

## Legal Liability of Digital Platforms for Default in Electronic Agreements

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### Abstract

*The development of information technology has driven a fundamental shift in the practice of civil agreements through the use of electronic agreements mediated by digital platforms. These changes not only affect the form of the agreement, but also the structure of legal relations, the bargaining position of the parties, and the pattern of accountability for achievement violations. The phenomenon of default in electronic agreements shows a higher complexity than conventional agreements due to the involvement of technological systems and the dominance of digital platforms in controlling the transaction process. This study aims to analyze the juridical construction of electronic agreements and defaults, examine the legal position and scope of responsibility of digital platforms, and examine the implementation of these liability arrangements in positive Indonesian law. The research method used is normative juridical with a legislative, conceptual, and analytical approach, through the review of Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 1 of 2024, 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. The results of the study show that digital platforms cannot be positioned as neutral intermediaries because they have significant control over the transaction ecosystem. Existing arrangements have not established an integrated liability regime, thus opening up space for legal uncertainty and inequality of protection for users. This research emphasizes the urgency of the normative reconstruction of the legal responsibility of digital platforms oriented towards contractual fairness and proportionate risk distribution.*

**Keywords:** *Electronic Agreements, Defaults, Digital Platforms.*

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## 1. INTRODUCTION

The development of information technology has driven a major transformation in the pattern of social and economic interaction of modern society. Economic activities that were previously carried out conventionally are now shifting to the digital space by utilizing electronic



systems as the main medium of transactions. The change gave birth to a new form of legal relationship that no longer relied on the physical meeting of the parties. Digital-based legal relations then developed rapidly along with the increasing use of the internet and information technology devices.<sup>1</sup> This phenomenon marks the birth of a digital economy ecosystem that is cross-regional and cross-jurisdictional.<sup>2</sup> These activities simultaneously create economic opportunities as well as complex legal challenges. The dynamics of legal relations that occur require adequate legal certainty and protection. The need for adaptive legal instruments is becoming increasingly urgent as the practice of electronic transactions expands.<sup>3</sup>

Agreements as the main source of civil relations have also undergone a transformation along with the development of digital technology. The agreements of the parties are now mostly expressed in the form of electronic agreements made through the digital platform system. Electronic agreements have special characteristics because they are formed through automated mechanisms and system standards. The process of forming the will of the parties no longer takes place directly but through a digital interface designed by the platform operator. This condition gave rise to a fundamental change in the way of understanding the principle of consensualism in treaty law. The normative validity of electronic agreements has been recognized by positive law in Indonesia. The acknowledgment has not been fully followed by the clarity of the regulation regarding the distribution of responsibilities of the parties. The space for legal interpretation then opens wide when disputes arise due to the failure to implement the agreement.

Default is a form of breach of agreement that often occurs in the practice of civil transactions. Acts of default can be in the form of non-fulfillment of achievements, late fulfillment, or fulfillment that is not in accordance with the agreement. The phenomenon of default is increasingly found in electronic-based transactions as the volume of digital activities increases. Dependence on technology systems and intermediaries increases the potential for failure to fulfill obligations. Losses suffered by either party are often difficult to recover effectively. The bargaining position of the parties is not always balanced due to the dominance

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<sup>1</sup> Kalesaran, A. A. (2023). Akibat Hukum Digitalisasi Perdagangan Saham Menurut Undang-Undang Informasi Dan Transaksi Elektronik Di Indonesia. *LEX ADMINISTRATUM*, 11(2).

<sup>2</sup> Putra, R. K. C., & Djajaputra, G. (2024). Legal Remedies for Breach of Contract in Digital Service Agreements. *Journal of Law, Politic and Humanities*, 5(2), 1000-1007.

<sup>3</sup> Pramudito, M. (2025). Analysis of Breach of Contract in Online Sales Agreements Based on the Civil law. *Legal Frontier*, 1(3), 94-101.



of digital platform systems and policies.<sup>4</sup> Uncertainty regarding the legal subject who should be responsible complicates dispute resolution. These problems demand a more in-depth and systematic legal analysis.

Digital platforms have a central role in facilitating the occurrence of electronic agreements between users. The platform's function is not only limited to the provision of technological means but also includes the regulation of transaction mechanisms.<sup>5</sup> The platform's involvement in the agreement process creates a legal relationship that is tripartite. The legal standing of platforms is often positioned as a neutral intermediary. The practice of implementing the platform shows a significant influence on the implementation of the agreement of the parties. The platform's internal policies can determine the success or failure of achievement fulfillment. This condition raises questions about the limits of legal responsibility of digital platforms. Clarity of the platform's legal position is crucial when a default occurs.<sup>6</sup>

Hukum positif di Indonesia mengatur perjanjian dan wanprestasi melalui ketentuan Kitab Undang-Undang Hukum Perdata. Pengaturan mengenai transaksi elektronik diperkenalkan melalui Undang-Undang Informasi dan Transaksi Elektronik beserta peraturan pelaksanaannya. Kedua rezim hukum tersebut belum sepenuhnya terintegrasi secara harmonis. Norma hukum yang ada belum memberikan penjelasan rinci mengenai tanggung jawab platform digital atas wanprestasi.<sup>7</sup> Regulatory insynchronization has the potential to give rise to multiple interpretations in law enforcement practices. Law enforcement officials often face difficulties in determining the right basis for accountability. A void of norms can be substantively detrimental to weak parties in electronic transactions. This situation has implications for a decrease in legal certainty.

The practice of using standard clauses is a dominant feature in electronic agreements facilitated by digital platforms. The clause is generally drafted unilaterally by the platform operator without negotiation with the user. The user is only given the option to accept or reject

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<sup>4</sup> Sasmitha, M. D. (2025). Legal Responsibility of Business Actors in Breach of Contract Cases in Online Sales Agreements: A Study of District Court Decisions. *Journal of Social Research*, 4(8), 1748-1755.

<sup>5</sup> Khan, M. N. I., & Goswami, D. (2025). CYBERCRIME AND CONTRACTUAL LIABILITY: A SYSTEMATIC REVIEW OF LEGAL PRECEDENTS AND RISK MITIGATION FRAMEWORKS. *Journal of Sustainable Development and Policy*, 1(01), 01-24.

<sup>6</sup> Bertolini, A., Episcopo, F., & Cherciu, N. A. (2021). Liability of online platforms.

<sup>7</sup> Junaidi, M., Sukarna, K., & Sadono, B. (2020). Pemahaman Tindak Pidana Transaksi Elektronik Dalam Undang-Undang No 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik. *Budimas: Jurnal Pengabdian Masyarakat*, 2(2).



all existing conditions. The imbalance in the position of the parties is increasingly evident in these conditions. Limitation of liability clauses are often used to shift risk to users. The existence of such a clause raises the issue of contractual fairness. The validity of the standard clause must be tested based on the principles of good faith and propriety. This problem strengthens the urgency of the study of the legal responsibility of digital platforms.<sup>8</sup>

Legal protection for users is an important issue in the development of the digital economy. The state has a constitutional obligation to ensure legal certainty and justice. The indecisiveness of the platform's liability regulation can undermine public trust in electronic transactions. Trust is a fundamental element in the sustainability of the digital ecosystem. The absence of a clear accountability mechanism has the potential to increase the risk of loss. This condition can hinder the sustainable growth of the digital economy. A progressive and adaptive legal approach is needed to address these challenges. Normative analysis is an important means of assessing the adequacy of the existing legal framework.<sup>9</sup>

Based on this description, the study of digital platforms' legal responsibilities for defaults is relevant and strategic. The focus of the study is directed at determining the legal position of platforms in electronic agreements. Analysis of the applicable legal norms is necessary to identify regulatory loopholes. This study also aims to assess the extent to which the legal principles of agreement can be applied in electronic transactions. The legal approach is used to assess the fairness and legal certainty for the parties. The discussion is carried out systematically by placing default as the central issue. The results of the study are expected to contribute to the development of digital civil law. Academic and practical relevance is the main basis for conducting this research.

## 2. METHOD

This study uses a normative juridical method with a prescriptive-analytical character that focuses on the formulation of an ideal legal construction related to the legal responsibility of digital platforms for defaults in electronic agreements. The study is directed at the analysis of positive legal norms, legal principles, and doctrines that govern electronic transactions and

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<sup>8</sup> Zahorodnii, D., Nadiienko, O., & Artemenko, O. (2025). Civil-law regulation of electronic contracts: Current challenges in marketing and the digital economy. *Legal Horizons*, 25(2), 35-46.

<sup>9</sup> Lopian, R. (2024). Pengaturan Penggunaan Tanda Tangan Elektronik Menurut Uu No. 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik. *Lex Privatum*, 13(1).



digital commerce, by placing law as a normative system that is assessed based on its coherence, consistency, and rationality. The legislative approach is used to examine Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 1 of 2024, 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, through vertical and horizontal analysis to identify disharmony of norms. A conceptual approach is applied to examine the concept of agreement, default, legal liability, and legal standing of digital platforms using civil law and contractual justice theories. An analytical approach is carried out through systematic, grammatical, and teleological interpretation to assess the effectiveness of legal protections and the legitimacy of the platform's limitation of liability. Legal materials are collected through literature studies and analyzed qualitatively with deductive reasoning. This method is used to generate prescriptive conclusions oriented towards legal certainty, contractual fairness, and user protection.

### 3. DISCUSSION

#### **Juridical Construction of Electronic Agreements and Defaults in the Indonesian Legal System**

Agreements in Indonesian civil law are built on the assumption of rationality and balance of the parties. These assumptions develop in the context of legal relationships that are direct and personal. Electronic agreements were born out of fundamentally different social realities. Contractual interactions are mediated by technological systems that are not legally neutral. The will of the parties is not expressed through dialogue but through programmed technical actions.<sup>10</sup> The position of the subject of law has shifted because the system also shapes the will. Contractual relations lose the character of substantive negotiations. Classical juridical constructions face significant conceptual pressure.

The recognition of electronic agreements by positive law does not necessarily solve the normative problems that arise. The formal equivalence between electronic agreements and conventional agreements masks material differences in their formation.<sup>11</sup> Consensus in

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<sup>10</sup> Khan, M. N. I., & Rabbi, M. S. (2024). CYBERCRIME AND CONTRACTUAL LIABILITY: A SYSTEMATIC REVIEW OF LEGAL PRECEDENTS AND RISK MITIGATION FRAMEWORKS. *American Journal of Advanced Technology and Engineering Solutions*, 4(01), 71-100.

<sup>11</sup> Manggala, A. P., Wijaya, K., Darmawan, D., Terubus, T., & Anwar, M. S. (2025). Legal Review of the Implementation of Electronic Contracts and Protection of Parties in Digital Transactions in Indonesia. *International Journal of Service Science, Management, Engineering, and Technology*, 8(1), 1-8.



electronic agreements is often pseudo-spoofed. The act of approval is carried out without a complete understanding of the substance of the agreement. Electronic systems blur the line between free will and systemic compliance. The user is in a position to accept a predefined contract architecture. The principle of freedom of contract has been reduced in meaning. Positive law has not fully anticipated the implications of such reduction.

Defaults in electronic agreements do not always stem from the negligence of the legal subject directly. The technology system plays an active role in determining the success of the implementation of achievements. System failures can have the same impact as breach of contractual obligations. Classical civil law is not designed to assess algorithmic-based failures. The concept of error and negligence has become difficult to apply conventionally. The causal relationship between action and loss becomes non-linear. Injured parties often lose access to effective evidence. This condition creates an asymmetry of legal protection.

The application of the concept of default to electronic agreements requires a reinterpretation of the principle of accountability. Proof of default can no longer rely on physical actions alone. Electronic evidence is the main instrument but is technical and exclusive. The control over the system and data is on the digital platform. Reliance on platforms creates epistemic inequality. The user has no control over the source of the evidence. Legal processes risk benefiting those who control the technology. Procedural justice is a latent issue in dispute resolution.

The involvement of digital platforms shifts the engagement structure from bilateral to functional-trilateral. The platform is no longer outside of legal relations but operates at the center of contractual relations. The existence of the platform affects the content, execution, and consequences of the agreement. The relationship challenges the classical doctrine on the subject of the covenant. Default cannot always be simply attached to one party.<sup>12</sup> The distribution of responsibilities becomes blurred and fragmented. Civil law requires a more progressive conceptual adaptation, critical analysis is a prerequisite for maintaining legal relevance.<sup>13</sup>

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<sup>12</sup> Tanwijaya, P., & Marpaung, M. E. (2025). ANALISIS AKIBAT HUKUM WANPRESTASI DALAM PERJANJIAN JUAL BELI (STUDI KASUS PUTUSAN PN JAKARTA UTARA NO. 607/PDT. G/2024/PN JKT. UTR). *Jurnal Pendidikan Indonesia*, 6(5).

<sup>13</sup> Adjani, A. A., Windari, R. A., & Hadi, I. G. A. A. (2025). Analisis Yuridis Putusan Pengadilan Negeri Tarutung Nomor 2/PDT. GS/2021/Pn Trt Tentang Sengketa Wanprestasi dalam Perjanjian Arisan Online. *JURNAL SYNTAX IMPERATIF: Jurnal Ilmu Sosial dan Pendidikan*, 6(5), 1213-1222.



## Legal Position and Scope of Responsibility of Digital Platforms in Electronic Agreements

Digital platforms are often positioned as neutral intermediaries in electronic transactions. The position is built through normative constructions and business narratives. Operational realities show that the platform has significant control over the transaction ecosystem. Algorithms, internal policies, and system design influence user behavior. Platform neutrality is functionally fictitious. The platform's active involvement creates real legal consequences. A denial of such a role undermines the legal protection of users, the legal standing of the platform needs to be critically reviewed.<sup>14</sup>

The ITE Law qualifies platforms as electronic system operators with certain obligations. These obligations are often understood administratively and technically. Narrow interpretation obscures the civil dimension of the platform's responsibilities. System failures are often thought of as a purely technological risk. This approach avoids contractual liability. The legal norms have not explicitly linked the system's obligations to default. This void opens up space for responsibility avoidance. Normative analysis needs to test the adequacy of existing arrangements.

PP PSTE expands the platform's obligations but stops at the reliability aspect of the system. The norm does not explicitly regulate the consequences of system-based defaults. The relationship between technical failures and breach of agreement is not expressly formulated. The platform has a wide range of interpretation to limit liability, the burden of risk tends to be shifted to the user.<sup>15</sup> This imbalance is not in line with the principle of contractual fairness. Implementing norms have not been able to close substantive gaps, the tension between legal certainty and business flexibility is increasingly evident.<sup>16</sup>

PP PMSE places the platform as a business actor with consumer protection obligations. The qualification recognizes the active role of the platform in transactions. This normative

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<sup>14</sup> Harsya, R. M. K. (2025). Tinjauan Yuridis terhadap Tanggung Jawab Platform Digital atas Konten Ilegal Menurut Hukum Indonesia. *Sanskara Hukum dan HAM*, 4(01), 276-286.

<sup>15</sup> Tiyas, N. R. (2025). Perspektif Hukum Era Digital terhadap Wanprestasi dalam Perjanjian Sewa Menyewa Alat Berat. *Jurnal Hukum Lex Generalis*, 6(4).

<sup>16</sup> Wiraguna, S. A. (2025). Tanggung Jawab Hukum Platform E-Commerce atas Kebocoran Data Pribadi dalam Perspektif UU No. 27 Tahun 2022. *Jurnal Kajian Hukum Dan Kebijakan Publik* | E-ISSN: 3031-8882, 2(2), 1089-1096.



recognition has not been fully implemented consistently.<sup>17</sup> Standard clauses are still used to limit liability broadly. Consumer protection norms are often defeated by formal contractual freedoms. Law enforcement has not been able to penetrate the dominance of platforms. The power relationship between the platform and the user remains uneven. Normative provisions require substantial strengthening.

The determination of the scope of responsibility of the platform should be based on the level of control and economic advantage. Platforms that derive economic benefits from transactions should bear the legal risks. The functional approach is more relevant than the formalistic approach. The platform's involvement in transaction design is a key indicator. Liability cannot be eliminated through unilateral contractual construction. The law should prevent the privatization of risk through standard clauses. A critical approach is needed to uphold justice. The reformulation of the legal position of the platform becomes a normative agenda.

### **Implementation of Digital Platform Liability Arrangements for Defaults in Electronic Agreements**

The implementation of platform responsibility arrangements shows that there is a gap between norms and practices. Regulatory fragmentation creates uncertainty in the application of the law. The ITE Law, PP PSE, and PP PMSE have not established an integrated responsibility regime. Each regulation stands with its own sectoral logic. Normative coordination has not been optimally realized. As a result, law enforcement is partial and inconsistent. The platform exploits regulatory loopholes to limit liability, the legal protection of users becomes ineffective.<sup>18</sup>

Proof of default based on electronic systems faces structural obstacles. Mastery of the data and system logs is in the hands of the platform. Users do not have equal access to the proofing tool. The proof process was asymmetrical from the beginning. Civil procedure law is not yet fully adaptive to digital reality. The burden of proof is implicitly placed on the weak. The principle of procedural justice is threatened. The reformulation of the proof mechanism is an urgent need.

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<sup>17</sup> Gunadi, A. (2025). Tanggung Jawab Marketplace Atas Kerugian Konsumen Dalam Transaksi E-Commerce. *Kertha Semaya: Journal Ilmu Hukum*, 13(9), 2120-2133.

<sup>18</sup> Danyswara, R. A., & Putra, M. A. P. (2026). ANALISIS PERLINDUNGAN KONSUMEN TERHADAP WANPRESTASI DALAM TRANSAKSI ELEKTRONIK MELALUI SISTEM PERANTARA PEMBAYARAN PADA MARKETPLACE DIGITAL. *Jurnal Media Akademik (JMA)*, 4(1).



The PP PSTE regulates the security and reliability obligations of the system but does not provide for explicit civil sanctions. Sanctions Vacuum Weakens Coercion Norm.<sup>19</sup> The platform can fulfill obligations on a minimal basis without significant consequences. Administrative norms are not always effective in protecting private interests. The relationship between the breach of system obligations and compensation has not been clearly formulated. Law enforcement officials face interpretive limitations. The implementation of norms depends on the judge's interpretation boldness. Legal certainty is a fragile variable.

PP PMSE provides a basis for consumer protection, but its implementation is normative-formal. Dispute resolution mechanisms are often ineffective for users. The platform has a dominant position in determining the settlement procedure. Internal settlement tends to favor the platform. Access to substantive justice has become limited. Protection norms are not yet fully operational. Reliance on the platform's internal policies creates a conflict of interest.<sup>20</sup> Critical evaluation is needed to improve implementation.

The overall arrangement shows the need to reconstruct the digital platform responsibility regime. Risk-based and control-based approaches need to be developed normatively. Harmonization of regulations is the main requirement for legal certainty. The responsibilities of the platform must be formulated explicitly and proportionately. Standard clauses that eliminate liability need to be strictly limited. User protection should be placed as a top priority. Regulatory reform is a strategic agenda for digital civil law. Critical approach becomes the foundation of huku renewal

#### 4. CONCLUSIONS

Based on the discussion that has been described, it can be concluded that electronic agreements are a form of legally valid engagement but have different structural characteristics from conventional agreements. The difference lies in the mechanism of forming wills, the bargaining position of the parties, and the involvement of technology systems that are active in the implementation of the agreement. The concept of default in classical civil law has not been fully able to answer the complexity of achievement violations mediated by electronic systems. Digital

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<sup>19</sup> Ramadhan, A., Singadimedja, H. N., & Surjanti, R. J. (2022). Tanggung Jawab Penyedia Platform terhadap Pekerja Gig (Gig Worker) dalam Hubungan Kemitraan atas Wanprestasi Pembeli Ditinjau dari Kitab Undang-Undang Hukum Perdata. *Padjadjaran Law Review*, 10(2), 230-241.

<sup>20</sup> Edha, L. S., & Edrisy, I. F. (2025). Tinjauan Hukum terhadap Penyelesaian Wanprestasi dalam Perjanjian Endorsement antara Influencer dan Pelaku Usaha Berdasarkan KUH Perdata dan UU ITE. *Journal Evidence Of Law*, 4(3), 1910-1916.



platforms can no longer be positioned solely as neutral intermediaries because they have significant control over the design, execution, and outcome of electronic transactions. Normative constructions that place platforms as electronic system operators and business actors show the potential for broader legal accountability. The provisions in the ITE Law, PP PSTE, and PP PMSE have provided a normative basis for platform responsibility, but have not yet established an integrated and firm accountability regime. Fragmentation of norms and sectoral interpretations opens up space for the avoidance of responsibility through unilateral contractual constructions. Inequality of access to systems and data weakens the position of users in proving defaults. The available legal protection mechanisms do not fully guarantee procedural and substantive justice. The implementation of norms tends to protect the interests of the platform more than the users. This condition shows that there is an urgent need to reconstruct the regulation of legal responsibility for digital platforms. Such reconstruction should be oriented towards the level of control, risk distribution, and the principle of contractual fairness in electronic agreements.

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