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## Personal Data as an Object of Performance in Digital Contracts: Reconstruction of the Concept of Objects of Contracts in Indonesia

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**Abstract:** Title: Personal Data as an Object of Performance in Digital Contracts: Conceptual Reconstruction of the Object of Obligations in Indonesia. This article examines the research object of personal data within digital obligations that is motivated by the gap between the digital economy reality utilizing personal data as an economic commodity and positive law focusing strictly on protection. The objective is to analyze the qualification of personal data as an object of performance in digital contracts and examine its legal standing as user consideration for platform services. The method used is normative legal research with statute and conceptual approaches. The results show that personal data can be qualified as an object of performance under the Indonesian Law of Obligations based on the Indonesian Civil Code. The performance does not entail an absolute transfer of ownership, but rather the granting of legitimate access and utilization rights. The legal standing of personal data functions as a digital asset forming a non-monetary counter-performance in a reciprocal legal relationship. This study concludes that a conceptual reconstruction of the object of obligations is necessary to accommodate digital economy developments without eliminating the inherent privacy rights of data subjects protected by the Personal Data Protection Law.

**Keywords:** Digital Contract, Law of Obligations, Object of the Obligation, Performance, Personal Data.

### INTRODUCTION

The development of digital technology has transformed the pattern of legal relationships in modern transactions. While in the classical concept of contract law, performance is generally manifested in the form of the delivery of goods, payment of money, or the performance of a service, in today's digital ecosystem a different contractual relationship model has emerged. Various digital platforms offer services that are claimed to be "free," but at the same time require users to provide access to their personal data as a consequence of using those services. In practice, users' personal data is not only collected but also processed, analyzed, and utilized

for various business purposes, such as service personalization, behavioral advertising, and the development of data-driven business models. This condition indicates that personal data has acquired significant economic value and become one of the main assets in the digital economy.

This phenomenon raises an interesting legal issue from the perspective of Indonesian contract law. Normatively, the Civil Code has not yet explicitly regulated personal data as the subject matter of performance in a contract. On the other hand, the legal relationship between digital service providers and users essentially involves an exchange of interests, whereby users gain access to digital services, while service providers obtain the right to collect and utilize users' personal data in accordance with agreed-upon terms. This situation raises questions regarding whether personal data can be classified as the subject matter of performance in digital contracts and what the legal status is of personal data provided by users in exchange for the digital services offered by the platform. The absence of clear regulations has the potential to create legal uncertainty, particularly in determining the rights and obligations of the parties as well as the legal consequences in the event of a violation regarding the use of personal data within digital contractual relationships.

The development of digital transactions, e-commerce, e-government, and Artificial Intelligence (AI)-based services has made personal data a high-value asset that is continuously collected, analyzed, and utilized for business purposes and public policy. In various digital services, personal data no longer functions solely as information attached to an individual, but has evolved into a resource with economic and strategic value. Digital platform providers utilize user data to improve service quality, build consumer profiles, develop more effective marketing strategies, and even create new products and services tailored to user needs. This situation demonstrates that personal data has become a crucial commodity in the digital ecosystem, impacting various aspects of social and economic life (Hery Rahmawati 2024). This phenomenon can be observed on various digital platforms that offer services free of charge directly to users. Although users do not pay with money, access to these services generally requires the provision of personal data, including identity, location, preferences, online activities, and other information relevant to the platform's operations. In practice, an exchange of interests occurs between users and service providers, where users benefit from access to digital services, while service providers obtain the right to collect, process, and utilize users' personal data in accordance with agreed terms and conditions. This relationship demonstrates reciprocal characteristics that substantially resemble contractual relationships in contract law (UTIARAHMAN 2025).

Although Indonesia has enacted Law Number 27 of 2022 on Personal Data Protection (the PDP Law) and possesses various other legal instruments, such as the Electronic Information and Transactions Law (the EIT Law) and related sectoral regulations, the existing regulatory framework remains primarily focused on the protection, management, and processing of Personal Data. These regulations essentially position Personal Data as an object that must be shielded from misuse, unauthorized access, and privacy violations. Nevertheless, the evolution of digital contract practices demonstrates that Personal Data encompasses not only a legal protection dimension but also holds economic value interchanged within various legal relationships between users and digital service providers. This phenomenon engenders a clear lacuna between the reality of digital economic practices and currently available legal constructs (Simanjuntak 2025).

However, the problem identified in this study is not merely interpretative. Indonesian law already provides a regulatory framework for the protection and processing of Personal Data through the Personal Data Protection Law. Nevertheless, these regulations do not address the doctrinal question of whether Personal Data may function as an object of contractual performance under the Indonesian Law of Obligations. This issue cannot be resolved solely by extending the interpretation of existing contractual provisions because the classical doctrine of

contractual performance was developed on the assumption that contractual exchange principally concerns goods, money, or services. Personal Data possesses a different legal character, combining economic value with inalienable privacy rights. Consequently, the challenge lies not simply in reinterpreting existing legal provisions, but in reconstructing the concept of the object of performance so that it can accommodate contemporary digital contractual relationships while preserving the fundamental principles of personal data protection.

Incidents of data breaches and unauthorized exploitation underscore the vulnerability of data subjects to surveillance, cybercrime, and commercial exploitation that is a situation further exacerbated by low public digital literacy and the severe information asymmetry between digital service providers and users. In practice, the majority of users consent to the terms and conditions of service usage without fully comprehending how their Personal Data will be collected, processed, stored, or shared with third parties. The relatively weak bargaining position of users often results in consent for data processing being granted merely as a formal box-ticking exercise, rather than being informed by an adequate understanding of its legal and economic consequences. Consequently, users potentially cede control over their Personal Data, whereas service providers derive significant economic benefits from its commercial utilization (Shafa Salsabila and Sidi Ahyar Wiraguna 2025).

Conversely, this phenomenon indicates that Personal Data possesses not only a legal protection dimension but also an increasingly robust economic dimension within digital contractual relationships. When Personal Data becomes one of the primary elements interchanged in the utilization of digital services, a pivotal question arises as to how the Law of Obligations should perceive the legal standing of such data. This issue is paramount because the qualification of Personal Data as a component of contractual exchange carries significant implications for determining the rights and obligations of the parties, liability mechanisms in the event of a breach, and the forms of legal protection afforded to users. Therefore, a study is required that goes beyond merely treating Personal Data as an object of protection, but instead scrutinizes its potential status as an object of Performance within digital contracts evolving in the current era of digital transformation (Juaningsih et al. 2021).

Research concerning Personal Data within digital transactions in Indonesia generally remains focused on the aspects of legal protection, privacy, and liability mechanisms for data misuse. For instance, research conducted by Eveline Vania Sirait and Anak Agung Angga Primantari examines Personal Data protection in electronic contracts under Indonesian statutory regulations, focusing on business compliance and the effectiveness of Personal Data protection regulations in electronic contracts (Sirait 2020). Another study by Asmak Ul Hosnah et al. analyzes the resolution of Personal Data disputes in electronic contracts through the lenses of breach of contract and unlawful acts, alongside the liability of electronic system operators for Personal Data breaches (Hosnah et al. 2025). Meanwhile, Pipit Rahayu et al. focus their study on consumer privacy protection and the validity of data protection clauses in digital contracts from a civil law perspective (Pipit Rahayu, Zuraidah, and Otong Syuhada 2025). Beyond the Indonesian context, Arora and Jain examine data sharing between digital platforms and sellers by analyzing the interaction between contractual arrangements, privacy protection, and regulatory frameworks (Arora and Jain 2024). Their study demonstrates that data has become an economically valuable resource within digital commercial relationships. Nevertheless, its analysis remains focused on contractual governance and regulatory compliance rather than on the legal qualification of Personal Data as an object of contractual Performance. Accordingly, although previous studies have addressed Personal Data protection, dispute resolution, contractual governance, and the validity of data protection clauses in digital contracts, there remains a distinct lacuna in research specifically examining whether Personal

Data may be qualified as an object of Performance in digital contracts, as well as its legal status as consideration for digital services from the perspective of the Indonesian Law of Obligations.

Distinguishing itself from previous studies, this research does not center on Personal Data protection or liability for data misuse, but rather on analyzing the structural standing of Personal Data within digital contractual relationships. The novelty of this study lies not merely in proposing a new interpretation of existing contract law provisions, but in reconstructing the doctrinal concept of the object of contractual performance so that it accommodates Personal Data as a form of digital counter-performance while maintaining the protection of data subjects' privacy rights.

The shift in digital business models toward data-barter mechanisms demands a reorientation of the doctrine of the law of obligations in Indonesia. The legal uncertainty surrounding the validity of personal data as a form of contract performance potentially jeopardizes users as data subjects. Therefore, this article explicitly formulates the core issues to be analyzed in the discussion and answered in the conclusion as follows: (1) Does personal data qualify as an object of performance in digital contracts under the Indonesian law of obligations?; (2) What is the legal status of personal data provided by users as consideration for digital services provided by the platform?

## METHOD

This study constitutes normative legal research aimed at analyzing the possibility of Personal Data being qualified as an object of Performance in digital contracts, as well as examining the legal standing of Personal Data provided by users within the contractual relationship between users and digital service providers. Normative legal research is employed because this study focuses on legal norms, legal principles, and legal concepts related to the Law of Obligations, digital contracts, and personal data protection.

The approaches employed in this research encompass the statute approach and the conceptual approach. The statute approach is conducted by examining various statutory regulations related to the Law of Obligations, electronic transactions, and personal data protection, including the Indonesian Civil Code, Law Number 27 of 2022 on Personal Data Protection, as well as the Electronic Information and Transactions Law along with its amendments. Meanwhile, the conceptual approach is utilized to scrutinize the concepts of Performance, the object of the Obligation, digital contracts, Personal Data, and the legal relationships arising from the utilization of Personal Data in digital services. The European Union was chosen because it has developed one of the most advanced regulatory frameworks governing digital contracts and data-driven transactions. Its experience offers a persuasive comparative reference for evaluating whether the classical concept of contractual performance under Indonesian law remains adequate to address contemporary digital contractual relationships.

In addition to the statute and conceptual approaches, this study employs a limited comparative perspective by referring to Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services. This Directive was selected because it represents one of the first comprehensive legal instruments expressly recognizing that consumers may provide Personal Data as counter-performance for digital content or digital services. Accordingly, the Directive provides a relevant doctrinal benchmark for examining the evolving concept of contractual performance in the digital economy. The comparison is not intended to transplant European Union law into the Indonesian legal system, but rather to identify conceptual developments that may enrich the reconstruction of the Indonesian Law of Obligations while taking into account the different legal contexts.

The analysis of legal materials is conducted through legal reasoning techniques. Under the conceptual approach, the research first examines the doctrinal concepts of performance,

obligation, contractual object, and personal data as developed in civil law scholarship. These concepts are then systematically compared and interpreted to identify the essential legal characteristics of an object of performance. Subsequently, the study evaluates whether personal data fulfills these characteristics by assessing its legal and economic characteristics, including its determinability, controllability, transferability, and function within digital contractual relationships. Through deductive legal reasoning, general principles of the law of obligations are applied to the specific context of digital contracts, enabling the construction of legal arguments concerning the possibility of qualifying personal data as an object of performance and reconstructing the concept of contractual obligations in the digital economy.

The legal materials utilized consist of primary, secondary, and tertiary legal materials. The collection of legal materials is carried out through library research. The collected legal materials are subsequently analyzed qualitatively using a prescriptive-analytical method to construct legal arguments regarding the qualification of Personal Data as an object of Performance in digital contracts and its legal standing within the contractual relationship between users and digital service providers.

## RESULTS AND DISCUSSION

### Qualification as an Object of Performance

Under the Indonesian Law of Obligations, Performance constitutes the core of the legal relationship arising from an Obligation. Article 1234 of the Indonesian Civil Code stipulates that every obligation is to give something, to do something, or to refrain from doing something. This provision indicates that Performance is an obligation that must be fulfilled by the debtor, and concurrently serves as a right that can be claimed by the creditor. Therefore, the existence of the object of Performance is a pivotal element, as it determines what must be fulfilled by the parties within a legal relationship. In civil law doctrine, the object of Performance is not necessarily restricted to tangible property; rather, it may also encompass certain rights or interests, provided they are determinable and hold value for the parties (Paramita, Devitasari, and Kusumasari 2025).

Doctrinally, an object may constitute Performance if it satisfies several criteria, including being determinable in type or form, feasible to execute, beneficial to the parties, and not contrary to law, public order, or morality. These criteria demonstrate that the Law of Obligations fundamentally emphasizes the existence of exchangeable benefits and legal interests rather than merely the physical nature of an object. Consequently, the evolution of transactional forms in society facilitates the emergence of new objects of Performance previously unrecognized within classical civil law constructs (Shodiq et al. 2025). Hence, the advancement of digital transactions demands an examination of various new forms of objects possessing economic value and utility, including Personal Data, which is increasingly becoming a core component of contractual relationships between users and digital service providers.

In the context of personal data protection, Law Number 27 of 2022 defines Personal Data as data concerning an identified or identifiable individual, either independently or when combined with other information. Personal Data possesses characteristics distinct from property in the conventional civil law sense, as it is inherently attached to an individual's identity and right to privacy. For this reason, Personal Data cannot be simply equated with goods or property that can be freely transferred like standard proprietary objects. Nevertheless, advancements in information technology have expanded the utility of Personal Data, transitioning it from merely personal information to a resource with inherent economic value and commercial benefits (Maharani and Prakoso 2024).

The PDP Law provides a clearer legal standing for Personal Data through the recognition of data subject rights, such as the right to obtain information, access data, rectify data, withdraw

consent, and erase data under specific conditions. Furthermore, the PDP Law mandates that any processing of Personal Data must be grounded on a lawful basis for processing, one of which is the consent of the data subject. This regulatory framework indicates that Personal Data is not treated as ordinary information, but as an object within the control of the data subject, which can only be utilized by other parties based on specific legal grounds. Nonetheless, the PDP Law is more oriented toward the protection of data subject rights and the governance of data processing rather than determining the civil law status of Personal Data within contractual relationships. The recognition of these rights demonstrates that Personal Data is not merely information freely usable by third parties, but an object whose utilization remains under the control of the data subject. Consequently, the legal relationships arising from the processing of Personal Data fundamentally necessitate consent and legal legitimacy from the data owner.

On the other hand, the expansion of the digital economy demonstrates that Personal Data can serve as a significant object of Performance. The consent granted by users to digital service providers functions not only as the legal basis for data processing as regulated under the PDP Law, but also as an instrument enabling service providers to derive economic benefits from the collected data. Across various digital platforms, Personal Data is deployed for service personalization, behavioral marketing, product development, and maximizing corporate profits. This condition indicates that while the PDP Law views Personal Data as an object of legal protection, in digital economic practices, Personal Data concurrently functions as a source of value interchanged within the relationship between users and service providers (Shodiq et al. 2025).

Such characteristics are observable in various digital contracts utilized by electronic service providers. Generally, users gain access to digital services upon agreeing to the terms and conditions that authorize the service provider to collect, process, and utilize their Personal Data. Even in the absence of monetary consideration, this relationship signifies an exchange of interests between the parties. The user obtains the benefit of service access, while the service provider secures the benefit of data to support its business operations. Thus, Personal Data has factually become part of the reciprocal relationship born out of digital contracts (Sadillah Ahmad, Puspaningtyas, and Ismariy 2025). This consent, in principle, constitutes a form of mutual agreement between the parties as required under Article 1320 of the Indonesian Civil Code. Through this agreement, a legal relationship emerges, engendering reciprocal rights and obligations between the user and the digital service provider.

When examined under the criteria for the object of Performance within the Law of Obligations, Personal Data presents compelling characteristics for analysis. Personal Data can be determined in its identity and scope, possesses economic utility for certain parties, and can serve as the object of obligations agreed upon in a digital contract. Moreover, granting access to Personal Data is executed based on the data subject's consent as mandated by the PDP Law; thus, it does not contravene the law, provided it complies with applicable regulations. Within the context of digital contracts, the object of Performance is not the absolute transfer of ownership over Personal Data—akin to transferring rights over property—but rather the granting of access, permission, or usage rights over Personal Data to the service provider in accordance with the scope agreed upon by the parties. Consequently, the Performance arising in a digital contract is more accurately understood as the granting of data utilization rights rather than a complete conveyance of Personal Data. Although the PDP Law does not explicitly qualify Personal Data as an object of Performance, the provisions concerning data subject rights and consent requirements indicate that Personal Data is an object capable of forming part of legal relationships and exchanges of interest within digital contracts. Distinct from property in the classical sense, which is generally tangible and fully transferable, Personal Data carries specific characteristics because it remains intrinsically bound to the data subject's right to privacy. Nevertheless, the Law of Obligations fundamentally does not require every object of

Performance to be a tangible thing. What remains paramount is the existence of exchangeable benefits and enforceable obligations.

The qualification of Personal Data as an object of Performance may also be examined through the fundamental characteristics traditionally required of contractual performance. In classical civil law doctrine, an object of Performance must be sufficiently certain or at least capable of being determined at the time the obligation is performed. Personal Data fulfills this requirement because the categories of data to be collected, processed, and utilized can generally be identified through privacy policies, terms of service, and contractual clauses agreed upon by the parties. Information such as names, email addresses, telephone numbers, geolocation data, browsing histories, purchasing preferences, and other user-generated information can be clearly identified and distinguished from other contractual objects. Consequently, the determinability requirement that characterizes a valid object of Performance can be satisfied within digital contractual arrangements involving Personal Data.

Furthermore, Personal Data also satisfies the requirement of practical executability. Unlike contractual objects that may be impossible to perform due to physical or legal limitations, the granting of access to Personal Data can be effectively carried out through digital systems that facilitate data collection, storage, processing, and transmission. The technological infrastructure underpinning contemporary digital services enables Personal Data to be delivered, accessed, and utilized in a manner that is both technically feasible and legally recognizable. Therefore, from the perspective of contractual performance, the provision of Personal Data does not encounter the impossibility concerns that traditionally invalidate an obligation under the law of obligations.

The legal qualification of Personal Data as an object of Performance is further strengthened by its utility for the parties involved. Within the law of obligations, performance exists because it generates a legally relevant benefit for the creditor. In digital contractual relationships, the utility derived from Personal Data is evident in its capacity to support service optimization, personalized content delivery, targeted advertising, fraud prevention mechanisms, and the development of innovative digital products. These functions demonstrate that Personal Data is not merely incidental information accompanying a contractual relationship but rather a valuable resource that directly contributes to the realization of the platform's commercial objectives. The existence of such utility reinforces the argument that Personal Data possesses the functional characteristics commonly associated with objects of Performance.

The emergence of digital platforms demonstrates how Personal Data functions within reciprocal contractual exchanges. Users provide Personal Data in exchange for access to digital services, while platforms obtain access to economically valuable data. Although no monetary payment is involved, both parties receive measurable benefits, creating a reciprocal relationship consistent with the characteristics of synallagmatic contracts. This supports the view that Personal Data may constitute part of the contractual Performance exchanged between the parties.

Moreover, recognizing Personal Data as an object of Performance does not necessarily imply commodifying human personality or transforming privacy rights into transferable commercial property. Such recognition merely acknowledges the practical reality that users grant legally significant access and utilization rights over their Personal Data within contractual relationships. The object of Performance is therefore not the individual personality embodied in the data, but the limited authorization granted by the data subject to process and utilize that data for specified purposes. This distinction is crucial because it enables the law of obligations to accommodate digital economic practices while simultaneously preserving the fundamental principles of personal autonomy and privacy protection.

A comparative perspective further supports this interpretation. The European Union has acknowledged the economic role of Personal Data in digital contractual relationships through Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services. The Directive applies not only where consumers pay a monetary price but also where they provide Personal Data in exchange for digital content or digital services, provided that such data are processed beyond what is strictly necessary for supplying the service. Although the Directive does not classify Personal Data as property, it recognizes that Personal Data may function as a form of contractual counter-performance. By contrast, Indonesian law, particularly the Civil Code and the Personal Data Protection Law, has not yet explicitly recognized Personal Data as an object of contractual Performance. This comparative development strengthens the argument that the Indonesian Law of Obligations may be interpreted dynamically to accommodate the economic function of Personal Data while preserving the data subject's privacy rights.

From a comparative perspective, contemporary legal developments increasingly recognize that digital transactions often involve exchanges that extend beyond traditional monetary consideration. Modern digital services operate within ecosystems where data constitutes a critical economic resource. Consequently, various legal scholars have argued that contractual analysis should focus on the existence of reciprocal economic value rather than on the specific form through which that value is exchanged. Applying this reasoning to Indonesian law suggests that the provision of Personal Data may legitimately be interpreted as a form of Performance insofar as it generates identifiable benefits and forms part of a reciprocal contractual arrangement between users and digital service providers.

In addition, the recognition of Personal Data as an object of Performance contributes to greater legal certainty in digital contractual relationships. Without a clear conceptual framework, the legal status of user-provided data remains ambiguous, potentially creating uncertainty regarding the rights and obligations of the parties. By acknowledging that the granting of access and utilization rights over Personal Data may constitute a form of contractual performance, the law can more accurately determine the scope of obligations assumed by digital service providers, including duties relating to lawful processing, transparency, data security, and compliance with the purposes communicated to users. Such recognition therefore serves not only theoretical objectives but also practical needs arising from the rapid expansion of digital economic activities.

Based on the foregoing analysis, it is understood that Indonesian positive law has not yet explicitly regulated Personal Data as an object of Performance. However, the evolution of digital transactions demonstrates that Personal Data has become an object possessing economic value and forming part of value-exchanges in contractual relationships. Considering that the nature of Performance is not invariably confined to tangible objects, and given that the characteristics of Personal Data yield utility and can serve as an object of obligations for the parties, there exists an argumentative foundation to qualify the granting of access and utilization rights over Personal Data as a form of Performance in digital contracts. Such qualification must naturally be approached with caution, continuously upholding the data subject's right to privacy and the principles of personal data protection as stipulated under the PDP Law.

The foregoing analysis demonstrates that recognizing Personal Data as an object of contractual performance should not be understood merely as an expanded interpretation of Article 1234 of the Indonesian Civil Code. Rather, it requires a conceptual reconstruction of the doctrine of contractual performance. The proposed reconstruction maintains the classical categories of performance while broadening the concept of the object of performance to encompass legally controllable and economically valuable digital assets. Within this framework, the object of performance is not the transfer of ownership over Personal Data, but

the granting of limited access and utilization rights based on the informed consent of the data subject. Accordingly, Personal Data functions as a lawful form of non-monetary contractual performance without eliminating the data subject's continuing privacy rights under the Personal Data Protection Law.

Accordingly, the reconstructed concept recognizes that the object of contractual performance under Indonesian law may include not only goods, money, and services, but also legally controllable and economically valuable digital assets in the form of limited access and utilization rights over Personal Data, provided that the data subject's ownership and privacy rights remain protected under the Personal Data Protection Law.

### **Legal Status as Consideration**

Normatively, Indonesian positive law has not qualified Personal Data as property or proprietary rights that can be transferred like objects under property law. On the contrary, the PDP Law positions Personal Data as an object inherently attached to the data subject, which must be processed based on valid consent. Through the regulation of data subject rights—such as the right to obtain information, access, rectify, restrict processing, and withdraw consent—the PDP Law demonstrates that control over Personal Data remains with the data owner, even after such data has been provided to digital service providers. Thus, the resulting legal relationship does not constitute an absolute transfer of data ownership, but rather the granting of permission for data utilization within agreed limits (Sirait 2020). Consequently, Personal Data within digital contracts does not function as an object whose ownership is transferred, but rather as an object that grants access and utilization rights to service providers based on the consent of the data subject, who retains control over said data.

In digital contract practices, Personal Data provided by users often serves as a prerequisite for gaining access to services provided by platforms. Under these conditions, Personal Data possesses an economic function because it can be processed for service personalization, consumer behavior analysis, digital marketing, and the development of data-driven business models. Therefore, even if users do not make monetary payments, a contractual exchange of interests occurs between the user and the platform. The user receives the benefit of accessing digital services, while the platform acquires the right to access and utilize Personal Data in accordance with the consent provided. This phenomenon indicates that Personal Data holds the status of a digital asset with economic value within modern contractual relationships (Widjaja 2026).

Property laws notwithstanding, the legal standing of Personal Data within digital contracts cannot be equated with ordinary objects of sale and purchase. Personal Data consistently retains a privacy right dimension inherent to the individual, meaning its utilization is restricted by the principles of personal data protection. Consequently, the actual object of exchange within a digital contract is not the ownership of Personal Data, but rather the access rights, processing rights, or utilization rights over Personal Data granted by the user to the platform within a specific scope. This approach aligns with the core character of the PDP Law, which establishes consent as the basis of legitimacy for data processing, rather than as a mechanism for transferring ownership rights over Personal Data (Sirait 2020). This construct demonstrates that the legal standing of Personal Data within digital contracts occupies a unique position—namely, as an object that can be utilized based on the data subject's consent without extinguishing the rights and control that remain inherently attached to its owner.

From the perspective of the Law of Obligations, the status of Personal Data provided by users is more accurately understood as an object of Performance in the form of granting access and utilization rights over Personal Data, rather than as property whose ownership is transferred to the platform. Consequently, the legal relationship formed constitutes a reciprocal contractual relationship, wherein the user grants the utilization rights over Personal Data, while the

platform provides digital services as counter-performance. This construct allows Personal Data to be viewed as part of the object of the Obligation that possesses economic value, while remaining firmly within the corridor of privacy rights protection as mandated by the PDP Law (Widjaja 2026).

The growth of the digital economy has transformed the perception of Personal Data from mere information inherent to an individual into an asset of high economic value. Within digital platform business models, user data serves as a resource utilized to generate various economic profits through service personalization, consumer behavior analysis, and the development of data-driven marketing strategies. This phenomenon demonstrates that Personal Data possesses a tangible economic function within the relationship between users and digital service providers, meaning its existence can no longer be understood solely through the prism of privacy protection, but also as a component of the value exchanged in digital transactions (Rahman 2021). Accordingly, Personal Data functions not only as an object protected by law but also as a digital asset with economic value that acts as an instrument of exchange within the contractual relationship between users and digital service providers.

From the perspective of modern contract law, the exchange of value is not invariably manifested in the form of monetary payment. In certain digital services, users gain access to platforms without paying subscription fees, yet consequently grant the service provider access to collect and process their Personal Data. This phenomenon illustrates a form of non-monetary counter-performance that generates a reciprocal relationship between the parties. Therefore, Personal Data can be understood as an element with an economic function within contractual relationships, even though its mode of utilization diverges from conventional objects of Performance recognized in the classical Law of Obligations (Hosnah et al. 2025).

One important implication of recognizing Personal Data as a form of consideration is the transformation of the traditional understanding of value exchange within contractual relationships. Classical contract law generally assumes that consideration or counter-performance is manifested through monetary payment, delivery of goods, or the performance of services. However, developments in the digital economy demonstrate that economic value can also be generated through access to information and data resources. In this context, Personal Data serves as a form of digital value that enables platform providers to generate revenue through advertising systems, algorithmic personalization, consumer profiling, and data analytics. Consequently, the contractual relationship between users and digital platforms should not be viewed as a gratuitous arrangement merely because no monetary payment is made by the user. Rather, the provision of Personal Data represents a form of economic contribution that supports the sustainability of the digital business model and therefore constitutes an element of contractual exchange.

Furthermore, the characterization of Personal Data as consideration does not necessarily imply that the data subject relinquishes all rights over the data provided. Unlike conventional contractual objects that may be transferred permanently to another party, Personal Data remains subject to ongoing legal control by the data subject. The PDP Law recognizes various rights that continue to exist throughout the data processing lifecycle, including the right to access information concerning processing activities, the right to request correction of inaccurate data, and the right to withdraw consent under certain circumstances. These continuing rights distinguish Personal Data from ordinary proprietary assets and support the argument that the legal relationship established through digital contracts is more accurately characterized as a limited authorization for data utilization rather than a transfer of ownership.

This distinction is particularly significant in determining the legal consequences arising from contractual breaches involving Personal Data. If Personal Data were treated as ordinary property transferred to a platform, the legal relationship would terminate once ownership had passed to the recipient. However, because control remains attached to the data subject, digital

service providers continue to bear legal obligations regarding lawful processing, data security, confidentiality, and compliance with the purposes originally communicated to the user. Consequently, the contractual exchange involving Personal Data generates continuing obligations that extend beyond the initial act of data disclosure. The existence of these ongoing obligations further reinforces the unique legal status of Personal Data within modern contractual arrangements.

A comparative perspective also supports this understanding. Recent developments in digital contract regulation have increasingly acknowledged that consumers may provide Personal Data in exchange for access to digital content and services. The emergence of the concept of "data as counter-performance" reflects a growing recognition that economic exchanges in the digital environment are not always conducted through monetary payment. Although Indonesian law has not yet expressly adopted such terminology, the practical realities of digital transactions reveal a similar pattern of reciprocal exchange. Therefore, interpreting Personal Data as a form of non-monetary counter-performance is consistent with contemporary developments in digital commerce and provides a more accurate legal framework for understanding contractual relationships between users and platform providers.

From a theoretical standpoint, recognizing Personal Data as consideration also contributes to the modernization of the Indonesian Law of Obligations. The classical doctrine of performance was developed in an era when economic exchanges predominantly involved tangible goods and monetary payments. The emergence of data-driven business models challenges these traditional assumptions and necessitates a broader interpretation of contractual value. By acknowledging that Personal Data may function as a legally relevant form of counter-performance, the law of obligations can remain responsive to technological developments while continuing to uphold the fundamental principles of consent, fairness, and legal certainty. Such an interpretation does not alter the protected nature of Personal Data but rather accommodates the evolving forms of value exchange that characterize the contemporary digital economy.

Nonetheless, the inherent economic value of Personal Data does not automatically strip away its characteristics as a component of individual privacy rights. Distinct from property whose ownership can be fully transferred, Personal Data remains under the control of the data subject through various rights guaranteed by the PDP Law, including the right to withdraw consent and request the cessation of data processing. Consequently, the legal relationship arising in digital contracts is more accurately understood as the limited granting of access and utilization rights over Personal Data to the platform, rather than a transfer of ownership rights over said data. This construct enables Personal Data to maintain an economic function within contractual relationships without dismantling the legal protection inherent to the data subject (Sirait 2020). Therefore, the legal standing of Personal Data within digital contracts is more appropriately understood as an object that provides utilization rights to the platform based on the data subject's consent, without extinguishing the rights that remain inherently attached to the data owner.

## CONCLUSION

In addressing the conceptual reconstruction of the object of obligations in Indonesia, this study demonstrates that the granting of access, permission, and limited utilization rights over Personal Data may be qualified as a valid object of Performance within digital contracts. Although Article 1234 of the Indonesian Civil Code has traditionally been interpreted through a property-oriented perspective, the findings show that Personal Data satisfies the doctrinal requirements of contractual Performance because it is determinable, feasible to perform, economically valuable, and legally valid when processed based on the data subject's lawful consent. Furthermore, this study establishes that Personal Data provided by users constitutes a

legitimate form of non-monetary counter-performance within reciprocal digital contractual relationships. Such qualification does not imply the transfer of ownership over Personal Data, but rather the granting of limited rights of access and utilization, while the data subject retains the rights guaranteed under the Personal Data Protection Law.

Theoretically, this study contributes to the development of Indonesian contract law by reconstructing the classical concept of the object of Performance to accommodate data-driven digital transactions without departing from the fundamental principles of the law of obligations. It also offers a doctrinal framework that reconciles the economic function of Personal Data with the protection of privacy rights, thereby enriching contemporary scholarship on digital contracts. Practically, the proposed conceptual reconstruction may serve as a normative reference for future legislative reforms concerning digital contracts, provide guidance for courts in resolving contractual disputes involving Personal Data, and assist digital service providers in designing contractual arrangements that recognize Personal Data as contractual counter-performance while ensuring compliance with the Personal Data Protection Law.

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