



## Regulatory Challenges of Electronic Agreements in E-Commerce Transactions in Indonesia: Towards an Adaptive Legal Framework

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| Info Articles                                                                                                                                                                                                                              | Abstract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Article History</b><br>Received : 2026-08-25<br>Revised: 2026-08-25<br>Published: 2026-09-30<br><br><b>Keywords:</b><br><i>Adaptive Legal Framework; Consumer Protection; E-Commerce; Electronic Agreements; Regulatory Challenges.</i> | The development of <i>e-commerce</i> has changed the formation of contractual relationships through the use of electronic contracts, <i>click-wrap agreements</i> , standard contracts, and digital platforms. Although Indonesia has recognized the applicability of electronic contracts, the development of digital transactions raises issues regarding regulatory coherence, consumer protection, transparency of approval, and platform responsibility. This study aims to analyze the regulatory challenges of electronic agreements in <i>e-commerce</i> transactions in Indonesia and formulate a legal framework that is adaptive to the development of digital technology. The research uses normative legal methods with legislative, conceptual, and comparative approaches. Legal materials are analyzed qualitatively through <i>regulatory gap analysis</i> of contract law, electronic transactions, consumer protection, and trade through electronic systems. Research shows that the main problem lies not in the lack of legal recognition of electronic contracts, but in regulatory fragmentation, contractual imbalances, limited transparency of digital consent, and the lack of optimal construction of platform responsibilities. Indonesia's regulatory framework needs to shift from a formal approach to an adaptive approach that integrates legal certainty, regulatory coherence, <i>substantive fairness</i> , and digital accountability. There is a need for regulatory harmonization, strengthening of <i>informed digital consent</i> standards, risk-based platform responsibility, effective recovery mechanisms, and periodic regulatory evaluation. |

### I. INTRODUCTION

The development of electronic commerce (*E-commerce*) has changed the pattern of the formation of legal relationships in trading activities. Transactions that were previously conducted through face-to-face meetings and written documents can now be formed only through digital actions, such as conducting *Click*, provide consent to the terms and conditions, place an order through the platform, or complete a payment electronically. (Tarigan & Sawitri, 2025)

These changes suggest that contracts are no longer solely understood as legal relationships formed through conventional documents, but have evolved into contractual relationships that take place through electronic systems, often with increasing levels of automation and digital platform engagement. This raises a more fundamental legal question, namely whether Indonesia's legal framework that recognizes the existence of electronic contracts has been able to provide adequate legal certainty,

fairness, and protection for parties in evolving e-commerce transactions.

Normatively, Indonesia basically already has a legal basis that recognizes the validity of electronic agreements. Article 1320 of the Civil Code stipulates the conditions for the validity of agreements, while Article 1338 affirms the binding power of legally made agreements.(Hermawan et al., 2024) This principle was then strengthened in the legal regime of electronic transactions through Law Number 1 of 2024 concerning the Second Amendment to the Electronic Information and Transaction Law, especially Article 18 paragraph (1), which affirms that electronic contracts are binding on the parties. Further regulations are contained in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions and Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems. Thus, the legal problem of electronic contracts in Indonesia does not lie in the absence of a basis for recognition of electronic contracts, but in the extent to which these various provisions are able to answer the complexity of contractual relationships in digital trade.

This issue becomes even more important because contracts in e-commerce generally use the form of standard contracts drafted by business actors or platform operators. Consumers are often only given the option to accept or reject all the terms

without proportionate room for negotiation. This situation raises the issue of the quality of consent (*Agree*), transparency of clauses, balance of positions of the parties, unilateral changes in terms and conditions, and the imposition of responsibility in the event of a dispute.(Zamani et al., 2025) On the other hand, the character of digital transactions also raises issues regarding the strength of proof, identification of parties, data security, and the limits of the platform's responsibility for transactions that take place through electronic systems.(Wahid et al., 2025) Thus, the application of the principle of freedom of contract and the binding power of agreements cannot be separated from the need to ensure that the process of forming electronic contracts still meets the principles of justice and legal protection.

This complexity also shows the challenge of regulatory harmonization. Regulations regarding electronic contracts do not stand in one legal regime, but are spread across civil law, electronic transaction law, consumer protection law, and special regulations regarding trade through electronic systems. In fact, changes in digital trade regulations continue to be made to adjust to the development of business models and technology.(Kholik et al., 2026) This condition can be seen from the issuance of the Regulation of the Minister of Trade Number 19 of 2026 concerning the Implementation of Trade Through Electronic Systems

which replaces the Regulation of the Minister of Trade Number 31 of 2023. These changes show that positive laws must continue to adapt to the development of the digital trade ecosystem.

Based on these conditions, the main challenge of electronic contract law in Indonesia is not only how to provide recognition of the validity of contracts made through electronic systems, but how to build a regulatory framework that is adaptive, coherent, and responsive to changes in technology and digital transaction models. A legal framework that only focuses on formal recognition of electronic contracts is potentially inadequate if it is not accompanied by mechanisms that are able to ensure transparency, contractual balance, consumer protection, certainty of proof, and accountability of business actors and digital platforms. Therefore, a study is needed that not only identifies existing regulatory issues, but also formulates the direction of an *adaptive legal framework* that is able to bring together the principles of contract law with the characteristics and needs of electronic commerce in Indonesia.

## II. RESEARCH METHODS

This research uses a normative legal research method with a doctrinal approach (*Normative/doctrinal legal research*) to analyse regulatory challenges to electronic agreements in electronic trade transactions (*E-commerce*) in Indonesia and formulate

the direction of an adaptive legal framework. Normative legal research was chosen because the main object of the research is legal norms, legal principles, doctrines, and regulatory construction that govern the formation, enforcement, implementation, and protection of laws in electronic agreements.(Jonaedi & Ibrahim, 2018, p. 18) The research is not directed to measure people's behavior empirically, but rather to test the coherence, adequacy, and positive legal capabilities in responding to the development of digital transactions.

Legislative approach (*Statute approach*) is used as the main approach by examining various legal provisions that are directly related to electronic agreements and trade through electronic systems.(Suyanto, 2023, p. 117) Primary legal materials include the Civil Code, especially provisions regarding the legal terms of agreements and binding power of agreements, Law Number 1 of 2024 concerning the Second Amendment to the Electronic Information and Transaction Law, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, Law Number 8 of 1999 concerning Consumer Protection, and Regulation of the Minister of Trade Number 19 of 2026 concerning the Implementation of Trade Through Electronic Systems.

The review of these regulations was carried out to identify relationships, consistency, potential overlaps, and regulatory gaps related to electronic contracts in e-commerce transactions.

In addition to the legislative approach, the research uses a *conceptual approach* to examine the legal concepts that are the basis of the analysis, especially freedom of contract, consensualism, good faith, contractual balance, consumer protection, legal certainty, and responsibility in electronic transactions. This approach is necessary because the issue of electronic contracts cannot be solved by reading normative provisions textually. Changes in the character of digital transactions require an interpretation of how the legal principles of conventional contracts can be applied in a digital environment characterized by standard contracts, *click-wrap agreements*, transaction automation, and the involvement of platforms as intermediaries.

This study also uses a selective *comparative approach* to gain perspective on how other legal systems respond to the development of electronic contracts and digital commerce. The comparison is not intended to adopt the rules of other countries directly, but to identify relevant principles, mechanisms, or regulatory designs to strengthen Indonesia's legal framework. The aspects compared include the recognition of electronic contracts,

consumer protection in standard contracts, transparency of contractual terms, the responsibility of platform operators, and the ability of regulations to keep up with technological developments.

The legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials are in the form of relevant laws and regulations and court decisions. Secondary legal materials include law books, national and international journal articles, research results, and expert opinions discussing contract law, electronic commerce, consumer protection, and digital technology regulation. Meanwhile, tertiary legal materials are used as supporting sources to clarify the terminology and legal concepts used in research.

The collection of legal materials was carried out through literature studies by tracing official legal sources and relevant academic literature. Legal materials were then classified based on themes, namely the validity and formation of electronic contracts, the position of the parties, standard contracts and digital approvals, consumer protection, electronic proof, platform responsibility, and the development of electronic commerce regulations. Furthermore, legal materials were analyzed qualitatively through juridical interpretation and *regulatory gap analysis*. The analysis was carried out by comparing applicable legal norms, contract legal principles, the development of e-

commerce practices, and the need for legal protection in digital transactions.

The final stage of analysis is directed at the construction of an *adaptive legal framework*. The framework is formulated based on findings regarding gaps, fragmentation, and limitations of existing regulations. The adaptability parameters used include legal certainty, regulatory coherence, protection of weaker parties, contractual transparency, platform accountability, flexibility to technological developments, and the effectiveness of dispute resolution mechanisms. With this method, the research does not stop at identifying positive legal weaknesses, but produces normative arguments regarding the direction of regulatory reform that can build an electronic agreement legal system that is more responsive to the dynamics of digital trade in Indonesia.

### **III. RESULTS AND DISCUSSION**

#### **A. Legal Construction of Electronic Contracts and Regulatory Coherence Challenges in Indonesia**

The results show that Indonesia basically has enough legal foundations to recognize the existence and binding power of electronic contracts, but such construction has not yet fully resulted in a coherent regulatory system to deal with the complexity of e-commerce transactions.(Wolf, 2025) The main issue is no longer about whether or not there is legal

recognition of electronic contracts, but about how the various norms spread across treaty law, electronic transactions, trade through electronic systems, and consumer protection can work in an integrated manner. Thus, the regulatory problems found in this study are structural and functional: laws are already in place, but the relationships between norms, the scope of responsibility, and the ability of regulations to respond to technological changes still need to be strengthened.

Conceptually, an electronic contract remains an agreement that must meet the basic principles of contract law. Article 1320 of the Civil Code stipulates four conditions for the validity of an agreement, namely agreement, competence, a certain thing, and a halal cause. Article 1338 then emphasizes that a legally made agreement is valid as a law for those who make it.(Kandriana et al., 2025) The change of the medium from physical documents to electronic systems does not in principle eliminate these requirements. In other words, digitalization does not create entirely new contract laws, but presents new problems regarding how agreements, the identities of the parties, the objects of contracts, and free will can be proven and assessed in the digital environment.

This recognition is strengthened by Law Number 1 of 2024 concerning the Second Amendment to the Electronic Information and Transaction Law. The legal framework

maintains the principle that electronic transactions outlined in electronic contracts are binding on the parties.(Ramadhan et al., 2026) The same law also provides a legal basis for the use of electronic information and electronic documents in legal relationships. Thus, normatively there is no reason to place electronic contracts as a form of agreement that has a lower status than conventional contracts.

However, such formal recognition does not automatically resolve the issue of the quality of the agreement. In e-commerce transactions, agreements are often realized through simple actions such as pressing the "agree" button, placing an order, or completing a payment.(Silviasari, 2020) The mechanism can meet the formal indicators of the existence of *Acceptance*, but it is still substantively questionable whether the consumer really knows the content of the contract he is agreeing to. This is where there is a difference between contractual consent as a formal act and informed consent as consent based on adequate information.(Wardani et al., 2026)

Contract law that only sees an act of consent has the potential to ignore structural conditions when one party has full control over the design of the contract and the other party has only the option of accepting or abandoning the transaction.(Salim, 2021, p. 29)

This problem becomes increasingly complex because electronic contracts in e-commerce are generally standard contracts. Business actors or platforms prepare terms and conditions in advance, while consumers do not have comparable opportunities to negotiate.(Saputra, 2025) Such conditions do not necessarily cause the contract to become invalid, but give rise to the need to test the substance of the clauses used. Article 18 of Law Number 8 of 1999 concerning Consumer Protection provides restrictions on the inclusion of certain standard clauses, including clauses that basically transfer the responsibility of business actors or place consumers in an unreasonable position. Thus, the principle of freedom of contract cannot be understood as the absolute freedom of business actors to determine the entire content of the contract.

The findings highlight an important issue in the relationship between validity and fairness. An electronic contract can meet the formal requirements for the formation of an agreement, but certain clauses may still face restrictions under consumer protection law.(Polopadang & Silalahi, 2026) Therefore, the analysis of electronic contracts should not stop at the question of whether the consumer has clicked the consent button. The analysis should continue on the question of whether such consent is given in a transparent contractual

structure, whether relevant information is conveyed in an easily understandable manner, whether there are clauses that disproportionately transfer liability, and whether consumers have effective mechanisms in place to defend their rights.

Government Regulation Number 71 of 2019 defines that an electronic contract is an agreement between the parties made through an electronic system. This regulation is important because it emphasizes the relationship between contract law and electronic systems as a medium for establishing legal relationships. However, the existence of electronic systems also creates a new dimension that is not fully found in conventional contracts. System reliability, information security, the ability to identify the parties, document integrity, and the continuity of access to transaction records are factors that affect the ability of the parties to prove the existence and content of the contract. (Rizki & Rizki, 2025)

At this point, the issue of proof is an important part of the regulatory challenge. Electronic contracts must not only be formable, but also can be reconstructed in the event of a dispute. In conventional transactions, physical documents are relatively easy to place as evidence of the content of the agreement. (Putra & Priyanto, 2025) In digital transactions, evidence can be in the form of transaction records, *Log System*, electronic mails, notifications, proof of

payment, digital documents, or other data stored on the system. Therefore, the reliability of electronic systems and the ability to maintain data integrity have a direct consequence on the legal certainty of the contract.

Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems expands the dimension of this regulation by placing electronic trade as an ecosystem that involves various types of business actors and transaction processes. (Novitasari & Abbas, 2025) This regulation is not only related to the establishment of buying and selling, but also touches on the identity of legal subjects, cross-border transactions, trade mechanisms, and relationships between business actors and consumers. The government explicitly emphasizes the importance of clarity on the identity of legal subjects in PMSE activities.

Thus, the results of the analysis show that Indonesian regulations actually form a multi-layered legal framework. The Civil Code provides a contractual foundation, the ITE Law provides legitimacy for electronic transactions, PP 71/2019 regulates the implementation of electronic systems and transactions, PP 80/2019 regulates trade through electronic systems, while the UUPK provides protection instruments for consumers. The problem is that each regulation has a different orientation. Contract law emphasizes freedom and binding power, electronic transaction law emphasizes the legitimacy and

reliability of the system, trade law emphasizes the implementation of business activities, while consumer protection law emphasizes the protection of weaker parties.

Such differences in orientation do not necessarily result in direct normative conflicts, but can create gaps when an event is at the intersection of several legal regimes. For example, clauses in a platform may be formally agreed upon by consumers under the electronic contract mechanism, but their substance may be questioned based on the principle of consumer protection. Similarly, a transaction can technically be recorded in an electronic system, but the issue of liability for misinformation, system failure, or third-party actions still requires determining which actor should be responsible.

These findings lead to the conclusion that the first challenge of Indonesian regulation is regulatory coherence. The state does not lack norms, but needs mechanisms that ensure that these scattered norms produce consistent legal standards. Strengthening electronic contract laws is therefore not enough to be done by adding new rules, but needs to be done through harmonization and affirmation of the relationship between contract law, consumer protection, PMSE regulations, and the implementation of electronic systems.

## **B. Digital Standard Contracts, Consumer Protection, and**

### **Platform Accountability in E-Commerce Transactions**

The next regulatory challenge is related to the imbalance in the position of the parties. The results of the study show that the characteristics of e-commerce transactions cause the issue of consumer protection to be inseparable from the design of electronic contracts. Consumers are generally dealing with contracts that have been pre-designed by business actors or platforms, so the freedom to formally contract remains, but the freedom to determine the substance of the contract is very limited.(Hapsari & Lie, 2025) This condition shows that the measure of fairness in electronic contracts must take into account not only the existence of consent, but also the conditions under which such consent is granted.

Normatively, this position can be explained through the principle of consumer protection. The UUPK does not reject the use of standard contracts as an instrument of trade efficiency. What is limited is the use of certain clauses that can harm consumers or eliminate the responsibility of business actors.(Hutagalung et al., 2021) Article 18 of the UUPK therefore has an important meaning in digital transactions, because the standard clauses that used to be printed in physical documents can now be present in the form of *Terms and conditions*, *Privacy Policy*, *return policy*, *Refund Policy*, and various

other forms of digital requirements. Substantially, such changes in form should not be a reason to circumvent legal restrictions on standard clauses.

The problem lies in the way the clause is presented. Digital contracts can consist of lengthy documents, use technical language, be placed through links that are not always read, or be presented along with a fast transaction process.(Rahmawati, 2024) In such circumstances, consumers formally do give consent, but there is a possibility that such consent is not based on adequate understanding. Therefore, the study finds that transparency should be treated as an integral part of the validity and fairness of electronic contracts, rather than just an administrative obligation for business actors.

Transparency in this context is not enough to be interpreted as an obligation to provide information. Information must be available in a form that is accessible, understandable, and relevant to consumer decisions. Provisions regarding prices, characteristics of goods, surcharges, cancellation mechanisms, returns, refunds, limitation of liability, and complaint mechanisms must be known before consumers are binded. If important information is placed in hard-to-find clauses or presented in a manner that reduces readability, then the formal existence of information does not necessarily mean substantive transparency.

Another problem found is the change in the platform's position in contractual relationships. In conventional transactions, the legal relationship is relatively simple because the seller and buyer interact directly.(Yulia, 2024) In the e-commerce ecosystem, transactions can involve sellers, consumers, marketplaces, payment providers, logistics services, and technology providers. Platforms can even determine payment mechanisms, provide scoring systems, establish complaint procedures, store transaction information, and determine dispute resolution procedures. Thus, platforms are not just a neutral space where sellers and buyers meet.

The consequence is that problems arise *Platform Accountability*.(Rahman et al., 2024) If the platform has the ability to regulate most of the transaction process, then it is difficult to maintain the view that the platform is always outside the established legal relationship.(Ramli et al., 2020) However, this also does not mean that the platform should be held responsible for all of the seller's mistakes. A more appropriate approach is to build responsibility based on the function, control, and contribution of the platform to the risks that occur. The more control the platform has over the transaction process, the greater the reason to impose certain obligations on it.

The latest regulatory developments show a trend in this

direction. Regulation of the Minister of Trade Number 19 of 2026 concerning the Implementation of Trade Businesses Through Electronic Systems shows an update to the PMSE regime and replaces Permendag Number 31 of 2023. These changes show that regulators are aware of the need to continue to adapt the electronic trade framework to the development of the digital ecosystem. In fact, the progress of its implementation shows concern for strengthening the complaint mechanism in the marketplace as part of consumer protection and digital trade accountability.

These developments are important because they show a shift in regulatory orientation. In the early phases of e-commerce development, legal attention was mainly directed to the question of whether electronic transactions can be recognized as legitimate transactions. In the later stages, attention shifted to how consumers are protected and how businesses carry out their obligations. In the modern platform ecosystem, the focus has again evolved into questions about who controls digital risk and who should be held accountable for those risks.(Wibowo, 2024, p. 46)

In the perspective of contract law, the can be attributed to the principles of good faith and balance. Article 1338 of the Civil Code not only gives binding power to agreements, but in the doctrine of contract law it is also the basis for the importance of

implementing agreements in good faith.(Putri & Nirmala, 2026) Therefore, the business actor should not use its contractual power to create a liability structure that unilaterally benefits him. Similarly, the platform should not use its dominant position to shift the entire risk of the transaction to the consumer when the platform has the real ability to prevent or mitigate such risks.

The findings also show the need to differentiate between *freedom of contract* and *freedom from unfair contractual practices*. Freedom of contract has an important value because it allows business actors to create innovative business models.(Jatmiko, 2025) However, such freedom has limits when its implementation results in an imbalance that is contrary to the protection of consumer law. Thus, legal adaptation does not mean reducing the freedom of contract as a whole, but ensures that such freedom is exercised within a framework that preserves fairness.

On the other hand, regulation should also avoid an overly restrictive approach. If any transaction risk is imposed on the platform, it can increase compliance costs and hinder digital innovation. Therefore, the principle of proportionality is important. Platform responsibility should be linked to the capacity, function, and level of control over transactions. This kind of risk-based approach is more in line with the

character of the digital economy than the absolute responsibility model.

Thus, the results of the research in this section show that regulatory effectiveness in electronic contracts is highly dependent on the legal ability to address structural imbalances between consumers, business actors, and platforms. Consumer protection is not enough to be provided through the prohibition of standard clauses, but must be complemented by standards of transparency, complaint mechanisms, clarity of responsibility, and effective dispute resolution mechanisms. At the same time, the responsibility of platforms must be built proportionately based on its functions and level of control over transactions. In conclusion, effective regulation must move from simply recognizing electronic contracts to governance of digital contracting.

### **C. Towards an Adaptive Legal Framework for Electronic Contracts in Indonesia**

Based on the previous two findings, this study produces an argument that the main need of Indonesian law is not solely to form new regulations, but to build an adaptive legal framework that is able to maintain fundamental legal principles while adapting the implementation mechanism to technological changes. The adaptive concept is important because the character of digital transactions is not static. The form of contracts, authentication technology, payment

mechanisms, the use of artificial intelligence, transaction automation, and the business model of platforms can change faster than the process of forming laws and regulations.

The adaptive legal framework must first of all maintain the basic principles of contract law. Agreements, prowess, specific objects, lawful causes, binding force, and good faith remain the main foundations.(Sidauruk et al., 2026) Digitalization should not be used to remove these principles. Instead, the law needs to develop mechanisms that allow the principle to be applied to new forms of transactions. Thus, legal adaptation is not synonymous with replacing old principles, but by providing new interpretations and instruments to keep them effective in the digital context.

The first parameter is *Technological neutrality*. Regulation should not rely too much on one particular technology. If the law only regulates the forms of technology that are available today, regulation will quickly become obsolete as technology changes.(Ningsih et al., 2025, p. 48) Norms should be more about the legal functions that must be met, such as authentication, data integrity, transparency, security, transaction records, and provability. With such an approach, the law can remain relevant even if the technology used to fulfill those functions changes.

The second parameter is *regulatory coherence*. Because the regulation of electronic contracts is

spread across several legal regimes, harmonization is needed between the Civil Code, the ITE Law, PP 71/2019, PP 80/2019, the UUPK, PMSE regulations, and other relevant legal regimes. Coherence does not mean that all provisions must be placed in a single law, but each regulation must have a clear relationship regarding its scope, obligations, prohibitions, responsibilities, and enforcement mechanisms.

The third parameter is *Substantive Fairness*. Adaptive frameworks must recognize that formal equality does not always result in substantive justice. In transactions that use standard contracts, consumers do not have the same bargaining power as businesses or platforms.(Sani & Syah, 2026) Therefore, the law needs to pay attention to clauses that have the potential to create imbalances, especially clauses limiting liability, unilateral changes in terms, restricting refunds, and dispute resolution mechanisms that make it difficult for consumers.

The fourth parameter is informed *digital consent*. Electronic consent must be understood as more than just a button-click activity. Adaptive regulation needs to encourage the presentation of important clauses in a clear, easy to find, easy to understand, and accessible again after the transaction has been made. Thus, the concept of consent in contract law can be adapted to the characteristics of the

digital environment without losing the substance of free will as the basis of the agreement.

The fifth parameter is risk-based platform accountability. Platforms need to be held accountable according to the level of control they have over transactions. Platforms that only provide certain infrastructure cannot be treated the same as platforms that control payments, fund storage, seller verification, complaint systems, promotions, and dispute resolution mechanisms. A risk-based approach allows the law to strike a balance between consumer protection and the sustainability of digital innovation.

The sixth parameter is effective redress. Legal protection will be meaningless if consumers do not have realistic means to obtain recovery.(Tampubolon, 2016) Therefore, an adaptive framework needs to develop a digital complaint mechanism, online dispute resolution, transaction documentation that can be accessed by consumers, and proportionate recovery procedures. The development of Trade Regulation Number 19 of 2026 which strengthens the implementation aspect of PMSE shows the direction of regulations that increasingly pay attention to governance and consumer protection in the digital ecosystem.

The seventh parameter is *Regulatory Responsiveness*. Digital regulations must have the ability to be evaluated and updated based on new technological developments and risks.(Arbani & Putri, 2024) This is the

main differentiator between adaptive legal frameworks and conventional legal frameworks that tend to be static. Periodic evaluation mechanisms, stakeholder consultations, risk-based oversight, and the ability of regulators to issue implementation guidelines can be important instruments to maintain regulatory relevance.

Based on these parameters, this study constructs an adaptive legal framework in the form of complementary relationships. *Legal certainty* is the foundation; *regulatory coherence* is the integration mechanism; *digital transparency* is a meaningful consent requirement; substantive *fairness* is an instrument for the protection of weaker parties; platform *accountability* is a risk distribution mechanism; effective redress is an instrument of recovery; and regulatory responsiveness is a mechanism for the law to keep up with technological developments.

The framework shows that adaptability does not mean that the law must always change with every technological innovation. Such an approach can actually produce legal uncertainty. The adaptability referred to in this study is the ability of law to maintain its basic principles while providing a flexible mechanism to deal with changes in the form of transactions. Thus, the law does not become too rigid towards technology, but also is not too loose, sacrificing legal certainty and protection.

These findings also provide answers to the research gaps that have been identified in the literature review. Previous research has examined the validity of electronic contracts, consumer protection, standard clauses, and responsibilities in digital transactions separately. This study integrates these issues in one framework by placing adaptability of regulation as a common point. With this approach, the validity of contracts is not separated from fairness, consumer protection is not separated from contract design, and platform responsibilities are not separated from the level of control over transaction risks.

Normatively, the model also shows that legal reform does not always have to be carried out through the formation of new laws. The first stage can be done through harmonization and systematic interpretation of existing regulations. The second stage can be done through strengthening technical regulations regarding contract transparency, digital approvals, platform responsibilities, and complaint mechanisms. The third stage can be directed to the establishment of periodic regulatory evaluation mechanisms so that the law is able to respond to technological developments.

Thus, the final results of the study show that adaptability is a new dimension that needs to be added in assessing the effectiveness of electronic contract regulations in

Indonesia. A regulation is not enough to judge whether the regulation provides recognition for electronic contracts, but also from whether it is able to provide certainty, protect vulnerable parties, allocate risks proportionately, maintain platform accountability, and remain relevant when technology and trading models change. Such a legal framework allows Indonesia to maintain the basic principles of contract law while building a regulatory system that is more responsive to the dynamics of e-commerce.

Therefore, the substantive conclusion of this discussion is that the future of Indonesia's electronic contract regulation does not lie in the choice between regulation and innovation, but in the ability to build regulations that can accommodate innovation without sacrificing legal certainty and weaker party protection. The adaptive legal framework is an approach that allows the law to carry out these functions through a combination of certainty, coherence, transparency, fairness, accountability, recovery, and regulatory responsiveness.

#### **IV. CONCLUSION**

This research shows that the development of *e-commerce* transactions has resulted in fundamental changes in the way contractual relationships are formed and implemented. Electronic contracts have basically gained legitimacy in the Indonesian legal

system through a combination of treaty law, electronic transaction law, consumer protection law, and trade regulation through electronic systems. Articles 1320 and 1338 of the Civil Code remain the foundation regarding the legal terms and binding power of agreements, while the Electronic Information and Transaction Law, Government Regulation Number 71 of 2019, Government Regulation Number 80 of 2019, the Consumer Protection Law, and PMSE regulations provide additional dimensions to legal relationships in digital transactions. Therefore, the main issue no longer lies in the question of whether electronic contracts are recognized by law, but whether the entire regulatory framework is able to provide certainty, fairness, and legal protection in the ever-evolving digital commerce environment.

The results of the first study show that there is a problem of regulatory coherence. The regulation of electronic contracts is spread across various legal regimes with different orientations and mechanisms. Contract law emphasizes freedom of contract and binding force, electronic transaction law provides legitimacy to transactions based on electronic systems, commercial law regulates the implementation of PMSE activities, while consumer protection law restricts contractual practices that can harm consumers. This fragmentation does not always cause direct conflict,

but can result in ambiguity when a transaction is at the intersection of several legal regimes. Therefore, strengthening regulations is not enough to be done through the addition of norms, but requires harmonization and integration between legal frameworks.

The second result shows that the development of digital standard contracts and *click-wrap agreements* raises issues regarding the quality of consumer consent. Consent provided through digital actions can meet the formal aspects of contract formation, but does not necessarily reflect consent based on adequate information. The imbalance of bargaining power, the length and complexity of terms and conditions, and the limited opportunities for consumers to negotiate suggest that formal validity needs to be distinguished from substantive justice. Thus, the principle of freedom to contract must be placed side by side with the principles of good faith, transparency, balance, and consumer protection.

The third outcome relates to the increasing role of digital platforms. Marketplaces no longer simply function as meeting spaces between sellers and buyers, but in many business models have control over payments, transaction information, complaint mechanisms, verification, promotion, and dispute resolution. These conditions give birth to the need to clarify platform accountability. However, platform

responsibilities are not exactly built in absolute terms. A more proportionate approach is to connect responsibility to the platform's functions, capacity, level of control, and contribution to transaction risk. With such an approach, consumer protection can be strengthened without hindering innovation and efficiency in the digital economy.

Based on the overall findings, this study emphasizes that Indonesia's regulatory framework needs to be directed towards an adaptive legal framework. An adaptive framework does not mean replacing conventional contract legal principles, but ensures that these principles remain effective when applied in a digital environment. The framework must be built through at least seven main parameters, namely *technological neutrality*, *regulatory coherence*, *substantive fairness*, *informed digital consent*, *risk-based platform accountability*, *effective redress*, and *regulatory responsiveness*. These seven parameters form a system that links legal certainty with regulatory flexibility, consumer protection with digital innovation, and freedom of contract with substantive justice.

On that basis, research recommendations are directed at three levels. First, the government and regulators need to harmonize various regulations that regulate electronic contracts, electronic transactions, consumer protection, and PMSE so that there are no overlaps or

regulatory gaps. Second, regulations need to strengthen *informed digital consent* standards, transparency clauses, standard contract arrangements, and platform responsibilities based on their level of control over transactions. Third, a periodic regulatory evaluation mechanism is needed to ensure that the law can respond to technological changes, business models, and new risks without losing legal certainty. Thus, the future of Indonesia's electronic contract law is not solely determined by the ability of the law to recognize digital transactions, but by its ability to build contractual governance that is adaptive, fair, responsive, and able to maintain a balance between digital economy innovation and legal protection for the parties.

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