

## RINGKASAN

**MARISA PINTAULI      Analisis Perlindungan Hukum *Freelancer* Digital  
LUMBANGAOL          Terhadap Wanprestasi dalam Perjanjian Jasa Digital  
220510276                (Dr.Hamdani S.H., L.L.M dan Nabhani Yustisi S.H.,  
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Perkembangan ekonomi digital telah mendorong meningkatnya penggunaan *freelancer* digital dalam berbagai sektor jasa berbasis teknologi. Namun, hingga saat ini belum terdapat pengaturan hukum yang secara khusus mengatur kedudukan dan perlindungan hukum bagi *freelancer* digital di Indonesia, terutama ketika terjadi wanprestasi dalam perjanjian jasa digital. Kondisi tersebut menempatkan *freelancer* pada posisi yang rentan. Penelitian ini bertujuan untuk menganalisis pengaturan hukum perdata terhadap perjanjian jasa digital serta mengkaji bentuk perlindungan hukum bagi *freelancer* digital.

Penelitian ini menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan konseptual. Bahan hukum yang digunakan meliputi bahan hukum primer berupa Kitab Undang-Undang Hukum Perdata dan peraturan terkait transaksi elektronik, serta bahan hukum sekunder berupa buku, jurnal ilmiah, dan hasil penelitian terdahulu

Hasil penelitian menunjukkan bahwa hubungan antara *freelancer* digital dan pengguna jasa merupakan hubungan hukum perdata yang tunduk pada Buku III KUHPerdata mengenai perikatan dan perjanjian. Keabsahan perjanjian digital didasarkan pada Pasal 1320 KUHPerdata mengenai syarat sah perjanjian, sedangkan pelaksanaannya berpedoman pada asas kebebasan berkontrak sebagaimana diatur dalam Pasal 1338 KUHPerdata. Selain itu, isi perjanjian tidak boleh bertentangan dengan hukum, kesusilaan, dan ketertiban umum sesuai Pasal 1337 KUHPerdata, serta harus dilaksanakan dengan itikad baik sebagaimana tercermin dalam Pasal 1339 KUHPerdata. Namun, karakter hubungan digital berbasis platform, kontrak baku, dan sistem elektronik menyebabkan posisi *freelancer* digital sering berada dalam kedudukan yang lemah sehingga perlindungan hukum yang diberikan oleh hukum perdata masih belum optimal. Perlindungan hukum preventif dilakukan melalui perjanjian digital yang jelas dan transparan, sedangkan perlindungan represif dapat ditempuh melalui somasi, gugatan ganti rugi, atau pembatalan perjanjian.

Oleh sebab itu, disarankan membentuk regulasi khusus yang mengatur hubungan kerja digital dan standar perjanjian jasa digital guna memberikan kepastian dan perlindungan hukum yang lebih adil serta mekanisme penyelesaian sengketa yang lebih efektif bagi *freelancer* digital dalam praktik ekonomi digital di Indonesia.

**Kata Kunci : Perlindungan Hukum, *Freelancer* Digital, Wanprestasi, Perjanjian Digital**

## SUMMARY

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*Analysis of Legal Protection for Digital Freelancer  
Against Breach of Contract in Digital Service  
Agreements*

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*The development of the digital economy has led to an increased use of digital freelance workers across various technology-based service sectors. However, to date, there is no specific legal regulation in Indonesia that explicitly governs the legal status and protection of digital freelance workers, particularly in cases of breach of contract in digital service agreements. This condition places freelancers in a vulnerable position. This research aims to analyze the regulation of digital service agreements under Indonesian civil law and to examine the forms of legal protection available for digital freelancers.*

*This study employs a normative legal research method using a statutory approach and a conceptual approach. The legal materials used consist of primary legal materials in the form of the Indonesian Civil Code and regulations related to electronic transactions, as well as secondary legal materials including books, academic journals, and previous research.*

*The results of this study indicate that the relationship between digital freelancers and service users constitutes a civil law relationship governed by Book III of the Indonesian Civil Code concerning obligations and agreements. The validity of digital agreements is based on Article 1320 of the Indonesian Civil Code regarding the legal requirements of an agreement, while their implementation is guided by the principle of freedom of contract as stipulated in Article 1338 of the Indonesian Civil Code. In addition, the contents of an agreement must not conflict with law, morality, and public order as regulated under Article 1337 of the Indonesian Civil Code, and must be carried out in good faith as reflected in Article 1339 of the Indonesian Civil Code. However, the characteristics of digital relationships that are platform-based, standardized through adhesion contracts, and conducted through electronic systems often place digital freelancers in a weaker bargaining position, resulting in legal protection under civil law not yet being fully optimal. Preventive legal protection may be carried out through clear and transparent digital agreements, while repressive legal protection may be pursued through legal notices, claims for damages, or cancellation of agreements.*

*Therefore, it is recommended that specific regulations be established to govern digital working relationships and standards for digital service agreements in order to provide legal certainty, fairer legal protection, and more effective dispute resolution mechanisms for digital freelancers within Indonesia's digital economy practices.*

*Keywords: Legal Protection, Digital Freelancers, Breach of Contract, Digital Agreements*