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Legal Position of Child Consumers Regarding the Validity of Electronic Contracts Based on Click-Wrap Agreements on Digital Platforms

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Abstract

The rapid development of digital business services in Indonesia has driven economic growth, although it has raised various legal challenges, particularly concerning business actors' compliance with the law and consumer protection. Despite the adoption of digital platforms, consumers continue to face rights violations such as non-disclosure of product information, unfair contract clauses, and weak accountability by businesses. These issues highlight a gap in the regulations which has resulted in insufficient compliance. This study aims to evaluate the level of legal compliance of business actors in digital services and propose a model to strengthen compliance in a way that promotes consumer protection. Through normative legal research and a statutory and conceptual approach, the study finds that insufficient compliance is due to a combination of regulatory deficiencies, weak enforcement, limited awareness among businesses, and low consumer legal literacy. As a solution, this research introduces an integrative compliance strengthening model incorporating preventive, repressive, and collaborative approaches. The proposed model seeks to enhance consumer protection and ensure legal certainty within the digital business environment in Indonesia. The uniqueness of this research lies in the development of a compliance model that not only adheres to normative principles but also takes into account the dynamics of digital business practices and the roles of various stakeholders.

1. Introduction

The participation of children in digital transactions has emerged as one of the most pressing legal issues in Indonesia's rapidly evolving digital economy. This issue is particularly significant at the present time because nearly half of Indonesia's internet users are children under 18 years old, creating unprecedented exposure to electronic contracts through click-wrap agreements. According to data from the Ministry of Communication and Digital (Kemkominfo), 48 percent or approximately 110 million internet users in Indonesia are aged under 18 years. This demographic reality means that almost half of all digital transactions potentially involve minors who lack full legal capacity under the Indonesian Civil Code (KUHPerdata), raising fundamental questions about contract validity and child protection.[1]

The legal problem stems from the tension between technological advancement and traditional contract law principles. Children's participation in digital transactions constitutes a legal problem because click-wrap agreements require legal capacity that minors inherently lack. Article 1320 of the KUHPerdata stipulates that agreement validity requires legal capacity

[1] Hellen S De Lima, Jupryanto Purba, and Diana Napitupulu, "Analisis Hukum Kontrak Dalam Sistem Hukum Indonesia : Perlindungan , Wanprestasi , Dan Tantangan Era Digital" 11, no. 71 (2025): 190–204, https://doi.org/https://doi.org/10.31599/sasana.v11i1.3966.

from parties involved, creating a normative conflict when children execute electronic contracts through mere clicks. This is not merely a technological or contractual development but a fundamental legal tension between the validity of electronic contracts, the requirement of contractual capacity, consumer protection principles, and child protection obligations.[2]

Empirical data reveals the urgency of this research problem. Data on online game usage shows that 46.2 percent of children and adolescents aged 0 to 18 years experience game online addiction, according to BPS 2023. Research indicates that 54.1 percent of adolescents aged 15-18 years experience game online addiction, with 77.5 percent being male and 22.5 percent female, using 2-10 hours per week for online gaming. Approximately 35 percent of Indonesian children play online games for more than five hours daily during school holidays, a significant increase from the previous year. These statistics demonstrate massive child engagement with digital platforms that require contractual acceptance through click-wrap mechanisms.[3]

The volume of digital purchases involving children further underscores the practical relevance of this study. We Are Social reports that 67 percent of internet users in Indonesia routinely purchase digital content in QII 2025, with in-app purchases accounting for 7.6 percent of all digital content purchases. GoodStats data shows that 8 percent of Indonesian internet users pay for in-app purchases, 7.9 percent for software packages, and 6.9 percent for premium website services. These transactions typically require click-wrap agreement acceptance, meaning children are routinely entering electronic contracts without adequate legal protection or parental consent mechanisms.[4]

Transaction data through digital platforms reveals the scale of child participation in electronic commerce. Indonesian youth record a global achievement as the highest mobile internet users worldwide, with 98.7 percent of 16-year-olds accessing internet through mobile phones—the highest percentage globally. Since 63 percent of Indonesian society accesses internet through mobile phones, children represent a substantial portion of digital platform users conducting transactions through click-wrap agreements. The government's March 28, 2026 policy restricting social media access for children under 16 years acknowledges that platforms like YouTube, TikTok, Facebook, Instagram, and Roblox involve significant contractual interactions.[5]

The normative conflict emerges from the intersection of four legal frameworks that create uncertainty. First, Law Number 11 of 2008 concerning Electronic Information and Transactions (Law No. 11/2008) recognizes the validity of electronic contracts in general,

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[2] Marlinah Rohan Manatanael Panjaitan, Uswatun Hasanah, "View of Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Digital Dalam Kegiatan Bisnis (Studi Kasus Di Idola Bencoolen).Pdf" (Journal of Innovative and Creativity, 2025), https://joecy.org/index.php/joecy/article/view/2603/2248.

[3] Rayi Kharisma Rajib Javandalas Nanda Yasser Fatahillah, Agil Sabani, Ramanda Faik Hilmi Najib, "Analisis Hukum Keabsahan Kontrak Elektronik Sebagai Salah Satu Bentuk Kesepakatan Transaksi Elektronik Berdasarkan Perundang-Undangan Di Indonesia Pembahasan Tentang Keabsahan Kontrak Elektronik . Masyarakat Kini Cenderung Menggunakan Yang Meniadakan Bata" 2, no. September (2025), https://doi.org/DOI: https://doi.org/10.62383/amandemen.v2i4.1414.

[4] Irene Puteri et al., "Elektronik Dalam Bisnis Digital : Analisis Komparatif Dan Implikasi Hukum" 4, no. April (2024): 148–56, https://doi.org/https://doi.org/10.31933/ejpp.v4i1.

[5] "Submission to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts," n.d., https://digitalrightswatch.org.au/wp-content/uploads/2024/06/DRW-Submission-Online-Safety-Act-Review-June-2024.pdf.

without specific provisions for children. Second, Article 1320 KUHPerdata requires legal capacity that children inherently lack. Third, Law Number 8 of 1999 concerning Consumer Protection (Law No. 8/1999) places consumers in a weaker position and entitles them to legal protection from unfair practices, principles that become critical when the transaction involves minors. Fourth, Law Number 35 of 2014 concerning Amendments to Law Number 23 of 2002 concerning Child Protection (Law No. 35/2014) emphasizes the best interests of the child principle, requiring that every legal action involving children prioritize their welfare. These frameworks create contradictory obligations: Law No. 11/2008 validates electronic contracts, while KUHPerdata and Law No. 35/2014 potentially invalidate contracts involving minors.[6]

The tension becomes more pronounced when considering the bonum commune approach in law, which asserts that law must serve the common good and protect vulnerable parties. If law focuses solely on formal proof of digital contracts without considering substantive impact on children, the purpose of law as an instrument of social justice will be neglected. Contract validity based solely on a click without age verification and parental consent may conflict with the best interests of the child principle, creating jurisprudential uncertainty in dispute resolution where courts lack clear precedents for child subjects in digital activities.[7]

International legal studies reinforce the universality of child consumer protection principles in the digital era. The EU's GDPR Article 8 requires specific age limits for consent to personal data processing, creating fragmented standards across member states. The UK's Age Appropriate Design Code (AADC) adopts the most comprehensive approach with 15 legally binding design standards, including child-centered design. Australia's Online Safety Act 2021 employs a restrictive 16-year threshold for social media with the burden of proof on platforms. The US COPPA establishes a 13-year threshold with stringent verifiable parental consent requirements. These international frameworks demonstrate that child protection in digital contracts transcends domestic legal norms, creating comparative obligations for Indonesia.[8]

Indonesia currently lacks a comprehensive regulatory framework for children's contractual participation in electronic transactions. Although Government Regulation No. 17 of 2025 (GR No. 17/2025) mandates age verification and high default privacy settings, and Minister of Communication and Digital Regulation No. 9 of 2026 requires parental consent, these regulations focus on age verification and privacy rather than digital contracts explicitly. There is no clearly defined technical standard for age verification like COPPA, no specification of parental authorization verification methods like GDPR, and no child-centered design standards like AADC's 15 standards. Legal protection remains fragmented across multiple statutes without an integrated regulatory regime comparable to international frameworks.[9]

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[6] Atef Fahrudin, "Constructing ' the Best Interests of the Child ' in Digital Space Governance : A Critical Discourse Analysis of Government Regulation No . 17 of 2025," no. 1 (2026): 1–16.

[7] Fariaman Laia Hasaziduhu Möhö, "Kajian Kontrak Dalam Perspektif Filsafat Hukum," *Jurnal Panah Keadilan* 1, no. 1 (2022): 12–23, https://doi.org/https://doi.org/10.57094/jpk.v1i1.442.

[8] Mayer Brown, "Little Users, Big Rules: Tracking Children's Privacy Legislation," n.d., https://www.mayerbrown.com/en/insights/publications/2026/01/little-users-big-rules-tracking-childrens-privacy-legislation.

[9] Tanya Richardson, "Navigating the Children ' s Data Privacy Landscape," 2024.

The regulatory authority overlap between the Ministry of Communication and Digital, the Indonesian Child Protection Commission (KPAI), and Electronic System Providers risks conflict, unlike centralized single regulators in other countries. The scale of sanctions in Indonesia is also disproportionate for big tech because there is no fine based on percentage of global turnover like GDPR's 4% or AADC's £17.5 million. This regulatory gap means Indonesia has yet to establish an equivalent framework integrating children's contract validity, legal capacity, parental consent for electronic transactions, and platform obligations for age-gating in the contracting context.[10]

The academic and legal concern regarding click-wrap agreements has intensified because these agreements are often classified as standard form contracts where clauses are unilaterally determined by business actors, leaving no room for consumer negotiation. Literature indicates that standard form contracts frequently create bargaining power imbalances between service providers and consumers, which is even more pronounced when consumers are minors, rendering substantive fairness highly questionable. Click-wrap contracts executed by children may not meet the standard of true intent in contract law philosophy, as clicks can occur without substantial understanding, demonstrating that digital evidence cannot substitute for genuine free will.

Transparency of information is a primary prerequisite that must be ensured, yet click-wrap contract terms are often drafted in complex legal language difficult for adults—let alone children—to understand. This inability to comprehend contracts raises questions about consent validity, as such consent may not be based on adequate understanding. Consumer protection approaches emphasize both procedural and substantive justice principles, meaning contracts must be fair not only in content but also in formation process. Click-wrap agreements ignoring children's legal capacity in consent processes can be deemed defective both procedurally and substantively under contract law.[11]

Novelty and Original Contribution: Unlike previous studies that focus separately on electronic transactions, child protection, or Islamic legal perspectives, this article develops a normative framework that reconciles contract validity, consumer protection, and the constitutional principle of the best interests of the child through a bonum commune approach. This study's original contribution lies in integrating three legal concepts—duty of care, negligence, and consumer protection liability—into a comprehensive accountability framework specifically for children in digital contracts. Previous research has examined electronic contracts doctrinally or child protection broadly, but this article uniquely bridges the gap by proposing actionable legal solutions including robust age verification mechanisms, demonstrable parental consent requirements, and child-friendly contractual terms. The study advances legal scholarship by moving beyond descriptive analysis to develop implementable protection mechanisms that harmonize Law No. 11/2008, Law No. 35/2014, Law No. 8/1999,

[10] "Indonesia Launches Strict New Digital Protections for Minors," The Legal Wire, n.d., https://thelegalwire.ai/indonesia-launches-strict-new-digital-protections-for-minors/.
[11] Muhammad Maksum Maysa Madihah, "Kontrak Transaksi Elektronik Anak Di Bawah Umur Dalam Game Online: Perspektif Hukum Syariah Ahliyyah Al-Ada," *Al-Ijtihad Jurnal Pemikiran Dan Hukum Islam* 11, no. 1 (2025): 78–99, https//e-jurnal.stisbima.ac.id.

and GR No. 17/2025 into a coherent regulatory regime comparable to COPPA, GDPR Article 8, AADC, and Australia's Online Safety Act.

The integration of these concepts renders analysis more robust by not merely describing problems but delivering actionable legal solutions: platforms must establish clear age verification standards, implement adequate parental consent mechanisms, draft child-friendly contracts with plain language and layered disclosure, and bear full responsibility when failing to meet obligations and causing harm to children. Without these practical implementation mechanisms, legal protection for children in online contracts remains fragmented and less sophisticated compared to comparable international frameworks, creating urgent need for the normative framework this article proposes.

The objectives of this research are: (1) To elucidate the legal position of child consumers within the framework of contract law and consumer protection related to electronic contracts based on click-wrap agreements; (2) To analyze the validity of digital contracts involving children based on applicable regulations in Indonesia; (3) To formulate effective legal protection mechanisms to safeguard the best interests of the child in digital transactions; and (4) To provide policy recommendations for harmonizing the principle of bonum commune with the dynamics of the digitalization era.

2. Methods

The primary approach is a statutory approach to unpack regulations on click-wrap electronic contracts as a form of electronic agreement, complemented by a conceptual approach to the principle of child consumer justice and a case approach to relevant court decisions.[12] This approach is descriptive-analytical, depicting the legal position of children as incompetent consumers and analyzing the implications for the validity of contracts on digital platforms. Qualitative analysis is applied to assess the normative gaps with click-wrap practices that often shift responsibilities without age verification.[13]

Primary data includes legislation such as KUHPerdata, Law No. 8/1999, Law No. 11/2008 along with its amendments, and the Government Regulation on Personal Data Protection in Electronic Systems (PP PMSE), as well as court decisions related to child contracts. Secondary data encompasses legal literature, scientific journals on click-wrap agreements, and doctrines on child consumer protection in e-commerce. Data collection is conducted through library research using inventory, grouping, and systematic interpretation techniques.[14]

The data collection technique employs library research from relevant primary and secondary sources, selected based on currency and relevance to the topic. Data analysis is qualitative through legal interpretation (grammatical, systematic, historical, and teleological) to conclude on contract validity and recommendations for strengthening age verification by Electronic System Operators (PSE) toward children.

[12] Peter Mahmud Marzuki, Penelitian Hukum, cet. ke-12 (Jakarta: Kencana, 2021).
[13] Moh. NAZIR and Risman Sikumbang, Metode Penelitian (Bogor Ghalia Indonesia 2014, n.d.).
[14] Irwansyah & Ahmad Yunus, *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel* (Yogyakarta: Mirra Buana Media, 2020).

3. Results and Discussion

3.1. The Legal Position of Child Consumers in Click-Wrap Agreements

Click-wrap agreement-based electronic contracts represent a type of agreement that is generally recognized as valid when the user demonstrates consent by clicking a button or digital feature indicating acceptance of the terms and conditions set by the digital service provider. In modern contract law literature, click-wrap agreements are classified as legally valid standard form contracts provided they meet the elements of free, clear, and digitally verifiable consent. This practice is widely applied in transactions on e-commerce platforms, service applications, and digital content services, where each transaction requires users to agree to the pre-established terms. However, from a civil law perspective, questions arise regarding the extent to which true free will is genuinely present, given that many users simply click without actually reading or understanding the offered terms.[15]

Based on Bernhard Windscheid's Will Theory, which posits that contract validity is grounded in genuine intention (wirklicher Wille) and autonomous will of the contracting parties, the act of clicking the "I Agree" button in click-wrap agreements is theoretically more a form of constructive consent than genuine wirklicher Wille. This is because 79-92% of users do not read the terms and conditions before clicking, spending less than 15 seconds on contracts containing 20,000-50,000 words, thus lacking genuine internal intention. Furthermore, dark patterns in platform design reduce deliberative freedom and autonomy, while standardized and instantaneous acceptance does not permit meaningful deliberation, creating a presumption of consent that is constructive rather than wirklicher.[16]

From Windscheid's Will Theory perspective, click-wrap agreements do not meet substantive contract validity criteria due to the absence of wirklicher Wille, non-free will, and validity that is merely formal (constructive consent) without substantive alignment between internal intention and external manifestation. In the context of children, contract invalidity is stronger because Article 1320 of KUHPerdata requires legal capacity that children lack, and Will Theory emphasizes that without capacity there is no genuine intention. Therefore, legal protection for children in digital contracts must prioritize genuine intention over formality of click, implementing the bonum commune principle that protects vulnerable parties from contractual exploitation.[17]

Based on the analysis of subjective-objective requirements under Article 1320 of KUHPerdata, click-wrap agreements concluded by children should be characterized as voidable contracts, not contracts that are automatically invalid (void ab initio). Since only the subjective requirement (legal capacity) is not satisfied, while the objective requirements

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[15] Nabilah Luthfiyah Chusnida, "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen," *PROGRESIF: Jurnal Hukum* 17, no. 2 (2023): 180–204, https://doi.org/10.33019/progresif.v17i2.4368.

[16] Lima, Purba, and Napitupulu, "Analisis Hukum Kontrak Dalam Sistem Hukum Indonesia : Perlindungan , Wanprestasi , Dan Tantangan Era Digital."

[17] Javandalas Nanda Yasser Fatahillah, Agil Sabani, Ramanda Faik Hilmi Najib, "Analisis Hukum Keabsahan Kontrak Elektronik Sebagai Salah Satu Bentuk Kesepakatan Transaksi Elektronik Berdasarkan Perundang-Undangan Di Indonesia Pembahasan Tentang Keabsahan Kontrak Elektronik . Masyarakat Kini Cenderung Menggunakan Yang Meniadakan Bata."

(specific object, lawful cause) are typically met, the contract remains valid until annulled by the child or guardian.

This legal implication is important for child protection because it provides flexible options: children can maintain the contract if beneficial, or annul it if detrimental. However, the voidable status also requires proactive protection from platforms to prevent voidable contracts through age verification and parental consent, implementing the bonum commune principle that protects vulnerable parties from contractual exploitation. Therefore, if a minor engages in a transaction via a click-wrap agreement, the legal validity of such a contract is rightfully questionable due to limitations in legal capacity. In the digital world, there is often no effective mechanism to ensure that the user involved in the transaction is an adult, allowing minors to easily become bound by electronic contracts with legal consequences.[18]

Law No. 8/1999 positions consumers in a weaker stance and entitles them to legal protection from unfair or detrimental business practices. However, this regulation does not explicitly address situations where the consumer involved is a minor. This regulatory gap is not merely a legal vacuum, but rather a normative conflict between competing statutory regimes: KUHPerdata, which requires legal capacity as a prerequisite for a valid contract, conflicts with Law No. 11/2008, which recognizes the broad validity of electronic contracts; Law No. 8/1999, which guarantees consumer rights, intersects with Law No. 35/2014, which prioritizes the best interests of the child as a paramount consideration. This normative conflict becomes evident when the broad recognition of electronic contract validity under Law No. 11/2008 clashes with the child protection regime because users' identities and ages are not adequately verified. In such circumstances, electronic platforms may facilitate the formation of contracts with minors while simultaneously failing to ensure the level of protection required under child protection principles, demonstrating that the consumer protection system has not fully responded to the characteristics of child consumers, which include limitations in understanding and capacity to make rational decisions in digital transactions. Characterizing the problem as a normative conflict, rather than a legal vacuum, offers a more robust doctrinal basis for legal interpretation and regulatory reform because it highlights the tension between contractual certainty and digital commerce on one hand, and the protection of vulnerable parties—particularly children—on the other.[19]

Juridical analysis of click-wrap contracts indicates that while such contracts may be technically valid and possess legal force, the substance of justice and balance for both parties is not always achieved. This becomes even more problematic when the clicking party is a child, as the resulting agreement can lead to unforeseen losses that cannot be reviewed post-facto.[20]

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[18] Dikha Anugrah Susi Sopiani, Vika Nur Senda, Mochamad Fajar Muzzamil, "Implikasi Hukum Ketidakterpenuhan Syarat Subjektif Dalam Pasal 1320 Kitab Undang-Undang Hukum Perdata Terhadap Keabsahan Perjanjian," *Fakultas Hukum Universitas Kuningan* 1, no. 2 (2024): 104–15, https://doi.org/https://doi.org/10.25134/letterlijk.v1i2.109.

[19] Ariawan Ariawan, "Regulatory Barriers to Consumer Protection in Digital Marketplaces," *Journal of Human Rights, Culture and Legal System* 5, no. 3 (December 1, 2025): 806–32, https://doi.org/10.53955/jhcls.v5i3.782.

[20] Hulman dkk Panjaitan, "Strengthening Consumer Protection In Digital Transactions: A Legal Perspective On Click-Wrap Agreements Under The Consumer Protection Law," *Jurnal Hukum Unissula* 41, no. 3 (2025): 666–93, https://doi.org/DOI : 10.26532/jh.v41i3.47262.Panjaitan.; Chusnida, "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen."

Therefore, it is essential to conduct legal studies that consider not only the formal aspects of contracts but also substantive justice principles.

International studies show that many jurisdictions face challenges in addressing digital contracts, particularly those in the form of standard form contracts like click-wrap. In the European Union, for example, consumer protection regulations require digital contracts to be clear, fair, and free from provisions that unduly burden consumers without due consideration. This includes protections for children against consents that are incomprehensible or inconsistent with legal principles.[21] Indonesia's legal framework also recognizes electronic contracts under Law No. 11/2008, which states that electronic contracts have the same legal force as conventional written contracts. Nevertheless, this norm does not absolve business actors from the responsibility to ensure that the consenting party has adequate legal capacity, especially when the subject involved is a child.

From a child protection perspective, as stipulated in Law No. 35/2014, every action involving children must be based on the principle of the best interests of the child. Digital transactions conducted through click-wrap agreements without adequate age verification mechanisms potentially conflict with this principle, as children can easily become bound by agreements lacking oversight from parents or legal guardians. The theory of *bonum commune* (common good) in law emphasizes that the law must serve to protect collective welfare and prevent the abuse of power by more dominant parties in a legal relationship. Electronic contracts that place child consumers in a weaker position demand the strengthening of this principle, where the state and policymakers must consider the characteristics of child consumers as part of the public interest that must be protected.[22]

Field practices show that age verification on digital platforms to restrict children's access to legal transactions remains partial and inconsistent. Many applications and digital platforms do not effectively require proof of age, allowing children to easily agree to terms of use and conduct transactions without clear restrictions. This ineffectiveness opens opportunities for unfair contracts that risk harming children as consumers.[23] From the perspective of personal data protection and privacy, digital contracts involving children have the potential to cause exploitation of children's personal data, as they lack adequate understanding. The regulation in Article 8 of the GDPR in Europe establishes specific safeguards for the processing of children's personal data in relation to information society services, including a default age threshold of 16 years that can be lowered to 13 years by Member States through national legislation. The GDPR also establishes a parental consent mechanism, whereby the processing

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[21] Souad Ahmed Admiral Admiral, Ridwan Arifin, Fadhel Arjuna Adinda and Ezzerouali, "Unfair Terms in Standard Digital Contracts: A Hidden Threat to Human Rights and Consumer Justice," Yustisia Jurnal Hukum 14, no. 3 (2025): 312–40, https://doi.org/10.20961/yustisia. v14i3.109656.

[22] Geofani Milthree Saragih, "Bonum Commune Dan Kebebasan Berpendapat: Perspektif Filosofis Dan Implementasi Dalam Masyarakat Demokratis," 2024, https://www.milthreelaw.id/2024/12/bonum-commune-dan-kebebasan-berpendapat.html.

[23] Susilowati Suparto and Muhammad Rifqi Rafi Drajat, "Penguatan Perlindungan Hukum Konsumen Anak Sebagai Pengguna Teknologi Informasi Di Era Digital," *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan* 7, no. 2 (2024): 256–70, https://doi.org/https://doi.org/10.23920/acta.v7i2.1707.; Admiral Admiral, Ridwan Arifin, Fadhel Arjuna Adinda and Ezzerouali, "Unfair Terms in Standard Digital Contracts: A Hidden Threat to Human Rights and Consumer Justice."

of a child's personal data is lawful only if consent is given or authorized by the holder of parental responsibility and reasonable efforts are made to verify such consent.

However, Indonesia's Law Number 27 of 2022 concerning Personal Data Protection (Law No. 27/2022), although recognizing the need for parental consent regarding children's personal data, has not established an age-verification and parental-consent framework that is comprehensive and operationalized like the GDPR. The Indonesian regime lacks detailed regulatory standards concerning age thresholds, verification procedures, platform obligations, and compliance mechanisms designed to ensure effective protection of minors in digital environments. Doctrinal studies indicate that free will, which forms the basis of the validity of agreements, cannot be substantially fulfilled in click-wrap agreements made by children, as free will requires sufficient understanding of the rights and obligations arising after consent—a condition that children often lack, as they merely click without reading the terms and conditions in detail.[24]

Legal protection for child consumers in digital contracts is also closely related to the responsibility of digital platforms to provide clear and easily understandable information. The principles of transparency and clarity of information form the core of consumer protection; however, in practice, terms and conditions are often drafted in rigid and lengthy language, making it difficult for anyone—especially children—to comprehend them. This highlights the need for higher legal standards in drafting digital contracts. International norms governing children's rights in the Convention on the Rights of the Child urge states to protect children from economic exploitation and practices harmful to their development. Although Indonesia has ratified the convention, specific implementation regarding digital contracts involving children is still not clearly visible in domestic regulations, indicating a legal gap that needs to be promptly filled with more explicit rules on child protection in digital transactions.[25]

This gap is not merely a legal vacuum, but rather a normative conflict between Law No. 11/2008, which recognizes the broad validity of electronic contracts, and the Child Protection Law, which prioritizes the best interests of the child. The broad recognition of electronic contract validity under Law No. 11/2008 clashes with the child protection regime when identities and ages are not adequately verified, enabling platforms to facilitate contracts with children while simultaneously failing to ensure the level of protection required under child protection principles.

The multinational consumer law perspective emphasizes that child consumer protection must include legal education and empowerment so that children can understand the risks arising from digital transactions. This legal education is expected to reduce losses due to poorly understood contract clicks. In the context of click-wrap agreements, such education covers understanding common clauses, such as cancellation clauses, data privacy, and hidden fees.[26] Comparative studies show that several countries have implemented specific rules

[24] Lima, Purba, and Napitupulu, "Analisis Hukum Kontrak Dalam Sistem Hukum Indonesia : Perlindungan , Wanprestasi , Dan Tantangan Era Digital."
[25] Rohan Manatanael Panjaitan, Uswatun Hasanah, "View of Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Digital Dalam Kegiatan Bisnis (Studi Kasus Di Idola Bencoolen).Pdf."
[26] Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen,"

governing digital contracts involving children. For example, some Western jurisdictions require strict age verification or parental consent for legally binding contracts. Indonesia can learn from this approach to strengthen legal protection for child consumers in digital transactions by making changes or additions to Law No. 8/1999.

3.2. Legal Protection for Child Click-Wrap Agreements Under the Best Interests of the Child Principle

The validity of electronic contracts based on click-wrap agreements has become a complex legal issue in the current digital context, as it involves two crucial aspects: the formality of consent and substantive legal fairness. In digital transactions, consent given merely through a click is often regarded as a legally binding manifestation of the parties' will.[27] However, in reality, this requires in-depth analysis of how contract law views such a click, particularly if performed by a minor who lacks legal capacity under the provisions of KUHPerdata. In this context, click-wrap agreements raise a dilemma between the principle of freedom of contract and the protection of weaker parties, such as minors. Article 1320 of the KUHPerdata stipulates that the validity of an agreement requires legal capacity from the parties involved. This raises a question: can a click performed by a minor be considered legally valid consent? In the tradition of contract law, consent must stem from free and conscious will, a requirement that is difficult to meet in a digital context, especially for minors.

Technological advancements that facilitate ease in digital transactions must not overlook fundamental principles of contract law. A click-wrap system that is overly formalistic without considering the acting capacity of child consumers can result in contracts that are substantively flawed, even if digitally provable.[28] This demonstrates that technology should not serve as a justification for ignoring core contract law principles, such as the parties' legal capacity. From a consumer protection perspective, Law No. 8/1999 positions consumers in a weaker position and entitles them to legal protection from unfair or detrimental business practices. This principle becomes even more critical when the transaction subject is a minor, given their limitations in understanding and experience. Therefore, contracts involving minors without adequate protection mechanisms must be critically analyzed.

Click-wrap agreements are often classified as standard form contracts, where clauses are unilaterally determined by the business actor, leaving no room for negotiation by the consumer. Much literature indicates that standard form contracts frequently create imbalances in bargaining power between service providers and consumers. This imbalance is even more pronounced when the consumer is a minor, rendering the substantive fairness of such contracts highly questionable.[29] International legal studies reinforce the importance of special

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INNOVATIVE: Journal Of Social Science Research 5, no. 2 (2025): 3654–76, https://doi.org/https://doi.org/10.31004/innovative.v5i2.18721.

[27] Maria et al., "Keabsahan Perjanjian Digital Berbasis Klik (Clickwrap Agreement) Dalam Perspektif Hukum Perdata Indonesia The Validity of Clickwrap Agreements from the Perspective of Indonesian Civil Law."

[28] I Gede Arta, Ratna Artha Windari, and Komang Febrinayanti Dantes, "Pengaturan Clickwrap Agreement Dalam Sistem Hukum Kontrak Di Indonesia," 2026, 3840–51, https://doi.org/https://doi.org/10.61104/alz.v4i1.3728.

[29] Amirah Dwi Subarkah and Elsa Gravionika, "Validitas Hukum Perjanjian Clickwrap Dan Browsewrap Dalam Transaksi E-Commerce: Kajian Normatif Terhadap Prinsip Konsensualisme,"

attention to digital contracts involving children. In the European Union, for example, the GDPR requires a specific age limit for consent to personal data processing. Although the contexts differ, the same principles regarding the protection of vulnerable groups from digital exploitation are also relevant to click-wrap contracts, which carry similar legal implications. This underscores the universality of child consumer protection principles in the digital era, transcending domestic legal norms.[30]

The bonum commune approach in law asserts that law must serve the common good and protect vulnerable parties. If law focuses solely on the formal proof of digital contracts without considering their substantive impact on children, the purpose of law as an instrument of social justice will be neglected.[31] Therefore, the validity of click-wrap contracts involving children must be examined not only from the perspective of formal evidence but also from the viewpoint of justice and protection.

Digital platforms bear a legal duty to identify users, verify age accurately, and prevent child exploitation within digital environments. As electronic system administrators controlling technical architecture and access mechanisms, platforms are not neutral network providers. Age verification constitutes an integral component of platforms' duty of care toward vulnerable users, particularly children who lack full legal capacity. Access without adequate age verification constitutes a rejection of legal responsibility as an intermediary between service providers and child users.[32]

Failure to implement adequate age-verification mechanisms may be characterized as negligence, particularly when breach of duty of care causes foreseeable harm to children. The negligence framework satisfies four elements: existence of duty of care, breach of duty, causal relationship between breach and harm, and harm measurable in legal terms. When platforms know or should know that without effective age verification, children will access age-inappropriate services or invalid electronic contracts, such failure to act constitutes actionable negligence. Foreseeable harm encompasses financial losses from invalid transactions, personal data exploitation, exposure to harmful content, and long-term psychological impacts.[33]

Platforms deriving economic benefits from transactions involving children cannot be exempted from legal liability as business actors. Revenue through commissions, advertising, or subscriptions from child transactions entails proportional obligations to ensure transactions comply with child protection and consumer protection standards. The "benefit and burden" principle demands that economic gains be accompanied by equivalent legal responsibility. Platforms cannot claim neutrality when liability is pursued while asserting profit rights when

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Jurnal Hukum Legalita 6, no. 2023 (2024), https://doi.org/DOI: https://doi.org/10.62383/amandemen.v2i4.1414.

[30] Tio Riyanto Veren Widjaja, Alisya Lidya Rahma, "Integrating National Digital Identity to Prevent Minors' Transactions on the Roblox Platform," *Jurnal USM Law Review* 8, no. 3 (2025): 2824–41, https://doi.org/DOI: https://doi.org/10.26623/julr.v8i3.13124.

[31] Saragih, "Bonum Commune Dan Kebebasan Berpendapat: Perspektif Filosofis Dan Implementasi Dalam Masyarakat Demokratis."

[32] Lima, Purba, and Napitupulu, "Analisis Hukum Kontrak Dalam Sistem Hukum Indonesia : Perlindungan , Wanprestasi , Dan Tantangan Era Digital."

[33] Rohan Manatanael Panjaitan, Uswatun Hasanah, "View of Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Digital Dalam Kegiatan Bisnis (Studi Kasus Di Idola Bencoolen).Pdf."

transactions occur. In consumer protection, platforms possess greater capacity to control transaction quality and compliance than individual consumers, thus bearing greater liability.[34]

Integration of duty of care, negligence, and consumer protection liability significantly strengthens analysis of child protection in digital contracts by surpassing factual observation and developing a comprehensive legal accountability framework. This integrated approach clarifies not only potential harm but specific legal actors responsible for preventing, addressing, and remedying such harm. Duty of care establishes expected platform conduct standards, negligence determines when platforms fail to meet standards and become legally accountable, while consumer protection liability ensures platforms benefiting economically from child transactions cannot escape responsibility. This framework provides clear legal basis for regulators to impose sanctions, parents to seek compensation, and courts to determine platform liability. Integrating these concepts renders analysis more robust: not merely describing problems but providing actionable legal solutions—platforms must establish clear age verification standards, implement adequate prevention mechanisms, and bear full responsibility when failing to meet obligations and causing harm to children.[35] Transparency of information is a primary prerequisite that must be ensured. However, the terms and conditions in click-wrap contracts are often drafted in complex and lengthy legal language, making them difficult for adults—let alone children—to understand. This inability to comprehend the contract raises questions about the validity of consent given by children, as such consent may not be based on adequate understanding.[36]

Studies in several countries indicate that regulations specifically concerning digital contracts involving children remain highly varied and inconsistent. Some jurisdictions have established parental consent requirements for certain transactions, while others still rely on general contract rules. This normative uncertainty must be addressed through more responsive policy harmonization to meet children's protection needs in the digital era[37]. A comparative analysis of the four regulatory frameworks reveals significant differences in approach. The United States, through the Children's Online Privacy Protection Act (COPPA), establishes an age threshold of 13 years with stringent verifiable parental consent requirements, including verification methods such as credit card, signed consent form, video call, or government-issued ID. The Federal Trade Commission (FTC) only in 2026 issued a policy statement allowing age verification without parental consent solely for age-gating purposes, but not for data collection.[38]

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[34] Javandalas Nanda Yasser Fatahillah, Agil Sabani, Ramanda Faik Hilmi Najib, "Analisis Hukum Keabsahan Kontrak Elektronik Sebagai Salah Satu Bentuk Kesepakatan Transaksi Elektronik Berdasarkan Perundang-Undangan Di Indonesia Pembahasan Tentang Keabsahan Kontrak Elektronik . Masyarakat Kini Cenderung Menggunakan Yang Meniadakan Bata."

[35] Yoga Pratama Athaya Reza Abhipraya, Adhitya Khaliq Akbar Putra Pradana and Anton Susanto Mahardika, Raihan Trinanda Putra, "Perkembangan Hukum Perjanjian Di Era Digital : Dari Konvensional Ke Elektronik" 5, no. 1 (2025): 365–75.

[36] Panjaitan, "Strengthening Consumer Protection In Digital Transactions: A Legal Perspective On Click-Wrap Agreements Under The Consumer Protection Law."

[37] Lima, Purba, and Napitupulu, "Analisis Hukum Kontrak Dalam Sistem Hukum Indonesia : Perlindungan , Wanprestasi , Dan Tantangan Era Digital."

[38] Rohan Manatanael Panjaitan, Uswatun Hasanah, "View of Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Digital Dalam Kegiatan Bisnis (Studi Kasus Di Idola Bencoolen).Pdf."

The European Union, through Article 8 of the GDPR, sets an age threshold of 16 years that may be lowered to 13 years by member states, creating a fragmented standard. Parental authorization requirements must be supported by demonstrable compliance documentation, whereby businesses are obligated to prove that the consent process was conducted lawfully. This approach is more flexible than COPPA but creates compliance complexity for multinational platforms.[39]

The United Kingdom, through the Age Appropriate Design Code (AADC), adopts the most comprehensive approach with 15 legally binding design standards. These standards include high privacy defaults by design, prohibition of nudge patterns that lead to low privacy settings, transparency regarding data usage, and prohibition of profiling for commercial purposes unless in the best interests of the child. AADC is the only regulation that explicitly adopts child-centered design with measurable operational standards.[40] Australia, through the Online Safety Act 2021 (amended 2024), employs a unique and most restrictive approach for social media with an age threshold of 16 years. High-risk social media platforms must take reasonable steps to prevent users under 16 from having accounts, with the burden of proof on the platform, not the child or parents. The maximum penalty of $49.5 million AUD is the highest in absolute terms compared to other countries, and there is no penalty for children or parents.[41]

Unlike all the jurisdictions mentioned above, Indonesia currently lacks a comprehensive and integrated regulatory framework to govern children's contractual participation in electronic transactions. Although the government recently issued GR No. 17/2025, which mandates age verification and high default privacy settings, as well as Minister of Communication and Digital Regulation No. 9 of 2026, which requires parental consent for all age groups, these regulations focus on age verification and privacy, not digital contracts explicitly. There is no clearly defined technical standard for age verification like COPPA, no specification of parental authorization verification methods like GDPR, and no child-centered design standards like AADC's 15 standards.[42]

Legal protection for children in the context of online contracts in Indonesia remains fragmented across multiple statutes. Law No. 11/2008 only recognizes the validity of electronic contracts in general without specific provisions for children. Government Regulation No. 80 of 2019 concerning Electronic-Based Trade provides general consumer protection without provisions for minors' contractual participation. Law No. 35/2014 provides general protection for children but is not specific to digital contracting. GR No. 17/2025 and Permenkomdigi 9/2026 focus on age verification and privacy settings, not the validity of

[39] Javandalas Nanda Yasser Fatahillah, Agil Sabani, Ramanda Faik Hilmi Najib, "Analisis Hukum Keabsahan Kontrak Elektronik Sebagai Salah Satu Bentuk Kesepakatan Transaksi Elektronik Berdasarkan Perundang-Undangan Di Indonesia Pembahasan Tentang Keabsahan Kontrak Elektronik . Masyarakat Kini Cenderung Menggunakan Yang Meniadakan Bata."
[40] Athaya Reza Abhipraya, Adhitya Khaliq Akbar Putra Pradana and Mahardika, Raihan Trinanda Putra, "Perkembangan Hukum Perjanjian Di Era Digital : Dari Konvensional Ke Elektronik."
[41] Puteri et al., "Elektronik Dalam Bisnis Digital : Analisis Komparatif Dan Implikasi Hukum."
[42] Javandalas Nanda Yasser Fatahillah, Agil Sabani, Ramanda Faik Hilmi Najib, "Analisis Hukum Keabsahan Kontrak Elektronik Sebagai Salah Satu Bentuk Kesepakatan Transaksi Elektronik Berdasarkan Perundang-Undangan Di Indonesia Pembahasan Tentang Keabsahan Kontrak Elektronik . Masyarakat Kini Cenderung Menggunakan Yang Meniadakan Bata."

children's contracts.[43] Regulatory authority also overlaps between the Ministry of Communication and Digital, the Indonesian Child Protection Commission (KPAI), and Electronic System Providers, risking conflict. Conversely, other countries have centralized single regulators such as the FTC in the United States, the Information Commissioner's Office in the United Kingdom, and the eSafety Commissioner in Australia. The scale of sanctions in Indonesia is also disproportionate for big tech because there is no fine based on percentage of global turnover like GDPR's 4% or AADC's £17.5 million.[44] As a result, Indonesia has yet to establish an equivalent regulatory framework that integrates children's contract validity, legal capacity, parental consent for electronic transactions, and platform obligations for age-gating in the contracting context. Age verification standards are not technically defined, parental authorization procedures are not standardized, there are no child-centered design standards, and sanctions are disproportionate. Legal protection for children in online contracts remains fragmented and less sophisticated compared to comparable international frameworks such as COPPA, GDPR Article 8, AADC, or Australia's Online Safety Act.[45]

Contracts must reflect an agreement in fact or the true alignment of the parties' wills, rather than mere technical formalities. Click-wrap contracts executed by children may not meet this standard of true intent, as the click can occur without substantial understanding. This demonstrates that digital evidence cannot substitute for the fundamental requirement of genuine free will in contract law.[46] Law No. 35/2014 emphasizes the best interests of the child principle, stating that every legal action involving children must prioritize their best interests. Therefore, digital transactions that could negatively impact children financially or psychologically must be prevented. Contracts based solely on a click without age verification and parental or guardian consent may potentially conflict with this principle. In dispute resolution practice, contracts involving child subjects in digital activities often create normative confusion in courts due to the lack of clear precedents. Future court decisions need to harmoniously consider norms from KUHPerdata, Law No. 8/1999, Law No. 11/2008, and Law No. 35/2014 to achieve fair rulings. This highlights the need for clearer juridical guidelines on similar cases. Child consumer protection is also linked to effective digital legal education. Without adequate understanding of the consequences of contract clicks, children become vulnerable to exploitative contracts that harm them. This education is also crucial for parents and guardians to proactively protect children when facing digital contracts.[47]

Comparative studies show that some countries implement mechanisms requiring digital platforms to strictly verify age before contracts become legally binding. These mechanisms include identity documentation or parental consent, which can reduce the risks of contracts

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[43] "FTC Issues COPPA Policy Statement to Incentivize the Use of Age Verification," Federal Trade Commission, n.d., https://www.ftc.gov/news-events/news/press-releases/2026/02/ftc-issues-coppa-policy-statement-incentivize-use-age-verification-t.

[44] "Social Media Minimum Age," Infrastructure.gov.au, n.d., https://www.infrastructure.gov.au/media-communications/internet/online-safety/social-media-minimum-age.

[45] Brown, "Little Users, Big Rules: Tracking Children's Privacy Legislation."

[46] Hasaziduhu Möhö, "Kajian Kontrak Dalam Perspektif Filsafat Hukum."

[47] Susilowati Suparto and Muhammad Rifqi Rafi Drajat, "Penguatan Perlindungan Hukum Konsumen Anak Sebagai Pengguna Teknologi Informasi Di Era Digital."

involving legally incompetent children.[48] Modern consumer protection approaches emphasize the importance of both procedural and substantive justice principles in every contract. This means contracts must be fair not only in content but also in their formation process. Click-wrap agreements that ignore a child's legal capacity in the consent process can be deemed defective both procedurally and substantively under contract law.[49]

Integrating traditional contract norms with digital contract rules must consider technological advancements without neglecting the fundamental rights of involved parties. The digitalization of contract law must not eliminate consumer protection functions, especially for vulnerable groups like children. Based on bonum commune theory, law must ensure general welfare, including protecting weak parties from contractual exploitation.[50] When children are bound by digital contracts without adequate protection, the purpose of law as an instrument of social justice is not achieved. Therefore, legal policies need to be enforced to ensure that click-wrap contracts executed by children meet sufficient protection requirements. Digital platforms must implement robust age verification systems that exceed self-declaration. Effective mechanisms include document-based verification using government-issued ID or birth certificates; biometric age estimation employing facial analysis technology with ±2 years accuracy; payment card verification leveraging databases that already verify user identity and age; and linking child accounts to verified parent accounts with explicit consent. The FTC's COPPA Policy Statement 2026 clarifies that age verification without parental consent is permissible solely for age-gating purposes, not data collection, requiring platforms to balance verification effectiveness with privacy protection while avoiding excessive data collection.[51]

Parental authorization must be demonstrable, verifiable, and meaningful. Active consent mechanisms require parents to actively click "approve," not merely receive passive notification. Multi-channel verification combines email confirmation, SMS verification, and credit card validation to strengthen consent authenticity. Time-limited consent must expire after 12 months, requiring re-confirmation, while withdrawal rights must provide clear, accessible mechanisms for parents to revoke consent at any time. GDPR Article 8 requires "demonstrable compliance documentation" where businesses prove consent was conducted lawfully, creating an evidentiary burden on platforms rather than parents or children. Consent records must include timestamp, verification method, and parent identity confirmation.[52]

Contract terms must be accessible, understandable, and fair for minors. Plain language requirements mandate terms written in language appropriate to the child's age group (e.g., 10-year-olds versus 16-year-olds). Layered disclosure presents key terms upfront with links to full policies, avoiding legal jargon, while visual aids use icons, illustrations, and interactive

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[48] Veren Widjaja, Alisya Lidya Rahma, "Integrating National Digital Identity to Prevent Minors' Transactions on the Roblox Platform."

[49] Anissa Larasati, "Perlindungan Hukum Anak Dalam Penggunaan Media Sosial: Mendesak Penguatan Regulasi Pembatasan Usia Di Indonesia," marinews.mahkamahagung, 2025, https://marinews.mahkamahagung.go.id/artikel/perlindungan-hukum-anak-dalam-penggunaan-media-sosial-07j.

[50] Saragih, "Bonum Commune Dan Kebebasan Berpendapat: Perspektif Filosofis Dan Implementasi Dalam Masyarakat Demokratis."

[51] Rohan Manatanael Panjaitan, Uswatun Hasanah, "View of Kajian Hukum Perdata Terhadap Penggunaan Perjanjian Digital Dalam Kegiatan Bisnis (Studi Kasus Di Idola Bencoolen).Pdf."

[52] Puteri et al., "Elektronik Dalam Bisnis Digital : Analisis Komparatif Dan Implikasi Hukum."

elements to explain contractual obligations. Unfair clauses are automatically invalidated, including arbitration clauses, data-sharing provisions, or penalty clauses that exploit child vulnerabilities. The UK's AADC mandates 15 design standards including transparency about data usage and prohibition of nudge patterns toward low-privacy settings, requiring contract interfaces to avoid "dark patterns" that manipulate children into agreeing without understanding consequences.[53]

Integrating these three pillars strengthens implementation of child protection in digital contracts by surpassing factual observation and developing a comprehensive legal accountability framework. This integrated approach clarifies not only potential harm but specific legal actors responsible for preventing, addressing, and remedying such harm. Age verification establishes expected platform conduct standards, parental consent determines when platforms fail to meet standards and become legally accountable, while child-friendly contracts ensure platforms benefiting economically from child transactions cannot escape responsibility. This framework provides clear legal basis for regulators to impose sanctions, parents to seek compensation, and courts to determine platform liability.

Integrating these concepts renders analysis more robust by not merely describing problems but delivering actionable legal solutions: platforms must establish clear age verification standards, implement adequate parental consent mechanisms, draft child-friendly contracts with plain language and layered disclosure, and bear full responsibility when failing to meet obligations and causing harm to children. Practical implementation requires responsive policy harmonization between Law No. 11/2008, Law No. 35/2014, Law No. 8/1999, and GR No. 17/2025 to create a comprehensive and integrated regulatory regime comparable to COPPA, GDPR Article 8, AADC, or Australia's Online Safety Act. Without these practical implementation mechanisms, legal protection for children in online contracts remains fragmented and less sophisticated compared to comparable international frameworks.

4. Conclusions

Although click wrap agreements are formally recognized as valid electronic contracts under Law No. 11/2008 and modern commercial practice, from the perspective of Bernhard Windscheid's Will Theory and the subjective requirements of Article 1320 of KUHPerdata—particularly concerning genuine intention (wirklicher Wille) and legal capacity—consent given by a single click is better characterized as constructive consent rather than a truly autonomous will. This problem is exacerbated for children, who legally lack capacity, because they are vulnerable to manipulative platform designs (dark patterns), insufficient age verification, and an inability to understand standard form clauses, thereby creating a normative conflict between the certainty of electronic contracts (Law No. 11/2008) and the principles of child protection and consumer protection. Accordingly, the necessary legal responses should include recognizing such contracts as voidable when entered into by minors, strengthening platform obligations for age verification and parental consent, improving contractual transparency, and reforming regulations (for example, adopting GDPR style

[53] Brown, "Little Users, Big Rules: Tracking Children's Privacy Legislation."

safeguards for children's data and specific provisions in Law No. 8/1999) to uphold the bonum commune principle and protect the best interests of children in digital transactions.

Although click-wrap agreements are formally acknowledged as valid electronic contracts, their validity in the digital transaction context—especially where the counterparty is a child—raises serious concerns because consent provided by a single click is often merely formal and does not satisfy genuine intention (wirklicher Wille) and legal capacity under Article 1320 KUHPerdata. This situation is aggravated by platform practices that manipulate decision-making, inadequate age verification mechanisms, and standard form clauses that are difficult to understand, thereby undermining substantive fairness and the best interests of the child. Therefore, a comprehensive regulatory framework is required that mandates technical age verification and demonstrable parental consent, establishes child-friendly design standards (plain language, layered disclosure, prohibition of dark patterns), and imposes sanctions and obligations on platforms proportional to the economic benefits they derive. An integrated approach that combines duty of care, evidentiary requirements for consent, and child consumer protection will reconcile digital contractual certainty with the bonum commune principle and the protection of children's rights.

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