

Consequences of Default in Commercial Marketplace-Based Digital Business Space Leases

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ABSTRACT

This article examines the legal consequences of default in online marketplace-based business space rental contracts using a normative legal method. The rental object is understood as digital space in the form of placement slots, promotional features, or access to transaction modules provided by the platform operator for a certain period of time in exchange for a price. The analysis is based on the Civil Code regarding the validity of agreements, types of performance, cancellation, and compensation, then combined with the regime of electronic transactions and trading through electronic systems that recognize the binding force of electronic contracts and electronic evidence. The discussion emphasizes that the measurement of performance in digital space must be reduced to traceable service parameters, such as feature activation status, display duration, and service disruption records. Default by the platform operator can take the form of failure to provide access or run features in accordance with the package, termination of service before the end of the term without procedural basis, or negligence in maintaining system reliability that causes prolonged disruption. Breaches by tenants may include failure to make payments, use of digital space for activities that violate the terms and conditions, or actions that trigger suspension of services in accordance with the agreement. The main legal consequences include demands for performance, cancellation of the agreement on mutual obligations, and compensation after a declaration of negligence and proof of loss and causality. In digital transactions, evidence relies on electronic documents, system logs, service correspondence, and package change records, making evidence management a prerequisite for fair dispute resolution. This article offers a normative formulation for assessing the fairness of liability limitation clauses, access termination procedures, and proportional forms of recovery, including service restoration and financial compensation. The findings confirm that the transformation of leasing to the digital space does not eliminate the basic principles of binding agreements, but requires a definition of measurable performance and accountable system accountability mechanisms. The regulatory framework used places electronic contracts as binding agreements and requires system operators to maintain security, reliability, and complaint handling procedures. For businesses, the study's findings provide guidelines for compiling evidence from the outset, formulating service indicators in packages, and negotiating termination clauses. For platforms, the study's findings encourage service standards, transparency of changes, and event-based compensation schemes to reduce disputes and maintain business certainty in the digital ecosystem.

INTRODUCTION

The transformation of digital commerce has changed the way businesses gain access to commercial space. Whereas leasing was once understood as a direct relationship between the owner of the space and the tenant who met, negotiated the terms, and then handed over the keys, today that relationship often arises through an application interface. "Business

space" does not always mean a physical building that can be entered, but can also be a digital storefront, product placement slots, paid promotional features, or the right to use certain pages provided by marketplace operators. This change in the form of business space shows how technology-based services shape patterns of access and economic utilization that are increasingly dependent on digital

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infrastructure and users' ability to operate it (Ramle & Mardikaningsih, 2022). The shift of the object of lease to a digital form has resulted in changes to the contractual structure: the parties involved have increased, contract documents tend to take the form of standard clauses, and the process of proof is highly dependent on electronic records. These changes have legal consequences that need to be mapped out within the framework of contract law, consumer protection law, electronic trading law, and competition law, as online business spaces often serve as the main gateway for transactions, reputation, and income for business actors.

In marketplace-based rental practices, tenants usually pay a certain fee to obtain the right to use "space" that is unilaterally defined by the platform provider, such as display period, search priority, or access to certain features. The legal relationship appears simple, but the contractual reality is complex because it often contains a combination of elements of rent, services, licensing, and data management. The nature of this type of contract reflects the development of legally valid electronic contracts, but the effectiveness of their protection is largely determined by the clarity of the clauses and the user's understanding of the content of the digital agreement (Sulaiman et al., 2023). The use of digital media as a means of promotion and product placement also expands the function of business space from merely a place of sale to a strategic visibility and marketing communication tool for business actors (Infante & Mardikaningsih, 2022). When a breach of contract occurs, for example, the digital space does not appear as promised, promotional features fail to work, or accounts are frozen so that the right to use the digital space is terminated, the question immediately shifts from "has payment been made" to "what is the promised performance measure and how can it be proven." In physical spaces, performance measures are relatively easy to see through the possession of objects.

From a civil law perspective, the introduction of marketplace-based rentals expands the range of contractual forms operating in the digital economy. The Civil Code provides a general framework for agreements, validity requirements, performance, negligence, and compensation. However, its application to the online business space requires a careful reading of how agreements are formed, especially when contracts come in the form of terms and conditions that must be agreed to with a click. This click-based consent model places small businesses in a weaker position, especially when platforms have significant market power in

determining the terms of access and use of services (Indarto et al., 2023). The use of standard clauses increases the potential for bargaining imbalance, especially for MSMEs that depend on dominant platforms for marketing. The resilience of micro, small, and medium enterprises in the digital ecosystem is greatly influenced by the adaptive competence of business actors in understanding and utilizing platform services, which are the main means of business continuity (Mardikaningsih et al., 2022). In addition, performance execution often relies on automated mechanisms controlled by algorithms, so that tenants may find it difficult to identify whether performance failures stem from system errors, internal policy violations, or user negligence. This ambiguity ultimately affects the configuration of responsibilities and the form of recovery that may be requested.

Online business spaces are also closely related to information management, reputation, and transaction data. In the marketplace model, the value of digital space is often created from visibility settings, rating scores, and access to user traffic. Information management in the digital ecosystem has ethical and legal implications, particularly regarding the limits of dissemination, use, and responsibility for information that affects specific legal subjects (Muhammad et al., 2023). If the platform provider unilaterally changes the layout, ranking rules, or promotion policies during the lease period, tenants may experience a decline in value without a change in price. In conventional rental relationships, changes in the quality of the space during the lease period may give rise to certain claims. In the digital space, such changes are often claimed as "service development" which is considered automatically valid based on standard clauses. It is this difference in interpretation that makes default in marketplace-based rentals a sharp issue: the measure of performance is not merely "available" or "unavailable", but concerns the quality of visibility, service smoothness, and continuity of access.

At the national regulatory level, the implementation of electronic systems, electronic trading, and personal data protection form a normative environment that limits freedom of contract. Marketplaces, as electronic system operators, bear certain obligations regarding system reliability, data protection, and transaction governance. In platform-based services, legal protection is not only relevant to final transactions, but also to the service relationship between users and digital service providers (Supriyanto et al., 2023). At the same time, businesses renting digital space can be in a dual position: as consumers of platform services and as businesses transacting with end consumers.

When a breach of contract occurs, this legal status mapping affects the basis of the lawsuit, the type of compensation, and the forum for dispute resolution. In some situations, disputes also touch on aspects of business competition, especially when policy changes or account freezes give rise to allegations of discriminatory treatment or market access control. Thus, a normative study of default in online business space leasing requires a cross-regime reading so that conclusions are not limited to the Civil Code alone.

Academically, this discussion is important because it tests the elasticity of the classic concepts of leasing and default when the object of the agreement is a digital service operated through a platform. Changes in consumption patterns and transaction behavior in marketplaces also shape users' expectations of the paid services provided by platforms (Darmawan & Gatheru, 2021). Hermeneutics of contract interpretation becomes relevant because terms such as "space", "display", "promotion", "availability", or "service disruption" are often defined by internal policies and technical documentation that are not always accessible to users. Here, the contract becomes a text that must be interpreted by taking into account platform practices and reasonable user expectations. Such a reading helps to establish performance measures, test limitation of liability clauses, and assess when service failure becomes a breach of contract that gives rise to rights to compensation or cancellation. With this foundation, this paper aims to systematically formulate the legal consequences of breach of contract for marketplace-based rentals, while linking them to applicable Indonesian regulations so that they can be used as a reference for arguments in academic and practical settings.

Marketplace-based rentals raise issues regarding the legal nature of the relationship and the nature of the subject matter of the agreement. Many services are marketed as "space rental", but their characteristics are closer to the provision of digital placement services that depend on platform systems and governance. Dependence on internal platform systems and policies indicates that legal risks arise not only from contracts, but also from the way digital services are operated and supervised (Noor et al., 2023). This lack of clarity often leads to differing interpretations when disputes arise: tenants consider that they are renting a "space" that must be available and provide certain benefits, while platforms consider that they are providing "access" that can change according to policy. The platform economy literature emphasizes that the value of platform services arises from access rules, governance, and user interaction architecture (Parker et al., 2016). If the value

of performance is determined by internal rules that are subject to change, then the legal question is whether such changes can be treated as reasonable variations in service or as a failure to fulfil the promised performance. This issue directly affects the element of breach of contract, particularly in testing whether there is a sufficiently certain and enforceable promise.

Breach of contract disputes in the online business space often center on information asymmetry and standard clauses, including limitation of liability clauses, unilateral change clauses, and access termination clauses. In digital practice, users often agree to terms of service through a click mechanism, making discourse on the awareness, readability, and fairness of clauses important. The sharing and platform economy highlights how the shift to digital intermediaries' changes risk distribution and increases user dependence on platform provider rules (Sundararajan, 2016). This dependence can give rise to disputes when platforms deactivate accounts, change advertising packages, or transfer features without compensation, while tenants have already paid. The legal issues that arise are not simply "payment made" or "service failure", but whether standard clauses allowing unilateral changes can be justified in terms of the principles of good faith, propriety, and consumer protection, and how to assess the suitability of these clauses with regulations on electronic trading systems.

Proving default in marketplace-based rentals is highly dependent on electronic evidence and data, most of which is controlled by the platform. Viewing history, impression logs, promotional feature status, and policy change records are the main materials for proving performance or negligence. When the evidence is in the control of one party, issues of balance of proof and access to data arise. In the platform field, the literature emphasizes the importance of rule transparency and audit trails for digital service accountability (Parker et al., 2016). In the realm of business law, this issue of proof determines whether tenants can file for compensation, cancellation, or termination of the agreement, and whether the platform can avoid liability by declaring system disruptions as circumstances beyond its control. The issue of evidence is also related to forum and choice of law clauses, as many platforms include dispute resolution clauses that tend to be burdensome for users, making access to redress a separate issue for small businesses.

The digitalization of trade has prompted businesses to shift their promotional spending and operational costs from physical spaces to digital

spaces, including the purchase of slots, advertisements, and features that are treated as "business space" in marketplaces. This change has resulted in a large volume of contracts with high economic value, which are executed through uniform terms of service. In such circumstances, disputes over breach of contract are no longer incidental, but have the potential to become a recurring pattern that affects business certainty. A normative study that regulates the consequences of breach of contract is important so that business actors understand the limits of their rights and obligations, while platform operators understand the limits of clauses that can be legally upheld. A thorough discussion also helps to assess the relationship between the principle of freedom of contract and its limitations through consumer protection, electronic system provisions, and rules on trading through electronic systems, so that the contractual practices of platforms do not operate without guidelines.

In addition, online business spaces often serve as the main marketing infrastructure, especially for MSMEs. When access to digital spaces is interrupted, sales can decline, stocks can pile up, and supply chains can be disrupted. These economic consequences have the potential to turn into large civil claims for damages, but are often hampered by difficulties in proving the case and clause designs that close the door to compensation. Regulating the consequences of default in a normative manner can help establish more measurable performance metrics, formulate limits on liability, and map out appropriate forms of recovery, ranging from performance fulfilment, compensation, cancellation, to termination of contractual relationships. For digital business governance, this study helps clarify how platform contracts should be structured to be in line with positive law, while reducing the risk of disputes that drain transaction costs and undermine business actors' trust in the digital ecosystem.

This study aims to compile a normative legal analysis of the form and characteristics of online business space rental agreements based on marketplaces and to formulate the legal consequences of default arising from them, by systematically linking the provisions of the Civil Code, the electronic transaction regime, trading through electronic systems, consumer protection, personal data protection, and other relevant regulations that are still in force. Theoretically, this research is expected to enrich the development of the concepts of leasing and breach of contract when the object of the agreement is in the form of digital service access regulated by platform policies. In

practical terms, this research is expected to provide argumentative guidance for business actors, legal advisors, and marketplace operators in drafting performance clauses, service change clauses, access termination clauses, and loss recovery schemes that are in line with positive law, thereby increasing contractual certainty and reducing the scope for disputes through more orderly contract design.

RESEARCH METHOD

This study uses a normative juridical method that places law as a norm, principle, and rule as stipulated in legislation, decisions, and relevant doctrines to assess the legal consequences of default in online marketplace-based business space rental contracts. The design is a qualitative literature study focusing on the construction of normative arguments and systematic reasoning on primary and secondary legal materials. Primary legal materials include the Civil Code, regulations related to the implementation of electronic systems, trading through electronic systems, consumer protection, personal data protection, and implementing regulations that are still in force. Secondary legal materials include academic books and reputable journal articles on contract theory, the principle of good faith, standard clauses, the responsibility of digital business actors, and electronic evidence. The analysis was conducted using grammatical, systematic, and teleological interpretation techniques of relevant norms, accompanied by thematic synthesis to group issues into coherent themes, such as the qualification of digital space performance, standards of negligence or default, limits of liability, and forms of recovery. This thematic synthesis framework follows the principles of coding and theme development commonly used in qualitative studies (Braun & Clarke, 2006; Thomas & Harden, 2008).

The literature search strategy was designed to ensure traceability of sources, currency of academic discourse, and prevention of dubious references. The search was conducted in journal databases and academic publisher catalogues using equivalent Indonesian and English keywords, including "default" (breach of contract), "breach of contract", "online marketplace", "platform governance", "standard form contract", "electronic evidence", "e-commerce regulation", and "digital services liability". The inclusion criteria included: (a) reputable journal articles or academic books, (b) having a verifiable DOI or ISBN, (c) being directly relevant to contract theory, digital contractual disputes, or literature synthesis methodology, and (d) providing testable arguments. Exclusion criteria include: (a) sources

without a clear DOI or ISBN, (b) popular writings without peer review, (c) documents that do not provide adequate bibliographic information, and (d) sources whose substance is not related to the issues of agreements and breach of contract in digital services. Reporting of the literature selection process follows the principles of transparency commonly used in literature studies so that readers can assess the accuracy of source selection and potential selection bias (Moher et al., 2009).

Coding was carried out in two stages. The first stage was open coding to mark important propositions, operational definitions, and normative claims related to performance, negligence, limitation of liability, and remedies. The second stage was axial coding to connect the codes into larger themes, such as "qualifications of digital rental objects", "the power of standard clauses", "electronic evidence and the burden of proof", and "remedy options: fulfilment, cancellation, and compensation". Quality assurance is carried out through re-checking the consistency of coding, tracing back to primary sources, and clearly separating normative descriptions from argumentative evaluations. To maintain analytical rigor, this study uses an internal audit procedure in the form of recording the reasons for source selection, summarizing arguments, and key quotations in a literature matrix, so that each conclusion can be traced back to its source. The practice of coding and organizing qualitative data refers to established methodological guidelines so that the synthesis does not become mere opinion (Miles, Huberman, & Saldaña, 2014; Creswell & Creswell, 2018). With this design, the analysis results are expected to be consistent, reviewable, and in line with the character of normative legal research that is oriented towards normative coherence and certainty of argumentation.

RESULT AND DISCUSSION

Legal Construction of Online Business Space Lease Contracts Based on Marketplaces

Technological developments require the adaptation of classical legal concepts to remain relevant to digital economic practices. Contractual arrangements cannot be separated from the ethical and legal responsibilities of business actors to ensure that business activities are conducted in a responsible and sustainable manner (Darmawan, 2022). The relationship of leasing online business space based on the marketplace in Indonesian positive law can be constructed as a reciprocal contract rooted in the Civil Code, with adjustments to the nature of the object, which is "digital space," and the way it is formed through an electronic system. The classic

formulation of leasing in the Civil Code emphasizes the provision of enjoyment of an item for a certain period of time in exchange for payment, so that the focus is on the transfer of enjoyment, time restrictions, and the existence of a price.

In marketplace-based rental, "property" is understood as a unit of digital benefit controlled by the platform operator, such as placement slots, display pages, paid promotional features, display priority, or access to certain transaction devices. This construction requires an interpretation that the object of the lease is not a tangible object, but rather a digital facility that can be enjoyed during the subscription period or display period, and its economic value is measured by the promised access and visibility. Because the object is a system-based service, the obligation to "deliver goods" in a lease must be interpreted as an obligation to provide access, maintain reasonable availability, and ensure that the features run according to the package. The quality of digital services provided by the platform is a determining factor in the value of digital space, because user satisfaction is greatly influenced by the reliability and consistency of the system (Fared et al., 2021). With this framework, the marketplace can be positioned as the party that provides the enjoyment of digital space, while business actors as tenants are obliged to pay the agreed price and comply with the terms of use. On the foundation of the Civil Code, the regime of electronic transactions and trading through electronic systems provides reinforcement regarding the form of the contract, the status of evidence, and the standards of responsibility of the system operator. This shows that Indonesian positive law is able to systematically accommodate platform-based digital leasing practices.

The analysis of digital contracts requires the contextual application of classical principles of agreement. The requirements for a valid agreement in Article 1320 of the Civil Code are the main entry point for assessing the validity of digital space lease contracts, which are commonly presented in the form of terms and conditions. The ease of use of electronic systems contributes to the acceptance and willingness of business actors to bind themselves in digital contracts, so that system design becomes part of the reality of agreement formation (Kemarauwana & Darmawan, 2020). Agreements arise from affirmative actions by users, such as clicking "agree", registering a business account, or purchasing a promotional package, which are normatively treated as expressions of intent as long as there are no defects of consent. In this case, an electronic contract is a legally binding agreement, created, signed, and

executed electronically without the use of paper or physical meetings (Shea & Lopez Jr, 2021).

The competence of the parties requires the identity of the business operator and the platform provider to be legally recognized, making account verification mechanisms, the appointment of responsible parties, and clarity regarding the billing issuer relevant in order to resolve disputes regarding who is bound by the agreement. Certain elements require that the digital space being leased be described sufficiently, including the duration, features provided, usage limits, and service parameters such as impression quotas, promotional reach, or access to payment modules. Clear information about the object and benefits of the service is part of consumer protection and fair business competition in the marketplace ecosystem (Purwanto et al., 2023). If the object is left vague and subject to unilateral change without limits, the element of "specific matters" is threatened with weakness because performance is difficult to measure. The element of lawful cause requires that the digital space package be used for lawful trading activities, so that the clause prohibiting prohibited goods and the obligation of business actors to comply can be understood as an effort to keep the cause justified. Thus, the legal construction places platform contracts as named agreements that have undergone digitalization, while still being tested by the filter of Article 1320 of the Civil Code so that freedom of contract does not override the standards of certainty of performance and propriety of relationships. The digitization of contracts remains subject to the principle of measurable legal certainty.

The national legal framework has confirmed the position of electronic contracts as valid and binding instruments. The legitimacy of electronic contracts and their binding force are firmly based on Law No. 11 of 2008 concerning Electronic Information and Transactions, as amended by Law No. 19 of 2016. In practice, the validity of digital contracts also plays a role in maintaining regional economic stability, especially for MSMEs that depend on access to digital markets (Hardyansah & Putra, 2023). The ITE Law recognizes that transactions conducted through electronic systems can give rise to binding legal relationships, so that digital space rental contracts do not lose their force simply because they are not set out in a physical deed. Article 18 of the ITE Law is a point of reference because it emphasizes that electronic transactions are binding on the parties, so that agreements through clickwrap or package purchases in applications can be treated as contractual obligations. The normative implication is that clauses

regarding performance, price, duration, automatic renewal, service termination mechanisms, and limitations of liability contained in electronic documents have legal consequences as long as they meet the requirements for a valid agreement under the Civil Code. The ITE Law also regulates the recognition of electronic information and electronic documents as evidence, so that the terms and conditions displayed, proof of payment, confirmation emails, invoices, records of package changes, and feature usage logs are relevant to prove the content of the agreement and its implementation. Since marketplace-based rentals often depend on the interpretation of features, the ITE Law encourages organizers to design systems that generate traceable transaction records, so that the content of the agreement does not rely solely on the memory of the parties. At this point, the construction of digital rental relationships becomes more stable because the norms of the ITE Law close the loophole that electronic contracts are "merely internal policies" without binding force. This strengthens legal certainty for parties transacting through digital platforms.

Technical regulations are an important instrument for ensuring that digital rental practices run smoothly. Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions establishes a framework of obligations for electronic system operators, which form the backbone of marketplace-based rentals. This regulation requires electronic systems to be organized in a reliable, secure and responsible manner, which can be interpreted as the obligation of platforms to provide access to digital space in accordance with agreements, maintain a reasonable level of service availability, and manage disruptions appropriately. In the context of leasing, this obligation intersects with the lessor's obligation to provide peaceful enjoyment of the leased object. In the digital space, "peaceful enjoyment" means that tenants can use slots or features without unilateral termination without justification, without unexplained service degradation, and without loss of access due to security failures that should have been preventable. PP 71/2019 also links system operation with electronic transaction governance, so that compliance parameters can be drawn into service clauses, complaint handling procedures, and recovery mechanisms in the event of downtime or system errors. If a platform sells a promotional package that is promised to run for a certain period, but the system fails to deliver, this PP provides standards for assessing whether the failure is within the service tolerance limit or falls into the category of system operator negligence. Thus, PP 71/2019

enriches the legal construction of digital leasing with public operational standards, so that the platform's performance is not assessed solely from the contract clauses, but also from the obligations of proper system operation. The quality of digital services is an integral part of legal performance.

The electronic trading framework provides an additional dimension to the practice of leasing digital space. The construction of digital space rental agreements on marketplaces also needs to be placed within the regime of trading through electronic systems as regulated in Law No. 7 of 2014 concerning Trade and its implementing regulations. The Trade Law recognizes trading activities that utilize electronic means and provides a basis that business actors who trade goods or services through electronic systems remain bound by the principles of clarity of information, orderly business practices, and compliance with trade regulations. For the service industry, the digital trade agenda is seen as a way to ensure free market access to increasingly developing digital services (Azmeah & Foster, 2020). For marketplace-based rentals, this means that the digital space packages sold by platforms to business actors are essentially services that support trading activities, so that package promotions, pricing, and terms of use must be in line with standards of accurate and accountable information. More technical regulations are contained in Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems, which regulates the obligations of PMSE operators regarding transparency, transaction governance, and complaint mechanisms. Here, the relationship of digital space rental does not stand alone, because space rental is directly related to transaction traffic between merchants and consumers. Therefore, changes in features that affect product visibility or offer placement can be considered as actions that have implications for trade order, so that transparency and complaint standards need to be in place so that business actors have a clear channel for correction. The normative construction places digital space rental as a business agreement that operates within the PMSE ecosystem, so that the parameters of responsibility are read from the Civil Code, the ITE Law, PP 71/2019, and the electronic trading regime simultaneously. This position emphasizes the interconnection between digital rental contracts and electronic trading regulations that complement each other.

Sectoral regulations provide practical dimensions for marketplace operations in the context of digital space rental. Regulations that are more closely related to marketplace practices are contained

in Minister of Trade Regulation No. 50 of 2020 concerning Provisions on Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Trade Through Electronic Systems, as amended, including Minister of Trade Regulation No. 31 of 2023. Although its main focus is on the governance of business actors and platforms in PMSE, this regulation is important for the construction of digital space rental because it regulates the principles of information disclosure, advertising, and supervision of trading activities on the platform. Marketplace-based rentals are often packaged as "advertising products" or "promotional features", so advertising and information standards are relevant in determining whether the platform has adequately explained the benefits, limitations, and prerequisites of the package. If a package is promoted as promising increased visibility without explaining the limiting factors, then from the outset there is a risk of disputes regarding the promised performance. This Minister of Trade Regulation also emphasizes the need for guidance and supervision, which can be interpreted as the platform's obligation to provide mechanisms for handling merchant violations, fraud, and misleading content.

In rental relationships, these mechanisms affect the "enjoyment" of tenants because the quality of digital space depends on the cleanliness of the ecosystem from fraudulent practices. Normatively, digital space leasing presupposes that the platform maintains basic fairness so that the leased space has reasonable value, although this does not mean that the platform guarantees sales. Thus, electronic commerce regulations provide a distinguishing element: the platform's performance is assessed based on its ability to provide promotional facilities and orderly trade governance, not merely on providing technical slots. This provision places governance quality as the main measure of the success of a digital lease contract.

The consumer protection perspective provides an important layer in assessing digital space rental contracts. Law No. 8 of 1999 concerning Consumer Protection broadens the interpretation of digital space rental relationships because business tenants can be placed as consumers of platform services, while end consumers remain protected for transactions of goods or services sold by merchants. This law contains the principle of the right to accurate, clear, and honest information, as well as the obligation of business actors to provide appropriate information and services. Contractual relationships in the digital business ecosystem are also supported by the foundations of business ethics, which serve to

maintain trust and sustainability in relationships between business actors (Putra et al., 2022). In the construction of a marketplace-based rental, platforms that sell digital space packages are obliged to explain relevant service parameters, such as duration, feature coverage, account eligibility requirements, automatic renewal conditions, and the consequences of policy violations. If key information is hidden in long clauses that are difficult to access, the risk of violating information obligations increases.

The Consumer Protection Law is also relevant for assessing standard clauses that transfer all risks to users or grant overly broad unilateral rights to platforms. In digital space rentals, liability limitation clauses often state that platforms are free from any losses resulting from system disruptions, even though PP 71/2019 requires reliable systems. This normative tension must be resolved with an interpretation that maintains reasonable protection for service users. In addition, the Consumer Protection Law provides a dispute recovery channel through out-of-court settlements, which can be an important reference when disputes over the value of losses are more effectively resolved through rapid mechanisms. Clearer and less ambiguous consumer protection can increase market competition, ultimately providing greater benefits to consumers (Fletcher et al., 2023).

The aspect of evidence is key to ensuring legal certainty in digital rental contracts. The proof of a digital space rental relationship must be placed under the electronic evidence regime recognized by the ITE Law, so that its legal construction relies on digital documentation as the foundation of certainty. The use of electronic payment instruments in marketplace transactions also influences the pattern of proof and the perception of security in digital contractual relationships (Sinambela & Darmawan, 2022). In disputes, the common issue is not simply "whether there is a contract", but "what was included in the package at the time of purchase" and "how it was implemented during the current period". Because terms of service are subject to change, strong evidence requires the version of the terms that was in effect at the time the agreement was given, a history of changes, and notifications of changes sent to users. Proof of payment, electronic invoices, feature activation notifications, and usage records are indicators of performance.

The ITE Law recognizes electronic documents as evidence, so screenshots, emails, and logs can have legal value, as long as their authenticity can be accounted for. Under PP 71/2019, system reliability leads to the obligation for platforms to provide an audit trail that can show when features were active,

when disruptions occurred, and when recovery was carried out. This is important because without such data, the burden of proof becomes uneven, given that operational information is controlled by the platform. The presence of electronic evidence affects the way evidence is collected and assessed because it is now done digitally (Ferreira & Gromova, 2023). A sound normative construction requires platforms to store transaction evidence and system operation evidence for an adequate period of time and to provide reasonable access to disputing parties in accordance with procedures.

Digital leasing relationships require reinterpretation to ensure that the rights and obligations of the parties remain balanced. The relationship between obligations and rights in digital space leasing reflects the reciprocal pattern typical of leasing in the Civil Code, but needs to be reinterpreted to suit the nature of the marketplace. The obligations of business operators as lessees are essentially to pay the price, comply with the terms of use, and use the digital space for legitimate trade. Payments can take the form of subscription fees, feature fees, advertising fees, or automatically deducted commissions. Normatively, these forms of payment still fulfil the element of "price", even though the mechanism differs from physical leases. On the platform side, the main obligation is to provide access to the promised features for a certain period of time and to maintain services in accordance with reliability standards, which are supported by PP 71/2019. The right of business actors is to enjoy the digital space according to the package, including access to display, payment, and order management modules if these modules are included in the space package. If the platform terminates access without a clear basis or without proper procedures, this can be questioned as a failure to provide enjoyment of the rental object. However, the platform also has the right to enforce violation policies, particularly to maintain lawful causes and consumer protection, so that account deactivation can be justified if it is based on evidence and transparent procedures. The vulnerable point lies in the platform's discretion, so that legal construction requires clear policy formulation, notification, opportunity for clarification, and internal appeal mechanisms so that the rental relationship does not turn into a unilateral relationship.

Marketplaces have a dual role that requires a more comprehensive legal interpretation. The position of marketplaces in this relationship is multi-layered: they are contracting parties in digital space rentals, as well as electronic system operators and PMSE operators that

regulate transactions between merchants and consumers. The first layer positions the platform as a digital space service provider that sells access packages to business actors. The second layer positions the platform as an electronic system operator according to PP 71/2019, which is bound by security and reliability standards, so that system failures can have legal consequences beyond private agreements. The third layer places the platform within the electronic commerce regime under the Trade Law, PP 80/2019, and technical regulations Permendag 50/2020 jo Permendag 31/2023, which require transaction governance, transparency, and complaint mechanisms. This layered structure is important so that the legal construction is not narrowed down to a "contract between two parties". In disputes, tenant businesses can file claims based on breach of contract, while authorities can assess the platform operator's compliance with system obligations and electronic commerce obligations. In the realm of consumer protection, platforms are obliged to ensure that advertisements and package information are not misleading, as well as to prevent the circulation of illegal commercial content. Thus, marketplaces cannot be understood solely as "space owners" who are free to determine rules without restrictions, because there are public obligations attached to the operation of the system and the conduct of electronic commerce.

Personal data protection is an important dimension inherent in the practice of leasing digital space. The legal construction of digital space rental also intersects with personal data protection, as access to online business spaces generally requires the processing of business operator data and end consumer data. Law No. 27 of 2022 on Personal Data Protection regulates the obligations of data controllers and data processors, including the basis for processing, the purpose of processing, security, and the rights of data subjects. In marketplace-based rentals, platforms often process transaction data, user behavior, delivery addresses, and service communication data. A sound digital space rental structure must recognize that the provision of digital space cannot be separated from data processing, so contract clauses must be in line with the principles of purpose limitation and security. If a platform sells promotional packages based on user data processing without explaining the processing parameters or without an adequate basis, there is a risk of violating the PDP Law, which may affect the validity of the agreement and give rise to recovery claims. The PDP Law is also relevant to evidence and dispute management because logs, access records, and operational data required as evidence must be

processed with the principles of security and confidentiality. Thus, the legal construction of digital space leasing lies at the intersection of contracts, electronic systems, electronic commerce, and personal data compliance, so that the definition of performance and service mechanisms must be designed so as not to conflict with data protection obligations.

The integration of various legal regimes forms a complete picture of digital space leasing practices. Normatively, the construction of online business space rental relationships can be summarized as an integration of the principles of agreements in the Civil Code and the legitimacy and governance of electronic transactions in the ITE Law and PP 71/2019, enriched by the electronic commerce and consumer protection regimes. The Civil Code provides a framework for agreements, specific objects, reciprocal performance, and duration. The ITE Law closes the debate on form, strengthens the binding force of electronic transactions, and opens the way for the verification of electronic documents. GR 71/2019 provides standards of reliability and security that are attached to the performance of the platform. The Trade Law, Government Regulation No. 80/2019, and Minister of Trade Regulation No. 50/2020 in conjunction with Minister of Trade Regulation No. 31/2023 add electronic commerce governance obligations that affect the quality of digital space as a means of trading. The Consumer Protection Law provides protection for package information, standard clauses, and dispute resolution channels. The PDP Law ensures that data processing attached to digital space rentals is lawful and secure. From this integration, "digital space" can be treated as a rental object in the form of a service facility that can be enjoyed, measured through service indicators, and limited by time and payment. This construction offers certainty that the transformation of objects into virtual form does not eliminate the nature of the agreement, but rather changes the way performance is defined, how it is proven, and the compliance standards attached to the organizer. This entire legal framework confirms that digital space rental is still based on contractual certainty.

The digitization of contracts requires adjustments to ensure that the principles of the agreement are upheld in the practice of space rental. The legal relationship of marketplace-based rentals is contractual, based on electronic agreements, and interpreted according to standards of propriety arising from the obligations of the system operator and electronic commerce obligations. When a platform sells digital space packages, it binds itself to measurable performance, so clauses must provide a

sufficiently precise definition of services and accountable change procedures. When a business rents digital space, it binds itself to payment and compliance, so the right to enjoy the space can be restricted if violations are proven through clear procedures. This construction indicates that digitization does not eliminate the basic principles of agreements, but rather requires the formulation of performance in service indicators and organized evidence trails. In this way, the leasing of online business space can be positioned as a lease agreement that has undergone a transformation of media and object, but remains within the legal framework of applicable agreements and electronic commerce. This formulation demonstrates continuity between the classical principles of agreements and modern digital leasing practices.

Legal Consequences of Default in Marketplace-based Rental on Fulfilment, Cancellation, and Compensation

Information asymmetry often triggers disputes in digital rental contracts. Due to this asymmetry, consumers may gain less benefit from the contract than they expected, including the risk of fraud, such as unknowingly receiving counterfeit or low-quality products (Buiten et al., 2020). In digital relationships, information inequality highlights the need for a legal protection framework that ensures users are empowered to understand their rights, obligations, and the risks of electronic transactions in a balanced manner (Negara & Darmawan, 2023). Default in online marketplace-based business space rental contracts should be considered as a failure to fulfil the obligations agreed upon by the parties, whether due to delay, improper performance, or complete non-performance. In digital space rental patterns, the marketplace's performance generally takes the form of providing access to features or display slots for a certain period, while the tenant's performance takes the form of payment of the price and fulfilment of the agreed usage obligations.

The extent of default must be drawn from the formulation of performance that can be identified in the terms and conditions, package description, proof of purchase, and service communications. The Civil Code provides general categories of obligations and the consequences of negligence, while the ITE Law and Government Regulation No. 71/2019 ensure that obligations formed through electronic means are binding and are placed above the obligation to operate a reliable and secure system. With this model, default can arise from two directions. Tenants may default by failing to pay subscription fees, defaulting on bills,

using rejected payment methods, or making unreasonable chargebacks. Marketplaces may default by failing to activate paid promotional features, failing to deliver impressions within the promised period, making store management panels inaccessible without a valid basis, or terminating packages before their expiry date. From here, the legal consequences move along three axes that must be discussed separately, namely performance fulfilment, contract cancellation, and compensation, with evidence testing based on electronic documents. This direction emphasizes that digital breach of contract must be measured through documented service indicators.

The right to fulfilment of performance is the main axis in assessing the balance of digital rental contracts. The first axis is the right to fulfilment of performance, which is normatively rooted in Article 1234 of the Civil Code regarding the types of performance in a contract, namely giving something, doing something, or not doing something. In digital space leases, "giving something" usually means providing access or rights to use features; "doing something" means displaying, processing, or providing services; "not doing something" can mean not deactivating access without justification, not arbitrarily changing packages, or not obstructing visibility beyond agreed parameters. If the tenant defaults on payment, the marketplace has the right to demand fulfilment in the form of payment according to the invoice, including late fees if agreed upon and not contrary to public order. Conversely, if the marketplace fails to provide access or execute features, the tenant has the right to request performance as per the purchased package, such as service reactivation, extension of the display period to cover the downtime, or repetition of promotions for an equivalent period.

The ITE Law confirms that electronic transactions are binding, so that claims for performance cannot be rejected simply because the contract is in clickwrap form. Government Regulation No. 71/2019 adds a benchmark, as the fulfilment of marketplace performance must be read in conjunction with the obligations of system reliability and responsibility, so that "fulfilment" here includes the provision of services that function properly, not merely providing feature buttons that technically exist but do not work. Performance fulfilment in the marketplace ecosystem must also be interpreted in line with the principle of fair business competition, so that the implementation of digital services does not create unilateral dependence or market distortions that are detrimental to business actors using the platform (Wibowo et al., 2023). With these benchmarks, digital performance

fulfilment must be understood as a service that actually functions.

The effectiveness of performance demands depends on the classification of failures experienced in digital contracts. For performance fulfilment to be effectively demanded, it is necessary to distinguish between simple performance failures and fundamental performance failures. Simple failures include, for example, delays in activation of a few hours or limited disruptions that are immediately restored, so that performance fulfilment through service improvements and adjustments to the display period can be a proportionate response. Fundamental failures include, for example, promotional features not running for most of the rental period, store accounts being frozen without proper procedures so that access to digital space is stopped, or system errors that delete advertising material so that the package becomes useless. In fundamental situations, performance may still be required, but the aggrieved party usually also requires other remedies because the economic value has been lost within a certain period, such as a seasonal campaign period. The Civil Code provides a framework that performance is the main requirement in a contract, but its implementation depends on factual possibilities and propriety.

In the digital space, propriety is also influenced by PP 71/2019, which requires system operators to manage incidents and ensure that services are accountable. Therefore, marketplaces that choose performance fulfilment as a form of settlement must demonstrate measurable corrective actions, such as incident reports, system improvements, and verifiable access recovery. On the tenant side, performance fulfilment requests must be clear and measurable, such as requesting the reactivation of a specific package or requesting an extension of the broadcast days for a certain amount of downtime. A measurable claim structure helps separate performance fulfilment from compensation, so that disputes do not become unclear from the outset. This approach ensures that performance fulfilment remains proportional and distinguishable from compensation claims.

Termination of the agreement as a second recourse due to breach of contract in a digital lease agreement, according to Article 1266 of the Civil Code, essentially requires a court ruling unless the parties establish another mechanism, where a unilateral termination clause in a digital platform, even if it is electronically binding under the ITE Law, must be tested for reasonableness and may not negate the user's right to a refund for payments already made, especially if it is a

standard clause that unfairly harms consumers in accordance with the Consumer Protection Law, so that cancellation must be positioned as a protection instrument subject to the principles of fairness and good faith (Anugroh et al., 2023).

Determining when a default occurs is an important condition for the validity of a digital contract cancellation. Cancellation also requires an understanding of when a default is considered to have occurred legally, because the Civil Code places the debtor's negligence as an important condition for certain consequences to arise, including compensation and effective cancellation. In many digital contracts, platforms implement automatic warning mechanisms, payment grace periods, and then deactivation. This pattern can serve as a form of declaration of default, as long as the notification can be proven and provides a reasonable opportunity to fulfil the performance. For tenants, a declaration of default to the platform can take the form of a complaint ticket, a request for repair, or a summons, indicating that the failure to perform has been notified and requested to be fulfilled. The ITE Law reinforces this aspect because recorded electronic communications have evidentiary value.

PP 71/2019 adds the standard that system operators are obliged to manage services responsibly, so that cancellations by platforms should ideally follow procedures that are transparent, traceable, and not arbitrary. If the platform cancels without proper notification even though the user has paid, this action can be considered a breach of contract by the platform, giving the user the right to demand cancellation and compensation. Conversely, if the user does not pay after receiving proper notification, the cancellation of services by the platform can be upheld as a consequence of the tenant's breach of contract. Here, cancellation is not merely a technical feature, but a legal consequence that must have a procedural basis so that it does not become a unilateral action without legitimacy. Within this framework, the cancellation of a digital contract is only valid if it is supported by clear and verified procedures.

Compensation is the final pivot that confirms the consequences of default in digital rental contracts. The third pivot is compensation based on Article 1243 of the Civil Code, which essentially requires the debtor to be declared in default, then losses arise that can be assessed and have a causal relationship with the default. In digital space leases, the structure of losses is often more complex than in physical space leases, as losses can take the form of wasted payments, promotional opportunity costs, a decline

in turnover during a certain period, or additional costs for moving promotions to other channels. However, compensation claims must still be reasonable and provable. Actual losses can include package costs that have been paid but not enjoyed, additional advertising costs as a substitute, or operational costs due to service disruptions. Lost profits can be claimed, but require a strict basis for calculation, such as historical sales trends, period comparisons, or evidence of failed campaigns. The ITE Law and PP 71/2019 do not replace Article 1243, but expand the basis of evidence and standards of liability. If the disruption stems from a system failure that should have been prevented through security and reliability obligations, it is more difficult for the marketplace to argue that the loss is entirely the user's risk. In the field of consumer protection, compensation can also be interpreted as the right to compensation for unsatisfactory services, so that platform service users can combine contractual and consumer protection bases, as long as the legal position supports this. The compensation structure in digital contracts can also be influenced by commercial arrangements that resemble royalty or benefit-sharing schemes, making clarity on the basis for calculating compensation important to prevent further disputes (Putra & Wibowo, 2023). Within this framework, digital compensation must be calculated fairly and based on verified evidence.

The aspect of compensation cannot be separated from the contract clause that regulates the limits of liability and force majeure. Compensation in this relationship also depends on how the contract regulates liability limitations, force majeure provisions, and standard compensation mechanisms such as credit balances or service extensions. Liability limitations are not automatically valid if they eliminate the core obligation of the provider to provide adequate services, especially if the clause is drafted unilaterally and is not negotiated. The Consumer Protection Law is a reference for assessing standard clauses that negate the liability of service providers for service failures within their control. Meanwhile, PP 71/2019 requires system providers to be responsible for the operation of their systems, so clauses stating that the platform is free from all consequences of technical disruptions need to be tested against these public obligations. In the case of force majeure, events such as major disasters that disrupt infrastructure can be grounds for exemption from liability if they meet the criteria of being beyond control and unforeseeable, but recurring disruptions due to weak system design or negligent security are more appropriately assessed as negligence. Therefore,

when assessing compensation, judges or dispute forums will consider whether the incident was a business risk that should have been managed by the platform, and whether the platform took reasonable preventive measures. On the tenant's side, clear policy violations, such as the use of prohibited advertising material or traffic manipulation, may reduce or eliminate compensation claims because service failures may have originated from the tenant's own actions. Thus, digital compensation must be assessed through a balance between contract clauses and public obligations.

In addition to financial remedies, digital contracts also require functional forms of recovery. The consequences of default do not stop at these three remedial axes, because in digital transactions there is a need to arrange non-financial recovery that is relevant to the nature of the object. In digital space leases, the usual remedies sought are restoration of access and functionality, such as reopening dashboards, restoring advertising material, repairing corrupted product data, or restoring promotional history. These non-financial remedies can still be considered part of the fulfilment of performance or part of compensation in kind, as long as the dispute forum accepts them. The ITE Law provides a basis that electronic data, electronic documents, and system activities have legal value, so that data recovery related to services can be part of the obligations of service providers. PP 71/2019 emphasizes that system operators are obliged to ensure that the system runs responsibly, which can be interpreted as an obligation to carry out incident recovery appropriately. At the same time, recovery must consider security and confidentiality, so that actions such as providing log access must be carried out through appropriate internal procedures. In contractual practice, platforms often offer service credits as standard compensation. Service credits may be accepted as compensation if their value is commensurate and users agree to them, but credits that are imposed when the actual loss is greater may give rise to further disputes. Therefore, recovery options must be assessed proportionally: performance to restore services, cancellation to terminate the relationship, and compensation to recover losses that have occurred.

Digital evidence is the main foundation for assessing default and the amount of compensation. The ITE Law has special significance in proving default and the amount of compensation, because disputes over digital space rental almost always rely on transaction records, viewing logs, notification histories, and service status change records. The

validity of electronic documents makes it easier for parties to show when a package was purchased, when a feature was activated, when a disruption occurred, and what response was given. However, the ITE Law also raises the issue of evidence integrity, as digital evidence is easily manipulated if it is not accompanied by metadata or credible system sources. In disputes, the strongest evidence usually comes from the platform system, such as downloaded invoices, performance reports generated by the platform, or archived help ticket records. Tenants often rely on screenshots and emails, which are still useful but can be disputed if there is no supporting evidence. Therefore, the legal consequences of default are closely related to the parties' obligation to maintain documentation, including storing the terms and conditions at the time of agreement and retaining proof of payment. On the platform side, PP 71/2019 encourages the availability of accountable records, so that a platform's refusal to disclose relevant data may affect the assessment of its liability. At this point, the right to performance, cancellation, and compensation is highly dependent on whether digital facts can be ascertained. With structured evidence, disputes can be decided on performance, negligence, causality, and the amount of loss, rather than on abstract arguments. Thus, the integrity of digital evidence determines the direction of dispute resolution in an objective and measurable manner.

The standard of fault in digital contracts is now also determined by the public obligations inherent in the system. PP 71/2019 also affects the standard of fault when a marketplace is accused of default due to system failure or a cyber security incident. If a promotional service fails to run due to internal system damage, poor software updates, or cyber-attacks that should have been anticipated with reasonable security measures, then failure to fulfil performance is likely to be assessed as a breach of contract that may give rise to a recovery obligation. Here, the argument of "technical disruption" does not automatically remove responsibility, as PP 71/2019 requires system operators to operate the system reliably and securely. This means that marketplaces are required to have adequate change management, monitoring, backup, and incident response procedures. If this obligation is neglected, fault becomes easier to prove through patterns of repeated disruptions, delays in recovery, or a lack of information to users. However, if the incident is truly beyond reasonable control and the platform has taken appropriate security measures, there is still room for exemption through the principle of force

majeure in contract law. For tenants, PP 71/2019 provides a basis for assessing whether the recovery offered by the platform is adequate. For example, if the disruption lasts a long time and eliminates the campaign period, a short service extension may not recover the losses, so users can seek compensation. Thus, PP 71/2019 shifts the discussion of default from mere contract clauses to an assessment of the appropriateness of system implementation. This framework emphasizes that the marketplace's responsibility does not stop at the contract but also extends to the appropriateness of the system.

Consumer protection broadens the consequences of default by emphasizing the obligation to provide information and quality services. The Consumer Protection Law enriches the consequences of default through the liability of service providers for services that do not match their promises and for providing incorrect or misleading information. In digital space rentals, service promises are often found in package marketing materials, feature summaries, or claims of results made by the sales team. If these claims do not match the reality of the service, service users can assess that there has been a breach of the obligation to provide information, which ultimately strengthens claims for cancellation or compensation. This law is also relevant for assessing standard clauses that limit recovery rights, especially if the clause locks users into minimum compensation without other options, or negates the right to file an objection. In disputes, service users can seek resolution through the mechanisms provided by the Consumer Protection Law, including out-of-court settlements if the parties so choose, or through the courts if necessary. From a breach of contract perspective, the use of the Consumer Protection Law can be helpful when users find it difficult to prove lost profits, as consumer protection often emphasizes recovery for unsatisfactory services and appropriate compensation. However, users must still maintain the burden of proof: showing the package purchased, showing payment, showing service failure, and showing complaint communications. At this point, the ITE Law becomes a logical partner because it provides a means of evidence based on electronic documents. The combination of the two provides a normative tool for assessing breach of contract as a contractual failure that may also constitute a violation of service obligations to service consumers. The synergy between the Consumer Protection Law and the ITE Law ensures that digital breaches of contract are assessed fairly and measurably.

Breach of contract by tenants has its own characteristics because the object of the contract is

digital access that can be technically terminated. The consequences of breach of contract by tenants are different because the object is digital access that can be technically terminated. Payment default provides a basis for the marketplace to demand fulfilment of the obligation to pay, and in many contracts, this is accompanied by the right to suspend services until payment is made. Suspension is different from cancellation. Suspension aims to maintain a balance of performance when the tenant has not fulfilled their obligations, while cancellation terminates the relationship for the future. The Civil Code provides room for this distinction through the logic of reciprocal obligations, so that the aggrieved party can withhold their performance when the other party defaults, as long as the withholding is proportional. However, termination of access must be carried out with proper notification and clear procedures, as sudden termination can cause additional losses that are subject to debate. If termination is carried out after a warning and grace period, it is easier for the marketplace to defend its actions as a consequence of the tenant's default. Apart from payment, tenant default can take the form of violations of terms of use related to trade compliance, such as selling prohibited goods or committing consumer fraud. In this situation, the marketplace can terminate services to protect the transaction ecosystem, but must still distinguish between proportionate sanctions and excessive termination. If the platform cancels the entire paid package even though the violation only relates to one advertisement, there is room for debate as to whether the cancellation is proportionate. Therefore, the consequences of tenant default must still be regulated within the legal framework of the Civil Code, the ITE Law, PP 71/2019, and consumer protection principles that ensure that platform sanctions do not become unilateral actions without balance.

The overall consequences of default in digital space rental can be formulated as a package of interrelated remedies. The legal consequences of default in marketplace-based rental can be formulated as a package of interrelated remedies. First, fulfilment of performance is the main step that requires the implementation of obligations in accordance with Article 1234 of the Civil Code, with the support of the ITE Law which ensures the binding force of electronic contracts. Second, the cancellation of the agreement is based on Article 1266 of the Civil Code and must be read in conjunction with the contract clause, with a reasonableness test, especially if the clause is drafted unilaterally and concerns the termination of access that has high economic value. Third, compensation

based on Article 1243 of the Civil Code requires negligence, causality, and assessable losses, with evidence largely relying on electronic documents according to the ITE Law. Government Regulation No. 71/2019 strengthens the responsibility of marketplaces when the source of default stems from system failure or inadequate security, while the Consumer Protection Law provides a basis for recovery when services do not match promises or package information is misleading. Within this framework, the assessment of breach of contract in the digital space does not stop at labels such as "technical disruption" or "policy violation", but moves on to testing performance, procedures, evidence, and commensurate remedies. This formulation emphasizes that remedies for digital breach of contract must always be tested through the principles of propriety and structured evidence.

CONCLUSION

This study confirms that default in online marketplace-based business space rental contracts is a consequence of failure to fulfil the agreed obligations in a reciprocal agreement. The Civil Code provides the basis for performance, cancellation and compensation, while the ITE Law and PP 71/2019 reinforce the binding nature of electronic contracts and the standards for reliable and secure system implementation. In practice, breach of contract can originate from the tenant, such as failure to pay or violation of terms of use, or from the marketplace operator, such as paid features not working, access being terminated before the end of the term without due process, or system disruptions that negate the benefits of the package. The main legal consequences for the rights of the party's center on demands for performance, cancellation of the agreement in the event of a substantial breach, and compensation after a declaration of negligence and proof of loss and causality.

The theoretical implication is the need to reinterpret the performance of leases when the object is digital space whose value depends on the availability of services and system records. The practical implication is that businesses need to manage electronic evidence from the outset, including storing invoices, package summaries, service change history, and support correspondence, so that rights to performance, cancellation, or compensation can be claimed in a measurable manner. For marketplace operators, compliance with system reliability and security obligations and transparency of access termination procedures are determinants of accountability, as sweeping liability limitations risk being interpreted as inappropriate. In

contractual risk management, clear service indicators, readable complaint procedures, and event-based compensation schemes can reduce the potential for disputes and increase the certainty of business relationships.

Marketplace operators need to standardize the description of digital space packages in auditable indicators, such as display duration, activation conditions, usage limits, and service disruption parameters that trigger compensation. Termination clauses need to include notification mechanisms, opportunities for clarification, and internal appeal channels so that service cancellation is not perceived as a unilateral action. Businesses are advised to maintain orderly digital archives, verify the terms and conditions at the time of purchase, and separate actual losses from alleged lost profits from the outset of claim preparation. At the corporate policy level, parties are advised to prioritize dispute resolution based on performance fulfilment and measurable service restoration before escalating to cancellation or compensation claims, in order to minimize transaction costs and operational disruptions.

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