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# Legal Protection for Consumers in the Clickwrap Agreement in Electronic Transactions in Indonesia

**Athanasia Putri Missah[1], Agustianto[2], Febri Jaya[3]**
[1]Universitas Internasional Batam, Batam, Indonesia, 2251043.athanasia@uib.edu
[2]Universitas Internasional Batam, Batam, Indonesia, agustianto.lec@uib.ac.id
[3]Universitas Internasional Batam, Batam, Indonesia, febri.jaya@uib.ac.id

Corresponding Author: 2251043.athanasia@uib.edu[1]

**Abstract:** Technological evolution has driven the increased implementation of electronic contracts for digital transactions, notably through "clickwrap agreements." While the consent mechanism activated by clicking an "I Agree" button facilitates contract formation, it also raises legal issues, as these agreements are typically drafted as standard-form contracts containing exoneration clauses. Such clauses risk creating an imbalance of power between businesses and consumers, particularly when used to limit or shift business liability. This study analyzes the enforceability of clickwrap agreements in electronic transactions regarding exoneration clauses and examines the legal consequences of including such clauses under Indonesian law. This is a normative legal study employing both statutory and conceptual approaches. It utilizes primary, secondary, and tertiary legal materials, applying a qualitative, descriptive-analytical method. The findings indicate that clickwrap agreements are recognized as valid electronic contracts provided they meet the contractual requirements set forth in Article 1320 of the Indonesian Civil Code and Article 46 of Government Regulation No. 71 of 2019 concerning the Operation of Electronic Systems and Transactions. However, their enforceability is not absolute; the agreement's content must also comply with Article 18 of Law No. 8 of 1999 regarding consumer protection. Exoneration clauses that proportionally limit business liability remain enforceable; conversely, clauses that shift or eliminate liability, unreasonably restrict consumer rights, or secure unilateral advantages for the business are declared null and void by operation of law, without invalidating the entire clickwrap agreement. Therefore, the implementation of clickwrap agreements must uphold consumer protection principles to ensure balance, legal certainty, and fairness in Indonesian electronic transactions.
Keywords: Clickwrap Agreement, Exoneration Clause, Consumer Protection, Electronic Contract, Electronic Transaction.

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## INTRODUCTION

Technology has become integral to human life. Its importance today is not merely complementary but recognized as a priority for various sectors, including its three main economic activities: production, distribution, and consumption. Its advantages also support human activities through appropriate utilization to reveal its many potentials (Alamsyah Agit et al., 2023). With its rapid and up-to-date development, Information Technology (IT) has also had an impact, including in the business sector, including e-commerce, which supports the development of electronic businesses in the Republic of Indonesia. Online/digital-based sales are well-known and frequently used. These activities are intermediary, with their constantly updated offerings, such as transactions without face-to-face meetings (Lanteng, 2024). The increasing use of e-commerce and online-based applications has become an integral part of people's lives. Digital technology facilitates various activities, such as shopping, ordering food, and conducting financial transactions. In addition to providing convenience and efficiency for consumers, this development also opens up opportunities for businesses to reach a wider market through digital platforms. Indonesia is recognized as the largest e-commerce market in Southeast Asia. This rapid growth is driven by many factors, such as the increasing percentage of internet and smartphone use, the consumerism of the middle class, and the shift in consumer preferences toward online transactions. In 2021, e-commerce transactions in the country alone exceeded IDR 445 trillion, a significant increase from IDR 78 trillion in 2017. Several platforms, including Shopee, Lazada, Tokopedia, Blibli, Bukalapak, and others, are considered key drivers of e-commerce in Indonesia. These platforms have successfully piqued consumer interest with their numerous offers and attractive features, coupled with high investment from regional and even international investors. The industry also faces challenges related to public confidence, logistics issues, and even data security (Sommaliagustina, 2024). Electronic/online transactions via the internet have also given rise to international interactions between businesses and consumers, known as virtual ones. These transactions are still accompanied by documents (Isnawangsri & Pujiyono, 2023). Electronic contracts are contracts drafted by businesspeople with standards designed to generate profits for the business owner. The regulation governing e-commerce transactions in this country is Law of the Republic of Indonesia No. 1 of 2024 concerning Electronic Information and Transactions (Martinelli et al., 2024).

In the practice of electronic contracts (e-contracts), the agreement between the parties is generally expressed through the consumer's action of providing consent by clicking an agreement button or icon. This mechanism is known as a click-wrap agreement, a form of electronic agreement commonly used in transactions for purchasing goods or using services through digital platforms. In this mechanism, the business actor establishes the terms and conditions in a standard agreement, while the consumer indicates their agreement by clicking a button or icon that says "I Agree," "I Accept," "OK," or "Agree" before the transaction or use of the service can proceed. This action demonstrates the consumer's will (consent) to be bound by the rights and obligations stated in the agreement. The practice of click-wrap agreements is now widely applied in various digital services, such as software downloads, account registration, and the use of applications and other electronic services.

Click-wrap agreements are a type of digital agreement where one party accepts the offer and clicks or agrees (Chusnida, 2023). This type of agreement is often designed in a standard format because the clauses are drafted by one party, the business owner, and often adapts to their preferences regarding the various terms governing the obligations and scope of authority of both parties, without considering the consumer. The implementation of standard clauses is intended to maximize cost and time efficiency. The parties will negotiate the contents of the contract, which tends to be lengthy, making it impossible for the business owner to design a different agreement for each consumer or application user (Aprilianti & Sudiro, 2023).

Standard clauses were originally designed to increase transaction efficiency, but in practice, they are often misused by businesses to limit or eliminate responsibilities that should be borne. This situation places the business owner in a more dominant position, often neglecting the interests of consumers. As a result, consumers are faced with the choice of accepting the entire agreement or rejecting it entirely (take it or leave it), reflecting an imbalance in the parties' positions in digital agreements. From a universal perspective, the inclusion of standard clauses in contracts is permissible, provided they do not include provisions prohibited by Article 18 of the Consumer Protection Law. However, the implementation of these clauses in today's digital agreements tends to be unequal, with consumers being disadvantaged by their businesses because the contracts are drafted unilaterally by the business without consideration of consumer rights. Their content tends to benefit only the business owner (Aprilianti & Sudiro, 2023). Indonesia currently has regulations governing electronic contracts, although there are no specific regulations regarding clickwrap agreements. Nevertheless, this form of contract is recognized as part of a valid electronic contract as long as it meets the requirements for a valid agreement in accordance with applicable legal provisions. These regulations refer to the Civil Code regarding the requirements for a valid agreement, Law Number 11 of 2024 concerning Electronic Information and Transactions, and Law Number 8 of 1999 concerning Consumer Protection. Based on these conditions, this study aims to analyze legal protection for consumers in the use of clickwrap agreements in electronic transactions, particularly regarding the application of standard clauses that have the potential to create an imbalance in the rights and obligations of the parties. Unlike previous research that focused more on the validity of clickwrap agreements or the fulfillment of valid agreement requirements in electronic contracts, this study focuses on the effectiveness of legal protection for consumers through an analysis of the provisions of the Civil Code, the Electronic Information and Transactions Law and its amendments, and Law Number 8 of 1999 concerning Consumer Protection.

Based on this background, this study examines two main issues: the form of legal protection for consumers in the use of clickwrap agreements in electronic transactions in Indonesia and whether clickwrap agreements in electronic transactions can be enforced when reviewed based on provisions regarding exoneration clauses in Indonesian consumer protection law. In line with this research problem formulation, this study aims to analyze the form of legal protection for consumers in the use of clickwrap agreements in electronic transactions in Indonesia and analyze the enforceability of clickwrap agreements when reviewed based on provisions regarding exoneration clauses in Indonesian consumer protection law. The results of this study are expected to provide a more comprehensive understanding of consumer legal protection in electronic transactions and also serve as recommendations for regulatory development in Indonesia.

## METHODS

This research is normative legal research that focuses on the study of positive legal norms to analyze legal protection for consumers in the use of clickwrap agreements in electronic transactions in Indonesia. Normative legal research was chosen because the objects of study are legal principles, legal norms, doctrines, and regulations governing the validity of electronic contracts and consumer protection.

The research approach used includes a statutory approach and a conceptual approach. The statutory approach is carried out by examining, identifying, and analyzing various provisions of laws and regulations related to clickwrap agreements, including Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, the Civil Code, and Law Number 8

of 1999 concerning Consumer Protection. This approach aims to assess the conformity of regulations regarding electronic contracts with the principles of legal protection for consumers.

Furthermore, a conceptual approach is conducted through a review of various legal concepts, principles, theories, and doctrines developed in the scientific literature, particularly those related to the theory of legal protection, the principle of freedom of contract, the principle of proportionality, standard form contracts, and the concept of clickwrap agreements. This approach is used to obtain a theoretical foundation for analyzing legal issues that are not yet comprehensively regulated in legislation.

The legal materials used consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include laws and regulations related to the research object. Secondary legal materials consist of books, scientific articles, legal journals, research results, and expert opinions relevant to consumer protection and electronic contracts. Tertiary legal materials include legal dictionaries, language dictionaries, encyclopedias, and other sources that provide explanations of primary and secondary legal materials.

The legal materials analysis technique is conducted qualitatively by inventorying, classifying, interpreting, and linking the provisions of laws and regulations with relevant legal doctrines and theories. Next, all legal materials were systematically analyzed to determine the alignment between applicable legal norms and the practice of using clickwrap agreements in electronic transactions. The analysis results were then compiled using deductive reasoning, drawing conclusions from general legal provisions to address specific legal issues, thereby addressing the research problem formulation (Bodhi & Tan, 2022).

## RESULTS AND DISCUSSIONS

### Legal Protection for Consumers in Clickwrap Agreements for Electronic Transactions in Indonesia

Legal protection is a fundamental principle in a state governed by the rule of law, aiming to ensure the recognition, respect, and protection of the rights of every individual. According to the Big Indonesian Dictionary (KBBI) and various statutory provisions, protection is defined as any effort to provide a sense of security to certain parties. According to Satjipto Rahardjo, legal protection is an effort to protect human rights violated by others so that everyone can enjoy their rights guaranteed by law. Meanwhile, Philipus M. Hadjon divides legal protection into two forms: preventive, which aims to prevent legal violations before they occur, and repressive, which functions to resolve disputes after violations occur. In the relationship between businesses and consumers, legal protection serves to guarantee consumer rights, prevent losses, and ensure legal certainty, justice, and order through the application of legal norms and sanctions.

Developments in science and technology over the past two decades have transformed patterns of societal interactions and transactions, including contractual practices. Agreements that previously took the form of physical documents have now evolved into electronic contracts, one example being the clickwrap agreement, an agreement deemed binding after the user clicks the "I Agree" button or agrees to the terms and conditions of a digital service. The advent of clickwrap agreements raises the question of whether the act of clicking can be considered a valid form of agreement under Indonesian civil law. According to Article 1320 of the Civil Code, the validity of an agreement requires agreement, the capacity of the parties, a specific object, and a lawful cause. Agreement must arise without error, fraud, or coercion, while capacity relates to the legal capacity of the parties. The object of the agreement must be clear and commercially viable, while the cause must comply with law, public order, and morality. If the subjective conditions are not met, the agreement is voidable, while violation of the objective conditions renders the agreement null and void.

Agreement is the most important element in a clickwrap agreement because it demonstrates the parties' willingness to bind themselves. Although the Electronic Information and Transactions Law recognizes electronic contracts, regulations regarding the mechanism for approval via clicks have not been comprehensively regulated. In practice, clickwrap agreements are standard form contracts in which all clauses are drafted unilaterally by the service provider, leaving consumers with only the option of accepting or rejecting (take it or leave it). This situation creates an imbalance in bargaining power that can potentially result in clauses that are detrimental to consumers. Although the principle of freedom of contract in Article 1338 of the Civil Code grants parties the freedom to determine the content of the agreement, this principle is not fully realized in clickwrap agreements because there is no room for negotiation for consumers. Therefore, freedom of contract must be interpreted in accordance with the principles of justice and protection of the weaker party.

Many clickwrap agreements contain exoneration clauses that limit or eliminate the business actor's liability for consumer losses. Such clauses violate Law Number 8 of 1999 concerning Consumer Protection and therefore are not legally binding. While consent through clicking may be considered a form of agreement, it cannot be used as a basis for justifying standard clauses that are detrimental to consumers. Therefore, a clickwrap agreement can still be declared valid if it meets the requirements for a valid agreement, but its implementation must still be accompanied by legal protection in order to achieve substantive justice for consumers.

From a contractual fairness perspective, clickwrap agreements are more focused on fulfilling formal requirements than on fairness within the contractual relationship. Consumers do express their consent through a click, but they lack the opportunity to negotiate the terms of the agreement, leaving all clauses unilaterally determined by the service provider. This contradicts the principle of proportionality, or the principle of balance, which requires a fair distribution of rights and obligations. According to Agus Y.K., the principle of proportionality is a fundamental principle governing the distribution of rights and obligations between parties based on their respective contributions throughout all stages of the contractual relationship, from the pre-agreement stage through the formation of the agreement, to its implementation. The pre-agreement stage plays a crucial role because it provides a space for negotiation through the offer and acceptance process. Implementation of the principle of proportionality is realized through a balanced distribution of performance, rights, obligations, and bargaining power to achieve a fair contractual relationship.

The validity of clickwrap agreements as electronic contracts is also regulated in Article 46 paragraph (2) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. These provisions require agreement between the parties, legal capacity, a specific object, and a transaction object that does not conflict with law, public order, and morality. These requirements are essentially the same as the requirements for a valid agreement under Article 1320 of the Civil Code. Therefore, a clickwrap agreement is considered valid if it meets all these requirements. However, even if legally valid, this form of contract does not necessarily meet the principle of justice because it does not provide the parties with the opportunity to negotiate, making it difficult to achieve a balance of interests.

Consumer protection is a crucial aspect in assessing the enforceability of a clickwrap agreement. While this contract model provides efficiency in digital transactions, it also places consumers in a weaker bargaining position because they lack the opportunity to adequately study or formulate the contract's contents. Therefore, legal protection is necessary to ensure legal certainty, justice, and benefit through two forms of protection: preventive and repressive.

Preventive legal protection is realized through the establishment of regulations, specifically Law Number 8 of 1999 concerning Consumer Protection and Government

Regulation Number 71 of 2019. Article 18 of the Consumer Protection Law prohibits businesses from including standard clauses that shift responsibility, refuse returns of goods or money, grant unilateral authority to businesses, reduce the benefits of services, or force consumers to comply with unilaterally made regulatory changes. Article 18 paragraph (3) even states that standard clauses that contradict these provisions are null and void. Thus, the law provides protection to consumers before losses actually occur. From a contract theory perspective, clickwrap agreements reflect procedural injustice because they provide no room for negotiation, and substantive injustice because the contents of the contract tend to favor businesses.

Meanwhile, repressive legal protection is provided through dispute resolution mechanisms, both litigation and non-litigation. If consumers are harmed by clauses in a clickwrap agreement, they have the right to file a dispute resolution to defend their rights. If a clause is proven to be in conflict with the Consumer Protection Act, it will be declared null and void and have no binding force. This mechanism can restore consumer rights and provide legal certainty regarding contractual relationships in electronic transactions.

**The Applicability of Clickwrap Agreements to Electronic Transactions in Terms of Exoneration Clauses**

Standard clauses also contribute benefits during their use, although they have been highlighted by several issues from many legal experts, such as their shortcomings regarding equal accommodation between parties. This element also doesn't provide additional room for consumers to negotiate the terms of the contract. This is considered burdensome for consumers, especially when an exoneration clause is included, a clause that covers limitations and eliminates responsibilities that fall under the seller's responsibility (Nurhilmiyah, 2022).

The definition of an exoneration clause, according to the Rikjen opinion, is a form of clause in a contract in which one party avoids fulfilling its obligations regarding full or limited compensation for breach of promise in violation of Indonesian law. One party prepares the required documents in a printed form and submits it to the other party for signature; this is known as a standard agreement (Yusuf, 2022).

According to Sutan Remy, an exoneration clause is a condition intended to exempt and limit the liability of one party from claims from the other party due to non-fulfillment of their contractual obligations. The law defines an exoneration clause as Provision II, number (3), letter a of the Financial Services Authority Circular Letter 13/2014, which states that the clause includes the addition of rights and the reduction of obligations of business owners by acting contrary to their customers (Colose & Salam, 2025).

The purpose of an exoneration clause is not to eliminate the agreement, but rather to limit, reduce, or transfer the business actor's responsibility for risks or losses that may arise during the contract's validity. In practice, this clause is often included in standard agreements because it makes it easier for business actors to manage risk allocation, creates cost, time, and energy efficiencies, and provides certainty regarding the limits of liability in the event of default or unlawful acts. The use of an exoneration clause also manifests the principle of freedom of contract, as long as it does not conflict with statutory regulations, propriety, and good faith.

However, in the relationship between businesses and consumers, the goal should not be to absolve the business owner of all responsibility or to place the consumer at a disadvantage. Several studies have shown that exoneration clauses are often inserted into standard take-it-or-leave-it agreements, preventing consumers from negotiating the terms of the contract. Although exoneration clauses are intended to create efficiency and protect against business risks, their implementation must focus on the principles of balance, fairness, and consumer

protection. If the business owner's responsibilities are removed or even transferred unfairly, their use is inconsistent with Law No. 8 of 1999, which is legally void.

Exoneration clauses are closely related to standard contract clauses because they are generally included as one of the provisions in standard agreements unilaterally drafted by businesses without providing consumers with the opportunity to negotiate. The take-it-or-leave-it nature of standard agreements means consumers can only accept or reject the entire agreement, including exoneration clauses that limit or transfer the business's responsibilities. However, standard clauses serve as the framework or form of the contract, while exoneration clauses are one of the provisions often included within them to reduce, limit, or eliminate the business's responsibilities. Therefore, although not every standard contract contains an exoneration clause, in practice, the two often go hand in hand and have the potential to create an imbalance in the rights and obligations between businesses and consumers if not drafted based on the principles of fairness, balance, and good faith.

Exoneration clauses in clickwrap agreements serve as one of the standard clauses often included by businesses to limit, reduce, or transfer their responsibilities in electronic transactions. This is because a clickwrap agreement is essentially a standard contract unilaterally drafted by a digital service provider. Users are only given the option to agree (I Agree) or reject the entire agreement (take it or leave it), without the opportunity to negotiate the specified clauses. In practice, exoneration clauses can include provisions such as "The company is not responsible for data loss" or "All risks associated with using the service are the user's responsibility," which aim to limit the business actor's liability for certain risks. However, the presence of an exoneration clause does not necessarily render a clickwrap agreement unlawful, as it remains a valid form of electronic contract. Legal issues only arise if the exoneration clause disproportionately eliminates or shifts the business actor's responsibilities, thereby contradicting the principles of fairness, good faith, and the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection.

Law of the Republic of Indonesia No. Law No. 8 of 1999, specifically Article 18, Paragraph 1, concerning Consumer Protection, prohibits businesses from including standard clauses that are detrimental to consumers. This prohibition includes clauses that transfer business responsibilities to consumers, refuse to return goods or money paid, grant unilateral authority to businesses to take certain actions against the object of the agreement, impose disproportionate risks on consumers, and various other clauses that eliminate or limit consumer rights. This provision is a form of preventative legal protection aimed at maintaining a balance between the parties in a contractual relationship, particularly in the use of standard agreements unilaterally drafted by businesses.

When related to clickwrap agreements, not all clauses contained therein contradict Article 18, Paragraph 1 of the Law. In principle, clickwrap agreements are a valid form of electronic contract as long as they meet the requirements for a valid agreement and do not contain provisions prohibited by statutory regulations. However, in practice, some clickwrap agreements often contain exoneration clauses that potentially violate these regulations, such as clauses stating that "The Company is not responsible for any loss of user data" or "All risks associated with using the service are entirely the responsibility of the user." Such clauses can be classified as a form of unilateral transfer of responsibility or risk assignment to the consumer if they eliminate obligations that the business actor should still fulfill.

In line with this, the enforceability of a clickwrap agreement cannot be judged solely on the form of the contract, but also on the substance of the clauses contained therein. As long as the clickwrap agreement does not contain clauses prohibited by Article 8 of Law No. 8 of 1999, the agreement remains enforceable and binding on the parties. Conversely, if it contains clauses that transfer responsibility, unfairly limit consumer rights, or provide unilateral benefits

to the business actor, such clauses are contrary to applicable law and cannot be enforced against consumers.

From Law of the Republic of Indonesia No. 8 of 1999 specifically Article 18 paragraph 3, any standard clause stipulated by a business actor that conflicts with the provisions as referred to in Article 18 paragraph (1) and paragraph (2) is declared null and void by law. Within the scope of the clickwrap agreement, this provision means that if the electronic contract contains an exoneration clause that transfers the business actor's responsibility, imposes disproportionate risks on consumers, or reduces consumer rights protected by law, then the exoneration clause loses its legal force, not the entire clickwrap agreement. Taking this into account, the clickwrap agreement remains binding as long as it meets the legal requirements of the agreement and does not conflict with the provisions of statutory regulations, while clauses that violate Article 18 of the Consumer Protection Law are deemed never to have existed and cannot be used as a basis by the business actor to release its legal responsibility to consumers. A clickwrap agreement remains enforceable and legally binding as long as it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code and meets the requirements for an electronic contract as stipulated in Government Regulation No. 71 of 2019, Article 46. However, this validity is not absolute, as the agreement must still comply with the provisions of laws and regulations that provide consumer protection. If a clickwrap agreement contains an exoneration clause that transfers the business actor's responsibilities, disproportionately limits consumer rights, or contradicts the prohibitions stipulated in Article 18 of Law No. 8 of 1999, then the exoneration clause, not the entire clickwrap agreement, is declared null and void. Therefore, an electronic contract remains valid and binding on the parties as long as the other provisions meet the requirements for a valid agreement and do not conflict with applicable law, thus maintaining a balance between the principle of freedom of contract and the protection of consumer rights. The principle of freedom of contract as reflected in Article 1338 of the Civil Code, specifically paragraph 1, allows the parties to determine the content, form, and terms of an agreement as long as it does not conflict with the law, public order, and morality. Based on electronic transactions, a clickwrap agreement is one manifestation of this principle because user consent is given by clicking the "I Agree" button as a form of agreement to the terms and conditions set by the business actor. However, freedom of contract in a clickwrap agreement is not absolute. Considering that this agreement is drafted unilaterally in the form of a standard agreement, its application remains limited by the provisions of Law of the Republic of Indonesia No. 8 of 1999, especially Article 18 which prohibits the inclusion of standard clauses that are detrimental to consumers. Therefore, although the clickwrap agreement was born from the principle of freedom of contract, its implementation must still pay attention to the principles of balance, good faith, and protection of consumer rights to prevent abuse of position by business actors.

In Indonesian electronic transaction practices, Tokopedia and Shopee implement a clickwrap agreement through a mechanism requiring users to agree to the Terms and Conditions and Privacy Policy before creating an account or using the available services. This agreement is granted by clicking the "Register" or "Agree" button, or by other electronic actions indicating acceptance of the entire agreement. These terms and conditions contain a clause that essentially limits the platform provider's liability for losses arising from certain circumstances, such as network disruptions, user error, third-party actions, or force majeure. This type of clause is a form of exoneration clause because it aims to limit the scope of a business's liability for risks beyond its control. Essentially, the inclusion of such a clause is not unlawful as long as it does not eliminate the business's legal obligations or consumer rights guaranteed by statutory regulations. However, if a Tokopedia or Shopee clickwrap agreement contains a clause that essentially states that the business owner is exempt from all responsibility

for any losses experienced by users, including losses arising from errors or negligence on the part of the platform provider, then this clause has the potential to conflict with Law of the Republic of Indonesia No. 8 of 1999, Article 18, specifically Paragraph 1 concerning the prohibition on transferring responsibility to consumers. For example, if a personal data leak or system failure occurs due to the negligence of the platform provider, Tokopedia or Shopee cannot completely absolve themselves from responsibility solely by relying on the exoneration clause agreed to by the user. Therefore, based on Article 18, paragraph 3 of the Law, any clause that contradicts this provision is declared null and void, while the clickwrap agreement as a whole remains valid and binding on the parties as long as the other provisions meet the requirements of a valid agreement and do not conflict with statutory regulations. In this regard, it can be concluded that the enforceability of a clickwrap agreement cannot be assessed solely on the basis of electronic agreement through the click-to-agree mechanism, but must also be examined in terms of the substance of the clauses contained therein. Although a clickwrap agreement is a valid form of electronic contract under Article 1320 of the Civil Code and Article 46 of Government Regulation No. 71 of 2019, the application of the principle of freedom of contract does not grant businesses absolute authority to include clauses that reduce or eliminate their legal responsibilities.

In practice, the nature of a clickwrap agreement as a standard, unilaterally drafted agreement places consumers in a weaker position because they do not have the opportunity to negotiate the terms of the agreement (take it or leave it). Therefore, the existence of an exoneration clause must be tested under the provisions of Law No. 8 of 1999. If the clause only limits the business actor's responsibilities proportionally and does not eliminate consumer rights, then the clause is still enforceable. On the other hand, if the clause transfers or eliminates the business actor's responsibilities, limits consumer rights unreasonably, or creates an imbalance in the rights and obligations of the parties, then the clause is null and void and has no binding force, without resulting in the cancellation of the entire clickwrap agreement. However, the validity of the clickwrap agreement must be interpreted as a form of balance between legal certainty in electronic transactions and legal protection for consumers, so that the principle of freedom of contract remains in line with the principles of justice, balance, and good faith as the main objectives of contract law and consumer protection law in Indonesia.

## CONCLUSIONS AND RECOMMENDATIONS

Based on research findings, legal protection for consumers in the use of clickwrap agreements in electronic transactions in Indonesia is legally based in the Civil Code, Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, and Law Number 8 of 1999 concerning Consumer Protection. Although clickwrap agreements are not specifically regulated by law, they are recognized as a valid form of electronic contract as long as they meet the requirements for a valid agreement. However, the use of standard agreements in clickwrap agreements still has the potential to create an imbalance in the positions of the parties, requiring optimal application of consumer protection principles to ensure the fulfillment of consumer rights.

From the perspective of exoneration clauses, clickwrap agreements are, in principle, enforceable as long as their contents do not conflict with statutory provisions, morality, or public order, and do not contain clauses that unilaterally eliminate or limit the business actor's responsibilities. Exoneration clauses that harm consumers violate the provisions of the Consumer Protection Law and are potentially declared null and void. Therefore, the implementation of clickwrap agreements must continue to adhere to the principles of balance, good faith, and protection of consumer rights to ensure legal certainty and justice in electronic transactions. Based on these conclusions, the government needs to formulate more specific regulations regarding clickwrap agreements to provide legal certainty for businesses and

consumers in electronic transactions. Furthermore, businesses are expected to formulate terms and conditions clearly and transparently, without including exoneration clauses that conflict with the Consumer Protection Law. On the other hand, consumers need to improve their understanding of the contents of electronic agreements before granting consent to ensure their rights and interests remain protected in every electronic transaction. Perhaps the government needs to formulate more specific regulations regarding clickwrap agreements to provide legal certainty in electronic transactions. Businesses are also expected to formulate terms and conditions transparently without including exoneration clauses that are detrimental to consumers, while consumers need to understand the contents of the agreement before granting consent.Based on research findings, legal protection for consumers in the use of clickwrap agreements in electronic transactions in Indonesia is legally based in the Civil Code, Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, and Law Number 8 of 1999 concerning Consumer Protection. Although clickwrap agreements are not specifically regulated by law, they are recognized as a valid form of electronic contract as long as they meet the requirements for a valid agreement. However, the use of standard agreements in clickwrap agreements still has the potential to create an imbalance in the positions of the parties, requiring optimal application of consumer protection principles to ensure the fulfillment of consumer rights.

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