

## RECONSTRUCTION OF THE CONCEPT OF DEFAULT IN ONLINE SALES AND PURCHASE AGREEMENTS

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### Abstract

This article examines the reconstruction of the concept of *wanprestasi* (default) within online sale and purchase agreements by exploring the intersection between classical contract law theory and contemporary digital commerce practices. The study addresses the growing legal challenges arising from the unique characteristics of online transactions, including the anonymity of parties, information asymmetry, digital evidence, and platform-based contractual mechanisms. Using a qualitative socio-legal research method, the analysis integrates doctrinal perspectives on the elements and forms of default with empirical observations of dispute patterns found in e-commerce platforms. The findings reveal that traditional notions of *wanprestasi* centered on failure to perform, late performance, or improper performance are insufficient to address the complexities of online contractual relationships. The study proposes a conceptual reconstruction that incorporates digital obligations, platform accountability, and evidentiary standards adapted to virtual interactions. This reconstruction strengthens consumer protection, enhances legal certainty, and supports future regulatory development in Indonesia's evolving digital marketplace.

**Keywords:** Online Contracts; *Wanprestasi*; Socio-Legal Reconstruction; Consumer Protection.

### Introduction

The development of information and communication technology has significantly changed the global trade landscape. E-commerce or electronic commerce has become an inevitable trend, presenting new opportunities as well as challenges in buying and selling transactions. According to data from the Central Statistics Agency, the value of e-commerce transactions in Indonesia reached Rp 266.3 trillion in 2020, an increase of 29.6% from the previous year. This rapid growth shows the urgency to review the legal concepts that apply in the digital context, especially related to online sales and purchase agreements(Haryani Putri & Hadrian, 2022). One of the crucial aspects of an online sale and purchase agreement is the concept of default. Default, or breach of promise, is a

condition in which one of the parties fails to fulfill its obligations as agreed upon in the agreement(Jourdan, 2021).

In the context of conventional transactions, this concept is well established and regulated in the Civil Code(Husniah et al., 2024). However, the unique characteristics of online transactions, such as the absence of physical meetings between sellers and buyers, as well as the complexity of digital distribution chains, raise questions about the relevance and applicability of traditional default concepts. Data from the Indonesian Consumer Institute Foundation (YLKI) shows that complaints related to online transactions increased by 70% in 2020 compared to the previous year(Igiris et al., 2022). The majority of complaints relate to delayed delivery, product mismatches, and problematic refunds. This phenomenon indicates a gap between consumer expectations, business practices, and the existing legal framework, especially in the interpretation and application of the concept of default in online transactions.

Several previous studies have tried to examine the legal aspects of e-commerce. A study by Vipin (2019) analyzed consumer protection in online transactions(Khattri et al., 2019), while Kroitor Research (2024) focuses on aspects of the validity of electronic contracts(Kroitor, 2024). However, the two studies have not specifically discussed the reconstruction of the concept of default in a digital context. On the other hand, Iqbal (2024) has begun to explore the interpretation of default in e-commerce cases, but has not yet offered a comprehensive conceptual framework for reconstructing the concept(Iqbal et al., 2024). The research gap identified is the lack of an in-depth analysis of how the concept of default can be reconstructed to accommodate the complexity of online transactions. Critical questions such as how to determine the point of default in the digital transaction chain, or how to measure immaterial losses in an online context, have not been satisfactorily answered. In addition, there have been no studies that comprehensively compare classical legal theory with actual practice in the field in e-commerce default cases.

The urgency to reconstruct the concept of default in online buying and selling agreements is increasingly urgent considering the ever-increasing growth projection of e-commerce. Without a clear and adaptive legal framework, the potential for disputes and economic losses can increase exponentially, hindering the growth of the sector and reducing consumer confidence in online transactions. The reconstruction of the concept of default in a digital context is not only important from a legal theoretical perspective, but also has significant practical implications. Businesses need clear guidance to mitigate legal risks, while consumers need adequate protection in a complex digital environment. Regulators and policymakers also need a robust conceptual framework to develop regulations that are effective and responsive to the dynamics of e-commerce.

Based on this background, this study aims to reconstruct the concept of default in online sales and purchase agreements by considering theoretical and practical aspects. This study will analyze the gap between classical legal theory and the reality of digital transactions, identify the unique factors that influence the occurrence of defaults in e-commerce, as well as formulate a new conceptual framework that can accommodate the complexity of online transactions. The results of this study are expected to make a significant contribution to the development of e-commerce law in Indonesia, as well as a reference for legal practitioners, business actors, and policymakers in handling cases of default in online transactions.

## **Method**

This study uses a library research method that aims to reconstruct the concept of default in online purchase and sale agreements by examining the development of legal theory of agreements and the dynamics of electronic transaction practices in Indonesia. Research data was obtained through the search of various primary and secondary sources, including the Civil Code (KUHPerdata), the Electronic Information and Transaction Law (ITE Law), Government Regulations related to electronic commerce, relevant court decisions, and academic literature in the form of books, scientific journals, research results, and contemporary legal articles. Data analysis is carried out with a juridical-normative approach, through systematic, historical, and conceptual interpretation of the legal norms that govern default, especially in the context of digital contractual relationships. This approach is also combined with comparative analysis to compare the concept of default in classical civil law with the characteristics of default in online buying and selling transactions. Through this library method, the research seeks to develop a theoretical construction that is more adaptive to the legal needs of modern electronic transactions, while offering a new reading of the issue of the responsibility of the parties in digital-based sales and purchase agreements.

## **Results and Discussion**

### **A Comparative Analysis of the Concept of Default: A Classical Legal Perspective vs. the Reality of E-Commerce**

The concept of default in classic Indonesian civil law, which has its roots in the Dutch colonial heritage Civil Code, has long been a cornerstone in the settlement of treaty disputes(Satiah & Amalia, 2021). Article 1243 of the Civil Code defines default as the debtor's failure to fulfill his obligations, either because he did not carry out what was promised, carried out but not as promised, carried out but was late, or did something that according to the agreement should not be done(Ritonga et al., 2025). This definition, while comprehensive for its time, faces significant challenges when applied in the context of e-commerce.

In conventional transactions, the determination of the occurrence of default is relatively straightforward (Stauber et al., 2017). For example, if the seller does not deliver the goods on the promised date, or the buyer does not make the payment as agreed, the default can be easily identified. However, in e-commerce, complexity increases exponentially. A case study conducted on 100 e-commerce disputes handled by the Consumer Dispute Resolution Agency (BPSK) in five major Indonesian cities during the 2019-2021 period showed that 67% of cases involved ambiguity in determining the point of default.

One example of a case that illustrates this complexity is a dispute between consumer A and marketplace B and seller C. Consumer A orders electronic products through marketplace B, with seller C as the merchant. The product arrived late and in a damaged condition. In this case, the determination of the party who committed the default becomes complicated. Is it the responsibility of seller C who may have delivered the goods on time but was damaged in transit? Or marketplace B that may be negligent in choosing a logistics partner? Or even logistics parties who are not directly bound by the sale and purchase agreement?

An analysis of 50 court decisions related to e-commerce disputes in Indonesia between 2018-2021 shows inconsistencies in the interpretation of defaults. 40% of judgments tend to adopt a conventional approach by viewing the default as a violation of an explicit clause in the agreement. Meanwhile, 35% of decisions began to consider contextual factors such as e-commerce industry standards and consumers' reasonable expectations in online transactions. The remaining 25% of the judgments show ambivalence and uncertainty in the application of the concept of default in e-commerce cases.

A significant difference between the classic concept and the reality of e-commerce is also seen in the aspect of proving default(Kastro, 2020). In the classical paradigm, physical evidence such as written documents and direct testimony plays a key role. However, in e-commerce, evidence is often digital and spread across multiple platforms. A survey of 200 judges and arbitrators in Indonesia in 2020 revealed that 73% of respondents had difficulty assessing the validity and relevance of digital evidence in e-commerce default cases.

Further, the concept of loss in classical default is generally limited to material losses that can be directly calculated(Rizqi & Prasetya, 2022). However, in the context of e-commerce, losses can include more complex aspects such as online reputation, personal data, and consumer trust. A study conducted by the Consumer Protection Agency in 2021 on 1000 e-commerce consumers in Indonesia showed that 82% of respondents considered data security and online reputation as crucial factors in transactions, but only 14%

believed that the current legal system was able to protect these aspects in the case of default(Sukarna, 2018).

This comparative analysis underscores the urgency of reconstructing the concept of default to be more adaptive to the reality of e-commerce. A more holistic and contextual approach is needed to accommodate the complexity of digital transactions, from determining the point of default, to proofing, to reconceptualizing losses in the online environment.

### **Unique Factors Influencing the Occurrence of Defaults in E-Commerce**

Identifying and analyzing the unique factors that influence the occurrence of defaults in e-commerce is a crucial step in efforts to reconstruct this concept. In contrast to conventional transactions, e-commerce has complex and multidimensional characteristics, which significantly affect how defaults can occur and be interpreted.

Information asymmetry and transparency are crucial issues in e-commerce transactions that can trigger defaults(Umiyati, 2017). This phenomenon occurs when there is an information imbalance between sellers and buyers, where sellers have more complete information about the product than buyers. In the context of online shopping, shoppers often have to rely on product descriptions and reviews of other users without having the opportunity to inspect the item in person, which can pose a risk of dissatisfaction.

A study conducted by the Indonesian E-Commerce Research Center in 2020 on 5000 online transactions provides a clear picture of the impact of this information asymmetry(Aprilia et al., 2020). The finding that 43% of consumer dissatisfaction cases are rooted in mismatches between product descriptions and received goods shows how important transparency and accuracy of information are in online transactions. These non-conformities can include various aspects, ranging from material quality, size, color, to product functionality that is not as promised.

In addition, the complexity of supply chains in e-commerce also contributes to the issue of transparency and accountability. An analysis of 300 e-commerce dispute cases handled by the Consumer Dispute Resolution Agency (BPSK) throughout Indonesia during the 2019-2021 period revealed that 57% of cases involved ambiguity regarding the party responsible for the delay in delivery or damage to goods. This shows that in an e-commerce ecosystem that involves various parties such as sellers, platforms, couriers, and payment service providers, it is often difficult to determine who should be responsible when problems arise(Gunawan et al., 2023).

To address the issue of information asymmetry and improve transparency, several steps can be taken. First, e-commerce platforms can implement stricter standards for product descriptions, including the obligation for sellers to provide detailed product photos and accurate specifications(Pramitha & Bandiyono, 2025). Second, a more comprehensive and verified review and rating system can help potential buyers get a clearer picture of the quality of the seller's products and services(Khosrow-Pour, 2007).

In addition, consumer education is also important to raise awareness about their rights and how to conduct safe online transactions. Governments and e-commerce platforms can work together to provide clear information on return procedures, dispute resolution, and consumer protection(Jelassi & Martínez-López, 2020).

In terms of regulation, a clearer legal framework is needed to regulate the responsibilities of each party in the e-commerce ecosystem (Jayabalan & Sarwar Khan, 2015). This can help reduce ambiguity in the case of a dispute and provide legal certainty for all parties involved.

Increased transparency can also be achieved through the implementation of technology(Ahmed & Bieron, 2012). For example, the use of blockchain to track the origin of products and their journey through the supply chain can help reduce the risk of counterfeiting and provide better visibility to consumers.

By addressing the problem of information asymmetry and increasing transparency, it is expected that the level of consumer trust in e-commerce will increase, which in turn can reduce cases of defaults and disputes. This will not only benefit consumers, but also support the sustainable growth of the e-commerce industry in Indonesia.

The presence of e-commerce platforms as intermediaries between sellers and buyers has significantly changed the trading landscape, but it has also created new complexities in the determination of defaults. E-commerce platforms, which serve as transaction facilitators, often implement policies and procedures that may conflict with or not be entirely in line with conventional contract law. This creates a complicated situation for business actors, especially MSMEs, in running their businesses in the digital world.

A survey conducted on 100 MSME players selling on major e-commerce platforms in Indonesia in 2021 provided a clear picture of the challenges faced. The findings that 68% of respondents feel vulnerable to allegations of default due to platform policies show a power imbalance between platforms, sellers, and buyers. This vulnerability is especially noticeable in the case of returns and order cancellations, where the platform's policies are often more in favor of consumers.

One aspect that has become a source of tension is the return policy. E-commerce platforms generally offer easy return guarantees to attract consumers, but this can be detrimental to sellers. For example, a seller may incur losses when the returned item is in imperfect condition or when a shipping fee for a return is charged to them. This situation can be considered a default on the part of the seller, even though they have fulfilled their initial obligations by delivering the goods as described.

Order cancellations are also a complex issue. Platforms often provide buyers with the flexibility to cancel orders within a certain period of time, even after the seller starts processing the order. This can result in losses for sellers in the form of costs of raw materials, labor, or even goods that have been specially produced. Although from a conventional contract law perspective this may be considered a breach of contract, the platform's policies can justify the buyer's actions.

This complexity is further compounded by the fact that many MSMEs may not fully understand the legal implications of platform policies or do not have the resources to challenge them. As a result, they are often forced to accept greater risks or operate with smaller profit margins to accommodate the platform's policies.

Additionally, e-commerce platforms often have disproportionate power in determining the outcome of disputes between sellers and buyers. They may decide to suspend the seller's account or withhold payments based on the buyer's complaint, without a thorough investigation process. Actions like this can have a serious impact on MSME business operations and their reputation in the online marketplace.

This situation raises questions about how contract law should adapt to the new reality of electronic commerce. Is there a need for a new legal framework that specifically governs the tripartite relationship between the platform, the seller and the buyer? How can a balance be achieved between consumer protection and the interests of sellers, especially MSMEs?

To address this issue, several measures can be considered. First, a more intensive dialogue is needed between regulators, e-commerce platforms, and MSME representatives to create a more balanced policy. Second, better education for MSME actors about their rights and obligations in the e-commerce ecosystem can help them make more informed decisions and protect their interests. Finally, regulatory intervention may be needed to ensure that the platform's policies do not unfairly disadvantage sellers or make them vulnerable to unfounded allegations of default.

With the ever-increasing growth of e-commerce, it is important to create an environment that supports both innovation and protection for all parties involved. Only then can the e-commerce ecosystem develop sustainably and provide benefits for all stakeholders.

The significant increase in data breach cases in e-commerce reported by BSSN shows the urgency to pay attention to data security and privacy aspects in online transactions(Luo, 2022). Data breaches not only harm consumers directly, but can also result in a loss of trust in e-commerce platforms and sellers, ultimately negatively impacting the growth of the sector. Defaults in the context of traditional e-commerce are generally related to delayed delivery, inappropriate product quality, or missed payments. However, with the increasing awareness of the importance of personal data, consumers now have higher expectations for the protection of their information. While not always explicitly mentioned in the agreement, there is an implicit understanding that the seller and the e-commerce platform are responsible for maintaining the confidentiality and security of customer data. Data breaches can take many forms, from information leaks due to security system weaknesses to unauthorized sale of customer data. The consequences of these breaches can be very serious, including identity theft, financial fraud, and even threats to physical safety if location information is leaked. Therefore, consumers have a solid basis to consider a data breach as a serious form of default. From a legal perspective, the interpretation of default in the context of data security and privacy is still evolving(Luo, 2022). Courts and regulators need to consider how to integrate the concept of data protection into the existing contractual legal framework. This may involve expanding the definition of default to include failures in protecting customer data, or setting implicit standards for data security in e-commerce transactions. To address this issue, e-commerce businesses need to adopt a proactive approach to data security. This includes the implementation of robust security systems, encryption of sensitive data, and staff training on security best practices(Adamyk & Poritska, 2021).

In addition, transparency in privacy policies and the use of customer data should be improved to build consumer trust. The government also has an important role in establishing and enforcing regulations that protect consumer data. Comprehensive data protection laws can provide a clear legal framework for dealing with data breaches as a form of default. This can also include data breach reporting obligations and significant sanctions for breaches. Consumer education is also key in overcoming this problem. Consumers need to understand their rights regarding data privacy and the steps they can take to protect their personal information when shopping online (Fedun, 2017). This includes reading the privacy policy carefully, using strong passwords, and being careful about sharing sensitive information. With 30% of data breach cases potentially leading to legal disputes, it's clear that this aspect will be a major focus in e-commerce litigation in the future. The courts will be faced with the challenge of balancing the principles of

traditional contract law with the new realities of the digital economy. Court decisions in these cases will set an important precedent that will influence how data-related defaults are interpreted and handled in the future. Price and Stock Volatility

A unique characteristic of e-commerce that deserves special attention is the high volatility in product prices and stocks(Khosrow-Pour, 2007). The dynamic pricing system and real-time inventory management implemented by the e-commerce platform allow for price changes or product availability in seconds. This can create a situation where there is a discrepancy between the information that consumers see when ordering and the actual conditions when the order is confirmed.

A study conducted on 1000 cases of order cancellation in Indonesia's five largest marketplaces during 2020-2021 revealed a worrying fact. As many as 37% of the cancellation cases were caused by price or stock changes that occurred after consumers placed an order. This phenomenon has the potential to create a perception of default in the eyes of consumers, which can negatively impact their trust and loyalty to e-commerce platforms.

This volatility creates a major challenge for e-commerce players in managing consumer expectations and maintaining customer satisfaction(Dreier, 2006). On the one hand, dynamic pricing systems and real-time inventory management allow sellers to optimize sales and profits. But on the other hand, sudden changes can disappoint consumers who have been hoping to get a product at a certain price or availability. This requires e-commerce platforms to develop strategies that can balance operational efficiency with a consistent and satisfying shopping experience for consumers.

The "instant" culture in e-commerce has changed the paradigm of transactions and delivery, creating extremely high expectations for the speed of service. In this digital era, consumers demand a fast and efficient process, from ordering to receiving goods. Delays that might have been considered reasonable in conventional transactions can now be considered a default in an online context.

A consumer satisfaction survey conducted by the Indonesian E-Commerce Association (idEA) in 2021 on 10,000 e-commerce users provides interesting insights into consumer expectations(Hariani et al., 2020). The survey results showed that 72% of respondents considered a delay in delivery of more than two days from the estimate to be a form of default. This reflects the high standards set by consumers in terms of delivery timeliness.

However, it should be noted that shipping delays are often beyond the seller's direct control. Factors such as weather conditions, traffic jams, or logistical issues can affect the

delivery time. Nonetheless, consumers tend to ignore these external factors and still demand strict punctuality.

This phenomenon creates a big challenge for e-commerce players to meet increasingly high consumer expectations. Sellers and e-commerce platforms need to develop effective strategies to manage customer expectations, improve logistics efficiency, and ensure transparent communication regarding shipment status. Thus, they can maintain customer satisfaction and build trust in an increasingly competitive e-commerce environment.

The cross-border nature of e-commerce creates complexity in jurisdictions and regulations. Transactions between sellers and buyers in different countries often lead to confusion about the laws that apply when a dispute occurs. A case study of 50 international e-commerce disputes involving Indonesian consumers in 2019-2021 revealed that 64% of cases faced difficulties in determining jurisdiction and applicable law, impacting the interpretation of default. This complexity arises due to differences in legal systems between countries, unclear physical locations of transactions, and limitations in cross-border law enforcement (Adamyk & Poritska, 2021). This can result in legal uncertainty for consumers and business actors, as well as hinder effective dispute resolution.

Key challenges include the determination of the competent courts, the laws applied, and the enforcement mechanisms of the judgment (Lebedev, 2020). These ambiguities can affect the protection of consumer rights, the obligations of the seller, and the interpretation of electronic contracts. To address this problem, it is necessary to harmonize international law, bilateral or multilateral agreements between countries, and develop effective online dispute resolution mechanisms. Increasing digital and legal literacy for consumers and business actors is also important to minimize potential disputes and increase legal certainty in cross-border e-commerce transactions.

The phenomenon of default in e-commerce is increasingly complex with the existence of technical factors that play a significant role (Kasap, 2019). System failures, platform errors, and connectivity problems are the main causes of defaults in online transactions. An analysis of 500 consumer complaints on social media related to failed transactions at three major online sales events (11.11, 12.12, and Harbolnas) in 2020-2021 provides a clear picture of the magnitude of the impact of these technical problems.

The finding that 41% of cases were caused by technical issues with the payment platform or system shows the urgency to understand and address these issues. This fairly high figure indicates that the digital infrastructure that supports e-commerce still needs

significant improvement. It also raises crucial questions about the boundary between force majeure and default in the digital context. In conventional law, force majeure generally refers to events beyond human control such as natural disasters. However, in the digital age, this definition has become more vague. Can a system failure caused by an unexpected spike in traffic be categorized as force majeure? Or should it be considered a default because e-commerce platforms are supposed to have adequate capacity?

This problem is even more complicated considering the nature of e-commerce transactions that involve various parties, including platforms, sellers, buyers, and payment service providers(Barbić, 2024). When a technical failure occurs, legal liability becomes unclear and can lead to complex disputes. Therefore, an in-depth legal study is needed to clarify the boundary between force majeure and default in the context of e-commerce. More specific and up-to-date regulations are needed to accommodate the complexity of digital transactions and provide legal certainty for all parties involved. The identification of these unique factors suggests that the concept of default in e-commerce needs to be understood in a broader and dynamic context. The reconstruction of the concept of default must take into account this complexity to create a legal framework that is more adaptive and responsive to the reality of digital transactions.

### **A New Conceptual Framework: Reconstruction of Defaults in the Context of E-Commerce**

Defaults in the context of e-commerce have more complex dimensions than conventional transactions(Qin et al., 2014). In addition to common factors such as delivery delays or product mismatches, online transactions are also susceptible to various technical issues that can disrupt the transaction process. An analysis of 500 consumer complaints on social media related to failed transactions at three major online sales events (11.11, 12.12, and Harbolnas) in 2020-2021 provides a clear picture of this complexity. The finding that 41% of cases are caused by technical problems on the platform or payment system shows how significant the technological factor is in determining the success or failure of an e-commerce transaction.

The technical issues in question can include various aspects, ranging from system failures that cause orders to not be processed, errors on the platform that result in inaccurate product or price information, to connectivity issues that hinder the payment process or order confirmation(Aldieka, 2021). In the context of major sales events such as 11.11, 12.12, and Harbolnas, where transaction volumes increase significantly in a short period of time, the risk of technical issues is also higher. This raises crucial questions about the boundary between force majeure and default in the digital environment.

The concept of force majeure, which traditionally refers to events beyond human control such as natural disasters, needs to be reviewed in the context of e-commerce (Schmid, 2016). Can a system failure caused by an unexpected spike in traffic be categorized as force majeure? Or should e-commerce platform providers have anticipated these possibilities and prepared adequate infrastructure? These questions are becoming increasingly relevant given consumers' high expectations for the reliability and speed of online transactions.

On the other hand, the concept of default in e-commerce also needs to be expanded to include the obligations of platform providers in guaranteeing the security and reliability of their systems (Zheng et al., 2009). When an e-commerce platform fails to process orders or payments due to technical issues, can this be considered a form of default? What about cases where the product information displayed is inaccurate due to a system error? These considerations show that the definition of default in e-commerce needs to include not only obligations related to products and delivery, but also obligations to provide a stable and reliable platform.

Furthermore, the analysis of consumer complaints also reveals that technical issues often impact other aspects of transactions. For example, a failure of the payment system can lead to delays in order processing, which in turn can result in delivery delays. In cases like this, the line between a technical malpractice and a default in the traditional sense becomes blurred. This requires a more holistic approach in assessing the responsibilities of parties involved in e-commerce transactions. It's also worth considering that in the digital environment, the concept of "time" has different meanings. E-commerce consumers generally expect an instant or at least very fast process. Delays that in the context of conventional transactions may be considered reasonable, may be considered a default in e-commerce. Therefore, the standards for determining what is considered a reasonable delay need to be adjusted to the expectations and norms that apply in online transactions.

In addition, technical issues in e-commerce often have a broader impact than problems in conventional transactions (Baršauskas et al., 2008). A system error can not only affect a single transaction, but potentially affect thousands or even millions of transactions simultaneously. This raises the question of how to determine responsibility and compensation on such a large scale. Can the same approach be applied to individual cases and mass cases? How can the principle of proportionality be applied in this context?

Another aspect to consider is the role of third parties in e-commerce transactions (Lonn et al., 2002). Unlike conventional transactions that generally only involve sellers and buyers, e-commerce often involves third parties such as platform providers, payment service providers, or logistics service providers. When technical issues occur, it is often difficult

to determine which party is actually responsible(Zhou et al., 2011). Is the responsibility entirely on the platform provider, or is there a division of responsibility between the various parties involved? Clarity in this regard is crucial to determining who should be held liable when a default occurs due to technical issues.

Furthermore, technological developments such as artificial intelligence (AI) and machine learning in e-commerce add a new layer of complexity in understanding defaults. When a decision or action that causes a default is taken by an AI system, who is supposed to be responsible? Is it the system developer, the platform owner, or another entity? These questions point to the need for updates in the legal and regulatory framework to accommodate the ever-evolving realities of technology.

In this context, a more nuanced approach is needed in assessing and handling cases of default in e-commerce. This approach should consider not only the technical aspects of the problem at hand, but also broader contexts such as consumer expectations, industry standards, and current technological capabilities. For example, in assessing whether a system failure can be categorized as force majeure or a default, it is necessary to consider factors such as the extent to which the platform provider has taken reasonable precautionary measures, how they respond to problems when they occur, and whether the failure is completely beyond reasonable prediction.

In addition, given the global nature of e-commerce, the harmonization of regulations between countries is also becoming increasingly important(Primo Braga, 2007). Differences in the interpretation and handling of defaults between different jurisdictions can create legal uncertainty and hinder the development of cross-border e-commerce(Moha et al., 2023). Therefore, efforts are needed to develop internationally acceptable general standards and principles in handling cases of default in e-commerce, especially those related to technical issues(Simanjuntak, 2019).

## conclusion

The concept of default in e-commerce has a more complex dimension than conventional transactions. In addition to common factors such as shipping delays or product mismatches, online transactions are also prone to various technical issues that can disrupt the transaction process. A more nuanced approach is needed in assessing and handling default cases, taking into account technical aspects, consumer expectations, industry standards, and current technological capabilities. The line between force majeure and default has become blurred in the digital context. System failures due to traffic spikes or other technical problems raise the question of whether they can be categorized as force majeure or default. An in-depth legal study is needed to clarify this boundary and

provide legal certainty for all parties. The concept of default in e-commerce needs to be expanded to include the platform provider's obligation to ensure the security and reliability of the system. The definition of default should include not only product-related and delivery-related liabilities, but also the obligation to provide a stable and reliable platform. A holistic approach is needed in assessing the responsibility of the parties involved in e-commerce transactions.

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