

**APPLICATION OF AGREEMENT PRINCIPLES IN DIGITAL BUSINESS
ACTIVITIES IN INDONESIA**

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I. INTRODUCTION**I.1 Background Of The Problem**

In essence, an agreement with the terminology of agreement as formulated in Article 1313 of the Civil Code (KUHPerdata) is 'an act whereby one or more persons bind themselves to one or more persons'. This agreement/agreement then creates an engagement between the parties therein. According to several opinions held (Communis Opinio Doctorum), an agreement is a legal act based on an agreement to cause a legal consequence. As regulated in Article 1320 of the Civil Code, 'agreement' is one of the conditions for the validity of an agreement, in addition to other conditions.

The format or form of the agreement is in the form of oral/unwritten, written (contract/contract) and its development

in this digital era is in the form of paperless (online). In business law a phenomenon arises in contract law which is very interesting. Based on Macaulay's research, in the trading practice of American business people in making agreements, it turns out that it does not always have to be realized in a formal written form (contract). In fact, making a contract is one of the means of providing certainty and assurance to business people that all relationships in the community can be regulated and determined with certainty beforehand. For businessmen, the most important thing is that the occurrence of non-contractual business relationships is actually determined by considerations that are more natural in nature, namely considerations of profit and loss, prestige, trust, honesty, and courtesy as a result of bargaining power (bargaining

power). According to business people, the contract is a tool (device) to carry out an exchange relationship (between sellers-buyers, producers-consumers) in order to achieve the expected goals there are rules of the game that actually facilitate the exchange relationship. Also in the event of a default (default), preferring to negotiate the settlement so that the business relationship between them does not break.

For contracts (agreements in written form), the contract serves to fulfill the formal juridical requirements to provide legal certainty so that a legal act is perfect (the function of formality causa); and is intended as evidence (function probates causa). The form of a written contract is, 1). Contracts made by the parties; 2). Underhand contract (legalized by a Notary); .3). Contracts made before a Notary (Authentic Deed). The dynamics of community development for efficiency, effectiveness, and facilitating business transactions, known as written contracts with standard/standard/adhesive (one-sided) formats determined by, 1) a party with a strong position (usually has a strong economic position) in the agreement; 2). determined by the government: such as a standard

agreement that has the object of land rights; 3). determined in the environment such as Notary, Advocate (Dutch: contract model) .

Digital business is all types of businesses that sell their products (goods and services) online, either through websites or applications. Along with global developments and the era of digitalization, how the regulation of the use of conventional standard contracts and digital business in Indonesia, in its implementation reflects the principles/principles of contract law. Mieke Komar Kantaatmadja's opinion, that contracts/agreements executed through electronic media and the internet are nothing but an extension of the concept of agreement regulated in the Civil Code. In principle, the difference between the use of contracts and standard contracts, whether conventional or digital business in Indonesia, lies in the very dominant role element of the media and electronic devices, while the legal basis and trade/business principles are still based on the principles stated in the law. in civil law.

Knowing the concept of an electronic contract, the regulation referred to is referring to the UNCITRAL Model Law

on Electronic Commerce in 1996 which was then adopted in 2008 in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE). Implicitly, although the UNCITRAL Model Law on Electronic Commerce does not regulate the form of the electronic contract, the provisions of Article 4 of the UNCITRAL Model Law on Electronic Commerce provide instructions, namely "as between parties involved in generating, sending, receiving, storing or otherwise processing data messages, and except as otherwise provided, the provisions of chapter III may be varied by agreement". except as otherwise provided, the provisions of chapter III may vary by agreement).

In the Civil Code, the main principle of agreement is agreement. This is also in principle adopted in electronic transactions in general, but the form has a difference. Referring to the difference in form, the provisions of Article 4 of the UNCITRAL Model Law on Electronic Commerce contain the phrase "varied by agreement". In the concept of a general/conventional agreement, the freedom to determine

this agreement is part of the scope of the offer and acceptance process whose different forms must be 'accommodated' by law. Meanwhile, in electronic contracts, the form of offer and acceptance is carried out using an electronic network, or what is known as electronic data interchange, so this new form becomes very reasonable as a variation of the agreement regulated in the UNCITRAL Model Law on Electronic Commerce.

This is reinforced by the notion of contracts in electronic commerce/e-commerce known as electronic contracts or digital contracts which are regulated in the provisions of Article 1 number 17 of the ITE Law which stipulates that 'Electronic contracts are agreements between parties made through Electronic Systems'. Arrangements related to the offer and acceptance process are regulated in the provisions of Article 8 of the ITE Law, namely regarding the 'time of delivery' and 'time of receipt' of electronic information. It should be stated that the parties wishing to enter into an agreement can determine for themselves the terms of the time above. After reaching an agreement, the essentialia of the agreement can be read by one of

the parties until the agreement is finally concluded.

In the world of technology, the phenomenon of electronic contracts is also known as click-wrap agreement. Click-wrap agreement is a nature of an e-contract or a condition in which one of the parties accepts an offer and 'clicks' on the agreement section, or in other words, the web version of the shrinkwrap license agreement which takes effect when the online buyer or user clicks the 'I Agree' button on the web page. to purchase or download the program.

The placement of the click-wrap agreement must be clearly visible to the recipient of the agreement (user). In addition, the offeror must be able to ensure that the recipient reads the terms of the offered agreement. Then, how to make sure the user reads the agreement? Systemically, the offering party must arrange its electronic system in such a way that it cannot click before reading the offered agreement. This is usually regulated by 'scrolling' the dialog box that appears on the electronic system. If the offering party does not design the system as above, the agreement made can be canceled because it violates subjective conditions. Article 20 of the

ITE Law describes that electronic transactions occur when the transaction offer sent by the sender has been received and approved by the recipient (paragraph 1). Approval of the offer must be made with an electronic acceptance statement (paragraph 2). Based on Article 20 of the ITE Law, it can be said that when an agreement occurs, the time at which the offer sent by the sender has been received and approved by the recipient and the approval must be made in an electronic acceptance statement.

The nature of the e-contract as well as the smart contract that seems to be a fait accompli illustrates that under certain conditions, this type of agreement can certainly be called a 'standard clause', because it is as if the recipient is faced with a take it, or leave it condition. Even so, the offered party still has the freedom to refuse. This is usually regulated in the electronic system so that a person can still cancel, and the agreement offered will be protected from coercive elements.

II. DISCUSSION

II.1 Characteristics of Contract Law and Its Development in Digital Business

In principle, the characteristics of contract law in agreements that apply in Indonesia have been regulated in Article 1338 of the Civil Code which regulates 'All agreements made in accordance with the law apply as law to those who make them. The agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. Approval must be carried out in good faith'. The characteristics of contract law have also been regulated in the provisions of Article 1320 of the Civil Code which regulates the conditions for a valid agreement, namely:

1. a contract/agreement is made based on an agreement/agreement from the parties, without any coercion, oversight or fraud;
2. contracts/agreements are made by parties who are capable/have the skills to act in law;
3. a certain subject matter;
4. a cause that is not prohibited/based on an allowed clause.

An agreement is considered valid if it meets the subjective and objective conditions. The fulfillment of these conditions results in the agreement that has been made valid. The agreement is also binding on the parties regarding

their rights and obligations, so that the fulfillment of the legal requirements of an agreement is absolute to be fulfilled. The development of information and technology brings great influence, especially in the field of trade/business which is not only limited to conventional trade/business but develops in a broader direction and is not limited to a certain space and time. Electronic commerce or known as E-commerce and Smart contracts is one of the phenomena of technological development that can be utilized in distance selling and other services in global-scale business. Like conventional trading, e-commerce and smart contracts require contracts as a basis for the rights and obligations of the parties in trading.

In the scope of international regulation, the validity of electronic contracts as part of trading through electronic media is regulated in the provisions of Article 8 paragraph (1) of the United Nations Convention on the Use of Electronic Communications in International Contracts which regulates:

A communication or a contract shall not be denied validity or enforce-ability on the sole ground that it

is in the form of an electronic communication.

(free translation: that a contract may not be denied validity or validity just because it is in its form through electronic media). Understanding of electronic contracts/electronic contracts/on-line contracts/digital contracts:

Legal engagements or communications conducted electronically by combining a network (networking) of a computer-based information system with a communication system based on telecommunications networks and services (telecommunication based), which is further facilitated by the existence of a global computer internet (network). of networks').

Based on this understanding, the terms of the validity of the agreement also depend on the essence of the electronic system itself. This means that all components in the electronic system must be reliable and/or work properly. Shifts in people's communication behavior in the field of international trade are increasingly shifting from what is usually done with direct face-to-face contact (face to face) and using

paper (paper) which has an intangible character to faceless. Transactions and trade contracts are no longer a paper-based economy, but have shifted to a digital electronic-based economy.

This shift has implications for changes in traditional contract law, such as the time and place of the contract which then changes. As stipulated in Article 15 of the UNCITRAL Model Law on Electronic Commerce (1996) paragraph (1) and paragraph (2),

(1) Unless otherwise agreed between the originator and the addressee, the dispatch of a data message occurs when it enters an information system outside the control of the originator or of the person who sent the data message on behalf of the originator.

(2) Unless otherwise agreed between the originator and the addressee, the time of receipt of a data message is determined as follows:

(a) if the addressee has designated an information system for the purpose of receiving data messages, receipt occurs:

(i) at the time when the data message enters the designated information system; or

(ii) if the data message is sent to an information system of the addressee that

is not the designated information system, at the time when the data message is retrieved by the addressee;

(b) if the addressee has not designated an information system, receipt occurs when the data message enters an information system of the addressee.

In the translation:

(1) Unless otherwise agreed between the originator and the recipient, data message transmission occurs when it enters an information system beyond the control of the originator or the person sending the data message on behalf of the originator.

(2) Unless otherwise agreed between the originator and the recipient, the time of receipt of the data message is determined as follows:

(a) if the recipient has designated an information system for the purpose of receiving data messages, reception occurs:

(i) at the time the data message enters the specified information system; or

(ii) if the data message is sent to a recipient information system that is not the designated information system, at the time the data message is retrieved by the recipient;

(b) if the recipient has not designated the information system, the receipt

occurs when the data message enters the recipient's information system.

Another main characteristic of electronic contracts and smart contracts is that electronic transactions carried out by the parties tend not to recognize geographic and legal boundaries.

II.2 Principles of Contract Law in the Civil Code and Digital Business

In the Engagement Law Workshop held by the National Hukum Development Agency (BPHN) on 17-19 December 1985, 8 principles of national engagement law were formulated, including:

1. The Principle of Trust

Everyone who enters into an agreement will fulfill the achievements made between them at a later date.

2. The Principle of Legal Equality

Legal subjects who enter into an agreement have the same position, rights and obligations under the law.

3. The Principle of Balance

Both parties must fulfill and implement the agreement. Creditors have the right

to demand achievements and if necessary can demand repayment of achievements through the debtor's wealth. The debtor is also obliged to carry out the agreement in good faith.

4. The principle of legal certainty

This certainty is revealed from the binding power of the agreement, namely as a law for those who make it.

5. The Principle of Morality

In relation to a fair engagement, a voluntary act of a person cannot claim the right for him to sue the performance of the debtor.

6. The Principle of Propriety

Provisions of the contents of the agreement required by propriety based on the nature of the agreement.

7. The Principle of Habit

An agreement not only binds what is expressly regulated, but also matters according to the customs commonly followed.

8. Principle of Protection

Both debtors and creditors must be protected by law. However, what needs to be protected is the debtor because it is in a weak position.

4 (four) principles are considered as pillars of contract law, namely the principle of freedom of contract, the principle of consensualism, the

principle of *pacta sunt servanda*, and the principle of good faith. In addition, it is stated that, 5 (five) principles of contract law are known according to civil law, namely, the principle of freedom of contract, the principle of consensualism, the principle of legal certainty (*pacta sunt servanda*), the principle of good faith, and the principle of personality (privacy of contract). The description of these principles is as follows:

1. The principle of freedom of contract

What is meant by freedom of contract can be seen implicitly in Article 1338 paragraph (1) of the Civil Code, including that the parties have the freedom to:

- a. Determine or choose the cause of the agreement to be made;
- b. Determine the object of the agreement;
- c. Determine the form of the agreement;
- d. Accept or deviate from the provisions of the law that are optional (*aanvullend, optional*).

Even though the parties have free will, referring to Niewenhuis' opinion, which asserts, there are exceptions to the freedom of contract, namely in the case of formal and real contracts (form of

agreement) and the terms of the allowed causes (content of the agreement).

2. The principle of consensualism

The parties who enter into the agreement must agree, agree, or agree on the main things in the agreement that was made. This principle is stated in one of the conditions for the validity of the agreement based on the provisions of Article 1320 of the Civil Code.

3. The Principle of Legal Certainty (Pacta Sunt Servanda)

It means that the agreement made applies as law for those who make it, as referred to in Article 1338 paragraph (1) of the Civil Code.

4. The Principle of Good Faith

Article 1338 paragraph (3) of the Civil Code, what is meant by good faith means carrying out the agreement in good faith. That is, honesty must run in the heart of a human being. Understanding the substance of good faith in Article 1338 paragraph (3) of the Civil Code does not have to be interpreted grammatically, that good faith only appears at the stage of contract implementation, but must be interpreted in the whole contractual process (at the pre-contractual, contractual, and contractual implementation stages). Furthermore, in

the National Civil Law Symposium held by the National Legal Development Agency, it is explained that good faith should be defined as:

- a. Honesty when making contracts;
 - b. At the drafting stage, it is emphasized that if the contract is made before an official, the parties are considered to have good intentions (although there are also opinions expressing objections);
 - c. As appropriate in the implementation stage, which is related to a good assessment of the behavior of the parties in carrying out what has been agreed in the contract, it is solely aimed at preventing inappropriate behavior in the implementation of the contract.
- #### 5. Principles of Personality (Privity of Contract)

The principle that determines that a person who will perform and/or make a contract is only for individual interests. This personality principle can be seen in Article 1315 and Article 1340 of the Civil Code:

- Article 1315 of the Civil Code stipulates 'In general, a person cannot enter into a binding or agreement other than for himself'.
- Article 1340 of the Civil Code stipulates 'Agreement only applies between the parties who make it.

Agreement cannot harm third parties; the agreement cannot provide benefits to third parties other than in the cases specified in Article 1317'.

However, a person can enter into an agreement for the benefit of a third party with a specified condition, this is regulated in Article 1317 of the Civil Code,

'An agreement can also be made for the benefit of a third person, if an agreement made for oneself, or a gift to another person, contains such conditions. Anyone who has determined a condition, may not withdraw it, if a third party has stated that he will use the condition'.

Furthermore, Article 1318 of the Civil Code regulates agreements for the benefit of the heirs and for those who have rights thereof.

In principle, the principles of contract law in the Civil Code also apply to electronic contracts in trading through electronic media. One of them is as stated in the electronic contract arrangement regulated in PP Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions Article 47 and Article 48. In the provisions of Article 47 paragraph (1),

that Electronic Transactions can be carried out based on Electronic Contracts or other contractual forms as form of agreement made by the parties. Then in paragraph (2), an Electronic Contract is considered valid if:

1. there is an agreement between the parties;
2. carried out by a legal subject who is capable or authorized to represent in accordance with the provisions of the legislation;
3. there are certain things; and
4. The object of the transaction must not conflict with the laws and regulations, decency, and public order.

Referring to the provisions in Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (as an implementation of the provisions of Law No. 11 of 2008 concerning Information and Electronic Transactions/Electronic Transactions Law), the electronic contract also applies the principle of freedom of contract, the principle of consensualism, the principle of *sunt servanda*, and the principle of good faith. In electronic contracts including smart contracts, considering the digital characteristics of the contract, for the validity of the

agreement, in Article 52 of PP No. 80 of 2019 (as an implementation of the provisions in Law No. 7 of 2014 concerning Trade), the four conditions are added to the provisions of 1). In accordance with the terms and conditions in the electronic Offer; 2). The information contained in the electronic Contract is in accordance with the information contained in the Offer electronically.

II.3. Legal Basis of Digital Business Contracts in Indonesia

The rapid development of technology has changed from an offline business (outside the network/offline) to online (in the network/online). Currently, digital business is becoming a trend and provides enormous opportunities because the agreement between the parties through electronic networks and the internet can be completed quickly, without meeting face to face, borderless (without boundaries), paperless (online) with gadgets, smartphones, through websites or internet. application, and without complicated procedures. Various types of digital business models that are known and run by many people include e-commerce such as Amazone;

marketplaces such as Tokopedia, Shoppe, Lazada; and other types of digital business models.

How does the government regulate the fast-growing digital business models? Currently, the laws and regulations as the legal basis for digital business include:

- Civil Code (KUHPERdata)

In the context of treaty law in Indonesia, the basis for the validity of an agreement is regulated in Book III Chapter II Part II of the Civil Code Article 1320, which must meet subjective requirements (agreement and skills); and objective conditions (specific objects and causes that are not prohibited). The Civil Code as a legal umbrella for both oral, written and paperless (online, digital) agreements, with the addition of requirements according to the digital characteristics of the contract, namely the terms and conditions in the Electronic Offer; and information contained in the Offer electronically.

- Law No. 11 of 2008 concerning Information and Electronic Transactions (UU ITE).

- Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008

concerning Information and Electronic Transactions.

This law regulates all information dissemination and transactions conducted electronically, including online business. In Article 1 paragraph (17) of the ITE Law, electronic contracts are parties' agreements made through an electronic system. While the electronic system itself is a series of electronic devices and procedures that function to prepare, collect, process, analyze, store, display, announce, transmit, and or disseminate electronic information (Article 1 point 5 of the ITE Law).

- Law No. 8 of 1999 concerning Consumer Protection

This law regulates the rights and obligations of sellers and buyers, including in online business. Also about standard clauses as an electronic contract format.

- Law No. 7 of 2014 concerning Trade

This law regulates all matters relating to trade both offline and online. Regarding online business, Article 65 regulates the data/information provided by online businesses.

- Government Regulation (PP) No 80 of 2019 concerning Trading Through Electronic Systems. (PP PSME).

This PP PSME as an implementing regulation of Law No. 7 of 2014 concerning Trade, specifically regulates trade through the electronic system (PMSE), which is carried out between business actors and business actors, business actors and consumers, state administration agencies and business actors, or privately and privately. .

- Government Regulation (PP) No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions. This PP is an implementing regulation of the ITE Law which was replaced by Government Regulation (PP) No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE).

II.4. Standard Contract/Standard Contract/Adhesive Contract

Standard contracts have various terms. The term 'standard agreement', which was translated from the Dutch term standard contract or *staandaardvoorwaarden*. In German literature, the terms used for standard agreements are *allgemeine geschäftsbedingun*, *standaardvertrag*, *standaardkenditionen*, while the terms from English are *standardized contract*, *standard form of contract*,

contract of adhesion. Also the term adhesion agreement for standard contracts.

The official term and understanding of 'standard contract' as regulated in the provisions of Article 1 point 10 of Law No. 8 of 1999 concerning Consumer Protection that, 'Every standard rule or provisions and conditions that have been prepared and determined in advance unilaterally by business actors are set forth in a document and/or agreement that is binding and must be fulfilled by the consumer'. Mariam Darus Badruzaman argues that a standard contract is a standardized contract, used as a guide or benchmark for anyone who concludes an agreement without exception, drawn up unilaterally in advance and built using standard conditions, offered to other parties for approval with almost no freedom. to make offers or negotiations, while the things that are standardized include models, formulas and sizes. There is a similar opinion, that a standard contract is an agreement whose clauses are almost standardized by the wearer and other parties which basically do not provide an opportunity for negotiations or changes to the agreement.

Based on these definitions, a standard contract is a contract/agreement containing standardized clauses of 'content/content' by one party who has more position and does not give the other party an opportunity to negotiate/negotiate and request to change it so that This standardized contract/agreement is accepted as a result of the needs of one of the parties as outlined in a certain form that is made collectively and en masse. This standard contract is often found in commercial contracts, whether through electronic/digital or non-digital/conventional systems. This is because standard contracts make it easy for entrepreneurs to achieve economic goals that are efficient, practical, and fast. However, it must also be understood for consumers that the choice of standard contracts in business both conventionally and digitally always puts consumers in an unfavorable position because they are faced with the choice of 'must accept' or commonly known as (take it or leave it). Consumers are needed to provide protection to consumers in conducting transactions both conventionally and digitally.

In PP PMSE for digital standard agreements, the phrase 'electronic contract' is used, with arrangements, including special provisions on legal requirements by adding 2 (two) conditions; and electronic signatures that are not regulated in the Civil Code.

In PP PSTE, regarding certified electronic signatures must:

- Fulfill the validity of the legal force and legal consequences of electronic signatures as referred to in Article 59 paragraph (1);
- Using electronic certificates made by the Certificate Operator services. Indonesian Electronics;
- Created using a certified Electronic Signature Generator.

Also in PP PMSE Article 52 paragraph (2), there is a prohibition on the inclusion of standard clauses that are detrimental to the community (exemption clause/exoneration clause) as regulated in Article 18 of the UUPK.

II.5. Smart Contract Phenomenon (Smart Contract)

In the era of the industrial revolution 4.0 there was a digital transformation that has turned an offline era into an online one and has made technology a trendsetter. The era of

digital disruption based on cyber-physical systems (cyber physical systems), internet of things (IoT), cloud computing, and cognitive computing has impact on human life around the world. By using technological means, it has changed conventional habits in all lines including the legal aspect which has implications for significant benefits with creative, innovative, and fast ideas to a new level.

Entering the 5th industrial revolution, the character of the emphasis is more on the role of humans as the center of civilization that utilizes digital technology as a means of life in various fields. The era of the industrial revolution 5.0 emphasizes not only machine-to-machine relations and robotic effectiveness, but also human-to-machine, and vice versa. . An era where the world is in a cyber-physical and human-centered system. Identical to the synergy of human civilization and digital technology without losing the real human identity. The era that gave birth to society 5.0 (society 5.0), namely people who can solve various challenges and social problems by utilizing various innovations in the era of digital disruption. The implications of the era of the industrial revolution

4.0 and society 5.0, digitalization of transactions and in the legal field, especially contract law, gave birth to the concept of smart contracts which were introduced by Nick Szabo.

The smart contract phenomenon has replaced the role of intermediaries in making agreements/contracts.

'Smart contracts are simply programs stored on a blockchain that run when predetermined conditions are met. They typically are used to automate the execution of an agreement so that all participants can be immediately certain of the outcome, without any intermediary's involvement or time loss. They can also automate a workflow, triggering the next action when conditions are met .

Smart contract, it is a programmatic contract feature in which the agreement is recorded in computer code on the blockchain. Smart contracts can be used automatically without any intermediaries. This contract can always be seen, but cannot be changed. A smart contract is a 'program (a set of code) that works based on conditions that have been agreed upon and set by stakeholders (who agree) to run a digital

system mechanism' . So, all human-to-human cooperation activities that can be expressed in the form of clear (deterministic) rules and mechanisms have the potential to implement smart contracts. party. The difference with conventional contracts is in the form / format, that electronic contracts and smart contracts are paperless and standard (standard contracts). The difference between smart contracts and other electronic contracts on the internet is the self-executing nature of smart contracts. Thus, the legal basis of validity and principles implemented in conventional business contracts and in digital business in Indonesia are subject to the contract law in the Civil Code and other laws as in the discussion above with some specificities as a result of the development of information technology.

III. CLOSING

III.1 Conclusion

In the era of digital disruption 4.0 and entering the industrial revolution 5.0 (society 5.0) with the characteristics of super speed telecommunication, where the behavior of the world community is in the cyber physical and human centered system, it

has had an impact on changing people's behavior (society) in conventional business to digital business. In digital business transactions in Indonesia, especially contract law, the form and nature of contracts have changed from conventional contracts to electronic contracts and smart contracts. In essence, these contracts are an 'agreement' of the parties which are set forth in written form from paper to paperless (online).

The validity and principles/principles reflected in applicable contract law become the legal basis for both conventional contracts and digital contracts which are basically almost the same, with differences in execution and risks. In the Civil Code there are 4 (four) requirements for contract validity, while in digital contracts there are 6 (six) requirements. Therefore, with the rapid development of communication and information technology, and world competition, legal reforms, especially civil law, are needed to accommodate technological developments and changes in Indonesian people's behavior.

Legal human resources (HR) are needed in the formulation of regulations and policies, adaptive to

digital technology. The government also needs to continue systemically to produce human resources who are able to work with a digital approach, encourage the growth of an efficient and progressive telecommunications industry, carry out the preparation of regulations and the legislative process according to the ideals of the Indonesian nation's laws.

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