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The Principle of Good Faith in Digital Business Contracts: Between Freedom of Contract and Legal Protection

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Abstract

Electronic contracts have gained recognition as legal instruments in the Indonesian legal system. However, the implementation of the principle of good faith in digital business transactions still faces various challenges, such as an imbalance in the position of the parties, the use of standard clauses that tend to be one-sided, and the increased risk of misuse and leakage of personal data. This condition shows that there is a gap between normative arrangements and contractual practices in the digital space which has implications for legal certainty, justice, and legal protection for the parties. This research aims to analyze the implementation of the principle of good faith based on Article 1338 paragraph (3) of the Civil Code and examine the legal consequences and forms of accountability for violations of this principle in digital business transactions. The research uses normative juridical methods with legislative, conceptual, and case approaches. The results of the study show that the principle of good faith has evolved from the concept of subjective honesty to an objective standard that demands transparency, information disclosure, personal data protection, and a balance of rights and obligations of the parties at all stages of the contractual relationship. However, its implementation is still constrained by the disproportionate use of standard clauses, unilateral cancellation of transactions, weak personal data protection, and suboptimal supervision of digital business actors. Violations of the principle of good faith can cause legal consequences in the form of default, unlawful acts, the obligation to pay compensation, and administrative sanctions in accordance with the provisions of laws and regulations. Therefore, it is necessary to strengthen regulations, increase business compliance by business actors, and more effective supervision to realize legal certainty, justice, and trust in the digital business ecosystem in Indonesia.

Keywords: Principles of Good Faith, Electronic Contracts, Digital Business Transactions, Consumer Protection, Personal Data Protection.

Abstrak

Kontrak elektronik telah memperoleh pengakuan sebagai instrumen hukum yang sah dalam sistem hukum Indonesia. Namun, implementasi asas itikad baik dalam transaksi bisnis digital masih menghadapi berbagai tantangan, seperti ketidakseimbangan posisi para pihak, penggunaan klausula baku yang cenderung sepihak, serta meningkatnya risiko penyalahgunaan dan kebocoran data pribadi. Kondisi tersebut menunjukkan adanya kesenjangan antara pengaturan normatif dan praktik kontraktual di ruang digital yang berimplikasi terhadap kepastian hukum, keadilan, dan perlindungan hukum bagi para pihak. Penelitian ini bertujuan menganalisis implementasi asas itikad baik berdasarkan Pasal 1338 ayat (3) Kitab Undang-Undang Hukum Perdata serta mengkaji akibat hukum dan bentuk pertanggungjawaban atas pelanggaran asas tersebut dalam transaksi bisnis digital. Penelitian menggunakan metode yuridis normatif dengan pendekatan perundang-undangan, konseptual, dan kasus. Hasil penelitian menunjukkan bahwa asas itikad baik telah berkembang dari konsep kejujuran subjektif menjadi standar objektif yang menuntut transparansi, keterbukaan informasi, perlindungan data pribadi, serta keseimbangan hak dan kewajiban para pihak pada seluruh tahapan hubungan kontraktual. Meskipun demikian, implementasinya masih terkendala oleh penggunaan klausula baku

yang tidak proporsional, pembatalan transaksi secara sepihak, lemahnya perlindungan data pribadi, serta belum optimalnya pengawasan terhadap pelaku usaha digital. Pelanggaran terhadap asas itikad baik dapat menimbulkan akibat hukum berupa wanprestasi, perbuatan melawan hukum, kewajiban membayar ganti rugi, hingga sanksi administratif sesuai ketentuan peraturan perundang-undangan. Oleh karena itu, diperlukan penguatan regulasi, peningkatan kepatuhan pelaku usaha, dan pengawasan yang lebih efektif guna mewujudkan kepastian hukum, keadilan, serta kepercayaan dalam ekosistem bisnis digital di Indonesia.
Kata Kunci: Asas Itikad Baik, Kontrak Elektronik, Transaksi Bisnis Digital, Perlindungan Konsumen, Pelindungan Data Pribadi.

Introduction

The digital transformation occurring across various sectors of society has fundamentally reshaped legal relationships, particularly in the fields of trade and commerce. Advances in information and communication technology have given rise to diverse forms of electronic transactions, enabling parties to establish legal relationships without the need for direct physical interaction. The emergence of digital platforms such as online marketplaces, e-commerce, financial technology (fintech), social media, and various internet-based applications has positioned electronic contracts as the primary legal instrument governing modern business transactions. This development demonstrates that technological advancement has not only transformed transactional mechanisms but has also generated significant implications for the evolution of contract law, which has traditionally been founded upon the paradigm of conventional contractual relationships.[1]

From a normative perspective, Indonesian law recognizes electronic contracts as valid and legally binding legal instruments. Such recognition is reflected in Article 1(17) and Article 18 of Law No. 11 of 2008 on Electronic Information and Transactions, as most recently amended by Law No. 1 of 2024. Furthermore, Article 46 of Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions affirms that electronic contracts possess binding legal force, provided they satisfy the essential requirements for a valid agreement under Indonesian civil law. Accordingly, electronic contracts essentially represent a modern manifestation of the fundamental principles of contract law that have long been embodied in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*).

Nevertheless, the rapid development of digital business transactions has introduced a range of legal challenges that are absent from conventional transactions. The distinctive nature of digital transactions, which are conducted through electronic systems, enables legal relationships to be established without direct physical interaction, thereby creating information asymmetry, inequality of bargaining power, and an increased risk of the abuse of rights by one of the contracting parties. Within this context, the principle of good faith serves as a fundamental legal doctrine that safeguards fairness, contractual balance, and legal certainty throughout the contractual relationship.

The principle of good faith constitutes one of the fundamental doctrines of contract law and is expressly stipulated in Article 1338 (3) of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), which provides that every agreement must be performed in good

[1] Vivi Sylvia Purborini, "Legal Validity of Digital Contracts in Indonesian Business Transactions : A Normative Study of the Civil Code and Electronic Information and Transactions Law," *Sinergi International Journal of Law* 4, no. 2 (2026): 71–78, https://doi.org/https://doi.org/10.61194/law.v4i2.1032.

faith. This provision demonstrates that Indonesian contract law emphasizes not only the formal fulfillment of contractual obligations but also requires parties to adhere to standards of honesty, reasonableness, and fairness in the performance of their agreements. According to Ridwan Khairandy, the principle of good faith in modern contract law has evolved from a moral concept into a legal principle that functions to regulate the exercise of the parties' rights and obligations, ensuring that their conduct remains consistent with the values of reasonableness and justice prevailing within society.[2]

In the context of electronic transactions, the principle of good faith encompasses a broader scope than it does in conventional transactions. It applies not only to the performance of contractual obligations but also extends to the pre-contractual stage, the formation of the contract, and the resolution of contractual disputes. Within the contemporary platform economy, the principle of good faith can no longer be understood merely as a moral obligation of the contracting parties. Rather, it must be reconceptualized as a standard of digital governance that requires transparency, fairness in system design, and a proportionate allocation of risks in digital contracts.[3]

Nevertheless, electronic contracts across various digital platforms in Indonesia remain predominantly based on a take-it-or-leave-it model, resulting in an imbalance of bargaining power between businesses and consumers and potentially undermining the effective implementation of the principle of good faith in contractual relationships. This condition demonstrates that the application of the principle of good faith in the practice of electronic contracting continues to face significant legal and practical challenges.[4]

The urgency of examining the principle of good faith in electronic contracts has become increasingly significant in light of the various legal issues arising from digital transaction practices in Indonesia. One of the most common problems is the unilateral cancellation of transactions by digital platform operators or business actors due to pricing errors or inaccurate product information. Such unilateral cancellations by e-commerce platforms demonstrate that the implementation of the principle of good faith remains suboptimal, particularly with respect to ensuring consumers' rights to receive accurate, complete, and reliable information in electronic transactions.[5]

Furthermore, the widespread use of standard-form contracts on digital platforms has emerged as a significant legal concern. In practice, consumers are often presented only with the option of accepting or rejecting terms and conditions that have been unilaterally drafted by platform operators. The inclusion of excessively broad disclaimer clauses that limit the liability

[2] Ridwan Khairandy, *Itikad Baik Dalam Kebebasan Berkontrak*, Pertama (Yogyakarta: FH UII Press, 2018), https://opac.perpusnas.go.id/DetailOpac.aspx?id=1069524.

[3] Arini Asriyani et al., "Rekonstruksi Prinsip Itikad Baik Dalam Transaksi Bisnis Digital Di Era Ekonomi Platform," *Amsir Management Journal* 6, no. 1 (2025): 1–12, https://doi.org/https://doi.org/10.56341/amj.v6i1.710.

[4] Fathya Aprilianti and Amoury Adi Sudiro, "Keseimbangan Para Pihak Dalam Kontrak Elektronik (E-Contract)," *Jurnal Hukum POSITUM* 8, no. 1 (2023): 276–98, https://doi.org/doi.org/10.35706/positum.v8i2.10898.

[5] Amila Desiani, Muhamad Amirulloh, and Agus Suwandono, "Implementasi Asas Itikad Baik Dalam Perlindungan Konsumen Atas Pembatalan Transaksi Yang Dilakukan Oleh Situs Belanja Elektronik," Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An 2, no. 1 (2019): 56–68, https://doi.org/10.24198/acta.v2i1.157.

of business actors may constitute a violation of the principle of good faith, as such provisions have the potential to disadvantage consumers and deprive them of access to legal remedies to which injured parties are rightfully entitled.[6]

This situation is further exacerbated by the absence of specific regulations governing standard-form electronic contracts in Indonesia. As a result, legal protection for users continues to rely primarily on the general principles of contract law embodied in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*) and the statutory provisions on consumer protection. Consequently, the assessment of both the validity and fairness of standard contractual clauses in electronic contracts remains largely dependent on the application of general legal principles particularly the principles of good faith, contractual balance, and reasonableness by courts as well as by the contracting parties in the performance of their contractual obligations.[7]

Another issue underscoring the importance of the principle of good faith in digital transactions is the growing incidence of personal data breaches and the misuse of users' personal information on digital platforms. In recent years, Indonesia has experienced numerous data breach incidents involving the personal information of millions of users of digital services. One widely publicized case concerned the alleged leak of more than 380,000 customer records from an internet service provider, including names, addresses, identification numbers, email addresses, and other personal information. This situation demonstrates that the performance of electronic contracts extends beyond the fulfillment of contractual obligations in commercial transactions; it also encompasses the duty to ensure the security and confidentiality of users' personal data as an integral manifestation of the principle of good faith in contractual relationships.[8]

From a normative perspective, the obligation to safeguard the security of personal data has now been firmly established through Law No. 27 of 2022 on Personal Data Protection.[9] The law stipulates that the responsibility of electronic system operators extends beyond the fulfillment of contractual obligations and also encompasses the protection of users' personal data as an integral part of the legal relationship between the contracting parties.[10] The enactment of this legislation has broadened the scope of the implementation of the principle of good faith in electronic transactions, as business actors are required not only to perform contractual obligations in accordance with the parties' agreement but also to safeguard the personal data of consumers collected throughout the course of the legal relationship.

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[6] Kinan Kalam Khalifa, "Kriteria Iktikad Baik Pada Klausul Disclaimer Dalam Kontrak Elektronik," Perspektif Hukum 24, no. 2 (2024): 174–94, https://doi.org/https://doi.org/10.30649/ph.v24i2.312.

[7] Ario Wendra, "Study Of Raw Contracts in Electronic Contracts in The Digital Era Based on Indonesian Contract Law," *Strata Law Review* 2, no. 1 (2024): 20–50, https://doi.org/doi.org/10.59631/slr.v2i1.103.

[8] Rita Puspita Sari, "Kebocoran Data 380 Ribu Pengguna Biznet Di Dark Web," Chief Information Security Officer, March 2024, https://ciso.or.id/berita/kebocoran-data-biznet.

[9] dewan Perwakilan Rakyat Republik Dan Presiden Republik Indonesia Indonesia, "Undang-Undang Nomor 27 Tahun 2022 Tentang Pelindungan Data Pribadi," Pub. L. No. Undang-Undang Nomor 27 Tahun 2022, 1 (2022), https://peraturan.bpk.go.id/Details/229798/uu-no-27-tahun-2022.

[10] Muhammad Ilham Mahrudin Zamzam, Rofadan Mina Arsyada, and Nadya Eka Amalia Al'Azza, "Keabsahan Hubungan Kontraktual Secara Elektronik Dalam E-Commerce Dan Pertanggungjawaban Hukum Atas Kebocoran Data Pribadi Pengguna," *Journal Suara Hukum* 5, no. 2 (2023): 130–48, https://doi.org/doi.org/10.26740/jsh.v5n2.p130-148.

Scholarly discussions on electronic contracts and the principle of good faith in digital business transactions have continued to evolve alongside the increasing complexity of legal relationships in the digital environment. Previous studies have generally concluded that electronic contracts satisfy the legal requirements for validity as agreements, provided they comply with the provisions of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*) and the Law on Electronic Information and Transactions. However, these studies have primarily focused on the validity of electronic contracts and have not comprehensively examined the implementation of the principle of good faith throughout each stage of the digital contractual relationship.[11]

Other studies have advanced the concept of reconstructing the principle of good faith within the platform economy by positioning it as a governance principle that requires transparency, fairness in system design, and the proportionate allocation of risks among the parties. Nevertheless, these studies have not examined the relationship between the implementation of the principle of good faith and the legal consequences arising from breaches of electronic contracts under Indonesian contract law.[12]

In addition, several studies have examined the application of the principle of good faith in digital contracts as a fundamental doctrine governing contractual relationships based on information technology. However, these discussions have remained largely confined to the contractual relationship between the parties and have not addressed its connection with personal data protection or the forms of legal liability arising from violations of the principle of good faith in digital business transactions.[13]

The principal challenge in digital contracts lies not only in the implementation of the principle of good faith but also in the difficulty of proving bad faith within automated electronic systems that operate through information technology.[14] The principle of good faith serves as an essential legal instrument for ensuring legal certainty in online transactions, particularly by protecting consumers against unfair business practices.[15]

Before the translation, I refined the wording slightly to read naturally in academic English while preserving the original meaning. Based on the existing body of literature, no study has yet comprehensively integrated the implementation of the principle of good faith throughout all stages of electronic contracts from contract formation and performance to the legal consequences of its breach while taking into account the evolving regulatory framework on personal data protection. Accordingly, this study offers a more comprehensive perspective by providing an integrative analysis that combines contract law, electronic transaction law, consumer protection law, and personal data protection law. The novelty of this research lies in its examination of the implementation of the principle of good faith not only from the

[11] Purborini, "Legal Validity of Digital Contracts in Indonesian Business Transactions : A Normative Study of the Civil Code and Electronic Information and Transactions Law."
[12] Asriyani et al., "Rekonstruksi Prinsip Itikad Baik Dalam Transaksi Bisnis Digital Di Era Ekonomi Platform."
[13] Gleen Daniel and Syafrida, "Penerapan Asas Itikad Baik Dalam Kontrak Digital," *Jurnal Surya Kencana Dua: Dinamika Masalah Hukum Dan Keadilan* 12, no. 2 (2023): 169–83, https://doi.org/10.32493/SKD.v12i2.y2025.55447.
[14] Daniel and Syafrida.
[15] Dwi Atmoko and Noviriska, "Kepastian Hukum Dalam Transaksi Online: Peran Asas Itikad Baik Berdasarkan Hukum Perdata Indonesia," *Binamulia Hukum* 13, no. 2 (2024): 421–28, https://doi.org/doi.org/10.37893/jbh.v13i2.955.

standpoint of contract law but also through its integration with the legal regimes governing electronic transactions, consumer protection, and personal data protection. This integrated approach seeks to explain the forms of legal liability arising from breaches of the principle of good faith within Indonesia's digital business ecosystem.

Method

Before the translation, I refined the wording slightly to ensure it reads naturally in academic legal English while preserving the original meaning. The advancement of Artificial Intelligence (AI) technologies in the drafting of electronic contracts has also introduced new legal challenges concerning the validity of such contracts and the determination of the party responsible in the event of a breach of the principle of good faith. These developments highlight the need for a normative examination of the adequacy of the existing legal framework, the implementation of the principle of good faith in electronic contracts, and the legal liability of the parties involved in digital business transactions.[16] Before the translation, I refined the sentence slightly to align with standard legal research terminology in English while preserving its meaning. In light of these issues, this study adopts a normative juridical research approach, as it focuses on examining the positive legal norms governing the implementation of the principle of good faith in electronic contracts. Accordingly, its object of analysis consists of statutory regulations, legal doctrines, legal principles, and relevant judicial decisions, rather than the empirical behavior of society.[17] Before the translation, I refined the wording slightly to conform to standard academic legal English. The selection of this research method is based on the objective of analyzing the harmonization and application of legal norms governing the principle of good faith in digital business transactions through a statutory approach, a conceptual approach, and a case approach).[18] Before the translation, I refined the wording slightly to align with the style commonly used in international legal journals. The analysis is grounded in the theory of the principle of good faith, which views good faith not merely as the parties' subjective honesty but also as an objective standard requiring reasonableness, fairness, transparency, and balance in the performance of contractual relationships.[19] Before the translation, I refined the wording slightly to reflect the style of international legal scholarship. Accordingly, this theory serves as the analytical framework for assessing the implementation of the principle of good faith in the formation and performance of electronic contracts, as well as in determining legal liability for breaches of such contracts in digital business transactions.

Result and Discussion

Implementation of the Principle of Good Faith in Electronic Contracts

The rapid advancement of information technology has fundamentally transformed the nature of legal relationships within society, particularly in the areas of trade and business transactions. This transformation is reflected in the increasing use of electronic contracts as the principal legal instrument governing digital business activities. Within the Indonesian legal system, electronic contracts have obtained formal legal recognition through Article 1(17) and Article 18 of Law No. 11 of 2008 on Electronic Information and Transactions, as most recently amended by Law No. 1 of 2024. These provisions affirm that an electronic contract is an

[16] Amin Maulani et al., "Juridical Analysis of the Validity of Electronic Contracts Made by Artificial Intelligence in Indonesian Law," *Journal of Social Science Studies* 3, no. 1 (2023): 139–44, https://jos3journals.id/index.php/jos3/article/view/225/289.

[17] Peter Mahmud Marzuki, *Penelitian Hukum*, ed. Tambra 23 and Suwito, Revisi (JAKARTA: Kencana, 2017), https://books.google.co.id/books?id=CKZADwAAQBAJ&printsec=copyright#v=onepage&q&f=false.

[18] Johnny Ibrahim, *Teori & Metodologi Penelitian Hukum Normatif* (Bayu Media, 2013), https://bacabuku.com/detail/teori---metodologi-penelitian-hukum-normatif/26135?srsltid=AfmBOop4iFoQ1m3HjQky496BZUbXUVAQPMU2Zi5rt5KSHl7eySXncBRU.

[19] Khairandy, *Itikad Baik Dalam Kebebasan Berkontrak*.

agreement concluded through an electronic system and is legally binding upon the parties to the same extent as a conventional contract.[20]

Although electronic contracts have emerged as a product of digital technological advancement, their validity and performance remain subject to the fundamental principles of contract law as embodied in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). One of the core principles governing the performance of electronic contracts is the principle of good faith, as stipulated in Article 1338(3) of the Indonesian Civil Code, which provides that every agreement must be performed in good faith. In the evolution of modern contract law doctrine, the principle of good faith is no longer understood narrowly as subjective honesty (*subjective good faith*). Rather, it has developed into an objective standard (*objective good faith*) that requires reasonableness, fairness, transparency, and due regard for the legitimate interests of the other party throughout the contractual relationship.

This transformation is evident in the practice of electronic contracts governing legal relationships established through digital platforms. Courts have increasingly shifted from a subjective conception of good faith toward an objective standard when assessing the implementation of the principle of good faith in digital contracts.[21] The evolution of digital transactions has shifted the application of the principle of good faith from merely assessing the parties' intentions to evaluating their overall legal conduct throughout the formation and performance of the contract. At the pre-contractual stage of electronic contracts, the implementation of the principle of good faith is reflected in the obligation of business actors to provide consumers with accurate, clear, and complete information. This obligation is stipulated in Article 9 of the Law on Electronic Information and Transactions and Article 7(b) of Law No. 8 of 1999 on Consumer Protection.[22]

Transparency of information constitutes a fundamental element in the formation of contractual consent, as an agreement based on misleading information may undermine the parties' free consent, as required under Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). In practice, digital business transactions continue to exhibit various forms of violations of the principle of information transparency. These include the manipulation of product descriptions, the use of images that do not accurately represent the actual condition of the goods, and the inclusion of contractual clauses that are difficult for consumers to understand.

This phenomenon demonstrates that a significant degree of information asymmetry continues to exist between business actors and consumers in many digital transactions. As recognized in modern contract law, *electronic contracts must reflect fairness and genuine consent*. In this regard, the validity of an electronic contract should not be determined solely by the parties' formal acceptance through the "Agree" button; rather, it must also reflect a

[20] Dewan Perwakilan Rakyat Republik Dan Presiden Republik Indonesia Indonesia, "Undang Undang Republik Indonesia Nomor 1 Tahun 2024 Tentang Perubahan Kedua Atas Undang-Undang Nomor I1 Tahun 2oo8 Tentang Informasi Dan Transaksi Elektronik," Pub. L. No. Undang.Undang Republik Indonesi.A Nomor 1 Tahun 2024, 1 (2024), https://peraturan.bpk.go.id/details/274494/uu-no-1-tahun-2024.

[21] Arif Kusnodin, Trinas Dewi Hariyana, and David Novan Setyawan, "Transformasi Doktrin Itikad Baik Dalam Perjanjian Di Era Digital : Analisis Putusan Pengadilan 2020 – 2024 .," *YUSTITIABELEN* 12, no. 1 (2026): 43–59, https://doi.org/doi.org/10.36563/g465kn77.

[22] Dewan Perwakilan Rakyat Republik Indonesia, Dan, And Presiden Republik Indonesia, "Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," Pub. L. No. Undang-Undang Nomor 8 Tahun 1999, 1 (1999), https://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999.

genuine agreement formed on the basis of transparent information disclosure and the protection of the parties' free and informed consent.[23]

The implementation of the principle of good faith must also be examined in the context of the use of standard-form contracts, which dominate contemporary digital business transactions. In practice, consumers have little or no opportunity to negotiate the contractual terms, as the entire content of the agreement is unilaterally predetermined by the platform operator. This condition creates an imbalance in bargaining power (*inequality of bargaining power*), which may weaken the legal protection afforded to consumers. As has been observed, *good faith must operate at the level of platform design*. This perspective suggests that the implementation of the principle of good faith in the digital economy cannot be confined solely to the conduct of the contracting parties; rather, it must also be embedded in the design of the electronic systems through which contractual relationships are established. Accordingly, the principle of good faith in digital transactions should be understood as a governance principle that requires digital platforms to develop systems that are transparent, fair, and free from practices that may mislead users.

The evolution of the digital economy demonstrates that modern contractual relationships are no longer confined to the exchange of goods and services but also encompass the collection, processing, and management of users' personal data. In digital transactions, consumers routinely provide electronic system operators with various categories of personal information, including their names, addresses, identification numbers, telephone numbers, email addresses, and even behavioral data reflecting their online activities. This development has made the protection of personal data an integral component of the performance of electronic contracts. The findings of this study indicate an alleged data breach involving more than 380,000 customer records of an internet service provider, including names, addresses, identification numbers, email addresses, and various other categories of personal information.

From a legal perspective, this case demonstrates that the performance of an electronic contract extends beyond the provision of internet services as the principal contractual obligation. It also encompasses the duty to ensure the security and confidentiality of customers' personal data as an essential manifestation of the principle of good faith. In this context, the obligations of business actors are no longer limited to the fulfillment of their primary contractual obligations but also include safeguarding the other legal interests that arise from the contractual relationship.

This obligation is now firmly grounded in the legal framework established by Article 26 of the Law on Electronic Information and Transactions, Article 39 of Law No. 27 of 2022 on Personal Data Protection, and Articles 14 and 15 of Government Regulation No. 71 of 2019. Accordingly, a personal data breach should not be regarded merely as a technical failure of an electronic system but also as a violation of a legal obligation that gives rise to legal liability toward the affected users.

Another notable case is the personal data breach involving Tokopedia users, which affected millions of customer records and became one of the largest data breach incidents in

[23] Pristika Handayani, Dian Arianto, and Sazani, "Legality of Electronic Contracts in the Context of Good Faith Principle Application in E-Commerce Transactions within the Modern Economy: A Review Based on Wilstheorie," *DiH: Jurnal Ilmu Hukum* 20, no. 2 (2024): 211–18, https://doi.org/doi.org/10.30996/dih.v20i2.11509.

the history of Indonesia's digital economy. Based on Ridwan Khairandy's theory of objective good faith, a personal data breach should not be viewed merely as a technical failure of an electronic system; rather, it reflects a failure to fulfill the legal obligation to protect consumers' legitimate interests. Accordingly, a breach of data security constitutes a violation of the principle of good faith, as the business actor has failed to perform its contractual obligations with due care, fairness, and responsibility.[24]

In addition, the alleged data breach involving BPJS Kesehatan users demonstrates that inadequate data protection may pose significant risks to the public's right to privacy.[25] This case illustrates that digital legal relationships do not only generate obligations to perform the primary contractual obligations but also impose a duty to ensure the security of information as part of the implementation of the principle of good faith. Where electronic system operators fail to adequately protect users' personal data, such failure may be regarded as a violation of the objective standard of good faith, as the operators have not fulfilled their duty of care in safeguarding users' legal interests. This view is consistent with Ridwan Khairandy's theory, which positions the principle of good faith as a benchmark of propriety, fairness, and balance in contractual relationships.[26] Accordingly, the implementation of the principle of good faith in personal data management must be realized through transparency, accountability, and privacy protection as part of the contractual obligations of electronic system operators to safeguard the legal interests of users.[27]

From the perspective of modern contract law, the failure to ensure the security of personal data may be classified as a violation of the principle of good faith, as the data recipient fails to fulfill the obligation to protect the users' legal interests. This development indicates that the principle of good faith now operates as a legal instrument requiring business actors to actively safeguard consumer interests throughout the course of digital contractual relationships.[28]

Legal Consequences of the Violation of the Principle of Good Faith in Electronic Agreements: A Perspective of Civil Law and Consumer Protection Law

A breach of the principle of good faith in electronic contracts gives rise to legal consequences that are not only contractual in nature but may also lead to liability under consumer protection law and personal data protection law. From the perspective of contract law, a violation of the principle of good faith can be classified as a breach of contract (*wanprestasi*) when one of the parties fails to perform its obligations as agreed. In digital transactions, the most common forms of breach of contract include:

[24] CNN Indonesia, "Kronologi Lengkap 91 Juta Akun Tokopedia Bocor Dan Dijual," *CNN Indonesia* (Jakarta, May 2020), https://www.cnnindonesia.com/teknologi/20200503153210-185-499553/kronologi-lengkap-91-juta-akun-tokopedia-bocor-dan-dijual.

[25] Menteri PANRB Tjahjo Kumolo, "Data BPJS Kesehatan Diduga Bocor, Menteri Tjahjo Dukung Kemkominfo Usut Tuntas," *Panrb* (Jakarta, May 2021), https://www.menpan.go.id/site/berita-terkini/data-bpjs-kesehatan-diduga-bocor-menteri-tjahjo-dukung-kemkominfo-usut-tuntas.

[26] Khairandy, *Itikad Baik Dalam Kebebasan Berkontrak*.

[27] Devin Irwan Jinoto, "Penerapan Prinsip Good Faith Dalam Perjanjian Pengelolaan Data Pribadi Pada Ekosistem Internet of Things Di Indonesia," *Justicia Journal* 15, no. 1 (2026): 118–29, https://doi.org/https://doi.org/10.32492/jj.v15i1.15108.

[28] Winda Nurul Annisa, "Perlindungan Hukum Bagi Konsumen Dalam Sengketa Perdata E- Commerce : Analisis Atas Asas Itikad Baik," *Indonesian Journal Of Civic And Law Studies* 1, no. 1 (2025): 23–33, https://jurnal.sainsglobal.com/index.php/IJCL/article/view/4889.

1. Delivery of goods not in accordance with specifications;
2. Delayed delivery;
3. Unilateral cancellation of transactions;
4. Refusal to provide refunds;
5. Failure of electronic systems that causes losses to users.

This view explains that the development of the platform economy has expanded the concept of breach of contract (*wanprestasi*) from traditional contractual violations into a form of virtual breach of contract involving electronic systems and digital platforms. Accordingly, failures of electronic systems, algorithmic errors, or negligence by platform operators may be regarded as forms of breach of contract arising from the inherent characteristics of modern electronic contracts.

This development confirms that the principle of good faith has evolved from a rule of contractual interpretation into a standard of digital governance encompassing algorithmic transparency, consumer protection, electronic system security, and platform accountability. Accordingly, the performance of contractual obligations in electronic transactions is no longer assessed solely on the fulfillment of the agreed performance, but also on the ability of electronic system operators to ensure the reliability, security, and transparency of digital service mechanisms.[29]

The performance of electronic contracts that is not based on the principle of good faith undermines legal certainty and erodes trust in the digital transaction system. In addition to breach of contract (*wanprestasi*), violations of the principle of good faith may also give rise to tort liability (*onrechtmatige daad*) as regulated under Article 1365 of the Indonesian Civil Code, where such conduct causes harm to another party.[30]

The alleged data breach involving approximately 380,000 Biznet customer records indicates that the obligations of business actors in electronic contracts are not limited to the provision of internet services but also include the duty to maintain the confidentiality of customer information as part of the implementation of the principle of good faith. This alleged breach demonstrates that data security has become an integral component of the contractual performance that must be fulfilled by electronic system operators in digital contractual relationships. Where such obligations are not adequately fulfilled, business actors may be held liable under contract law, consumer protection law, and the personal data protection regime.[31]

From the perspective of the Personal Data Protection Law, such violations may also give rise to:

1. Administrative sanctions;
2. Orders to cease the processing of personal data;
3. The obligation to notify the data subject; and
4. Claims for compensation by the data subject.

Violations of the principle of good faith in electronic contracts frequently arise through the misuse of electronic systems, the manipulation of information, or the failure to ensure the

[29] Fadhil Hayan Mochammad, "The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts," *Golden Ratio Of Law And Social Policy Review* 5, no. 2 (2026): 267–77, https://doi.org/https://doi.org/10.52970/grlspr.v5i2.1012.

[30] Atmoko and Noviriska, "Kepastian Hukum Dalam Transaksi Online: Peran Asas Itikad Baik Berdasarkan Hukum Perdata Indonesia."

[31] Teguh Imam Suyudi, "Dugaan Kebocoran Data Biznet, Ini Kata Kemenkominfo," *ItWorks*, March 2024, https://www.itworks.id/66108/data-biznet-bocor.html.

security of users' personal data. As recognized in modern contract law, *good faith affects the validity and enforcement of contracts*. This perspective underscores the central role of the principle of good faith in determining both the validity and the performance of electronic contracts.[32]

This demonstrates that the principle of good faith in electronic contracts cannot be assessed solely on the basis of the formal requirements for contractual validity as prescribed in Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). Rather, it must also be evaluated against broader parameters, including transparency of information, equality of bargaining power, the protection of consumer rights, and the ethical accountability of electronic system operators throughout the contractual relationship. Accordingly, the principle of good faith functions as a normative standard for determining whether the performance of an electronic contract satisfies the requirements of reasonableness, fairness, and legal protection for the contracting parties.[33]

In addition to being examined from the perspective of contract law, the implementation of the principle of good faith in electronic contracts may also be analyzed through the lenses of economic law and Islamic law. From the perspective of economic law, the principle of good faith functions as a mechanism for enhancing market efficiency by reducing transaction costs, information asymmetry, and the risk of opportunistic behavior among business actors. The implementation of the principle promotes transparency, accountability, and trust in digital transactions, thereby strengthening legal certainty while supporting the sustainable development of electronic commerce. Conversely, violations of the principle of good faith may undermine consumer confidence, increase the costs associated with dispute resolution, and impede the growth of the digital economy ecosystem.[34]

From the perspective of Islamic law, the principle of good faith is consistent with the doctrines of *amānah* (trustworthiness), *ṣidq* (honesty), and the prohibition of *gharar* (excessive uncertainty) in *muʿāmalah* contracts. These principles require each party to act honestly, transparently, and refrain from concealing information that may cause harm to the other party. Accordingly, both economic law and Islamic law regard the principle of good faith as a normative mechanism that not only ensures the lawful performance of contracts but also preserves the balance of the parties' rights and obligations while fostering trust in digital contractual relationships.

Accordingly, where a violation of the principle of good faith is proven to have resulted in an imbalance of the parties' rights and obligations, the relevant contractual clause may be declared null and void pursuant to Article 18 of the Consumer Protection Law. This study therefore demonstrates that the principle of good faith has evolved into a legal protection mechanism serving both preventive and repressive functions in digital business transactions. Its implementation is no longer confined to the performance of contractual obligations but also

[32] Dwi Hasrianty Ruchban, "Strengthening the Principle of Good Faith in Contract Dispute Resolution in Indonesia," *Paulus Law Journal* 6, no. 1 (2024): 64–76, https://ojs.ukipaulus.ac.id/index.php/plj/article/view/674.

[33] Sigit Nurhadi Nugraha et al., "From Formal Validity To Ethical Accountability: Good Faith In Sharia Electronic Contracts Under Indonesian Law," *Jurnal Kajian Hukum Islam Dan Hukum Ekonomi Islam* 9, no. 2 (2025): 279–303, https://doi.org/https://doi.org/10.33650/jhi.v9i2.12690.

[34] Widjaja, "The Evolution Of Contract Law In The Digital Age: The Challenges Of Electronic Contracts, Virtual Breaches Of Contract, And Consumer Protection In The Platform Economy."

extends to the protection of personal data, the transparency of electronic systems, the fairness of contractual terms, and the responsibility of business actors to maintain public trust in the digital business ecosystem.

These three cases reveal a common pattern, namely that violations of the principle of good faith in electronic contracts are no longer manifested solely through the non-performance of primary contractual obligations, as traditionally recognized in classical contract law, but also through the failure of electronic system operators to safeguard users' personal data. From the perspective of Ridwan Khairandy's theory of objective good faith, this obligation constitutes an integral component of the standards of reasonableness and fairness that must be observed throughout the contractual relationship. The theory positions the principle of good faith as a normative standard governing both the validity and the performance of contracts, while further developing the concept of good faith as a governance principle that requires electronic system operators to establish systems that are transparent, accountable, and secure. Accordingly, the personal data breaches involving Tokopedia, BPJS Kesehatan, and Biznet should not be regarded merely as technical failures; they may also be characterized as violations of the principle of good faith, giving rise to contractual liability as well as legal responsibility under the frameworks of consumer protection and personal data protection.

Conclusion

This study demonstrates that the implementation of the principle of good faith in digital business contracts has evolved from a mere moral obligation into an objective legal standard that is binding throughout the pre-contractual stage, contract formation, and the performance of electronic contracts. Nevertheless, its implementation continues to face significant challenges, including unequal bargaining power, the use of disproportionate standard-form contractual clauses, unilateral cancellation of transactions, and inadequate protection of personal data. Violations of this principle give rise not only to contractual liability for breach of contract but also to legal responsibility under the regimes governing consumer protection and personal data protection. Accordingly, strengthening the regulatory framework, enhancing the compliance of electronic system operators, and institutionalizing the principle of good faith as a standard of digital governance are essential prerequisites for promoting legal certainty, fairness, and public trust within Indonesia's digital business ecosystem.

Bibliography

Annisa, Winda Nurul. "Perlindungan Hukum Bagi Konsumen Dalam Sengketa Perdata E-Commerce : Analisis Atas Asas Itikad Baik." *Indonesian Journal Of Civic And Law Studies* 1, no. 1 (2025): 23–33. https://jurnal.sainsglobal.com/index.php/IJCL/article/view/4889.

Aprilianti, Fathya, and Amoury Adi Sudiro. "Keseimbangan Para Pihak Dalam Kontrak Elektronik (E-Contract)." *Jurnal Hukum POSITUM* 8, no. 1 (2023): 276–98. https://doi.org/doi.org/10.35706/positum.v8i2.10898.

Asriyani, Arini, Murdiono Murdiono, Rahmat Eko Prabowo, and A P Jaya Negara M A. "Rekonstruksi Prinsip Itikad Baik Dalam Transaksi Bisnis Digital Di Era Ekonomi Platform." *Amsir Management Journal* 6, no. 1 (2025): 1–12. https://doi.org/https://doi.org/10.56341/amj.v6i1.710.

Atmoko, Dwi, and Noviriska. "Kepastian Hukum Dalam Transaksi Online: Peran Asas Itikad Baik Berdasarkan Hukum Perdata Indonesia." *Binamulia Hukum* 13, no. 2 (2024): 421–28. https://doi.org/doi.org/10.37893/jbh.v13i2.955.

Daniel, Gleen, and Syafrida. "Penerapan Asas Itikad Baik Dalam Kontrak Digital." *Jurnal Surya Kencana Dua: Dinamika Masalah Hukum Dan Keadilan* 12, no. 2 (2023): 169–83. https://doi.org/10.32493/SKD.v12i2.y2025.55447.

Desiani, Amila, Muhamad Amirulloh, and Agus Suwandono. "Implementasi Asas Itikad Baik Dalam Perlindungan Konsumen Atas Pembatalan Transaksi Yang Dilakukan Oleh Situs Belanja Elektronik." *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 2, no. 1 (2019): 56–68. https://doi.org/10.24198/acta.v2i1.157.

Dewan Perwakilan Rakyat Republik Indonesia, Dan, And Presiden Republik Indonesia. Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Pub. L. No. Undang-Undang Nomor 8 Tahun 1999, 1 (1999). https://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999.

Handayani, Pristika, Dian Arianto, and Sazani. "Legality of Electronic Contracts in the Context of Good Faith Principle Application in E-Commerce Transactions within the Modern Economy: A Review Based on Wilstheorie." *DiH: Jurnal Ilmu Hukum* 20, no. 2 (2024): 211–18. https://doi.org/doi.org/10.30996/dih.v20i2.11509.

Ibrahim, Johnny. *Teori & Metodologi Penelitian Hukum Normatif*. Bayu Media, 2013. https://bacabuku.com/detail/teori---metodologi-penelitian-hukum-normatif/26135?srsltid=AfmBOop4iFoQ1m3HjQky496BZUbXUVAQPMU2Zi5rt5KSHl7eySXncBRU.

Indonesia, CNN. "Kronologi Lengkap 91 Juta Akun Tokopedia Bocor Dan Dijual." *CNN Indonesia*, Jakarta, May 2020. https://www.cnnindonesia.com/teknologi/20200503153210-185-499553/kronologi-lengkap-91-juta-akun-tokopedia-bocor-dan-dijual.

Indonesia, Dewan Perwakilan Rakyat Republik Dan Presiden Republik Indonesia. Undang-Undang Nomor 27 Tahun 2022 tentang Pelindungan Data Pribadi, Pub. L. No. Undang-Undang Nomor 27 Tahun 2022, 1 (2022). https://peraturan.bpk.go.id/Details/229798/uu-no-27-tahun-2022.

———. Undang Undang Republik Indonesia Nomor 1 Tahun 2024 Tentang Perubahan Kedua Atas Undang-Undang Nomor I1 Tahun 2oo8 Tentang Informasi Dan Transaksi Elektronik, Pub. L. No. Undang.Undang Republik Indonesia Nomor 1 Tahun 2024, 1 (2024). https://peraturan.bpk.go.id/details/274494/uu-no-1-tahun-2024.

Indonesia, Peraturan Pemerintah Republik. Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik, Pub. L. No. Peraturan Pemerintah Nomor 71 Tahun 2019, 1 (2019). https://peraturan.bpk.go.id/Details/122030/pp-no-71-tahun-2019.

Jinoto, Devin Irwan. "Penerapan Prinsip Good Faith Dalam Perjanjian Pengelolaan Data Pribadi Pada Ekosistem Internet of Things Di Indonesia." *Justicia Journal* 15, no. 1 (2026): 118–29. https://doi.org/https://doi.org/10.32492/jj.v15i1.15108.

Khairandy, Ridwan. *Itikad Baik Dalam Kebebasan Berkontrak*. Pertama. Yogyakarta: FH UII Press, 2018. https://opac.perpusnas.go.id/DetailOpac.aspx?id=1069524.

Kinan Kalam Khalifa. “Kriteria Iktikad Baik Pada Klausul Disclaimer Dalam Kontrak Elektronik.” *Perspektif Hukum* 24, no. 2 (2024): 174–94. https://doi.org/https://doi.org/10.30649/ph.v24i2.312.

Kumolo, Menteri PANRB Tjahjo. “Data BPJS Kesehatan Diduga Bocor, Menteri Tjahjo Dukung Kemkominfo Usut Tuntas.” *Panrb*, Jakarta, May 2021. https://www.menpan.go.id/site/berita-terkini/data-bpjs-kesehatan-diduga-bocor-menteri-tjahjo-dukung-kemkominfo-usut-tuntas.

Kusnodin, Arif, Trinas Dewi Hariyana, and David Novan Setyawan. “Transformasi Doktrin Itikad Baik Dalam Perjanjian Di Era Digital : Analisis Putusan Pengadilan 2020 – 2024 .” *Yustitiabelen* 12, no. 1 (2026): 43–59. https://doi.org/doi.org/10.36563/g465kn77.

Marzuki, Peter Mahmud. *Penelitian Hukum*. Edited by Tambra 23 and Suwito. Revisi. JAKARTA: Kencana, 2017. https://books.google.co.id/books?id=CKZADwAAQBAJ&printsec=copyright#v=onepage&q&f=false.

Maulani, Amin, Rommy Hardyansah, Didit Darmawan, Cipriano Nunes Mendonca, and Alcino De Jesus Isaac. “Juridical Analysis of the Validity of Electronic Contracts Made by Artificial Intelligence in Indonesian Law.” *Journal of Social Science Studies* 3, no. 1 (2023): 139–44. https://jos3journals.id/index.php/jos3/article/view/225/289.

Mochammad, Fadhil Hayan. “The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts.” *Golden Ratio Of Law And Social Policy Review* 5, no. 2 (2026): 267–77. https://doi.org/https://doi.org/10.52970/grlspr.v5i2.1012.

Nugraha, Sigit Nurhadi, Abdul Rachmad Budiono, Budi Santoso, and Rachmi Sulistyarini. “From Formal Validity To Ethical Accountability: Good Faith In Sharia Electronic Contracts Under Indonesian Law.” *Jurnal Kajian Hukum Islam Dan Hukum Ekonomi Islam* 9, no. 2 (2025): 279–303. https://doi.org/https://doi.org/10.33650/jhi.v9i2.12690.

Purborini, Vivi Sylvia. “Legal Validity of Digital Contracts in Indonesian Business Transactions : A Normative Study of the Civil Code and Electronic Information and Transactions Law.” *Sinergi International Journal of Law* 4, no. 2 (2026): 71–78. https://doi.org/https://doi.org/10.61194/law.v4i2.1032.

Ruchban, Dwi Hasrianty. “Strengthening the Principle of Good Faith in Contract Dispute Resolution in Indonesia.” *Paulus Law Journal* 6, no. 1 (2024): 64–76. https://ojs.ukipaulus.ac.id/index.php/plj/article/view/674.

Sari, Rita Puspita. “Kebocoran Data 380 Ribu Pengguna Biznet Di Dark Web.” *Chief Information Security Officer*, March 2024. https://ciso.or.id/berita/kebocoran-data-biznet.

Suyudi, Teguh Imam. “Dugaan Kebocoran Data Biznet, Ini Kata Kemenkominfo.” *ItWorks*, March 2024. https://www.itworks.id/66108/data-biznet-bocor.html.

Wendra, Ario. “Study Of Raw Contracts in Electronic Contracts in The Digital Era Based on Indonesian Contract Law.” *Strata Law Review* 2, no. 1 (2024): 20–50. https://doi.org/doi.org/10.59631/slr.v2i1.103.

Widjaja, Gunawan. "The Evolution Of Contract Law In The Digital Age: The Challenges Of Electronic Contracts, Virtual Breaches Of Contract, And Consumer Protection In The Platform Economy." *International Journal Of Financial Economics (IJEFE)* 2, no. 10 (2026): 141–51. https://doi.org/doi.org/10.5281/zenodo.19583919.

Zamzam, Muhammad Ilham Mahrudin, Rofadan Mina Arsyada, and Nadya Eka Amalia Al'Azza. "Keabsahan Hubungan Kontraktual Secara Elektronik Dalam E-Commerce Dan Pertanggungjawaban Hukum Atas Kebocoran Data Pribadi Pengguna." *Journal Suara Hukum* 5, no. 2 (2023): 130–48. https://doi.org/doi.org/10.26740/jsh.v5n2.p130-148.