



Unilateral Modification of Terms and Conditions in Electronic Agreements on Digital Platforms: An Analysis of the Principle of Consensualism and Legal Protection for Users

Perubahan Sepihak terhadap Syarat dan Ketentuan dalam Perjanjian Elektronik pada Platform Digital: Analisis Asas Konsensualisme dan Perlindungan Hukum bagi Pengguna

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Abstract

The use of electronic agreements on digital platforms in Indonesia raises legal concerns when providers unilaterally modify terms and conditions without obtaining renewed user consent. This study analyzes the validity of such modifications under the principle of consensualism and the legal protection afforded to users. Employing normative legal research with statutory and conceptual approaches, the study examines the Indonesian Civil Code, the Electronic Information and Transactions Law, the Consumer Protection Law, and relevant platform terms. The findings distinguish the validity of an initial agreement under Article 1320 of the Civil Code from the enforceability of subsequent modifications. Material changes affecting contractual rights and obligations cannot be justified solely by initial consent, notification, or continued service use. Article 18(1)(g) of Law Number 8 of 1999 prohibits standard clauses binding consumers to subsequent unilateral changes, while Article 18(3) renders prohibited clauses null and void. Accordingly, material modifications require renewed consent and compliance with good faith and consumer protection principles to ensure legal certainty and contractual fairness.

Keywords: Electronic Agreements; Unilateral Amendments; Principle of Consensualism; Standard Clauses; Consumer Protection; Digital Platforms.

Abstrak

Penggunaan perjanjian elektronik pada platform digital di Indonesia menimbulkan persoalan hukum ketika pelaku usaha mengubah syarat dan ketentuan secara sepihak tanpa persetujuan baru dari pengguna. Penelitian ini bertujuan menganalisis keabsahan perubahan tersebut berdasarkan asas konsensualisme dan perlindungan hukum bagi pengguna. Penelitian hukum normatif ini menggunakan pendekatan perundang-undangan dan konseptual melalui kajian KUHPerdara, Undang-Undang Informasi dan Transaksi Elektronik, Undang-Undang Perlindungan Konsumen, serta ketentuan platform digital. Hasil penelitian menunjukkan bahwa keabsahan perjanjian awal berdasarkan Pasal 1320 KUHPerdara tidak serta-merta menjamin keberlakuan perubahan berikutnya. Perubahan material terhadap hak dan kewajiban para pihak tidak dapat dibenarkan hanya melalui persetujuan awal, pemberitahuan, atau kelanjutan penggunaan layanan. Pasal 18 ayat (1) huruf g Undang-Undang Nomor 8 Tahun 1999 melarang klausula baku yang mengikat konsumen pada perubahan sepihak, sedangkan ayat (3) menyatakan klausula yang melanggar ketentuan tersebut batal demi hukum. Dengan demikian, perubahan material memerlukan persetujuan baru serta harus memenuhi asas itikad baik dan prinsip perlindungan konsumen demi kepastian hukum dan keseimbangan kontraktual.

Kata Kunci: Perjanjian Elektronik; Perubahan Sepihak; Asas Konsensualisme; Klausula Baku; Perlindungan Konsumen; Platform Digital.

1. INTRODUCTION

The development of information technology has driven the transformation of legal relations from conventional forms to electronic contracts utilized across various digital platforms, including marketplaces, online transportation services, digital wallets, and application-based services (Hanafiiah & Apriani, 2022). In Indonesia, electronic agreements have gained formal legal recognition through Law Number 11 of 2008 concerning Electronic Information and Transactions, as most recently amended by Law Number 1 of 2024, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. Despite their electronic nature, such agreements must satisfy the fundamental legal requirements established in Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). This provision establishes four essential conditions for contract validity: agreement of the parties, legal capacity, a definite object, and lawful cause. Among these elements, the principle of consensualism occupies paramount importance. This principle embodies the foundational doctrine that binding contracts derive exclusively from the genuine meeting of minds of contracting parties and constitutes a fundamental assumption in Indonesian contract law whereby both parties freely negotiate, comprehensively understand, and mutually consent to the terms that bind them. Article 1320's first element directly instantiates consensualism and reflects the law's commitment that contracts derive their legitimacy from authentic party agreement rather than from unilateral imposition or fictional consent mechanisms.

In contemporary practice, however, the reality departs substantially from this normative ideal. Most digital platform operators employ standard form contracts drafted unilaterally, offering users only the binary choice to accept or reject terms in their entirety, without opportunity for negotiation or modification of individual provisions. More problematically, these platform operators frequently incorporate clauses that reserve to themselves the authority to modify terms and conditions unilaterally. (Penelitian & Pendidikan, 2026) Platform operators implement such modifications through notification mechanisms, typically via in-application notices, email communications, or postings on official websites, while treating the user's continued engagement with the service as constructive agreement to the new terms (Henrikus Renjaan, 2025). This practice pervades numerous Indonesian digital platforms. Gojek, for instance, explicitly reserves contractual authority to update terms and conditions periodically, with modifications taking effect upon announcement to users (Sinta & Umami, 2026). Tokopedia and Shopee employ analogous modification frameworks, regularly updating service terms including fee structures, transaction protocols, dispute resolution mechanisms, and substantive operational policies. (Rizqi et al., 2026) Although platform operators justify such modifications as necessary adjustments to technological evolution and changing business imperatives, the approval mechanism wherein passive continued use is treated as constructive acceptance fundamentally challenges whether the validity requirements established by Article 1320 of the Civil Code are genuinely satisfied.

The crux of this tension operates across three analytically distinct but interrelated dimensions. First emerges what may be termed the notification problem, which concerns whether the mere notification of a unilateral change constitutes a valid offer to modify existing contractual obligations or whether it represents merely a unilateral act that generates no binding power to alter the established rights and duties of the parties. This distinction carries significant legal consequences since the classification determines whether the platform operator may unilaterally impose new terms. Second arises the consent problem, which addresses whether passive continued use of a digital platform can reasonably be construed as genuine acceptance of contract modifications in the technical sense required by contract law or whether such continued use constitutes only acquiescence or continued performance under duress. (Ernawati et al., 2026) This distinction proves material because authentic acceptance requires a voluntary, informed, and affirmative response to an offer, characteristics ostensibly absent when users confront a take-it-or-leave-it proposition permitting no realistic negotiation or ability to opt-out without forfeiting access to services upon which they have become dependent. Third manifests the consent quality problem, which raises whether even assuming some form of consent might be inferred from continued use, such consent genuinely satisfies the threshold of being free,

informed, and uncoerced that the principle of consensualism demands. When significant information asymmetry exists, when users lack meaningful alternatives to the dominant platform provider, and when the platform retains unilateral power to alter terms without reciprocal obligation or meaningful constraint, the authenticity of the consenting party's exercise of free will becomes questionable and inconsistent with consensualist principles. (Ridho Syahputra Manurung, 2026)

These doctrinal concerns necessarily implicate two additional foundational principles within Indonesian contract law. The principle of good faith requires that contracting parties conduct themselves with honesty, fairness, and regard for the legitimate interests of the counterparty, both at the moment of contract formation and throughout contract performance. The principle of contractual balance or equivalence demands that the rights and obligations of each party remain proportionate, equitable, and free from manifestly unreasonable or exploitative imbalance. When a platform operator unilaterally modifies contractual terms in ways that expand its own entitlements or diminish user protections without obtaining genuine reciprocal consent, both principles face potential transgression. The interplay among consensualism, good faith, and contractual balance thus creates a complex analytical framework within which unilateral contract modification must be evaluated and assessed. (Hanik & Hasan, 2025)

Scholarly attention to electronic contracts in Indonesia has concentrated primarily upon two distinct domains. First, considerable literature addresses the technical and formal validity of electronic agreements under the 2008 Electronic Information and Transactions Law and subsequent amendments, examining authentication requirements, digital signatures, and the legal equivalence of electronic and paper-based contracting. Second, substantial consumer protection scholarship has focused upon substantive safeguards in digital transactions, including mandatory disclosure requirements, data privacy protections, and accessible dispute resolution mechanisms. (Ramli et al., 2020) However, a significant lacuna persists in the existing literature when examined through the analytical lens of contract law principles, specifically the principle of consensualism and its contemporary application to digital platform contracting. Three distinct gaps characterize this deficiency and warrant scholarly attention.

The first gap may be characterized as the conceptual gap. Very few studies rigorously distinguish among three critical categories: notification, understood as a unilateral communication of information; an offer to modify, which creates a legal power in the recipient to accept or reject the proposed change; and acceptance, which requires a voluntary, informed, and affirmative response to an offer. This conceptual precision proves essential because the legal consequences diverge fundamentally depending upon which category governs a particular modification. If platform operators engage solely in notification, they cannot unilaterally modify binding obligations and must obtain independent consent from affected users. If they present genuine offers, those offers remain subject to rejection by users, and modification occurs only upon acceptance. If continued use constitutes acceptance, such acceptance must be legally valid according to established contractual principles rather than a legal fiction created to facilitate platform interests. The second gap may be identified as the consensus quality gap. While consumer protection scholarship addresses what information platforms must disclose, it largely neglects the deeper question of whether authentic consensus can exist within conditions of pronounced power asymmetry and information disparity. The principle of consensualism rests upon an assumption of rough bargaining equality and meaningful voluntary choice. When users confront standardized, non-negotiable terms drafted by a dominant platform provider, often possessing monopolistic or near-monopolistic market position, with no realistic alternative and zero opportunity for individual negotiation, the very concept of genuine consent becomes attenuated and questionable. Yet existing scholarship does not systematically analyze how Indonesian contract law's foundational commitment to consensualism constrains such asymmetrical practices and what doctrinal protections might apply. The third gap may be termed the principles-based gap. Indonesian contract law rests fundamentally upon principles that include not merely consensualism, but equally good faith and contractual balance. Nevertheless, scant literature examines how these principles, when applied coherently and systematically, would evaluate and potentially circumscribe platform-imposed unilateral modifications. Courts have not yet developed clear jurisprudence addressing how to balance a

party's contractual freedom to include modification clauses against the overarching principle of consensualism, nor have they articulated when exercise of an incorporated modification clause might violate the duties imposed by good faith or transgress the requirement of contractual balance. (Hanafiah & Apriani, 2022)

This study addresses these intersecting gaps by providing a systematic, principles-centered analysis of unilateral modifications in digital platform terms of service through the foundational lens of Indonesian contract law. Specifically, this research examines two integrated problems. First, how should unilateral changes to terms and conditions in electronic agreements on digital platforms be evaluated under the principle of consensualism in Indonesian contract law? This question encompasses several analytically distinct inquiries, including whether notification of a change constitutes a valid offer to modify contractual obligations; whether continued use can legitimately be classified as valid acceptance under Article 1320; and what role information asymmetry, power imbalance, and absence of realistic alternatives play in assessing whether genuine consensus exists. Second, what legal protections should Indonesian law provide to users against unilateral modifications, and what substantive constraints do the principles of good faith and contractual balance impose upon platform operators' exercise of modification rights? In pursuit of these inquiries, this study aims to accomplish three specific objectives. The first objective is to analyze the validity of unilateral changes to electronic agreement terms on digital platforms through the principle of consensualism, examining their compliance with Article 1320 requirements and relevant jurisprudence. The second objective is to examine how good faith and contractual balance operate as doctrinal constraints upon unilateral modification clauses and what limits these principles impose. The third objective is to identify and propose forms of legal protection for digital platform users, whether through enhanced disclosure requirements, substantive limitations on modification rights, procedural safeguards ensuring authentic consent, or other mechanisms consistent with Indonesian contract law principles. The significance of this undertaking lies in its potential to clarify how foundational principles of Indonesian contract law apply to contemporary digital phenomena, thereby advancing legal certainty and user protection in an increasingly prevalent and consequential domain of platform-mediated contractual relationships.

2. RESEARCH METHODS

This research uses normative legal research methods (Sukmawan & Damayanti, 2025) with a statutory approach and a conceptual approach. This approach is used to analyze legal provisions regarding unilateral changes in terms and conditions in electronic agreements and the application of the principle of consensualism in Indonesian treaty law.

The legal materials used consist of primary legal materials in the form of laws and regulations, especially the Civil Code, the Electronic Information and Transaction Law, the Consumer Protection Law, the Personal Data Protection Law, and Government Regulation Number 71 of 2019. Secondary legal materials are obtained from books, scientific journals, and relevant research results. The collection of legal materials is carried out through literature studies, then analyzed qualitatively using descriptive analysis to obtain conclusions about the legal protection of users against unilateral changes in terms and conditions in electronic agreements on digital platforms.

3. RESULTS AND DISCUSSION

The results of the study show that changes to terms and conditions in electronic agreements are commonly used by digital platform operators in Indonesia as a mechanism to adjust contractual terms to technological developments, operational requirements, and changes in company policies. Based on the review of the terms of use of several digital platforms, including Gojek, Tokopedia, and Shopee, the study identified provisions that allow the platform operator to make changes to terms and conditions and notify users through the application, email, or the company's official website. In several provisions reviewed, continued use of the service after the changes take effect is treated as an indication of the user's acceptance of the amended terms. (Marliani et al., 2026)

The findings should nevertheless be understood specifically as findings from the contractual documents reviewed in this study and not as a conclusion that all terms and conditions applied by each platform are identical. The identified mechanisms also differ in their formulation and scope. In the documents reviewed, Gojek was identified as using provisions concerning changes to terms of use and privacy-related provisions, with continued use of the service being treated as acceptance. (Halim, 2023) Tokopedia was identified as providing for changes concerning terms of use, service fees, and transaction policies, which are communicated through the platform and become effective after publication. Meanwhile, Shopee was identified as containing provisions concerning terms of service, transactions, and administrative fees, with continued use of the service treated as acceptance of the changes.

These findings indicate a common contractual mechanism, namely the use of standard-form electronic agreements in which the platform operator reserves a degree of authority to amend contractual terms. However, the existence of such a provision does not by itself establish that every subsequent amendment is legally valid and binding upon the user. The validity of the original electronic agreement must be distinguished from the validity of subsequent amendments to that agreement.

3.1 The Validity of Electronic Agreements and The Validity of Subsequent Amendment Based on The Principle of Consensualism

Electronic agreements are recognized under Indonesian law and remain subject to the general requirements of contract law. Article 1320 of the Civil Code establishes four requirements for the validity of an agreement, namely consent, capacity, a certain subject matter, and a lawful cause. The electronic form of an agreement does not eliminate these requirements.

However, the validity of the original electronic agreement must be separated from the validity of a subsequent amendment. An electronic agreement may have been validly formed at the time a user registered for and accepted the platform's terms and conditions. Such initial consent establishes the contractual relationship at that particular time. It cannot automatically be interpreted as consent to every future amendment that may be made unilaterally by the platform operator. (Rozan & Husni Syawali, 2022)

This distinction is important because an amendment may change the substance of the rights and obligations of the parties. The original consent given when the user entered into the electronic agreement therefore should not automatically be regarded as consent to future substantive changes, particularly when the changes affect matters such as service fees, limitations of liability, dispute resolution mechanisms, or other provisions that directly affect the user's legal position. (Sumual & Muhammad, 2022) The previous study also identifies this distinction between initial approval and subsequent changes to contractual content. (Sally & Gultom, 2023)

From the perspective of the principle of consensualism, notification of a contractual amendment is also different from consent to the amendment. Notification through an application, email, or official website may demonstrate that information regarding the amendment has been conveyed to the user. However, notification does not necessarily constitute an affirmative expression of willingness to accept the amendment. Accordingly, continued use of a service after notification should be assessed carefully, particularly where the amendment materially affects the user's rights or obligations. (Maatuil et al., 2025)

The distinction between the original contract and its subsequent amendment can therefore be formulated as follows. First, the validity of the original electronic agreement is assessed based on the requirements of Article 1320 of the Civil Code. Second, the validity and binding force of a subsequent amendment must be assessed separately, including whether there is a valid basis for the amendment, whether the amendment is consistent with the original contractual relationship, whether it is implemented in good faith, and, where the user is a consumer, whether the amendment complies with the prohibition against detrimental standard clauses under the Consumer Protection Law. (Alam et al., 2022)

Article 1338 paragraph (3) of the Civil Code further requires agreements to be performed in good faith. In this context, the obligation to provide information concerning contractual changes is relevant, but the fulfillment of an information obligation should not

automatically be equated with the existence of consent to every substantive amendment.(Adinda pirmansyah & Imanudin Affandi, 2021)

Accordingly, the electronic agreements used by Gojek, Tokopedia, and Shopee may be valid as original contractual arrangements, but that conclusion cannot automatically be extended to every subsequent unilateral amendment.(F. Hakim et al., 2026) Where an amendment is merely administrative or technical and does not materially alter the rights and obligations of the parties, notification may have a different legal significance. Conversely, where an amendment reduces consumer rights, increases consumer obligations, limits the business actor's responsibility, or otherwise materially changes the contractual balance, its validity must be examined separately.

This distinction is particularly important in consumer contracts because the legal assessment is not limited to the general principles of contract law. The Consumer Protection Law provides a specific limitation on the use of standard clauses by business actors.

3.2 Legal Protection Against Unilateral Amendments Through Article 18 of The Consumer Protection Law

Legal protection for users of digital platforms must be examined primarily through the Consumer Protection Law when the contractual relationship constitutes a consumer transaction. Article 4 of the Consumer Protection Law provides consumers with rights to obtain correct, clear, and honest information concerning the goods and/or services they use. Correspondingly, Article 7 requires business actors to provide correct, clear, and honest information and to treat consumers properly and honestly. These provisions are relevant to the transparency of changes to terms and conditions.

More importantly, Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection constitutes the central norm for assessing unilateral amendment clauses in standard-form consumer contracts. This provision prohibits business actors from including standard clauses that declare the consumer's submission to regulations in the form of new rules, additional rules, further rules, and/or subsequent amendments made unilaterally by the business actor while the consumer is utilizing the service purchased by the consumer.(U. L. Hakim & Satory, 2026)

This provision is directly relevant to electronic platform agreements containing mechanisms under which consumers are deemed to have accepted future changes merely because they continue using the service after the changes are announced. Therefore, the legal issue is not simply whether the platform has notified the user of a change, but whether the contractual mechanism effectively requires the consumer to submit to subsequent rules or amendments unilaterally determined by the business actor.(Henrikus Renjaan, 2025)

Article 18 paragraph (3) further provides that standard clauses stipulated in paragraph (1) and paragraph (2) are declared null and void by operation of law. Consequently, where a contractual provision falls within the prohibition of Article 18, the legal consequence derives directly from the Consumer Protection Law. PP Number 71 of 2019 should therefore not be used as the direct legal basis for declaring a unilateral amendment clause null and void. The more direct legal basis for examining the validity of such a standard clause in a consumer relationship is Article 18 of the Consumer Protection Law.

The application of Article 18 must nevertheless be conducted by examining the actual wording and function of the clause used by each platform. The existence of a general provision allowing the platform to update its terms does not, without further examination, establish that every provision is prohibited. The assessment should focus on whether the clause effectively places the consumer under an obligation to accept new, additional, further, or subsequently amended rules determined unilaterally by the business actor during the consumer's use of the service.(Windani & Widian, 2024)

In the case of Gojek, Tokopedia, and Shopee, the findings of this study indicate the presence of mechanisms for changing contractual terms and communicating those changes to users. However, the findings should not be interpreted to mean that every change made by the three platforms is automatically invalid. The legal assessment depends on the substance of the amendment and the wording and operation of the relevant standard clause.(Rizqi et al., 2026)

Where a change merely concerns technical or administrative matters and does not materially alter the consumer's legal position, the assessment may differ from a change that increases consumer obligations, reduces consumer rights, limits the business actor's liability, or otherwise alters the balance of the contractual relationship. For substantive changes, Article 18 paragraph (1) letter g becomes particularly relevant because the provision directly addresses the consumer's submission to unilateral future amendments in standard clauses. (Sinta & Umami, 2026)

The legal protection available to consumers is also supported by Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions. Article 38 paragraph (1) provides a basis for a party suffering loss as a result of the operation of an electronic system to bring a legal claim, while Article 39 provides for dispute resolution through court or out-of-court mechanisms in accordance with applicable laws and regulations. (Harianto & Permana, 2025)

If a unilateral amendment causes loss to the consumer, dispute resolution may first be pursued through the complaint mechanism provided by the platform. Where the dispute cannot be resolved, consumers may pursue settlement through the Consumer Dispute Resolution Agency (BPSK) in accordance with the Consumer Protection Law. Litigation may also be pursued where the legal requirements are satisfied, including claims relating to breach of contract or unlawful acts. (Filmadina et al., 2025)

Thus, the legal protection of users against unilateral amendments to electronic agreements rests primarily on three related aspects. First, the validity of the original electronic agreement must be distinguished from the validity of subsequent amendments. (Martinelli et al., 2024) Second, substantive amendments must be assessed from the perspective of consent, good faith, and the continuing contractual relationship. Third, when the relationship constitutes a consumer transaction, the validity of a standard clause permitting or requiring consumers to submit to unilateral future amendments must be tested directly against Article 18 of the Consumer Protection Law, particularly Article 18 paragraph (1) letter g.

The study therefore concludes that the validity of an electronic contract cannot be used as an automatic justification for the validity of every subsequent amendment made by the platform operator. The original agreement may be validly formed, while a subsequent unilateral amendment may still be legally questionable or unenforceable if it lacks a sufficient basis of consent or falls within the prohibition of Article 18 of the Consumer Protection Law. This approach provides a more precise distinction between the validity of electronic contracts and the legal validity of unilateral amendments to their terms and conditions.

4. CONCLUSION

Based on the results and legal analysis, this study concludes that the validity of an electronic agreement must be distinguished from the validity and binding force of subsequent amendments to the agreement. The fact that an electronic agreement was validly formed in accordance with the requirements of Article 1320 of the Civil Code does not automatically mean that every subsequent change made by the digital platform is valid and binding upon the user. The initial consent of the consumer establishes the contractual relationship at the time of its formation, whereas a subsequent substantive amendment requires a separate legal assessment, particularly when the amendment affects the rights and obligations of the parties.

The study further finds that notification of changes through an application, email, or official website cannot automatically be equated with consent to the amendment. This distinction is particularly significant where continued use of the service is treated as acceptance of new terms. Where an amendment materially changes the consumer's rights or obligations, its validity cannot be justified solely by reference to the consumer's initial acceptance of the electronic agreement or continued use of the service. The amendment must also be assessed in accordance with the principles of consensualism and good faith.

From the perspective of consumer protection, Article 18 of Law Number 8 of 1999 concerning Consumer Protection is particularly relevant as the principal legal basis for assessing unilateral amendment clauses contained in standard-form electronic agreements. In particular, Article 18 paragraph (1) letter g prohibits business actors from including standard clauses that require or place consumers in a position of submitting to new, additional, further, and/or subsequent rules or amendments made unilaterally by the business actor while consumers are utilizing the service. Where a standard clause falls within the prohibition of Article 18, the legal consequence is provided by Article 18 paragraph (3), namely that such clause is declared null and void by operation of law.

Accordingly, the legal issue concerning unilateral amendments to electronic agreements is not whether digital platforms may update their terms and conditions in every circumstance, but whether the particular amendment and the mechanism used to impose it comply with the requirements of contract law and the specific limitations imposed by consumer protection law. The findings concerning Gojek, Tokopedia, and Shopee demonstrate the relevance of this legal distinction, but do not support the conclusion that every contractual amendment made by those platforms is automatically invalid. The legal assessment must be directed at the substance of the amendment and the operation of the relevant standard clause.

Therefore, the legal validity of electronic agreements and the legal enforceability of subsequent unilateral amendments constitute two distinct questions. A valid electronic contract at the outset does not provide an unlimited legal basis for the platform operator to unilaterally alter the consumer's contractual position. Where a subsequent amendment materially affects consumer rights or obligations and is imposed through a standard clause contrary to Article 18 of the Consumer Protection Law, the amendment mechanism may be subject to the legal consequences prescribed by that provision.

REFERENCES

- Adinda pirmansyah, & Imanudin Affandi. (2021). Tinjauan Yuridis Hubungan Hukum Dan Penerapan Asas Proporsionalitas Perjanjian Antara PT. Go-jek Indonesia Dengan Pelaku Usaha F&B. *Reformasi Hukum*, 25(2), 167–181. <https://doi.org/10.46257/jrh.v25i2.188>
- Alam, A. R. N., Singadimeja, H. N., & Surjanti, R. J. (2022). Tanggung Jawab Penyedia Platform terhadap Pekerja Gig (Gig Worker) dalam Hubungan. *Padjadjaran Law Review*, 10, 7–9.
- Ernawati, S., Lazuardi, M. Z., Agustian, F., & Romadon, R. (2026). Analisis Yuridis Tanggung Jawab Hukum Perjanjian Kemitraan Platform Transportasi Online dan Pengemudi. *Jurnal Hukum Perdata dan Bisnis*, 1(3), 97–106.
- Filmadina, N., Monica, T., Setiawan, F., & Adonara, F. F. (2025). Pengembangan Hukum Perjanjian Dalam Era Digitalisasi di Ekonomi Indonesia. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 3(5), 5889–5898. <https://doi.org/10.61104/alz.v3i5.2197>
- Hakim, F., Zain, T., & Mulada, D. A. (2026). Perlindungan Hukum Terhadap Konsumen dalam Perjanjian Jual Beli Game Online Melalui Platform Steam Menurut Hukum Positif Indonesia. *Jurnal Commerce Law*, 6(1), 132–142.
- Hakim, U. L., & Satory, A. (2026). Aspek Hukum Perjanjian Elektronik dalam Bisnis Digital di Indonesia. *Acta Comitas*, 11(01), 131–149. <https://doi.org/10.24843/ac.2026.v11.i01.p10>
- Halim, A. (2023). Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce. *Jurnal Notarius*,

- 2(1), 1–10.
- Hanafiiah, N. S., & Apriani, N. (2022). Kajian Keabsahan Perjanjian Jual Beli Pada Platform E-Commerce Sebagai Upaya Mewujudkan Perlindungan Konsumen. *Spektrum Hukum*, 19(2). <https://doi.org/10.35973/sh.v19i2.2839>
- Hanik, & Hasan, A. (2025). Analisis Yuridis terhadap Klausul Arbitrase dalam Perjanjian Elektronik Model Click-Wrap pada Platform Marketplace. *JUSTITIA: Journal of Justice, Law Studies, and Politic*, 1(01), 44–51. <https://ejournal.hamjahdiha.org/index.php/Justitia/article/view/237/327>
- Hariato, D., & Permana, A. (2025). Penyalahgunaan Data Pribadi Kontak Darurat Sepihak di Platform Pinjaman Online Legal (Studi Kasus Platform Pinjaman Online Legal Ada Modal). *Jurnal Hukum Ius Publicum*, 2, 210–232. <https://doi.org/10.55551/jip.v6i1.459>
- Henrikus Renjaan. (2025). IMPLIKASI HUKUM PERJANJIAN ELEKTRONIK DALAM TRANSAKSI BISNIS DIGITAL DI ERA EKONOMI BERBASIS PLATFORM: ANALISIS TERHADAP VALIDITAS DAN RISIKO HUKUM Henrikus Renjaan. *Patriot*, 18(11), 125–132.
- Maatuil, R. A., Manatar, O., Agumanis, J. kiara, Bawanda, A. A., Liputo, Z., & Rori, M. (2025). Perlindungan Konsumen Dalam Perjanjian Jual Beli Online. *Indonesia Economic Jurnal*, 1(2), 635–664.
- Marliani, C., Fateha, D. N., & ... (2026). Analisis Yuridis Wanprestasi dalam Perjanjian Kerja serta Perlindungan Hukum bagi Para Pihak. *Jurnal Ilmiah ...*, 4(5), 294–302. <https://ejurnal.kampusakademik.co.id/index.php/jiem/article/view/10078%0Ahttps://ejurnal.kampusakademik.co.id/index.php/jiem/article/download/10078/8473>
- Martinelli, I., Wibowo, S. H., Maheswari, G. F. A., & Ocarina, M. (2024). PENGGUNAAN CLICK-WRAP AGREEMENT PADA E-COMMERCE: TINJAUAN TERHADAP KEABSAHANNYA SEBAGAI BENTUK PERJANJIAN ELEKTRONIK. *Jasa, Pengawasan Keuangan, Layanan Teknologi, Berbasis*, 14(1), 73–86.
- Penelitian, J., & Pendidikan, I. (2026). Analisis Akad Ijarah Dalam Perjanjian Kerjasama Pada Platform Shopee. *Jurnal Penelitian Ilmu Pendidikan Indonesia*, 5(1), 564–572.
- Ramli, T. S., Ramli, A. M., Permata, R. R., Ramadayanti, E., & Fauzi, R. (2020). ASPEK HUKUM PLATFORM e-COMMERCE DALAM ERA TRANSFORMASI DIGITAL. *Jurnal Studi Komunikasi dan Media*, 24(2), 119. <https://doi.org/10.31445/jskm.2020.3295>
- Ridho Syahputra Manurung. (2026). Perlindungan Hukum Bagi Pelaku Usaha dalam Perjanjian Bisnis Berbasis Digital di Indonesia terkait hubungan hukum antara pelaku usaha , konsumen , dan penyedia platform . usaha , khususnya UMKM , berada pada posisi yang rentan terhadap eksploitasi ekonomi. *Birokrasi: Jurnal Ilmu Hukum dan Tata Negara*, 4, 196–211.
- Rizqi, N., Sari, K. N., & Hutajulu, O. B. P. (2026). KLAUSULA EKSONERASI DALAM PERJANJIAN KEMITRAAN PLATFORM OJEK ONLINE: PERSPEKTIF ASAS ITIKAD BAIK DAN UNDANG-UNDANG PERLINDUNGAN KONSUMEN. *Rewang Rencang: Jurnal Hukum Lex Generalis*, 7(4), 1–17.
- Rozan, N. N., & Husni Syawali. (2022). Tanggung Jawab Driver Ojek Online Akibat Jual Beli Akun Driver terhadap Perjanjian Kerjasama Kemitraan dengan Perusahaan Pemilik Platform Transportasi Online Ditinjau dari Buku III Kitab Undang-Undang Hukum Perdata. *Bandung Conference Series: Law Studies*,

- 2(1), 443–449.
<https://proceedings.unisba.ac.id/index.php/BCSLS/article/view/879>
- Sally, & Gultom, E. R. (2023). Perlindungan Konsumen Platform E-Commerce Atas Itikad Tidak Baik Penjual (Studi Kasus Tokopedia). *INNOVATIVE: Journal Of Social Science Research*, 3(2), 5153–5166. <https://j-innovative.org/index.php/Innovative%0APerlindungan>
- Sinta, A., & Umami, A. M. (2026). Perlindungan Hukum Para PiHak dalam Perjanjian Baku digital Pada Platform marketPlace dan layanan BerBasis aPlikasi di indonesia. *Jurnal Private Law*, 6(2), 504–519.
- Sukmawan, Y. A., & Damayanti, D. (2025). Metode Penelitian Hukum Normatif dan Empiris sebagai Strategi Penguatan Perspektif Kajian Ilmu Hukum. *Notary Law Journal*, 4(1), 114–128.
- Sumual, Y., & Muhammad, D. W. (2022). Kontruksi Hukum dalam Perjanjian Jual Beli Online. *Media of Law and Sharia*, 3(2), 142–154. <https://doi.org/10.18196/mls.v3i2.14333>
- Windani, S., & Widiana, A. (2024). Implikasi Hukum Perlindungan dalam Transaksi Keuangan Digital dan Peninjauan Peraturan Perbankan. *Lex Lectio : Jurnal Kajian Hukum Volume*, 03(02), 106–117.
- Civil Code. (1847). *Civil Code for Indonesia* (Staatsblad 1847 No. 23).
- Republic of Indonesia. (1945). *Constitution of the Republic of Indonesia in 1945*.
- Republic of Indonesia. (1999). *Law No. 8 of 1999 concerning Consumer Protection* (Statute Book of the Republic of Indonesia No. 42 of 1999, Supplement to Statute Book of the Republic of Indonesia No. 3821).
- Republic of Indonesia. (2022). *Law Number 27 of 2022 concerning Personal Data Protection* (Statute Book of the Republic of Indonesia Number 196 of 2022, Supplement to Statute Book of the Republic of Indonesia Number 6820).
- Republic of Indonesia. (2024). *Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions* (Statute Book of the Republic of Indonesia Number 1 of 2024, Supplement to Statute Book of the Republic of Indonesia Number 6905).
- Republic of Indonesia. (2019). *Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions* (Statute Book of the Republic of Indonesia No. 185 of 2019, Supplement to Statute Book of the Republic of Indonesia No. 6400).