

Effectiveness of Liability Exemption Clause Regulations in Standard Agreements Based on Law Number 8 Of 1999 Concerning Consumer Protection

Felicia Shindy^{1*}, Gunawan Djajaputra²

¹E-mail : felicia.205220205@stu.untar.ac.id

²E-mail : gunawandjajaputra@gmail.com

^{1,2}Universitas Tarumanagara, Indonesia

*corresponding author

Article history:

Received in revised form: 08 October 2025

Acceptance date: 18 Nopember 2025

Available online: 07 Nopember 2025

Keywords:

Standard Agreement; Liability Waiver Clause; Consumer Protection.

How to Cite:

Shindy, F., & Djajaputra, D. (2025). Effectiveness of Liability Exemption Clause Regulations in Standard Agreements Based on Law Number 8 Of 1999 Concerning Consumer Protection. *Al-Risalah Jurnal Ilmu Syariah Dan Hukum*. <https://doi.org/10.24252/al-risalah.vi.62740>

License:

Copyright (c) The authors (2025)



This work is licensed under a [Creative Commons Attribution 4.0 International License](https://creativecommons.org/licenses/by/4.0/).

Abstract

Standard agreements are common instruments in modern transactions, whether in the service, trade, or digital services sectors. However, the use of liability exemption clauses by business actors in these agreements often creates an imbalance between business actors and consumers. This study aims to analyze the legal provisions regarding liability exemption clauses based on Law Number 8 of 1999 concerning Consumer Protection (UUPK) and assess the effectiveness of its implementation in providing proportional legal protection for consumers. The research method used is a literature study by examining relevant laws and regulations, law books, academic articles, and court decisions. The results of the study show that normatively, the UUPK, particularly Article 18, explicitly prohibits the inclusion of standard clauses that limit, transfer, or exempt the liability of business actors. This prohibition is imperative, and any clause that contradicts it is declared null and void. However, the effectiveness of this regulation in practice still faces various obstacles, including low consumer awareness, weak supervision, and rampant violations in digital transactions. Nevertheless, the existence of the UUPK remains an important legal basis in efforts to enforce consumer rights and resolve disputes through litigation and non-litigation channels. Therefore, it is necessary to strengthen supervision, improve business compliance, and educate consumers to ensure that the protection guaranteed by the UUPK is optimally realized.

INTRODUCTION

The development of modern business activities has brought about major changes in the relationship between businesses and consumers. In an effort to improve operational efficiency, businesses often use standard agreements as contractual instruments that have been prepared in advance and apply on a mass scale. These agreements do indeed facilitate transactions by speeding up administrative processes and minimizing negotiation costs. However, the use of standard agreements also raises legal issues, especially when businesses include clauses that have the potential to harm consumers. One of the most frequently questioned clauses is the liability exemption clause, which is a provision that limits or even eliminates the obligations of businesses in the event of losses to consumers.¹

This phenomenon is becoming increasingly complex as the number of transactions in various sectors such as transportation services, banking, hospitality, health services, and digital and e-commerce platforms increases. Consumers, who are generally in a weak bargaining position, do not have the opportunity to negotiate the contents of these standard agreements. The characteristic of this unbalanced relationship often forces consumers to accept the entire contents of the contract even though there are provisions that are unfair and can cause losses. The liability exemption clause then becomes a crucial issue because it allows business actors to avoid their obligations, such as repairing product damage, providing compensation, or taking responsibility for negligence that occurs in service.²

To address this imbalance, the state, through the enactment of Law Number 8 of 1999 concerning Consumer Protection (UUPK), has established strict legal protection. Article 18 of the UUPK specifically prohibits the inclusion of standard clauses that exempt business actors from their responsibilities.³ This prohibition is a form of preventive protection aimed at creating a more fair and proportional contractual relationship. In addition, this provision confirms that clauses that contradict this prohibition are considered null and void, so that consumers are not bound by provisions that are detrimental to them. This regulation reflects the state's commitment to maintaining a balance between the economic interests of business actors and consumer rights.⁴

¹ Aristoteles, "Nicomachean Ethics," n.d.

² Az Nasution, "Hukum Perlindungan Konsumen: Suatu Pengantar," 1999.

³ Friedrich Kessler, "Contracts of Adhesion--Some Thoughts about Freedom of Contract," *Columbia Law Review* 43, no. 5 (1943): 629-42.

⁴ Gustav Radbruch, "II. Legal Philosophy," in *The Legal Philosophies of Lask, Radbruch, and Dabin* (Harvard University Press, 1950), 43-224.

However, even though the UUPK provides strong protection in theory, practice shows that exemption clauses are still widely used. In various public and private service contracts, businesses often include clauses that negate their responsibility for consumer losses. Furthermore, in the digital age, consumers are increasingly faced with lengthy and difficult-to-understand terms and conditions, leading them to agree to agreements without reading them thoroughly. This reveals a gap between normative provisions and empirical reality, ultimately raising questions about the effectiveness of these legal provisions in providing real legal protection for consumers.⁵

Based on these conditions, research on the effectiveness of the regulation of liability exemption clauses in standard agreements based on the UUPK is very important. This study aims not only to examine the applicable legal regulations but also to assess the extent to which their implementation can provide proportional protection for consumers. In addition, this analysis is expected to provide recommendations for policymakers, business actors, and consumer protection agencies in improving contractual practices so as to create a more fair and balanced relationship. Thus, this research has academic and practical urgency in order to strengthen the consumer protection system in Indonesia.

In order to maintain consistency in the research and to limit the scope of the study so that it does not extend to other aspects outside the scope, it is necessary to formulate the problem clearly, systematically, and relevant to the focus of the research, including:

1. How does the law regulate liability exemption clauses in standard agreements based on Law Number 8 of 1999 concerning Consumer Protection?
2. How effective are the provisions on liability exemption clauses in standard agreements in providing proportional legal protection for consumers?

Consumer Protection Theory departs from the basic assumption that there is a significant imbalance in the legal relationship between businesses and consumers, in terms of information, analytical capabilities, and bargaining power. Consumers are often in a weak position due to their limited capacity to understand the details of contracts and the lack of information about the risks of the products or services offered. Az. Nasution emphasizes that consumer protection is "all efforts that guarantee legal certainty to provide protection to consumers." Thus, this theory asserts that the law not only regulates but also protects consumers from potential exploitation that could harm their rights.⁶

⁵ Fajar Nugroho Handayani, "Perlindungan Konsumen Akibat Pencantuman Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Nota Transaksi Jasa Laundry," 2022.

⁶ Firyaal Shabrina Izazi et al., "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Melalui Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Peraturan

In the development of business practices, standard agreements have become the main instrument used by business actors to facilitate operations. However, the unilateral nature of standard agreements creates opportunities for business actors to include provisions that could potentially harm consumers, including liability exemption clauses. Consumer protection theory views this condition of inequality as something that cannot be left to market mechanisms alone, but rather requires legal intervention to balance the positions of both parties. Therefore, strict regulations through the UUPK are necessary to reduce the potential for abuse of authority by business actors.⁷

Furthermore, this theory also emphasizes that consumers have fundamental rights that must be guaranteed by the state, including the right to security, safety, comfort, and the right to obtain accurate and complete information. These rights cannot be removed through unilateral contractual clauses. It is in this context that Article 18 of the UUPK serves as an instrument of protection, prohibiting any clause that limits or eliminates the responsibility of business actors. This prohibition is a direct manifestation of the main principles of consumer protection theory, which rejects all forms of injustice arising from unilateral contracts.⁸

This theory provides a philosophical and juridical framework for the state in regulating legal protection mechanisms for consumers. The existence of specific regulations such as the UUPK is not only intended to enforce formal rules but also to create structural balance in the legal relationship between business actors and consumers. Thus, consumer protection theory becomes an important foundation in understanding the urgency of prohibiting liability exemption clauses in standard agreements.⁹

The theory of bargaining power imbalance highlights the fact that in contractual relationships, not all parties are in an equal position. Friedrich Kessler describes standard form contracts as "contracts imposed on weaker parties who have no real freedom of choice." Consumers generally do not have the opportunity to negotiate the terms of the contract, so they can only accept or reject the terms set by the business. This imbalance puts consumers in a vulnerable position to economic abuse of power. In practice, this

Pemerintah (Pp) Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik," *Leuser: Jurnal Hukum Nusantara* 1, no. 2 (2024): 8–14.

⁷ Paulus Manggala Putera Pandie and Sukardan Aloysius, "Perlindungan Hukum Bagi Konsumen Dalam Pencantuman Label Pangan Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Birokrasi: Jurnal Ilmu Hukum Dan Tata Negara* 2, no. 1 (2024): 160–76.

⁸ Herman Daud Panggabean and Siti Malikhatun Badriyah, "Implementasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Bisnis Biro Travel," *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 5, no. 1 (2023): 714–20.

⁹ Puji Puryani and Frans Teza Akbar, "Kajian Yuridis Penempatan Klausula Baku Dan Perlindungan Hukum Terhadap Debetur Pada Pinjaman Online," 2023.

imbalance is clearly evident in the inclusion of liability exemption clauses that often transfer all risks to consumers.

Businesses take advantage of their informational dominance and complete control over the contract format to write provisions that essentially protect their own interests. Consumers, on the other hand, because they have no choice or urgency to immediately obtain goods/services, tend to agree without understanding the legal consequences. Therefore, this theory views that conditions of inequality cannot be adequately addressed through the principle of freedom of contract.¹⁰

Furthermore, the theory of imbalance asserts that the state has an important role in creating corrections to these inequalities through protective legal regulations. In the Indonesian context, the regulation prohibiting liability exemption clauses in Article 18 of the UUPK is a form of legal intervention to ensure that business actors do not use standard agreements as a means of domination. This regulation ensures that contracts do not become instruments to weaken the position of consumers.

Thus, the theory of bargaining power imbalance provides a strong theoretical basis for the importance of state intervention in the supervision of standard agreements. Without specific and explicit legal regulations, consumers will continue to be in a weak position and vulnerable to losses due to exploitative clauses.¹¹

Contractual Justice Theory stems from Aristotle's view that justice is achieved when "like things are treated alike and unlike things are treated differently in proportion to their difference." In the context of contractual relationships between consumers and businesses, there are fundamental differences in terms of information control, bargaining power, and the ability to identify risks. Therefore, formal equality as reflected in the principle of freedom of contract is not sufficient to create substantive justice for both parties.

One of the most common forms of contractual injustice is the inclusion of liability exemption clauses that eliminate the business operator's obligation to bear the risk of its negligence. The theory of contractual justice argues that such contracts are not only morally flawed, but also contrary to the principle of substantive justice because they place the burden of risk on the weaker party. The UUPK then came as a form of correction to this injustice by stating that such clauses are null and void.

¹⁰ I Kadek Sukadana Putra and Gusti Ayu Putu Nia Priyantini, "Aspek Perlindungan Hukum Peredaran Obat Tanpa Izin Edar Lembaga Berwenang Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi Kasus: Putusan Pn Singaraja Nomor 80/Pid. Sus/2017/Pn Sgr)," *Jurnal Media Komunikasi Pendidikan Pancasila Dan Kewarganegaraan* 3, no. 2 (2021): 77–90.

¹¹ Muhammad Abdurrahman Ray and Adlin Budhiawan, "Batal Demi Hukum Perjanjian Baku Yang Memuat Klausula Eksonerasi," *PUSKAPSI Law Review* 5, no. 1 (2025): 233–46.

This theory also highlights that fairness in contracts is not sufficient to regulate equality when the contract is made, but must also ensure that its implementation does not provide disproportionate benefits to one party. In the case of standard form contracts, consumers do not have the opportunity to negotiate the content of the contract, so the principle of contractual justice requires the state to set certain limits for business actors. Article 18 of the UUPK is one such restriction to ensure fairness for consumers.

Thus, the theory of contractual justice provides a philosophical and moral basis for the regulation of standard clauses. The law must ensure that contracts are not only formally valid but also substantively fair. The prohibition of exemption clauses in standard agreements is not merely a technical regulation, but a corrective measure to ensure fairness in contractual relationships.¹²

The theory of legal effectiveness studies the extent to which a regulation is able to achieve the objectives desired by the legislator. Soerjono Soekanto (2006) states that legal effectiveness is determined by five main factors, namely legal substance, law enforcement agencies, supporting facilities or resources, society, and legal culture. In the context of the UUPK, these factors are important indicators for assessing whether the prohibition of liability exemption clauses can be optimally applied in practice.¹³

In terms of legal substance, the UUPK has provided very clear and explicit norms regarding the prohibition of including clauses that limit the liability of business actors. However, the effectiveness of a norm is not only determined by its clarity, but also by the extent to which it is implemented and complied with by the community. In practice, many business actors still include prohibited clauses, especially in the digital sector such as online shopping platforms and transportation service applications.

Law enforcement factors also greatly influence the effectiveness of Article 18 of the UUPK. Although the BPSK and the courts have the authority to declare a clause null and void, enforcement mechanisms are often hampered by administrative obstacles, a lack of understanding among officials, and unequal access to dispute resolution mechanisms for consumers.¹⁴ This makes the effectiveness of the regulation more apparent at the normative level, but weak at the implementation level.

¹² Agustinus Sihombing and others, *Hukum Perlindungan Konsumen* (CV. Azka Pustaka, 2023).

¹³ Irene Puteri A S Sinaga, Felicia Jacinta Ivanka Anter, and Vivi Anjelika, "Kedudukan Hukum Kontrak Baku Dalam Perlindungan Konsumen Di Indonesia," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 2 (2025): 248-59.

¹⁴ Gomgom T P Siregar and Muhammad Ridwan Lubis, "Sosialisasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Di Lingkungan Universitas Darma Agung," *Pkm Maju Uda* 1, no. 3 (2021): 100-106.

In addition, the legal culture of society and the level of consumer literacy also determine the success of the implementation of these regulations. Most consumers do not read or understand the contents of standard agreements, so they are unaware that such clauses are actually prohibited by law. This situation allows businesses to continue including disadvantageous clauses. Thus, the theory of legal effectiveness helps to provide an understanding that the power of norms alone is not enough without business compliance, consumer awareness, and effective law enforcement.¹⁵

The theory of legal certainty asserts that the law must provide clarity, order, and predictability for society. Gustav Radbruch (1950) stated that the law must fulfill three main values: justice, utility, and certainty.¹⁶ Legal certainty means that a rule must be formulated clearly, consistently, and comprehensibly so that every individual can know their rights and obligations. In the context of consumer protection, legal certainty is very important so that consumers feel secure in conducting transactions and know that their rights are protected by law.

Article 18 of the UUPK provides a concrete form of legal certainty by stating that standard clauses that exempt or limit the liability of business actors are null and void. This imperative formulation provides certainty that there is no room for business actors to negate their responsibilities through contracts. This certainty not only protects consumer rights but also creates clear norms for business actors in formulating standard contracts that comply with the law.

Furthermore, the theory of legal certainty emphasizes the importance of consistency in the application of rules. If supervisors or law enforcement officials are inconsistent in handling violations of Article 18, legal certainty will be weakened and public trust in the legal system will decline. Therefore, the rules must be applied consistently by the BPSK, the courts, and relevant government agencies so that the principle of legal certainty can be effectively implemented.

Thus, the theory of legal certainty provides a basis that consumer protection requires not only strict legal norms, but also consistent enforcement. The prohibition of standard clauses in Article 18 of the UUPK is an important instrument in realizing legal certainty for consumers, while also creating more ethical and accountable business governance.¹⁷

¹⁵ Soerjono Soekanto, "Faktor-Faktor Yang Mempengaruhi Penegakan Hukum," 2011.

¹⁶ Endi Suhadi and Ahmad Arif Fadilah, "Penyelesaian Ganti Rugi Akibat Wanprestasi Perjanjian Jual Beli Online Dikaitkan Dengan Pasal 19 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Inovasi Penelitian* 2, no. 7 (2021): 1967-78.

¹⁷ Dhidan Syafdinan, "Perlindungan Hukum Terhadap Korban Crypto Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Panorama Hukum* 8, no. 2 (2023): 140-51.

METHOD

This study uses the library research method, which is research conducted by collecting, reading, and analyzing various literature sources relevant to the topic of the effectiveness of liability exemption clauses in standard agreements based on Law Number 8 of 1999 concerning Consumer Protection. The sources used include books on contract law and consumer protection, scientific journals, academic articles, previous research results, court decisions, and related laws and regulations, particularly the UUPK. Through this approach, the researcher sought to gain an in-depth understanding of the theoretical concepts, legal basis, and empirical practices related to the inclusion of liability exemption clauses by business actors in standard agreements.

RESULTS AND DISCUSSION

1. Legal Provisions Regarding Liability Waiver Clauses in Standard Contracts Based on Law No. 8 of 1999 on Consumer Protection

Regulations concerning liability exemption clauses in standard agreements are essentially part of the state's efforts to balance the bargaining positions between businesses and consumers, which are in fact unequal. In the context of classical contract law, the principle of freedom of contract provides ample room for the parties to determine the content of the agreement according to their wishes.¹⁸ However, the development of modern transactions, marked by the emergence of standard form contracts, has shifted the structure of contract negotiations, so that consumers are no longer in a position to negotiate certain terms. Law Number 8 of 1999 concerning Consumer Protection (UUPK) was enacted to close this gap by imposing strict restrictions on the inclusion of certain clauses that could harm consumers, especially those related to the invalidity of such clauses. This mechanism is very important in the context of consumer protection, because consumers often do not understand the ins and outs of the law and do not have sufficient resources to challenge the validity of a signed agreement. With the provision of nullity, the burden of proof no longer lies with the consumer, but rather the clause itself has no binding force from the outset.

In addition to the provisions of Article 18, the UUPK also regulates the responsibilities of business actors in Articles 19, 20, and 21, which explain that business actors are responsible for consumer losses arising from goods and/or services traded. This provision strengthens the restrictions on the inclusion of liability exemption clauses. This

¹⁸ PRESIDEN REPUBLIK INDONESIA, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," n.d.

means that even if business actors attempt to include risk transfer clauses in standard agreements, such liability cannot be transferred because the law has established this obligation as absolute.¹⁹ Thus, Indonesia's legal framework as a whole establishes a comprehensive mechanism to prevent practices that place consumers in an unfavorable position.

This regulation is also in line with international principles of consumer protection, such as the UN Guidelines for Consumer Protection, which emphasize the need for countries to ensure fair contract terms. By making the prohibition of liability exemption clauses an integral part of the consumer protection system, Indonesia is complying with global standards that emphasize the importance of contractual fairness and protection of the weaker party. Normatively, the UUPK not only regulates prohibitions, but also implements a legal philosophy that places consumers as economic subjects who must be protected from the power of dominant business actors.²⁰

2. The Effectiveness of Liability Waiver Clauses in Standard Contracts in Providing Proportionate Legal Protection for Consumers

The effectiveness of regulations regarding liability exemption clauses in standard agreements is not only measured by the existence of norms in the UUPK, but also by how these norms are applied in practice. Theoretically, the existence of the explicit Article 18 should be able to eliminate the inclusion of harmful clauses in various consumer transactions.²¹ However, the reality in the field often shows that business actors still include these clauses, either explicitly or implicitly. This shows a gap between regulation and implementation. The causes can be a lack of government supervision, low consumer legal awareness, and weak preventive law enforcement mechanisms. In many cases, consumers only become aware of the existence of disadvantageous clauses after suffering losses, which then forces them to resort to relatively complex dispute resolution mechanisms.

From a legal protection perspective, the effectiveness of regulations also depends on the ability of relevant institutions, such as the Consumer Dispute Settlement Agency

¹⁹ Muharram Wibisana, Jeane Neltje, and Diana Fitriana, "Perlindungan Hukum Bagi Pelaku Usaha Terhadap Tindakan Pembatalan Pembayaran Oleh Konsumen E-Commerce Dalam Sistem Cash on Delivery (COD) Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *KRTHA BHAYANGKARA* 17, no. 2 (2023): 437-64.

²⁰ Komang Ayu Trisna Yanti and Kadek Julia Mahadewi, "Perlindungan Konsumen Bagi Barang Kadaluarsa Yang Beredar Di E-Commerce Dalam Pasal Undang Undang Nomor 8 Tahun 1999," *Jurnal Kewarganegaraan* 7, no. 1 (2023): 650-61.

²¹ Rafela Ashyla Zahra, Luthfi Abdurrahman, and Asmak Ui Husnroh, "Perlindungan Hukum Bagi Nasabah Bank Selaku Konsumen Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Indonesian Journal of Law and Justice* 1, no. 4 (2024): 9.

(BPSK), to provide quick and fair dispute resolution. However, not all consumers are aware of the existence of BPSK or have the courage to file formal disputes. As a result, many violations related to the inclusion of liability exemption clauses are never processed legally. This imbalance shows that although the UUPK provides proportional legal protection in normative terms, its effectiveness still depends on non-legal factors such as consumer education, access to information, and the readiness of institutions to handle complaints. Thus, the effectiveness of this regulation is relative and has not been able to address all the issues faced by consumers in the practice of standard agreements.²²

Another condition that affects effectiveness is the complexity of digital transactions and the modern economy. In online transportation services, e-commerce, digital banking, or digital service rental transactions, consumers have almost no opportunity to read, let alone understand, the applicable terms and conditions.²³ These electronic agreements often use technical legal language that is difficult for the average consumer to understand. Businesses often include phrases such as “the company is not responsible for any losses incurred...” or “all risks are borne by the user.” Such clauses clearly contradict Article 18, but are still widely used. This shows that even good regulations do not automatically result in compliant behavior from businesses without strong and consistent law enforcement mechanisms.^{24v}

Nevertheless, it cannot be denied that the provisions in the UUPK still have a significant positive impact. The prohibition of liability exemption clauses provides a strong legal basis for consumers to claim their rights when they suffer losses.²⁵ These provisions also force law-abiding business actors to review the format of their standard agreements so that they better reflect a balance of rights and obligations. In addition, court decisions upholding Article 18 have set important precedents that strengthen the position of consumers. Several large companies have even removed or revised liability exemption clauses after receiving warnings from regulatory authorities or facing public criticism.

Considering all these aspects, it can be said that the effectiveness of the regulation of liability exemption clauses in standard agreements is quite effective normatively, but not

²² Faroja Zainie and Salim Hs, “Perlindungan Hukum Data Diri Nasabah Di PT Bank Mandiri (Persero) Tbk,” *Private Law* 5, no. 2 (2025): 501–7.

²³ INDONESIA, “Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.”

²⁴ Sinaga, Anter, and Anjelika, “Kedudukan Hukum Kontrak Baku Dalam Perlindungan Konsumen Di Indonesia.”

²⁵ Izazi et al., “Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Melalui Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Peraturan Pemerintah (Pp) Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.”

yet fully effective empirically. The existing norms are clear and strong, but the main challenges lie in implementation, supervision, and consumer awareness. Therefore, proportional legal protection can only be achieved if the provisions of Article 18 of the UUPK are supported by more responsive enforcement mechanisms, massive consumer education, and improvements to the structure of dispute resolution institutions that are easily accessible to the public.²⁶

CONCLUSION

Legal provisions regarding liability exemption clauses in standard agreements based on Law No. 8 of 1999 concerning Consumer Protection have been clearly and comprehensively regulated through Article 18 of the UUPK.²⁷ This provision absolutely prohibits any clause that limits, transfers, or exempts the liability of business actors towards consumers. This prohibition is imperative and any clause that contradicts it is declared null and void. In addition, the UUPK also reinforces this with provisions on the responsibility of business actors for consumer losses as stated in Articles 19-21. Thus, normatively, Indonesia has established a strong protection system to prevent contractual imbalances that often occur in standard agreements. The effectiveness of the regulation of liability exemption clauses in providing proportional legal protection for consumers is still limited empirically, despite being strong normatively.

Obstacles in implementation, such as low consumer awareness, weak supervision, and the prevalence of prohibited clauses in practice, indicate that the regulation is not yet functioning optimally. In various modern transactions, especially digital transactions, consumers are still often bound by terms and conditions that are not in line with Article 18 of the UUPK. Nevertheless, the existence of these rules still provides a strong legal basis for efforts to enforce consumer rights, both through the BPSK and the courts. In other words, their effectiveness is only felt at the dispute resolution stage, but is not yet fully reflected in the prevention of violations. The government needs to strengthen the mechanism for monitoring the practice of including prohibited standard clauses, especially in vulnerable sectors such as financial services, transportation, health, telecommunications, and digital platforms. More active monitoring can be carried out through routine inspections, compliance audits, and the obligation for business actors to

²⁶ Puryani and Akbar, "Kajian Yuridis Penempatan Klausula Baku Dan Perlindungan Hukum Terhadap Debetur Pada Pinjaman Online."

²⁷ Putra and Priyantini, "Aspek Perlindungan Hukum Peredaran Obat Tanpa Izin Edar Lembaga Berwenang Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi Kasus: Putusan Pn Singaraja Nomor 80/Pid. Sus/2017/Pn Sgr)."

report their standard agreement formats. Business actors need to improve their compliance with Article 18 of the UUPK, particularly by reviewing all standard agreements used in their business activities.

Business actors must ensure that any clauses that potentially limit or eliminate liability have been removed or adjusted to be in line with the principles of fairness and justice for consumers. The government and relevant institutions need to expand public education on consumer rights, including awareness of reading and understanding standard agreements. Consumer literacy programs can be carried out through media campaigns, educational curricula, community training, and collaboration with community organizations.

REFERENCES

- Aristoteles. "Nicomachean Ethics," n.d.
- Handayani, Fajar Nugroho. "Perlindungan Konsumen Akibat Pencantuman Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Nota Transaksi Jasa Laundry," 2022.
- Indonesia, Presiden Republik. "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," n.d.
- Izazi, Firyaal Shabrina, Priya Sajena, Ratnarisa Sashi Kirana, and Kristin Marsaulina. "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Melalui Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Peraturan Pemerintah (Pp) Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik." *Leuser: Jurnal Hukum Nusantara* 1, no. 2 (2024): 8–14.
- Kessler, Friedrich. "Contracts of Adhesion--Some Thoughts about Freedom of Contract." *Columbia Law Review* 43, no. 5 (1943): 629–42.
- Nasution, Az. "Hukum Perlindungan Konsumen: Suatu Pengantar," 1999.
- Pandie, Paulus Manggala Putera, and Sukardan Aloysius. "Perlindungan Hukum Bagi Konsumen Dalam Pencantuman Label Pangan Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Birokrasi: Jurnal Ilmu Hukum Dan Tata Negara* 2, no. 1 (2024): 160–76.
- Panggabean, Herman Daud, and Siti Malikhatun Badriyah. "Implementasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Bisnis Biro Travel." *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 5, no. 1 (2023): 714–20.
- Puryani, Puji, and Frans Teza Akbar. "Kajian Yuridis Penempatan Klausula Baku Dan Perlindungan Hukum Terhadap Debetur Pada Pinjaman Online," 2023.

- Putra, I Kadek Sukadana, and Gusti Ayu Putu Nia Priyantini. "Aspek Perlindungan Hukum Peredaran Obat Tanpa Izin Edar Lembaga Berwenang Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi Kasus: Putusan Pn Singaraja Nomor 80/Pid. Sus/2017/Pn Sgr)." *Jurnal Media Komunikasi Pendidikan Pancasila Dan Kewarganegaraan* 3, no. 2 (2021): 77-90.
- Radbruch, Gustav. "II. Legal Philosophy." In *The Legal Philosophies of Lask, Radbruch, and Dabin*, 43-224. Harvard University Press, 1950.
- Ray, Muhammad Abdurrahman, and Adlin Budhiawan. "Batal Demi Hukum Perjanjian Baku Yang Memuat Klausula Eksonerasi." *PUSKAPSI Law Review* 5, no. 1 (2025): 233-46.
- Sihombing, Agustinus, and others. *Hukum Perlindungan Konsumen*. CV. Azka Pustaka, 2023.
- Sinaga, Irene Puteri A S, Felicia Jacinta Ivanka Anter, and Vivi Anjelika. "Kedudukan Hukum Kontrak Baku Dalam Perlindungan Konsumen Di Indonesia." *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 2 (2025): 248-59.
- Siregar, Gomgom T P, and Muhammad Ridwan Lubis. "Sosialisasi Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Di Lingkungan Universitas Darma Agung." *Pkm Maju Uda* 1, no. 3 (2021): 100-106.
- Soekanto, Soerjono. "Faktor-Faktor Yang Mempengaruhi Penegakan Hukum," 2011.
- Suhadi, Endi, and Ahmad Arif Fadilah. "Penyelesaian Ganti Rugi Akibat Wanprestasi Perjanjian Jual Beli Online Dikaitkan Dengan Pasal 19 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Jurnal Inovasi Penelitian* 2, no. 7 (2021): 1967-78.
- Syaafdinan, Dhidan. "Perlindungan Hukum Terhadap Korban Crypto Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Jurnal Panorama Hukum* 8, no. 2 (2023): 140-51.
- Wibisana, Muharram, Jeane Neltje, and Diana Fitriana. "Perlindungan Hukum Bagi Pelaku Usaha Terhadap Tindakan Pembatalan Pembayaran Oleh Konsumen E-Commerce Dalam Sistem Cash on Delivery (COD) Menurut Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *KRTHA BHAYANGKARA* 17, no. 2 (2023): 437-64.
- Yanti, Komang Ayu Trisna, and Kadek Julia Mahadewi. "Perlindungan Konsumen Bagi Barang Kadaluarsa Yang Beredar Di E-Commerce Dalam Pasal Undang Undang Nomor 8 Tahun 1999." *Jurnal Kewarganegaraan* 7, no. 1 (2023): 650-61.
- Zahra, Rafela Ashyla, Luthfi Abdurrahman, and Asmak Ui Husnroh. "Perlindungan Hukum Bagi Nasabah Bank Selaku Konsumen Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Indonesian Journal of Law and Justice* 1, no. 4 (2024): 9.

Zainie, Faroja, and Salim Hs. "Perlindungan Hukum Data Diri Nasabah Di PT Bank Mandiri (Persero) Tbk." *Private Law* 5, no. 2 (2025): 501-7.