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Bad-Faith Practices in E-Commerce Standard Clauses and Their Impact on Consumer Protection

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Abstract

This study examines consumer legal protection concerning the application of standard clauses in e-commerce electronic agreements, which often create an imbalance of bargaining power between business actors and consumers. The research is motivated by the persistence of unfair standard clauses resulting from weak supervision and ineffective law enforcement, enabling bad faith practices by business actors. This study employs a normative juridical method using statutory, conceptual, and case study approaches to assess the effectiveness of consumer protection regulations in electronic transactions. The findings indicate that although courts tend to uphold business actors' responsibility to provide honest and transparent information, the absence of effective preventive supervision mechanisms continues to undermine consumer protection. The novelty of this research lies in proposing a preventive oversight model through the pre-approval of standard clauses by competent authorities prior to the enforcement of electronic agreements, contrasting with prior studies that predominantly adopt reactive and evaluative approaches. This study concludes that implementing a pre-approval mechanism is essential to foster a fair and transparent e-commerce business environment and to strengthen comprehensive consumer protection in Indonesia.
Keywords: *Bad Faith; Consumer Protection; E-commerce*

1. INTRODUCTION

One of transformation is the development of an e-commerce system that allows the implementation of purchases and sales without time and space limitations.[1] E-commerce is a practical solution for consumers and business actors in meeting their needs by offering products or services efficiently.[2] The abuse of standard clauses by business actors in e-commerce transactions is an urgent legal issue because of the imbalance in the position of business actors and consumers, where business actors have full control over the content of agreements that are prepared unilaterally without room for negotiation.[3] Standard contracts, in particular, are click-wrap agreements, placing consumers in a passive position that can only accept or reject the terms and conditions of service without any adjustments.[4] The weak supervision of law enforcement on this practice raises the potential for actions with bad faith by business actors that not only harm consumers but also threaten the integrity and trust of the public. The urgency of the research is created from weak supervision and law

[1] Dinda Pratiwi and Rianda Dirkareshza, "Pengelabuan Informasi Harga Di E-Commerce Terhadap Konsumen Melalui Flash Sale," *Jurnal Ius Constituendum* 8, no. 3 (October 2023): 406–23, https://doi.org/10.26623/jic.v8i3.7344.

[2] Muthia Sakti et al., "Prevention of the Predatory Pricing Practices for Imported Products in E-Commerce," *JIMPS: Jurnal Ilmiah Mahasiswa Pendidikan Sejarah* 8, no. 4 (2023): 5257–68, https://doi.org/10.24815/jimps.v8i4.27177.

[3] Yessy Kusumadewi and Grace Sharon, *Hukum Perlindungan Konsumen* (Yogyakarta: Lembaga Fatimah Azzarah, 2022).

[4] Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Standard Clauses in Digital Service Agreements: A Comparative Analysis of Civil Law Principles and Consumer Protection Law," *Innovative: Journal of Social Science Research* 5, no. 2 (April 2025): 3654–76, https://doi.org/10.31004/innovative.v5i2.18721.

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enforcement, which allows the practice of bad faith by business actors, so that an in-depth study is needed to evaluate existing regulations, uncover oversight gaps, and formulate policy recommendations to strengthen consumer protection in conducting e-commerce transactions.

Contracts related to e-commerce are electronic contracts in Article 1, Number 17 of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law). However, its validity is still in accordance with Article 1320 of the Civil Code, which regulates contractual law clauses. So that the e-commerce agreement can be executed if it does not violate Article 1320 of the Civil Code.[5] Then, Article 1338 paragraph (3) of the Civil Code highlights that agreements must be made in good faith, so that the content is determined by the intentions of the parties.[6] E-commerce agreements based on bad faith result in the non-realization of the freedom of the parties to design contracts according to their preferences.[7] According to Article 1338 paragraph (1) of the Civil Code, a contract can be enforced as a law for the party who drafts the agreement, accompanied by *a pacta sunt servanda* as a legal basis. The concept of good faith must be integrated into the implementation of *pacta sunt servanda* in the agreement.[8]

Many e-commerce agreements contain standard provisions that are detrimental to consumers, such as exclusions, compensation restrictions, or unilateral risk transfers that violate Article 18 paragraphs (1) and (2) of Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law).[9] The existence of bad faith by business actors can be seen from the preparation of the agreement carried out without paying attention to the principles of justice and balance. This inequality weakens legal protection, so the agreements made have not fully provided protection for consumers. Because the agreement is considered detrimental to consumers, the agreement is invalid and void for the sake of the law.[10]

Some cases show the weak application of the principles of good faith and legal protection for consumers in digital transactions. First, the case of the Tokopedia user data

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[5] Imelda Martinelli et al., "The Use of Click-Wrap Agreements in E-Commerce: A Review of Their Validity as a Form of Electronic Agreements," Journal *of Supremacy* 14 (2024): 73–86, https://doi.org/10.35457/supremasi.v14i1.2797.

[6] Nasrullah and Fibriyanti Karim, *E-Commerce dalam Aspek Hukum Perdata dan Hukum Pidana* (Gorontalo: Cahaya Arsh Publisher & Printing, 2024).

[7] Apriyodi Ali, Achmad Fitrian, and Putra Hutomo, "Legal Certainty of the Application of the Principle of Freedom of Contract in Standard Agreements Reviewed Based on Article 1338 of the Civil Code," *SENTRI: Journal of Scientific Research* 1, no. 2 (October 2022): 270–78, https://doi.org/10.55681/sentri.v1i2.234.

[8] Anggitariani Rayi Larasati Siswanta, "The Application of the Principles of Pacta Sunt Servanda in Standard Agreements Containing Exemption Clauses Without Applying the Principle of Good Faith," *Journal de Jure* 15, no. 1 (May 2023): 46–63, https://doi.org/10.36277/jurnaldejure.v15i1.798.

[9] Enan Nova Solihin, Pristika Handayani, and Rizki Tri Anugrah Bhakti, “Analisis Hukum Perdata Terhadap Klausul Baku Dalam Kontrak Bisnis Industri Manufaktur,” *Jurnal USM Law Review* 8, no. 3 (September 2025): 1533–45, https://doi.org/10.26623/julr.v8i3.12781.

[10] Aan Handriani, "Consumer Protection in Online Buying and Selling Transaction Agreements," *Pamulang Law Review* 3, no. 2 (2020): 127, https://doi.org/10.32493/palrev.v3i2.7989.

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leak in 2020, with case number 235/Pdt.G/2020/PN Jkt.Pst, involved the sale of approximately 91 million consumer data records on the Dark Web. Tokopedia refuses to be responsible on the basis of standard clauses, so consumers lose legal protection for the leakage of their personal data.[11] Second, in the Lazada case, case 588/Pdt.G/2020/PN Jkt.Brt, a consumer named Amir Salim suffered financial losses of IDR 17,000,000.00 due to account data hacking.[12] The two cases show that regulations have not been fully effective in preventing standard clauses from harming consumers. Therefore, consumers in vulnerable positions must have legal protection when engaging in online purchases and sales.[13]

Although the Consumer Protection Law and the Regulation of the Minister of Trade Number 69 of 2018 concerning the Supervision of Circulating Goods and/or Services (Permendag 69/2018) have provided a legal basis for the supervision of standard clauses, their application in the e-commerce sector is not effective. The supervision carried out tends to be reactive and not supervision of the feasibility of the content of the agreement. This condition creates legal ambiguity regarding the validity of e-commerce contracts made by business actors unilaterally, lack of evaluation can be detrimental to consumers.

Nugraha’s research reveals that e-commerce business actors are often exempt from legal responsibility for the theft of consumers' personal data due to standard clauses in service terms that do not receive strict supervision. This research is limited to post-loss liability and has not discussed in depth efforts to prevent pre-approval regulations of standard clauses before they are applied to consumers.[14] While Patricia’s research highlights the weakness of the effectiveness of legal protection against exoneration clauses prohibited by the Consumer Protection Law, the focus of this research is limited to post-implementation supervision without the proposed preventive supervision mechanism in preventing adverse clauses from the beginning.[15] Then, Rosa Y.S. conducted an analysis of consumer legal protection based on the perspective of evaluating court decisions and government supervision, which was considered to be not optimal. This research hasn’t

[11] Sakti Nugraha, Dwi Andayani, and M.S Tumanggor, "Legal Liability of E-Commerce Business Actors for the Theft of Consumer Data through the Tokopedia Application Based on Article 19 and Article 62 of Law Number 8 of 1999 concerning Consumer Protection," *UNES Law Review* 6, no. 2 (2023): 4896–909, https://doi.org/10.31933/unesrev.v6i2.1165.

[12] Nugraha, Andayani, and Tumanggor, “Pertanggungjawaban Hukum Pelaku Usaha E-Commerce Atas Terjadinya Pencurian Data Konsumen Melalui Aplikasi Tokopedia Berdasarkan Pasal 19 Dan Pasal 62 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.”

[13] Krismat Hutagalung, Hasnati Hasnati, and Indra Afrita, "Consumer Legal Protection of Standard Agreements That Harm Consumers," *Mizan: Journal of Law* 10, no. 2 (December 2021): 207–31, https://doi.org/10.32503/mizan.v10i2.1850.

[14] Sakti Nugraha, Dwi Andayani, and M.S Tumanggor, "Legal Liability of E-Commerce Business Actors for Consumer Data Theft through the Tokopedia Application Based on Articles 19 and 62 of Law Number 8 of 1999 concerning Consumer Protection," *UNES Law Review* 6, no. 2 (2023): 4896–909, https://doi.org/10.31933/unesrev.v6i2.1165.

[15] Tiara Patricia and Richard C. Adam, “Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce,” *UNES Law Review* 6, no. 2 (December 2023): 5114–22, https://doi.org/10.31933/unesrev.v6i2.1342.

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developed a systematic and proactive standard clause pre-approval supervision solution.[16] This journal article will fill that gap by offering a mechanism for pre-approval by the competent authority for standard clauses prior to implementation, so as to create preventive solutions that are able to close the weaknesses of law enforcement and post-violent supervision so far. The novelty of this research lies in the contribution of concrete and systematic policies as an effort to prevent bad-faith practices of business actors in the preparation of electronic contracts.

The government, as a regulator, plays a role in ensuring that trade activities run smoothly and in line with the law.[17] Weak supervision shows the need to strengthen legal protection so that consumers are not harmed in e-commerce transactions. This study aims to determine the form of consumer legal protection for e-commerce sales and purchase agreements with bad faith of business actors and supervision of business actors in the agreement to prevent consumer losses due to bad faith.

2. METHOD

This kind of legal research is normative juridical, that is, the analysis of documents that include relevant laws and rules, court decisions, and legal theories.[18] The main object of the study is the protection of consumer law regarding standard clauses in e-commerce sales and purchase agreements that are prepared unilaterally by business actors. This study emphasizes the analysis of the bad faith of business actors that are detrimental to consumers and the weak supervision of the competent authorities. In supporting research, legal sources are needed, consisting of primary and secondary legal sources. The primary legal source that is the basis of the research is the core legal material in the research, consisting of the Indonesian Civil Code, the Consumer Protection Law, the ITE Law, and implementing regulations. Furthermore, secondary legal materials consist of books, journal articles, court decisions, and others.[19]

The normative method with a conceptual approach aims to analyze legal theories and principles that underlie good faith and contractual invalidity in answering research problems. Meanwhile, the case study approach illustrates the implementation and challenges of law in real practice. Analysis of the court's decision regarding the leak of Tokopedia consumer data and Lazada's consumer financial losses shows that there is a gap between legal norms and enforcement and supervision in practice.[20] A legislative approach is needed to examine the legal norms that govern the standard of contractual clauses and consumer protection. Meanwhile, a conceptual approach is very important to build a legal

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[16] Cecillya Rosa Yohanna Surbakti et al., "Legal Protection for Consumers in Electronic Contract Standard Agreements on Online Transactions," *PESHUM : Journal of Education, Social and Humanities* 4, no. 3 (2025): 4339–50, https://doi.org/10.56799/peshum.v4i3.8923.

[17] ibid.

[18] Gunardi, *Legal Research Methodology Textbook* (Jakarta: Damera Press, 2022).

[19] Hasnati Hasnati and Puti Mayang Seruni, "Protection of Consumer Personal Data in the Digital Era," *Journal of Ius Constituendum* 9, no. 1 (January 2024): 20–35, https://doi.org/10.26623/jic.v9i1.8061.

[20] Muhaimin, *Legal Research Methods* (Mataram: Mataram University Press, 2020).

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theoretical framework that explains the principle of good faith in electronic contracts and how standard clauses can give rise to the potential abuse of freedom of contract. Then the case study approach becomes a suggestion in testing the effectiveness and weaknesses of enforcement and supervision, so that preventive efforts that are considered to be not optimal can be analyzed, such as pre-approval supervision.

3. RESULTS AND DISCUSSION

3.1 Legal Protection for Consumers against E-Commerce Sale and Purchase Agreements Carried Out in Bad Faith by Business Actors

Basically, business actors must carry out their operations in good faith, as stipulated in Article 7 of the Consumer Protection Law. One of the conditions for an agreement is good faith, as stated in Article 1338 paragraph (3) of the Civil Code, which requires that the agreement must be executed in good faith. So that the agreement formed is based on honesty and sincerity, without any fraudulent acts. The presence of good faith is at the top or most important position in the preparation of an agreement between the parties.[21] The definition of good faith is to act honestly and frankly in business activities. Meanwhile, bad faith is the opposite of good faith, which is an act that violates decency, justice, and reasonableness. So it can be concluded that bad faith refers to the behavior of business actors that is contrary to consumer protection laws and has the potential to result in customer losses.

In every business activity, there must be a relationship between business actors and consumers. Business actors aim to make a profit, while consumers aim to find satisfaction in the transactions made. It is undeniable that consumers are often parties with weak positions caused by an imbalance of positions between the two parties. So many business actors take advantage of this to carry out exploitation.[22] The two cases that occurred on the largest digital platforms, namely Tokopedia and Lazada, show that there are failures in the continuity of supervision of business actors in the scope of e-commerce, especially the fulfillment of goodwill obligations and consumer protection. The case of the Tokopedia data leak (Decision Number 235/Pdt.G/2020/PN Jkt.Pst) and the financial losses of Lazada consumers (Decision Number 588/Pdt.G/2020/PN Jkt.Brt) reflect the same problem, namely inequality due to the use of standard clauses that include exemption from liability by the platform and lack of adequate supervision by the competent institutions.

The judge ruled that Tokopedia as Defendant II had failed to provide a proper security system to prevent data leakage so that most of the consumers' personal data could be controlled by third parties without consent and of course this violated the right to privacy and data protection. In his ruling, the judge emphasized that there was bad faith from Tokopedia because it didn't gave a transparent written notice to the owner of the data required as per the laws and regulations, but instead hid the fact of the leak and only

[21] Dwi Ratna Kartikawati, *Contract Law* (Bekasi: CV. Elvaretta Buana, 2019).
[22] Kusumadewi and Sharon, *Hukum Perlindungan Konsumen*.

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provided partial clarification to the public. So that the practice contains bad faith that is detrimental to consumers. The exculpatory clause that Tokopedia is trying to use to deny responsibility is unacceptable because it is contrary to the principles of consumer protection and legal norms that govern the obligation to secure personal data and transparency for users of electronic systems. In addition, the Ministry of Communication and Information of the Republic of Indonesia as defendant I is considered negligent in carrying out supervision that has an impact on data leakage which is a form of violation of administrative legal obligations. Ironically, the decision reinforces the principle that e-commerce business actors should be responsible for the security of consumer data and avoid adverse faith attitudes. Meanwhile, the government as a regulator should supervise the enforcement and compliance of business actors.

Decision Number 588/Pdt.G/2020/PN Jkt.Brt between Amir Salim and PT. Ecart Webportal Indonesia (Lazada Indonesia) in hacking consumer accounts that violate personal data protection obligations as contained in the Consumer Protection Law and ITE Law. The violation of the law committed is negligent actions in managing electronic systems that cause account hacking and payment authorization that is detrimental to the plaintiff so that it violates the principles of consumer protection and business responsibility. The judge stated that Lazada is obliged to maintain the security of the system and take preventive measures to protect consumer data and funds, but in this case the defendant’s electronic system failed to fulfill this obligation which is contrary to the principle of good faith. The exculpation clause proposed by Lazada to release responsibility for a loss is invalid because it is contrary to the principles of justice and protection of consumer law, which requires business actors to take full responsibility for the security and validity of transactions. This court decision explicitly proves that there is bad faith from Lazada in implementing the electronic system because it continues to process refunds to accounts that have been known to have been hacked without continuous verification.

To deal with the rapid development of e-commerce in Indonesia, legal protection for consumers is a fundamental and complex need. Business actors who maximize profits through agreements that harm consumers are often blamed for the vulnerable position of consumers. In addition, another factor is the lack of consumer awareness of their rights in business activities. Therefore, the Consumer Protection Law is the legal basis for business activities, including e-commerce.[23] In every buying and selling of course, legal protection still applies, especially to consumers.

[23] Muhammad Yudha Kusumawardana, "Legal Protection for Businesses in Consumers of Electronics Goods," *The International Journal of Law Review and State Administration* 2, no. 4 (2024): 126–35, https://doi.org/10.58818/ijlrsa.v2i4.155.

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In efforts to enforce consumer protection, there are five principles that are the basis for its implementation, namely:[24] a. Principle of Profit: Every consumer protection action must maximize the benefits for the interests of the business and consumers as a whole; b. Principle of Justice: It is hoped that all levels of society can participate optimally by providing fair opportunities to business actors and consumers to obtain their rights and fulfill their obligations; c. Principal Balance: The position of the business and consumers in all business activities is proportional; d. Principle of Legal Certainty: Business actors and consumers must comply with applicable laws and regulations in the context of business operations.

Standard agreements or standard contracts have the potential to cause losses or imbalances in the position between business actors and consumers. Article 1, number 10 of the Consumer Protection Law is the basis for the definition of a standard clause, which reads: “Standard clause is any rule or provision and provision that has been prepared and determined in advance unilaterally by business actors contained in documents and/or agreements that are binding and must be fulfilled by consumers.”

Usually, standard clauses are formed by parties who have a strong position, namely, business actors. It is undeniable that the substance of a standard clause often causes a disadvantage for the recipient of the clause, which relates to e-commerce, is the consumer. If the consumer rejects the standard clause, then he does not get the necessary goods or services. Of course, this option is an option that only benefits business actors because consumers have no other choice. Because in order to get the goods or services they need, they can only accept the clause even if they object.[25] Consumers can only agree to the clause in its entirety or not agree to it at all, and is known as take it or leave.[26] This condition shows the inequality of position between business actors and consumers resulting from the dominance of standard clauses.

One of the legal actions based on Article 1320 of the Civil Code is consumer protection in the context of sale and purchase agreements. If one of the parties does not have freedom of will, then legal consequences arise that lead to the cancellation of the agreement. Of course, this can be done, which results in the contract becoming invalid and restoring the rights of the parties involved before the contract was executed and considered non-existent.[27] This provision must remain in effect in line with the electronic contract

[24] Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Consumer Legal Protection in E-Commerce Transactions Reviewed from the Perspective of the Consumer Protection Law," *Binamulia Hukum* 12, no. 1 (2023): 177–89, https://doi.org/10.37893/jbh.v12i1.599.

[25] Zulham, *Consumer Protection Law* (Jakarta: Prenada Media Group, 2013).

[26] Wahyu Suwena Putri and Nyoman Budiana, "The Validity of Electronic Contracts in E-Commerce Transactions Reviewed from the Law of Engagement," *Journal of Legal Analysis* 1, no. 2 (2018): 300, https://doi.org/10.38043/jah.v1i2.417.

[27] Ayusari Chandraningtyas and Sulastri, "Legal Consequences of Defects of Will in Sale and Purchase Agreements through Online Loans on E-Commerce," *Journal of Legal Interpretation* 4, no. 3 (2023): 750–59, https://doi.org/10.22225/juinhum.5.1.8342.750-759.

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regulations in the ITE Law. The element of bad faith in the preparation of electronic contracts can be seen from the behavior of business actors who ignore the principles of honesty and openness, for example, by inserting clauses that limit compensation or releasing responsibility for losses suffered by consumers, which are actions that violate the principles of justice as Article 1338 paragraph (3) of the Civil Code.

According to experts, Salim HS states that an electronic contract is an agreement formed by two or more parties, which includes reciprocal rights and obligations, and is agreed upon through a computer or other electronic medium.[28] In addition, Article 1, number 17 of the ITE Law states that “Electronic Contract is an agreement between parties made through an Electronic System,” This indicates that contracts expressed in the form of electronic documents or other electronic media are electronic contracts. This electronic contract is legal and binding for the parties, as stipulated in Article 18, number 1 of the ITE Law.

Contracts in the e-commerce field include standard contracts without signatures, but they are still valid. However, the standard contractual constraint is the exemption clause that causes inequality of position between the parties.[29] The definition of the exemption clause itself is an element in the agreement that provides freedom or limitation of responsibility from one party in the event of default. Of course, this arrangement is contrary to Article 18 of the Consumer Protection Law, which expressly prohibits business actors from including clauses that result in an imbalance in position or tend to harm consumers.[30] According to Article 47 paragraph (2) of the ITE Law, electronic contracts with standard provisions must be in accordance with relevant laws and regulations, so business actors should act in good faith in ensuring data security in electronic transaction activities.

If there is a violation of the provisions mentioned above, the agreement containing an imbalance clause can be canceled, then the business actor will be subject to administrative sanctions, and the obligation to compensate consumers as Article 1365 of the Civil Code regarding unlawful acts. The relationship between Article 1338 paragraph (3) of the Criminal Code, Article 18 of the Consumer Protection Law, and Article 47 paragraph (2) of the ITE Law is certainly very important because it is the basis for harmonization and justice in the implementation of the preparation of electronic contracts. It can be concluded that the drafting of an agreement accompanied by bad faith will be legally flawed.

According to Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, Article 53 paragraph (2) prohibits standard clauses from being included

[28] Tiara Patricia and Richard C. Adam, “Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce,” *UNES Law Review* 6, no. 2 (December 2023): 5114–22, https://doi.org/10.31933/unesrev.v6i2.1342.

[29] Dewa Kadek Kevin Patria and Abdul Rokhim, "Exoneration Clauses in E-Commerce: Between Freedom of Contract and Abuse of Circumstances," *USM Law Review* Journal 8, no. 3 (October 2025): 1743–57, https://doi.org/10.26623/julr.v8i3.12776.

[30] Muhammad Arif Maulana et al., "Standard Clauses in the Credit Bank Credit Agreement of the People," *USM Law Review* Journal 4, no. 1 (June 2021): 208–25, https://doi.org/10.26623/julr.v4i1.3369.

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in electronic contracts that can result in losses for consumers, as stated in the Consumer Protection Law. This regulation also regulates the prohibition of standard clauses. The use of e-commerce and information technology must be based on a number of factors, including good faith, according to Article 3 of the ITE Law. There are several prohibitions that must be considered in the preparation of standard clauses, as stated in Article 18 paragraphs (1) and (2) of the Consumer Protection Law. If the standard clause complies with Article 18 paragraphs (1) and (2) of the Consumer Protection Law, then the agreement will be declared null and void. Then, based on Article 23 of the Consumer Protection Law, according to Article 19 paragraphs (1), (2), (3), and (4), business actors have the right to be sued through the judicial institution if they refuse to meet consumer demands or do not reply.[31]

Based on the theory of Philipus M. Hadjon, which states that legal protection of the community as a government action can be classified as preventive and repressive. Preventive legal protection aims to prevent potential problems by providing space for the public to provide input or objections before government actions or decisions are declared final. Meanwhile, the protection of repressive laws aims to solve problems both in litigation and non-litigation.[32] These two strategies highlight the importance of striking a balance between prevention and settlement initiatives to provide justice and legal certainty to the public, especially consumers. Of course, there are several obstacles or weaknesses in the enforcement of consumer protection laws. Therefore, a thorough investigation is needed related to efforts to effectively supervise business activities, especially in the act of buying and selling in the scope of e-commerce between business actors and consumers.

3.2 Supervision of Business Actors in E-Commerce Sale and Purchase Agreements to Prevent Consumer Losses due to Bad Faith

In addition to the rapid development of information technology, the sustainability of business activities has undergone digital transformation with the creation of e-commerce. This transformation requires comprehensive oversight, structured controls, and regulations aimed at keeping all e-commerce business activities operating in accordance with all relevant laws and regulations. Effective supervision and very strict law enforcement will certainly affect the increase in business actors’ compliance with consumer protection laws and regulations. So the government must take proactive steps that will ensure that the enforcement of consumer protection can run properly and smoothly. Because effective supervision and law enforcement will be a vital aspect in efforts to prevent potential violations by e-commerce business actors.[33]

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[31] Ghazwan Aqrabin Faqih, Djumardin Djumardin, and Aris Munandar, "Standard Clauses in Sale and Purchase Agreements through E-Commerce According to Indonesian Positive Law," *Journal of Notary Minutes* 4, no. 2 (2023), https://doi.org/10.29303/risalahkenotariatan.v4i2.188.

[32] Putri, "The Validity of Electronic Contracts in E-Commerce Transactions Reviewed from the Law of Engagement."

[33] Falah Al Ghozali and Try Hardyanthi, "Consumer Protection on E-Commerce Platforms: Regulation and the Role of Government," *Ethics and Law Journal: Business and Notary* 2, no. 3 (2024): 136–41, https://doi.org/10.61292/eljbn.220.

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The following regulations are the basis for consumer protection supervision efforts for the operations of e-commerce business actors: a. Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law) is the main framework that regulates consumer protection supervision in Article 30 and Article 50, letter c. Furthermore, Law Number 11 of 2008 concerning Information and Electronic Transactions is an explicit regulation that regulates electronic contracts, especially the agreements contained in e-commerce in Article 18; The Consumer Protection Law also emphasizes that the obligations of business actors in carrying out business activities must be accompanied by good faith, honesty, and prohibition clauses that have the potential to cause losses to consumers; c. Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, which prohibits the creation of electronic contracts with standard clauses that may result in consumer losses in Article 53 paragraph (2); d. Regulation of the Minister of Trade Number 31 of 2023 concerning Business Licensing, Advertising, Coaching, and Supervision of Business Actors in Trade Through Electronic Systems in Articles 44 to 49, which regulates the supervision of trade activities; e. Regulation of the Minister of Trade Number 69 of 2018 concerning Supervision of Circulating Goods and/or Services in Articles 2 and 32.

According to Article 2 paragraph (1) of Permendag 69/2018, it is stated that the standard clause of goods and/or services is included in the scope of supervision by the Minister of Trade. Arrangements related to the object of supervision in the agreement contained in the standard clause have been explicitly regulated in Article 32 of Permendag 69/2018. Trade Regulation 31/2023 and Trade Regulation 69/2018 are important cornerstones in supervising consumer protection and prohibiting harmful standard clauses in e-commerce. However, the regulation is considered ineffective because it does not explicitly regulate preventive mechanisms, so supervision tends to be reactive after the occurrence of violations. The weakness lies in the synergy between authorized institutions, the lack of human resources, and the lack of education for the community. So, business actors often continue to include standard clauses in bad faith that have the potential to harm consumers without being detected early. Therefore, it is necessary to strengthen regulations in support of the pre-approval mechanism for the standard clauses of e-commerce agreements. The public, government, and non-governmental consumer advocacy groups are among the various stakeholders involved in the sustainability of consumer protection monitoring, in accordance with Article 30 of the Consumer Protection Law. According to Article 33 of the Consumer Protection Law, the National Consumer Protection Agency contributes to the development of consumer protection in Indonesia by advising and considering the government.

Based on the analysis of some of the regulations above, there is a significant gap between regulations and the effectiveness of consumer protection supervision on e-commerce transaction activities in Indonesia. The Consumer Protection Law, PP 80/2019, and Permendag 69/2018 underlie consumer protection and supervision of standard clauses

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in e-commerce agreements. However, it is unfortunate that there has been no effective and optimal law enforcement and supervision. There are weaknesses in the enforcement and supervision of BPSK, which is the main problem because BPSK has been reactive, as it will only supervise when there are consumer complaints. In the absence of an effective pre-market control mechanism to assess and screen the substance of the standard clause before it is implemented in the e-commerce electronic agreement. The rise of standard clauses that are detrimental to consumers is fueled by practices that do not receive initial control or thorough evaluation of the substance of the agreement before implementation.

This gap opens up the potential for business actors, accompanied by bad faith, to abuse standard clauses that are profitable unilaterally, so that consumer losses are created. This supervision is not able to prevent exploitation in a preventive manner, so consumers are vulnerable to losses. It is necessary to strengthen supervision through a standard clause pre-approval mechanism by the competent authority before it is implemented in an e-commerce agreement. This strategy closes loopholes or potential weaknesses in law enforcement to reduce the burden of dispute resolution after the transaction is held.

The Consumer Dispute Resolution Agency (BPSK) is an independent institution established with the aim of carrying out executive, judicial, and advocacy functions. The BPSK implementing authority concerned supervises the inclusion of standard clauses, judicial authority to give decisions to business actors who commit violations, accompanied by the imposition of sanctions. BPSK can resolve consumer protection problems through non-litigation, as per Article 1, number 10 of Law Number 30 of 1999 concerning Alternative Dispute Resolution, where non-litigation efforts that can be carried out by BPSK are conciliation, mediation, and arbitration. In addition, in accordance with Article 52, letter c of the Consumer Protection Law, BPSK is responsible and authorized to supervise the insertion of standard provisions. Parties who are not satisfied with the BPSK Decision can file an objection through the District Court, so that the BPSK decision is considered final and binding.

The normative obstacle is the limited authority of BPSK. Because the supervision carried out by BPSK on the standard clauses is carried out in a repressive manner, supervision will not be carried out without complaints from consumers. Therefore, if a business actor is suspected of violating the provisions, they will be given three consecutive written warnings with an interval of one month between each warning.[34] The supervision is only intended as coaching, so BPSK cannot impose any sanctions on business actors who are indicated to have committed violations. Another obstacle to BPSK in supervising standard clauses is the lack of technical regulations on the supervision of standard clauses, so that institutions feel that they do not have guidance in enforcing legal protection for

[34] Saharuddin Daming and Dadang Iskandar, "Legal Review on the Effectiveness of the Implementation of the Functions and Authorities of the Consumer Dispute Settlement Band in Greater Bogor," *YUSTISI* 4, no. 2 (September 2017): 44–59, https://doi.org/10.32832/yustisi.v4i2.1077.

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consumers. Then, external factors are that the public still does not know and understand the function of BPSK and how to file a complaint as a consumer who feels aggrieved.[35]

Furthermore, the technical obstacles faced by BPSK, as stated by Susanti Adi Nugroho, as the Supreme Court Justice of the Republic of Indonesia, include the lack of human resources, lack of coordination between the officials in charge, and lack of socialization and low legal awareness of the community are obstacles experienced by BPSK so that in carrying out activities cannot run optimally. The role of BPSK is considered too heavy and unbalanced with human resources who are able to carry out the tasks given.[36]

The effectiveness of law enforcement based on Soerjono Soekanto's theory consists of legal factors, law enforcement, supporting facilities and facilities, community, and culture. Research conducted by Rizky (2019) shows that the effectiveness of BPSK DKI Jakarta in supervising standard clauses is based on five factors. Soerjono Soekanto proves that not all of these factors are met. Because the supervision carried out by BPSK DKI Jakarta is not carried out optimally due to the lack of supporting facilities and facilities, the public's understanding of the existence of BPSK is limited. So, people as consumers who suffer losses tend to be passive by not filing complaints with the authorities.[37] Therefore, the pre-approval mechanism as an innovative effort is needed as a preventive measure in preventing business actors from committing bad faith by including standard clauses that are detrimental to consumers. The mechanism allows the authorities, in this case BPSK, to assess and screen clauses before they are enforced, which aims to minimize consumer losses, increase the effectiveness of supervision, and strengthen overall legal protection in e-commerce transaction activities. Not only as a form of responsive supervision, but the pre-approval mechanism is also certainly systematic and according to the needs of consumer protection in this digital era.

Efforts that can be made to overcome the problem of the effectiveness of supervision on the enforcement of optimal consumer legal protection, this study proposes a pre-approval strategy for e-commerce standard agreements. This strategy aims to prevent business actors from becoming unbalanced in their position, as they tend to prioritize profits by including standard clauses that have the potential to cause losses for consumers. Then there are regulatory obstacles where there is no regulation that regulates the Standard Operating Procedure pre-approval mechanism in the standard clause agreement. The pre-approval

[35] Intan Herdanareswari, "Implementation of Article 52 Letter C concerning the Supervision of Standard Clauses by BPSK in Law Number 8 of 1999 concerning Consumer Protection (Study at the Disperindag and Bpsk Malang City)," in *Student Journal of the Faculty of Law, Universitas Brawijaya* (Universitas Brawijaya, 2014), 34882, https://www.neliti.com/publications/34882/.

[36] Kurniawan Kurniawan, "Problems and Constraints for Consumer Dispute Resolution through the Consumer Dispute Settlement Agency (BPSK)," *Journal of Legal Dynamics* 12, no. 1 (January 2012): 160–72, https://doi.org/10.20884/1.jdh.2012.12.1.113.

[37] Rizky Darmawan and Mustolih Mustolih, "The Effectiveness of Supervision of the Consumer Dispute Resolution Agency on the Inclusion of Standard Clauses in Dki Jakarta Province," *Journal of Legal Research* 2, no. 1 (2020): 211–26, https://doi.org/10.15408/jlr.v2i1.14572.

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strategy is inspired by the concept of pre-approval in the Home Ownership Loan (KPR) process where a letter of approval is issued by the bank to the customer showing that the bank has approved the credit applied by the customer.[38] Pre-approval in credit applications aims to assess the eligibility of the customer, so that the bank has the right to approve or reject the application.[39]

The pre-approval mechanism effectively prevents bad faith by business actors by assessing and screening standard clauses before they are enforced, so that exculpatory clauses that are detrimental to consumers can be limited before the implementation of the agreement. This mechanism certainly ensures that the clauses in the agreement meet the principles of justice, balance, and fairness as stipulated in laws and regulations. So that business actors cannot abuse the clause to free themselves from liability or limitation on compensation. In addition to BPSK, there is the Ministry of Home Affairs that is able to regulate and supervise standard clauses in electronic business agreements. Meanwhile, the Ministry of Communication and Information should focus on securing electronic systems and protecting personal data. Collaboration between institutions is needed in order to achieve effective and optimal supervision in the implementation of the pre-approval mechanism in standard clause agreements, especially in the scope of e-commerce.

In addition, in order to prevent violations of Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and/or Unfair Business Competition, a similar approach known as pre-notification to the Business Competition Supervisory Commission (ICC) aims to enforce business competition law in the unique context of mergers and acquisitions of companies. ICC has the authority to examine business actors in response to reports from the public or other business actors. Therefore, the implementation of pre-notification is present as a repressive action against merger and acquisition activities of companies that have the potential to violate these provisions. These efforts are certainly able to increase ICC's supervision of business competition activities, because before business actors make mergers or acquisitions, related parties must first submit for approval to ICC, and a review will be carried out. This study serves to determine whether the business actors who will carry out mergers and acquisitions have met the qualifications as stated in the laws and regulations.[40]

Therefore, efforts are recommended to overcome the imbalance in position caused by the bad faith of business actors by preventing business actors from including standard clauses that are detrimental to consumers in e-commerce sales and purchase agreements

[38] Azansyah Hashif et al., "The Application of the Principle of Prudence in the Provision of Home Ownership Loans (KPR) for Indented Houses," *Journal of SOMASI (Social Humanities Communication)* 2, no. 1 (2021): 1–8, https://doi.org/10.53695/js.v2i1.258.

[39] Valdio A. Iroth, "The Application of Tax Provisions to Credit Card Transactions Issued by Government Banks," *Lex Administratum* 4, no. 1 (January 2016): 120–26, https://doi.org/10.35794/jmbi.v9i3.43152.

[40] Wizna Gania Balqis, "Handling of Pre-Notification Cases by ICC in the Legal Framework of Business Competition in Indonesia," *Journal of Judicial* Affairs, no. 2 (2020): 140–54, https://doi.org/10.32529/yustisiabel.v4i2.644.

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through a pre-approval strategy. As the example described earlier, the pre-approval strategy is implemented before the e-commerce sale and purchase agreement is used. If look at the current regulations and oversight system, the government only controls e-commerce agreements during and after the agreement comes into effect. However, there is no supervision before the e-commerce sale and purchase agreement comes into effect. So that every clause in the standard agreement formed by business actors must go through review and verification by the authorized legal entity, namely BPSK, in order to meet certain qualifications.

The qualification in question is a principle that should be contained in an agreement, in the context of this problem, one of which is the good faith of the business actor in drafting the agreement, the absence of clauses that explicitly or implicitly have the potential to cause losses for one of the parties, especially consumers. The procedure for the standard clause pre-approval mechanism in electronic agreements is First, the submission of clauses by business actors that will be included in the electronic agreement, especially e-commerce through an online form on the official electronic portal provided by BPSK accompanied by several other administrative provisions such as company identity, subjects, and company sectors. Second, the institution that has the authority to carry out verification is BPSK as its duties and authority in assessing and supervising the feasibility of standard clauses based on applicable legal provisions. Third, the qualification of the feasibility standard must at least contain the principle of good faith, the terms of the agreement as Article 1320 and Article 1338 paragraph (3) of the Civil Code, as well as provisions in consumer protection both in the Consumer Protection Law and the ITE Law such as aspects of balance, fairness, and not harm to consumers. Fourth, the standard BPSK period in completing the evaluation stage is a maximum of 30 (thirty) working days calculated from the time the complete submission is received. Finally, the implementation of pre-approval is when business actors can only use standard clauses that have obtained the agreement of BPSK as an authorized institution. All pre-approval stages will of course be held online through the official BPSK portal, so that it is transparent and efficient.

This pre-approval strategy certainly prevents business actors from using standard clauses as a tool of consumer exploitation for their own interests which is a manifestation of acts of bad faith. Accompanied by strict supervision from the start, it is possible to create a fair and transparent e-commerce buying and selling climate, and provide protection for consumers as vulnerable or weak parties in contractual relationships. In addition, it is hoped that it will reduce the burden of dispute resolution institutions in overcoming the problems caused and emphasizing to business actors the importance of accountability and good faith in conducting commercial operations. A standard agreement that goes through a pre-approval process is expected to become a fair standard agreement and ensure legal certainty for each party by providing optimal protection.

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4. CONCLUSION

This study confirms that the use of standard clauses accompanied by bad faith in e-commerce agreements constitutes a violation of Article 18 of the Consumer Protection Law, the Indonesian Civil Code, and Government Regulation Number 80 of 2019, thereby undermining consumer rights as the weaker party. The Tokopedia data breach case and consumer losses experienced on Lazada demonstrate that existing supervisory and law enforcement mechanisms remain predominantly reactive and ineffective in preventing the exploitation of standard clauses by business actors. Standard clauses that contravene the principles of fairness, balance, and freedom of contract as stipulated in Article 1338 of the Civil Code render such agreements null and void by law. Therefore, this study emphasizes the urgency of adopting a preventive regulatory approach through the implementation of a pre-approval mechanism for standard clauses by the Consumer Dispute Settlement Board (BPSK) prior to the enforcement of electronic agreements. Strengthening institutional synergy among supervisory bodies, enhancing public participation, and pursuing regulatory reform are essential to ensuring effective consumer protection and minimizing the potential abuse of standard clauses within Indonesia's e-commerce sector.

REFERENCES

Ali, Apriyodi, Achmad Fitrian, and Putra Hutomo. "Kepastian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Sebuah Perjanjian Baku Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata." *SENTRI: Jurnal Riset Ilmiah* 1, no. 2 (October 2022): 270–78. https://doi.org/10.55681/sentri.v1i2.234.

Balqis, Wizna Gania. "Penanganan Perkara Pre-Notification Oleh Kppu Dalam Kerangka Hukum Persaingan Usaha Di Indonesia." *Jurnal Yustisiabel* 4, no. 2 (2020): 140–54. https://doi.org/10.32529/yustisiabel.v4i2.644.

Chandraningtyas, Ayusari, and Sulastri. "Akibat Hukum Cacat Kehendak Dalam Perjanjian Jual Beli Melalui Pinjaman Online Pada E-Commerce." *Jurnal Interpretasi Hukum* 4, no. 3 (2023): 750–59. https://doi.org/10.22225/juinhum.5.1.8342.750-759.

Daming, Saharuddin, and Dadang Iskandar. "Tinjauan Hukum Terhadap Efektivitas Pelaksanaan Fungsi Dan Wewenang Bdan Penyelesaian Sengketa Konsumen Di Bogor Raya." *YUSTISI* 4, no. 2 (September 2017): 44–59. https://doi.org/10.32832/yustisi.v4i2.1077.

Darmawan, Rizky, and Mustolih Mustolih. "Efektivitas Pengawasan Badan Penyelesaian Sengketa Konsumen Pada Pencantuman Klausul Baku Di Provinsi Dki Jakarta." *Journal of Legal Research* 2, no. 1 (2020): 211–26. https://doi.org/10.15408/jlr.v2i1.14572.

Faqih, Ghazwan Aqrabin, Djumardin Djumardin, and Aris Munandar. "Klausula Baku Dalam Perjanjian Jual Beli Melalui E-Commerce Menurut Hukum Positif Indonesia." *Jurnal Risalah Kenotariatan* 4, no. 2 (2023). https://doi.org/10.29303/risalahkenotariatan.v4i2.188.

Fista, Yanci Libria, Aris Machmud, and Suartini Suartini. "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang

Received: 5-11-2025
Revised: 8-11-2025
Accepted: 13-12-2025
e-ISSN: 2621-4105

Perlindungan Konsumen." *Binamulia Hukum* 12, no. 1 (2023): 177–89. https://doi.org/10.37893/jbh.v12i1.599.

Ghozali, Falah Al, and Try Hardyanthi. "Perlindungan Konsumen Pada Platform E-Commerce: Regulasi Dan Peran Pemerintah." *Ethics and Law Journal: Business and Notary* 2, no. 3 (2024): 136–41. https://doi.org/10.61292/eljbn.220.

Gunardi. *Buku Ajar Metodologi Penelitian Hukum*. 2022.

Handriani, Aan. "Perlindungan Konsumen Dalam Perjanjian Transaksi Jual Beli Online." *Pamulang Law Review* 3, no. 2 (2020): 127. https://doi.org/10.32493/palrev.v3i2.7989.

Hashif, Azansyah, Bismar Nasution, Sunarmi, and Mahmul Siregar. "Penerapan Prinsip Kehati-Hatian Dalam Pemberian Kredit Pemilikan Rumah (KPR) Atas Rumah Inden." *Jurnal SOMASI (Sosial Humaniora Komunikasi)* 2, no. 1 (2021): 1–8. https://doi.org/10.53695/js.v2i1.258.

Hasnati, Hasnati, and Puti Mayang Seruni. "Consumer's Personal Data Protection in the Digital Era." *Jurnal Ius Constituendum* 9, no. 1 (January 2024): 20–35. https://doi.org/10.26623/jic.v9i1.8061.

Herdanareswari, Intan. "Implementasi Pasal 52 Huruf C Tentang Pengawasan Klausula Baku oleh BPSK dalam Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (Studi di Disperindag dan Bpsk Kota Malang)." In *Jurnal Mahasiswa Fakultas Hukum Universitas Brawijaya*, 34882. Universitas Brawijaya, 2014. https://www.neliti.com/publications/34882/.

Hutagalung, Krismat, Hasnati Hasnati, and Indra Afrita. "Perlindungan Hukum Konsumen Terhadap Perjanjian Baku yang Merugikan Konsumen." *Mizan: Jurnal Ilmu Hukum* 10, no. 2 (December 2021): 207–31. https://doi.org/10.32503/mizan.v10i2.1850.

Iroth, Valdio A. "Penerapan Ketentuan Pajak Pada Transaksi Kartu Kredit Yang Di Keluarkan Oleh Bank Pemerintah." *Lex Administratum* 4, no. 1 (January 2016): 120–26. https://doi.org/10.35794/jmbi.v9i3.43152.

Kartikawati, Dwi Ratna. *Hukum Kontrak*. Bekasi: CV. Elvaretta Buana, 2019

Kurniawan, Kurniawan. "Permasalahan Dan Kendala Penyelesaian Sengketa Konsumen Melalui Badan Penyelesaian Sengketa Konsumen (BPSK)." *Jurnal Dinamika Hukum* 12, no. 1 (January 2012): 160–72. https://doi.org/10.20884/1.jdh.2012.12.1.113.

Kusumadewi, Yessy, and Grace Sharon. *Hukum Perlindungan Konsumen*. Yogyakarta: Lembaga Fatimah Azzarah, 2022.

Kusumawardana, Muhammad Yudha. "Legal Protection for Businesses in Consumers of Electronic Goods." *The International Journal of Law Review and State Administration* 2, no. 4 (2024): 126–35. https://doi.org/10.58818/ijlrsa.v2i4.155.

Martinelli, Imelda, Satria Hadi Wibowo, Gertrud Felita Maheswari Andreas, and Majolica Ocarina Fae. "Penggunaan Click-Wrap Agreement Pada E-Commerce: Tinjauan Terhadap Keabsahannya Sebagai Bentuk Perjanjian Elektronik." *Jurnal Supremasi* 14 (2024): 73–86. https://doi.org/10.35457/supremasi.v14i1.2797.

Maulana, Muhammad Arif, Diah Sulistyani Rs, Zaenal Arifin, and Soegianto Soegianto. "Klausula Baku Dalam Perjanjian Kredit Bank Perkreditan Rakyat." *Jurnal USM Law Review* 4, no. 1 (June 2021): 208–25. https://doi.org/10.26623/julr.v4i1.3369.

Muhaimin. *Metode Penelitian Hukum*. Mataram: Mataram University Press, 2020.

Received: 5-11-2025
Revised: 8-11-2025
Accepted: 13-12-2025
e-ISSN: 2621-4105

Nasrullah, and Fibriyanti Karim. *E-Commerce dalam Aspek Hukum Perdata dan Hukum Pidana*. Gorontalo: Cahaya Arsh Publisher & Printing, 2024.

Nugraha, Sakti, Dwi Andayani, and M.S Tumanggor. "Pertanggungjawaban Hukum Pelaku Usaha E-Commerce Atas Terjadinya Pencurian Data Konsumen Melalui Aplikasi Tokopedia Berdasarkan Pasal 19 Dan Pasal 62 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *UNES Law Review* 6, no. 2 (2023): 4896–909. https://doi.org/10.31933/unesrev.v6i2.1165.

Patria, Dewa Kadek Kevin, and Abdul Rokhim. "Klausula Eksonerasi Dalam E-Commerce: Antara Kebebasan Berkontrak Dan Penyalahgunaan Keadaan." *Jurnal USM Law Review* 8, no. 3 (October 2025): 1743–57. https://doi.org/10.26623/julr.v8i3.12776.

Patricia, Tiara, and Richard C. Adam. "Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce." *UNES Law Review* 6, no. 2 (December 2023): 5114–22. https://doi.org/10.31933/unesrev.v6i2.1342.

Pratiwi, Dinda, and Rianda Dirkareshza. "Pengelabuan Informasi Harga Di E-Commerce Terhadap Konsumen Melalui Flash Sale." *Jurnal Ius Constituendum* 8, no. 3 (October 2023): 406–23. https://doi.org/10.26623/jic.v8i3.7344.

Putri, Wahyu Suwena, and Nyoman Budiana. "Keabsahan Kontrak Elektronik Dalam Transaksi E-Commerce Ditinjau Dari Hukum Perikatan." *Jurnal Analisis Hukum* 1, no. 2 (2018): 300. https://doi.org/10.38043/jah.v1i2.417.

Rosa Yohanna Surbakti, Cecillya, Daren William Hermanto, Joshua Sabam Jonathan Hutagalung, and Piers Dickson. "Perlindungan Hukum Bagi Konsumen Dalam Perjanjian Standar Kontrak Elektronik Pada Transaksi Online." *PESHUM : Jurnal Pendidikan, Sosial Dan Humaniora* 4, no. 3 (2025): 4339–50. https://doi.org/10.56799/peshum.v4i3.8923.

Sakti, Muthia, Sulastri, Itok Dwi Kurniawan, and Fairuz Mumtaz Abafiyah Putri. "Prevention of the Predatory Pricing Practices for Imported Products in E-Commerce." *JIMPS: Jurnal Ilmiah Mahasiswa Pendidikan Sejarah* 8, no. 4 (2023): 5257–68. https://doi.org/10.24815/jimps.v8i4.27177.

Seran, Diego Fernando, Andika Wijaya, and Satriya Nugraha. "Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen." *Innovative: Journal Of Social Science Research* 5, no. 2 (April 2025): 3654–76. https://doi.org/10.31004/innovative.v5i2.18721.

Siswanta, Anggitariani Rayi Larasati. "Penerapan Asas Pacta Sunt Servanda dalam Perjanjian Standar yang Mengandung Klausula Eksonerasi Tanpa Menerapkan Asas Itikad Baik." *Jurnal de Jure* 15, no. 1 (May 2023): 46–63. https://doi.org/10.36277/jurnaldejure.v15i1.798.

Solihin, Enan Nova, Pristika Handayani, and Rizki Tri Anugrah Bhakti. "Analisis Hukum Perdata Terhadap Klausul Baku Dalam Kontrak Bisnis Industri Manufaktur." *Jurnal USM Law Review* 8, no. 3 (September 2025): 1533–45. https://doi.org/10.26623/julr.v8i3.12781.

Zulham. *Hukum Perlindungan Konsumen*. Jakarta: Prenada Media Group, 2013.