smart Contracts in South Africa, *Potchefstroom Electronic Law Journal*, Vol.27, no.1, 2024, page.14. See too, Luis F. Carrillo Pozo., Jurisdiction Clause Included in the General Terms and Conditions. Purpose to the CJEU Judgement of 24th November 2022, Case C-358/21, *Cuadernos de Derecho Transnacional*, Vol.15, no.2, 2023, page.1156; Jeff Langenderfer., End-User License Agreements: A New Era of Intellectual Property Control, *Journal of Public Policy & Marketing* Vol.28, no.2, 2009, page.207; U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.901; F. Bell Gary., Contractual Interpretation and Protection against Unfair Terms in Indonesia, *In Contents of Contracts and Unfair Terms*, Vol.2, no.4, 2020, page.141.

<sup>46</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.411. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *National Online Meeting*, Medford, Information Today, Inc. 2001, page.27.

<sup>47</sup> Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.196. See too, Herman Daud Panggabean, and Siti Malikhatun Badriyah., Implementasi undang-undang nomor 8 tahun 1999 tentang perlindungan konsumen terhadap bisnis biro travel, *AL-MANHAJ: Jurnal Hukum dan Pranata Sosial Islam*, Vol.5, no.1, 2023, page.719.

<sup>48</sup> Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.160.

<sup>49</sup> Adam Gatt., Electronic commerce click-wrap agreements: The enforceability of click-wrap agreements, *Computer Law & Security Review*, Vol.18, no.6, 2002, page.412. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *National Online Meeting*, Medford, Information Today, Inc. 2001, page.28.

<sup>50</sup> Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.210.

sales, and misuse of information remain common.<sup>51</sup> Consumers are rarely aware of their rights in this context or the legal mechanisms available to hold businesses accountable, resulting in suboptimal implementation of personal data protection norms.

Consumer dispute resolution mechanisms are also a major challenge. Articles 45–49 of the Consumer Protection Law regulate dispute resolution through the Consumer Dispute Resolution Agency, which is designed to provide a fast, affordable, and simple process. However, this mechanism is largely adapted for conventional transactions and does not fully cover digital transactions, particularly cross-platform, cross-border, or virtual-based transactions.<sup>52</sup> Many consumers experience difficulties in asserting their rights, including claiming compensation or refunds, due to limited access to businesses and differences in legal jurisdictions.

Another phenomenon is the gap in the implementation of Government Regulation Number 80 of 2019 concerning Electronic Commerce and Minister of Trade Regulation Number 31 of 2023, which stipulates the obligation of businesses to provide accurate information and establish channels for consumer complaints. Although these regulations are clearly stated, their implementation remains limited.<sup>53</sup> Many e-commerce platforms do not provide fully transparent information, or their complaint mechanisms are difficult to access. This directly impacts consumers' ability to verify purchased products or services, process refunds, or file complaints regarding rights violations.

In click-wrap transactions, consumers often encounter misleading advertising, where information about products or services displayed on digital platforms does not reflect actual conditions. The products consumers receive often differ from the digital description, the quality is substandard, or the services provided do not fulfill promises.<sup>54</sup> This situation demonstrates that consumers' rights to accurate and honest information (Article 4 letter c of the Consumer Protection Law) and their rights to comfort, security, and safety (Article 4 letter a of the Consumer Protection Law) are often not fulfilled. Cases like this highlight that its implementation in the field remains weak.

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<sup>51</sup> Ridwan Arifin, Juan Anthonio Kambuno, Wasipiah Wasipiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.153. See too, Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.361.

<sup>52</sup> M. Sunandar Yuwono, and Faisal Santiago., Effectiveness of Consumer Dispute Resolution through the Consumer Dispute Resolution Agency (BPSK), *Journal of Multidisciplinary Sustainability Asean*, Vol.1, no.6, 2024, page.478. See too, Bambang Sugeng Ariadi Subagyono, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Nouredin Samy Elkhatab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.874.

<sup>53</sup> Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.199. See too, Syirman et al., 2024

<sup>54</sup> Azhar Rahadiyan Anwar, and Inosentius Samsul., Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods, *Legal Brief*, Vol.11, no.6, 2023, page.3498. See too, Ridwan Arifin, Juan Anthonio Kambuno, Wasipiah Wasipiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.154.

Furthermore, claims for damages or compensation stipulated in Article 19 of the Consumer Protection Law are often difficult to enforce. Consumers must navigate administrative hurdles, difficulty accessing businesses operating anonymously, or businesses based outside national jurisdiction.<sup>55</sup> In many cases, consumers face lengthy and complex claims processes, which diminish the effectiveness of legal protection.

This shows that the implementation of consumer protection in click-wrap transactions in Indonesia continues to face substantial challenges that highlight systemic gaps between legal frameworks and practical realities. These issues reveal the urgent need for regulatory adaptation and stronger enforcement. At the core of the problem lies the asymmetry between consumers and businesses in digital contracts. Consumers frequently assent to click-wrap agreements without a full understanding of their contents, leaving them vulnerable to exploitation.<sup>56</sup> The so-called no-reading problem, where individuals overlook dense contractual terms laden with legal jargon, is not unique to Indonesia but takes on a sharper edge due to low legal literacy and cultural tendencies toward weaker self-protection.<sup>57</sup> Although contract law often relies on the duty-to-read principle, empirical studies demonstrate that consumers rarely read lengthy agreements, which results in the unknowing waiver of rights.<sup>58</sup>

Fairness in contract formation represents another critical concern. Procedural unfairness emerges when consumers are unaware of obligations imposed upon them, while substantive unfairness arises when contractual terms disproportionately burden one party.<sup>59</sup> Despite the prohibition of unfair clauses under UUPK, click-wrap agreements frequently contain provisions granting broad licenses for data usage, perpetual contractual terms, or forum selection clauses designed to deter consumer litigation. These resemble the terms employed by social networking services that

<sup>55</sup> Azhar Rahadiyan Anwar, and Inosentius Samsul., Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods, *Legal Brief*, Vol.11, no.6, 2023, page.3501. See too, Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.156.

<sup>56</sup> Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.451. See too, Konrad M. Rauscher., The Digital Shrink Wrap Dilemma, *In 2012 3rd Worldwide Cybersecurity Summit (WCS 2012)*, New York, IEEE, 2012, page.14; Andelka M. Phillips., Reading the fine print when buying your genetic self-online: direct-to-consumer genetic testing terms and conditions, *New Genetics and Society*, Vol.36, no.3, 2017, page.276.

<sup>57</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.902. See too, Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1278.

<sup>58</sup> Nancy S. Kim., The Duty to Draft Reasonably and Online Contracts, *Commercial Contract Law: Transatlantic Perspectives*, Vol.5, no.2, 2010, page.188. See too, Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.213.

<sup>59</sup> Dona Budi Kharisma, Agus Yudha Hernoko, Prawitra Thalib, and Digvijay Singh Rana., The Nature of Fairness in Contracts: An Electronic Contract Perspective, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.89.

reserve extensive rights over user content without offering compensation.<sup>60</sup> Comparative insights underscore these concerns. South African law, for example, has been criticized for inadequate recognition of electronic contracts like click-wrap, while recommendations suggest that Indonesia's UU ITE could adopt transparency principles similar to those embedded in the European Union's Data Act to ensure more effective oversight.<sup>61</sup> In contrast, the United States enforces click-wrap agreements more routinely but continues to debate the broader policy implications, especially the expansion of intellectual property control that accompanies such contracts.<sup>62</sup>

Data privacy issues further complicate the picture. Although the Personal Data Protection Law guarantees consumers rights to data confidentiality and security, many e-commerce platforms engage in unchecked processing practices. Similar risks appear in direct-to-consumer genetic testing agreements, where terms allow extensive exploitation of genetic data.<sup>63</sup> In sectors such as fintech and ride-hailing, exemption clauses undermine consumer protection, with consequences including GPS manipulation or predatory lending.<sup>64</sup> Malaysia's structured Sharia fintech framework provides an instructive contrast by emphasizing explicit consent mechanisms that are not yet fully integrated into Indonesia's hybrid approach.<sup>65</sup> The absence of such safeguards enables manipulative design strategies known as dark patterns, which restrict consumer autonomy. Although these practices are indirectly prohibited, Indonesian law does not specifically regulate them.<sup>66</sup>

Dispute resolution mechanisms likewise fall short in addressing the complexities of digital commerce. The Consumer Dispute Resolution Agency was originally designed

<sup>60</sup> Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.452. See too, M. S. Van Houweling., The New Servitudes, *Georgetown Law Journal*, Vol.96, no.3, 2008, page.890.

<sup>61</sup> Michele Van Eck, and F. Agbeko., The Recognition and Regulation of Smart Contracts in South Africa, *Potchefstroom Electronic Law Journal*, Vol.27, no.1, 2024, page.16.

<sup>62</sup> Jeff Langenderfer., End-User License Agreements: A New Era of Intellectual Property Control, *Journal of Public Policy & Marketing* Vol.28, no.2, 2009, page.209. See too, S. Warwick., UCITA: Shrink-Wrap, Click-Wrap and Portals Use Agreements, In *NATIONAL ONLINE MEETING*, Medford, Information Today, Inc. 2001, page.29.

<sup>63</sup> Andelka M. Phillips., Reading the fine print when buying your genetic self-online: direct-to-consumer genetic testing terms and conditions, *New Genetics and Society*, Vol.36, no.3, 2017, page.278. See too, Diah Pawestri Maharani, Afifah Kusumadara, Hanif Nur Widhiyanti, and Reka Dewantara., Revisiting personal data: Ownership theories and comparative legal perspectives from Europe, Indonesia and the United States, *Journal of Data Protection & Privacy*, Vol.7, no.3, 2025, page.280.

<sup>64</sup> Hana Salvia, Enni Soerjati Priowirjanto, and Agus Suwandono., Operator Responsibilities in Safeguarding Consumer Rights Against GPS Spoofing in Ride-Hailing Services, *Padjadjaran Jurnal Ilmu Hukum*, Vol.11, no.2, 2024, page.10. See too, A. Admiral, S. Suparto, E. Kurniasih, J. Woodward, and F. A. Adinda., Indonesia's Online Loan Challenges: What Legal Actions Can Solve the Most Pressing Issues?, *Jurnal Pengabdian Hukum Indonesia*, Vol.8, no.1, 2025, page.288.

<sup>65</sup> Ermanto Fahamsyah, Kania Venisa Rachim, Ramadhan Dwi Saputra, and Vicko Taniady., Navigating fintech sharia regulation in Indonesia: Lessons learned from Malaysia, *Malaysian Journal of Syariah and Law*, Vol.13, no.1, 2025, page.186. See too, Ratna Sofiana, Satria Utama, and Abdur Rohim., The problems of halal certification regarding consumer protection in Malaysia and Indonesia, *Journal of Human Rights, Culture and Legal System*, Vol.1, no.3, 2021, page.187.

<sup>66</sup> Adis Nur Hayati., The Issue of Dark Patterns in Digital Platforms: The Challenge for Indonesia's Consumer Protection Law, *Asian Journal of Law and Society*, Vol.11, no.4, 2024, page.457.

for conventional disputes and has difficulty addressing cross-border issues, anonymous business actors, and the presentation of virtual evidence. This has led to reduced public trust in the system.<sup>67</sup> Within ASEAN, Indonesia lags behind countries such as Singapore, which has taken proactive steps to regulate artificial intelligence in fintech and has emphasized transparency as a means of improving dispute resolution.<sup>68</sup> Problems also extend to specific sectors such as halal products and cosmetics. Weak enforcement under the Halal Product Guarantee Law has allowed misleading claims that disadvantage Muslim consumers.<sup>69</sup> Other practices, such as fabricated reviews through brushing, further illustrate the gap between legal rules and enforcement, with penalties applied inconsistently despite clear violations of telematics laws.<sup>70</sup>

Misleading advertising serves as another clear example of implementation failure. Practices such as greenwashing and influencer endorsements create deceptive marketing environments that threaten consumer trust.<sup>71</sup> In traditional markets, social norms sometimes legitimate fraudulent weighing, and in digital marketplaces, equivalent distortions occur through visibility bias, reinforcing the need for antitrust reforms.<sup>72</sup>

The enforceability of clickwrap agreements is heavily influenced by procedural fairness. When contract terms are written in complex legal language, poorly

<sup>67</sup> Muhamad Syamsudin., The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia, *Journal of Consumer Policy*, Vol.44, no.1, 2021, page.121. See too, Nayila Rehman, M. Hamidi Masykur, and Setiawan Wicaksono., Legal Reform the Meaning of Final and Binding Decisions of the Consumer Dispute Resolution Agency (Review of the Consumer Protection Act and Supreme Court Cassation Decision), *Journal of Law and Legal Reform*, Vol.5, no.2, 2024, page.660.

<sup>68</sup> Andistya Pratama, Dwi Ratna Indri Hapsari, and Listiyani Wulandari., Bridging regulation and reality: comparative study of Artificial Intelligence regulation in the financial sectors, *Legality: Jurnal Ilmiah Hukum*, Vol.33, no.2, 2025, page.320. See too, Sareeya Galasintu, and Chanakant Loveera., The comparative study on consumer protection laws in ASEAN, *Kasetsart Journal of Social Sciences*, Vol.42, no.4, 2021, page.806.

<sup>69</sup> Esther Masri, Sigit Irianto, Yulies Tiena Masriani, and Syauqi Muhammad Shobibul Falah., Halal Product Assurance as Legal Protection for Muslim Consumers in Indonesia, *Al-Ahkam* Vol.35, no.1, 2025, page.211. See too, Annisa Dinda Soraya, and Henny Marlyna., Counterfeit Cosmetic Cases in Indonesia: Why Not Trademark Infringements?, In *Challenges of Law and Governance in Indonesia in the Disruptive Era I*, New York, Nova Science Publisher Inc., 2021, page.99.

<sup>70</sup> Vifi Swarianata, Jufryanto Puluhulawa, Apripari Apripari, Rismanto Kaku, and Irlan Puluhulawa., The legality of brushing practices in the viewpoint of consumer protection law and telematics law, *Jambura Law Review*, Vol.5, no.2, 2023, page.367. See too, Rahmatullah Syihabudin, Najmudin, H. Bimawan, and F. A. Lazzavietamsi., Contemporary Dynamics of Sharia Economic Law: DSN-MUI Fatwa No. 21/2001 in Takaful Dispute Rulings, *Milrev Metro Islamic Law Review*, Vol.4, no.2, 2025, page.878.

<sup>71</sup> H. Matnuh., Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia, *Journal of Consumer Policy*, Vol.44, no.3, 2021, page.489. See too, Rina Arum Prastyanti, and Prattana Srisuk., Achieving Sustainable Consumer Protection in the Era of Social Media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.129.

<sup>72</sup> Ulya Kencana, and M. Legawan Isa., Legitimate Compliance with Consumer Safety in Indonesia's Traditional Market Based on al-Maqashid asy-Sharia, *Humanities and Social Sciences Letters*, Vol.13, no.3, 2025, page.882. See too, Lu Sudirman, Nipon Sohngeng, and Shenti Agustini., Legal Protections against Unfair Competition in E-commerce: Analysis of Indonesian and Thailand Framework Adequacy, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.31; M. Kadir, Yakub Aiyub, M. Arifin, F. P. Disantara, M. T. H. Thuong, and B. S. M. Nutakor., The Reform of Consumer Protection Law: Comparison of Indonesia, Vietnam, and Ghana, *Jurnal Suara Hukum*, Vol.6, no.2, 2024, page.260.



organized, or hidden within lengthy documents, users may not fully understand what they are agreeing to. Additionally, Indonesian courts are often cautious, relying on the principle of good faith to address unfair contract terms in consumer cases.<sup>73</sup> These types of contracts create cognitive burden and reduce transparency, thus undermining the notion of informed consent.<sup>74</sup> Legal principles emphasize that agreements that lack clarity or accessibility can be deemed procedurally unfair, especially when transparency is a key aspect of consumer protection.<sup>75</sup>

This shows that although Indonesia's Consumer Protection Law accommodates digital consumer rights, challenges remain with click-wrap agreements, dark patterns, and low legal awareness. Strengthened implementation, consumer education, and compliance monitoring are essential. Aligning normative regulation with practical awareness ensures rights are effectively enforced.<sup>76</sup>

### **3.3. Strengthening Legal Mechanisms for Effective Consumer Protection**

Click-wrap agreements are generally accepted as a valid type of electronic contract in Indonesia, reflecting the wider recognition of digital agreements in law and practice. According to Article 1320 of the Indonesian Civil Code, a contract is considered valid if it meets four conditions: mutual consent, legal capacity of the parties, a lawful purpose, and no violation of public order.<sup>77</sup> These same principles apply to electronic contracts, which are legally binding under the Electronic Information and Transactions Law, as long as they provide clear, complete, and accurate information to consumers.<sup>78</sup>

<sup>73</sup> Muhamad Syamsudin., The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia, *Journal of Consumer Policy*, Vol.44, no.1, 2021, page.122. See too, Nayila Rehman, M. Hamidi Masykur, and Setiawan Wicaksono., Legal Reform the Meaning of Final and Binding Decisions of the Consumer Dispute Resolution Agency (Review of the Consumer Protection Act and Supreme Court Cassation Decision), *Journal of Law and Legal Reform*, Vol.5, no.2, 2024, page.662.

<sup>74</sup> Phalguni Mahapatra, and Anindya Sircar., Social networking sites' licensing terms: A cause of worry for users?, *The Journal of World Intellectual Property*, Vol.27, no.3, 2024, page.454. See too, U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.903.

<sup>75</sup> Dona Budi Kharisma, Agus Yudha Hernoko, Prawitra Thalib, and Digvijay Singh Rana., The Nature of Fairness in Contracts: An Electronic Contract Perspective, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.90.

<sup>76</sup> Ramon Nofrial, Talib Adnan Abood, Haider Ahmed Shihab, and Adhi Budi Susilo., The Consumer Protection in The Balance of Business Actors and Consumers: A Paradigm of Justice, *Jurnal Hukum Unissula*, Vol.41, no.1, 2025, page.80. See too, Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.200; Annisa Dinda Soraya, and Henny Marlyna., Counterfeit Cosmetic Cases in Indonesia: Why Not Trademark Infringements?, In *Challenges of Law and Governance in Indonesia in the Disruptive Era I*, New York, Nova Science Publisher Inc., 2021, page.100.

<sup>77</sup> Dona Budi Kharisma, Agus Yudha Hernoko, Prawitra Thalib, and Digvijay Singh Rana., The Nature of Fairness in Contracts: An Electronic Contract Perspective, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.92. See too, F. Bell Gary., Contractual Interpretation and Protection against Unfair Terms in Indonesia, In *Contents of Contracts and Unfair Terms*, Vol.2, no.4, 2020, page.145.

<sup>78</sup> Rina Arum Prastyanti, and Prattana Srisuk., Achieving Sustainable Consumer Protection in the Era of social media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.130. See too, Zaidah Nur Rosidah, and Lego Karjoko., Enhancing Consumer Protection in Electronic Transactions in Indonesia, *Sriwijaya Law Review*, Vol.9, no.1, 2025, page.201.

One important step in strengthening consumer protection in the digital era is the development of electronic dispute resolution mechanisms. Within the existing legal framework, the ODR mechanism is intended to expand the scope of protection regulated in Articles 45–49 of the Consumer Protection Law.<sup>79</sup> These provisions explain that consumer disputes must be resolved in a fast, simple, and affordable manner through the Consumer Dispute Resolution Agency. However, in digital transactions, particularly those involving click-wrap agreements, consumers often experience difficulties in accessing the BPSK. This is because digital transactions can occur on platforms that are not physically located in Indonesia or even involve cross-border jurisdictions. By using ODR, consumers can submit their disputes online, with simpler procedures and lower costs, while still ensuring that their rights are protected according to established legal principles. This mechanism is also consistent with the principle of access to justice, making protection more inclusive in the context of digital consumer disputes.

In addition, the strengthening of the Consumer Dispute Resolution Agency and its integration with digital platforms is an important step in enhancing protection. Legally, Articles 7 and 19 of the UUPK emphasize that business actors are obliged to provide accurate information and offer compensation if consumers suffer losses.<sup>80</sup> Cooperation between the BPSK and digital platforms would increase the effectiveness of supervision and ensure that business actors comply with their statutory obligations. It would also make it easier for consumers to exercise their rights. In the case of click-wrap agreements, where consumers often approve standard terms without fully reading or understanding them, the role of BPSK becomes central. As an authoritative body, the BPSK has the ability to interpret legal provisions, assess the fairness of contract terms, and ensure the enforcement of consumer rights. This is particularly relevant to Article 18 of the UUPK, which prohibits the use of unfair contract clauses that harm consumers. A stronger BPSK will help prevent hidden risks in standard clauses and make enforcement more consistent.

Another critical aspect of strengthening consumer protection is the promotion of digital consumer literacy. Article 4(f) of the UUPK guarantees the right of consumers to receive guidance and education. This includes understanding their rights, the obligations of business actors, and the available mechanisms for dispute resolution. In the context of click-wrap agreements, consumer literacy means awareness of the legal consequences of clicking the “agree” button, the implications for personal data, and the risks of accepting standard clauses. This also links to Law Number 27 of 2022 on Personal Data Protection. Articles 2 and 4 of this law emphasize that

<sup>79</sup> Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1280. See too, Lu Sudirman, Nipon Sohngeng, and Shenti Agustini., Legal Protections against Unfair Competition in E-commerce: Analysis of Indonesian and Thailand Framework Adequacy, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.33.

<sup>80</sup> Azhar Rahadiyan Anwar, and Inosentius Samsul., Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods, *Legal Brief*, Vol.11, no.6, 2023, page.3503. See too, Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.155.

protecting personal data is part of human rights and guarantee several rights for data subjects. These include the right to confidentiality, the right to receive information about data processing, and the right to request data deletion. With higher levels of digital literacy, consumers will be able to exercise these rights more effectively. They will also be more aware of the potential risks and legal consequences of digital transactions, making them less vulnerable to exploitation.

Beyond education, stronger statutory alignment is also required between several laws and regulations that govern consumer protection. The UUPK, the Electronic Information and Transactions Law, Government Regulation Number 80/2019 on Trade Through Electronic Systems, and Minister of Trade Regulation Number 31/2023 all contain provisions related to consumer rights in digital transactions. For example, Article 4 of Government Regulation Number 80/2019 requires business actors to provide accurate data and information, while Article 65 mandates the establishment of complaint mechanisms. Similarly, Minister of Trade Regulation Number 31/2023 requires platform providers to present transparent information and create complaint mechanisms that are easy for consumers to access. When these regulations are synchronized, they not only confirm consumer rights but also broaden the legal instruments available to consumers. This ensures legal certainty in digital transactions and reduces ambiguity in contract terms.

Legal strengthening is also essential to clarify the position of standard clauses in click-wrap agreements. Article 18 of the UUPK prohibits contract clauses that remove the responsibilities of business actors, but in practice, many click-wrap agreements still contain provisions that limit consumer rights. By reinforcing the legal framework, the interpretation of such clauses can be clarified, clear legal boundaries can be established, and supervisory institutions like the BPSK will have a stronger basis to evaluate whether contract terms comply with consumer protection principles.<sup>81</sup> In this way, consumer rights to accurate information, fair compensation, and personal data protection can be more effectively enforced.<sup>82</sup>

Overall, strengthening legal mechanisms in Indonesia's digital consumer protection system involves three main elements. The first is the development of electronic dispute resolution mechanisms, in line with Articles 45–49 of the UUPK, to ensure fast, simple, and affordable settlement of disputes. The second is reinforcing the role of the Consumer Dispute Resolution Agency and integrating it with digital platforms so that business actors consistently comply with Articles 7, 18, and 19 of the UUPK. The third is increasing digital consumer literacy so that consumers understand and can enforce their rights, including rights to information, compensation, and personal

<sup>81</sup> Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1281. See too, Lu Sudirman, Nipon Sohngeng, and Shenti Agustini., Legal Protections against Unfair Competition in E-commerce: Analysis of Indonesian and Thailand Framework Adequacy, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.34.

<sup>82</sup> Diah Pawestri Maharani, Afifah Kusumadara, Hanif Nur Widhiyanti, and Reka Dewantara., Revisiting personal data: Ownership theories and comparative legal perspectives from Europe, Indonesia and the United States, *Journal of Data Protection & Privacy*, Vol.7, no.3, 2025, page.282. See too, Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.363.

data protection. Together, these three elements will reduce the risk of consumer rights violations, strengthen legal certainty in digital transactions, and minimize the contractual ambiguities that often arise in click-wrap agreements.

Based on these studies, strengthening legal mechanisms must include: first, developing responsive, fast, affordable, and easily accessible Online Redress; second, increasing the capacity of the Consumer Dispute Resolution Agency (*Badan Penyelesaian Sengketa Konsumen/BPSK*) and synergizing with digital platforms to enforce compliance with Articles 7, 18, and 19 of the Consumer Protection Law; and third, adequate digital consumer literacy to ensure the right to information, compensation, and personal data protection. A key element is responsive, fast, affordable, and accessible Online Dispute Resolution systems. ODR allows consumers to resolve disputes in electronic transactions efficiently, reduces barriers from physical jurisdiction, and simplifies access to remedies.<sup>83</sup> By providing structured complaint platforms, ODR ensures the Consumer Protection Law is applied and that consumers' rights to redress are respected in the digital economy.<sup>84</sup>

Strengthening the BPSK is equally important. BPSK must coordinate with digital platforms to enforce Articles 7, 18, and 19 of UUPK, which prohibit unfair clauses, guarantee compensation, and maintain transparency in transactions.<sup>85</sup> Integrating BPSK with digital systems allows identification of problematic standard clauses, hidden obligations, and risks in click-wrap and online contracts, ensuring consumers are not disadvantaged by complex or opaque agreements.<sup>86</sup>

<sup>83</sup> Luis F. Carrillo Pozo., Jurisdiction Clause Included in the General Terms and Conditions. Purpose to the CJEU Judgement of 24th November 2022, Case C-358/21, *Cuadernos de Derecho Transnacional*, Vol.15, no.2, 2023, page.1158. See too, Sarfaraz Ghulam Muhammad, Vladimir Stantchev, and Daniel Arias Aranda., The Click and Wrap Case Relevance of the Contract for the Adoption of Cloud-Based CRM Applications, In *Contractual Management: Managing Through Contracts*, Heidelberg, Springer Berlin Heidelberg, 2019, page.163; R. R. Lenkovskaya, G. N. Kuleshov, M. M. Turkin, and I. L. Burova., Technology of Concluding Contracts via the Internet, *International Journal of Engineering and Advanced Technology*, Vol.8, no.6, 2019, page.4603; Robert H. Wilson., Internet hotel reservations: recent changes and trends in the enforcement of click wrap and browse wrap terms and conditions/terms of use, *Cornell Hospitality Quarterly*, Vol.52, no.2, 2011, page.197; M. S. Van Houweling., The New Servitudes, *Georgetown Law Journal*, Vol.96, no.3, 2008, page.892.

<sup>84</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.156. See too, Bambang Sugeng Ariadi Subagyo, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Nouredin Samy Elkhassab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.876.

<sup>85</sup> Wiwik Sri Widiarty, and Md Hasnath Kabir Fahim., Institutional roles and mechanisms in upholding legal protection under consumer protection law in the era of globalization, *Jurnal Hukum UNISSULA*, Vol.40, no.2, 2024, page.142. See too, Nayila Rehman, M. Hamidi Masykur, and Setiawan Wicaksono., Legal Reform the Meaning of Final and Binding Decisions of the Consumer Dispute Resolution Agency (Review of the Consumer Protection Act and Supreme Court Cassation Decision), *Journal of Law and Legal Reform*, Vol.5, no.2, 2024, page.665; A. Admiral, S. Suparto, E. Kurniasih, J. Woodward, and F. A. Adinda., Indonesia's Online Loan Challenges: What Legal Actions Can Solve the Most Pressing Issues?, *Jurnal Pengabdian Hukum Indonesia*, Vol.8, no.1, 2025, page.290. See too, Ramon Nofrial, Talib Adnan Abood, Haider Ahmed Shihab, and Adhi Budi Susilo., The Consumer Protection in The Balance of Business Actors and Consumers: A Paradigm of Justice, *Jurnal Hukum Unissula*, Vol.41, no.1, 2025, page.81.

<sup>86</sup> U. Benoliel, and S. I. Becher., Messy Contracts, *University of Illinois Law Review* 2024, Vol.3, no.3, 2024, page.904. See too, Wayne R. Barnes., Toward a Fairer Model of Consumer Assent to Standard

Consumer literacy forms the third pillar. Users must understand their rights, access information, and protect personal data under the Personal Data Protection Law and other regulations.<sup>87</sup> Education programs help consumers recognize unfair clauses, safeguard personal data, and participate actively in digital transactions, which reinforces legal protections.<sup>88</sup>

Harmonizing regulations underpins these efforts. Aligning the Consumer Protection Law, UU ITE, UU PDP, Government Regulation Number 80/2019 on Trade Through Electronic Systems, and Minister of Trade Regulation Number 31/2023 ensures consistency in defining consumer rights, business obligations, and enforcement procedures.<sup>89</sup> Regulatory coherence creates a solid legal foundation for electronic transactions and reduces gaps or conflicts that could weaken consumer protection.<sup>90</sup>

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<sup>87</sup> Esther Masri, Sigit Irianto, Yulies Tiena Masriani, and Syauqi Muhammad Shobibul Falah., Halal Product Assurance as Legal Protection for Muslim Consumers in Indonesia, *Al-Ahkam* Vol.35, no.1, 2025, page.212. See too, Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.364; Yenny Aman Serah, Zico Junius Fernando, and Temmy Hastian., Virtual Police: Guardians of Security and Consumer Protection in the Era of Electronic Information and Transactions, *Pakistan Journal of Criminology* Vol.16, no.2, 2024, page.1075.

<sup>88</sup> Nurul Fibrianti, Budi Santoso, Ro'fah Setyowati, and Yuli Rindyawati., Legal Culture and Legal Consciousness of Consumers: The Influence on Regulation and Enforcement of Consumer Protection Laws, *Journal of Indonesian Legal Studies*, Vol.8, no.2, 2023, page.1284. See too, Helena Toshely Sasmita, Suci Kamilah, Rina Irsni Wardodo, and Thody Daniel Satya Wira Wicaksana., Analisis Faktor Perlindungan Konsumen Dalam Urgensi Pembentukan Undang-Undang Pinjaman Online (Peer To Peer Lending), *Media Iuris*, Vol.5, no.1, 2022, page.19; Lu Sudirman, Nipon Sohngeng, and Shenti Agustini., Legal Protections against Unfair Competition in E-commerce: Analysis of Indonesian and Thailand Framework Adequacy, *Jurnal Hukum Novelty*, Vol.16, no.1, 2025, page.35.

<sup>89</sup> Uswatun Hasanah, Djulaeka Djulaeka, Nuruz Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.116. See too, Malik Ibrahim, and Heru Sugiyono., Law Enforcement Against Business Entities That Import Mobile Phones Unlawfully (Comparative Study in Indonesia, Malaysia, and Japan) Penegakan Hukum Terhadap Badan Usaha Yang Mengimpor Ponsel Secara Tidak Resmi (Perbandingan Studi Di Indonesia, Malaysia, Dan Jepang), *Jurnal Suara Hukum*, Vol.5, no.2, 2023, page.235; H. Matnuh., Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia, *Journal of Consumer Policy*, Vol.44, no.3, 2021, page.490; Ulya Kencana, and M. Legawan Isa., Legitimate Compliance with Consumer Safety in Indonesia's Traditional Market Based on al-Maqashid asy-Sharia, *Humanities and Social Sciences Letters*, Vol.13, no.3, 2025, page.884; M. Adnan Lira, Andika Prawira Buana, and Moch Andry Wikra Wardhana Mamonto., Consumer Legal Protection Related to Goods Storage Agreements in Shopping Centers in Realizing Justice, *Jurnal IUS Kajian Hukum dan Keadilan*, Vol.12, no.1, 2024, page.242; Imam Mahdi., Indonesian Legal Dynamics in Global Capitalism Reality: Analysis of the Formation of Indonesia's Regulations, *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan*, Vol.9, no.2, 2024, page.297; Florida Mathilda, Carolina Magdalena Lasambouw, and Patricia Gita Naully., Penerapan Protokol Kesehatan Covid-19 di Pusat Perbelanjaan Kota Bandung dalam Perspektif Undang-Undang Perlindungan Konsumen, *Jurnal Hukum Bisnis Bonum Commune*, Vol.5, no.2, 2022, page.215.

<sup>90</sup> Adi Sulistiyono, and M. Syamsudin., A Prophetic Law Basis for Strengthening the Values of Indonesian Consumer Protection Law Culture, *Prophetic Law Review*, Vol.6, no.1, 2024, page.55. See too, Rina Arum Prastyanti, and Prattana Srisuk., Achieving Sustainable Consumer Protection in

Overall, effective consumer protection in Indonesia's digital landscape requires a combination of ODR implementation, stronger BPSK capacity, and improved consumer literacy, supported by harmonized regulations. Together, these measures ensure that consumer rights are not only recognized but enforced, building a sustainable system where legal norms, contract practices, and consumer awareness work in harmony.<sup>91</sup> These strategies strengthen both legal and practical protections, enabling fair, transparent, and secure digital transactions across Indonesia.

#### 4. Conclusion

This study demonstrates that Indonesia has established a legal framework for digital consumer protection. Key regulations, including the Consumer Protection Law, Electronic Information and Transactions Law, Personal Data Protection Law, Government Regulation Number 80/2019, and Minister of Trade Regulation Number 31/2023, formally guarantee consumers' rights to accurate information, safety, compensation, and data privacy. These regulations also impose obligations on business actors to maintain transparency and avoid unfair contractual clauses. Despite this normative clarity, practical enforcement remains limited. The widespread use of click-wrap agreements, characterized by complex or non-negotiable terms, diminishes consumers' ability to exercise their rights effectively, creating a significant gap between legal provisions and real-world outcomes.

Addressing this gap requires coordinated legal and institutional measures. The development of Online Dispute Resolution systems can provide consumers with fast, accessible, and affordable mechanisms to resolve digital transaction disputes, in accordance with Articles 45–49 of the UUPK. Strengthening the capacity of the Consumer Dispute Resolution Agency and integrating it with digital monitoring platforms can ensure compliance with transparency, compensation, and liability provisions, particularly in the context of click-wrap contracts. In parallel, enhancing digital consumer literacy is crucial to equip consumers with the knowledge to interpret contractual clauses, protect personal data, and engage safely in electronic transactions. Regulatory harmonization across UUPK, UU ITE, PDP Law, and PP

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<sup>91</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspih Waspih, and Dian Latifiani., Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia, *Jambura Law Review*, Vol.4, no.3, 2021, page.157. See too, Uswatun Hasanah, Djulaeka Djulaeka, Nurur Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.118; Bambang Sugeng Ariadi Subagyo, Mochamad Kevin Romadhona, Zahry Vandawati Chumaida, Bambang Suheryadi, and Nouredin Samy Elkhatab., Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions, *Journal of Law and Legal Reform*, Vol.5, no.3, 2024, page.878; Yenny Aman Serah, Zico Junius Fernando, and Temmy Hastian., Virtual Police: Guardians of Security and Consumer Protection in the Era of Electronic Information and Transactions, *Pakistan Journal of Criminology* Vol.16, no.2, 2024, page.1076; Rina Arum Prastyanti, and Ridhima Sharma., Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India, *Journal of Human Rights, Culture and Legal System*, Vol.4, no.2, 2024, page.365; Hana Salvia, Enni Soerjati Priowirjanto, and Agus Suwandono., Operator Responsibilities in Safeguarding Consumer Rights Against GPS Spoofing in Ride-Hailing Services, *Padjadjaran Jurnal Ilmu Hukum*, Vol.11, no.2, 2024, page.19.

PMSE further reinforces legal coherence and reduces ambiguity, ensuring more consistent enforcement.

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