



Legal Risks in Co-Working Spaces and Consumer Protection Challenges in Custody Agreements and Cybersecurity

Amelia Firdausa Duana^{1*}, Septian Oloan Sihombing¹, Ashari¹, Hetiyasari¹

¹ Faculty of Law, Wahid Hasyim University, Semarang, Indonesia

*Corresponding author: mhsmbunwahas1@gmail.com

Abstract. This study examines the legal challenges and gaps in consumer protection related to custody agreements in co-working spaces in Indonesia. With the growing popularity of co-working spaces, consumers face significant issues such as the burden of proof in cases of lost or stolen items, unreasonably low compensation limits, and a lack of awareness about their legal rights. Existing legal frameworks, including Law No. 8/1999 on Consumer Protection (UUPK) and the Indonesian Civil Code (KUHPdata), provide basic consumer rights but fail to address emerging risks such as cybersecurity threats, data protection, and complex service contracts in the co-working space context. Through a normative legal research methodology, this study analyzes the adequacy of current laws and proposes specific reforms to enhance consumer protection. It recommends updates to the UUPK, including clear guidelines on physical and digital security, consumer contract transparency, and liability for loss or damage, particularly concerning digital goods. The study also suggests strengthening dispute resolution mechanisms, incorporating modern technologies like biometric identification and blockchain for improved security and transparency, and establishing industry-wide standards. Lastly, it emphasizes the importance of consumer education and advocacy to ensure that users are aware of their rights. By implementing these recommendations, Indonesia can ensure a more secure and equitable co-working space environment.

Keywords: Co-working spaces, consumer protection, custody agreements, cybersecurity, Indonesian law.

Received: July 25, 2024 | Revised: September 25, 2024 | Accepted: November 25, 2024



Abstrak. *Studi ini mengkaji tantangan dan kesenjangan hukum dalam perlindungan konsumen terkait perjanjian hak asuh di ruang kerja bersama di Indonesia. Dengan semakin populernya ruang kerja bersama, konsumen menghadapi berbagai masalah penting seperti beban pembuktian dalam kasus barang hilang atau dicuri, batasan kompensasi yang terlalu rendah, dan kurangnya kesadaran tentang hak-hak hukum mereka. Kerangka hukum yang ada, termasuk Undang-Undang No. 8/1999 tentang Perlindungan Konsumen (UUPK) dan Kitab Undang-Undang Hukum Perdata (KUHPerdata), memberikan hak-hak dasar konsumen tetapi gagal mengatasi risiko yang muncul seperti ancaman keamanan siber, perlindungan data, dan kontrak layanan yang rumit dalam konteks ruang kerja bersama. Melalui metodologi penelitian hukum normatif, studi ini menganalisis kecukupan undang-undang saat ini dan mengusulkan reformasi khusus untuk meningkatkan perlindungan konsumen. Studi ini merekomendasikan pembaruan UUPK, termasuk pedoman yang jelas tentang keamanan fisik dan digital, transparansi kontrak konsumen, dan tanggung jawab atas kehilangan atau kerusakan, khususnya yang menyangkut barang-barang digital. Studi ini juga menyarankan penguatan mekanisme penyelesaian sengketa, menggabungkan teknologi modern seperti identifikasi biometrik dan blockchain untuk meningkatkan keamanan dan transparansi, dan menetapkan standar di seluruh industri. Terakhir, laporan ini menekankan pentingnya edukasi dan advokasi konsumen untuk memastikan bahwa pengguna menyadari hak-hak mereka. Dengan menerapkan rekomendasi ini, Indonesia dapat memastikan lingkungan ruang kerja bersama yang lebih aman dan adil.*

Kata kunci: Ruang kerja bersama, perlindungan konsumen, perjanjian hak asuh, keamanan siber, hukum Indonesia.

1. Introduction

In recent years, the global economy has undergone significant transformation, leading to shifts in work culture and the utilization of shared spaces. The rise of co-working spaces and shared offices has provided professionals, freelancers, and entrepreneurs with flexible and cost-effective working environments.¹ However, these spaces come with inherent risks, particularly concerning the safekeeping of personal belongings. Unlike traditional offices with dedicated security measures, co-working spaces operate under a communal setting, where responsibility for personal item security is often ambiguous.² The lack of clear policies on lost or stolen personal items, theft in communal storage areas, and cybersecurity risks associated with digital safekeeping has raised concerns among consumers.

In Indonesia, co-working spaces have grown in popularity, yet regulations governing their operations remain underdeveloped.³ This regulatory gap presents potential risks to consumers, particularly regarding the protection of personal belongings.⁴ Although users are generally expected to safeguard their own property, legal uncertainties arise in situations where losses occur due to negligence or lack of adequate security measures by the service providers. The absence of explicit regulations on liability in co-working spaces creates a gray area, leaving consumers vulnerable to financial and material losses. Additionally, the digital nature of work in these spaces further complicates security concerns, as sensitive information and digital assets are also at risk.⁵

The legal landscape governing consumer protection in Indonesia provides some general safeguards for individuals using co-working spaces.⁶ Law No. 8 of

¹ Imam Lukito, "Tantangan Hukum dan Peran Pemerintah dalam Pembangunan E-Commerce," *Jurnal Ilmiah Kebijakan Hukum* 11, no. 3 (2017): 356. See also, Muhamad Ammar Muhtadi and Sahrul Sahrul, "Hukum perlindungan konsumen dan etika bisnis di era teknologi kecerdasan buatan: Perlindungan pengguna dan tanggung jawab perusahaan," *Jurnal Hukum dan HAM Wara Sains* 2, no. 09 (2023): 929.

² Junaidi, Pujiono Pujiono, and Rozlinda Mohamed Fadzil, "Legal Reform of Artificial Intelligence's Liability to Personal Data Perspectives of Progressive Legal Theory," *Journal of Law and Legal Reform* 5, no. 2 (2024) 589.

³ Christopher G. Bradley, "The consumer protection ecosystem: Law, Norms, and technology," *Denver Law Review* 97 no. 2, (2019): 37. See also, Yuyut Prayuti, "Dinamika perlindungan hukum konsumen di era digital: Analisis hukum terhadap praktik e-commerce dan perlindungan data konsumen di Indonesia," *Jurnal Interpretasi Hukum* 5, no. 1 (2024): 908.

⁴ Zawil Fadhli, Sri Walny Rahayu, and Iskandar A. Gani, "Perlindungan Data Pribadi Konsumen Pada Transaksi Paylater," *Jurnal Hukum Magnum Opus* 5, no. 1 (2022): 121.

⁵ J. Babayev, "Safeguarding Consumer Rights in the Digital Age: Challenges and Strategies," *Uzbek Journal of Law and Digital Policy* 1, no. 1 (2023): 126.

⁶ Irsan Rahman, Riezka Eka Mayasari, and Tia Nurapriyanti, "Hukum Perlindungan Konsumen di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen dalam

1999 on Consumer Protection (UUPK) guarantees consumers' rights to comfort, security, and safety when consuming goods and services, as outlined in Article 4. Furthermore, the Civil Code (KUH Perdata) Article 1706 establishes that custodians must safeguard entrusted goods with the same diligence as their own.⁷ However, enforcement of these protections remains challenging due to the informal nature of many co-working arrangements and the prevalence of standard contract clauses that often limit the liability of service providers.⁸

One of the critical concerns in custody agreements within co-working spaces is the inclusion of unfair standard clauses that absolve operators from any responsibility in the event of loss or theft. Article 18 of UUPK explicitly prohibits such clauses that limit consumer rights. Despite this provision, many co-working spaces incorporate disclaimers into their terms of service, shifting the burden of security entirely onto consumers.⁹ This creates an imbalance in power dynamics, as consumers often have little leverage to negotiate fair terms within these agreements.

Consumers using co-working spaces face multiple legal challenges related to custody agreements. Firstly, the burden of proof in cases of lost or stolen items often falls upon the consumer, who must demonstrate negligence on the part of the service provider. This is particularly difficult in shared environments where multiple individuals have access to the premises. Secondly, even when compensation mechanisms exist, some service providers set unreasonably low compensation limits, failing to account for the true value of stored goods. These limitations can result in financial losses for consumers, especially those working with expensive equipment such as laptops, cameras, or confidential business documents.¹⁰

Another pressing issue is consumer awareness and legal enforcement. Many co-working space users are unaware of their legal rights, leading them to accept unfair contract terms without question. This lack of awareness hinders their ability

Lingkungan Perdagangan Digital," *Jurnal Hukum Dan HAM Wara Sains* 2, no. 08 (2023): 683-691. See also, Wiwik Sri Widiarty and Aartje Tehupeiory, "The Role Of Business Law In Improving Consumer Protection In The Digital Age," *Journal of Law and Sustainable Development* 12, no. 2 (2024): 11.

⁷ M. Adnan Lira, Andika Prawira Buana, and Moch Andry Wikra Wardhana Mamonto, "Consumer Legal Protection Related to Goods Storage Agreements in Shopping Centers in Realizing Justice," *Jurnal IUS Kajian Hukum dan Keadilan* 12, no. 1 (2024): 239.

⁸ Wiwik Sri Widiarty and Md Hasnath Kabir Fahim, "Institutional Roles and Mechanisms in Upholding Legal Protection Under Consumer Protection Law in the Era of Globalization," *Jurnal Hukum UNISSULA* 40, no. 2 (2024): 143.

⁹ Yeni Ratnasari and Anis Mashdurohatun, "Strengthening Legal Protection for Construction Service Providers Amid Corruption and Legal Uncertainty," *Research Horizon* 5, no. 2 (2025): 6.

¹⁰ Haris Satrio Dana et al., "Perlindungan konsumen Dalam Perdagangan Elektronik (e-commerce)," *Jurnal Kajian Hukum dan Pendidikan Kewarganegaraan*, 1, no. 1 (2024): 84.

to seek redress in cases of loss or damage.¹¹ Additionally, weak enforcement of consumer protection laws further exacerbates the problem, as regulatory bodies may not actively monitor compliance within the co-working space industry.

This study seeks to examine the extent to which existing laws protect consumers in custody agreements within co-working spaces. By analyzing relevant legal frameworks and identifying potential gaps, the research aims to propose policy measures that strengthen consumer protection. Specifically, the study will address the following key questions:

1. How does existing Indonesian law safeguard consumers in co-working space custody agreements?
2. What legal and policy measures can be introduced to enhance consumer protection in these agreements?

2. Research Methods

This study employs a normative legal research methodology, focusing on statutory and conceptual analyses to explore the legal risks associated with co-working spaces, particularly in relation to consumer protection within custody agreements and cybersecurity. The research aims to assess the adequacy of current legal frameworks and recommend improvements to enhance consumer rights and security in shared work environments.

The approach used in this study combines statutory and conceptual methods to analyze relevant laws, doctrines, and legal principles. It specifically examines the obligations of service providers and the rights of consumers under Indonesian law, focusing on how these laws apply in the context of co-working spaces and custody agreements. The primary legal sources considered in this research include Law No. 8/1999 on Consumer Protection, which is key to establishing consumer rights, including security and protection in service agreements. Additionally, the Indonesian Civil Code, specifically Article 1706, is examined, as it governs custody agreements and defines the custodian's obligations. The study also takes into account other relevant regulations concerning cybersecurity, digital safekeeping, and consumer contracts in co-working spaces, which are increasingly important in the digital age.

In addition to primary legal sources, the research draws on secondary sources such as legal journals and academic books, which provide scholarly insights into consumer protection and liability issues related to custody agreements. These sources contribute to a deeper understanding of the theoretical and practical

¹¹ Rashaun Prasad, "Cyber borderlines: exploring the interplay between E-commerce and international trade law," *Studies in Law and Justice* 2, no. 4 (2023): 5.

implications of these legal frameworks. Furthermore, case law analysis is an important component of the study, as it reviews judicial interpretations of custody agreements and liability disputes, offering valuable insights into how courts have addressed these issues in practice. To analyze the data, a descriptive analysis method is employed. This approach allows for a detailed interpretation of legal texts, case law, and scholarly literature, providing a comprehensive understanding of the legal risks involved in co-working spaces. The descriptive analysis helps identify potential gaps in the current legal frameworks and suggests regulatory measures to strengthen consumer protection in shared work environments.

3. Results and Discussion

3.1. Legal Safeguards for Consumers in Co-working Space Custody Agreements

In the context of co-working spaces in Indonesia, consumer protection in custody agreements is primarily governed by two key legal frameworks: Law No. 8 of 1999 on Consumer Protection (UUPK) and the Indonesian Civil Code (KUHPerdota). These laws establish various protections for consumers, particularly in situations where businesses offer services involving the storage or safeguarding of goods, such as in co-working spaces that may include personal or business item storage.¹²

The Consumer Protection Law (UUPK), particularly in its Article 4, provides fundamental consumer rights, including guarantees for security, safety, and access to clear and honest information regarding services provided.¹³ This law aims to safeguard consumers from unfair practices, ensuring that they are informed about their rights, the terms of service, and any potential risks involved in agreements such as custody agreements within co-working spaces. The UUPK also establishes a framework to ensure that businesses are held accountable for providing secure environments for goods and services, an issue directly relevant to co-working spaces offering storage facilities for members.¹⁴

In the case of custody agreements, consumers benefit from several important protections under the Civil Code (KUHPerdota), specifically Article 1706, which governs the relationship between a custodian and the person who entrusts goods

¹² Silfiyana Salsabillah and Hardian Iskandar, "Tanggung Jawab Perusahaan Ekspedisi Atas Kerusakan Dalam Pengiriman Barang (Studi Kasus Shopee Express)," *UNES Law Review* 6, no. 1 (2023): 3423.

¹³ Timothy Sitinjak, Hisar Siregar, and Roida Nababan, "Tanggungjawab Pihak Pengelola Usaha dalam Perjanjian Penitipan Barang Berdasarkan Kitab Undang-Undang Hukum Perdata," *Jurnal Hukum PATIK* 6 (2017): 21.

¹⁴ Lira, Buana, and Mamonto, "Consumer Legal Protection," 241.

for safekeeping. This article outlines the obligations of the custodian to protect the goods entrusted to them, including the responsibility to ensure that the stored items are safe from damage, theft, or loss. For consumers in co-working spaces, this implies that the service providers must take all reasonable measures to ensure the security of the items stored, both physically and digitally. It emphasizes the importance of secure storage, including the use of appropriate facilities, systems, and procedures to guarantee the protection of goods in custody.¹⁵

Under the UUPK, the rights of consumers in custody agreements within co-working spaces are comprehensive. First and foremost, consumers are entitled to a right to security and safety when storing goods. Co-working spaces, as custodians, are legally obligated to provide adequate measures for the security of these goods. This includes physical security such as CCTV surveillance, secure storage areas, and well-trained personnel who understand how to handle and protect the stored items. Furthermore, the UUPK guarantees consumers the right to clear, honest, and correct information about the terms and conditions of the custody service.¹⁶ This encompasses detailed descriptions of the storage terms, the fees involved, and the liability of the service provider in the event of loss or damage to the stored goods.

In terms of liability, the UUPK provides a strong consumer protection framework. Article 19 of the UUPK mandates that businesses must compensate consumers for any loss or damage to the goods entrusted to them. For co-working spaces offering custody services, this means that if a member's property is lost, stolen, or damaged while in the custody of the service provider, the business is legally obligated to provide compensation. Additionally, Article 28 introduces a critical provision of reverse burden of proof, which shifts the responsibility onto the business to prove that it was not negligent in handling the goods. This is particularly significant in the context of co-working spaces, where the nature of shared environments and interactions between numerous members increases the risk of disputes regarding liability.

The UUPK also plays an important role in regulating the standard clauses in consumer contracts. Article 18 of the law prohibits businesses from including clauses in their contracts that seek to exempt them from liability for lost or damaged goods. This ensures that the custody service provider cannot absolve itself of responsibility for mishandling or negligence, thereby protecting the

¹⁵ Muhammad Noor Ridani, Muhammad Syarif Hidayatullah, and Fuad Luthfi, "The Relationship between Business Actors and Consumers According to the Review of Electronic Transaction Law," *JUSTICES: Journal of Law* 3, no. 2 (2024): 115. See also, Sutan Pinayungan Siregar, "Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen," *Journal of Law, Administration, and Social Science* 4, no. 2 (2024): 230.

¹⁶ Rahman, Mayasari, and Nurapriyanti, "Hukum Perlindungan Konsumen di Era E-Commerce", 689.

consumer's right to seek redress in case of harm. By eliminating such clauses, the law ensures a more balanced relationship between businesses and consumers in co-working space arrangements.

When disputes arise between consumers and service providers, the UUPK provides a mechanism for dispute resolution.¹⁷ Article 45 of the law gives consumers the right to resolve conflicts through the courts or through alternative means such as the Consumer Dispute Settlement Body (BPSK). BPSK offers a quicker, more affordable alternative to court, facilitating mediation, conciliation, or arbitration to settle disputes. This is particularly beneficial for consumers in co-working spaces, where issues such as lost or damaged items may need to be resolved swiftly to maintain trust between the service provider and its members.

Finally, supervision and law enforcement under the UUPK are designed to ensure that businesses comply with consumer protection regulations. Article 30 empowers the government, consumer organizations, and the public to monitor businesses' adherence to consumer protection laws. In cases of non-compliance, Articles 60-62 specify penalties, including administrative fines of up to Rp 200 million or criminal sanctions. These provisions serve as a deterrent against violations of consumer rights, providing an additional layer of security for consumers in co-working spaces.¹⁸

While the legal safeguards provided by the UUPK and the Civil Code offer a solid foundation for consumer protection in custody agreements within co-working spaces, there are potential areas for improvement. As co-working spaces evolve to meet the needs of increasingly digital and interconnected business environments, there may be a growing need for more specific regulations addressing the security of digital goods and information. However, the current framework provides a relatively strong consumer protection structure, ensuring that service providers in co-working spaces are held accountable for the security and proper handling of consumer property.

3.2. Gaps in Consumer Protection in Custody Agreements within Co-working Spaces

While Indonesian laws, including Law No. 8 of 1999 on Consumer Protection (UUPK) and the Civil Code (KUHPPerdata), provide a foundational framework for consumer protection, there remain notable gaps when applied specifically to custody agreements within co-working spaces. These gaps primarily emerge in the areas of cybersecurity, digital safekeeping, ambiguities in consumer contracts, and

¹⁷ Abdul Samad, "Consumer Dispute Resolution By BPSK In Protecting Consumer Rights," *International Asia Of Law and Money Laundering (LAML)* 1, no. 2 (2022): 139.

¹⁸ Jaenudin Umar, Endang Sutrisno, and Abdullah Abdullah, "The Dispute Settlement for Consumer Protection by The Consumer Dispute Settlement Agency in Legal Assurance Perspective," *JPH* 10, no. 1 (2023): 59.

the evolving nature of co-working space services. A closer examination reveals areas where the current legal framework is insufficient in safeguarding consumers, highlighting the need for regulatory updates and enhanced enforcement mechanisms.¹⁹

One of the most pressing gaps is the protection of consumers' digital goods. Co-working spaces, increasingly popular for both physical and virtual business operations, offer services that include the digital storage of business files, sensitive documents, and intellectual property. However, Indonesian consumer protection laws do not specifically address the risks associated with digital safekeeping. The UUPK and KUHPperdata provide for physical goods storage and the liability of service providers in cases of damage or loss. However, these laws are not sufficiently equipped to deal with emerging issues such as data breaches, hacking, or the loss of digital assets. The lack of clarity regarding the liability of businesses in the digital sphere makes it difficult for consumers to hold service providers accountable for the loss or theft of intangible assets stored in digital environments. As businesses increasingly rely on digital tools, the cybersecurity aspect of custody agreements becomes paramount.²⁰ The absence of specific provisions on data security, encryption, and safeguards against cyber-attacks means that consumers' rights to secure storage of digital files are not adequately protected. For example, a co-working space may store a client's digital files without taking sufficient measures to ensure that these are protected from unauthorized access or cyber threats. The current legal framework lacks the necessary mechanisms to address these vulnerabilities, leaving consumers exposed to risks that are not explicitly covered under the UUPK or the Civil Code.

Moreover, consumer contracts in co-working spaces often contain complex clauses, many of which consumers may not fully understand. While Article 18 of the UUPK prohibits businesses from including clauses that exempt them from liability for lost or damaged goods, this provision focuses primarily on physical goods. The growing trend of digital storage and the increasing complexity of service contracts in co-working spaces require clear and transparent terms regarding digital assets, security responsibilities, and liabilities in the case of a breach. In practice, many consumers may not be aware of these risks because of ambiguous or poorly explained contract terms. This represents a significant gap in consumer protection, where businesses are not required to provide sufficiently

¹⁹ Wenette Jacobs, Philip N. Stoop, and René Van Niekerk, "Fundamental consumer rights under the Consumer Protection Act 68 of 2008: A critical overview and analysis," *Potchefstroom Electronic Law Journal/Potchefstroomse Elektroniese Regsblad* 13, no. 3 (2010): 35.

²⁰ Nan Xue, "Research on Issues and Strategies of International Trade Law under the Background of the Rapid Development of Cross-Border E-Commerce," *Science of Law Journal* 3, no. 8 (2024): 37.

clear, accessible, and detailed information on the full extent of their obligations, especially regarding digital security.

Liability issues also present a challenge in this context. While the UUPK outlines that businesses must compensate consumers for loss or damage to stored goods and provides for a reverse burden of proof in cases of negligence, this only applies to tangible property. The extension of these liability provisions to cover digital goods remains unclear. Moreover, Article 28 of the UUPK, which shifts the burden of proof to the business in cases of negligence, may not be fully applicable in digital storage cases, where tracking and proving negligence are more complex. This lack of legal clarity hampers consumers' ability to secure proper redress for digital goods that may be lost due to a breach in security or negligence on the part of the service provider.

In terms of dispute resolution, while Article 45 of the UUPK provides a pathway for consumers to resolve issues through the courts or the Consumer Dispute Settlement Body (BPSK), the existing infrastructure may not be well-equipped to handle the increasing volume and complexity of disputes arising from digital and physical storage arrangements. The BPSK offers a faster, cost-effective alternative to traditional legal channels, but its capacity to deal with sophisticated digital disputes is limited. This issue is compounded by the increasing number of online platforms and remote services that co-working spaces offer, which complicates dispute resolution and raises concerns about the enforcement of consumer rights.

Furthermore, the lack of standardized custody agreements poses another significant challenge. While the law requires businesses to provide clear terms and conditions, the diversity of co-working space models means that agreements can vary significantly from one provider to another. There is no clear legal framework mandating standard terms for custody services in co-working spaces, especially regarding the protection of digital assets, which could lead to confusion and unequal treatment of consumers. Standardized agreements would help ensure consistency in the protection of consumer rights, providing clear definitions of liabilities, security protocols, and compensation mechanisms.

To address these gaps, several reforms could be considered. The Consumer Protection Law (UUPK) should be updated to include specific provisions for digital goods and cybersecurity within custody agreements, ensuring that co-working spaces are legally obligated to secure both physical and digital assets. This update would include clearer guidelines on data protection, encryption, and breach notification procedures. Additionally, the law should mandate that all co-working spaces providing custody services offer transparent, standardized contracts that clearly outline the scope of liability and the specific security measures in place.

Regulatory bodies like the National Consumer Protection Agency (BPKN) should be empowered to oversee the standardization of custody agreements and

ensure that businesses comply with the updated legal framework. Consumer education campaigns could help raise awareness about the potential risks involved in custody agreements, particularly in terms of digital storage and the fine print of service contracts.

Finally, technology adoption, such as the use of biometric identification for the retrieval of goods and blockchain technology for transparent tracking, could enhance both the security and transparency of custody services. These innovations would provide consumers with greater peace of mind and facilitate more effective dispute resolution in cases of loss or damage. This showed that Indonesian consumer protection laws offer a basic framework for safeguarding consumers in custody agreements, but substantial gaps remain, particularly in relation to digital safekeeping and cybersecurity.

3.3. Legal and Policy Measures to Enhance Consumer Protection in Co-working Space

As the co-working space industry continues to evolve, there is an increasing need for comprehensive legal and policy measures to ensure robust consumer protection in this shared working environment. The rapid growth of co-working spaces introduces new challenges, particularly with regards to cybersecurity risks, contract transparency, and the protection of personal data. In response to these emerging concerns, it is essential to update existing legal frameworks and policies to safeguard the interests of consumers who utilize these spaces.²¹

Currently, the foundation for consumer protection in Indonesia is established by Law No. 8 of 1999 on Consumer Protection (UUPK) and the Civil Code (KUHPPerdata). UUPK guarantees key consumer rights, such as security, safety, and access to clear information about services, as outlined in Article 4. However, the law does not adequately address the specific challenges faced by consumers in co-working spaces, such as the protection of data, liability for breaches of contract, and the risks associated with shared work environments. Therefore, there is a pressing need to revise UUPK to include specific provisions tailored to the co-working space sector.²² This revision should introduce clear guidelines on security standards, including both physical and digital safeguards, and mandate co-working space providers to implement robust cybersecurity measures. These would include secure networks and encrypted data storage systems, which are crucial for protecting consumers from growing cyber threats. Additionally, the law should ensure that co-working space providers are held accountable for any data breaches,

²¹ Giesela Ruhl, "Consumer Protection in Choice of Law," *Cornell International Law Journal* 44, no. 3 (2011): 589.

²² Iris Benöhr, "The United Nations guidelines for consumer protection: Legal implications and new frontiers," *Journal of consumer policy* 43, no. 1 (2020): 120.

aligning with the stipulations set out in Law No. 27/2022 on Personal Data Protection.

A critical aspect of consumer protection in co-working spaces is the need for transparency in service contracts. Currently, many co-working space agreements are complex and contain ambiguous terms that may not be fully understood by consumers. These contracts often cover essential issues such as access to services, liability, and the management of personal data. To address this, it is vital to require that co-working space providers present terms and conditions in clear and simple language. Contracts should explicitly outline the liabilities of service providers in cases of property loss, damage, or data breaches. In line with the provisions of Article 18 of UUPK, which prohibits businesses from exempting themselves from liability for damages, these contracts should not contain clauses that unfairly absolve providers of responsibility. Furthermore, as co-working contracts often change based on the evolving nature of business models, providers should be required to notify consumers of any changes to terms in writing, ensuring that users are kept informed at all times.

Alongside these legal updates, it is essential to enhance dispute resolution mechanisms. Under UUPK, consumers currently have the option to resolve disputes through courts or the Consumer Dispute Settlement Body (BPSK), as stated in Article 45. However, the current mechanisms may not be agile enough to address the specific disputes that arise in co-working spaces, particularly those relating to data privacy or digital security. Therefore, it is recommended to empower BPSK to handle co-working space disputes more efficiently, potentially by establishing a dedicated division within the body that specializes in issues related to digital privacy, cybersecurity, and contractual conflicts specific to shared workspaces. Additionally, to simplify the dispute resolution process, an online platform for alternative dispute resolution (ODR) should be developed, allowing consumers to resolve conflicts without needing to visit the dispute resolution body in person.²³

Modern technology can play a vital role in improving consumer protection within co-working spaces. The adoption of biometric identification systems could enhance security by ensuring that only authorized users can access sensitive areas, while blockchain technology could be employed to provide transparent, tamper-proof records of user data and service agreements. These technologies can not only increase security but also foster greater transparency in the way service agreements are managed. By utilizing such technologies, co-working space providers can

²³ Howell E. Jackson and Paul Rothstein, “The analysis of benefits in consumer protection regulation,” *Harvard Business Law Review* 9, no. 3 (2019): 201.

ensure that both consumers and businesses have access to clear, immutable records of their interactions, providing peace of mind and enhancing trust.²⁴

Another important step toward strengthening consumer protection is the establishment of industry-wide standards and best practices. These standards should define the responsibilities and liabilities of co-working space providers, ensure transparency in the reporting of lost or damaged property, and require regular safety audits. Co-working space providers who meet or exceed these standards should be incentivized through recognition or other rewards, encouraging them to adopt higher levels of consumer protection. Additionally, providers should be encouraged to offer insurance products that cover potential losses or damages to personal property stored or used within the co-working space. These insurance options should be affordable, easy to claim, and designed to protect consumers from a range of risks, including those related to cyber threats.

To complement these measures, it is essential to improve consumer education. Consumers need to be more informed about their rights and responsibilities when engaging with co-working space providers. Public awareness campaigns should focus on helping consumers understand the terms of their contracts, the importance of safeguarding their personal data, and how to effectively use available complaint mechanisms. Strengthening consumer advocacy groups, such as the Consumer Protection Foundation (*Lembaga Perlindungan Konsumen Swadaya Masyarakat*/LPKSM), will also be crucial in promoting consumer rights and ensuring that these groups can independently monitor compliance with consumer protection laws.

Overall, the findings argue that as the co-working space industry continues to expand and evolve, it is vital that legal and policy measures adapt to the unique risks and challenges posed by this shared work environment. By revising existing laws to better address cybersecurity concerns, promoting transparency in contracts, enhancing dispute resolution mechanisms, and encouraging the use of modern technologies, Indonesia can create a legal framework that provides robust protection for consumers in co-working spaces. These efforts will help ensure that consumers can confidently navigate the complexities of co-working environments, ultimately leading to a safer, more secure, and fairer experience for all involved.

4. Conclusion

The findings showed that consumers using co-working spaces in Indonesia face significant legal challenges related to custody agreements, particularly

²⁴ Juthamas Thirawat, "E-Commerce in ASEAN: An emerging economic superpower and the case for harmonizing consumer protection laws," *South Carolina Journal of International Law and Business* 18, no. 2 (2022): 6.

concerning the burden of proof in cases of lost or stolen items, low compensation limits, and insufficient legal awareness. While existing laws, such as Law No. 8/1999 on Consumer Protection and the Civil Code, provide a foundation for consumer protection, they do not fully address the unique risks posed by the evolving nature of co-working spaces, including digital safekeeping and cybersecurity.

To enhance consumer protection, it is crucial to update existing legal frameworks, incorporating specific provisions for digital goods, cybersecurity measures, and clearer contract terms. Additionally, strengthening dispute resolution mechanisms, promoting consumer education, and establishing industry-wide standards will improve consumer security and transparency. With these changes, Indonesia can ensure a safer, more secure, and fair environment for co-working space consumers, better addressing the modern challenges they face in this shared working space.

References

- Babayev, J. "Safeguarding Consumer Rights in the Digital Age: Challenges and Strategies." *Uzbek Journal of Law and Digital Policy* 1, no. 1 (2023): 123-154.
- Benöhr, Iris. "The United Nations guidelines for consumer protection: Legal implications and new frontiers." *Journal of consumer policy* 43, no. 1 (2020): 105-124.
- Bradley, Christopher G. "The consumer protection ecosystem: Law, Norms, and technology." *Denver Law Review*. 97 no. 2, (2019): 35-54.
- Dana, Haris Satrio, Baginda Akbar Edison, Halim Darajat, and Helfira Citra. "Perlindungan konsumen Dalam Perdagangan Elektronik (e-commerce)." *Jurnal Kajian Hukum dan Pendidikan Kewarganegaraan*, 1, no. 1 (2024): 82-86.
- Fadhli, Zawil, Sri Walny Rahayu, and Iskandar A. Gani. "Perlindungan Data Pribadi Konsumen Pada Transaksi Paylater." *Jurnal Hukum Magnum Opus* 5, no. 1 (2022): 119-132.
- Jackson, Howell E., and Paul Rothstein. "The analysis of benefits in consumer protection regulation." *Harvard Business Law Review* 9, no. 3 (2019): 199-221.
- Jacobs, Wenette, Philip N. Stoop, and René Van Niekerk. "Fundamental consumer rights under the Consumer Protection Act 68 of 2008: A critical overview and analysis." *Potchefstroom Electronic Law Journal/Potchefstroomse Elektroniese Regsblad* 13, no. 3 (2010): 21-53.
- Junaidi, Junaidi, Pujiono Pujiono, and Rozlinda Mohamed Fadzil. "Legal Reform of Artificial Intelligence's Liability to Personal Data Perspectives of Progressive Legal Theory." *Journal of Law and Legal Reform* 5, no. 2 (2024) 587-612.
- Lira, M. Adnan, Andika Prawira Buana, and Moch Andry Wikra Wardhana Mamonto. "Consumer Legal Protection Related to Goods Storage Agreements in Shopping Centers in Realizing Justice." *Jurnal IUS Kajian Hukum dan Keadilan* 12, no. 1 (2024): 237-250.
- Lukito, Imam. "Tantangan Hukum dan Peran Pemerintah dalam Pembangunan E- Commerce." *Jurnal Ilmiah Kebijakan Hukum* 11, no. 3 (2017): 349-367.
- Muhtadi, Muhamad Ammar, and Sahrul Sahrul. "Hukum perlindungan konsumen dan etika bisnis di era teknologi kecerdasan buatan: Perlindungan pengguna dan tanggung jawab perusahaan." *Jurnal Hukum dan HAM Wara Sains* 2, no. 09 (2023): 922-930.
- Prasad, Rashaun. "Cyber borderlines: exploring the interplay between E-commerce and international trade law." *Studies in Law and Justice* 2, no. 4 (2023): 1-9.
- Prayuti, Yuyut. "Dinamika perlindungan hukum konsumen di era digital: Analisis hukum terhadap praktik e-commerce dan perlindungan data konsumen di Indonesia." *Jurnal Interpretasi Hukum* 5, no. 1 (2024): 903-913.
- Rahman, Irsan, Riezka Eka Mayasari, and Tia Nurapriyanti. "Hukum Perlindungan Konsumen di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen dalam Lingkungan Perdagangan Digital." *Jurnal Hukum Dan HAM Wara Sains* 2, no. 08 (2023): 683-691.
- Ratnasari, Yeni, and Anis Mashdurohatun. "Strengthening Legal Protection for Construction Service Providers Amid Corruption and Legal Uncertainty." *Research Horizon* 5, no. 2 (2025): 1-10.
- Ridani, Muhammad Noor, Muhammad Syarif Hidayatullah, and Fuad Luthfi. "The Relationship between Business Actors and Consumers According to the Review of Electronic Transaction Law." *JUSTICES: Journal of Law* 3, no. 2 (2024): 111-120.
- Ruhl, Giesela. "Consumer Protection in Choice of Law." *Cornell International Law Journal* 44, no. 3 (2011): 569-602.
- Salsabillah, Silfiana, and Hardian Iskandar. "Tanggung Jawab Perusahaan Ekspedisi Atas Kerusakan Dalam Pengiriman Barang (Studi Kasus Shopee Express)." *UNES Law Review* 6, no. 1 (2023): 3413-3424.

- Samad, Abdul. "Consumer Dispute Resolution By BPSK In Protecting Consumer Rights." *International Asia Of Law and Money Laundering (IAML)* 1, no. 2 (2022): 137-143.
- Siregar, Sutan Pinayungan. "Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen." *Journal of Law, Administration, and Social Science* 4, no. 2 (2024): 228-233.
- Sitinjak, Timothy, Hisar Siregar, and Roida Nababan. "Tanggungjawab Pihak Pengelola Usaha dalam Perjanjian Penitipan Barang Berdasarkan Kitab Undang-Undang Hukum Perdata." *Jurnal Hukum PATIK* 6 (2017): 12-31.
- Thirawat, Juthamas. "E-Commerce in ASEAN: An emerging economic superpower and the case for harmonizing consumer protection laws." *South Carolina Journal of International Law and Business* 18, no. 2 (2022): 6.
- Umar, Jaenudin, Endang Sutrisno, and Abdullah Abdullah. "The Dispute Settlement for Consumer Protection by The Consumer Dispute Settlement Agency in Legal Assurance Perspective." *JPH* 10, no. 1 (2023): 54-76.
- Widiarty, Wiwik Sri, and Aartje Tehupeior. "The Role Of Business Law In Improving Consumer Protection In The Digital Age." *Journal of Law and Sustainable Development* 12, no. 2 (2024): 1-12.
- Widiarty, Wiwik Sri, and Md Hasnath Kabir Fahim. "Institutional Roles and Mechanisms in Upholding Legal Protection Under Consumer Protection Law in the Era of Globalization." *Jurnal Hukum UNISSULA* 40, no. 2 (2024): 134-152.
- Xue, Nan. "Research on Issues and Strategies of International Trade Law under the Background of the Rapid Development of Cross-Border E-Commerce." *Science of Law Journal* 3, no. 8 (2024): 32-41.