

Consumer Personal Data Protection in Digital Contracts: A Civil Law Review

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Abstract: The development of digital transactions has encouraged the widespread use of digital contracts, but on the other hand, it has raised serious issues regarding the protection of consumer data privacy. Digital contracts, which are generally in the form of standard agreements, often contain personal data protection clauses that are drafted unilaterally and place consumers in a weak position. This study aims to analyze consumer data privacy protection in digital contracts from a civil law perspective and assess the validity of privacy clauses based on the principles of contract law. The research method used is normative legal research with a legislative and conceptual approach, through a literature study of primary, secondary, and tertiary legal materials. The results of the study show that privacy clauses in digital contracts often do not reflect the principles of good faith and balance between the parties, thus potentially harming consumers. These clauses can be classified as voidable or void ab initio if they conflict with the Civil Code, the Consumer Protection Law, and the Personal Data Protection Law. This study emphasizes the importance of interpreting and drafting digital contracts that are oriented towards contractual fairness and the protection of consumer privacy rights.

Keywords: Consumer Protection, Civil Law, Data Privacy, Digital Contracts

1. Introduction

The development of information and communication technology has driven significant transformation in economic and social activities, particularly through the use of digital contracts in electronic transactions. Digital contracts have now become the main instrument in legal relationships between businesses and consumers, especially in the e-commerce sector, digital financial services, and various application-based platforms.¹ However, behind the convenience, speed, and efficiency they offer, digital contracts also raise complex legal issues, one of which relates to consumer privacy and personal data protection. In practice, digital contracts often take the form of standard form contracts drafted unilaterally by businesses. Consumers are generally only given the option to accept or reject the contract without the opportunity to negotiate. This condition weakens the bargaining position of consumers, particularly in relation to clauses on the collection, processing, storage, and use of personal data. It is not uncommon for consumers to consent to the use of their personal data without adequate understanding of the scope, purpose, or risks of misuse of such data.²

A number of previous studies have examined the issue of personal data protection and consumer privacy in electronic transactions. Putri (2019), for example, examined the protection of consumer personal data in e-commerce transactions, emphasizing the importance of specific personal data protection regulations as a form of preventive legal protection. This study concluded that consumer protection is highly dependent on the clarity

¹ Nuraisah Masita Utiahman, "Peraturan Hukum Perdata Nasional Di Era Digital Hambatan Dan," 2025, 147–54.

² Justitia Ferryanto et al., "Komersialisasi Data Dalam Politik Hukum Keamanan Siber" 2, no. 1 (2024): 73–87.

of public legal regulations and the role of the state as a regulator. Similarly, Sari and Nugroho (2020) examined the responsibility of business actors for consumer personal data leaks in electronic systems, focusing on the obligations of electronic system operators and the administrative sanctions that can be imposed.³

Another study by Pratama (2021) discusses the aspect of consumer consent in the processing of personal data based on data protection regulations, with an emphasis on the principles of transparency and accountability of business actors. Meanwhile, Rahman (2022) examines the protection of consumer privacy rights in digital transactions from the perspective of consumer protection law, emphasizing the role of the Consumer Protection Law in guaranteeing consumers' rights to comfort, security, and safety.⁴ Unlike previous studies that examine consumer personal data protection in a fragmented manner focusing separately on regulatory aspects, business actors' liability, or consumer consent this article specifically analyzes the interrelationship and intersection between the personal data protection regime and consumer protection law in electronic transactions. By positioning personal data protection as an integral part of consumer rights, this article offers a more comprehensive legal analytical framework to explain the legal standing and guarantees of consumer personal data protection in Indonesia.

Although these studies have made important contributions to strengthening the protection of consumers' personal data, there are several limitations that indicate a research gap. First, most previous studies have focused on public law and administrative regulation approaches, such as the obligations of electronic system operators and the role of the state as a supervisor, while studies from a civil law perspective are still relatively limited.⁵ Second, digital contracts in previous studies were often positioned only as technical instruments, not as civil law relationships subject to the principles of agreement such as the principle of freedom of contract, the principle of consensualism, the principle of good faith, and the principle of balance between the parties. Third, previous studies have not comprehensively analyzed privacy clauses in digital contracts as part of standard agreements that have the potential to harm consumers and affect the validity and fairness of these contracts.⁶

Based on these gaps, this study aims to examine the protection of consumer data privacy in digital contracts from a civil law perspective. The focus of the research is directed at analyzing the position of personal data protection clauses in digital contracts, their compatibility with the principles of contract law, and their legal implications for consumer information protection. This study seeks to show that personal data protection can be seen not only as a regulatory obligation of business actors, but also as an integral part of contractual relationships that must ensure balance and fairness for consumers.

The uniqueness and scientific value of this article lies in its civil law approach, which specifically places digital contracts at the center of the analysis of consumer data privacy protection. Thus, this article is expected to enrich the body of civil law studies in the digital age and contribute conceptually to strengthening consumer information protection through fair, transparent, and good faith contractual mechanisms.

³ Jurnal Multidisiplin and Ilmu Akademik, "Kampus Akademik Publisng" 2, no. 1 (2025): 55–60.

⁴ agnesia Kurmaliasari Et Al., "Jual Beli Online Berdasarkan Perspektif Hukum Perdata" 2 (2025): 488–95.

⁵ Cheryl Michaelia Ongkowiguno and Irsyaf Marsal, "Politik Hukum Perlindungan Data Pribadi Dalam Layanan Publik Digital Di Indonesia" 06, no. 04 (2025): 1321–26.

⁶ Mulan Kasisty Anami et al., "Analisis Hukum Perdata Pada Perlindungan Hukum Bagi Para Pihak Dalam Kontrak Digital : Studi Kasus Sengketa Saldo DANA" 2, no. 5 (2025): 338–44.

2. Method

This study is a normative legal study that aims to examine the protection of consumer data privacy in digital contracts from a civil law perspective by examining positive legal norms, principles of contract law, and relevant legal doctrines. A legislative approach is used to analyze legal provisions related to contracts, consumer protection, and personal data protection, while a conceptual approach is used to examine the principles of freedom of contract, consensualism, good faith, and balance between the parties in digital contracts. The legal materials used include primary legal materials in the form of relevant legislation, secondary legal materials in the form of literature and scientific articles, and tertiary legal materials as supporting materials. Legal materials were collected through literature studies, which were then analyzed qualitatively using legal reasoning methods and presented descriptively and analytically to provide a comprehensive overview of consumer data privacy protection in digital contracts. The results of the analysis are presented descriptively and analytically to provide a complete picture of consumer data privacy protection in digital contracts and its legal implications within the framework of civil law.

3. Results and Discussion

3.1 Characteristics of Digital Contracts and the Position of Consumers in Civil Relations

Digital contracts are a form of agreement that has emerged as a consequence of developments in information technology and the digitization of economic transactions. Conceptually, digital contracts are no different from conventional contracts because they still fulfill the elements of an agreement as stipulated in civil law, namely the existence of parties, agreement, a specific object, and a lawful cause.⁷ However, the fundamental difference lies in the manner of their formation and implementation, which is carried out through electronic systems without physical meetings between the parties. In practice, digital contracts are generally in the form of standard agreements designed unilaterally by business actors and applied en masse to consumers. The nature of standard agreements in digital contracts eliminates the room for negotiation for consumers. Consumers are only given the choice to agree to all the predetermined clauses or not use the services offered. This pattern creates an imbalance in civil relations because business actors are in a dominant position in determining the content of the contract, while consumers are in a weak and dependent position. Consumer dependence on digital services whether for economic, social, or administrative needs further strengthens the dominance of business actors and narrows the meaning of freedom of contract for consumers.⁸

According to civil law doctrine, a standard contract is a contract whose clauses have been predetermined unilaterally by one party and are intended for mass use without giving the other party the opportunity to negotiate its contents. Sluiter refers to standard contracts as standard contracts that arise from the need for efficiency in the business world, but have the potential to cause injustice because they do not reflect the free will of the parties. This view is in line with the opinion of Sutan Remy Sjahdeini, who asserts that standard form contracts are not essentially born out of a balanced bargaining process, but rather from the

⁷ Studi Kasus And E-Commerce Bhinneka Com, "Upaya Pencegahan Kebocoran Data Konsumen Melalui Pengesahan Ruu Perlindungan Data Pribadi" 5, No. 1 (2021): 46–68.

⁸ Dennis Hermanto and Gunardi Lie, "Media Hukum Indonesia (MHI) Published by Yayasan Daarul Huda Krueng Mane Analisis Hukum Perjanjian Dalam Transaksi E-Commerce : Tinjauan Terhadap Perlindungan Konsumen Berdasarkan Peraturan Perundang-Undangan Media Hukum Indonesia (MHI) Published by Yayasan Daarul Huda Krueng Mane" 3, no. 4 (2025): 42–47.

dominance of parties with economic power and strategic positions. In the context of digital contracts, standard form contracts take the form of click-wrap agreements or terms and conditions that consumers must agree to before using the service.⁹ Munir Fuady states that in standard form contracts, the principle of freedom of contract is restricted because the weaker party only has the freedom to accept or reject the contract as a whole (*take it or leave it*). This condition shows that freedom of contract in standard form contracts is formal, but not substantive.

The position of consumers in digital contracts is becoming increasingly weak because consent is given without adequate understanding of the contract's contents. Herlien Budiono emphasizes that agreement in contract law is not only interpreted as a statement of consent, but must also reflect free will based on reasonable understanding. In digital contracts, the length of clauses, the use of technical and legal terms, and the limited time and attention of consumers often result in consent being passive and not reflecting true free will.¹⁰ The issue of consumer position becomes more complex when digital contracts contain clauses regarding the management of personal data. Consumer personal data in digital contracts is often positioned as part of the object of the agreement that is implicitly handed over to the business actor. In fact, according to modern civil law doctrine, the right to personal data is closely related to personality rights (*persoonlijkheidsrechten*) which should receive special protection. Clauses that give businesses broad authority to use consumers' personal data without clear restrictions indicate an imbalance of rights and obligations between the parties.¹¹

From a civil law perspective, freedom of contract is a fundamental principle that gives parties the authority to determine the content, form, and terms of an agreement. However, in digital contracts, the principle of freedom of contract tends to be formal rather than substantive. Consumers do formally give their consent by clicking or using the service, but this consent is often not based on a complete understanding of the contract's content. The complexity of legal language, the length of contracts, and consumers' limited time and attention cause consent to be given passively, thereby calling into question the quality of the agreement.¹² The position of consumers in civil relationships based on digital contracts becomes even more vulnerable when the contract contains clauses relating to the management of personal data. Consumers' personal data not only has economic value, but is also directly related to the right to privacy and individual dignity. However, in digital contracts, personal data is often treated as part of the object of the transaction without balanced regulations regarding consumers' rights to such data. Business actors obtain broad authority to access and utilize personal data, while consumers have limited control over the data they submit.¹³

⁹ sandryones Palinggi And Erich C Limbongan, "Pengaruh Internet Terhadap Industri E- Commerce Dan Regulasi Perlindungan Data Pribadi Pelanggan Di Indonesia," 2020, 225–32.

¹⁰ Yacinta Tira Varany and Listyowati Sumanto, "Jurnal Impresi Indonesia (JII) Dinamika Sistem Hukum Pelindungan Data Pribadi : Analisis Interaksi Struktur , Substansi , Dan Kultur Hukum Di Era Big Data" 04, no. 11 (2025): 5172–85.

¹¹ Sumirahayu Sulaiman et al., "Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending) Civil Law Analysis of Standard Clauses in Online Loan Service Contracts (Fintech Lending)" 8, no. 9 (2025): 5874–81, <https://doi.org/10.56338/jks.v8i10.8671>.

¹² Pardamean Harahap and Novita B R Simamora, "Legal Protection of Users ' Personal Data on E-Commerce Platforms Perlindungan Hukum Terhadap Data Pribadi Pengguna Di Platform E- Commerce" 11, no. 2 (2025): 345–52.

¹³ Elza Aulia, "Analisis Pasal 56 Dalam Undang-Undang Nomor 27 Tahun 2022 Tentang Pelindungan Data Pribadi Dari Perspektif Kepastian Hukum" 7, no. 1 (2024): 220–27.

This imbalance shows that digital contracts are not merely neutral legal relationships, but are fraught with power relations between businesses and consumers. In the context of civil law, these power relations should form the basis for the application of the principle of protection for the weaker party. Therefore, the position of consumers in digital contracts needs to be understood not only as parties who formally agree to the contract, but also as legal subjects who need protection against potential abuse of the dominant position of business actors.¹⁴

Digital contracts are a fundamental legal instrument in electronic transactions, particularly in sectors such as e-commerce and financial technology (fintech). Unlike conventional contracts, digital contracts are generally formed through electronic systems and standardized formats, commonly referred to as click-wrap or browse-wrap agreements, where consumers express consent by clicking an “agree” button without direct negotiation of contractual terms.

In e-commerce transactions, digital contracts typically govern the relationship between platform providers, sellers, and consumers. For example, when consumers create an account or complete a purchase on an e-commerce platform, they are required to agree to standard terms and conditions that regulate payment methods, delivery mechanisms, return policies, and the collection and use of personal data. These contractual terms are unilaterally drafted by business actors, placing consumers in a weaker bargaining position, as they have limited opportunity to negotiate or modify the contract clauses.

Similarly, in the fintech sector, digital contracts are widely used in services such as peer-to-peer lending, digital wallets, and online payment systems. Consumers entering into fintech agreements must consent to electronic contracts that regulate credit terms, interest rates, dispute resolution mechanisms, and the processing of personal and financial data. In practice, such contracts often contain complex technical and legal language, which may not be easily understood by consumers, thereby increasing the risk of information asymmetry and potential abuse of contractual freedom.

From the perspective of civil law, these characteristics affect the position of consumers in civil relations, as the principle of freedom of contract is exercised disproportionately in favor of business actors. Although formal consent is obtained electronically, the substantive equality of the parties is questionable due to the standardized nature of digital contracts and the absence of real bargaining power on the part of consumers. Consequently, consumers are more vulnerable to unfair contract terms, particularly those related to limitation of liability, unilateral modification of contract clauses, and extensive use of personal data.

Therefore, the distinctive characteristics of digital contracts in e-commerce and fintech transactions necessitate stronger legal safeguards to ensure that consumer consent is not merely formal but also substantive. Integrating consumer protection principles into digital contract practices is essential to restore balance in civil relations and to protect consumers' rights in the digital economy.

Thus, the characteristics of digital contracts, which are standardized, unilateral, and technology-based, have shifted the paradigm of classical civil relations that placed the parties in an equal position. This condition requires a more progressive interpretation and application of civil law, particularly in assessing contractual fairness and consumer rights protection. The positioning of consumers as the weaker party in digital contracts is an

¹⁴ Hari Sutra Disemadi, Fakultas Hukum, and Universitas Internasional Batam, “Urgensi Regulasi Khusus Dan Pemanfaatan Artificial Intelligence Dalam Mewujudkan Perlindungan Data Pribadi Di Indonesia” 5, no. 36 (2021): 177–99, <https://doi.org/10.25072/jwy.v5i2.460>.

important basis for strengthening the protection of consumer data privacy through the regulation of fair, transparent, and balanced contract clauses.¹⁵

3.2 Personal Data Protection Clause in Digital Contracts

Personal data protection clauses are becoming an increasingly dominant part of digital contracts as the use of consumer data in technology-based business activities increases. In practice, these clauses are generally included in the privacy policy section or incorporated into the terms and conditions of service. Research shows that personal data protection clauses in digital contracts are often formulated unilaterally by businesses and tend to be general, broad, and provide little legal certainty for consumers.¹⁶ Substantively, personal data protection clauses in digital contracts generally grant businesses very broad authority to collect, process, store, and share consumers' personal data, including with third parties. However, these clauses are often not accompanied by adequate explanations regarding the specific purposes of data use, processing restrictions, storage periods, and data deletion mechanisms. This lack of clarity makes it difficult for consumers to understand the legal consequences of the consent they give, thereby potentially harming consumers' privacy rights.¹⁷

From a civil law perspective, personal data protection clauses should reflect a balance between the rights and obligations of the parties. Consumers are not only obliged to submit their personal data, but also have the right to know, access, restrict, and control the use of that data. However, in digital contracts, these rights are often not explicitly regulated or even ignored.¹⁸ Conversely, businesses gain a dominant position through clauses that expand consumer responsibility and limit business responsibility for the risk of data leaks or misuse. Personal data protection clauses in digital contracts also often contain exoneration clauses, whereby businesses limit or eliminate their responsibility for losses arising from data privacy violations. From a civil law perspective, such clauses have the potential to conflict with the principles of contractual fairness and protection of the weaker party. Clauses that disproportionately burden consumers with risk can be classified as unfair and detrimental to consumers.

In practice, personal data protection clauses are often formulated unilaterally and give businesses broad authority to collect, process, and share consumers' personal data. This condition needs to be examined based on the principle of freedom of contract as reflected in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally are valid as law for those who make them. However, this freedom of contract is not absolute, but is limited by the provisions of the law, morality, and public order. Clauses that grant disproportionate authority to business actors have the potential to exceed the limits of freedom of contract and harm consumers as the weaker party.¹⁹

Consumer consent to personal data protection clauses must also be assessed based on the principle of consensualism, which places agreement as the main condition for the creation of an agreement as stipulated in Article 1320 of the Civil Code. In digital contracts, consumer consent is often given formally through a click without adequate understanding of

¹⁵ Indah Novita Sari, *Tinjauan Yuridis Terhadap Perlindungan Konsumen Atas Produk Digital Dalam Transaksi Elektronik*, n.d.

¹⁶ Diah Puspitasari, Izzatusholekha Izzatusholekha, and Sintia Kartini Haniandaresta, "Urgensi Undang-Undang Perlindungan Data Pribadi Dalam Mengatasi Masalah Keamanan Data Penduduk" 4, no. 2 (2023).

¹⁷ Volume Nomor April et al., "Pertanggungjawaban Hukum Atas Pelanggaran Data Pribadi Dalam Perspektif Undang-Undang Pelindungan Data Pribadi Indonesia," no. April (2025).

¹⁸ Nadia Florensia Tarigan et al., "Legalitas Hukum Pembuatan Kontrak Kerja Sama Di Bidang Perdagangan Yang Dilakukan Secara Digital" 3, no. 10 (2025).

¹⁹ Nela Mardiana, "Urgensi Perlindungan Data Pribadi Dalam," No. 1 (N.D.): 16–23.

the content of the privacy clause.²⁰ This raises questions about the quality of the agreement given, particularly whether the consent truly reflects the free will of the consumer or is merely a passive acceptance of a standard agreement.

In addition, personal data protection clauses in digital contracts must be tested based on the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code, which requires every agreement to be executed in good faith. The principle of good faith applies not only at the stage of executing the agreement, but also at the stage of forming the contract.²¹ Privacy clauses that are drafted in a non-transparent or ambiguous manner, or that grant unilateral authority to business actors, can be viewed as a violation of the principle of good faith because they do not reflect honesty and fairness in contractual relationships. Furthermore, clauses that limit or eliminate the responsibility of business actors for the leakage or misuse of personal data have the potential to conflict with the principle of balance between the parties. In civil law, balance is a principle that requires proportionality between the rights and obligations of the parties to an agreement. Exoneration clauses that impose all risks on consumers without adequate protection can be classified as unfair clauses and contrary to the purpose of consumer protection.²²

Thus, in practice, personal data protection clauses in digital contracts do not yet fully function as legal protection instruments for consumers. Instead, these clauses tend to be a means of legitimizing business actors to exploit consumers' personal data extensively. This condition shows the need to reformulate personal data protection clauses in digital contracts to be in line with civil law principles, particularly the principles of balance, good faith, and protection of the weaker party in contractual relationships.

3.3 The Validity of Privacy Clauses Reviewed from the Principles of Contract Law

The validity of privacy clauses in digital contracts must be analyzed based on the provisions of valid agreements as stipulated in Article 1320 of the Civil Code, which distinguishes between subjective and objective requirements. Subjective requirements include the agreement of the parties and the capacity to enter into an agreement, while objective requirements include the existence of a specific object and a lawful cause. Violation of subjective requirements results in the agreement or clause being voidable, while violation of objective requirements results in the agreement or clause being void. In the context of privacy clauses in digital contracts, voidable issues are generally related to defects in agreement as stipulated in Article 1321 of the Civil Code, which states that an agreement given due to error, coercion, or fraud is invalid. Consumer consent to privacy clauses is often given without adequate understanding due to the opaque, complex, and lengthy wording of the clauses. This condition can be qualified as a form of mistake or even passive misrepresentation, because consumers do not obtain sufficient information to understand the legal consequences of submitting their personal data. Therefore, privacy clauses agreed upon under such conditions can be requested to be canceled by consumers as the aggrieved party.

In addition, privacy clauses in digital contracts may also be void if they violate the objective requirements of the agreement, particularly regarding lawful causa as stipulated in Articles 1320 and 1337 of the Civil Code. Clauses that give business actors the authority to use consumers' personal data without restriction, including for purposes that are contrary to

²⁰ Dewa Gede et al., "Pengaturan Hak Waris Atas Aset Digital Dalam" 3, no. 10 (2025).

²¹ Rozita Warni, "Perlindungan Hukum Bagi Masyarakat Dalam Transaksi Perdagangan Modern : Tinjauan Hukum Dagang Dan Perdata" 1, no. 01 (2025): 73–80.

²² Nataneila Astya et al., "Kontrak Elektronik Dalam Bisnis Online : Kajian Terhadap Bentuk , Keabsahan , Dan Perlindungan Hukum Bagi Para Pihak" 1, no. 2 (2025): 201–10.

law, morality, or public order, can be considered to have an unlawful causa. The use of personal data that violates consumers' privacy rights as part of their personal rights can be classified as an act that is contrary to public order and the principle of protection of human rights, thereby rendering the clause null and void.²³

Arguments regarding the cancellation of privacy clauses in digital contracts, whether void or voidable, have gained strong legitimacy in Indonesian judicial practice through various court decisions that emphasize the importance of substantive justice and protection for the weaker party in an agreement.²⁴ The Supreme Court has consistently emphasized that the validity of a contractual clause is not only assessed based on the fulfillment of the formal requirements of the agreement, but also on its conformity with the principles of good faith, propriety, and balance between the parties. In the context of voidable contracts, the Supreme Court, through Decision Number 1794 K/Pdt/2004, emphasized that consent given without free will and adequate understanding can be qualified as a defect of will as referred to in Article 1321 of the Civil Code. In that decision, the Supreme Court stated that clauses in standard agreements that are passively agreed to by one party, without a reasonable opportunity to understand and negotiate the contents of the agreement, may be requested to be canceled. This principle is relevant to privacy clauses in digital contracts, where consumer consent is often given through a click mechanism without adequate understanding of the implications of personal data use.

Furthermore, in Decision Number 822 K/Pdt/2011, the Supreme Court emphasized that agreements containing clauses that are very burdensome to one party and are drafted unilaterally can be considered contrary to the principle of good faith. In this decision, the Supreme Court emphasized that the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code applies from the stage of agreement formation. Privacy clauses in digital contracts that grant broad authority to business actors to utilize consumers' personal data, without balanced protection, can be viewed as clauses born of bad faith and therefore voidable.²⁵ The argument for voidability or nullity has a strong basis in the Supreme Court's ruling, which states that clauses that are contrary to public order and propriety have no binding force. In Decision Number 3190 K/Pdt/2012, the Supreme Court stated that an exoneration clause that eliminates all liability of one party for losses incurred is a clause that is contrary to propriety and justice, and therefore must be declared null and void. This principle is relevant to privacy clauses in digital contracts that exempt businesses from liability for leaks or misuse of consumers' personal data, as such clauses are contrary to the public interest and the protection of personal rights.²⁶

Furthermore, exonerating clauses in digital contracts that limit or eliminate the liability of business actors for leaks or misuse of personal data can also be deemed null and void. Such clauses contradict the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code and the principle of balance between the parties. By placing all the risk on

²³ Husni Kurniawati and Yunanto Yunanto, "Perlindungan Hukum Terhadap Penyalahgunaan Data Pribadi Debitur Dalam Aktivitas Pinjaman Online Legal Protection Against Abuse Of Debtor Personal Data In Online Loan Activities Pembiayaan Yang Mudah Dan Cepat . Jasa Layanan Keuangan Fintech Merupakan" 7 (n.d.): 102–14.

²⁴ Syakira Edriamarsha Firdaus et al., "Keamanan Data Pribadi Nasabah Dalam Sektor" 2, no. 1 (2025): 1–11.

²⁵ Sinta Pala Sari and Himsar Pariaman Ompusunggu, "Aufklarung : Jurnal Pendidikan , Sosial Dan Humaniora Analisis Hukum Terhadap Perlindungan Data Pribadi Nasabah Dalam Layanan Perbankan Digital Di Indonesia" 3, no. 3 (2023): 285–90.

²⁶ Otoritas Jasa Keuangan, The Bank, and Services Authorities, "Keamanan Data Nasabah Di Bank Dan Perlindungan The Bank ' s Data Security and the Protection of Financial Services Authorities" 5, no. 1 (2023).

consumers, such clauses create contractual injustice that cannot be justified legally.²⁷ In the perspective of modern civil law, clauses that substantially disadvantage the weaker party may be set aside by the court in the interests of justice. Thus, privacy clauses in digital contracts have two possible legal implications. First, the clause may be declared voidable if it is proven that there was a defect of consent on the part of the consumer, thereby entitling the consumer to seek cancellation. Second, the clause may be declared void if it conflicts with a lawful cause, public order, or fundamental principles of civil law. This argument confirms that civil law provides an important corrective mechanism to protect consumers from unfair privacy clauses and strengthen the protection of personal data in digital contracts.²⁸

3.4 Consumer Data Privacy Protection from a Civil Law Perspective

The protection of consumer data privacy in digital contracts, when viewed from a civil law perspective, essentially stems from the contractual relationship between businesses and consumers. In this relationship, digital contracts serve as the primary legal instrument that determines the rights and obligations of the parties. Therefore, the protection of consumer personal data does not solely depend on public law regimes and administrative regulations, but must also be guaranteed through civil law mechanisms that emphasize fairness, balance, and good faith in agreements.²⁹ Civil law recognizes the concept of protection for the weaker party in an agreement, especially when there is an imbalance in bargaining power. Consumers in digital contracts are in a weaker position than business actors, both in terms of information, economics, and the ability to influence the content of the contract. Therefore, the protection of consumer data privacy can be viewed as part of civil law protection for weaker parties, which aims to prevent the abuse of dominant positions by business actors.

Within the framework of civil law, the right to consumer personal data can be classified as part of personality rights, which are rights inherent to a person and cannot be separated from human dignity. Personal data is not only of economic value, but also reflects the identity and private life of an individual. Therefore, regulations regarding personal data in digital contracts must take into account the specific nature of these rights. Contract clauses that treat personal data solely as a commercial object without adequate protection are contrary to the basic principles of the protection of personality rights in civil law.³⁰

The protection of consumer data privacy from a civil law perspective is also realized through the application of the principles of good faith and propriety. Business actors are obliged to draft digital contracts in an honest, transparent, and non-misleading manner, including in formulating privacy clauses.³¹ This obligation applies not only at the contract execution stage, but also at the pre-contractual stage. Failure by business actors to provide clear and easily understandable information regarding the use of personal data can be viewed as a violation of the obligation of good faith and opens the door to legal claims from consumers. In addition, civil law provides a protection mechanism through the testing of standard clauses that are detrimental to consumers. Privacy clauses that create an imbalance of rights and obligations, limit the liability of business actors, or eliminate consumers' rights to control their personal data can be set aside or declared non-binding. In this case, judges

²⁷ Fauzi Rifa and Maslihati Nur Hidayati, "Kebijakan Penal Dalam Perlindungan Data Pribadi Nasabah Fintech Lending Di Indonesia" 13 (2024): 461–81, <https://doi.org/10.37893/jbh.v13i2.964>.

²⁸ Alvian Dwiangga Wijaya and Teddy Prima Anggriawan, "Perlindungan Hukum Terhadap Data Pribadi Dalam Penggunaan Aplikasi Di Smartphone" 3 (2022): 63–72.

²⁹ Internet Banking, "Analisis Perlindungan Hukum Data Pribadi Nasabah Pada Transaksi" 9, no. 1 (2024): 39–54.

³⁰ Anami et al., "Analisis Hukum Perdata Pada Perlindungan Hukum Bagi Para Pihak Dalam Kontrak Digital : Studi Kasus Sengketa Saldo DANA."

³¹ Peran Dan et al., "De Lega Lata" 5 (2020): 10–23.

have an important role to play in correcting the content of contracts in order to protect consumer interests and achieve substantive justice in contractual relationships.³²

Law Number 8 of 1999 concerning Consumer Protection explicitly recognizes consumers' rights to comfort, security, and safety in consuming goods and/or services. These rights include protection of consumers' personal data collected and used by business actors in digital transactions. Article 4 of the UUPK provides a normative basis that consumers have the right to obtain accurate, clear, and honest information about the conditions and guarantees of goods and/or services, including information about the management of personal data.³³ Privacy clauses in digital contracts that are not transparent or are misleading directly contradict this provision and can be classified as a violation of consumer rights. Furthermore, Article 18 of the UUPK prohibits business actors from including standard clauses that transfer responsibility or limit the responsibility of business actors for consumer losses. Privacy clauses in digital contracts that exempt business actors from liability for leaks or misuse of consumers' personal data can be classified as prohibited standard clauses. From a civil law perspective, such clauses not only violate the provisions of the UUPK, but also contradict the principles of good faith and balance between the parties, and can therefore be declared null and void.

The strengthening of consumer data privacy protection is also reflected in Law Number 27 of 2022 concerning Personal Data Protection, which explicitly recognizes personal data as part of the rights of data subjects that must be protected. The PDP Law emphasizes that the processing of personal data must be based on valid, specific, and clearly informed consent from the data subject. This provision strengthens the civil law argument regarding the quality of agreements in digital contracts, as consumer consent to privacy clauses cannot be considered valid if given without adequate understanding. Within the framework of civil law, the provisions of the PDP Law emphasize that personal data cannot be treated solely as a commercial object in contracts. The consumer's right to access, correct, withdraw consent, and delete their personal data as stipulated in the PDP Law must be reflected in digital contract clauses. Clauses that ignore or negate these rights not only violate the PDP Law but also contradict the principles of protection of personality rights and contractual justice in civil law.³⁴

4. Conclusion

This study concludes that consumer data privacy protection in digital contracts from a civil law perspective is still not optimal because digital contracts in the form of standard agreements place consumers in a weak position, particularly in terms of personal data protection clauses that are drafted unilaterally and lack transparency. These privacy clauses must be examined not only based on the formal validity of the agreement, but also based on the principles of good faith and balance between the parties, as well as the provisions of the Civil Code, the Consumer Protection Law, and the Personal Data Protection Law, because clauses that are detrimental to consumers have the potential to be declared void or null and void. Therefore, it is necessary to interpret and draft digital contracts that are more oriented towards contractual fairness and the protection of consumer privacy rights so that

³² Venia Utami Keliat et al., "Terhadap Kasus Peretasan Data," n.d., 182–90.

³³ Pasien Indonesia, "Peran Hukum Dalam Menjamin Hak Atas Kesehatan : Analisis Perlindungan Hukum Bagi" 17, no. 2 (2024): 58–69.

³⁴ Hukum Tenaga, Kerja Indonesia, and D I Luar, "Peran Dinas Tenaga Kerja Transmigrasi Kabupaten Buleleng Dalam Penempatan Dan Pemberian Perlindungan Hukum Tenaga Kerja Indonesia Di Luar Negeri" 8, no. 2 (2020): 22–40.

contractual mechanisms truly function as instruments of legal protection. related to the research findings.

References

- Anami, Mulan Kasisty, Alvina Maretia Lidowati, Rachel Netanya Panjaitan, Rasya Aika, Diana Febri, and Nauli Purba. "Analisis Hukum Perdata Pada Perlindungan Hukum Bagi Para Pihak Dalam Kontrak Digital : Studi Kasus Sengketa Saldo DANA" 2, no. 5 (2025): 338–44.
- April, Volume Nomor, Alamat Jl, Arjuna Utara, and Kebon Jeruk. "Pertanggungjawaban Hukum Atas Pelanggaran Data Pribadi Dalam Perspektif Undang-Undang Pelindungan Data Pribadi Indonesia," no. April (2025).
- Astya, Nataneila, Putri Asmana, Aisyah Nabila Ramandhani, and Regina Agnesia. "Kontrak Elektronik Dalam Bisnis Online : Kajian Terhadap Bentuk , Keabsahan , Dan Perlindungan Hukum Bagi Para Pihak" 1, no. 2 (2025): 201–10.
- Aulia, Elza. "Analisis Pasal 56 Dalam Undang-Undang Nomor 27 Tahun 2022 Tentang Pelindungan Data Pribadi Dari Perspektif Kepastian Hukum" 7, no. 1 (2024): 220–27.
- Banking, Internet. "Analisis Perlindungan Hukum Data Pribadi Nasabah Pada Transaksi" 9, no. 1 (2024): 39–54.
- Dan, Peran, Tanggung Jawab, Negara Dalam, Perlindungan Hukum, Tenaga Kerja, Indonesia Yang, Bermasalah Di, and Luar Negeri. "De Lega Lata" 5 (2020): 10–23.
- Disemadi, Hari Sutra, Fakultas Hukum, and Universitas Internasional Batam. "Urgensi Regulasi Khusus Dan Pemanfaatan Artificial Intelligence Dalam Mewujudkan Perlindungan Data Pribadi Di Indonesia" 5, no. 36 (2021): 177–99. <https://doi.org/10.25072/jwy.v5i2.460>.
- Ferryanto, Justitia, David Tan, Ampuan Situmeang, and Risno Mina. "Komersialisasi Data Dalam Politik Hukum Keamanan Siber" 2, no. 1 (2024): 73–87.
- Firdaus, Syakira Edriamarsha, Ilmu Hukum, Universitas Negeri Semarang, Syarifatul Hidayah, Ilmu Hukum, Universitas Negeri Semarang, Herjuno Putro, Ilmu Hukum, and Universitas Negeri Semarang. "KEAMANAN DATA PRIBADI NASABAH DALAM SEKTOR" 2, no. 1 (2025): 1–11.
- Gede, Dewa, Pradnya Yustiawan, Universitas Udayana, and Kabupaten Badung. "PENGATURAN HAK WARIS ATAS ASET DIGITAL DALAM" 3, no. 10 (2025).
- Harahap, Pardamean, and Novita B R Simamora. "Legal Protection of Users ' Personal Data on E-Commerce Platforms Perlindungan Hukum Terhadap Data Pribadi Pengguna Di Platform E- Commerce" 11, no. 2 (2025): 345–52.
- Hermanto, Dennis, and Gunardi Lie. "Media Hukum Indonesia (MHI) Published by Yayasan Daarul Huda Krueng Mane Analisis Hukum Perjanjian Dalam Transaksi E-Commerce : Tinjauan Terhadap Perlindungan Konsumen Berdasarkan Peraturan

- Perundang-Undangan Media Hukum Indonesia (MHI) Published by Yayasan Daarul Huda Krueng Mane” 3, no. 4 (2025): 42–47.
- Indonesia, Pasien. “Peran Hukum Dalam Menjamin Hak Atas Kesehatan : Analisis Perlindungan Hukum Bagi” 17, no. 2 (2024): 58–69.
- Kasus, Studi, and E-commerce Bhinneka Com. “UPAYA PENCEGAHAN KEBOCORAN DATA KONSUMEN MELALUI PENGESAHAN RUU PERLINDUNGAN DATA PRIBADI” 5, no. 1 (2021): 46–68.
- Keliat, Venia Utami, Andini Pratiwi Siregar, Suhaila Zulkifli, Iin Purba, Fakultas Hukum, and Universitas Prima Indonesia. “TERHADAP KASUS PERETASAN DATA,” n.d., 182–90.
- Kuangan, Otoritas Jasa, The Bank, and Services Authorities. “Keamanan Data Nasabah Di Bank Dan Perlindungan The Bank ’ s Data Security and the Protection of Financial Services Authorities” 5, no. 1 (2023).
- Kurmaliasari, Agnesia, Elsa Puspita, Bunga Sari, Hera Ananda Putri, and Septiana Dwi Kharismawati. “JUAL BELI ONLINE BERDASARKAN PERSPEKTIF HUKUM PERDATA” 2 (2025): 488–95.
- Kurniawati, Husni, and Yunanto Yunanto. “Perlindungan Hukum Terhadap Penyalahgunaan Data Pribadi Debitur Dalam Aktivitas Pinjaman Online Legal Protection Against Abuse Of Debtor Personal Data In Online Loan Activities Pembiayaan Yang Mudah Dan Cepat . Jasa Layanan Keuangan Fintech Merupakan” 7 (n.d.): 102–14.
- Mardiana, Nela. “URGENSI PERLINDUNGAN DATA PRIBADI DALAM,” no. 1 (n.d.): 16–23.
- Multidisiplin, Jurnal, and Ilmu Akademik. “Kampus Akademik Publisng” 2, no. 1 (2025): 55–60.
- Ongkowiguno, Cheryl Michaelia, and Irsyaf Marsal. “Politik Hukum Perlindungan Data Pribadi Dalam Layanan Publik Digital Di Indonesia” 06, no. 04 (2025): 1321–26.
- Palinggi, Sandryones, and Erich C Limbongan. “PENGARUH INTERNET TERHADAP INDUSTRI E- COMMERCE DAN REGULASI PERLINDUNGAN DATA PRIBADI PELANGGAN DI INDONESIA,” 2020, 225–32.
- Puspitasari, Diah, Izzatusholekha Izzatusholekha, and Sintia Kartini Haniandaresta. “Urgensi Undang-Undang Perlindungan Data Pribadi Dalam Mengatasi Masalah Keamanan Data Penduduk” 4, no. 2 (2023).
- Rifa, Fauzi, and Maslihati Nur Hidayati. “Kebijakan Penal Dalam Perlindungan Data Pribadi Nasabah Fintech Lending Di Indonesia” 13 (2024): 461–81. <https://doi.org/10.37893/jbh.v13i2.964>.
- Sari, Indah Novita. *Tinjauan Yuridis Terhadap Perlindungan Konsumen Atas Produk Digital Dalam Transaksi Elektronik*, n.d.
- Sari, Sinta Pala, and Himsar Pariaman Ompusunggu. “Aufklarung : Jurnal Pendidikan , Sosial

- Dan Humaniora Analisis Hukum Terhadap Perlindungan Data Pribadi Nasabah Dalam Layanan Perbankan Digital Di Indonesia” 3, no. 3 (2023): 285–90.
- Sulaiman, Sumirahayu, Karolus Charlaes Bego, Dora Tiara, Dita Pratama, and Kiki Yulinda. “Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending) Civil Law Analysis of Standard Clauses in Online Loan Service Contracts (Fintech Lending)” 8, no. 9 (2025): 5874–81. <https://doi.org/10.56338/jks.v8i10.8671>.
- Tarigan, Nadia Florensia, Dewa Ayu, Dian Sawitri, Universitas Udayana, Dauh Puri Klod, and Kota Denpasar. “Legalitas Hukum Pembuatan Kontrak Kerja Sama Di Bidang Perdagangan Yang Dilakukan Secara Digital” 3, no. 10 (2025).
- Tenaga, Hukum, Kerja Indonesia, and D I Luar. “PERAN DINAS TENAGA KERJA TRANSMIGRASI KABUPATEN BULELENG DALAM PENEMPATAN DAN PEMBERIAN PERLINDUNGAN HUKUM TENAGA KERJA INDONESIA DI LUAR NEGERI” 8, no. 2 (2020): 22–40.
- Utiahman, Nuraisah Masita. “PERATURAN HUKUM PERDATA NASIONAL DI ERA DIGITAL HAMBATAN DAN,” 2025, 147–54.
- Varany, Yacinta Tira, and Listyowati Sumanto. “Jurnal Impresi Indonesia (JII) Dinamika Sistem Hukum Pelindungan Data Pribadi : Analisis Interaksi Struktur , Substansi , Dan Kultur Hukum Di Era Big Data” 04, no. 11 (2025): 5172–85.
- Warni, Rozita. “Perlindungan Hukum Bagi Masyarakat Dalam Transaksi Perdagangan Modern : Tinjauan Hukum Dagang Dan Perdata” 1, no. 01 (2025): 73–80.
- Wijaya, Alvian Dwiangga, and Teddy Prima Anggriawan. “Perlindungan Hukum Terhadap Data Pribadi Dalam Penggunaan Aplikasi Di Smartphone” 3 (2022): 63–72.