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VALIDITY OF STANDARD CLAUSES AND BUSINESS LIABILITY UNDER THE CONSUMER PROTECTION LAW: A SYSTEMATIC LITERATURE REVIEW OF CONVENTIONAL AND DIGITAL TRANSACTIONS

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Abstrak
Klausula baku digunakan secara luas dalam transaksi konsumen karena memberikan efisiensi dalam pembentukan perjanjian, tetapi penetapan syarat secara sepihak dapat menimbulkan persoalan ketika isinya mengalihkan tanggung jawab pelaku usaha, membatasi hak konsumen, atau memberikan kewenangan yang tidak seimbang. Perkembangan transaksi elektronik memperluas persoalan tersebut melalui penggunaan kontrak digital, *click-wrap agreement*, syarat layanan platform, pilihan forum, serta pembatasan tanggung jawab dalam layanan berbasis teknologi. Penelitian ini bertujuan menganalisis batas keabsahan klausula baku dan klausula eksonerasi serta menjelaskan konsekuensi tanggung jawab pelaku usaha berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Penelitian menggunakan pendekatan *Systematic Literature Review* dengan sintesis yuridis-tematik terhadap 32 penelitian yang dikelompokkan ke dalam dua konteks, yaitu transaksi konvensional dan jasa spesifik serta transaksi digital, e-commerce, fintech, dan platform elektronik. Hasil sintesis menunjukkan bahwa klausula baku tidak dilarang sebagai bentuk kontraktual. Persoalan keabsahan muncul ketika substansi atau cara pencantumannya termasuk dalam larangan Pasal 18 UUPK, bertentangan dengan itikad baik, mengganggu keseimbangan kontraktual, atau meniadakan hak konsumen yang dilindungi hukum. Klausula yang memenuhi kategori larangan tersebut tidak mempunyai kekuatan mengikat berdasarkan Pasal 18 ayat (3) UUPK. Namun, kebatalan klausula tidak selalu identik dengan kebatalan seluruh perjanjian. Tanggung jawab pelaku usaha atas kerugian konsumen juga harus dianalisis secara terpisah berdasarkan Pasal 19 UUPK, hubungan kausal, karakter kerugian, dan ketentuan sektoral yang relevan. Dalam transaksi digital, perlindungan hukum tetap berlaku meskipun bentuk persetujuan dan media kontraknya berubah. Temuan menunjukkan bahwa penguatan perlindungan konsumen memerlukan pengujian substantif terhadap isi kontrak, transparansi klausula, serta pengawasan terhadap praktik kontraktual yang mengalihkan risiko secara tidak proporsional.
Kata Kunci: klausula baku; klausula eksonerasi; perlindungan konsumen; tanggung jawab pelaku usaha; kontrak digital; UUPK.

Abstract
Standard clauses are widely used in consumer transactions because they facilitate efficient contract formation. However, unilaterally drafted contractual terms may raise legal concerns when they transfer business liability, restrict consumer rights, or grant disproportionate powers to business actors. The development of electronic transactions has expanded these issues through digital contracts, click-wrap agreements, platform terms of service, choice-of-forum provisions, and liability limitations in technology-based services. This study examines the validity limits of standard and exemption clauses and explains the legal consequences for

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business liability under Law Number 8 of 1999 on Consumer Protection. A Systematic Literature Review with juridical-thematic synthesis was conducted using 32 studies grouped into two contexts: conventional transactions and specific services, and digital transactions, e-commerce, fintech, and electronic platforms. The findings demonstrate that standard clauses are not prohibited as a contractual form. Questions of validity arise when their substance or presentation falls within the prohibitions stipulated in Article 18 of the Consumer Protection Law, conflicts with good faith, disrupts contractual balance, or eliminates legally protected consumer rights. Clauses falling within these prohibited categories have no binding force under Article 18 paragraph (3). Nevertheless, the invalidity of a particular clause does not necessarily invalidate the entire agreement. Business liability for consumer losses must also be assessed separately under Article 19, taking into account causation, the nature of the loss, and relevant sectoral regulations. In digital transactions, consumer protection remains applicable despite changes in the form of consent and contractual media. The findings indicate that effective consumer protection requires substantive scrutiny of contractual terms, transparent presentation of clauses, and supervision of contractual practices that disproportionately shift risks to consumers.
Keywords: *standard clauses; exemption clauses; consumer protection; business liability; digital contracts; Consumer Protection Law.*

A. Introduction

The use of standard contracts is part of the development of modern transactions, which demand speed, efficiency, and the ability to serve large numbers of consumers.[1] Banking, insurance, vehicle financing, property, parking services, retail trade, goods delivery, marketplaces, fintech, and various digital services use contract documents whose contents have been prepared in advance by business actors. This practice cannot be viewed merely as a deviation from freedom of contract, because the need for standardization serves a real economic function.[2] Legal problems arise when contract standardization is used to transfer risks, restrict rights, or release business actors from their obligations unilaterally.[3] Law Number 8 of 1999 on Consumer Protection[4] provides an important framework for assessing this issue. Article 18 of the Consumer Protection Law does not prohibit the existence of standard clauses in general, but sets limits on their content and presentation.[5] Business actors are prohibited from using certain clauses that transfer business liability, deny consumer rights in circumstances protected by law, grant certain unilateral powers, or are presented in a manner that is difficult to see, read, or understand.[6] Under this construction, the validity of standard clauses cannot be determined merely by the fact that

[1] M. Cumyn, "Standard Form Contracts and the Erosion of Consent: Is There No Turning Back?", *American Journal of Comparative Law 73, no. 1* (2025), hlm.129–163.

[2] W. Wahyono, W. Dewanto, and T. C. Kusuma, "Freedom of Contract in Commercial Agreements: A Civil Law Analysis of Modern Business Practices", *IBLAM Law Review* (2026).

[3] M. Purba et al., "Veiled Exoneration: The Collision of Freedom of Contract and the Principle of Justice in Digital-Era Consumer Standard Clauses", *Jurnal Smart Hukum 4, no. 3* (2026).

[4] Republik Indonesia, "Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen".

[5] H. Siregar, S. Situmorang, and F. Pasaribu, "Implications of Standard Clauses in Law No. 8 of 1999 on Consumer Protection for Businesses and Consumers", *Golden Ratio of Data in Summary 5, no. 4* (2025), hlm.821–834.

[6] D. R. Kumalasari and Y. N. Sari, "Analysis of Standard Clauses in Online Loan Agreements in Indonesia", *Jurnal Ilmiah Hukum Dan Hak Asasi Manusia* (2026).

the contract was drafted in advance by the business actor, but must be tested based on its substance and legal consequences.

Munggaran et al.[7] demonstrate this issue in insurance relationships, where contracts contain provisions that conflict with Article 18 of the Consumer Protection Law. Windiantina[8] also shows that insurance policies may use a standard form, but liability limitations must still comply with the provisions of contract law and consumer protection. The findings of Maulana et al.[9] on credit agreements of Rural Credit Banks (Bank Perkreditan Rakyat) indicate that the use of standard contracts has a practical function, but their substance must still be evaluated so as not to produce an imbalance that exceeds the limits justified by law.

The imbalance in bargaining position is important because consumers generally do not take part in formulating contractual terms. Nugrahaningsih and Yuliana[10] show that unilateral changes to terms, prohibitions on returning goods, and exemption from liability in certain services can form one-way contractual communication. Under such conditions, formal acceptance of the contract does not necessarily resolve the question of its substantive fairness. The principle of freedom of contract remains valid, but its exercise is limited by mandatory provisions, good faith, and the protection of parties who are structurally in a weaker position.

This issue is clearly visible in the financing sector. Carissa et al.[11] show that vehicle repossession clauses cannot be enforced merely because they are stated in the financing agreement. The implementation of such clauses must also take into account the rules on fiduciary security, default, and consumer protection. Prasetya et al.[12] obtain consistent findings in home purchase agreements made through home ownership loan facilities in Mataram. When exemption clauses eliminate liability that should be borne by business actors, the consumer protection becomes an inseparable part of assessing the validity of the contract.

Insurance and parking services also show a similar pattern. Setiawan et al.[13] find that the implementation of Article 18 in insurance agreements still faces a gap between norms and

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[7] S. I. Munggaran, Sudjana, and B. D. Nugroho, "Perlindungan konsumen terhadap pencantuman klausula baku dalam perjanjian", *Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan* (2019), hlm.187–199.

[8] W. W. Windiantina, "Klausula eksonerasi sebagai perjanjian baku dalam perjanjian asuransi", *Jurnal Surya Kencana Satu: Dinamika Masalah Hukum dan Keadilan 11, no. 1* (2020).

[9] M. A. Maulana et al., "Klausula baku dalam perjanjian kredit Bank Perkreditan Rakyat", *Jurnal USM Law Review 4, no. 1* (2021).

[10] W. Nugrahaningsih and M. E. Yuliana, "Klausula baku sebagai bentuk komunikasi satu arah yang melanggar kebijakan perlindungan konsumen", *COMSERVA: Jurnal Penelitian dan Pengabdian Masyarakat 1, no. 7* (2021).

[11] W. M. Carissa et al., "Penerapan norma hukum klausul baku dalam klausul penarikan kendaraan bermotor pada perjanjian pembiayaan konsumen", *Journal of Education, Humaniora and Social Sciences 4, no. 3* (2022), hlm.1306–1316.

[12] O. Prasetya, H. S. Salim, and Muhaimin, "Analisis klausula eksonerasi dalam perjanjian baku pembelian rumah melalui fasilitas kredit pemilikan rumah di Kota Mataram", *Jurnal Education and Development 10, no. 1* (2022).

[13] K. A. Setiawan, S. N. Ardhya, and M. J. Setianto, "Implementasi ketentuan Pasal 18 Undang-Undang Nomor 8 Tahun 1999 terkait pencantuman klausula baku dalam perjanjian asuransi di wilayah Kota Singaraja", *Jurnal Ilmu Hukum Sui Generis 3, no. 4* (2023), hlm.36–47.

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practice. Pradnyandari et al.[14] show that the release of liability by parking operators through standard tickets must be tested against the provisions of the Consumer Protection Law. In both contexts, the use of standard documents is not the main problem. The problem arises when such documents are used to eliminate obligations that, according to law, remain with business actors.

However, contractual restrictions cannot always be treated identically. Solechah[15] shows that non-refundable clauses are not automatically invalid. Their validity is influenced by the reason for cancellation, proportionality, good faith, transparency of information, and whether the business actor has breached its obligations. Moeryani and Maulida[16] also show, in retail transactions, that the clause "purchased goods cannot be returned or exchanged" cannot be read in absolute terms without considering the reason for the return and the practice of its application. These findings are important because they show that consumer protection analysis requires a contextual examination of the function of a clause, not merely a classification based on the terminology used.

The transformation of transactions into the digital space adds a new layer of problems. In e-commerce, contracts can be formed through consent buttons, click-wrap agreements, acceptance of terms of service, or continued use of a platform.[17] Abib et al.[18] have shown that standard clauses can still be used in e-commerce as long as they comply with consumer protection provisions. Faqih et al.[19] also affirm that digital contracts remain subject to the legal requirements for a valid agreement and Article 18 of the Consumer Protection Law. This means that a change in the transaction medium does not eliminate the basic legal principles governing the relationship between business actors and consumers.

A more complex problem arises when platforms stipulate clauses that shift all risks to users, restrict the choice of forum, or grant unilateral powers to change terms.[20] Pohan et al.[21] show that electronic standard contracts on marketplaces may contain exemption

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[14] I. A. A. Pradnyandari, N. L. M. Mahendrawati, and P. A. S. Wesna, "Perlindungan konsumen pengguna jasa parkir atas pelepasan tanggung jawab pelaku usaha parkir menerapkan klausula baku dalam mencapai keadilan berkontrak", *Jurnal Preferensi Hukum 5, no. 2* (2024), hlm.183–190.

[15] Solechah, "Keabsahan klausul non-refundable dalam perjanjian jual beli ditinjau dari hukum perdata dan Undang-Undang Perlindungan Konsumen", *Jurnal Sains, Ekonomi, Manajemen, Akuntansi dan Hukum 2, no. 6* (2025), hlm.455–468.

[16] D. Moeryani and I. Maulida, "Keabsahan klausula baku dalam transaksi jual beli barang kebutuhan rumah tangga ditinjau dari Pasal 18 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen", *Jurnal Ilmu Hukum, Humaniora dan Politik 6, no. 5* (2026), hlm.3751–3760.

[17] A. S. Nugraha, A. Kustanto, and A. Widiastuti, "Analysis of Contract Implementation in E-Commerce Transactions: A Review Based on the Civil Code", *Inspirasi Futura: Media Kajian Keislaman* (2024).

[18] A. S. Abib, D. Kridasaksana, and A. H. Nuswanto, "Penerapan klausula baku dalam melindungi konsumen pada perjanjian jual beli melalui e-commerce", *Jurnal Dinamika Sosial Budaya 17, no. 1* (2015), hlm.122–136.

[19] G. A. Faqih, D. Djumardin, and A. Munandar, "Klausula baku dalam perjanjian jual beli melalui e-commerce menurut hukum positif Indonesia", *Jurnal Risalah Kenotariatan 4, no. 2* (2023).

[20] I. G. B. S. Sumaragatha and S. P. Mulyana, "Consumer Protection in Digital Transactions: Analysis of Potential Legal Voids", *JIHAD: Jurnal Ilmu Hukum Dan Administrasi 8, no. 2* (2026).

[21] T. G. Pohan, E. S. Priowirjanto, and T. S. Ramli, "Analisis penggunaan perjanjian baku elektronik berklausula eksonerasi pada marketplace ditinjau berdasarkan hukum positif Indonesia", *COMSERVA: Jurnal Penelitian dan Pengabdian Masyarakat 3, no. 7* (2023), hlm.2913–2923.

clauses that require testing against Indonesian positive law. Saputra[22] finds that choice-of-forum provisions on a number of e-commerce platforms can increase the burden on consumers in pursuing their rights. Patria and Rokhim[23] demonstrate that digital exemption clauses must also be assessed through the principle of good faith and the prohibition of abuse of circumstances.

Fintech and application-based services show a more complex problem of risk allocation.[24] Nisantika et al.[25] show that clauses in peer-to-peer (P2P) lending that shift risks unilaterally must still be tested against the Consumer Protection Law. Nanda Alamsyah et al.[26] reach a similar conclusion regarding fintech contracts. Sulaiman et al.[27] show that the digitalization of lending does not eliminate the obligation of providers to comply with civil law, the Consumer Protection Law, and the regulations of the Financial Services Authority (Otoritas Jasa Keuangan, OJK). In the financial services sector, OJK Regulation Number 22 of 2023[28] strengthens consumer protection from the stage of product design and the drafting of agreements through to complaints and dispute resolution.[29]

Digitalization also raises questions about the quality of consumer consent. Panjaitan et al.[30] show that click-wrap agreements can form digital contracts, but the act of clicking to consent does not automatically make all clauses valid. Readability, transparency, notification, and the conformity of substance with the law remain necessary. Suwandono et al.[31] even show that clauses linking the validity of a warranty to an obligation to give positive reviews may conflict with consumer protection when used to restrict rights unilaterally.

This body of research shows that the main issue is no longer limited to whether standard clauses are permitted. The more important question is how to distinguish valid contract standardization from the use of clauses that exceed legal limits, and how to determine business liability after certain clauses lose their binding force. Separating the validity of

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[22] S. Saputra, "Analisis klausula choice of forum dalam kontrak standar e-commerce di Indonesia: Kajian berdasarkan perspektif perlindungan konsumen", *Jurnal Hukum & Pembangunan 55, no. 4* (2025).

[23] D. K. K. Patria and A. Rokhim, "Klausula eksonerasi dalam e-commerce: Antara kebebasan berkontrak dan penyalahgunaan keadaan", *Jurnal USM Law Review 8, no. 3* (2025), hlm.1743–1757.

[24] I. A. Hakim, A. Rahman, and A. Sutrisno, "Legal Aspects of Indemnification Clauses in Business Transactions in The Digital Age", *Journal of Social Research 5, no. 7* (2026), hlm.2775–2784.

[25] R. Nisantika, S. N. Ardhya, and M. J. Setianto, "Tinjauan yuridis tentang pencantuman klausula eksonerasi dalam perjanjian pinjam meminjam pada financial technology berbasis peer to peer lending", *Jurnal Komunitas Yustisia 5, no. 3* (2022), hlm.162–177.

[26] G. Nanda Alamsyah et al., "Analisis hukum terhadap keabsahan klausula baku dalam kontrak financial technology (fintech)", *Jurnal Ilmu Hukum, Humaniora dan Politik 5, no. 2* (2024), hlm.955–971.

[27] S. Sulaiman et al., "Analisis hukum perdata terhadap klausula baku dalam kontrak jasa pinjaman online (fintech lending)", *Jurnal Kolaboratif Sains 8, no. 10* (2025).

[28] Republik Indonesia, "Peraturan Otoritas Jasa Keuangan Nomor 22 Tahun 2023 tentang Pelindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan".

[29] A. Saputra and A. Saputra, "Financial services authority in consumer and public protection on online loan based on financial services authority regulation (pojk) number 22 of 2023", *Jurnal Meta-Yuridis 8, no. 2* (2025), hlm.78–92.

[30] H. Panjaitan et al., "Strengthening consumer protection in digital transactions: A legal perspective on click-wrap agreements under the Consumer Protection Law", *Jurnal Hukum 41, no. 3* (2025).

[31] A. Suwandono et al., "Review negatif garansi hangus dalam e-commerce perspektif hukum pelindungan konsumen", *Al-Adl: Jurnal Hukum 16, no. 1* (2024), hlm.81–102.

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clauses from liability for compensation is necessary because the two issues have different bases of analysis. On this basis, this study answers two research questions. What are the limits of the validity of standard clauses and exemption clauses under the Consumer Protection Law in conventional transactions, specific services, and digital transactions? What are the legal consequences of prohibited standard clauses, and what forms of business liability apply to consumer losses?

B. Research Method

This study employs a Systematic Literature Review approach with juridical-thematic synthesis. The approach is used to identify, select, compare, and integrate research on standard clauses, exemption clauses, consumer contracts, e-commerce, fintech, digital platforms, and business liability.

The search was conducted through Google Scholar, Garuda, Crossref, journal portals, publisher websites, and academic databases that provide traceable publication identities. The inclusion criteria covered studies that directly discuss the validity of standard clauses or exemption clauses, the application of Article 18 of the Consumer Protection Law, consumer protection against standard contracts, or business liability as a consequence of the use of such clauses. Studies that discuss consumer protection only in general terms, without a direct relationship to standard clauses, were not included. Conceptual articles without analysis of consumer contracts, writings without traceable publication identities, and sources that did not provide adequate information on the object and results of the study were also excluded.

A total of 32 studies were used in the synthesis. These studies were divided into two groups of 16 studies each. The first group addresses conventional transactions and specific services, such as insurance, bank credit, vehicle financing, property, parking, and retail trade. The second group addresses digital transactions, e-commerce, marketplaces, fintech, click-wrap agreements, ride-hailing, and electronic platforms. The grouping was carried out so that the differences in character between physical contracts and contracts based on electronic systems could be analyzed without separating them from the same principles of consumer protection.

Data were extracted based on author and year, transaction object, research method, form of clause, legal basis, and main findings. The analysis was conducted by comparing patterns of validity, forms of liability transfer, consent mechanisms, and the legal consequences of clauses that conflict with the Consumer Protection Law. Because the majority of studies use a normative legal approach with differing characteristics of objects and arguments, the synthesis was carried out in a narrative-thematic manner and did not use meta-analysis.

C. Results and Discussion

1. Standard Clauses and Contract Standardization

The Consumer Protection Law defines standard clauses as any rules or provisions and terms that have been prepared and determined in advance unilaterally by the business actor, set out in a document or agreement, and binding on consumers. This

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definition shows that standardization and unilateral drafting are characteristics of standard clauses, not in themselves indicators of invalidity.[32]

The use of standard contracts can be justified by the needs of mass transactions. Business actors cannot negotiate each part of a contract individually when the number of transactions is very large and the character of the service is relatively uniform. This efficiency explains the use of standard contracts in banking, insurance, financing, parking, retail trade, and digital services. However, efficiency cannot be used to negate the principle of contractual balance and the mandatory provisions of law.[33]

2. Exemption Clauses and Liability Limitations

Exemption clauses are a form of clause intended to limit, reduce, or eliminate the liability of one of the parties. In consumer relationships, a problem arises when such limitations transfer obligations that legally rest with business actors to consumers.[34] Rachmaniyah and Wahyoeno[35] show that the prohibition on transferring business liability in Article 18 constitutes a limitation on freedom of contract.

Nevertheless, not every liability limitation is identical to a prohibited clause. Clauses concerning cancellation mechanisms, claim deadlines, or certain limitations may retain a valid function if they are proportionate, transparent, and do not eliminate rights guaranteed by law.[36] The findings of Solechah[37] on non-refundable clauses show the importance of a case-by-case examination of the context and consequences of a clause.

3. Validity of Agreements and Article 18 of the Consumer Protection Law

Article 1320 of the Indonesian Civil Code (KUHPerdata)[38] sets out four legal requirements for a valid agreement: consent, capacity, a specific object, and a lawful cause.[39] In consumer contracts, the absence of individual negotiation does not automatically mean the absence of consent. Consumers may give consent through signature, payment, use of a service, or other electronic acts.[40]

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[32] A. Suwandono et al., "Penyuluhan Hukum Mengenai Larangan Pencantuman Klausula Baku Bagi Pelaku Usaha dalam Rangka Mewujudkan Pelindungan Konsumen", *Jurnal Pengabdian Kepada Masyarakat 4, no. 1* (2024), hlm.242–251.

[33] M. N. S. Simatupang and R. Nababan, "Analisis Hukum Terhadap Perjanjian Baku Dalam Hukum Kontrak, Kajian Tentang Kelebihan, Kekurangan dan Perlindungan Hukumnya", *IKRA-ITH Humaniora 10, no. 1* (2026), hlm.743–752.

[34] J. Junaidi, "Exoneration clauses in standard property agreements: between freedom of contract and consumer protection", *Veteran Law Review 9, no. 1* (2026), hlm.41–50.

[35] S. Rachmaniyah and D. Wahyoeno, "Perjanjian baku yang memuat klausula eksonerasi dalam perspektif hukum perlindungan konsumen", *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance 2, no. 2* (2022), hlm.714–724.

[36] D. Despotović and Ž. Rašević, "Limits of contractual exclusion of liability for legal defects in contracts of sale: Between freedom of contract and buyer protection", *Pravo 42, no. 3* (2025), hlm.120–133.

[37] Solechah, "Keabsahan klausul non-refundable dalam perjanjian…", hlm.455–468.

[38] Republik Indonesia, "Kitab Undang-Undang Hukum Perdata".

[39] Y. Isnaeni and H. Sudarsono, "Legal Validity of Civil Servant Candidate Assistance Agreements Under Article 1320 of the Indonesian Civil Code", *Research Horizon 6, no. 4* (2026), hlm.1855–1866.

[40] N. Maharani, N. I. Ramadhan, and Y. R. Muslim, "Analisis Yuridis Keabsahan Kontrak Elektronik di E-Commerce Menurut Pasal 1320 KUHPerdata (Studi Putusan Nomor 629/Pdt.G/2020/PN Jkt.Sel)", *Jurnal Pustaka Cendekia Hukum Dan Ilmu Sosial 4, no. 2* (2026), hlm.3555–3562.

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However, the existence of consent does not validate clauses that conflict with mandatory provisions. Article 18 of the Consumer Protection Law provides specific limits on standard clauses used in consumer relationships. This provision restricts the transfer of business liability, certain refusals of the return of goods or money, unilateral granting of authority, and a number of other forms of unilateral powers.[41] Article 18 paragraph (2) also regulates the presentation of clauses, while paragraph (3) determines the legal consequences for clauses that violate these provisions.

4. Business Liability

Business liability needs to be distinguished from the validity of clauses. When a clause that provides exemption from liability is declared to have no binding force, business actors cannot use that clause as a basis for avoiding obligations.[42] However, the form of liability must still be determined based on the nature of the loss, causation, contractual obligations, and the relevant legal provisions.

Article 19 of the Consumer Protection Law provides a basis for consumers to obtain compensation in the form of a refund, replacement of goods or services, health care, or compensation benefits according to the nature of the loss.[43] In sectoral contexts, this liability may interact with banking law, insurance law, financing law, e-commerce law, fintech law, and OJK regulations.

5. Validity of Standard Clauses in Conventional Transactions and Specific Services

Research on conventional transactions shows that standard clauses are used in various sectors because they provide efficiency in contract formation. However, the greater the authority of business actors in determining the contents of an agreement, the more important it becomes to test the balance of rights and obligations. The research results show that legal problems arise mainly when contracts grant unilateral powers to change terms, limit compensation, eliminate business liability, or shift all risks to consumers.

Table 1. Results of Research on Standard Clauses and Exemption Clauses in Conventional Transactions and Specific Services

No.	Study	Context and Method	Main Findings
1	Munggaran et al.	Insurance; normative juridical	Clauses that transfer business liability and violate Article 18 of the Consumer Protection Law have no binding force on consumers.
2	Windiantina	Insurance policies; normative	Exemption clauses in policies must meet the legal requirements for a valid agreement and must not be

[41] O. P. Hutagaol, Mhd. T. S. Lubis, and R. Ramadhani, "Efektivitas Klausula Baku dalam Menjamin Keadilan Kontraktual Konsumen Digital Berdasarkan Undang-undang Perlindungan Konsumen", *Journal Of Sharia And Legal Science 4, no. 2* (2026), hlm.249–262.

[42] J. Junaidi, "Exoneration clauses in standard property…", hlm.41–50.

[43] F. Rasyid and R. Apriani, "Perlindungan Hukum Bagi Konsumen Atas Perjanjian Baku yang mengadung klasula Eksonerasi Terhadap Usaha Pengelola Parkir", https://doi.org/10.31604/justitia.v7i2.456-466

No.	Study	Context and Method	Main Findings
			used to limit liability in a manner contrary to law.
3	Maulana et al.	Rural Credit Bank (BPR) credit in Salatiga; empirical juridical	Standard credit contracts may be used for efficiency, but their clauses must be adjusted to the Consumer Protection Law so as not to create imbalance.
4	Nugrahaningsih & Yuliana	Credit, trade, and parking; normative-empirical	Unilateral changes, prohibitions on returns, and release of liability are forms of clauses that may violate Article 18.
5	Susanti	Bank credit; normative	Freedom of contract in credit agreements remains limited by consumer protection provisions.
6	Carissa et al.	Vehicle financing; normative juridical	Vehicle repossession clauses must be read together with the Consumer Protection Law, fiduciary security law, and default mechanisms.
7	Prasetya et al.	Home ownership loans (KPR) in Mataram; normative-empirical	Exemption clauses that eliminate the business liability of developers may give rise to legal consequences of nullity and require consumer protection.
8	Rachmaniyah & Wahyoeno	Standard contracts containing exemption clauses; normative	Transfer of business liability that falls within the prohibitions of Article 18 causes the clause to lose its binding force.
9	Setiawan et al.	Insurance in Singaraja; empirical	The implementation of Article 18 still faces a gap between legal provisions and contractual practice.
10	Harahap & Chrisanta	Limitation of standard clauses; normative	Freedom of contract is not absolute in the relationship between business actors and consumers.
11	Pradnyandari et al.	Parking services; normative	Release of liability for loss of or damage to vehicles through parking tickets must be tested against Article 18 of the Consumer Protection Law.

No.	Study	Context and Method	Main Findings
12	Putri et al.	Motor vehicle financing; normative	Exemption clauses that shift all risks to consumers conflict with the principle of contractual balance and may lose their binding force.
13	Solechah	Non-refundable clauses; normative	Non-refundable clauses are not automatically invalid and must be assessed based on context, proportionality, information, and good faith.
14	Lilawati	Property sale and purchase binding agreements (PPJB); qualitative	Unilateral clauses on delivery delays and penalties may harm consumer rights if drafted in an unbalanced manner.
15	Wibowo & Saputra	Credit insurance; normative	Article 18 provides substantive and formal limitations on standard clauses, but its effectiveness is influenced by supervision and access to dispute resolution.
16	Moeryani & Maulida	Three retail stores in Cirebon; sociological juridical	Prohibitions on returning goods cannot be applied absolutely and need to be assessed based on the reason for return and the practices of business actors.

Source: Data processed from Munggaran et al.[44], Windiantina[45], Maulana et al.[46], Nugrahaningsih & Yuliana[47], Susanti[48], Carissa et al.[49], Prasetya et al.[50], Rachmaniyah & Wahyoeno[51], Setiawan et al.[52], Harahap & Chrisanta[53],

[44] S. I. Munggaran, Sudjana, and B. D. Nugroho, "Perlindungan konsumen terhadap pencantuman klausula…", hlm.187–199.

[45] W. W. Windiantina, "Klausula eksonerasi sebagai perjanjian baku…".

[46] M. A. Maulana et al., "Klausula baku dalam perjanjian kredit…".

[47] W. Nugrahaningsih and M. E. Yuliana, "Klausula baku sebagai bentuk komunikasi…".

[48] A. P. Susanti, "Pencantuman klausula baku dalam perjanjian kredit di perbankan menurut perspektif hukum perlindungan konsumen", *ANDREW Law Journal 1, no. 1* (2022).

[49] W. M. Carissa et al., "Penerapan norma hukum klausul baku…", hlm.1306–1316.

[50] O. Prasetya, H. S. Salim, and Muhaimin, "Analisis klausula eksonerasi dalam perjanjian…".

[51] S. Rachmaniyah and D. Wahyoeno, "Perjanjian baku yang memuat klausula…", hlm.714–724.

[52] K. A. Setiawan, S. N. Ardhya, and M. J. Setianto, "Implementasi ketentuan Pasal 18 Undang-Undang…", hlm.36–47.

[53] R. S. P. Harahap and F. Chrisanta, "Pembatasan klausul pada perjanjian baku dalam upaya perlindungan konsumen melalui Undang-Undang Perlindungan Konsumen", *Jurnal Hukum Lex Generalis 4, no. 4* (2023), hlm.323–338.

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Pradnyandari et al.[54], Putri et al.[55], Solechah[56], Lilawati[57], Wibowo & Saputra[58], and Moeryani & Maulida[59].

The trend emerging from Table 1 is that standard contracts retain a valid function, but the use of certain clauses must be tested based on their impact on consumer rights. The studies by Maulana et al.[60], Susanti[61], and Harahap and Chrisanta[62] show that contractual efficiency is not a reason to disregard the limits of freedom of contract. When a contract is drafted unilaterally, consumer protection is needed to prevent business actors from using their structural advantage excessively.

Insurance provides a consistent example. Munggaran et al.[63], Windiantina[64], Setiawan et al.[65], and Wibowo and Saputra[66] show that policies may take a standard form, but clauses that eliminate obligations in a manner contrary to the Consumer Protection Law cannot obtain legal protection merely because consumers signed the contract. Legal provisions set stronger limits than formal consent when the substance of the contract falls within prohibited categories.

Vehicle financing and property also show the importance of the relationship between the Consumer Protection Law and sectoral regulations. Carissa et al.[67] show that vehicle repossession must take into account fiduciary security and default mechanisms. Prasetya et al.[68] show that home purchases through home ownership loans (KPR) can raise problems when contracts use clauses to transfer the business liability of developers. Lilawati[69] reinforces this pattern in property sale and purchase binding agreements (PPJB) by showing the risk of imbalance through penalties and provisions on unit delivery.

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[54] I. A. A. Pradnyandari, N. L. M. Mahendrawati, and P. A. S. Wesna, "Perlindungan konsumen pengguna jasa parkir…", hlm.183–190.

[55] M. A. Putri et al., "Perlindungan konsumen terhadap klausula baku dalam perjanjian pembiayaan kredit kendaraan bermotor", *Almufi Jurnal Sosial dan Humaniora 2, no. 2* (2025), hlm.221–231.

[56] Solechah, "Keabsahan klausul non-refundable dalam perjanjian…", hlm.455–468.

[57] Lilawati, "Perlindungan hukum konsumen terhadap pelanggaran hak-hak konsumen atas penerapan klausula baku dalam perjanjian pengikatan jual beli", *Semarang Law Review 6, no. 2* (2025), hlm.254–266.

[58] M. A. Wibowo and I. Saputra, "Perlindungan hukum terhadap penggunaan klausula baku dalam perjanjian asuransi kredit berdasarkan Pasal 18 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen", *Hukum dan Demokrasi 26, no. 1* (2026), hlm.78–92.

[59] D. Moeryani and I. Maulida, "Keabsahan klausula baku dalam transaksi…", hlm.3751–3760.

[60] M. A. Maulana et al., "Klausula baku dalam perjanjian kredit…".

[61] A. P. Susanti, "Pencantuman klausula baku dalam perjanjian…".

[62] R. S. P. Harahap and F. Chrisanta, "Pembatasan klausul pada perjanjian baku…", hlm.323–338.

[63] S. I. Munggaran, Sudjana, and B. D. Nugroho, "Perlindungan konsumen terhadap pencantuman klausula…", hlm.187–199.

[64] W. W. Windiantina, "Klausula eksonerasi sebagai perjanjian baku…".

[65] K. A. Setiawan, S. N. Ardhya, and M. J. Setianto, "Implementasi ketentuan Pasal 18 Undang-Undang…", hlm.36–47.

[66] M. A. Wibowo and I. Saputra, "Perlindungan hukum terhadap penggunaan klausula…", hlm.78–92.

[67] W. M. Carissa et al., "Penerapan norma hukum klausul baku…", hlm.1306–1316.

[68] O. Prasetya, H. S. Salim, and Muhaimin, "Analisis klausula eksonerasi dalam perjanjian…".

[69] Lilawati, "Perlindungan hukum konsumen terhadap pelanggaran…", hlm.254–266.

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Parking services show a more direct form of liability transfer. Pradnyandari et al.[70] show that the inclusion of a statement of exemption from liability on a ticket cannot automatically eliminate the obligations of the operator. The function of a standard document as evidence of a service relationship must be distinguished from the substance of a clause that attempts to eliminate liability.

The findings of Solechah[71] and Moeryani and Maulida[72] provide an important correction to the tendency to assess all limitations as invalid. Non-refundable clauses as well as return policies must be analyzed based on the cause of the cancellation or return. Where business actors have performed their obligations properly and consumers cancel the transaction without a legally protected basis, certain limitations may still have a proportionate function. Conversely, clauses cannot be used to avoid liability for defective goods, non-conformity of performance, or breach of the obligations of business actors.

Thus, the pattern in conventional transactions shows that the validity of standard clauses is not determined by the standard form itself. The test must be directed at substance, proportionality, transparency, and conformity with Article 18 of the Consumer Protection Law as well as the sectoral rules governing the relationship between the parties.

6. Standard Clauses in Digital Transactions, E-Commerce, Fintech, and Electronic Platforms

Digital transactions retain the basic structure of consumer relationships, but change how contracts are formed and accessed. Consent is given through electronic interfaces, while clauses may be scattered across terms of service, platform policies, payment pages, or other documents that consumers do not always read. This condition expands the problem from the substance of the contract alone to transparency, the design of consent, and access to information.

Table 2. Results of Research on Standard Clauses in Digital Transactions, E-Commerce, Fintech, and Electronic Platforms

No.	Study	Context and Method	Main Findings
1	Abib et al.	E-commerce; normative	Standard clauses support the efficiency of electronic transactions, but remain subject to Article 18 of the Consumer Protection Law.
2	Nisantika et al.	P2P lending; normative juridical	The transfer of all risks to users through exemption clauses must be tested against Article 18 and the obligations of providers.
3	Faqih et al.	E-commerce; normative	Digital contracts may be valid, but exemption clauses that violate the objective requirements or the

[70] I. A. A. Pradnyandari, N. L. M. Mahendrawati, and P. A. S. Wesna, "Perlindungan konsumen pengguna jasa parkir…", hlm.183–190.

[71] Solechah, "Keabsahan klausul non-refundable dalam perjanjian…", hlm.455–468.

[72] D. Moeryani and I. Maulida, "Keabsahan klausula baku dalam transaksi…", hlm.3751–3760.

No.	Study	Context and Method	Main Findings
			Consumer Protection Law may lose their binding force.
4	Hassanah et al.	Standard clauses in e-commerce; normative	Freedom of contract in electronic transactions remains limited by the legal requirements for a valid agreement and consumer protection law.
5	Pohan et al.	Marketplaces; normative juridical	Marketplaces use digital standard contracts, but exemption clauses must still be tested against Indonesian positive law.
6	Christian & Ahmad	E-commerce and good faith; normative	The enforceability of digital clauses is influenced by compliance with the principle of good faith, not only by formal consent.
7	Nanda Alamsyah et al.	Fintech; normative juridical	Clauses that exempt fintech providers from liability must be tested against the Consumer Protection Law and OJK regulations.
8	Suwandono et al.	E-commerce warranties; normative juridical	Clauses that eliminate warranties because consumers give negative reviews may be categorized as prohibited limitations of consumer rights.
9	Saputra	Choice-of-forum provisions on e-commerce platforms; normative-comparative	Exclusive choice-of-forum provisions may increase barriers for consumers in obtaining dispute resolution.
10	Patria & Rokhim	E-commerce exemption clauses; normative juridical	Freedom of contract does not justify exemption clauses that exploit imbalance in bargaining position or abuse of circumstances.
11	Rahma & Sulastri	Standard clauses in e-commerce; normative juridical	Consumer protection weakens when preventive supervision of standard clauses is ineffective.

No.	Study	Context and Method	Main Findings
12	Panjaitan et al.	Click-wrap agreements; normative-conceptual	Clicking to consent may form a contract, but does not automatically validate all the clauses within it.
13	Sulaiman et al.	Fintech lending; normative	Fintech contracts remain subject to the Indonesian Civil Code (KUHPerdata), the Consumer Protection Law, and OJK regulations.
14	Almunawaroh et al.	E-commerce; normative	Unilateral transfer of business liability in digital contracts conflicts with Article 18 and requires both preventive and repressive protection.
15	Sidiq & Laia	Ride-hailing and click-wrap; normative	Electronic consent does not validate clauses that exempt platforms from obligations that are prohibited from being transferred.
16	Raihan & Multazam	Robot trading; normative	Liability limitations in digital services remain subject to the consumer protection system and the hierarchy of legislation.

Source: Data processed from Abib et al.[73], Nisantika et al.[74], Faqih et al.[75], Hassanah et al.[76], Pohan et al.[77], Christian & Ahmad[78], Nanda Alamsyah et al.[79], Suwandono

[73] A. S. Abib, D. Kridasaksana, and A. H. Nuswanto, "Penerapan klausula baku dalam melindungi…", hlm.122–136.

[74] R. Nisantika, S. N. Ardhya, and M. J. Setianto, "Tinjauan yuridis tentang pencantuman klausula…", hlm.162–177.

[75] G. A. Faqih, D. Djumardin, and A. Munandar, "Klausula baku dalam perjanjian jual…".

[76] H. Hassanah et al., "Klausula baku dalam transaksi e-commerce dan perlindungan konsumen", *Jurnal Wawasan Yuridika 7, no. 2* (2023).

[77] T. G. Pohan, E. S. Priowirjanto, and T. S. Ramli, "Analisis penggunaan perjanjian baku elektronik…", hlm.2913–2923.

[78] Y. I. Christian and M. J. Ahmad, "Itikad baik dalam klausula baku pada e-commerce", *Research Journal of Social Science and Economics 1, no. 2* (2023), hlm.144–154.

[79] G. Nanda Alamsyah et al., "Analisis hukum terhadap keabsahan klausula…", hlm.955–971.

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et al.[80], Saputra[81], Patria & Rokhim[82], Rahma & Sulastri[83], Panjaitan et al.[84], Sulaiman et al.[85], Almunawaroh et al.[86], Sidiq & Laia[87], and Raihan & Multazam[88]. The results in Table 2 show that digital contracts continue to follow the basic principles of consumer contracts. Abib et al.[89], Faqih et al.[90], and Hassanah et al.[91] show that e-commerce transactions can still produce valid agreements even when they use a standard form. Therefore, the electronic form cannot be used as a reason to consider a contract invalid merely because it was not negotiated.

The main difference arises in how consent is given. Panjaitan et al.[92] show that click-wrap agreements can form consent, but the act of clicking does not automatically make all clauses valid. This is important because the analysis of digital contracts often mixes two different questions: whether a contract has been formed, and whether each provision within it can be enforced. Electronic consent can answer the first question, while the second still requires testing against Article 18 of the Consumer Protection Law, good faith, and sectoral provisions.

Marketplaces show how the position of platform providers creates distinct contractual problems. Pohan et al.[93] show that marketplaces use digital contracts to regulate relationships with users, but the authority to determine terms does not remove the prohibition on exemption clauses. Christian and Ahmad[94] place good faith as an important element in assessing e-commerce contracts. Rahma and Sulastri[95] show that weak preventive supervision may allow problematic clauses to continue to be used even though the legal framework is already in place.

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[80] A. Suwandono et al., "Review negatif garansi hangus dalam…", hlm.81–102.

[81] S. Saputra, "Analisis klausula choice of forum…".

[82] D. K. K. Patria and A. Rokhim, "Klausula eksonerasi dalam e-commerce: Antara…", hlm.1743–1757.

[83] D. A. Rahma and Sulastri, "Bad-faith practices in e-commerce standard clauses and their impact on consumer protection", *Jurnal USM Law Review 8, no. 3* (2025).

[84] H. Panjaitan et al., "Strengthening consumer protection in digital…".

[85] S. Sulaiman et al., "Analisis hukum perdata terhadap klausula…".

[86] S. Almunawaroh et al., "Perlindungan hukum bagi konsumen terhadap klausula baku dalam transaksi e-commerce berdasarkan Undang-Undang Perlindungan Konsumen", *Doktrin: Jurnal Dunia Ilmu Hukum dan Politik 4, no. 1* (2026), hlm.39–46.

[87] A. M. Sidiq and A. Laia, "Keabsahan klausula eksonerasi dalam perjanjian digital aplikasi ride-hailing ditinjau dari Undang-Undang Perlindungan Konsumen", *Jejak Digital: Jurnal Ilmiah Multidisiplin 2, no. 4* (2026), hlm.8281–8290.

[88] M. H. Raihan and M. T. Multazam, "Exoneration clauses in robot trading agreements in the Indonesian consumer protection legal system", *Indonesian Journal of Law and Economics Review 21, no. 1* (2026).

[89] A. S. Abib, D. Kridasaksana, and A. H. Nuswanto, "Penerapan klausula baku dalam melindungi…", hlm.122–136.

[90] G. A. Faqih, D. Djumardin, and A. Munandar, "Klausula baku dalam perjanjian jual…".

[91] H. Hassanah et al., "Klausula baku dalam transaksi e-commerce…".

[92] H. Panjaitan et al., "Strengthening consumer protection in digital…".

[93] T. G. Pohan, E. S. Priowirjanto, and T. S. Ramli, "Analisis penggunaan perjanjian baku elektronik…", hlm.2913–2923.

[94] Y. I. Christian and M. J. Ahmad, "Itikad baik dalam klausula baku…", hlm.144–154.

[95] D. A. Rahma and Sulastri, "Bad-faith practices in e-commerce standard…".

Choice-of-forum provisions show a form of limitation that does not always appear as a transfer of business liability. Saputra[96] shows that an obligation to resolve disputes in a particular forum can increase costs and barriers for consumers. This broadens the understanding of detrimental clauses, because their impact is not always a direct loss of compensation, but may take the form of a reduced ability of consumers to use redress mechanisms.

In fintech, risk allocation becomes the main issue. Nisantika et al.[97] show that P2P lending providers cannot simply shift all risks through standard contracts. Nanda Alamsyah et al.[98] and Sulaiman et al.[99] show that fintech contracts must be read together with the Consumer Protection Law and OJK regulations. OJK Regulation Number 22 of 2023 strengthens supervision of the conduct of financial services business actors, including at the stage of drafting agreements.

Suwandono et al.[100] show a more specific form of digital clauses through warranty policies. Provisions that eliminate warranties because consumers give negative reviews show how platform contracts can be used to influence consumer behavior beyond the core transaction. These findings show that digital consumer protection needs to reach not only risk allocation, but also practices that restrict consumers' freedom to share their actual experiences.

Ride-hailing and robot trading extend the technological context. Sidiq and Laia[101] show that electronic consent in applications does not preclude testing of clauses providing exemption from liability. Raihan and Multazam[102] show that technical regulations on robot trading services cannot be used to override higher consumer protection norms. Both findings show that technological innovation does not change the basic principle that business actors cannot use standard contracts to eliminate business liability that may not be transferred.

Based on this synthesis, the main difference between conventional and digital contracts does not lie in the principles of legal protection. The difference lies in how clauses are presented, the form of consent, platform structure, information distribution, and the complexity of risk allocation. Substantive testing remains the center of assessment.

7. Legal Consequences of Prohibited Standard Clauses

Article 18 paragraph (3) of the Consumer Protection Law stipulates that standard clauses falling within the prohibited categories referred to in the preceding paragraph are declared null and void by law. This provision positions the prohibitions of Article 18 as a mandatory norm. Business actors cannot maintain the binding force of a clause merely on the grounds that consumers have signed or clicked to consent.

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[96] S. Saputra, "Analisis klausula choice of forum…".

[97] R. Nisantika, S. N. Ardhya, and M. J. Setianto, "Tinjauan yuridis tentang pencantuman klausula…", hlm.162–177.

[98] G. Nanda Alamsyah et al., "Analisis hukum terhadap keabsahan klausula…", hlm.955–971.

[99] S. Sulaiman et al., "Analisis hukum perdata terhadap klausula…".

[100] A. Suwandono et al., "Review negatif garansi hangus dalam…", hlm.81–102.

[101] A. M. Sidiq and A. Laia, "Keabsahan klausula eksonerasi dalam perjanjian…", hlm.8281–8290.

[102] M. H. Raihan and M. T. Multazam, "Exoneration clauses in robot trading…".

However, these legal consequences must be formulated carefully. The nullity of a particular clause does not always have to be interpreted as the nullity of the entire contractual relationship. Where other parts of the agreement can still stand independently and do not conflict with the law, the main relationship between the parties may continue without the prohibited clause. This approach preserves consumer protection without producing consequences broader than the violation that occurred.

Nullity also needs to be distinguished from annulment. A clause that directly conflicts with mandatory provisions may lose its binding force by law. By contrast, issues of defects of consent, abuse of circumstances, or dishonesty in contract formation may give rise to a different analysis. Patria and Rokhim[103] show the relevance of the doctrine of abuse of circumstances in highly unbalanced e-commerce contracts.

8. Business Liability for Consumer Losses

Clauses that have no binding force cannot be used by business actors to avoid liability. However, consumers' right to compensation still requires an analysis of the loss and causation. Article 19 of the Consumer Protection Law is an important basis for determining this liability.

In vehicle financing, liability may relate to the unlawful execution of vehicle repossession. In property, liability may arise from delivery delays or non-conformity of performance. In parking, liability relates to the obligation of the operator to safeguard vehicles within the scope of the service relationship. In e-commerce, liability may relate to defective goods, non-conforming goods, breach of warranties, or the use of provisions that close off consumers' access to redress.

Separating the nullity of clauses from compensation is important because the two consequences are not identical. A clause may lose its binding force without automatically determining the amount of loss that must be paid. Conversely, business actors may still be held liable based on a breach of their obligations even when the dispute does not relate only to standard clauses.

Sectoral regulations strengthen this framework. In financial services, OJK Regulation Number 22 of 2023 regulates the conduct of business actors from the stage of product design, provision of information, and drafting of agreements, through service, to the resolution of complaints. In e-commerce, Government Regulation Number 80 of 2019[104] and the regime of the Electronic Information and Transactions Law (ITE Law)[105] provide an additional basis concerning digital contracts and transactions through electronic systems.

sStandard clauses in both conventional and digital transactions are in principle valid as a form of contract standardization, as long as they do not contain provisions prohibited by Article 18 of the Consumer Protection Law, do not violate good faith,

[103] D. K. K. Patria and A. Rokhim, "Klausula eksonerasi dalam e-commerce: Antara…", hlm.1743–1757.

[104] Republik Indonesia, "Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik".

[105] Republik Indonesia, "Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik".

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do not eliminate consumer rights protected by law, and comply with the relevant sectoral provisions. The absence of individual negotiation is a characteristic of standard contracts, but it is not the sole reason to declare a contract invalid.

Exemption clauses require stricter testing because they relate directly to the distribution of liability and risk. Certain limitations may remain valid if they are proportionate and do not eliminate rights protected by law. Conversely, a transfer of business liability that falls within the prohibited categories of Article 18 has no binding force.

Prohibited clauses lose their binding force under Article 18 paragraph (3) of the Consumer Protection Law. Business actors cannot use such clauses as a basis for exempting themselves from obligations. However, the form and amount of liability for losses are still determined based on Article 19 of the Consumer Protection Law, causation, the nature of the loss, the obligations of the parties, and sectoral rules.

D. Conclusion

The review of 32 studies shows that consumer protection against standard clauses requires a clear distinction between the existence of standard contracts and the substance of the clauses used within them. Standard clauses are an instrument that may be used validly to support transaction efficiency, in both conventional and digital relationships. Legal problems arise when standardization is exploited to transfer business liability, restrict rights disproportionately, grant excessive unilateral powers, or conceal important provisions from consumers.

Article 18 of the Consumer Protection Law is the primary basis for testing standard clauses. This provision sets limits on the content and presentation of clauses and determines the legal consequences for prohibited clauses. Formal consent cannot be used to legitimize clauses that conflict with mandatory provisions.

Digital transactions do not form an entirely different regime. Digital contracts, click-wrap agreements, terms of service, marketplaces, fintech, ride-hailing, and robot trading remain subject to the principles of consumer protection. The differences lie in the form of consent, access to information, platform design, and the complexity of risk allocation. Therefore, digital consumer protection requires greater attention to readability, transparency, adequate notification, and effective access to dispute resolution.

Business liability cannot be simplified as an automatic consequence of the nullity of clauses. Clauses that have no binding force cannot be used to release obligations, but compensation must still be determined based on the loss and causation. Article 19 of the Consumer Protection Law and sectoral regulations provide the framework for determining the appropriate forms of redress.

Strengthening consumer protection needs to be directed at preventive supervision of standard contracts, especially in sectors that use mass agreements and digital contracts. Supervision conducted only after disputes arise is not sufficient. Business actors need to ensure that standard documents have undergone legal assessment before use and that clauses with a major impact on consumer rights are presented clearly.

Future research needs to expand the empirical approach to contracts actually used by business actors. Studies of policies, credit contracts, financing agreements, parking tickets, property sale and purchase binding agreements (PPJB), terms of service, marketplace policies, and fintech contracts could reveal the gap between the provisions of Article 18 and commercial practice. Research on contract-reading behavior, interface

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design, dark patterns, and the quality of digital consent is also important for developing consumer protection law that is more responsive to changes in the form of transactions.

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