



Clickwrap Agreements in Indonesian FinTech Services: Legal Validity, Doctrinal Tensions, and the Limits of Enforceability under Civil Law

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ABSTRACT

The rapid expansion of financial technology (FinTech) in Indonesia has transformed contractual relations through standardized electronic contracts, particularly clickwrap agreements in which consent is expressed by affirmative digital action. This article examines the legal construction and enforceability of clickwrap agreements under Law No. 1 of 2024 on Electronic Information and Transactions and evaluates their validity from the perspective of Indonesian civil contract law, with reference to Article 1320 of the Civil Code. Using a doctrinal legal analysis that integrates statutory interpretation and conceptual assessment of contractual consent, the study interrogates the coherence between procedural digital validity and substantive agreement requirements. The findings reveal that although clickwrap agreements are formally recognized as binding electronic contracts, a normative tension persists between technological formalism and the civil law conception of consent as a free and informed manifestation of will. Standardized contractual architectures and information asymmetry may weaken substantive autonomy despite formal compliance. The article argues for a recalibrated enforceability framework that incorporates autonomy, transparency, and contractual fairness to support regulatory harmonization and sustainable FinTech governance.

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1. Introduction

The rapid expansion of financial technology (FinTech) in Indonesia has fundamentally reshaped contractual relationships between digital service providers and consumers. This transformation is marked by the extensive reliance on standardized digital contracts, particularly clickwrap agreements, as the primary mechanism for obtaining user consent in technology-driven financial transactions. Empirical scholarship in the fields of digital contracting and consumer behavior consistently demonstrates that acceptance of online terms and conditions is frequently granted without thorough reading or adequate comprehension of contractual content, especially where clauses are presented in lengthy, highly technical, and non-negotiable formats.¹ This phenomenon gives rise to a critical doctrinal question as to whether the act of clicking an “agree” button can genuinely be regarded as an expression of free, informed, and conscious consent. The issue bears direct relevance to the principle of consensualism embedded in Article 1320(1) of the Indonesian Civil Code, which requires a valid agreement as an essential element for the formation of a legally binding contract.

The enactment of Law No. 1 of 2024 amending the Electronic Information and Transactions Law has strengthened the formal recognition of electronic contracts and enhanced regulatory certainty for digital transactions.² Nevertheless, substantive uncertainty persists regarding whether automated expressions of consent satisfy the classical civil law requirement of genuine agreement.³ This tension is particularly salient in FinTech services, where contractual commitments are inseparable from financial exposure, repayment obligations, credit consequences, and potential long-term legal liability. The convergence of technological efficiency, standardized drafting practices, and information asymmetry between platforms and users further intensifies the risk of formal consent being detached from meaningful understanding.

Existing scholarship has largely examined electronic contracts within the broader domains of e-commerce and general digital transactions. Studies by Martinelli et al. (2024), Artanti and Widiatno (2020), and Subarkah and Gravionika (2024) provide valuable insights into digital contracting regimes but tend to treat electronic consent as

¹ Yannis Bakos, Florencia Marotta-wurgler, and David R Trossen, “Does Anyone Read the Fine Print? Consumer Attention to Standard-Form Contracts,” *The Journal of Legal Studies* 43, no. 1 (2014): 1–35, <https://doi.org/https://www.jstor.org/stable/10.1086/674424>; Jonathan A Obar and Anne Oeldorf-Hirsch, “The Biggest Lie on the Internet: Ignoring the Privacy Policies and Terms of Service Policies of Social Networking Services,” *Information, Communication & Society* 23, no. 1 (January 2, 2020): 128–47, <https://doi.org/10.1080/1369118X.2018.1486870>.

² A Situmeang, “LEGAL VALIDITY OF SMART CONTRACTS FOR INVESTMENT PURPOSES: ANALYSIS OF INDONESIA’S LEGAL POLITICS AND EMERGING CHALLENGES,” *Masalah-Masalah Hukum* 54, no. 2 (2025): 269–82, <https://doi.org/10.14710/mmh.54.2.2025.269-282>.

³ H H Fairuza, N C Supriantoro, and A R Trianto, “Conceptualizing the Establishment of BPPKE: Legal Protection for Businesses in Indonesia,” *Jurnal Hukum Bisnis Bonum Commune* 7, no. 2 (2024): 58–68, <https://doi.org/10.30996/jhbhc.v7i2.10502>.

functionally equivalent across sectors.⁴ Such generalization overlooks the distinctive regulatory intensity, financial risk allocation, and consumer vulnerability inherent in FinTech ecosystems. Unlike ordinary online retail transactions, FinTech contracts may directly affect users' financial stability, credit profiles, and long-term legal exposure. Consequently, applying generic electronic contract doctrines without sectoral differentiation risks obscuring both doctrinal tensions and socio-legal implications.

Beyond doctrinal validity, the enforceability of clickwrap agreements in FinTech also raises concerns related to fairness, bargaining imbalance, and consumer protection. Contractual terms are typically presented in lengthy, highly technical, and non-negotiable formats, often producing what scholars describe as "consent without comprehension."⁵ This structural imbalance challenges the classical civil law assumption of contractual autonomy grounded in relatively equal bargaining positions. It further raises the question of whether a user's failure to read standard terms should automatically negate claims for legal protection, or whether corrective legal mechanisms should intervene to mitigate systemic informational disadvantages.

In this context, Indonesia faces an urgent need to clarify how civil law principles governing consent, contractual validity, and binding force should be operationalized in clickwrap agreements within FinTech services. This need is consistent with recent scholarship on Indonesian contract law reform, which underscores that a legal framework still largely derived from the colonial Civil Code is no longer adequate to accommodate contemporary contractual practices.⁶ Such scholarship emphasizes the necessity of substantive reform, including explicit regulation of electronic contract validity and the recognition of contractual obligations arising beyond classical notions of agreement. The absence of a coherent doctrinal framework risks generating fragmented judicial reasoning, interpretive inconsistency, and legal uncertainty for both consumers and market participants. Conversely, an overly rigid application of traditional contract doctrine, without sufficient sensitivity to technological dynamics and digital business practices, may

⁴ Dyah Ayu Artanti and Men Wih Widiatno, "Keabsahan Kontrak Elektronik Dalam Pasal 18 Ayat 1 UU ITE Ditinjau Dari Hukum Perdata Di Indonesia," *JCA of Law* 1, no. 1 (2020): 88–98; Imelda Martinelli et al., "Penggunaan Click-Wrap Agreement Pada E-Commerce: Tinjauan Terhadap Keabsahannya Sebagai Bentuk Perjanjian Elektronik," *Jurnal Supremasi* 14, no. 1 (2024): 73–86; Amirah Dwi Subarkah and Elsa Gravionika, "Validitas Hukum Perjanjian Clickwrap Dan Browsewrap Dalam Transaksi E-Commerce : Kajian Normatif Terhadap Prinsip Konsensualisme," *Jurnal Hukum Legalita* 6, no. 2 (2024), <https://doi.org/https://doi.org/10.47637/legalita.v6i2.1783>.

⁵ Obar and Oeldorf-Hirsch, "The Biggest Lie on the Internet: Ignoring the Privacy Policies and Terms of Service Policies of Social Networking Services"; V C Plaut and R P Bartlett, "Blind Consent? A Social Psychological Investigation of Non-Readership of Click-through Agreements," *Law and Human Behavior* 36, no. 4 (2012): 293–311, <https://doi.org/10.1037/h0093969>.

⁶ S S.H and H Sugiyono, "Government Policy in Indonesian Contract Law That Still Uses Contract Law Inherited from Dutch Product," *International Journal of Law and Management* 66, no. 1 (2024): 1–10, <https://doi.org/10.1108/IJLMA-09-2022-0203>.

impede innovation and undermine broader financial inclusion objectives. Accordingly, a calibrated doctrinal assessment is required to reconcile legal certainty, contractual justice, consumer protection, and regulatory adaptability within Indonesia's evolving FinTech landscape.

Accordingly, this study pursues two interrelated objectives. First, it examines the legal construction and operational mechanisms of clickwrap agreements in Indonesian FinTech services as electronic contracts under Law No. 1 of 2024 on Electronic Information and Transactions. Second, it critically assesses their legal validity under Indonesian civil law, with particular reference to the essential requirements of a valid contract set out in Article 1320 of the Civil Code. By integrating doctrinal analysis with sector-specific regulatory dynamics, this study seeks to clarify normative boundaries, expose latent doctrinal tensions, and contribute to the refinement of legal standards governing digital consent and contractual enforceability in Indonesia's FinTech landscape.

2. Legal Material and Methods

This study adopts a doctrinal legal research design, focusing on the systematic analysis of positive law, legal principles, and authoritative scholarly interpretations. The primary objective is to assess the legal validity and enforceability of clickwrap agreements in Indonesian FinTech services within the framework of civil contract law and digital regulation.

Primary legal materials consist of the Indonesian Civil Code, particularly Articles 1313 and 1320 on contract formation and validity; Law No. 1 of 2024 on Electronic Information and Transactions; relevant implementing regulations, including Government Regulation No. 71 of 2019 and Government Regulation No. 80 of 2019; Law No. 8 of 1999 on Consumer Protection; and sector-specific regulations issued by the Financial Services Authority (OJK), notably Regulation No. 77/POJK.01/2016 on information technology-based lending services. These statutory instruments are examined to identify normative standards governing electronic consent, contractual binding force, and consumer protection in digital financial services. Secondary legal materials include peer-reviewed journal articles, academic monographs, and authoritative commentaries on contract law, electronic transactions, and financial regulation. Tertiary materials, such as legal dictionaries and encyclopedias, are used to clarify technical concepts and ensure terminological consistency.

The analysis employs a statute-based approach and a conceptual approach. The statute-based analysis examines the coherence, scope, and normative interaction among relevant legal instruments, while the conceptual analysis interrogates foundational civil law doctrines, including consensualism, freedom of contract, and the manifestation of intent. Legal materials are analyzed qualitatively through doctrinal interpretation, systematic construction, and limited comparative reference to prevailing civil law scholarship. This

methodological framework enables a critical evaluation of doctrinal tensions between formal digital consent mechanisms and classical requirements of contractual validity, as well as the identification of the legal limits of enforceability in the FinTech context.

3. Results and Discussion

3.1. Mechanism of Clickwrap Agreements in Indonesian FinTech under Law No. 1 of 2024 on Electronic Information and Transactions

The digitalization of financial services has significantly reshaped the formation of contracts in Indonesia, particularly within FinTech ecosystems.⁷ Among various electronic contracting mechanisms, clickwrap agreements have become the dominant model. Users manifest assent to pre-formulated terms and conditions by actively clicking a designated interface command, such as “I Agree” or “Accept,” as a prerequisite for accessing a service.⁸ This mechanism relies on automated information systems and network infrastructure, distinguishing it from conventional contracting processes that involve physical signatures, direct negotiation, or individualized bargaining.⁹

Under Law No. 1 of 2024 amending the Electronic Information and Transactions Law (EIT Law), electronic contracts are expressly recognized as legally binding, provided that they satisfy the essential requirements of contract validity.¹⁰ Article 1(17) defines electronic contracts as agreements concluded through electronic systems, while Article 18 affirms that electronic contracts possess the same legal force as conventional contracts when they comply with the four validity elements stipulated in Article 1320 of the Indonesian Civil Code: mutual consent, legal capacity, a definite object, and a lawful cause.¹¹ This regulatory architecture reflects the principle of functional equivalence endorsed in international instruments, notably the UNCITRAL Model Law on Electronic Commerce,¹² which promotes legal neutrality between electronic and paper-based transactions in order to enhance predictability and transactional efficiency.¹³

⁷ Md Shahin Kabir et al., “When Business Law Meets FinTech: Contracts in a Digital Age -The U.S. Perspective,” *International Journal of Re Research Publication and Reviews* 6, no. 9 (September 1, 2025): 4009–11.

⁸ K Manwaring, “Enforceability of Clickwrap and Browsewrap Terms in Australia: Lessons from the U.S. and the U.K.,” *Studies in Ethics, Law, and Technology* 5, no. 1 (2011), <https://doi.org/10.2202/1941-6008.1102>.

⁹ Manwaring.

¹⁰ Ilham Abbas et al., “Business Agreements: Enhanced Investor Protection in Enterprises with Generation Z Consumers,” *Al Adalah: Jurnal Hukum Dan Politik Islam* 9, no. 2 (2024): 127–40, <https://doi.org/https://doi.org/10.30863/ajmpi.v9i2.6198>.

¹¹ D B Kharisma et al., “The Nature of Fairness in Contracts: An Electronic Contract Perspective,” *Jurnal Hukum Novelty* 16, no. 1 (2025): 85–100, <https://doi.org/10.26555/jhn.v16i1.29650>.

¹² L G Castellani, *UNCITRAL Model Laws on Digital Trade: Electronic Transferable Records, Digital Identity and Trust Services*, *UNCITRAL Model Laws on Digital Trade: Electronic Transferable Records, Digital Identity and Trust Services*, 2025, <https://doi.org/10.5040/9781509937448>.

¹³ Castellani.

In operational practice, clickwrap agreements are widely deployed across Indonesian FinTech services, including digital wallets (such as OVO, Dana, and GoPay), online lending platforms (such as Kredivo, Akulaku, and Kredit Pintar), and integrated payment interfaces. From a regulatory and evidentiary standpoint, enforceability is reinforced through system-generated audit trails that document the presentation of contractual terms and the technical metadata of user consent, including timestamps, IP addresses, identity verification through know-your-customer (KYC) protocols, device identifiers, and version control of contractual texts.¹⁴ Regulatory standards issued by the Financial Services Authority (OJK) emphasize system security, data integrity, and record retention to ensure the reliability of electronic evidence in potential disputes.

Doctrinally, clickwrap agreements are distinguished from browsewrap agreements, in which consent is inferred merely from continued website use without affirmative action.¹⁵ Comparative jurisprudence, particularly in common law jurisdictions, underscores the centrality of reasonable notice and explicit manifestation of assent as prerequisites for enforceability.¹⁶ In *Specht v. Netscape Communications Corp.*, for example, a United States appellate court declined to enforce an online license where contractual terms were not displayed conspicuously prior to user interaction, emphasizing that passive access without clear notice cannot constitute valid consent. Although Indonesian courts have not yet developed extensive jurisprudence on clickwrap enforceability, prevailing doctrinal scholarship generally accepts that electronic contracts are legally valid when users are afforded a genuine opportunity to review and affirm contractual terms.¹⁷

Nevertheless, formal validity does not necessarily translate into substantive validity. Most clickwrap agreements operate as standard-form contracts that offer no meaningful opportunity for negotiation, thereby amplifying informational asymmetry and structural inequality between platforms and users. Empirical research consistently demonstrates that a substantial proportion of users accept digital terms without reading or fully understanding them, a behavioral pattern that is likewise observable in FinTech environments. This disconnect raises a fundamental doctrinal tension between the technical fulfillment of contractual requirements and the qualitative integrity of consent as a manifestation of free and informed will.

This tension exposes the central analytical challenge addressed in this study. While the architecture of electronic contracting may satisfy statutory criteria for enforceability, the legitimacy of consent in highly standardized digital environments warrants closer

¹⁴ F Fitriyanti et al., "SECURING PERSONAL DATA IN E-KYC: VITAL FOR DIGITAL ECONOMY GROWTH," *Diponegoro Law Review* 9, no. 1 (2024): 104–20, <https://doi.org/10.14710/dilrev.9.1.2024.104-120>.

¹⁵ Nabilah Luthfiyah Chusnida, "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen," *PROGRESIF: Jurnal Hukum* XVII, no. 2 (2023): 180–204.

¹⁶ Florencia Marotta-wurgler, "What 's in a Standard Form Contract? An Empirical Analysis of Software License Agreements," *Journal Of Empirical Legal Studies* 4, no. 4 (2007): 677–713.

¹⁷ Subarkah and Gravionika, "Validitas Hukum Perjanjian Clickwrap Dan Browsewrap Dalam Transaksi E-Commerce : Kajian Normatif Terhadap Prinsip Konsensualisme."

doctrinal scrutiny. Enforceability should not rest solely on technical compliance, but also on whether contractual mechanisms meaningfully preserve autonomy, transparency, and fairness. Accordingly, doctrinal refinement potentially complemented by regulatory calibration is necessary to ensure that clickwrap agreements maintain equilibrium between legal certainty, consumer protection, and innovation within Indonesia's rapidly evolving FinTech sector.¹⁸

3.2. Legal Validity of Clickwrap Agreements in FinTech Services: Perspectives from Indonesian Civil Law and the Electronic Information and Transactions Law

Clickwrap agreements constitute a central contractual architecture within Indonesian FinTech services, enabling users to express consent through a simple electronic interaction. From a formal standpoint, such agreements are legally recognized under both the Indonesian Civil Code and Law No. 1 of 2024 on Electronic Information and Transactions (EIT Law). Digital assent, once properly recorded and authenticated, is generally presumed to generate binding legal effects comparable to those of conventional written contracts.¹⁹ Nevertheless, the doctrinal legitimacy of clickwrap agreements cannot be assessed solely on the basis of procedural compliance or technological functionality. A persistent analytical tension arises between formal enforceability and material validity, particularly regarding whether the user's consent is genuinely informed, voluntary, and substantively equitable within highly standardized digital environments.

The normative foundation for assessing contractual validity in Indonesian private law is anchored in Article 1320 of the Civil Code, which requires mutual consent, legal capacity, a definite object, and a lawful cause.²⁰ In the context of clickwrap agreements, mutual consent is operationalized through the user's affirmative act of clicking a confirmation command displayed on a digital interface.²¹ While this act satisfies the outward manifestation of agreement, civil law doctrine emphasizes that consent must reflect a conscious and autonomous will rather than a purely mechanical response.²² The abstraction inherent in digital interfaces obscures the psychological and informational dimensions of assent, especially when contractual texts are lengthy, technical, and inaccessible to ordinary users. Consequently, the doctrinal inquiry shifts from whether

¹⁸ M Nuruddeen and Y Yusof, "A Comparative Analysis of the Legal Norms for E-Commerce and Consumer Protection," *Malaysian Journal of Consumer and Family Economics* 26 (2021): 22–41, <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85115407996&partnerID=40&md5=f8c863d56d161f5b1b29fa7f714c0225>.

¹⁹ Subarkah and Gravionika, "Validitas Hukum Perjanjian Clickwrap Dan Browsewrap Dalam Transaksi E-Commerce : Kajian Normatif Terhadap Prinsip Konsensualisme."

²⁰ N Y Sugiastuti and D Purnamasari, "IMPROVEMENT OF SUBSTANTIVE PROVISIONS OF THE VALIDITY OF AGREEMENT IN THE INDONESIAN CIVIL CODE," *Diponegoro Law Review* 8, no. 1 (2023): 124–40, <https://doi.org/10.14710/dilrev.8.1.2023.124-140>.

²¹ M Sinha, S Singh, and A A Sapre, "Behind the Click: Decoding Legal Frameworks for Clickwrap Agreements with a Lens on Minors in India," in *Understanding Human Decision-Making in Economic Models*, 2025, 227–54, <https://doi.org/10.4018/979-8-3693-8166-3.ch009>.

²² Kharisma et al., "The Nature of Fairness in Contracts: An Electronic Contract Perspective."

consent exists formally to whether its quality satisfies the substantive threshold implied by consensualism.

The EIT Law reinforces the legal recognition of electronic contracts by equating their binding force with that of conventional agreements, provided that statutory validity requirements are met. Article 18 confirms enforceability, while Article 5 affirms the evidentiary status of electronic information and electronic documents in judicial proceedings.²³ Provisions on electronic signatures further strengthen authentication, integrity, and attribution of digital transactions. Together, these norms establish a technologically oriented framework designed to ensure reliability, traceability, and procedural certainty in electronic contracting.²⁴ However, this regulatory emphasis primarily addresses evidentiary sufficiency and system integrity rather than the substantive authenticity of contractual consent.

Operationally, clickwrap agreements depend on digital infrastructures that generate detailed audit trails documenting user interaction with contractual interfaces. These records typically capture the timing of assent, identity verification processes, device identifiers, and the version of contractual terms accepted at the moment of confirmation.²⁵ Such technical documentation strengthens the probative value of electronic contracts and facilitates dispute resolution by enabling verification of transactional history. Regulatory standards issued by the Financial Services Authority further require secure data management, system resilience, and record retention to safeguard evidentiary reliability.²⁶ Although these mechanisms enhance procedural legitimacy, they do not inherently resolve whether users meaningfully understood the obligations they accepted.

Classical civil law scholarship consistently underscores that valid consent must be free from coercion, error, fraud, or abuse of circumstances. Jurists such as Sudikno Mertokusumo emphasize that agreement presupposes a voluntary alignment of wills rather than mere formal expression.²⁷ Likewise, Subekti's exposition on the centrality of free will in contract formation implies that consent may lose its legitimacy when autonomy is substantively compromised, even in the absence of overt coercion. Mariam Darus

²³ P Suwadi, R Manthovani, and A K Assyifa, "LEGAL COMPARISON OF ELECTRONIC CONTRACT IN ELECTRONIC COMMERCE BETWEEN INDONESIA AND THE UNITED STATES BASED ON THE UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW," *Journal of Law and Sustainable Development* 11, no. 3 (2023), <https://doi.org/10.55908/SDGS.V11I3.714>.

²⁴ B C Zipursky and Z Takhshid, "Consumer Protection and the Illusory Promise of the Unconscionability Defense," *Texas Law Review* 103, no. 4 (2025): 847–48, <https://www.scopus.com/inward/record.uri?eid=2-s2.0-105001333214&partnerID=40&md5=a14b507249ebbd47a8e5dbd401daef3c>.

²⁵ Subarkah and Gravionika, "Validitas Hukum Perjanjian Clickwrap Dan Browsewrap Dalam Transaksi E-Commerce : Kajian Normatif Terhadap Prinsip Konsensualisme."

²⁶ I A Priskarini and K Tejomurti, "The Role of The Financial Services Authority in The Legal Protection of Privacy Rights in Connection with Personal Data of Fintech Lending Debtor in Indonesia," *Padjadjaran Jurnal Ilmu Hukum* 6, no. 3 (2019): 556–75, <https://doi.org/10.22304/pjih.v6n3.a7>.

²⁷ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia* (Yogyakarta: Liberty Yogyakarta, 2009).

Badruzaman further develops the concept of abuse of circumstances,²⁸ whereby one party exploits the economic or psychological dependency of the other to secure agreement. These doctrinal perspectives demonstrate that the legitimacy of contractual consent cannot be reduced to technical confirmation alone. In digital contracting environments, the absence of overt coercion does not necessarily eliminate the possibility of structural pressure undermining voluntariness.

Clickwrap agreements in FinTech commonly operate as standard-form contracts that offer users no opportunity for negotiation or modification.²⁹ Consumers who require immediate access to credit facilities, payment services, or digital wallets often face limited alternatives, effectively transforming contractual choice into a constrained necessity. This dynamic resembles economic pressure recognized in comparative contract theory, even when explicit duress is absent. The asymmetry of bargaining power is further amplified by information gaps, algorithmic opacity, and complex pricing structures embedded in digital platforms.³⁰ Such conditions raise legitimate concerns about whether contractual autonomy remains substantively intact within FinTech ecosystems.

Doctrinal analysis of contractual fairness frequently distinguishes between procedural and substantive dimensions of unconscionability. Procedural evaluation focuses on the circumstances surrounding consent formation, including transparency, accessibility of information, and absence of manipulative design. Substantive evaluation scrutinizes whether contractual terms allocate risks and obligations in an excessively one-sided or exploitative manner. Complementing this framework, the doctrine of reasonable expectations limits the enforceability of clauses that deviate significantly from what an ordinary user would anticipate when entering a transaction. These analytical tools provide a normative lens for assessing whether digital standard-form contracts preserve fairness beyond formal legality.

Contemporary FinTech practices illustrate how these doctrinal concerns materialize in real contractual settings. Digital lending and deferred payment platforms frequently require users to accept clauses governing interest calculations, penalty structures, data utilization, and unilateral service modification. Although such provisions are technically enforceable under electronic contracting regulations, users rarely possess sufficient informational leverage to evaluate their long-term implications. Interface design prioritizes

²⁸ Heris Suhendar et al., "PERTIMBANGAN HAKIM DALAM PERKARA PENYALAHGUNAAN KEADAAN (MISBRUIK VAN OMSTANDIGHEDEN) CONSIDERATION OF JUDGE IN UNDUE INFLUENCE CASE (MISBRUIK VAN OMSTANDIGHEDEN)" 16, no. 2 (2023): 250–68, <https://doi.org/10.29123/jy/v16i2.628>.

²⁹ J A Obar and A Oeldorf-Hirsch, "The Clickwrap: A Political Economic Mechanism for Manufacturing Consent on Social Media," *Social Media and Society* 4, no. 3 (2018), <https://doi.org/10.1177/2056305118784770>.

³⁰ A Palanissamy and R Kesavamoorthy, "Web Contracting and Standardization of Standard Form Contracts in the Electronic Age," *International Journal of Scientific and Technology Research* 9, no. 3 (2020): 1170–73, <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85082609326&partnerID=40&md5=11daf1c079f937e991b60222d2528d1f>.

transactional speed and convenience, often at the expense of meaningful deliberation. This practical configuration demonstrates how formal compliance may coexist with substantive vulnerability.

The interaction between the Civil Code and the EIT Law reveals a latent normative imbalance within Indonesia's regulatory architecture.³¹ Civil law doctrine foregrounds autonomy, intentionality, and equilibrium between contracting parties, whereas digital regulation prioritizes operational certainty, evidentiary reliability, and technological efficiency. When procedural validation dominates doctrinal assessment, substantive consent risks being marginalized in judicial reasoning. This divergence may inadvertently privilege platform operators while weakening consumer protection objectives embedded in private law tradition. As digital contracting expands, unresolved normative misalignment may generate inconsistent interpretation and fragmented enforcement standards.

Addressing this structural tension requires a calibrated harmonization between civil law doctrine, electronic transaction regulation, and consumer protection principles. Regulatory integration should not merely strengthen procedural safeguards but also reinforce substantive standards of informed consent, proportionality, and contractual fairness.³² Oversight mechanisms targeting adhesion clauses, transparency obligations, and algorithmic accountability can enhance substantive legitimacy without undermining innovation. Judicial interpretation likewise plays a crucial role in recalibrating the balance between formal compliance and material justice. Achieving such equilibrium is essential for sustaining trust, legal certainty, and ethical governance within Indonesia's evolving FinTech landscape.

³¹ F Möslein, "Digitized Terms: The Regulation of Standard Contract Terms in the Digital Age," *European Review of Contract Law* 19, no. 4 (2023): 300–320, <https://doi.org/10.1515/ercl-2023-2019>.

³² I Z Asyiqin, "Islamic Economic Law in the Digital Age: Navigating Global Challenges and Legal Adaptations," *Media Iuris* 8, no. 1 (2025): 95–112, <https://doi.org/10.20473/mi.v8i1.61800>.

4. Conclusion

This study demonstrates that clickwrap agreements in Indonesian FinTech services are formally valid and legally binding under Law No. 1 of 2024 on Electronic Information and Transactions when they comply with the essential contractual requirements stipulated in Article 1320 of the Indonesian Civil Code. Procedural mechanisms such as electronic records, authentication systems, and audit trails satisfy statutory standards of enforceability. Nevertheless, a structural tension persists between the technologically oriented formalism of digital regulation and the civil law conception of consent as a free, informed, and autonomous manifestation of will. In practice, clickwrap agreements frequently operate as standard-form contracts characterized by information asymmetry, constrained bargaining capacity, and behavioral patterns of passive acceptance. This configuration challenges the doctrinal coherence of consensualism and exposes a normative gap in which formal legality may be achieved without ensuring substantive contractual autonomy. Accordingly, this study reframes enforceability as a multidimensional inquiry that extends beyond evidentiary sufficiency to encompass autonomy, transparency, and distributive fairness in digital contracting environments.

From a regulatory and policy perspective, greater normative alignment is required between civil law doctrine, electronic transaction regulation, and consumer protection frameworks to prevent procedural compliance from eclipsing substantive justice. Regulatory authorities, particularly the Financial Services Authority and Bank Indonesia, should strengthen oversight of clickwrap practices by enhancing transparency standards, scrutinizing adhesion clauses, and reinforcing enforceable requirements of informed consent. FinTech providers are encouraged to adopt contract design strategies that improve accessibility, proportionality, and intelligibility of contractual terms, while systemic safeguards should avoid shifting the burden of fairness solely onto consumers. Future research may further refine the doctrinal boundaries of digital consent through comparative analysis, judicial evaluation of electronic evidence, and interdisciplinary assessment of behavioral and interface design dynamics.

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