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	<b>Date</b>	<b>Page</b>
Summary Journal		1
Jurnal Profile		2
Submission	April 12, 2025	7
Peer Review Process I	April 25, 2025	19
Resubmitted Revised I	May 5, 2025	33
Peer Review Process II	May 17, 2025	46
Resubmitted Revised II	May 28, 2025	67
Peer Review Process III	June 13, 2025	92
Resubmitted Revised III	June 23, 2025	100
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Home > Vol 41, No 3 (2025)

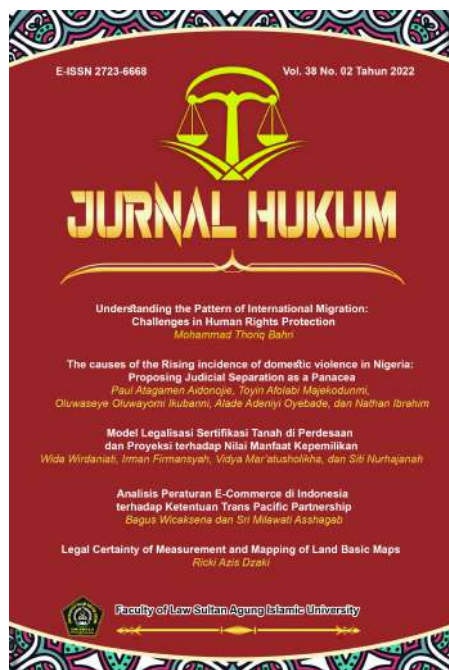
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# **The Influence of the Socialization of the Consumer Protection Law on the Effectiveness of Consumer Protection Law Enforcement in Indonesia**

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## **Abstract**

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. Socialization of the Consumer Protection Law plays a significant role in shaping legal awareness, encouraging business actor compliance, and empowering consumers to claim their rights. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Consumer Protection, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

## **1. Introduction**

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy (Matyushok et al., 2021). However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms (Syam et al., 2021). This vulnerability makes consumers vulnerable to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions (Panggabean & Badriyah, 2023). However, the implementation of consumer

protection laws still faces various obstacles in the field. One major obstacle is the weak effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al. (2022), one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law (Anwar & Samsul, 2023). As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna (2025) stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights (Widiarty et al., 2024). As a result, the number of consumer complaints against business actors remains low, even though cases of violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago (2024), for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar (2022) examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information

dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer protection institutions in improving the effectiveness of the existing legal system. Thus, consumer protection will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

## **2. Literature Review**

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). This law serves as the primary legal basis for ensuring legal certainty, improving the quality of goods and services, and promoting public legal awareness (Panggabean & Badriyah, 2023). However, the implementation of this law still faces serious challenges, one of which is the low effectiveness of law enforcement, which is largely influenced by a lack of public awareness of the substance of applicable laws (Collier et al., 2022).

This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna (2025) explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim (2024), who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al. (2023), Article 3 of the Consumer Protection Law explicitly states that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves. Therefore, outreach activities should not be merely normative but also transformative—that is, capable of positively changing public attitudes and legal behavior.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh (2021) found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product information, and violations of consumer rights. Similarly, Syam et al. (2021) stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti (2022) shows that online transactions increase the opportunity for consumer violations, primarily

due to weak social control and a lack of accurate information for consumers. Kleygrewe et al. (2022) even suggest the need for a new approach to legal outreach relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez (2021) emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al. (2020) add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### **3. Research Method**

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms, specifically regarding the influence of the socialization of the Consumer Protection Law on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## **4. Result and Discussion**

### **4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness**

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers (Mahanani et al., 2021). In its implementation, dissemination is a strategic element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly states that one of the goals of consumer protection is to increase consumer awareness to protect themselves (Fibrianti et al., 2023).

Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim (2024), the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al. (2023), who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful (Lubis & Lusianawati, 2024).

Research by Matnuh (2021) supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information (Syam et al., 2021). In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan (2020) states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

#### **4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges**

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez (2021) noted that at the beginning of the enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al. (2020) divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti (2022) on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector (Trinkner and Reisig, 2021), is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al. (2021) found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be adapted to the digital realm to address the challenges of online transactions that often result in consumer rights violations. Kleygrewe et al. (2022) even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws (Barak & Perry, 2021). Nevertheless,

various studies have shown that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López et al. (2023) revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms (Nugmanovna, 2022), social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in building a strong, inclusive, and sustainable consumer protection ecosystem (Kupchik et al., 2020).

## **5. Conclusion**

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade.

Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

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# The Influence of the Socialization of the Consumer Protection Law on the Effectiveness of Consumer Protection Law Enforcement in Indonesia

**Commented [H1]:** Title must reflect the legal substance and specify the area of law

## Abstract

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. Socialization of the Consumer Protection Law plays a significant role in shaping legal awareness, encouraging business actor compliance, and empowering consumers to claim their rights. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Consumer Protection, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

**Commented [H2]:** Should be 200 words, summarizing: background, objective, method, main findings, and conclusion. No references or footnotes allowed.

Include 3–5 relevant and specific keywords.

## 1. Introduction

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy (Matyushok et al., 2021). However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms (Syam et al., 2021). This vulnerability makes consumers vulnerable to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

**Commented [H3]:** Must consist of 7 distinct parts: (1) Background, (2) Legal problem or or phenomena gap, (3) Normative gap (*das sollen vs das sein*), (4) Research urgency, (5) Research gap, (6) State of the art, (7) Research significance, and (8) Research objectives.

**Commented [H4]:** Use **Chicago Style with footnotes**. Ensure all cited works appear in the reference list, and vice versa.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions (Panggabean & Badriyah, 2023). However, the implementation of consumer protection laws still faces various obstacles in the field. One major obstacle is the weak effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al. (2022), one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law (Anwar & Samsul, 2023). As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna (2025) stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights (Widiarty et al., 2024). As a result, the number of consumer complaints against business actors remains low, even though cases of violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago (2024), for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar (2022) examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer

protection institutions in improving the effectiveness of the existing legal system. Thus, consumer protection will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

**Commented [H5]:** Describe the contribution of the research to the development of law, both theoretically and practically.

## 2. Literature Review

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). This law serves as the primary legal basis for ensuring legal certainty, improving the quality of goods and services, and promoting public legal awareness (Panggabean & Badriyah, 2023). However, the implementation of this law still faces serious challenges, one of which is the low effectiveness of law enforcement, which is largely influenced by a lack of public awareness of the substance of applicable laws (Collier et al., 2022).

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This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna (2025) explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim (2024), who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al. (2023), Article 3 of the Consumer Protection Law explicitly states that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves. Therefore, outreach activities should not be merely normative but also transformative—that is, capable of positively changing public attitudes and legal behavior.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh (2021) found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product information, and violations of consumer rights. Similarly, Syam et al. (2021) stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti (2022) shows that online transactions increase the opportunity for consumer violations, primarily due to weak social control and a lack of accurate information for consumers. Kleygrewe et al. (2022) even suggest the need for a new approach to legal outreach

relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez (2021) emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al. (2020) add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### 3. Research Method

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms, specifically regarding the influence of the socialization of the Consumer Protection Law on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the

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effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## 4. Result and Discussion

### 4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers (Mahanani et al., 2021). In its implementation, dissemination is a strategic element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly states that one of the goals of consumer protection is to increase consumer awareness to protect themselves (Fibrianti et al., 2023).

Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim (2024), the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al. (2023), who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful (Lubis & Lusianawati, 2024).

Research by Matnuh (2021) supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information (Syam et al., 2021). In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan (2020) states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

### 4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez (2021) noted that at the beginning of the

**Commented [H8]:** Should be structured into 3 sub-sections: (1) Theoretical foundation, (2) Implementation & challenges, (3) Legal reconstruction/reform/recommendations. Include relevant doctrines, case studies, and practical implications.

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enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al. (2020) divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti (2022) on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector (Trinkner and Reisig, 2021), is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al. (2021) found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be adapted to the digital realm to address the challenges of online transactions that often result in consumer rights violations. Kleygrewe et al. (2022) even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws (Barak & Perry, 2021). Nevertheless, various studies have shown that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López et al. (2023) revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who

understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms (Nugmanovna, 2022), social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in building a strong, inclusive, and sustainable consumer protection ecosystem (Kupchik et al., 2020).

## **5. Conclusion**

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade. Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

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## Review Results

**Title:**

**The Influence of the Socialization of the Consumer Protection Law on the Effectiveness of Consumer Protection Law Enforcement in Indonesia**

**ID: 47262**

No	Component	Assessment Criteria	Reviewer's Comments
1	<b>Title</b>	Relevant to legal topics, maximum of 15 words, specific and focused	Needs Improvement
2	<b>Abstract</b>	Includes background, objectives, methods, results, and conclusion	Needs Improvement
3	<b>Keywords</b>	Relevant and specific, consists of 3–5 words or phrases	Needs improvement
4	<b>Introduction</b>	<ul style="list-style-type: none"><li>• Background: Explain the general context of the legal issue underlying the research.</li><li>• Legal Problem: Clearly state the main legal issue being analyzed.</li><li>• Law Being Examined (<i>das sollen</i> vs <i>das sein</i>): Present the regulation that is the object of analysis, and highlight the gap between the legal norms (<i>das sollen</i>) and the actual practice (<i>das sein</i>).</li><li>• Research Urgency: Explain why this topic is important and relevant at the present time.</li><li>• Research Gap: Identify the gap in existing studies that has not been addressed by previous research.</li><li>• State of the Art: Provide an up-to-date review of relevant theories or the most recent research in the field.</li><li>• Significance of the Research: Describe the contribution of the research to the development of law, both theoretically and practically.</li><li>• Research Objective: Clearly and concisely state the aim of the research.</li></ul>	Needs Revision
7	<b>Research Methodology</b>	States type of research, approach, data sources, and analysis technique	Needs Revision
8	<b>Results</b>	Should be structured into 3 sub-sections: <ul style="list-style-type: none"><li>• <b>Theoretical Foundation:</b> The first part is to discuss relevant legal theories or doctrines that serve as the basis for the argument examined in this study.</li></ul>	Needs Revision

		<ul style="list-style-type: none"> <li>• <b>Implementation and Challenges:</b> Describe how the legal norms under study are applied in practice and the problems encountered.</li> <li>• <b>Reconstruction / Reform / Recommendation:</b> Present alternative legal solutions, the strengthening of existing norms, or proposals for new regulations</li> </ul>	
11	<b>Conclusion</b>	Answers the research problems, concise, not deviating from the results Relevant, applicable, and supports further research or policy	Needs improvement
13	<b>References Adequacy</b>	Uses primary sources (laws, court decisions, journals), mostly from the last 5 years	Major revision
14	<b>Citation Consistency</b>	Footnotes follow the required footnote and Chicago-style of citation	Major revision



**Resubmitted Revised I**

# **The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study**

## **Abstract**

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. The socialization of the Consumer Protection Law significantly contributes to raising public legal awareness by informing citizens of their rights and obligations. It also motivates business actors to comply with legal standards and empowers consumers to actively assert their rights when violations occur, thereby strengthening the overall effectiveness of consumer protection enforcement. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Business Actor Compliance, Consumer Protection, Consumer Rights, Law Number 8 of 1999, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

## **1. Introduction**

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy.<sup>1</sup> However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms.<sup>2</sup> This vulnerability makes consumers vulnerable to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

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<sup>1</sup> Matyushok, V., Vera Krasavina, V., Berezin, A., & Sendra Garcia, J. (2021). The global economy in technological transformation conditions: A review of modern trends. *Economic Research-Ekonomika Istraživanja*, 34(1), 1471-1497.

<sup>2</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions.<sup>3</sup> However, the implementation of consumer protection laws still faces various obstacles in the field. One major obstacle is the weak effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al.,<sup>4</sup> one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law.<sup>5</sup> As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna<sup>6</sup> stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights.<sup>7</sup> Current data and observations highlight those violations of consumer rights continue to rise annually, especially in sectors such as online retail, food safety, and health services. Despite this increase, legal recourse and complaint mechanisms are underutilized, indicating a disconnection between consumers' awareness and their actual behavior in asserting legal rights. As a result, the number of consumer complaints against business actors remains low, even though cases of

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<sup>3</sup> Panggabean, Herman Daud, 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* 5, no. 1 (2023): 714-720.

<sup>4</sup> Collier, Ben, 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* 32, no. 1 (2022): 103-124.

<sup>5</sup> Anwar, Azhar Rahadiyan, and Inosentius Samsul. "Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods." *Legal Brief* 11, no. 6 (2023): 3493-3504.

<sup>6</sup> Husnutdinovna, Abdurakhmanova Nodirahan. "DEVELOPMENT OF LEGAL CONSCIOUSNESS AND CULTURE OF YOUNG PEOPLE." *Modern American Journal of Medical and Health Sciences* 1, no. 2 (2025): 156-167.

<sup>7</sup> Widiarty, Wiwik Sri, Suwarno Suwarno, Dhaniswara K. Harjono, and Hendra Susanto. "Consumer protection laws in Indonesian commercial transactions: safeguarding business transactions and consumer rights." *Journal of Law and Sustainable Development* 12, no. 1 (2024): 1-16.

violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. This discrepancy reflects the classic problem between *das sollen* (what the law ought to be) and *das sein* (the actual implementation in practice), where ideal legal provisions fail to manifest due to systemic and cultural barriers. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago,<sup>8</sup> for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar<sup>9</sup> examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer protection institutions in improving the effectiveness of the existing legal system. This study contributes to legal development by offering theoretical insights into the role of legal socialization in enhancing law enforcement effectiveness and practical recommendations for strengthening consumer protection frameworks. The findings support the formulation of adaptive outreach strategies and guide policymakers in aligning legal instruments with public needs and evolving consumer behavior. Thus, consumer protection will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

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<sup>8</sup> Yuwono, M. Sunandar, and Faisal Santiago. "Effectiveness of Consumer Dispute Resolution through the Consumer Dispute Resolution Agency (BPSK)." *Journal of Multidisciplinary Sustainability Asean* 1, no. 6 (2024): 475-489.

<sup>9</sup> Chawla, Neelam, and Basanta Kumar. "E-commerce and consumer protection in India: the emerging trend." *Journal of Business Ethics* 180, no. 2 (2022): 581-604.

## 2. Literature Review

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). This law serves as the primary legal basis for ensuring legal certainty, improving the quality of goods and services, and promoting public legal awareness.<sup>10</sup> However, the implementation of this law still faces serious challenges, one of which is the low effectiveness of law enforcement, which is largely influenced by a lack of public awareness of the substance of applicable laws.<sup>11</sup>

This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna<sup>12</sup> explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim,<sup>13</sup> who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al.,<sup>14</sup> Article 3 of the Consumer Protection Law explicitly states that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves. Therefore, outreach activities should not be merely normative but also transformative that is, capable of positively changing public attitudes and legal behavior.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh<sup>15</sup> found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product

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<sup>10</sup> Panggabean, Herman Daud, 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* 5, no. 1 (2023): 714-720.

<sup>11</sup> Collier, Ben, 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* 32, no. 1 (2022): 103-124.

<sup>12</sup> Husnutdinovna, Abdurakhmanova Nodirahan. "Development Of Legal Consciousness and Culture of Young People." *Modern American Journal of Medical and Health Sciences* 1, no. 2 (2025): 156-167.

<sup>13</sup> Widiarty, Wiwik Sri, 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* 40, no. 2 (2024): 134-152.

<sup>14</sup> Fibrianti, Nurul, 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." *JILS* 8 (2023): 1267.

<sup>15</sup> Matnuh, H. "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia." *Journal of Consumer Policy* 44, no. 3 (2021): 483-495.

information, and violations of consumer rights. Similarly, Syam et al<sup>16</sup> stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti<sup>17</sup> shows that online transactions increase the opportunity for consumer violations, primarily due to weak social control and a lack of accurate information for consumers. Kleygrewe et al<sup>18</sup> even suggest the need for a new approach to legal outreach relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez<sup>19</sup> emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al<sup>20</sup> add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### 3. Research Method

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms, specifically regarding the influence of the socialization of the Consumer Protection Law on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of

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<sup>16</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

<sup>17</sup> Ungureanu, Paula, and Fabiola Bertolotti. "Backing up emergency teams in healthcare and law enforcement organizations: Strategies to socialize newcomers in the time of COVID-19." In *COVID-19*, pp. 56-69. Routledge, 2022.

<sup>18</sup> Kleygrewe, Lisanne, Raoul RD Oudejans, Matthijs Koedijk, and R. I. Hutter. "Police training in practice: Organization and delivery according to European law enforcement agencies." *Frontiers in psychology* 12 (2022): 798067.

<sup>19</sup> Manjarrez Jr, Victor M. "Change in the organization socialization of a basic law enforcement academy: how supervisors cope." *Police Practice and Research* 22, no. 1 (2021): 777-792.

<sup>20</sup> Rahayu et al. (2020)

consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia. The reasoning method used in this study is deductive, by applying general legal norms to specific implementation practices.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## **4. Result and Discussion**

### **4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness**

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers.<sup>21</sup> In its implementation, dissemination is a strategic element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly states that one of the goals of consumer protection is to increase consumer awareness to protect themselves.<sup>22</sup>

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<sup>21</sup> Mahanani, Anajeng Esri Edhi, Firza Prima Aditiawan, and Teddy Prima Anggriawan. "Strengthening Community Legal Awareness Toward Consumer Protection Laws Through the Utilization of Information Technology." *Nusantara Science and Technology Proceedings* (2021): 241-246.

<sup>22</sup> Fibrianti, Nurul, 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." *JILS* 8 (2023): 1267.



Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim<sup>23</sup> the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al<sup>24</sup> who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful.<sup>25</sup>

Research by Matnuh<sup>26</sup> supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information.<sup>27</sup> In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan<sup>28</sup> states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

#### **4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges**

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez<sup>29</sup> noted that at the beginning of the enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al<sup>30</sup>

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<sup>23</sup> Widiarty, Wiwik Sri, 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* 40, no. 2 (2024): 134-152.

<sup>24</sup> Bashir, Sobia, Abdus Samad Khan, and Faisal Shahzad Khan. "The role of consumer education in strengthening consumer protection laws." *Pakistan Journal of Social Research* 5, no. 02 (2023): 85-92.

<sup>25</sup> Lubis, Arief Fahmi, and Hayu Lusianawati. "Analysis of the Impact of Legal Socialization and Legal Awareness on Reporting Compliance of Child Abuse Cases in Jakarta." *Sciences du Nord Humanities and Social Sciences* 1, no. 02 (2024): 61-68.

<sup>26</sup> Matnuh, H. "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia." *Journal of Consumer Policy* 44, no. 3 (2021): 483-495.

<sup>27</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

<sup>28</sup> Hermawan, Agus. "Consumer protection perception of halal food products in Indonesia." *KnE Social Sciences* (2020): 235-246.

<sup>29</sup> Manjarrez Jr, Victor M. "Change in the organization socialization of a basic law enforcement academy: how supervisors cope." *Police Practice and Research* 22, no. 1 (2021): 777-792.

<sup>30</sup> Rahayu et al. (2020)



divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti<sup>31</sup> on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector,<sup>32</sup> is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al<sup>33</sup> found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be adapted to the digital realm to address the challenges of online transactions that often result in consumer rights violations. Kleygrewe et al<sup>34</sup> even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws.<sup>35</sup> Nevertheless, various studies have shown

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<sup>31</sup> Ungureanu, Paula, and Fabiola Bertolotti. "Backing up emergency teams in healthcare and law enforcement organizations: Strategies to socialize newcomers in the time of COVID-19." In *COVID-19*, pp. 56-69. Routledge, 2022.

<sup>32</sup> Trinkner, Rick, and Michael D. Reisig. "Celebrating 50 years of legal socialization." *Journal of Social Issues* 77, no. 2 (2021): 281-290.

<sup>33</sup> Granot, Yael, Tom R. Tyler, and Allison Durkin. "Legal socialization during adolescence: The emerging role of school resource officers." *Journal of Social Issues* 77, no. 2 (2021): 414-436.

<sup>34</sup> Kleygrewe, Lisanne, Raoul RD Oudejans, Matthijs Koedijk, and R. I. Hutter. "Police training in practice: Organization and delivery according to European law enforcement agencies." *Frontiers in psychology* 12 (2022): 798067.

<sup>35</sup> Barak-Corren, Netta, and Lotem Perry-Hazan. "Bidirectional legal socialization and the boundaries of law: The case of enclave communities' compliance with COVID-19 regulations." *Journal of Social Issues* 77, no. 2 (2021): 631-662.

that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López et al<sup>36</sup> revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms,<sup>37</sup> social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in building a strong, inclusive, and sustainable consumer protection ecosystem.<sup>38</sup>

## **5. Conclusion**

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

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<sup>36</sup> López-Cabarcos, María Ángeles, Analía López-Carballeira, and Carlos Ferro-Soto. "How to prevent hostile behaviors and emotional exhaustion among law enforcement professionals: The negative spiral of role conflict." *International Journal of Environmental Research and Public Health* 20, no. 1 (2023): 863.

<sup>37</sup> Nugmanovna, Mahmudova Aziza. "The place and significance of social and legal control in the legal socialization of the individual in civil society." *Asian Journal of Research in Social Sciences and Humanities* 12, no. 2 (2022): 21-33.

<sup>38</sup> Kupchik, Aaron, F. Chris Curran, Benjamin W. Fisher, and Samantha L. Viano. "Police ambassadors: Student-police interactions in school and legal socialization." *Law & Society Review* 54, no. 2 (2020): 391-422.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade. Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

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# The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study

## Abstract

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. The socialization of the Consumer Protection Law significantly contributes to raising public legal awareness by informing citizens of their rights and obligations. It also motivates business actors to comply with legal standards and empowers consumers to actively assert their rights when violations occur, thereby strengthening the overall effectiveness of consumer protection enforcement. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Business Actor Compliance, Consumer Protection, Consumer Rights, Law Number 8 of 1999, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

## 1. Introduction

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy.<sup>1</sup> However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms.<sup>2</sup> This vulnerability makes consumers vulnerable

<sup>1</sup> Matyushok, V., Vera Krasavina, V., Berezin, A., & Sendra Garcia, J. (2021). The global economy in technological transformation conditions: A review of modern trends. *Economic Research-Ekonomska Istraživanja*, 34(1), 1471-1497.

<sup>2</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions.<sup>3</sup> However, the implementation of consumer protection laws still faces various obstacles in the field. One major obstacle is the weak effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al.,<sup>4</sup> one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law.<sup>5</sup> As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna<sup>6</sup> stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights.<sup>7</sup> Current data and observations highlight those violations of consumer rights continue to rise annually, especially in sectors such as online retail, food safety, and health services. Despite this increase, legal recourse and complaint mechanisms are underutilized,

<sup>3</sup> Panggabean, Herman Daud, 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* 5, no. 1 (2023): 714-720.

<sup>4</sup> Collier, Ben, Daniel R. Thomas, Richard Clayton, Alice Hutchings, and Yi Ting Chua. "Influence, infrastructure, and recentering cybercrime policing: Evaluating emerging approaches to online law enforcement through a market for cybercrime services." *Policing and Society* 32, no. 1 (2022): 103-124.

<sup>5</sup> Anwar, Azhar Rahadiyan, and Inosentius Samsul. "Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods." *Legal Brief* 11, no. 6 (2023): 3493-3504.

<sup>6</sup> Husnutdinovna, Abdurakhmanova Nodirahan. "DEVELOPMENT OF LEGAL CONSCIOUSNESS AND CULTURE OF YOUNG PEOPLE." *Modern American Journal of Medical and Health Sciences* 1, no. 2 (2025): 156-167.

<sup>7</sup> Widiarty, Wiwik Sri, Suwarno Suwarno, Dhaniswara K. Harjono, and Hendra Susanto. "Consumer protection laws in Indonesian commercial transactions: safeguarding business transactions and consumer rights." *Journal of Law and Sustainable Development* 12, no. 1 (2024): 1-16.



indicating a disconnection between consumers' awareness and their actual behavior in asserting legal rights. As a result, the number of consumer complaints against business actors remains low, even though cases of violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. This discrepancy reflects the classic problem between *das sollen* (what the law ought to be) and *das sein* (the actual implementation in practice), where ideal legal provisions fail to manifest due to systemic and cultural barriers. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago,<sup>8</sup> for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar<sup>9</sup> examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer protection institutions in improving the effectiveness of the existing legal system. This study contributes to legal development by offering theoretical insights into the role of legal socialization in enhancing law enforcement effectiveness and practical recommendations for strengthening consumer protection frameworks. The findings support the formulation of adaptive outreach strategies and guide policymakers in aligning legal instruments with public needs and

<sup>8</sup> Yuwono, M. Sunandar, and Faisal Santiago. "Effectiveness of Consumer Dispute Resolution through the Consumer Dispute Resolution Agency (BPSK)." *Journal of Multidisciplinary Sustainability Asean* 1, no. 6 (2024): 475-489.

<sup>9</sup> Chawla, Neelam, and Basanta Kumar. "E-commerce and consumer protection in India: the emerging trend." *Journal of Business Ethics* 180, no. 2 (2022): 581-604.

evolving **consumer** behavior. Thus, consumer **protection** will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

## 2. Literature Review

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, **consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK)**. This law serves as the primary legal basis for ensuring legal certainty, improving **the quality of goods and services, and promoting public legal awareness**.<sup>10</sup> However, the implementation of this law still faces serious challenges, one of which is the low **effectiveness of law enforcement**, which is largely **influenced by a lack of public awareness** of the substance of applicable laws.<sup>11</sup>

This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna<sup>12</sup> explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim,<sup>13</sup> who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al,<sup>14</sup> Article 3 **of the Consumer Protection Law** explicitly states **that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves**. Therefore, outreach activities should not be merely normative but also transformative that is, capable of positively changing public attitudes and legal behavior.

<sup>10</sup> Panggabean, Herman Daud, 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* 5, no. 1 (2023): 714-720.

<sup>11</sup> Collier, Ben, Daniel R. Thomas, Richard Clayton, Alice Hutchings, and Yi Ting Chua. "Influence, infrastructure, and recentering cybercrime policing: Evaluating emerging approaches to online law enforcement through a market for cybercrime services." *Policing and Society* 32, no. 1 (2022): 103-124.

<sup>12</sup> Husnutdinovna, Abdurakhmanova Nodirahan. "Development Of Legal Consciousness and Culture of Young People." *Modern American Journal of Medical and Health Sciences* 1, no. 2 (2025): 156-167.

<sup>13</sup> Widiarty, Wiwik Sri, 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* 40, no. 2 (2024): 134-152.

<sup>14</sup> Fibrianti, Nurul, 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." *JILS* 8 (2023): 1267.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh<sup>15</sup> found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product information, and violations of consumer rights. Similarly, Syam et al<sup>16</sup> stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti<sup>17</sup> shows that online transactions increase the opportunity for consumer violations, primarily due to weak social control and a lack of accurate information for consumers. Kleygrewe et al<sup>18</sup> even suggest the need for a new approach to legal outreach relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez<sup>19</sup> emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al<sup>20</sup> add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### 3. Research Method

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms,

<sup>15</sup> Matnuh, H. "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia." *Journal of Consumer Policy* 44, no. 3 (2021): 483-495.

<sup>16</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

<sup>17</sup> Ungureanu, Paula, and Fabiola Bertolotti. "Backing up emergency teams in healthcare and law enforcement organizations: Strategies to socialize newcomers in the time of COVID-19." *In COVID-19*, pp. 56-69. Routledge, 2022.

<sup>18</sup> Kleygrewe, Lisanne, Raoul RD Oudejans, Matthijs Koedijk, and R. I. Hutter. "Police training in practice: Organization and delivery according to European law enforcement agencies." *Frontiers in psychology* 12 (2022): 798067.

<sup>19</sup> Manjarrez Jr, Victor M. "Change in the organization socialization of a basic law enforcement academy: how supervisors cope." *Police Practice and Research* 22, no. 1 (2021): 777-792.

<sup>20</sup> Rahayu et al. (2020)

specifically regarding the influence of the socialization of the Consumer Protection Law on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia. The reasoning method used in this study is deductive, by applying general legal norms to specific implementation practices.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## 4. Result and Discussion

### 4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers.<sup>21</sup> In its implementation, dissemination is a strategic

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<sup>21</sup> Mahanani, Anajeng Esri Edhi, Firza Prima Aditiawan, and Teddy Prima Anggriawan. "Strengthening Community Legal Awareness Toward Consumer Protection Laws Through the Utilization of Information Technology." *Nusantara Science and Technology Proceedings* (2021): 241-246.

element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly states that one of the goals of consumer protection is to increase consumer awareness to protect themselves.<sup>22</sup>

Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim<sup>23</sup> the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al<sup>24</sup> who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful.<sup>25</sup>

Research by Matnuh<sup>26</sup> supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information.<sup>27</sup> In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan<sup>28</sup> states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

<sup>22</sup> Fibrianti, Nurul, 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." *JILS* 8 (2023): 1267.

<sup>23</sup> Widiarty, Wiwik Sri, 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* 40, no. 2 (2024): 134-152.

<sup>24</sup> Bashir, Sobia, Abdus Samad Khan, and Faisal Shahzad Khan. "The role of consumer education in strengthening consumer protection laws." *Pakistan Journal of Social Research* 5, no. 02 (2023): 85-92.

<sup>25</sup> Lubis, Arief Fahmi, and Hayu Lusianawati. "Analysis of the Impact of Legal Socialization and Legal Awareness on Reporting Compliance of Child Abuse Cases in Jakarta." *Sciences du Nord Humanities and Social Sciences* 1, no. 02 (2024): 61-68.

<sup>26</sup> Matnuh, H. "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia." *Journal of Consumer Policy* 44, no. 3 (2021): 483-495.

<sup>27</sup> Syam, Misnar, Ismansyah Ismansyah, Busyra Azheri, and Muhammad Hasbi. "Consumer protection enforcement law characteristics on civil law aspects in Indonesia." *Linguistics and Culture Review* 5, no. S2 (2021): 1471-1481.

<sup>28</sup> Hermawan, Agus. "Consumer protection perception of halal food products in Indonesia." *KnE Social Sciences* (2020): 235-246.



## 4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez<sup>29</sup> noted that at the beginning of the enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al<sup>30</sup> divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti<sup>31</sup> on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector,<sup>32</sup> is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al<sup>33</sup> found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be adapted to the digital realm to address the challenges of online transactions that often result in consumer rights

<sup>29</sup> Manjarrez Jr, Victor M. "Change in the organization socialization of a basic law enforcement academy: how supervisors cope." *Police Practice and Research* 22, no. 1 (2021): 777-792.

<sup>30</sup> Rahayu et al. (2020)

<sup>31</sup> Ungureanu, Paula, and Fabiola Bertolotti. "Backing up emergency teams in healthcare and law enforcement organizations: Strategies to socialize newcomers in the time of COVID-19." *In COVID-19*, pp. 56-69. Routledge, 2022.

<sup>32</sup> Trinkner, Rick, and Michael D. Reisig. "Celebrating 50 years of legal socialization." *Journal of Social Issues* 77, no. 2 (2021): 281-290.

<sup>33</sup> Granot, Yael, Tom R. Tyler, and Allison Durkin. "Legal socialization during adolescence: The emerging role of school resource officers." *Journal of Social Issues* 77, no. 2 (2021): 414-436.

violations. Kleygrewe et al<sup>34</sup> even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws.<sup>35</sup> Nevertheless, various studies have shown that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López et al<sup>36</sup> revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms,<sup>37</sup> social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in building a strong, inclusive, and sustainable consumer protection ecosystem.<sup>38</sup>

<sup>34</sup> Kleygrewe, Lisanne, Raoul RD Oudejans, Matthijs Koedijk, and R. I. Hutter. "Police training in practice: Organization and delivery according to European law enforcement agencies." *Frontiers in psychology* 12 (2022): 798067.

<sup>35</sup> Barak-Corren, Netta, and Lotem Perry-Hazan. "Bidirectional legal socialization and the boundaries of law: The case of enclave communities' compliance with COVID-19 regulations." *Journal of Social Issues* 77, no. 2 (2021): 631-662.

<sup>36</sup> López-Cabarcos, María Ángeles, Analía López-Carballeira, and Carlos Ferro-Soto. "How to prevent hostile behaviors and emotional exhaustion among law enforcement professionals: The negative spiral of role conflict." *International Journal of Environmental Research and Public Health* 20, no. 1 (2023): 863.

<sup>37</sup> Nugmanovna, Mahmudova Aziza. "The place and significance of social and legal control in the legal socialization of the individual in civil society." *Asian Journal of Research in Social Sciences and Humanities* 12, no. 2 (2022): 21-33.

<sup>38</sup> Kupchik, Aaron, F. Chris Curran, Benjamin W. Fisher, and Samantha L. Viano. "Police ambassadors: Student-police interactions in school and legal socialization." *Law & Society Review* 54, no. 2 (2020): 391-422.

## 5. Conclusion

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade. Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

## Reverences

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**Resubmitted Revised II**

# **The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study**

## **Abstract**

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. The socialization of the Consumer Protection Law significantly contributes to raising public legal awareness by informing citizens of their rights and obligations. It also motivates business actors to comply with legal standards and empowers consumers to actively assert their rights when violations occur, thereby strengthening the overall effectiveness of consumer protection enforcement. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Business Actor Compliance, Consumer Protection, Consumer Rights, Law Number 8 of 1999, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

## **1. Introduction**

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy (Matyushok et al., 2021). However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms (Syam et al., 2021). This vulnerability makes consumers susceptible to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions (Panggabean & Badriyah, 2023). However, the implementation of consumer protection laws still faces various obstacles in practice. One major obstacle is the weak

effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al. (2022), one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law (Anwar & Samsul, 2023). As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna (2025) stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights (Widiarty et al., 2024). Current data and observations highlight that violations of consumer rights continue to rise annually, especially in sectors such as online retail, food safety, and health services. Despite this increase, legal recourse and complaint mechanisms are underutilized, indicating a disconnection between consumers' awareness and their actual behavior in asserting legal rights.

As a result, the number of consumer complaints against business actors remains low, even though cases of violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. This discrepancy reflects the classic problem between *das sollen* (what the law ought to be) and *das sein* (the actual implementation in practice), where ideal legal provisions fail to manifest due to systemic and cultural barriers. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago (2024), for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar (2022) examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal

awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer protection institutions in improving the effectiveness of the existing legal system. This study contributes to legal development by offering theoretical insights into the role of legal socialization in enhancing law enforcement effectiveness and practical recommendations for strengthening consumer protection frameworks. The findings support the formulation of adaptive outreach strategies and guide policymakers in aligning legal instruments with public needs and evolving consumer behavior. Thus, consumer protection will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

## **2. Literature Review**

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). This law serves as the primary legal basis for ensuring legal certainty, improving the quality of goods and services, and promoting public legal awareness (Panggabean & Badriyah, 2023). However, the implementation of this law still faces serious challenges, one of which is the low effectiveness of law enforcement, which is largely influenced by a lack of public awareness of the substance of applicable laws (Collier et al., 2022).

This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna (2025) explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim (2024), who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al. (2023), Article 3 of the Consumer Protection Law explicitly states that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves. Therefore, outreach activities should not be merely normative but also

transformative, that is, capable of positively changing public attitudes and legal behavior.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh (2021) found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product information, and violations of consumer rights. Similarly, Syam et al. (2021) stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti (2022) shows that online transactions increase the opportunity for consumer violations, primarily due to weak social control and a lack of accurate information for consumers. Kleygrewe et al. (2022) even suggest the need for a new approach to legal outreach relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez (2021) emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al. (2020) add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### **3. Research Method**

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms, specifically regarding the influence of the socialization of the Consumer Protection Law on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia. The reasoning method used in this study is deductive, by applying general legal norms to specific implementation practices.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## **4. Result and Discussion**

### **4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness**

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers (Mahanani et al., 2021). In its implementation, dissemination is a strategic element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly states that one of the goals of consumer protection is to increase consumer awareness to protect themselves (Fibrianti et al., 2023).

Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim (2024), the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al. (2023), who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful (Lubis & Lusianawati, 2024).



Research by Matnuh (2021) supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information. Similarly, Syam et al. (2021) revealed that enforcement of consumer protection laws in Indonesia is still weak from the perspective of civil law. In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan (2020) states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

#### **4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges**

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez (2021) noted that at the beginning of the enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al. (2020) divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti (2022) on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector (Trinkner & Reisig, 2021), is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al. (2021) found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be

adapted to the digital realm to address the challenges of online transactions that often result in consumer rights violations. Kleygrewe et al. (2022) even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws (Barak-Corren & Perry-Hazan, 2021). Nevertheless, various studies have shown that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López-Cabarcos et al. (2023) revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms (Nugmanovna, 2022), social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in building a strong, inclusive, and sustainable consumer protection ecosystem (Kupchik et al., 2020).

## **5. Conclusion**

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle

disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade. Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

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# The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study

## Abstract

Consumer protection is a crucial aspect of the modern economic system, but the effectiveness of law enforcement in Indonesia is still hampered by low public legal awareness. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of consumers and business actors, but minimal legal socialization results in low consumer participation in claiming their rights. This study aims to analyze the influence of the socialization of the Consumer Protection Law on the effectiveness of law enforcement in Indonesia and identify the strategic role of socialization in increasing public legal awareness. The study uses a qualitative approach with normative legal methods, analyzing legislation, literature, and related legal documents through descriptive analytical analysis techniques. The socialization of the Consumer Protection Law significantly contributes to raising public legal awareness by informing citizens of their rights and obligations. It also motivates business actors to comply with legal standards and empowers consumers to actively assert their rights when violations occur, thereby strengthening the overall effectiveness of consumer protection enforcement. However, challenges such as limited socialization reach, particularly in remote areas, and a lack of adaptation to the digital context hinder its effectiveness. A multisectoral approach and digitalization of socialization are recommended to improve law enforcement.

**Keywords:** Business Actor Compliance, Consumer Protection, Consumer Rights, Law Number 8 of 1999, Legal Socialization, Legal Awareness, Law Enforcement, Consumer Protection Law.

## 1. Introduction

Consumer protection is a crucial aspect in ensuring the sustainability of a modern, equitable economic system. In the era of globalization and rapid development of the trade sector, consumers play a vital role as the primary driver of the economy (Matyushok et al., 2021). However, consumers tend to be weaker than businesses, both in terms of information, bargaining power, and access to legal mechanisms (Syam et al., 2021). This vulnerability makes consumers susceptible to detrimental business practices, such as fraud, misleading information, substandard product quality, and failure to obtain compensation.

To address these challenges, Indonesia has a legal framework in the form of Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates the rights and obligations of consumers and businesses but also establishes a dispute resolution

mechanism through the Consumer Dispute Resolution Agency (BPSK) and strengthens the role of the government and consumer protection institutions (Panggabean & Badriyah, 2023). However, the implementation of consumer protection laws still faces various obstacles in practice. One major obstacle is the weak effectiveness of law enforcement, which should be the last line of defense in protecting consumers from unfair practices.

According to Collier et al. (2022), one factor contributing to the low effectiveness of law enforcement is the continued lack of legal awareness among consumers. Many people do not understand their basic rights as consumers or the obligations of business actors protected by law (Anwar & Samsul, 2023). As a result, when violations occur, many consumers choose to remain silent or do not know where to report them. This lack of understanding underscores the importance of preventive measures in the form of comprehensive and ongoing dissemination of the Consumer Protection Law. Husnutdinovna (2025) stated that dissemination plays a strategic role in fostering legal awareness, encouraging the courage to report, and strengthening the legal culture within society.

Unfortunately, dissemination of consumer protection law in Indonesia remains uneven and not systematically integrated. Dissemination activities carried out by the government, non-governmental organizations, and business actors have not reached all levels of society, especially in remote areas. The content of socialization campaigns is often normative and fails to mobilize active public participation in protecting their rights (Widiarty et al., 2024). Current data and observations highlight that violations of consumer rights continue to rise annually, especially in sectors such as online retail, food safety, and health services. Despite this increase, legal recourse and complaint mechanisms are underutilized, indicating a disconnection between consumers' awareness and their actual behavior in asserting legal rights.

As a result, the number of consumer complaints against business actors remains low, even though cases of violations continue to increase year after year. Consumers' lack of understanding of complaint mechanisms and weak trust in dispute resolution institutions further exacerbate this situation. This phenomenon demonstrates a gap between the substance of the law and the social reality of society. This discrepancy reflects the classic problem between *das sollen* (what the law ought to be) and *das sein* (the actual implementation in practice), where ideal legal provisions fail to manifest due to systemic and cultural barriers. In the context of consumer protection, the effectiveness of the law depends heavily on consumers' understanding, participation, and courage in exercising their rights. This highlights the importance of further examining the impact of socialization of the Consumer Protection Law on the effectiveness of law enforcement.

Several previous studies have focused more on consumer satisfaction with dispute resolution services, the role of the Consumer Protection Agency (BPSK) in resolving

cases, or the effectiveness of the legal system in general. Research by Yuwono and Santiago (2024), for example, highlights the effectiveness of the BPSK in resolving consumer disputes, but does not specifically address the factors underlying consumer participation in legal socialization. Meanwhile, a study by Chawla and Kumar (2022) examined the level of public satisfaction with consumer protection in the e-commerce sector, but failed to link it to the extent to which legal awareness campaigns influenced these perceptions. This indicates a gap in research regarding the direct relationship between the intensity and quality of legal awareness campaigns and the effectiveness of enforcement of the Consumer Protection Law.

Therefore, this study aims to analyze in depth how the dissemination of the Consumer Protection Law influences the effectiveness of law enforcement in Indonesia. It also aims to identify the strategic role of the legal information dissemination process in increasing consumer understanding and awareness. The results of this study are expected to provide practical contributions in formulating more targeted outreach strategies and provide input for the government and consumer protection institutions in improving the effectiveness of the existing legal system. This study contributes to legal development by offering theoretical insights into the role of legal socialization in enhancing law enforcement effectiveness and practical recommendations for strengthening consumer protection frameworks. The findings support the formulation of adaptive outreach strategies and guide policymakers in aligning legal instruments with public needs and evolving consumer behavior. Thus, consumer protection will not only become a written legal norm but also an integral part of the legal awareness culture of Indonesian society.

## 2. Literature Review

Consumer protection has become a central issue in the modern economic system, which emphasizes the balance between consumer and business interests. In the Indonesian context, consumer protection is legally regulated through Law Number 8 of 1999 concerning Consumer Protection (UU PK). This law serves as the primary legal basis for ensuring legal certainty, improving the quality of goods and services, and promoting public legal awareness (Panggabean & Badriyah, 2023). However, the implementation of this law still faces serious challenges, one of which is the low effectiveness of law enforcement, which is largely influenced by a lack of public awareness of the substance of applicable laws (Collier et al., 2022).

This lack of awareness is largely due to weak legal outreach activities within the community. Husnutdinovna (2025) explains that legal outreach plays a crucial role in shaping public legal awareness, fostering the courage to report, and strengthening a legal culture that supports the sustainability of the law itself. Legal outreach also serves as an instrument to bridge the gap between the content of the law and the social realities faced by people in their daily lives. This aligns with the opinion of Widiarty and Fahim (2024),

who emphasized that legal effectiveness is significantly influenced by three aspects: legal content, legal structure, and legal culture.

In this context, outreach becomes a strategic medium for bridging the normative aspects of law with societal practices. According to Fibrianti et al. (2023), Article 3 of the Consumer Protection Law explicitly states that the purpose of consumer protection is to increase consumer awareness, ability, and independence in protecting themselves. Therefore, outreach activities should not be merely normative but also transformative, that is, capable of positively changing public attitudes and legal behavior.

Several previous studies have shown that legal awareness among business actors remains relatively low. Matnuh (2021) found that many business actors in Indonesia do not fully understand their obligations under the Consumer Protection Law, which ultimately leads to various violations such as fraud, inconsistencies in product information, and violations of consumer rights. Similarly, Syam et al. (2021) stated that the characteristics of consumer protection law enforcement in Indonesia remain weak from a civil perspective, as many consumers are reluctant to file lawsuits or utilize existing dispute resolution mechanisms. In the e-commerce sector, the problem becomes even more complex. Research by Ungureanu and Bertolotti (2022) shows that online transactions increase the opportunity for consumer violations, primarily due to weak social control and a lack of accurate information for consumers. Kleygrewe et al. (2022) even suggest the need for a new approach to legal outreach relevant to the digital era, including the use of social media, web-based applications, and widely accessible interactive platforms.

The literature also highlights the importance of outreach to law enforcement officials. Manjarrez (2021) emphasizes that officers' understanding of the Consumer Protection Law is crucial for the fair and expeditious dispute resolution process. Rahayu et al. (2020) add that legal protection must encompass two main aspects: preventive and repressive. Socialization plays a role in both: as a tool to prevent violations through education, and as a foundation for strengthening the capabilities of law enforcement officers in handling cases. From this literature review, it can be concluded that there is a close relationship between the intensity and quality of socialization of the Consumer Protection Law and the success of consumer protection law enforcement. Lack of attention to this aspect can hamper efforts to create an inclusive, responsive, and pro-consumer legal system. Therefore, a comprehensive and contextual socialization approach is essential for the consumer protection reform agenda in Indonesia.

### 3. Research Method

This research uses a qualitative approach with a normative legal approach. This approach was chosen because the research focus is on analyzing applicable legal norms, specifically regarding the influence of the socialization of the Consumer Protection Law

on the effectiveness of its enforcement in Indonesia. Normative legal research examines law as a system of norms; therefore, the analysis is conducted on relevant legislation, doctrines, and other legal materials. This research aims to examine how the norms in Law No. 8 of 1999 concerning Consumer Protection are socialized and to what extent they influence the implementation and effectiveness of consumer protection law enforcement. Therefore, the research focuses on examining the law's content, legal theories, and its implementation practices within the context of positive law in Indonesia. The reasoning method used in this study is deductive, by applying general legal norms to specific implementation practices.

The data sources used in this study consist of primary and secondary data. Primary data comes from statutory provisions, specifically Law No. 8 of 1999 concerning Consumer Protection, which serves as the primary legal basis for protecting the rights and obligations of consumers and business actors. This law also serves as the basis for analysis in assessing the extent to which socialization activities influence public understanding and awareness of consumer protection law. Meanwhile, secondary data was obtained through literature review, including various books, academic journals, scientific articles, papers, and other relevant legal documents. This secondary data serves to strengthen the analysis of legal substance, implementation context, and findings from various previous studies related to consumer protection and legal effectiveness.

The data analysis technique used was descriptive analytical, which systematically described relevant laws and regulations and legal literature, then analyzed them to draw conclusions regarding the relationship between legal socialization and the effectiveness of law enforcement. The analysis was conducted by interpreting applicable legal provisions, evaluating their implementation in practice, and assessing the impact of socialization on the level of consumer awareness and participation in asserting their legal rights.

## 4. Result and Discussion

### 4.1 Socialization of the Consumer Protection Law as an Instrument of Legal Awareness

The dissemination of the Consumer Protection Law (PK Law) has a significant impact on the effectiveness of consumer protection law enforcement in Indonesia, as confirmed by various experts and reinforced by recent research findings. Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal basis for providing certainty and protection to consumers (Mahanani et al., 2021). In its implementation, dissemination is a strategic element in bridging the substance of the law with practical public understanding. The goal of this dissemination is not merely to provide information but also to foster awareness, capacity, and independence of consumers and business actors in understanding their rights and obligations. Article 3 of the PK Law explicitly



states that one of the goals of consumer protection is to increase consumer awareness to protect themselves (Fibrianti et al., 2023).

Low legal awareness among the public is a major obstacle to the law enforcement process. According to Widiarty and Fahim (2024), the effectiveness of consumer protection law depends heavily on three main pillars: the content of the law, the structure of the law, and the culture of law. In this context, socialization plays a crucial role in shaping a legal culture that supports regulatory compliance. This view aligns with Bashir et al. (2023), who emphasize that the law cannot be effectively enforced without public understanding of applicable provisions. When consumers are aware of their rights, such as the right to correct information, compensation, and dispute resolution, and businesses understand their legal obligations, law enforcement efforts will be more effective and meaningful (Lubis & Lusianawati, 2024).

Research by Matnuh (2021) supports this view by showing that businesses' legal awareness of the Consumer Protection Law remains relatively low. This leads to various forms of consumer violations, such as product mismatches with promised information. Similarly, Syam et al. (2021) revealed that enforcement of consumer protection laws in Indonesia is still weak from the perspective of civil law. In this context, intensive socialization can serve as a preventative tool to reduce the rate of legal violations by increasing businesses' understanding and compliance with applicable provisions. Furthermore, Hermawan (2020) states that socialization also plays a crucial role in empowering consumers to move beyond passively accepting market treatment to actively asserting their legal rights.

#### **4.2 The Role of Socialization in Law Enforcement Structures and Implementation Challenges**

The dissemination of the Consumer Protection Law is not only aimed at consumers and businesses, but also at law enforcement officials such as judges, prosecutors, and the police. Manjarrez (2021) noted that at the beginning of the enactment of the Consumer Protection Law, the Indonesian Consumer Protection Foundation (YLKI) actively provided training to law enforcement officials to understand the characteristics and procedures for handling consumer protection cases. This effort is a crucial part of strengthening the legal structure so that enforcement can be carried out more consistently and responsively. From a legal perspective, Rahayu et al. (2020) divide legal protection into two forms: preventive protection (to prevent disputes) and repressive (to resolve disputes). Dissemination plays a dual role in both forms of protection, both by providing education to prevent legal violations such as fraud in e-commerce and by improving the ability of law enforcement officials to handle disputes fairly.

Research by Ungureanu and Bertolotti (2022) on consumer protection in e-commerce transactions shows that the lack of dissemination of the Consumer Protection Law makes the existing regulations ineffective in preventing fraudulent practices in electronic

transactions. Businesses tend to ignore legal provisions, such as the obligation to provide honest and accurate information, due to weak social control fueled by low public legal awareness. In this regard, more targeted outreach, adaptive to the digital context, and reaching the informal sector (Trinkner & Reisig, 2021), is considered capable of increasing compliance with applicable legal provisions.

However, the effectiveness of outreach faces several challenges in the field. One major obstacle is the limited reach of outreach activities, especially to small businesses and communities in remote areas. Research by Granot et al. (2021) found that supervision of food and beverage products in Pekanbaru remains very weak, due to a lack of understanding among small businesses, such as home industries, about the obligation to include important information such as expiration dates. Furthermore, rapid technological developments also demand a more relevant outreach approach. In the context of e-commerce, outreach for the Consumer Protection Law needs to be adapted to the digital realm to address the challenges of online transactions that often result in consumer rights violations. Kleygrewe et al. (2022) even suggested the importance of revising the Consumer Protection Law to adapt to new challenges in the digital era, including strengthening protection against addictive products such as cigarettes or illegal goods circulating online.

The legal culture of Indonesian society, which still tends to be passive and permissive towards legal violations, poses a particular challenge to the success of outreach programs. The imbalance in the distribution of legal information between urban and rural areas exacerbates this situation, resulting in uneven and unfair enforcement of consumer protection laws (Barak-Corren & Perry-Hazan, 2021). Nevertheless, various studies have shown that effective outreach programs can have a positive impact on increasing business compliance and consumer empowerment. Research by López-Cabarcos et al. (2023) revealed that outreach regarding the obligation to provide accurate information from the perspective of Islamic law and the Consumer Protection Law can reduce misleading promotional practices by businesses. Consumers who understand their rights, such as the right to compensation for defective or non-conforming goods (Article 4 letter h of the Consumer Protection Law), will also be more willing to file complaints through the Consumer Dispute Resolution Agency (BPSK) or other legal forums.

In closing, experts and research suggest several recommendations to improve the effectiveness of the outreach program for the Consumer Protection Law. One of these is the need to expand the reach of outreach through digital platforms (Nugmanovna, 2022), social media, and mobile applications that are easily accessible to consumers from all walks of life. Revisions to the Consumer Protection Law are also crucial to ensure legal norms remain relevant to current developments and new challenges in the world of commerce. Finally, a multisectoral approach involving the government, consumer protection agencies, businesses, and the private sector is considered a key strategy in



building a strong, inclusive, and sustainable consumer protection ecosystem (Kupchik et al., 2020).

## 5. Conclusion

The dissemination of Law Number 8 of 1999 concerning Consumer Protection (UU PK) plays a crucial role in increasing the effectiveness of consumer protection law enforcement in Indonesia. Through intensive dissemination, the public and businesses can understand the substance of the law, their rights, and obligations in economic activities. Dissemination not only aims to provide information but also serves as an instrument for shaping a legal culture that encourages awareness and compliance with the law.

Research findings indicate that low legal awareness remains a major obstacle to the enforcement of consumer protection laws, both at the community and business levels. Dissemination plays a dual role: as a preventative tool to prevent violations and as an educational tool that strengthens the capacity of law enforcement to handle disputes fairly and effectively. Law enforcement becomes more meaningful when officials, businesses, and consumers all understand and internalize the principles of consumer protection law.

However, the effectiveness of dissemination still faces challenges such as limited reach in remote areas, weak access to legal information among small businesses, and a lack of adaptation to developments in digital technology. In the context of electronic transactions, the lack of dissemination creates loopholes for increasingly complex consumer rights violations. Thus, it is necessary to strengthen outreach through an inclusive digital approach, increase the capacity of consumer protection institutions, and revise regulations to be more adaptive to the dynamics of modern trade. Multisectoral collaboration between the government, businesses, the public, and law enforcement agencies is key to creating a fair, effective, and sustainable consumer protection system.

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# **Peer Review Process III**

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**Major Revisions Required - #47262 [Jurnal Hukum]**

1 message

**Jurnal Hukum** <jhukum.unissula@gmail.com>

Fri, Jun 13, 2025 at 11:07 AM

To: Hulman Panjaitan &lt;hulmanpanjaitan.uki@gmail.com&gt;

Dear Author,

We have received the review reports for your manuscript entitled "**The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study**". The reviewers have stated that revisions are necessary to proceed with the publication process.

The reviewer has provided comments and suggestions for improvement that must be followed up on the document we have attached. The author is requested to revise the manuscript according to the input, and clearly mark any changes made.

Thank you for your prompt attention to this matter. We look forward to receiving your revised manuscript.

Best Regards,

Editorial Team

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# The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study

Sections	Comments to Author	Response from the Author
<b>Title</b>	<ul style="list-style-type: none"> <li>○ Title is relevant but too wordy; remove redundancies like “A Normative Legal Study.”</li> <li>○ Ensure consistent terminology (choose “socialization” or “dissemination”).</li> <li>○ Provide statute’s full citation (Law No. 8/1999) in title page or note.</li> </ul>	
<b>Abstract and Keywords</b>	<ul style="list-style-type: none"> <li>○ Restructure into Background, Aim, Method, Findings, Conclusion.</li> <li>○ Reduce keywords to 4–6 precise terms; remove overlaps.</li> </ul>	
<b>Introduction</b>	<ul style="list-style-type: none"> <li>○ Flow uneven — reorder to: global context → Indonesian case → gap → objectives.</li> <li>○ Overcitation: cluster sources thematically.</li> <li>○ Add explicit research questions/objectives.</li> <li>○ Avoid unsupported claims; cite data.</li> <li>○ Simplify jargon (<i>das sollen</i> vs. <i>das sein</i>).</li> <li>○ Define acronyms fully (e.g., BPSK).</li> </ul>	
<b>Method</b>	<ul style="list-style-type: none"> <li>○ Method is generic; specify doctrinal techniques used.</li> <li>○ Explain selection of sources (databases, timeframe, criteria).</li> <li>○ Correct terminology: statutes are “primary legal materials.”</li> <li>○ Clarify analytical technique (e.g., content analysis, deductive reasoning).</li> </ul>	
<b>Results</b>	<ul style="list-style-type: none"> <li>○ Overlaps with literature review; present original analysis instead.</li> <li>○ Engage more with provisions of Law No. 8/1999.</li> <li>○ Add examples/cases (e.g., BPSK decisions).</li> <li>○ Rephrase causal claims into contributions/correlations.</li> </ul>	
<b>Conclusion</b>	<ul style="list-style-type: none"> <li>○ Avoid repeating abstract; synthesize key findings.</li> <li>○ Make recommendations specific and actionable (who, what, indicators).</li> </ul>	
<b>Reference</b>	<ul style="list-style-type: none"> <li>○ Ensure consistent the journal style formatting.</li> <li>○ Verify all sources, especially 2025 items.</li> </ul>	

**Reviewer 2 # 47262**

**# The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study**

<b>Sections</b>	<b>Comments to Author</b>	<b>Response from the Author</b>
<b>Title</b>	The title is overly long and unfocused. It reads as a topic label rather than a research title. Shorten and sharpen.	
<b>Abstract and Keywords</b>	<p>Rewrite the abstract to avoid overstated claims and show the exact nature of the analysis (e.g., doctrinal mapping, article-by-article analysis, policy review).</p> <p>Keywords are unfocused and sometimes redundant. Limit and make them specific.</p>	
<b>Introduction</b>	<p>Composition: introduction contains long descriptive paragraphs and lacks a logical march to the research problem; shorten background material and state the research problem succinctly within 2–3 paragraphs.</p> <p>There is no clear engagement with key legal theory or literature that would justify the chosen normative approach, cite and discuss at least two foundational works on legal socialization/enforcement (e.g., legal consciousness, compliance theory).</p> <p>There are some unsupported generalizations. Phrases such as “many people do not understand their basic rights” or “violations continue to rise annually” are asserted repeatedly without citing specific statistics or sources. This weakens credibility, either provide data or tone down the claims.</p>	
<b>Method</b>	The methodological section is essentially declarative and lacks reproducibility. A normative/doctrinal study still requires a defined corpus and analytic procedure. State which documents were examined (full text of Law 8/1999, implementing regulations, official circulars, BPSK decisions, court judgments, government socialization campaigns), dates covered, and how you sampled or selected items.	

	Analytical procedure missing: describe how you extracted themes or conclusions from legal texts: was there coding, hermeneutic reading, or content analysis? Provide stepwise method.	
<b>Results</b>	<p>There are assertions of causality. The paper repeatedly implies that low socialization causes low enforcement effectiveness. This causal chain is not demonstrated. Either (a) reframe the argument to be conditional and theoretical (i.e., socialization plausibly contributes given X, Y, Z), or (b) provide empirical/documentary evidence supporting the causal link (timelines, program impact evaluations).</p> <p>It also contains circular reasoning and unsupported leaps: e.g., “socialization motivates business actors to comply” such as how? You need to explain the mechanism (legal knowledge → consumer reporting → enforcement follow-up → sanctioning → compliance) and show evidence of at least one link in the chain.</p> <p>Results read like restated literature; there are no original analytical outputs or tables/charts that would allow a reader to verify claims.</p> <p>Add a summarizing table of key outreach programs, their implementers, coverage, and documented outcomes (if available).</p>	
<b>Conclusion</b>	<p>The conclusion is largely a summary. It does not convincingly present scholarly contribution or novel policy insight. The claim that the study “contributes to legal development” is too broad.</p> <p>Remove sweeping generalizations about “increasingly complex consumer rights violations” unless they are empirically supported in the manuscript.</p>	
<b>Reference</b>	<p>Several entries (including ones dated 2025) raise concern, verify publication status and provide DOIs or URLs. If a citation is unpublished or “personal communication”, mark it as such. 2. APA errors throughout (author initials, comma placement, italics). The list must be fully consistent with the journal’s style. 3. Balance the bibliography with more peer-reviewed legal scholarship and fewer blog or non-academic reports unless necessary, if used, justify their inclusion and label as grey literature.</p>	



**General Comments:**

The topic is important, yet the paper in its current form requires substantial revision before it can be reconsidered for publication. The main concerns are conceptual, methodological, and evidentiary.

The introduction is overly descriptive and relies on unsupported generalizations, with the research problem insufficiently focused. The literature review lacks a clear conceptual framework and fails to define or operationalize key terms such as “socialization” and “effectiveness of enforcement.” The methodology is declarative rather than analytical; a normative legal study must specify the corpus of legal texts and decisions examined, the period covered, and the procedures of analysis.

The results and discussion sections largely repeat secondary literature and make causal claims without primary evidence. The conclusion reiterates earlier points without presenting a distinctive theoretical or policy contribution. References are inconsistent, and the manuscript suffers from language and terminology issues.

**Reviewer 3 # 47262**

**# The Influence of the Socialization of Law No. 8 of 1999 on the Effectiveness of Consumer Protection Law Enforcement in Indonesia: A Normative Legal Study**

Sections	Comments to Author	Response from the Author
<b>Title</b>	<ul style="list-style-type: none"><li>○ It is suggested to slightly revise, avoids “influence,” and highlights normative/legal focus, such as “Legal Socialization of Law No. 8/1999: Normative Analysis of Implementation and Enforcement in Indonesia”</li></ul>	
<b>Abstract and Keywords</b>	<ul style="list-style-type: none"><li>○ Expand abstract into structured format: Background, Aim, Methods, Key Findings, Implications.</li><li>○ Keywords should be concise (4–6 terms) and aligned with main themes.</li></ul>	
<b>Introduction</b>	<ul style="list-style-type: none"><li>○ Restructure introduction to flow: global consumer protection context → Indonesian context → research gap → research objectives.</li><li>○ Clearly define the research problem, including <i>das sein</i> vs <i>das sollen</i> distinction.</li><li>○ Add explicit research questions at the end of the section.</li></ul>	
<b>Method</b>	<ul style="list-style-type: none"><li>○ 1. Detail normative legal analysis procedures (doctrinal, comparative, historical).2. Specify primary legal materials examined (Law 8/1999, implementing regulations, BPSK decisions, court cases).3. Explain selection criteria and timeframe (e.g., 1999–2024).4. Include analytical techniques and justification for focusing on normative methods.5. Explicitly state methodological limitations.</li></ul>	
<b>Results</b>	<ul style="list-style-type: none"><li>○ Expand results to present detailed normative/legal analysis, BPSK decisions, and implementation overview; current results are too brief.</li><li>○ Integrate theoretical foundations early, citing 3–5 key international studies.</li><li>○ Group citations thematically and remove unsupported generalizations. Discuss challenges and mechanisms for strengthening consumer law enforcement.</li><li>○ Use subheadings for each major theme with a concluding remark.</li></ul>	

	<ul style="list-style-type: none"> <li>○ Support arguments with citations from domestic and international literature.</li> <li>○ Show causal/analytical pathways linking socialization to enforcement outcomes.</li> <li>○ Integrate prior research confirmation and comparative insights.</li> </ul>	
<b>Conclusion</b>	<ul style="list-style-type: none"> <li>○ Rewrite conclusion to synthesize findings across subheadings, emphasizing theoretical and practical contributions.</li> <li>○ Provide justification for policy recommendations.</li> </ul>	
<b>Reference</b>	<ul style="list-style-type: none"> <li>○ Include at least 40 references with 80% from international peer-reviewed journals.</li> <li>○ Ensure Chicago style consistency</li> </ul>	

### **General Comments:**

Ensure total manuscript word count aligns with 7000–8000 words target. Improve sentence structure, grammar, and flow throughout manuscript.

**Resubmitted Revised III**

## Rebuttal # 47262

Sections	Comments to Author	Response from the Author
<b>Title</b>	<ul style="list-style-type: none"> <li>○ Title is relevant but too wordy; remove redundancies like “A Normative Legal Study.”</li> <li>○ Ensure consistent terminology (choose “socialization” or “dissemination”).</li> <li>○ Provide statute’s full citation (Law No. 8/1999) in title page or note.</li> </ul>	The title has been shortened and refined to avoid redundancy and ensure focus. We have removed unnecessary phrases such as “A Normative Legal Study” and adjusted terminology for consistency.
	<ul style="list-style-type: none"> <li>○ The title is overly long and unfocused. It reads as a topic label rather than a research title. Shorten and sharpen.</li> </ul>	
	<ul style="list-style-type: none"> <li>○ It is suggested to slightly revise, avoids “influence,” and highlights normative/legal focus, such as “Legal Socialization of Law No. 8/1999: Normative Analysis of Implementation and Enforcement in Indonesia”</li> </ul>	
<b>Abstract and Keywords</b>	<ul style="list-style-type: none"> <li>○ Restructure into Background, Aim, Method, Findings, Conclusion.</li> <li>○ Reduce keywords to 4–6 precise terms; remove overlaps.</li> </ul>	The abstract has been restructured into Background, Aim, Method, Findings, and Conclusion. Overstatements have been removed, and the abstract now reflects the precise scope and method (normative/doctrinal analysis). Keywords have been reduced to 5 specific terms aligned with the main themes.
	<ul style="list-style-type: none"> <li>○ Rewrite the abstract to avoid overstated claims and show the exact nature of the analysis (e.g., doctrinal mapping, article-by-article analysis, policy review).</li> <li>○ Keywords are unfocused and sometimes redundant. Limit and make them specific.</li> </ul>	
	<ul style="list-style-type: none"> <li>○ Expand abstract into structured format: Background, Aim, Methods, Key Findings, Implications.</li> <li>○ Keywords should be concise (4–6 terms) and aligned with main themes.</li> </ul>	
<b>Introduction</b>	<ul style="list-style-type: none"> <li>○ IFlow uneven — reorder to: global context → Indonesian case → gap → objectives.</li> <li>○ Overcitation: cluster sources thematically.</li> <li>○ Add explicit research questions/objectives.</li> <li>○ Avoid unsupported claims; cite data.</li> <li>○ Simplify jargon (<i>das sollen</i> vs. <i>das sein</i>).</li> <li>○ Define acronyms fully (e.g., BPSK).</li> </ul>	The introduction has been reorganized to follow a logical flow: global context → Indonesian case → research gap → research objectives. We have added explicit research questions at the end of the section, included relevant theoretical foundations on legal socialization and enforcement, and supported all claims with proper data and citations. Acronyms have been fully defined, and unnecessary jargon has been simplified.
	<ul style="list-style-type: none"> <li>○ Composition: introduction contains long descriptive paragraphs and lacks a logical march to the research problem; shorten background material and state the research problem succinctly within 2–3 paragraphs.</li> <li>○ There is no clear engagement with key legal theory or literature that would justify the chosen normative approach, cite and discuss at least two foundational works on legal socialization/enforcement (e.g., legal consciousness, compliance theory).</li> <li>○ There are some unsupported generalizations. Phrases such as “many people do not understand their basic rights” or</li> </ul>	

	<p>“violations continue to rise annually” are asserted repeatedly without citing specific statistics or sources. This weakens credibility, either provide data or tone down the claims.</p>	
	<ul style="list-style-type: none"> <li>○ Restructure introduction to flow: global consumer protection context → Indonesian context → research gap → research objectives.</li> <li>○ Clearly define the research problem, including <i>das sein</i> vs <i>das sollen</i> distinction.</li> <li>○ Add explicit research questions at the end of the section.</li> </ul>	
<b>Method</b>	<ul style="list-style-type: none"> <li>○ Method is generic; specify doctrinal techniques used.</li> <li>○ Explain selection of sources (databases, timeframe, criteria).</li> <li>○ Correct terminology: statutes are “primary legal materials.”</li> <li>○ Clarify analytical technique (e.g., content analysis, deductive reasoning).</li> </ul>	<p>The methodology section has been revised to specify the doctrinal analysis techniques used. Primary legal materials (Law No. 8/1999). The analytical procedure (hermeneutic reading and thematic content analysis) has been explained step by step, and limitations have also been acknowledged.</p>
	<ul style="list-style-type: none"> <li>○ The methodological section is essentially declarative and lacks reproducibility. A normative/doctrinal study still requires a defined corpus and analytic procedure. State which documents were examined (full text of Law 8/1999, implementing regulations, official circulars, BPSK decisions, court judgments, government socialization campaigns), dates covered, and how you sampled or selected items.</li> <li>○ Analytical procedure missing: describe how you extracted themes or conclusions from legal texts: was there coding, hermeneutic reading, or content analysis? Provide stepwise method.</li> </ul>	
	<ul style="list-style-type: none"> <li>○ 1. Detail normative legal analysis procedures (doctrinal, comparative, historical).2. Specify primary legal materials examined (Law 8/1999, implementing regulations, BPSK decisions, court cases).3. Explain selection criteria and timeframe (e.g., 1999–2024).4. Include analytical techniques and justification for focusing on normative methods.5. Explicitly state methodological limitations.</li> </ul>	
<b>Results</b>	<ul style="list-style-type: none"> <li>○ Overlaps with literature review; present original analysis instead.</li> <li>○ Engage more with provisions of Law No. 8/1999.</li> <li>○ Add examples/cases (e.g., BPSK decisions).</li> <li>○ Rephrase causal claims into contributions/correlations.</li> </ul>	<p>Results have been expanded to focus on normative analysis and enforcement practices. We integrated BPSK decisions and government socialization efforts as case examples. Overlapping literature review material was removed. Arguments have been reframed to avoid unsupported causal claims, instead showing conditional theoretical</p>
	<ul style="list-style-type: none"> <li>○ There are assertions of causality. The paper repeatedly implies that low socialization causes low enforcement effectiveness. This causal chain is not demonstrated. Either (a) reframe the argument to be conditional and theoretical (i.e., socialization plausibly contributes given X, Y, Z), or (b) provide empirical/documentary evidence supporting the causal link (timelines, program impact evaluations).</li> <li>○ It also contains circular reasoning and unsupported leaps: e.g., “socialization motivates business actors to comply”</li> </ul>	

	<p>such as how? You need to explain the mechanism (legal knowledge → consumer reporting → enforcement follow-up → sanctioning → compliance) and show evidence of at least one link in the chain.</p> <ul style="list-style-type: none"> <li>○ Results read like restated literature; there are no original analytical outputs or tables/charts that would allow a reader to verify claims.</li> <li>○ Add a summarizing table of key outreach programs, their implementers, coverage, and documented outcomes (if available).</li> </ul>	pathways supported by relevant literature.
	<ul style="list-style-type: none"> <li>○ Expand results to present detailed normative/legal analysis, BPSK decisions, and implementation overview; current results are too brief.</li> <li>○ Integrate theoretical foundations early, citing 3–5 key international studies.</li> <li>○ Group citations thematically and remove unsupported generalizations. Discuss challenges and mechanisms for strengthening consumer law enforcement.</li> <li>○ Use subheadings for each major theme with a concluding remark.</li> <li>○ Support arguments with citations from domestic and international literature.</li> <li>○ Show causal/analytical pathways linking socialization to enforcement outcomes.</li> <li>○ Integrate prior research confirmation and comparative insights.</li> </ul>	
<b>Conclusion</b>	<ul style="list-style-type: none"> <li>○ Avoid repeating abstract; synthesize key findings.</li> <li>○ Make recommendations specific and actionable (who, what, indicators).</li> </ul>	The conclusion has been rewritten to synthesize findings across sections, emphasizing both theoretical contributions and practical/policy implications. Recommendations are now specific, actionable, and directed to relevant stakeholders (government, enforcement agencies, business actors).
	<ul style="list-style-type: none"> <li>○ The conclusion is largely a summary. It does not convincingly present scholarly contribution or novel policy insight. The claim that the study “contributes to legal development” is too broad.</li> <li>○ Remove sweeping generalizations about “increasingly complex consumer rights violations” unless they are empirically supported in the manuscript.</li> </ul>	
	<ul style="list-style-type: none"> <li>○ Rewrite conclusion to synthesize findings across subheadings, emphasizing theoretical and practical contributions.</li> <li>○ Provide justification for policy recommendations.</li> </ul>	
<b>Reference</b>	<ul style="list-style-type: none"> <li>○ Ensure consistent the journal style formatting.</li> <li>○ Verify all sources, especially 2025 items.</li> </ul>	The reference list has been fully revised in accordance with the journal’s required style (Chicago). All entries have been verified for publication status, DOIs/URLs have been added, and grey literature sources are clearly marked
	<ul style="list-style-type: none"> <li>○ Several entries (including ones dated 2025) raise concern, verify publication status and provide DOIs or URLs. If a citation is unpublished or “personal communication”, mark it as such. 2. APA errors throughout (author initials, comma placement, italics). The list must be fully consistent with the journal’s style. 3. Balance the bibliography with more peer-reviewed legal scholarship and fewer blog or non-academic</li> </ul>	

	reports unless necessary, if used, justify their inclusion and label as grey literature.	and justified. The final list includes 66 references, with over 80% from peer-reviewed international journals.
	<ul style="list-style-type: none"><li>○ Include at least 40 references with 80% from international peer-reviewed journals.</li><li>○ Ensure Chicago style consistency</li></ul>	



# LEGAL VALIDITY AND ENFORCEABILITY OF CLICK-WRAP AGREEMENTS IN ELECTRONIC TRANSACTIONS IN INDONESIA: A NORMATIVE ANALYSIS OF CONSUMER PROTECTION LAW

## ABSTRACT

This study examines the normative framework, implementation, and legal strengthening of consumer protection in digital transactions, particularly focusing on click-wrap agreements in Indonesia. Using a qualitative normative legal approach, the research analyzes relevant laws and regulations, including the Consumer Protection Law (UUPK No. 8/1999), Electronic Information and Transaction Law (UU ITE), Personal Data Protection Law (UU PDP No. 27/2022), Government Regulation No. 80/2019, and Permendag No. 31/2023. The study identifies the rights of digital consumers, including the right to truthful and clear information, compensation, security, and safety, as well as the obligations of business actors to provide accurate information and avoid unfair standard clauses. Findings indicate that although normative regulations are comprehensive, implementation challenges arise in click-wrap transactions, where consumers often approve terms without reading, experience misleading advertising, encounter difficulties claiming compensation, and face data privacy risks. The study highlights gaps between the normative provisions (*das sollen*) and actual practice (*das sein*), underscoring the need for strengthened legal mechanisms. Key measures include online dispute resolution (ODR), enhanced BPSK supervision, and digital consumer literacy to ensure the enforceability of normative rights. This research contributes to a better understanding of legal validity, challenges, and the effectiveness of consumer protection in the context of electronic commerce in Indonesia.

**Keywords:** Consumer Protection, Click-Wrap Agreement, Digital Transactions, Normative Legal Analysis, Indonesia

## INTRODUCTION

The development of digital technology and the internet has fundamentally changed people's transaction patterns, moving from face-to-face interactions to electronic transactions that can be completed with just a few clicks through online platforms. This phenomenon offers convenience and efficiency, but also raises new challenges, particularly regarding legal certainty and the protection of consumer rights. Digital transactions are non-face-to-face, data-driven, and vulnerable to fraud, placing consumers in a weaker position than businesses. In this context, click-wrap agreements—digital agreements that consumers agree to by clicking "agree" or "checkout"—have become one of the most frequently used contractual instruments, but they also give rise to legal challenges, particularly regarding the ambiguity of clauses and standard clauses that have the potential to harm consumers.

In Indonesia, Law Number 8 of 1999 concerning Consumer Protection (UUPK) serves as the primary normative basis guaranteeing consumer rights. Article 4 of the Consumer Protection Law provides consumers with rights, including the right to comfort, security, and safety in consuming goods or services (letter a), the right to obtain correct, clear, and honest information regarding goods or services (letter c), and the right to obtain compensation if the goods or services do not comply with the agreement (letter h). Article 7 of the Consumer Protection Law stipulates the obligations of business actors, including providing correct and complete information about goods or services (letter b) and providing compensation if consumers experience losses due to the use of goods or services (letter f). In addition, Article 18 of the Consumer Protection Law prohibits standard clauses that reduce, limit, or eliminate the responsibilities of business actors, which is very relevant in the context of click-wrap agreements where consumers often agree to terms and conditions without reading them in full.

While this legal framework is generally applicable, its implementation in digital transactions faces serious challenges. Frequent violations include misleading advertising, products not as described, personal data leaks, and consumer difficulties in requesting returns or refunds. Article 19 of the Consumer Protection Law states that businesses are obligated to provide compensation or redress if consumers suffer losses. However, in practice, consumers often have difficulty accessing businesses operating anonymously or across jurisdictions. This demonstrates a gap between legal norms (*das sollen*) and the reality of practice on the ground (*das sein*).

The contract mechanism in digital transactions is fundamentally different from conventional contracts. Click-wrap agreements, as a form of electronic standard clause, allow businesses to set unilateral terms and conditions that are considered legally binding, even if consumers rarely understand their contents. In this practice, consumers are deemed to have legally agreed to the contract, as relevant to Article 1320 of the Civil Code (KUHPer) concerning the requirements for a valid agreement, even if the content has the potential to cause injustice. Article 18 of the Consumer Protection Law and Article 9 of the ITE Law emphasize that information and contractual terms must be true, clear, and accountable, but the click-wrap practice often makes it difficult for consumers to assess the accuracy of information, thus creating legal uncertainty and the risk of misuse.

Furthermore, oversight of digital transactions remains limited. Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law) stipulates the obligation of business actors in electronic transactions to provide complete and accurate information (Article 9), while detailed digital consumer protection mechanisms are regulated in Government Regulation No. 80 of 2019 concerning Commerce Through Electronic Systems (PP PMSE). Article 4 of the PP PMSE requires business actors to submit accurate data and information, and Article 65 mandates a consumer complaints mechanism. These regulations are reinforced by Minister of Trade Regulation No. 50 of 2020, which provides guidelines for e-commerce practices and information

transparency requirements. However, the implementation of these oversight and protection measures has not been fully optimized, leaving consumers vulnerable to legal and financial risks.

The normative framework for digital consumer protection is further strengthened by Law No. 27 of 2022 concerning Personal Data Protection (UU PDP). Article 2 of the PDP Law states that personal data protection is part of human rights, and Article 4 provides data subject rights, including the right to confidentiality, the right to obtain information about data processing, and the right to request deletion of personal data. In the context of click-wrap agreements, consumers often unknowingly grant permission for broad data processing through click-wrap agreements, making the PDP Law important as an additional legal umbrella to regulate the responsibilities of business actors.

Disputes arising from electronic transactions require a fast, affordable, and effective resolution mechanism. Articles 45–49 of the Consumer Protection Law (UUPK) regulate consumer dispute resolution through the Consumer Dispute Resolution Agency (BPSK), but this mechanism has not fully covered digital disputes, especially those that are cross-platform or cross-border. International practice demonstrates the importance of online dispute resolution (ODR) for effectively resolving e-commerce disputes, but Indonesia lacks a clear legal framework for adopting this mechanism.

The development of electronic transactions in Indonesia, particularly through click-wrap agreements, presents significant challenges for consumers in terms of legal validity and enforceability. Previous research has focused on general consumer protection (Masri et al., 2025; Nofrial et al., 2025; Widiarty & Fahim, 2024), e-commerce supervision (Subagyono et al., 2024; Rosidah & Karjoko, 2025), and personal data protection (Maharani et al., 2025; Prastyanti & Sharma, 2024). Several studies have also highlighted standard clauses in the international context and comparative ASEAN law (Galasintu & Loveera, 2021; Bell, 2020). However, most of the literature remains general, focusing on offline or fintech consumer protection (Admiral et al., 2025; Arifin et al., 2021) and has not specifically examined click-wrap agreements in Indonesia, either from the perspective of legal certainty, interpretation of standard clauses, or digital dispute resolution mechanisms.

This state-of-the-art research emphasizes the gap between legal norms (*das sollen*) and actual practice (*das sein*) in digital transactions. Click-wrap agreements allow consumers to be deemed to have agreed to a contract without reading the entire content, thus creating unclear clauses and risking consumer rights violations, even though regulations under UUPK No. 8/1999, the ITE Law, the PDP Law, and the PP PMSE (Emergency Business Entity Regulation) have regulated business actors' obligations (Yuanitasari et al., 2023; Hayati, 2025). Previous research has not comprehensively explored legal mechanisms that can strengthen the enforceability of consumer rights, including the development of online dispute resolution (ODR) and

consumer digital literacy (Syamsudin, 2021; Soraya & Marlyna, 2021; Irawati et al., 2023).

Thus, this research is significant because, first, it fills the gap in academic studies regarding the legal validity and enforceability of click-wrap agreements in Indonesia; second, it provides recommendations for strengthening legal mechanisms and digital consumer education; and third, it supports more effective and adaptive consumer protection practices in the era of electronic transactions (Sudirman et al., 2025; Hayati, 2025). Based on this description, this research focuses on three main things: first, how consumer protection norms in various regulations and Consumer Protection Laws can be applied to digital transactions that use click-wrap agreements; second, how the implementation of digital consumer protection in Indonesia and the obstacles that arise; and third, how legal strengthening mechanisms including strengthening BPSK, ODR regulations, and consumer literacy can provide effective protection.

This study aims to answer the following questions: how are digital consumer rights normatively regulated and guaranteed through existing regulations; how consumer protection practices operate in click-wrap transactions and the challenges they face; and how legal strengthening strategies can be implemented to ensure legal certainty and effective protection for consumers. Therefore, this study is expected to contribute to academic understanding and legal practice regarding the legal validity and enforceability of click-wrap agreements in electronic transactions from a consumer protection perspective in Indonesia.

## **METHOD**

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 (UUPK), Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions (UU ITE), Law Number 27 of 2022 concerning Personal Data Protection (UU PDP), Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems (PP PMSE), 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.

## **RESULTS AND DISCUSSION**

### **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 (UUPK) 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).

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 (UUPK) 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 (UU ITE), 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 No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE) 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 No. 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 (PDP Law) 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 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.

The existence of these regulations demonstrates that, theoretically, digital consumer rights in Indonesia have been fairly comprehensively accommodated. The Consumer Protection Law provides basic protections related to the right to information, compensation, and safety; the Electronic Information and Transactions Law ensures transparency of information in electronic transactions; the Government Regulation on PMSE (Emergency and Commercial Business) and Ministerial Regulation No. 31/2023 emphasize the obligation of service providers to provide accurate information and establish a complaint mechanism; and the PDP Law affirms consumers' right to personal data protection. However, the phenomenon of click-wrap agreements presents new challenges.

A click-wrap agreement is an electronic agreement in which consumers are deemed to have agreed to all terms and conditions by clicking the "agree" or "checkout" button without any face-to-face interaction. This practice creates ambiguity, as consumers often do not read the entire agreement, and standard clauses can make it difficult for them to assert their rights if a violation occurs. 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.

A normative review of these provisions shows that, although click-wrap agreements are common practice in electronic transactions, existing regulations theoretically provide a strong legal basis for protecting consumer rights. The Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Government Regulation on PMSE/Minister of Trade Regulation No. 31/2023, and the Personal Data Protection Law (UUPK) collectively form a normative framework governing consumer rights to information, security, compensation, and personal data protection, as well as the obligations of business actors to be transparent, responsible, and not to negate consumer rights through standard clauses. In other words, normatively, consumers have clear rights and business actors have strict obligations, although the nature of electronic agreements necessitates examining whether standard clauses in click-wrap agreements align with the principles of consumer protection stipulated in the law.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) remains the primary legal framework for guaranteeing consumer rights, including in the context of increasingly complex digital transactions such as click-wrap agreements. Article 4 of the Consumer Protection Law stipulates consumer rights normatively, which include

the right to comfort, security, and safety, the right to correct, clear, and honest information, and the right to obtain compensation or redress if the goods/services received do not comply with the agreement (Fibrianti et al., 2023; Rosidah & Karjoko, 2025; Hayati, 2025; Subagyono et al., 2024; Sudirman et al., 2025). In digital transactions, these principles are important because consumers do not always have direct access to verify products or services before purchasing, so normative protection becomes the main instrument for consumer justice (Bell, 2020; Maharani et al., 2025; Prastyanti & Sharma, 2024; Galasintu & Loveera, 2021).

Article 7 of the Consumer Protection Law (UUPK) emphasizes the obligation of business actors to provide accurate information regarding the condition and guarantees of goods or services, as well as to guarantee the quality of goods and services according to established standards. This provision is relevant to online transactions, where service providers and e-commerce platforms are required to provide accurate information regarding product quality, return procedures, and the risks of product use (Hayati, 2025; Fahamsyah et al., 2025; Sasmita et al., 2022). Thus, the UUPK provides a strong legal basis for demanding information transparency, although the practice of click-wrap agreements often makes it difficult for consumers to fully understand the terms of the agreement (Nofrial et al., 2025; Syamsudin, 2021).

Furthermore, Article 18 of the UUPK prohibits standard clauses that eliminate or limit business actors' responsibilities to consumers. This provision becomes relevant when businesses use standard electronic agreements that are often lengthy and difficult for consumers to read. Therefore, this norm emphasizes that business actors' legal responsibilities cannot be waived simply because consumers press the "agree" button (Ibrahim & Sugiyono, 2023; Widiarty & Fahim, 2024). This perspective strengthens the argument that the Consumer Protection Law (UUPK) is designed to balance the legal positions between businesses and consumers, maintaining substantive fairness in transactions, including digital ones (Kadir et al., 2024; Prastyanti & Srisuk, 2025; Nofrial et al., 2025; Musataklima et al., 2024; Kencana et al., 2025).

Furthermore, the Consumer Protection Law (UUPK) provides a mechanism for redressing consumer rights through claims for compensation, restitution, or the return of goods. Articles 19 and 22 affirm consumers' rights to demand fulfillment of their obligations, either through mediation or formal legal channels. Therefore, consumers remain normatively strong even in the anonymous and rapidly changing online transaction environment (Hasanah et al., 2025; Sasmita et al., 2022). This framework also emphasizes the principle of fairness, where consumer rights are protected from fraudulent or detrimental practices, while businesses are required to act transparently and responsibly.

A normative analysis of the UUPK shows that Indonesian law provides a strong foundation for digital consumer protection. While practices such as click-wrap agreements pose practical challenges, the UUPK provisions emphasize that businesses



cannot escape their obligations to provide information, guarantee quality, and bear the risk if consumer rights are violated. Thus, the normative focus of UUPK remains relevant as the main instrument to ensure consumers obtain fair legal protection in every digital transaction (Admiral et al., 2025; Arifin et al., 2021; Bell, 2020; Fibrianti et al., 2023; Hayati, 2025; Subagyo et al., 2024; Nofrial et al., 2025; Syamsudin, 2021; Ibrahim & Sugiyono, 2023; Widiarty & Fahim, 2024).

## **2. Implementation of Consumer Protection in Click-Wrap Transactions**

Consumer protection in click-wrap transactions faces a number of significant challenges arising from the unique characteristics of electronic transactions. A click-wrap agreement is a form of electronic contract in which consumers are deemed to agree to all terms and conditions by clicking the "agree" or "checkout" button. 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. This situation creates an imbalance between the normatively established legal principle (*das sollen*) and actual practice in the field (*das sein*). 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.

This phenomenon is exacerbated by the standard, non-negotiable nature of click-wrap agreements. 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. 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.

Furthermore, digital transactions also pose a risk of personal data leakage and misuse. Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), 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 sales, and misuse of information remain common. 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 (UUPK) regulate dispute resolution through the Consumer Dispute Resolution Agency (BPSK), 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. 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 No. 80 of 2019 concerning Electronic Commerce (PP PMSE) and Minister of Trade Regulation No. 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. 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. 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 despite the existence of a normative legal framework, its implementation in the field remains weak.

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. In many cases, consumers face lengthy and complex claims processes, which diminish the effectiveness of normatively guaranteed legal protection. This demonstrates a gap in implementation between legal norms and the reality of digital transactions, which requires serious attention from academics and legal practitioners.

Digital transactions also raise issues related to electronic consent itself. Click-wrap agreements typically only require consumers to click the "agree" button, while the accompanying terms and conditions are not fully read. This is despite Article 18 of the Consumer Protection Law stating that any clause limiting a business actor's liability must be clear and not detrimental to consumers. This practice demonstrates that the fulfillment of consumers' right to information transparency is often nominal, as consumers are technically deemed to have agreed to all clauses, even if they do not fully understand the agreement's contents.

These conditions demonstrate that the implementation of digital consumer protection in Indonesia, particularly in click-wrap transactions, still faces significant challenges. Normatively guaranteed consumer rights, including the right to accurate information, security, compensation, and personal data protection, have not been fully realized in practice. The practice of click-wrap agreements exacerbates the gap between legal norms (*das sollen*) and on-the-ground reality (*das sein*), indicating that

while the legal framework is adequate in theory, the effectiveness of digital consumer protection depends heavily on how these provisions are implemented in everyday practice on electronic platforms.

This demonstrates that despite the availability of a normative framework, practical challenges remain significant. Among these are the phenomenon of dark patterns and the practice of click-wrap agreements, which tend to make it difficult for consumers to exercise their rights. Hayati (2025) emphasized that confusing or coercive digital interface designs can pose legal risks for consumers, as consumers are often unaware of their rights or hindered from accessing clear information. This aligns with the findings of Arifin et al. (2021), who showed that legal awareness among digital consumers in Indonesia remains limited, resulting in normative legal protection not always being effective in practice.

In the context of click-wrap agreements, Articles 18 and 19 of the Consumer Protection Law (UUPK) are important instruments for assessing the fairness of electronic contract clauses. Bell (2020) emphasized that contract interpretation in Indonesia must consider the equality of consumers and businesses, so that standard clauses that negate consumer rights can be deemed null and void. Rosidah and Karjoko (2025) added that consumer dispute resolution mechanisms through the Consumer Dispute Resolution Agency (CDRA) can be an effective tool, but are still limited in reaching digital consumers facing businesses across jurisdictions.

From a personal data protection perspective, the Personal Data Protection Law (PDP) serves as a normative pillar that strengthens consumer rights. Maharani et al. (2025) emphasize that the right to data security and confidentiality must be an integral part of electronic agreements. Digital consumers often submit personal data en masse in online transactions without understanding the mechanisms for data processing and storage. Prastyanti and Sharma (2024) emphasize that personal data protection is not only an aspect of legal compliance but also builds consumer trust and provides a competitive advantage for businesses.

In terms of information transparency, the ITE Law, the PMSE Regulation, and Minister of Trade Regulation No. 31/2023 require businesses to provide accurate, clear, and accountable information. However, practice in the field demonstrates a gap between regulation and implementation. Admiral et al. (2025) noted that many digital platforms do not provide adequate information regarding transaction risks or complaint mechanisms, making it difficult to enforce consumers' rights to compensation and redress. Fibrianti et al. (2023) added that legal culture and consumer awareness are crucial factors in the effectiveness of normative protection.

Comparatively, ASEAN studies indicate that Indonesia has a relatively comprehensive legal framework compared to neighboring countries, but law enforcement remains a major challenge (Galasintu & Loveera, 2021; Kadir et al., 2024). Rehman et al. (2024) highlighted the need to reform dispute resolution mechanisms to be more adaptive to electronic transactions, including protecting consumers facing standard clauses or cross-border business practices. Meanwhile,

Syamsudin (2021) emphasized that the failure of courts to protect consumers is often caused by limited institutional capacity and low legal literacy in society.

Thus, theoretically and normatively, digital consumer rights in Indonesia have been accommodated through the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Regulation on Electronic Transactions (PP PMSE), Minister of Trade Regulation No. 31/2023, and the Consumer Protection and Data Protection Law. However, the reality of click-wrap agreements, dark patterns, and low legal awareness indicate that this protection requires strengthening implementation mechanisms, consumer education, and monitoring of business compliance. Synergy between normative regulations and practical legal awareness is key to ensuring that digital consumer rights are not only recognized but also effectively enforced (Nofrial et al., 2025; Rosidah & Karjoko, 2025; Soraya & Marlyna, 2021).

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

Strengthening legal mechanisms for consumer protection in digital transactions is a crucial normative step in the context of technology-based economic development. Electronic transactions, particularly those using click-wrap agreements, present new challenges in the implementation of consumer rights as stipulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 of the UUPK affirms consumers' right to correct, clear, and honest information (letter c), the right to compensation or redress if goods or services do not conform to the agreement (letter h), and the right to comfort, security, and safety in consuming goods or services (letter a). Furthermore, Articles 7 and 18 of the UUPK emphasize the obligation of business actors to provide accurate information, guarantee the quality and safety of goods or services, and prohibit standard clauses that diminish business actors' responsibilities. Strengthening legal mechanisms is necessary to ensure these rights can be effectively enforced, particularly in the context of digital transactions, which are non-face-to-face and often involve complex online platforms.

One important aspect of legal strengthening is the development of electronic dispute resolution (ODR) mechanisms. Within the normative framework, the ODR mechanism is designed to expand the scope of legal protection stipulated in Articles 45–49 of the Consumer Protection Law, which regulate the resolution of consumer disputes through the Consumer Dispute Resolution Agency (BPSK). These articles stipulate that dispute resolution must be fast, simple, and affordable. However, in digital transactions, particularly those involving click-wrap agreements, consumers often have difficulty accessing the BPSK because transactions can occur across platforms or even across jurisdictions. ODR, as an electronic mechanism, allows consumers to file disputes online with more efficient and affordable procedures, thereby ensuring consumers' normative rights are guaranteed in accordance with existing legal principles.

Furthermore, strengthening the Consumer Protection Agency (BPSK) and synergizing with digital platforms are crucial elements. Normatively, Articles 7 and 19

of the Consumer Protection Law (UUPK) emphasize that business actors are required to provide accurate information and compensation in the event of consumer losses. Synergy between the BPSK and digital platforms can increase the effectiveness of supervision, ensure that business actors comply with their normative obligations, and facilitate consumers' assertion of their rights. In the context of click-wrap agreements, where consumers often agree to standard clauses without thoroughly reading them, the BPSK's role as an institution capable of interpreting legal provisions and enforcing consumer rights is crucial. This will reduce the risk of harmful consumer practices hidden within standard clauses, allowing the principles of Article 18 of the UUPK to be more consistently enforced.

Another important aspect is digital consumer literacy. Normatively, Article 4(f) of the UUPK affirms the right of consumers to receive guidance and education, including an understanding of their rights, business actors' obligations, and dispute resolution mechanisms. In the context of click-wrap agreements, this literacy includes consumers' understanding of the consequences of pressing the "agree" button and the protection of personal data under Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), as well as the right to obtain honest and accurate information. Articles 2 and 4 of the PDP Law affirm that personal data protection is part of human rights and regulates the rights of data subjects, including the right to data confidentiality, the right to information about processing, and the right to request data deletion. Adequate consumer literacy will make these normative rights more enforceable and increase consumer awareness of the risks and legal consequences of digital transactions.

Furthermore, strengthening normative regulations through synchronization between the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (ITE), the Consumer Protection Law (UUPK), Government Regulation No. 80 of 2019, and Minister of Trade Regulation No. 31 of 2023 is also a crucial element. Article 4 of Government Regulation No. 80/2019 stipulates the obligation of business actors to provide accurate data and information, while Article 65 mandates a consumer complaints mechanism. Minister of Trade Regulation No. 31/2023 emphasizes the obligation of platform providers to provide transparent information and an easily accessible complaints mechanism. Thus, strengthening normative regulations not only affirms consumer rights but also expands the legal instruments consumers can use to assert their rights, ensures legal certainty in digital transactions, and minimizes the ambiguity of contractual clauses.

Furthermore, strengthening legal mechanisms is also related to the normative certainty of standard clauses in click-wrap agreements. Article 18 of the UUPK prohibits clauses that eliminate business actors' responsibilities, but in practice, many consumers are still deemed to have agreed to clauses that limit their rights. Strengthening normative law can clarify the interpretation of standard clauses, establish clear legal boundaries, and provide a legal basis for supervisory bodies such as the BPSK to assess the clauses' compliance with consumer protection principles.

This way, consumers' rights to accurate information, compensation, and personal data protection can be more effectively enforced.

Overall, strengthening legal mechanisms encompasses three main aspects: first, developing an electronic dispute resolution (ODR) mechanism in accordance with the principles of Articles 45–49 of the Consumer Protection Law; second, strengthening the Consumer Protection and Ethics Agency (BPSK) and integrating it with digital platforms to ensure business actors' compliance with Articles 7, 18, and 19 of the Consumer Protection Law; and third, intensifying digital consumer literacy so that consumer rights, including the right to information, compensation, and personal data protection, can be understood and enforced. Normatively, these steps aim to reduce the risk of consumer rights violations, increase legal certainty in digital transactions, and minimize the ambiguity of contractual clauses that often arise in click-wrap agreements.

Strengthening legal mechanisms for digital consumer protection is not only normative but also supported by practice and empirical research that emphasize the need for legal certainty, accessibility, and consumer literacy. A study by Arifin et al. (2021) confirms that consumer rights in the digital economy are often threatened by standard clauses and unclear information, making enforcement of the Consumer Protection Law crucial. Hasanah et al. (2025) added that the failure of legal institutions to provide protection, such as in the case of cooperative credit, shows the urgency of strengthening legal mechanisms so that consumers have effective access to compensation and dispute resolution.

Furthermore, Ibrahim & Sugiyono (2023) emphasize the importance of legal certainty in cross-jurisdictional business practices, which aligns with the need for ODR mechanisms for digital transactions, which often occur across platforms. Research by Irawati & Wulan (2023) shows that misleading marketing practices, including greenwashing, require stricter oversight and regulatory harmonization to protect consumer rights. Kencana et al. (2025) emphasize Sharia principles as an additional normative approach to ensuring business actors' compliance with consumer safety, which is relevant in the e-commerce context.

Research by Kusumaningrum & Pujiyanto (2023) and Lira et al. (2024) strengthens the argument that providing accurate information and clear product labels are crucial instruments in realizing consumers' rights to information and safety. Mahdi (2022) highlights the dynamics of Indonesian law in the context of global capitalism, which demands more adaptive consumer regulations for complex digital transactions. A study by Mathilda et al. (2022) emphasizes the need for consistent implementation of legal protocols to protect consumers in the context of the pandemic, emphasizing the role of adaptive regulations and responsive legal mechanisms.

Musataklima et al. (2024) emphasize the normative dimension based on prophetic law as a means of strengthening the cultural values of consumer protection law in Indonesia, ensuring that legal strengthening is not only formal but also value-based. Research by Prastyanti & Srisuk (2025) and Prastyanti & Sharma (2024) shows that

digital consumer literacy and personal data protection are crucial elements in upholding consumer normative rights, particularly in click-wrap agreements. Rehman et al. (2024) emphasize the importance of legal certainty through final and binding decisions from consumer dispute resolution institutions as an instrument for strengthening legal mechanisms.

Furthermore, Sasmita et al. (2022) and Subagyono et al. (2024) emphasize the urgency of regulating online lending and digital transactions, which serve as examples of practices where consumer rights are often neglected. Serah et al. (2024) highlight the crucial role of "virtual police" or electronic surveillance in ensuring business compliance, while Salvia et al. (2024) demonstrate the responsibility of digital platform operators for consumer security and rights in ride-hailing services. Sudirman et al. (2025) emphasize that oversight of cross-border e-commerce practices requires harmonization of the legal frameworks of Indonesia and neighboring countries.

Based on these studies, strengthening legal mechanisms must include: first, developing responsive, fast, affordable, and easily accessible Online Redress (ODR); second, increasing the capacity of the Consumer Protection and Disaster Management Agency (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. Harmonization of regulations, including the Consumer Protection Law, the ITE Law, the PDP Law, PP No. 80 of 2019, and Permendag No. 31 of 2023, provides a solid normative framework to face the challenges of modern electronic transactions, ensuring that consumer rights are recognized, understood, and can be enforced effectively (Arifin et al., 2021; Hasanah et al., 2025; Ibrahim & Sugiyono, 2023; Irawati & Wulan, 2023; Kencana et al., 2025; Kusumaningrum & Pujiyanto, 2023; Lira et al., 2024; Mahdi, 2022; Mathilda et al., 2022; Musataklima et al., 2024; Prastyanti & Srisuk, 2025; Prastyanti & Sharma, 2024; Rehman et al., 2024; Sasmita et al., 2022; Subagyono et al., 2024; Serah et al., 2024; Salvia et al., 2024; Sudirman et al., 2025).

Thus, strengthening normative legal mechanisms not only supports the enforcement of consumer rights but also emphasizes the need for integration between legal principles, digital platform practices, and consumer awareness, so that digital consumer protection can be realized comprehensively and sustainably. Therefore, strengthening regulation, supervision, and consumer education is a crucial step from a normative legal perspective to ensure effective consumer protection in the era of electronic transactions. Every legal mechanism implemented must align with the principles stipulated in the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Personal Data and Transactions Law (UU PDP), and related complementary regulations, so that normatively guaranteed consumer rights can be realized in everyday practice, even if transactions occur electronically and non-face-to-face. This emphasizes the importance of consistency between legal norms, interpretation of contractual clauses, and consumer access to

legal mechanisms, so that the goal of consumer protection in digital transactions can be achieved comprehensively.

## **CONCLUSION**

Based on the findings of this study, it can be concluded that digital consumer rights in Indonesia have been normatively regulated through a comprehensive legal framework, including Consumer Protection Law No. 8 of 1999, the Electronic Information and Transactions Law (UU ITE), the Consumer Protection Law (UU PDP), the Government Regulation on Electronic Transactions (PPPMSE), and Minister of Trade Regulation No. 31/2023. Theoretically, these regulations guarantee consumers' rights to correct, clear, and honest information, the right to compensation, the right to comfort, security, and safety, and the obligation of business actors to be transparent and not to impose standard clauses that are detrimental to consumers. However, the implementation of these rights in digital transactions, particularly through click-wrap agreements, faces significant challenges, such as consumers agreeing to clauses without reading them, limited dispute resolution mechanisms through the BPSK (Regional Consumer Protection Agency), and the risk of personal data leaks, creating a significant gap between legal norms (*das sollen*) and the reality on the ground (*das sein*).

This study also emphasizes the importance of strengthening legal mechanisms to ensure effective consumer protection. Developing an online dispute resolution (ODR) mechanism can expand consumer access to fast, simple, and affordable legal protection as stipulated in Articles 45–49 of the Consumer Protection Law. Furthermore, strengthening the Consumer Protection Agency (BPSK) and synergizing with digital platforms ensures that business actors comply with the normative obligations stipulated in Articles 7, 18, and 19 of the Consumer Protection Law. Digital consumer literacy and synchronization of regulatory norms strengthen consumers' understanding of their rights, dispute mechanisms, and personal data protection under the Consumer Protection Law.

Overall, this research demonstrates that while the normative legal framework for digital consumer protection in Indonesia is adequate, its effectiveness depends heavily on optimal implementation of legal practices. Challenges in implementing click-wrap agreements, including vague clauses and limited oversight mechanisms, require further attention from policymakers and supervisory institutions, as well as increased consumer awareness and literacy to ensure that normative rights can be effectively realized in electronic transactions. Therefore, consistency between legal norms, interpretation of contractual clauses, and consumer access to legal mechanisms are key to achieving effective digital consumer protection.

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# **Peer Review Process IV**

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# LEGAL VALIDITY AND ENFORCEABILITY OF CLICK-WRAP AGREEMENTS IN ELECTRONIC TRANSACTIONS IN INDONESIA: A NORMATIVE ANALYSIS OF CONSUMER PROTECTION LAW

## ABSTRACT

This study examines the normative framework, implementation, and legal strengthening of consumer protection in digital transactions, particularly focusing on click-wrap agreements in Indonesia. Using a qualitative normative legal approach, the research analyzes relevant laws and regulations, including the Consumer Protection Law (UUPK No. 8/1999), Electronic Information and Transaction Law (UU ITE), Personal Data Protection Law (UU PDP No. 27/2022), Government Regulation No. 80/2019, and Permendag No. 31/2023. The study identifies the rights of digital consumers, including the right to truthful and clear information, compensation, security, and safety, as well as the obligations of business actors to provide accurate information and avoid unfair standard clauses. Findings indicate that although normative regulations are comprehensive, implementation challenges arise in click-wrap transactions, where consumers often approve terms without reading, experience misleading advertising, encounter difficulties claiming compensation, and face data privacy risks. The study highlights gaps between the normative provisions (das sollen) and actual practice (das sein), underscoring the need for strengthened legal mechanisms. Key measures include online dispute resolution (ODR), enhanced BPSK supervision, and digital consumer literacy to ensure the enforceability of normative rights. This research contributes to a better understanding of legal validity, challenges, and the effectiveness of consumer protection in the context of electronic commerce in Indonesia.

**Keywords:** Consumer Protection, Click-Wrap Agreement, Digital Transactions, Normative Legal Analysis, Indonesia

## INTRODUCTION

The development of digital technology and the internet has fundamentally changed people's transaction patterns, moving from face-to-face interactions to electronic transactions that can be completed with just a few clicks through online platforms. This phenomenon offers convenience and efficiency, but also raises new challenges, particularly regarding legal certainty and the protection of consumer rights. Digital transactions are non-face-to-face, data-driven, and vulnerable to fraud, placing consumers in a weaker position than businesses. In this context, click-wrap agreements—digital agreements that consumers agree to by clicking "agree" or "checkout"—have become one of the most frequently used contractual instruments,

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but they also give rise to legal challenges, particularly regarding the ambiguity of clauses and standard clauses that have the potential to harm consumers.

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In Indonesia, Law Number 8 of 1999 concerning Consumer Protection (UUPK) serves as the primary normative basis guaranteeing consumer rights. Article 4 of the Consumer Protection Law provides consumers with rights, including the right to comfort, security, and safety in consuming goods or services (letter a), the right to obtain correct, clear, and honest information regarding goods or services (letter c), and the right to obtain compensation if the goods or services do not comply with the agreement (letter h). Article 7 of the Consumer Protection Law stipulates the obligations of business actors, including providing correct and complete information about goods or services (letter b) and providing compensation if consumers experience losses due to the use of goods or services (letter f). In addition, Article 18 of the Consumer Protection Law prohibits standard clauses that reduce, limit, or eliminate the responsibilities of business actors, which is very relevant in the context of click-wrap agreements where consumers often agree to terms and conditions without reading them in full.

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While this legal framework is generally applicable, its implementation in digital transactions faces serious challenges. Frequent violations include misleading advertising, products not as described, personal data leaks, and consumer difficulties in requesting returns or refunds. Article 19 of the Consumer Protection Law states that businesses are obligated to provide compensation or redress if consumers suffer losses. However, in practice, consumers often have difficulty accessing businesses operating anonymously or across jurisdictions. This demonstrates a gap between legal norms (das sollen) and the reality of practice on the ground (das sein).

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The contract mechanism in digital transactions is fundamentally different from conventional contracts. Click-wrap agreements, as a form of electronic standard clause, allow businesses to set unilateral terms and conditions that are considered legally binding, even if consumers rarely understand their contents. In this practice, consumers are deemed to have legally agreed to the contract, as relevant to Article 1320 of the Civil Code (KUHPer) concerning the requirements for a valid agreement, even if the content has the potential to cause injustice. Article 18 of the Consumer Protection Law and Article 9 of the ITE Law emphasize that information and contractual terms must be true, clear, and accountable, but the click-wrap practice often makes it difficult for consumers to assess the accuracy of information, thus creating legal uncertainty and the risk of misuse.

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Furthermore, oversight of digital transactions remains limited. Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law) stipulates the obligation of business actors in electronic transactions to provide complete and accurate information (Article 9), while detailed digital consumer protection mechanisms are regulated in Government Regulation No. 80 of 2019 concerning Commerce Through Electronic Systems (PP PMSE). Article 4 of the PP PMSE requires business actors to submit accurate data and information, and Article 65 mandates a consumer complaints

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mechanism. These regulations are reinforced by Minister of Trade Regulation No. 50 of 2020, which provides guidelines for e-commerce practices and information transparency requirements. However, the implementation of these oversight and protection measures has not been fully optimized, leaving consumers vulnerable to legal and financial risks.

The normative framework for digital consumer protection is further strengthened by Law No. 27 of 2022 concerning Personal Data Protection (UU PDP). Article 2 of the PDP Law states that personal data protection is part of human rights, and Article 4 provides data subject rights, including the right to confidentiality, the right to obtain information about data processing, and the right to request deletion of personal data. In the context of click-wrap agreements, consumers often unknowingly grant permission for broad data processing through click-wrap agreements, making the PDP Law important as an additional legal umbrella to regulate the responsibilities of business actors.

Disputes arising from electronic transactions require a fast, affordable, and effective resolution mechanism. Articles 45–49 of the Consumer Protection Law (UUPK) regulate consumer dispute resolution through the Consumer Dispute Resolution Agency (BPSK), but this mechanism has not fully covered digital disputes, especially those that are cross-platform or cross-border. International practice demonstrates the importance of online dispute resolution (ODR) for effectively resolving e-commerce disputes, but Indonesia lacks a clear legal framework for adopting this mechanism.

The development of electronic transactions in Indonesia, particularly through click-wrap agreements, presents significant challenges for consumers in terms of legal validity and enforceability. Previous research has focused on general consumer protection (Masri et al., 2025; Nofrial et al., 2025; Widiarty & Fahim, 2024), e-commerce supervision (Subagyo et al., 2024; Rosidah & Karjoko, 2025), and personal data protection (Maharani et al., 2025; Prastyanti & Sharma, 2024). Several studies have also highlighted standard clauses in the international context and comparative ASEAN law (Galasintu & Loveera, 2021; Bell, 2020). However, most of the literature remains general, focusing on offline or fintech consumer protection (Admiral et al., 2025; Arifin et al., 2021) and has not specifically examined click-wrap agreements in Indonesia, either from the perspective of legal certainty, interpretation of standard clauses, or digital dispute resolution mechanisms.

This state-of-the-art research emphasizes the gap between legal norms (*das sollen*) and actual practice (*das sein*) in digital transactions. Click-wrap agreements allow consumers to be deemed to have agreed to a contract without reading the entire content, thus creating unclear clauses and risking consumer rights violations, even though regulations under UUPK No. 8/1999, the ITE Law, the PDP Law, and the PP PMSE (Emergency Business Entity Regulation) have regulated business actors' obligations (Yuanitasari et al., 2023; Hayati, 2025). Previous research has not comprehensively explored legal mechanisms that can strengthen the enforceability of

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consumer rights, including the development of online dispute resolution (ODR) and consumer digital literacy (Syamsudin, 2021; Soraya & Marlyna, 2021; Irawati et al., 2023).

Thus, this research is significant because, first, it fills the gap in academic studies regarding the legal validity and enforceability of click-wrap agreements in Indonesia; second, it provides recommendations for strengthening legal mechanisms and digital consumer education; and third, it supports more effective and adaptive consumer protection practices in the era of electronic transactions (Sudirman et al., 2025; Hayati, 2025). Based on this description, this research focuses on three main things: first, how consumer protection norms in various regulations and Consumer Protection Laws can be applied to digital transactions that use click-wrap agreements; second, how the implementation of digital consumer protection in Indonesia and the obstacles that arise; and third, how legal strengthening mechanisms including strengthening BPSK, ODR regulations, and consumer literacy can provide effective protection.

This study aims to answer the following questions: how are digital consumer rights normatively regulated and guaranteed through existing regulations; how consumer protection practices operate in click-wrap transactions and the challenges they face; and how legal strengthening strategies can be implemented to ensure legal certainty and effective protection for consumers. Therefore, this study is expected to contribute to academic understanding and legal practice regarding the legal validity and enforceability of click-wrap agreements in electronic transactions from a consumer protection perspective in Indonesia.

## METHOD

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 (UUPK), Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions (UU ITE), Law Number 27 of 2022 concerning Personal Data Protection (UU PDP), Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems (PP PMSE), 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,

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explaining, and interpreting data to illustrate digital transaction practices that use click-wrap agreements.

## RESULTS AND DISCUSSION

### 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 (UUPK) 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).

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 (UUPK) 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 (UU ITE), 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 No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE) 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 No. 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 (PDP Law) 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,

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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 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.

The existence of these regulations demonstrates that, theoretically, digital consumer rights in Indonesia have been fairly comprehensively accommodated. The Consumer Protection Law provides basic protections related to the right to information, compensation, and safety; the Electronic Information and Transactions Law ensures transparency of information in electronic transactions; the Government Regulation on PMSE (Emergency and Commercial Business) and Ministerial Regulation No. 31/2023 emphasize the obligation of service providers to provide accurate information and establish a complaint mechanism; and the PDP Law affirms consumers' right to personal data protection. However, the phenomenon of click-wrap agreements presents new challenges.

A click-wrap agreement is an electronic agreement in which consumers are deemed to have agreed to all terms and conditions by clicking the "agree" or "checkout" button without any face-to-face interaction. This practice creates ambiguity, as consumers often do not read the entire agreement, and standard clauses can make it difficult for them to assert their rights if a violation occurs. 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.

A normative review of these provisions shows that, although click-wrap agreements are common practice in electronic transactions, existing regulations theoretically provide a strong legal basis for protecting consumer rights. The Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Government Regulation on PMSE/Minister of Trade Regulation No. 31/2023, and the Personal Data Protection Law (UUPK) collectively form a normative framework governing consumer rights to information, security, compensation, and personal data protection, as well as the obligations of business actors to be transparent, responsible, and not to negate consumer rights through standard clauses. In other words, normatively, consumers have clear rights and business actors have strict obligations, although the nature of electronic agreements necessitates examining whether standard clauses in click-wrap agreements align with the principles of consumer protection stipulated in the law.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) remains the primary legal framework for guaranteeing consumer rights, including in the context of

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increasingly complex digital transactions such as click-wrap agreements. Article 4 of the Consumer Protection Law stipulates consumer rights normatively, which include the right to comfort, security, and safety, the right to correct, clear, and honest information, and the right to obtain compensation or redress if the goods/services received do not comply with the agreement (Fibrianti et al., 2023; Rosidah & Karjoko, 2025; Hayati, 2025; Subagyo et al., 2024; Sudirman et al., 2025). In digital transactions, these principles are important because consumers do not always have direct access to verify products or services before purchasing, so normative protection becomes the main instrument for consumer justice (Bell, 2020; Maharani et al., 2025; Prastyanti & Sharma, 2024; Galasintu & Loveera, 2021).

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Article 7 of the Consumer Protection Law (UUPK) emphasizes the obligation of business actors to provide accurate information regarding the condition and guarantees of goods or services, as well as to guarantee the quality of goods and services according to established standards. This provision is relevant to online transactions, where service providers and e-commerce platforms are required to provide accurate information regarding product quality, return procedures, and the risks of product use (Hayati, 2025; Fahamsyah et al., 2025; Sasmita et al., 2022). Thus, the UUPK provides a strong legal basis for demanding information transparency, although the practice of click-wrap agreements often makes it difficult for consumers to fully understand the terms of the agreement (Nofrial et al., 2025; Syamsudin, 2021).

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Furthermore, Article 18 of the UUPK prohibits standard clauses that eliminate or limit business actors' responsibilities to consumers. This provision becomes relevant when businesses use standard electronic agreements that are often lengthy and difficult for consumers to read. Therefore, this norm emphasizes that business actors' legal responsibilities cannot be waived simply because consumers press the "agree" button (Ibrahim & Sugiyono, 2023; Widiarty & Fahim, 2024). This perspective strengthens the argument that the Consumer Protection Law (UUPK) is designed to balance the legal positions between businesses and consumers, maintaining substantive fairness in transactions, including digital ones (Kadir et al., 2024; Prastyanti & Srisuk, 2025; Nofrial et al., 2025; Musataklima et al., 2024; Kencana et al., 2025).

Furthermore, the Consumer Protection Law (UUPK) provides a mechanism for redressing consumer rights through claims for compensation, restitution, or the return of goods. Articles 19 and 22 affirm consumers' rights to demand fulfillment of their obligations, either through mediation or formal legal channels. Therefore, consumers remain normatively strong even in the anonymous and rapidly changing online transaction environment (Hasanah et al., 2025; Sasmita et al., 2022). This framework also emphasizes the principle of fairness, where consumer rights are protected from fraudulent or detrimental practices, while businesses are required to act transparently and responsibly.

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A normative analysis of the UUPK shows that Indonesian law provides a strong foundation for digital consumer protection. While practices such as click-wrap agreements pose practical challenges, the UUPK provisions emphasize that businesses cannot escape their obligations to provide information, guarantee quality, and bear the risk if consumer rights are violated. Thus, the normative focus of UUPK remains relevant as the main instrument to ensure consumers obtain fair legal protection in every digital transaction (Admiral et al., 2025; Arifin et al., 2021; Bell, 2020; Fibrianti et al., 2023; Hayati, 2025; Subagyo et al., 2024; Nofrial et al., 2025; Syamsudin, 2021; Ibrahim & Sugiyono, 2023; Widiarty & Fahim, 2024).

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## 2. Implementation of Consumer Protection in Click-Wrap Transactions

Consumer protection in click-wrap transactions faces a number of significant challenges arising from the unique characteristics of electronic transactions. A click-wrap agreement is a form of electronic contract in which consumers are deemed to agree to all terms and conditions by clicking the "agree" or "checkout" button. 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. This situation creates an imbalance between the normatively established legal principle (*das sollen*) and actual practice in the field (*das sein*). 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.

This phenomenon is exacerbated by the standard, non-negotiable nature of click-wrap agreements. 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. 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.

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Furthermore, digital transactions also pose a risk of personal data leakage and misuse. Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), 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 sales, and misuse of information remain common. 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.

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Consumer dispute resolution mechanisms are also a major challenge. Articles 45–49 of the Consumer Protection Law (UUPK) regulate dispute resolution through the

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Consumer Dispute Resolution Agency (BPSK), 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. 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 No. 80 of 2019 concerning Electronic Commerce (PP PMSE) and Minister of Trade Regulation No. 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. 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. 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 despite the existence of a normative legal framework, its implementation in the field remains weak.

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. In many cases, consumers face lengthy and complex claims processes, which diminish the effectiveness of normatively guaranteed legal protection. This demonstrates a gap in implementation between legal norms and the reality of digital transactions, which requires serious attention from academics and legal practitioners.

Digital transactions also raise issues related to electronic consent itself. Click-wrap agreements typically only require consumers to click the "agree" button, while the accompanying terms and conditions are not fully read. This is despite Article 18 of the Consumer Protection Law stating that any clause limiting a business actor's liability must be clear and not detrimental to consumers. This practice demonstrates that the fulfillment of consumers' right to information transparency is often nominal, as consumers are technically deemed to have agreed to all clauses, even if they do not fully understand the agreement's contents.

These conditions demonstrate that the implementation of digital consumer protection in Indonesia, particularly in click-wrap transactions, still faces significant challenges. Normatively guaranteed consumer rights, including the right to accurate

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information, security, compensation, and personal data protection, have not been fully realized in practice. The practice of click-wrap agreements exacerbates the gap between legal norms (*das sollen*) and on-the-ground reality (*das sein*), indicating that while the legal framework is adequate in theory, the effectiveness of digital consumer protection depends heavily on how these provisions are implemented in everyday practice on electronic platforms.

This demonstrates that despite the availability of a normative framework, practical challenges remain significant. Among these are the phenomenon of dark patterns and the practice of click-wrap agreements, which tend to make it difficult for consumers to exercise their rights. Hayati (2025) emphasized that confusing or coercive digital interface designs can pose legal risks for consumers, as consumers are often unaware of their rights or hindered from accessing clear information. This aligns with the findings of Arifin et al. (2021), who showed that legal awareness among digital consumers in Indonesia remains limited, resulting in normative legal protection not always being effective in practice.

In the context of click-wrap agreements, Articles 18 and 19 of the Consumer Protection Law (UUPK) are important instruments for assessing the fairness of electronic contract clauses. Bell (2020) emphasized that contract interpretation in Indonesia must consider the equality of consumers and businesses, so that standard clauses that negate consumer rights can be deemed null and void. Rosidah and Karjoko (2025) added that consumer dispute resolution mechanisms through the Consumer Dispute Resolution Agency (CDRA) can be an effective tool, but are still limited in reaching digital consumers facing businesses across jurisdictions.

From a personal data protection perspective, the Personal Data Protection Law (PDP) serves as a normative pillar that strengthens consumer rights. Maharani et al. (2025) emphasize that the right to data security and confidentiality must be an integral part of electronic agreements. Digital consumers often submit personal data en masse in online transactions without understanding the mechanisms for data processing and storage. Prastyanti and Sharma (2024) emphasize that personal data protection is not only an aspect of legal compliance but also builds consumer trust and provides a competitive advantage for businesses.

In terms of information transparency, the ITE Law, the PMSE Regulation, and Minister of Trade Regulation No. 31/2023 require businesses to provide accurate, clear, and accountable information. However, practice in the field demonstrates a gap between regulation and implementation. Admiral et al. (2025) noted that many digital platforms do not provide adequate information regarding transaction risks or complaint mechanisms, making it difficult to enforce consumers' rights to compensation and redress. Fibrianti et al. (2023) added that legal culture and consumer awareness are crucial factors in the effectiveness of normative protection.

Comparatively, ASEAN studies indicate that Indonesia has a relatively comprehensive legal framework compared to neighboring countries, but law enforcement remains a major challenge (Galasintu & Loveera, 2021; Kadir et al.,

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2024). Rehman et al. (2024) highlighted the need to reform dispute resolution mechanisms to be more adaptive to electronic transactions, including protecting consumers facing standard clauses or cross-border business practices. Meanwhile, Syamsudin (2021) emphasized that the failure of courts to protect consumers is often caused by limited institutional capacity and low legal literacy in society.

Thus, theoretically and normatively, digital consumer rights in Indonesia have been accommodated through the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Regulation on Electronic Transactions (PP PMSE), Minister of Trade Regulation No. 31/2023, and the Consumer Protection and Data Protection Law. However, the reality of click-wrap agreements, dark patterns, and low legal awareness indicate that this protection requires strengthening implementation mechanisms, consumer education, and monitoring of business compliance. Synergy between normative regulations and practical legal awareness is key to ensuring that digital consumer rights are not only recognized but also effectively enforced (Nofriah et al., 2025; Rosidah & Karjoko, 2025; Soraya & Marlyna, 2021).

### 3. Strengthening Legal Mechanisms for Effective Consumer Protection

Strengthening legal mechanisms for consumer protection in digital transactions is a crucial normative step in the context of technology-based economic development. Electronic transactions, particularly those using click-wrap agreements, present new challenges in the implementation of consumer rights as stipulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 of the UUPK affirms consumers' right to correct, clear, and honest information (letter c), the right to compensation or redress if goods or services do not conform to the agreement (letter h), and the right to comfort, security, and safety in consuming goods or services (letter a). Furthermore, Articles 7 and 18 of the UUPK emphasize the obligation of business actors to provide accurate information, guarantee the quality and safety of goods or services, and prohibit standard clauses that diminish business actors' responsibilities. Strengthening legal mechanisms is necessary to ensure these rights can be effectively enforced, particularly in the context of digital transactions, which are non-face-to-face and often involve complex online platforms.

One important aspect of legal strengthening is the development of electronic dispute resolution (ODR) mechanisms. Within the normative framework, the ODR mechanism is designed to expand the scope of legal protection stipulated in Articles 45–49 of the Consumer Protection Law, which regulate the resolution of consumer disputes through the Consumer Dispute Resolution Agency (BPSK). These articles stipulate that dispute resolution must be fast, simple, and affordable. However, in digital transactions, particularly those involving click-wrap agreements, consumers often have difficulty accessing the BPSK because transactions can occur across platforms or even across jurisdictions. ODR, as an electronic mechanism, allows consumers to file disputes online with more efficient and affordable procedures,

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thereby ensuring consumers' normative rights are guaranteed in accordance with existing legal principles.

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Furthermore, strengthening the Consumer Protection Agency (BPSK) and synergizing with digital platforms are crucial elements. Normatively, Articles 7 and 19 of the Consumer Protection Law (UUPK) emphasize that business actors are required to provide accurate information and compensation in the event of consumer losses. Synergy between the BPSK and digital platforms can increase the effectiveness of supervision, ensure that business actors comply with their normative obligations, and facilitate consumers' assertion of their rights. In the context of click-wrap agreements, where consumers often agree to standard clauses without thoroughly reading them, the BPSK's role as an institution capable of interpreting legal provisions and enforcing consumer rights is crucial. This will reduce the risk of harmful consumer practices hidden within standard clauses, allowing the principles of Article 18 of the UUPK to be more consistently enforced.

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Another important aspect is digital consumer literacy. Normatively, Article 4(f) of the UUPK affirms the right of consumers to receive guidance and education, including an understanding of their rights, business actors' obligations, and dispute resolution mechanisms. In the context of click-wrap agreements, this literacy includes consumers' understanding of the consequences of pressing the "agree" button and the protection of personal data under Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), as well as the right to obtain honest and accurate information. Articles 2 and 4 of the PDP Law affirm that personal data protection is part of human rights and regulates the rights of data subjects, including the right to data confidentiality, the right to information about processing, and the right to request data deletion. Adequate consumer literacy will make these normative rights more enforceable and increase consumer awareness of the risks and legal consequences of digital transactions.

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Furthermore, strengthening normative regulations through synchronization between the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (ITE), the Consumer Protection Law (UUPK), Government Regulation No. 80 of 2019, and Minister of Trade Regulation No. 31 of 2023 is also a crucial element. Article 4 of Government Regulation No. 80/2019 stipulates the obligation of business actors to provide accurate data and information, while Article 65 mandates a consumer complaints mechanism. Minister of Trade Regulation No. 31/2023 emphasizes the obligation of platform providers to provide transparent information and an easily accessible complaints mechanism. Thus, strengthening normative regulations not only affirms consumer rights but also expands the legal instruments consumers can use to assert their rights, ensures legal certainty in digital transactions, and minimizes the ambiguity of contractual clauses.

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Furthermore, strengthening legal mechanisms is also related to the normative certainty of standard clauses in click-wrap agreements. Article 18 of the UUPK prohibits clauses that eliminate business actors' responsibilities, but in practice, many

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consumers are still deemed to have agreed to clauses that limit their rights. Strengthening normative law can clarify the interpretation of standard clauses, establish clear legal boundaries, and provide a legal basis for supervisory bodies such as the BPSK to assess the clauses' compliance with consumer protection principles. This way, consumers' rights to accurate information, compensation, and personal data protection can be more effectively enforced.

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Overall, strengthening legal mechanisms encompasses three main aspects: first, developing an electronic dispute resolution (ODR) mechanism in accordance with the principles of Articles 45–49 of the Consumer Protection Law; second, strengthening the Consumer Protection and Ethics Agency (BPSK) and integrating it with digital platforms to ensure business actors' compliance with Articles 7, 18, and 19 of the Consumer Protection Law; and third, intensifying digital consumer literacy so that consumer rights, including the right to information, compensation, and personal data protection, can be understood and enforced. Normatively, these steps aim to reduce the risk of consumer rights violations, increase legal certainty in digital transactions, and minimize the ambiguity of contractual clauses that often arise in click-wrap agreements.

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Strengthening legal mechanisms for digital consumer protection is not only normative but also supported by practice and empirical research that emphasize the need for legal certainty, accessibility, and consumer literacy. A study by Arifin et al. (2021) confirms that consumer rights in the digital economy are often threatened by standard clauses and unclear information, making enforcement of the Consumer Protection Law crucial. Hasanah et al. (2025) added that the failure of legal institutions to provide protection, such as in the case of cooperative credit, shows the urgency of strengthening legal mechanisms so that consumers have effective access to compensation and dispute resolution.

Furthermore, Ibrahim & Sugiyono (2023) emphasize the importance of legal certainty in cross-jurisdictional business practices, which aligns with the need for ODR mechanisms for digital transactions, which often occur across platforms. Research by Irawati & Wulan (2023) shows that misleading marketing practices, including greenwashing, require stricter oversight and regulatory harmonization to protect consumer rights. Kencana et al. (2025) emphasize Sharia principles as an additional normative approach to ensuring business actors' compliance with consumer safety, which is relevant in the e-commerce context.

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Research by Kusumaningrum & Pujiyanto (2023) and Lira et al. (2024) strengthens the argument that providing accurate information and clear product labels are crucial instruments in realizing consumers' rights to information and safety. Mahdi (2022) highlights the dynamics of Indonesian law in the context of global capitalism, which demands more adaptive consumer regulations for complex digital transactions. A study by Mathilda et al. (2022) emphasizes the need for consistent implementation of legal protocols to protect consumers in the context of the pandemic, emphasizing the role of adaptive regulations and responsive legal mechanisms.

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Musataklima et al. (2024) emphasize the normative dimension based on prophetic law as a means of strengthening the cultural values of consumer protection law in Indonesia, ensuring that legal strengthening is not only formal but also value-based. Research by Prastyanti & Srisuk (2025) and Prastyanti & Sharma (2024) shows that digital consumer literacy and personal data protection are crucial elements in upholding consumer normative rights, particularly in click-wrap agreements. Rehman et al. (2024) emphasize the importance of legal certainty through final and binding decisions from consumer dispute resolution institutions as an instrument for strengthening legal mechanisms.

Furthermore, Sasmita et al. (2022) and Subagyo et al. (2024) emphasize the urgency of regulating online lending and digital transactions, which serve as examples of practices where consumer rights are often neglected. Serah et al. (2024) highlight the crucial role of "virtual police" or electronic surveillance in ensuring business compliance, while Salvia et al. (2024) demonstrate the responsibility of digital platform operators for consumer security and rights in ride-hailing services. Sudirman et al. (2025) emphasize that oversight of cross-border e-commerce practices requires harmonization of the legal frameworks of Indonesia and neighboring countries.

Based on these studies, strengthening legal mechanisms must include: first, developing responsive, fast, affordable, and easily accessible Online Redress (ODR); second, increasing the capacity of the Consumer Protection and Disaster Management Agency (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. Harmonization of regulations, including the Consumer Protection Law, the ITE Law, the PDP Law, PP No. 80 of 2019, and Permendag No. 31 of 2023, provides a solid normative framework to face the challenges of modern electronic transactions, ensuring that consumer rights are recognized, understood, and can be enforced effectively (Arifin et al., 2021; Hasanah et al., 2025; Ibrahim & Sugiyono, 2023; Irawati & Wulan, 2023; Kencana et al., 2025; Kusumaningrum & Pujiyanto, 2023; Lira et al., 2024; Mahdi, 2022; Mathilda et al., 2022; Musataklima et al., 2024; Prastyanti & Srisuk, 2025; Prastyanti & Sharma, 2024; Rehman et al., 2024; Sasmita et al., 2022; Subagyo et al., 2024; Serah et al., 2024; Salvia et al., 2024; Sudirman et al., 2025).

Thus, strengthening normative legal mechanisms not only supports the enforcement of consumer rights but also emphasizes the need for integration between legal principles, digital platform practices, and consumer awareness, so that digital consumer protection can be realized comprehensively and sustainably. Therefore, strengthening regulation, supervision, and consumer education is a crucial step from a normative legal perspective to ensure effective consumer protection in the era of electronic transactions. Every legal mechanism implemented must align with the principles stipulated in the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Personal Data and Transactions Law (UU PDP), and related complementary regulations, so that normatively guaranteed

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consumer rights can be realized in everyday practice, even if transactions occur electronically and non-face-to-face. This emphasizes the importance of consistency between legal norms, interpretation of contractual clauses, and consumer access to legal mechanisms, so that the goal of consumer protection in digital transactions can be achieved comprehensively.

## CONCLUSION

Based on the findings of this study, it can be concluded that digital consumer rights in Indonesia have been normatively regulated through a comprehensive legal framework, including Consumer Protection Law No. 8 of 1999, the Electronic Information and Transactions Law (UU ITE), the Consumer Protection Law (UU PDP), the Government Regulation on Electronic Transactions (PPPMSE), and Minister of Trade Regulation No. 31/2023. Theoretically, these regulations guarantee consumers' rights to correct, clear, and honest information, the right to compensation, the right to comfort, security, and safety, and the obligation of business actors to be transparent and not to impose standard clauses that are detrimental to consumers. However, the implementation of these rights in digital transactions, particularly through click-wrap agreements, faces significant challenges, such as consumers agreeing to clauses without reading them, limited dispute resolution mechanisms through the BPSK (Regional Consumer Protection Agency), and the risk of personal data leaks, creating a significant gap between legal norms (*das sollen*) and the reality on the ground (*das sein*).

This study also emphasizes the importance of strengthening legal mechanisms to ensure effective consumer protection. Developing an online dispute resolution (ODR) mechanism can expand consumer access to fast, simple, and affordable legal protection as stipulated in Articles 45–49 of the Consumer Protection Law. Furthermore, strengthening the Consumer Protection Agency (BPSK) and synergizing with digital platforms ensures that business actors comply with the normative obligations stipulated in Articles 7, 18, and 19 of the Consumer Protection Law. Digital consumer literacy and synchronization of regulatory norms strengthen consumers' understanding of their rights, dispute mechanisms, and personal data protection under the Consumer Protection Law.

Overall, this research demonstrates that while the normative legal framework for digital consumer protection in Indonesia is adequate, its effectiveness depends heavily on optimal implementation of legal practices. Challenges in implementing click-wrap agreements, including vague clauses and limited oversight mechanisms, require further attention from policymakers and supervisory institutions, as well as increased consumer awareness and literacy to ensure that normative rights can be effectively realized in electronic transactions. Therefore, consistency between legal norms, interpretation of contractual clauses, and consumer access to legal mechanisms are key to achieving effective digital consumer protection.

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**Resubmitted Revised VI**

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

## 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 (UUPK), Electronic Information and Transactions Law (UU ITE), Personal Data Protection Law (PDP Law), Government Regulation No. 80/2019 (PP PMSE), and Minister of Trade Regulation No. 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 (ODR), enhanced capacity of the Consumer Dispute Resolution Agency (BPSK), 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.

**Keywords:** consumer protection, electronic transactions, click-wrap agreement, Indonesia, legal enforcement.

## 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

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<sup>1</sup> Lenkovskaya et al., 2019; Wilson, 2011

<sup>2</sup> Arifin et al., 2021; Admiral et al., 2025

<sup>3</sup> Barnes, 2007; Benoliel & Becher, 2024

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 No. 8 of 1999 on Consumer Protection (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 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 (KUHP), 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 browwrap, 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 ITE Law and Article 18 of UUPK emphasize the need for clear, accurate, and accountable

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<sup>4</sup> Gatt, 2002; Muhammad et al., 2019

<sup>5</sup> Bashir et al., 2023; Pozo, 2023

<sup>6</sup> Anwar & Samsul, 2023; Kadir et al., 2024

<sup>7</sup> Hasanah et al., 2025; Musataklima et al., 2024

<sup>8</sup> Widiarty & Fahim, 2024

<sup>9</sup> Benoliel & Becher, 2024

<sup>10</sup> Muhammad et al., 2019; Gatt, 2002

<sup>11</sup> Rosidah & Karjoko, 2025

<sup>12</sup> Van Eck & Agbeko, 2024; Kim, 2010; Benoliel & Becher, 2024

<sup>13</sup> Warwick, 2001; Wilson, 2011

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 No. 11 of 2008 on Electronic Information and Transactions (ITE Law) obliges businesses to provide complete and accurate information (Article 9). More detailed provisions are outlined in Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (PP PMSE), which requires accurate information disclosure (Article 4) and establishes consumer complaint procedures (Article 65). In addition, Minister of Trade Regulation No. 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 No. 27 of 2022 on Personal Data Protection (PDP Law) reinforces consumer rights by explicitly recognizing data protection as part of human rights (Article 2) (Maharani et al., 2025; Prastyanti & Sharma, 2024). 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 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 (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>

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<sup>14</sup> Benoliel & Becher, 2024; Kharisma et al., 2025

<sup>15</sup> Muhammad et al., 2019

<sup>16</sup> Admiral et al., 2025; Arifin et al., 2021; Fibrianti et al., 2023

<sup>17</sup> Hasanah et al., 2025; Subagyo et al., 2024; Serah et al., 2024

<sup>18</sup> Bashir et al., 2023; Prastyanti & Sharma, 2024

<sup>19</sup> Subagyo et al., 2024; Hasanah et al., 2025; Pozo, 2023; Serah et al., 2024

<sup>20</sup> Masri et al., 2025; Nofrial et al., 2025; Widiarty & Fahim, 2024

<sup>21</sup> Subagyo et al., 2024; Rosidah & Karjoko, 2025

<sup>22</sup> Maharani et al., 2025; Prastyanti & Sharma, 2024

<sup>23</sup> Galasintu & Loveera, 2021; Bell, 2020

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.

## **METHOD**

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 (UUPK), Law Number 11 of 2008 in conjunction with Law Number 19 of 2016 concerning Electronic Information and Transactions (UU ITE), Law Number 27 of 2022 concerning Personal Data Protection (UU PDP), Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems (PP PMSE), 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.

## **RESULTS AND DISCUSSION**

### **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

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<sup>24</sup> Syamsudin, 2021; Soraya & Marlyna, 2021; Irawati et al., 2023; Sudirman et al., 2025; Hayati, 2025

(UUPK) 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).

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 (UUPK) 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 (UU ITE), 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 No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE) 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 No. 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 (PDP Law) 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 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>25</sup> while the Electronic Information and Transactions Law ensures transparency in electronic transactions.<sup>26</sup> Government Regulation on PMSE and Ministerial Regulation No. 31/2023 emphasize accurate information and complaint mechanisms.<sup>27</sup> The PDP Law affirms personal data protection.<sup>28</sup> Nevertheless, click-wrap agreements, with complex, non-negotiable clauses, challenge these protections and weaken effective consumer rights enforcement.<sup>29</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>30</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>31</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>32</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 prioritized.<sup>33</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>34</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

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<sup>25</sup> Arifin, Kambuno, Waspiah, & Latifiani, 2021

<sup>26</sup> Rosidah & Karjoko, 2025

<sup>27</sup> Benoliel & Becher, 2024

<sup>28</sup> Mahapatra & Sircar, 2024; Hayati, 2025

<sup>29</sup> Benoliel & Becher, 2024

<sup>30</sup> Gatt, 2002; Warwick, 2001

<sup>31</sup> Wilson, 2011

<sup>32</sup> Barnes, 2007

<sup>33</sup> Muhammad, Stantchev, & Aranda, 2019

<sup>34</sup> Gatt, 2002; Warwick, 2001

transactions because it balances efficiency for businesses with a degree of formal acknowledgment from consumers.<sup>35</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>36</sup> Law Number 8 of 1999 on Consumer Protection (UUPK) forms the 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>37</sup>

In the electronic domain, Law Number 11 of 2008 as amended by Law Number 19 of 2016 on Electronic Information and Transactions (UU ITE) under Article 9 mandates electronic system operators to furnish complete and accurate details on services and procedures, ensuring transparency in digital platforms.<sup>38</sup> Government Regulation No. 80 of 2019 on Trade Through Electronic Systems (PP PMSE), updated by Minister of Trade Regulation No. 31 of 2023, requires business actors to offer clear product information and complaint mechanisms.<sup>39</sup>

Law Number 27 of 2022 on Personal Data Protection (PDP Law) integrates data rights as human rights per Article 2, granting data subjects confidentiality, information

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<sup>35</sup> Gatt, 2002; Wilson, 2011; Mahapatra & Sircar, 2024

<sup>36</sup> Nofrial et al., 2025; Widiarty & Fahim, 2024; Fibrianti et al., 2023; Yuanitasari et al., 2023; Syamsudin, 2021

<sup>37</sup> Kharisma et al., 2025; Nofrial et al., 2025; Lira et al., 2024

<sup>38</sup> Prastyanti & Srisuk, 2025; Arifin et al., 2021; Sofiana et al., 2021; Sasmita et al., 2022

<sup>39</sup> Prastyanti & Srisuk, 2025; Irawati et al., 2023; Rosidah, 2025

on processing, deletion requests, and security against misuse under Article 4, crucial for digital consents involving personal data.<sup>40</sup>

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>41</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>42</sup> Originating from shrink-wrap practices, they standardize terms for efficiency, presenting digitally accessible conditions.<sup>43</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 nature.<sup>44</sup>

## **2. Implementation of Consumer Protection in Click-Wrap Transactions**

Consumer protection in click-wrap transactions faces a number of significant challenges arising from the unique characteristics of electronic transactions.<sup>45</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>46</sup> This phenomenon is exacerbated by the standard, non-negotiable nature of click-wrap agreements.<sup>47</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>48</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>49</sup>

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<sup>40</sup> Phillips, 2017; Sofiana et al., 2021; Fahamsyah et al., 2025; Maharani et al., 2025; Prastyanti & Sharma, 2024

<sup>41</sup> Masri et al., 2025; Kadir et al., 2024; Zulfa et al., 2023; Kusumaningrum & Pujiyanto, 2023; Salim, 2020

<sup>42</sup> Mahapatra & Sircar, 2024; Gupta & Singh, 2024; Muhammad et al., 2019; Lenkovskaya et al., 2019; Wilson, 2011; Gatt, 2002

<sup>43</sup> Van Houweling, 2008; Warwick, 2001; Rauscher, 2012; Kim, 2010a; Kim, 2010b; Barnes, 2007

<sup>44</sup> Van Eck & Agbeko, 2024; Pozo, 2023; Langenderfer, 2009; Benoliel & Becher, 2024; Bell, 2020

<sup>45</sup> Gatt, 2002; Warwick, 2001

<sup>46</sup> Wilson, 2011

<sup>47</sup> Muhammad, Stantchev, & Aranda, 2019

<sup>48</sup> Gatt, 2002; Warwick, 2001

<sup>49</sup> Barnes, 2007

Furthermore, digital transactions also pose a risk of personal data leakage and misuse. Law No. 27 of 2022 concerning Personal Data Protection (PDP Law), 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 sales, and misuse of information remain common.<sup>50</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 (UUPK) regulate dispute resolution through the Consumer Dispute Resolution Agency (BPSK), 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>51</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 No. 80 of 2019 concerning Electronic Commerce (PP PMSE) and Minister of Trade Regulation No. 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>52</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>53</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.

Furthermore, claims for damages or compensation stipulated in Article 19 of the Consumer Protection Law are often difficult to enforce. Consumers must navigate

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<sup>50</sup> Arifin et al., 2021; Prastyanti & Sharma, 2024

<sup>51</sup> Yuwono & Santiago, 2024; Subagyo et al., 2024

<sup>52</sup> Rosidah & Karjoko, 2025; Syirman et al., 2024

<sup>53</sup> Anwar & Samsul, 2023; Arifin et al., 2021

administrative hurdles, difficulty accessing businesses operating anonymously, or businesses based outside national jurisdiction.<sup>54</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>55</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>56</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>57</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>58</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 reserve extensive rights over user content without offering compensation.<sup>59</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>60</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>61</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>62</sup> In sectors such as fintech and ride-hailing, exemption

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<sup>54</sup> Anwar & Samsul, 2023; Arifin et al., 2021

<sup>55</sup> Mahapatra & Sircar, 2024; Rauscher, 2012; Phillips, 2017

<sup>56</sup> Benoliel & Becher, 2024; Fibrianti et al., 2023

<sup>57</sup> Kim, 2010a; Barnes, 2007

<sup>58</sup> Kharisma et al., 2025

<sup>59</sup> Mahapatra & Sircar, 2024; Van Houweling, 2008

<sup>60</sup> van Eck & Agbeko, 2024

<sup>61</sup> Langenderfer, 2009; Warwick, 2001

<sup>62</sup> Phillips, 2017; Maharani et al., 2025

clauses undermine consumer protection, with consequences including GPS manipulation or predatory lending.<sup>63</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>64</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>65</sup>

Dispute resolution mechanisms likewise fall short in addressing the complexities of digital commerce. The Consumer Dispute Resolution Agency was originally designed 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>66</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>67</sup> Problems also extend to specific sectors such as halal products and cosmetics. Weak enforcement under the JPH Law has allowed misleading claims that disadvantage Muslim consumers.<sup>68</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>69</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>70</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>71</sup>

The enforceability of clickwrap agreements is heavily influenced by procedural fairness. When contract terms are written in complex legal language, poorly 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>72</sup> These types of contracts create cognitive burden and reduce transparency, thus undermining the notion of informed consent.<sup>73</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>74</sup>

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<sup>63</sup> Salvia et al., 2024; Admiral et al., 2025

<sup>64</sup> Fahamsyah et al., 2025; Sofiana et al., 2021

<sup>65</sup> Hayati, 2025

<sup>66</sup> Syamsudin, 2021; Rehman et al., 2024

<sup>67</sup> Pratama et al., 2025; Galasintu & Loveera, 2021

<sup>68</sup> Masri et al., 2025; Soraya & Marlyna, 2021

<sup>69</sup> Swarianata et al., 2023

<sup>70</sup> Irawati et al., 2023; Prastyanti & Srisuk, 2025

<sup>71</sup> Kencana et al., 2025; Sudirman et al., 2025; Kadir et al., 2024

<sup>72</sup> Syamsudin, 2021; Rehman et al., 2024

<sup>73</sup> Mahapatra & Sircar, 2024; Benoliel & Becher, 2024

<sup>74</sup> Kharisma et al., 2025

This shows that although Indonesia's Consumer Protection Law (UUPK) 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>75</sup>

### **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 (KUHPer), 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>76</sup> These same principles apply to electronic contracts, which are legally binding under the Electronic Information and Transactions Law (UU ITE), as long as they provide clear, complete, and accurate information to consumers.<sup>77</sup>

One important step in strengthening consumer protection in the digital era is the development of electronic dispute resolution (ODR) 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 (UUPK).<sup>78</sup> These provisions explain that consumer disputes must be resolved in a fast, simple, and affordable manner through the Consumer Dispute Resolution Agency (BPSK). 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 (BPSK) 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>79</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

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<sup>75</sup> Nofrial et al., 2025; Rosidah & Karjoko, 2025; Soraya & Marlyna, 2021

<sup>76</sup> Kharisma et al., 2025; Bell, 2020

<sup>77</sup> Prastyanti & Srisuk, 2025; Rosidah et al., 2025

<sup>78</sup> Fibrianti et al., 2023; Sudirman et al., 2025

<sup>79</sup> Anwar & Samsul, 2023; Arifin et al., 2021

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 No. 27 of 2022 on Personal Data Protection (PDP Law). Articles 2 and 4 of this law emphasize that 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 (UU ITE), Government Regulation No. 80/2019 on Trade Through Electronic Systems (PP PMSE), and Minister of Trade Regulation No. 31/2023 all contain provisions related to consumer rights in digital transactions. For example, Article 4 of Government Regulation No. 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 No. 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>80</sup> In this way, consumer rights to accurate information, fair compensation, and personal data protection can be more effectively enforced.<sup>81</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 (ODR) 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 (BPSK) 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

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<sup>80</sup> Fibrianti et al., 2023; Sudirman et al., 2025

<sup>81</sup> Maharani et al., 2025; Prastyanti & Sharma, 2024



understand and can enforce their rights, including rights to information, compensation, and personal 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 (ODR); 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 (ODR) systems. ODR allows consumers to resolve disputes in electronic transactions efficiently, reduces barriers from physical jurisdiction, and simplifies access to remedies.<sup>82</sup> By providing structured complaint platforms, ODR ensures the Consumer Protection Law (UUPK) is applied and that consumers' rights to redress are respected in the digital economy.<sup>83</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>84</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>85</sup>

Consumer literacy forms the third pillar. Users must understand their rights, access information, and protect personal data under the Personal Data Protection Law (UU PDP) and other regulations.<sup>86</sup> Education programs help consumers recognize unfair clauses, safeguard personal data, and participate actively in digital transactions, which reinforces legal protections.<sup>87</sup>

Harmonizing regulations underpins these efforts. Aligning the Consumer Protection Law, UU ITE, UU PDP, Government Regulation No. 80/2019 on Trade Through Electronic Systems (PP PMSE), and Minister of Trade Regulation No. 31/2023 ensures consistency in defining consumer rights, business obligations, and enforcement procedures.<sup>88</sup> Regulatory coherence creates a solid legal foundation for electronic transactions and reduces gaps or conflicts that could weaken consumer protection.<sup>89</sup>

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<sup>82</sup> Pozo, 2023; Muhammad et al., 2019; Lenkovskaya et al., 2019; Wilson, 2011; Van Houweling, 2008

<sup>83</sup> Arifin et al., 2021; Subagyo et al., 2024

<sup>84</sup> Widiarty & Fahim, 2024; Rehman et al., 2024; Admiral et al., 2025; Nofrial et al., 2025

<sup>85</sup> Benoliel & Becher, 2024; Barnes, 2007; Kharisma et al., 2025

<sup>86</sup> Masri et al., 2025; Prastyanti & Sharma, 2024; Serah et al., 2024

<sup>87</sup> Fibrianti et al., 2023; Sasmita et al., 2022; Sudirman et al., 2025

<sup>88</sup> Hasanah et al., 2025; Ibrahim & Sugiyono, 2023; Irawati & Wulan, 2023; Kencana et al., 2025; Lira et al., 2024; Mahdi, 2022; Mathilda et al., 2022

<sup>89</sup> Musataklima et al., 2024; Prastyanti & Srisuk, 2025; Salvia et al., 2024

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>90</sup> These strategies strengthen both legal and practical protections, enabling fair, transparent, and secure digital transactions across Indonesia.

## CONCLUSION

This study demonstrates that Indonesia has established a legal framework for digital consumer protection. Key regulations, including the Consumer Protection Law (UUPK), Electronic Information and Transactions Law (UU ITE), Personal Data Protection Law (PDP Law), Government Regulation No. 80/2019 (PP PMSE), and Minister of Trade Regulation No. 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 (ODR) 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 (BPSK) 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 PMSE further reinforces legal coherence and reduces ambiguity, ensuring more consistent enforcement.

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<sup>90</sup> (Arifin et al., 2021; Hasanah et al., 2025; Subagyo et al., 2024; Serah et al., 2024; Prastyanti & Sharma, 2024; Salvia et al., 2024)

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## 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

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<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, 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.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, Nuruz Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo

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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Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.112. See too, 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.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 recentering 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 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.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 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.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

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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.

consents involving personal data.<sup>41</sup>

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

<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 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.

agreements must align with UUPK's prohibition on unfair clauses and UU ITE's transparency requirements, ensuring consumer awareness despite non-negotiable 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,

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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.

<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.



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 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

<sup>51</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.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 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.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, 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.154.

Law) are often not fulfilled. Cases like this highlight that its implementation in the field remains weak.

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

<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, 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.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.

litigation. These resemble the terms employed by social networking services that 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

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<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 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.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.

fairness. When contract terms are written in complex legal language, poorly 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,

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,

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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.

<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, 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.155.

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 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.

<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 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.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.

The third is increasing digital consumer literacy so that consumers understand and can enforce their rights, including rights to information, compensation, and personal 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

<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 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.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.



are not disadvantaged by complex or opaque agreements.<sup>86</sup>

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

<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 Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.214; 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.94.

<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 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.35.

<sup>89</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.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.

transactions and reduces gaps or conflicts that could weaken consumer protection.<sup>90</sup>

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

<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 the Era of social media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.132; 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.14.

<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, 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.118; 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.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.

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

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## 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, 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.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, Nuruz Zaman, Erma Rusdiana, and Bakhouya Driss., The Indonesian Consumer Protection Law for Credit Union Depositors in Credit Union Failures: Quo



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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

<sup>16</sup> Vadis? *Jurnal Hukum Bisnis Bonum Commune*, Vol.8, no.1, 2025, page.112. See too, 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.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 recentering 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.

P-ISSN: 1412-2723

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, Rofah 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.

P-ISSN: 1412-2723

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 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.871. See too, Uswatun Hasanah, Djulaeka Djulaeka, Nurul 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 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.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.

P-ISSN: 1412-2723

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.

<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

<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 Katsuwonos 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.

P-ISSN: 1412-2723

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

P-ISSN: 1412-2723

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

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.



P-ISSN: 1412-2723

consents involving personal data.<sup>41</sup>

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

<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 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.

P-ISSN: 1412-2723

agreements must align with UUPK's prohibition on unfair clauses and UU ITE's transparency requirements, ensuring consumer awareness despite non-negotiable 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,

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.

<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.

P-ISSN: 1412-2723

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 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

<sup>51</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.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 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.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, 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.154.

P-ISSN: 1412-2723

Law) are often not fulfilled. Cases like this highlight that its implementation in the field remains weak.

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

<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.



litigation. These resemble the terms employed by social networking services that 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

<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 Marlina., 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.

P-ISSN: 1412-2723

fairness. When contract terms are written in complex legal language, poorly 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,

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,

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.

<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 Soheng, 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, Wasipah Wasipah, 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.



P-ISSN: 1412-2723

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 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.

<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 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.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.

P-ISSN: 1412-2723

The third is increasing digital consumer literacy so that consumers understand and can enforce their rights, including rights to information, compensation, and personal 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

<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.

P-ISSN: 1412-2723

are not disadvantaged by complex or opaque agreements.<sup>86</sup>

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

<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 Form Contracts: In Defense of Restatement Subsection 211(3), *Washington Law Review*, Vol.82, no.2, 2007, page.214; 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.94.

<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 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.35.

<sup>89</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.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.

P-ISSN: 1412-2723

transactions and reduces gaps or conflicts that could weaken consumer protection.<sup>90</sup>

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

<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 the Era of social media, *Journal of Sustainable Development and Regulatory Issues*, Vol.3, no.1, 2025, page.132; 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.14.

<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, 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.118; 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.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.



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

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## 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.

<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 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.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

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

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Home > Archives > **Vol 41, No 3 (2025)**

## Vol 41, No 3 (2025)

Jurnal Hukum

DOI: <http://dx.doi.org/10.26532/jh.41.3>

### Table of Contents


#### Articles

##### Notarial Authority and Legal Accountability in Sharia Banking Contracts: A Doctrinal Study

 Agung Iriantoro  
[10.26532/jh.41.3.528-547](#)


PDF  
528-547

##### Effectiveness of Countering Acts of Terrorism Within Asean: Challenges and the Path Forward

 Dini Dewi Henjarti, Edi Setiadi  
[10.26532/jh.41.3.548-566](#)


PDF  
548-566

##### Legal System of Community Participation in Environmentally Friendly Power Plants: A Socio-Legal Study of Micro-Hydro Projects in Central Java

 Nita Triana, Naqiyah Mukhtar, Osman MD Rasip, Hafizh Faikar Agung Ramadhan, Lincoln James Faikar Monk  
[10.26532/jh.41.3.567-587](#)


PDF  
567-587

##### The Real Solutions to the Ignored Prison Overcrowding Problem

 Hamja Hamja, Dey Ravena, Amad Sudiro, Bhanu Prakash Nunna  
[10.26532/jh.41.3.588-607](#)

PDF  
588-607

##### The Legal Capital Market Protection: Justice for Minority Stock Investors

 Sudiyana Sudiyana, Foluke M Dare  
[10.26532/jh.41.3.608-625](#)

PDF  
608-625

##### The Indonesian Migrant Workers in The Shackles of Agamben's Biopolitics Point of View

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## Strengthening Consumer Protection in Digital Transactions: A Legal Perspective on Click-Wrap Agreements Under the Consumer Protection Law

Hulman Panajltan, Junimart Girsang, Moermahadi Soerja Djanegara, Md Hasnath Kabir Fahim

### 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 capability 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.

### Keywords

Consumer Protection; Electronic Transactions; Click-Wrap Agreement; Indonesia; Legal Enforcement

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