JSH
Jurnal Smart Hukum
https://ejournal.ipinternasional.com/index.php/jsh
Open Access Journal
by Inovasi Pratama Internasional. Ltd
Member of Crossref
ISSN. 2961-841X

Veiled Exoneration: The Collision of Freedom of Contract and the Principle of Justice in Digital-Era Consumer Standard Clauses

Maranatha Purba[1*)], Maidin Gultom[2)] Ica Karina[3)], Janus Sidabalok[4)]

[1, 2, 3, & 4] Faculty of Law, Universitas Katolik Santo Thomas, Indonesia
Email: maranatha.pata@gmail.com[1], gultommaidin@gmail.com[2], ica_karina@ust.ac.id[3], janus.sidabalok@gmail.com[4]
Correspondence Authors: maranatha.pata@gmail.com
DOI: https://doi.org/10.55299/jsh.v4i3.2008
***Article history:** Received February 04, 2026: Revised March 05, 2026: Accepted April 04, 2026*

Abstract
The proliferation of digital platforms has normalized the use of standard form contracts, often concealing exculpatory clauses that effectively exonerate businesses from liability while binding consumers to non-negotiable terms. This article examines the latent tension between the principle of freedom of contract (partij autonomie) and the principle of justice within boilerplate consumer agreements in the digital ecosystem. Although freedom of contract serves as the doctrinal foundation of private law, its uncritical application in adhesive contracts frequently produces substantively unfair outcomes, particularly when consumers are presented with take-it-or-leave-it terms masked by digital consent mechanisms such as clickwrap and browsewrap agreements. This study employs a normative legal methodology, analyzing statutory regulations, judicial decisions, and comparative legal frameworks to deconstruct how veiled exoneration operates in practice. The findings reveal a structural asymmetry: while standard clauses enhance transactional efficiency, they systematically undermine procedural and substantive justice by shifting risks disproportionately onto consumers. Furthermore, the digital environment exacerbates this disparity through information asymmetry, algorithmic opacity, and the absence of meaningful bargaining power. This article argues that reconciling contractual freedom with justice demands a recalibrated regulatory approach that incorporates good faith obligations, enhanced disclosure duties, and judicial oversight over unconscionable terms. Ultimately, the paper contends that the digital era necessitates a rethinking of contract law doctrine, moving beyond formal consent toward a more equitable framework that safeguards consumer rights without wholly negating contractual autonomy.

Keywords: *Veiled Exoneration, Freedom of Contract, Principle of Justice, Standard Clauses, Consumer Agreements, Digital Era*

INTRODUCTION

The development of the digital economy has fundamentally transformed the landscape of contractual relationships between businesses and consumers. Transactions that were previously conducted face-to-face with equal bargaining opportunities have now shifted to electronic transactions that are fast and convenient through various digital platforms. This transformation, on one hand, offers unprecedented efficiency and accessibility. On the other hand, it gives rise to serious challenges in terms of consumer protection, particularly concerning the use of standard clauses that often contain exoneration provisions detrimental to consumers.

An exoneration clause (*exoneratie clausule*) is a clause included in an agreement with the purpose of releasing or limiting the liability of one party, typically the business actor, in the event of default or unlawful acts. In the context of standard agreements (*standard contract*), this clause is unilaterally inserted by the business actor without providing room for negotiation to consumers. Consumers are merely faced with two options: accept the entire content of the agreement (*take it*) or reject the transaction (*leave it*) (Anggraini et al., 2024).

Data from various studies indicate that this phenomenon is systemic. A study conducted by Andrea Boyack on 100 companies regarding online Terms and Conditions revealed that more than 80% of consumer contracts contain four categories of destructive clauses, namely dispute resolution mandates, liability waivers, damage limitations, and unilateral amendment authorizations. Even almost all companies (98%) limit their liability through the release of implied warranties (Boyack, 2021). These findings confirm that exoneration practices are not exceptions but rather standard practices in the digital industry.

In Indonesia, this practice is also prevalent. Research by Anggraini et al. (2024) shows that although Article 18 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) explicitly prohibits the inclusion of standard clauses that release business liability, in practice, many clauses are still found that violate these provisions and harm consumers. The weakness of supervision, especially by the Consumer Dispute Settlement Body (*Badan Penyelesaian Sengketa Konsumen* or BPSK), which is passive and only acts upon consumer complaints, further exacerbates this condition (Harianto, 2016).

The phenomenon of veiled exoneration in standard clauses triggers a fundamental tension between two principles of contract law that have long been considered fundamental: the principle of freedom of contract (*partij autonomie*) and the principle of justice (*principle of justice*). The principle of freedom of contract, as regulated in Article 1338 of the Indonesian Civil Code, states that "all agreements legally made shall apply as law for those who make them." This principle grants autonomy to the parties to determine the content and form of the agreement according to their own will.

However, in practice, freedom of contract is often interpreted narrowly as merely formal freedom, without regard to the equality of the parties' positions. In standard agreements, consumers do not possess the freedom to determine the content of the agreement, but rather only the freedom to approve or reject the entire content of the agreement. Research by Priyono et al. (2025) reveals that the application of the aspect of justice in standard agreements remains far from expectations. Agreements made in standard form tend to favor the party with stronger bargaining power, which typically acts as the "drafter" of the standard contract.

Further research indicates that standard agreements, from the perspective of the principle of freedom of contract, only fulfill the formal aspect of freedom, namely the freedom to make or not make an agreement and the freedom to choose the party with whom to enter into an agreement. However, standard agreements fail to fulfill the material aspect of freedom, namely the freedom to determine the content and form of the agreement (Mahendar & Buddhayati, 2019). Thus, although formally consumers are considered to have given their consent, substantively the consumer's will is not truly free because there is no meaningful alternative choice.

This tension is increasingly pronounced in the digital era. Electronic agreements, including *clickwrap agreements* and *browsewrap agreements*, have blurred the boundary between conscious consent and consent compelled by circumstances. Research by Suriati and Lubis (2025) reveals that although *clickwrap agreements* are formally recognized as binding electronic contracts, there is a normative tension between technological formalism and the civil law conception of consent as a manifestation of free and informed will. The standard contractual architecture and information asymmetry can undermine substantive autonomy even when formal compliance is met.

The digital era exacerbates this problem through several mechanisms. First, the digitization of contracts has removed the practical barriers to inserting lengthy, complex, and burdensome clauses. Prior to the digital era, businesses had to print, copy, and distribute paper forms that required cost and effort. Now, businesses can post terms and conditions through hyperlinks at no significant cost (Boyack, 2021). Second, information asymmetry is exacerbated because consumers rarely read lengthy and complex terms and conditions. Research shows that only a small fraction of consumers actually read the terms and conditions before agreeing to them. Third, consumers often lack meaningful alternative choices. In many sectors, such as social media, streaming services, and online transportation, nearly all business actors use standard clauses with substantially identical content. When all competitors use the same clauses, consumers cannot use their market choices to avoid detrimental clauses (Boyack, 2021).

Another issue is unilateral amendment clauses. Almost all business actors include clauses that allow them to change the terms and conditions unilaterally without adequate notice to consumers. This is equivalent to "signing a blank check": consumers agree to a contract whose content can change at any time without their knowledge or consent (Kim, 2013). Additionally, the use of complex language and rhetorical tactics that obscure the company's true purpose further complicates consumers' ability to understand their rights (Pollach, 2005).

Although much research has been conducted on standard clauses and exoneration, there remain significant research gaps, especially in the context of the digital era. First, most research remains focused on normative regulation without deeply analyzing the collision between the principle of freedom of contract and the principle of justice in the digital context. Second, research on the effectiveness of consumer protection in the digital era remains limited, especially concerning the supervision of standard clauses in electronic transactions. Third, there has been little research proposing a comprehensive regulatory framework to address the practice of veiled exoneration in the digital era, taking into account technological developments and dynamic business practices.

This research offers novelty by critically analyzing the collision between the principle of freedom of contract and the principle of justice in standard consumer agreement clauses in the digital era, as well as formulating concrete policy recommendations. Unlike previous research that tends to be normative-descriptive, this research employs a critical-analytical approach by comparing various jurisdictions and integrating a human rights perspective, as advocated by Admiral et al. (2025), who view unfair terms in digital contracts as a hidden threat to human rights and consumer justice.

Based on the background above, this research poses two main problem formulations: (1) How does the collision between the principle of freedom of contract and the principle of justice manifest in the practice of including exoneration clauses in standard consumer agreements in the digital era? (2) How should the regulatory and supervisory framework for standard clauses in consumer agreements in the digital era be reformulated to achieve a balance between freedom of contract and justice?

This research aims to: (1) critically analyze the collision between the principle of freedom of contract and the principle of justice in the practice of exoneration clauses in standard consumer agreements in the digital era; (2) formulate recommendations for regulatory and supervisory reform of standard clauses to achieve a balance between freedom of contract and justice.

Theoretically, this research is expected to enrich the study of contract law, particularly concerning the principle of freedom of contract and the principle of justice in the digital context. Practically, this research is expected to provide input for policymakers in formulating more effective regulations to protect consumers in the digital era, as well as provide guidance for legal practitioners and consumers in understanding their rights.

METHOD

This research employs a normative legal research method (*normative juridical*), also known as doctrinal legal research, which examines law as a system of norms, principles, rules, and doctrines (Marzuki, 2021). The approach used is multi-dimensional, combining statute-based, conceptual, and comparative approaches to provide a comprehensive analysis of the collision between freedom of contract and justice in standard consumer clauses (Marzuki, 2021).

The statute approach examines relevant positive legal regulations, including Law Number 8 of 1999 concerning Consumer Protection (Indonesia, 1999), Articles 1338 and 1320 of the Indonesian Civil Code (Indonesia, 1847), Government Regulation Number 80 of 2019 concerning Electronic Trading (Indonesia, 2019), and various international legal instruments. The conceptual approach analyzes doctrinal principles underpinning contract law, such as freedom of contract (*partij autonomie*), the principle of justice, good faith (*itikad baik*), *pacta sunt servanda*, and the doctrine of unconscionability (Harianto, 2016; Priyono et al., 2025). The comparative approach examines legal frameworks in several jurisdictions, including the United States (Uniform Commercial Code Article 2 and FTC regulations), the European Union (Directive 93/13/EEC on Unfair Terms in Consumer Contracts), Germany (BGB §§ 305-310), and Australia (Australian Consumer Law), to identify best practices and alternative regulatory models (United States, 1952; European Union, 1993; Germany, 2002; Australia, 2010).

Primary legal materials comprise binding laws, regulations, and court decisions, including Indonesian Supreme Court decisions and relevant foreign jurisprudence such as *Douez v. Facebook, Inc.* (2017) (Marzuki, 2021; Masri et al., 2026). Secondary legal materials include legal scholarship, academic journals, books, and empirical studies on consumer behavior regarding standard form contracts (Anggraini et al., 2024; Boyack, 2021). Tertiary legal materials include legal dictionaries and encyclopedias. Data collection is conducted through document and literature studies (*studi kepustakaan*) (Marzuki, 2021). Data is analyzed qualitatively using deductive reasoning, systematically interpreting legal norms and principles to draw normative conclusions and formulate prescriptive policy recommendations for regulatory reform (Marzuki, 2021).

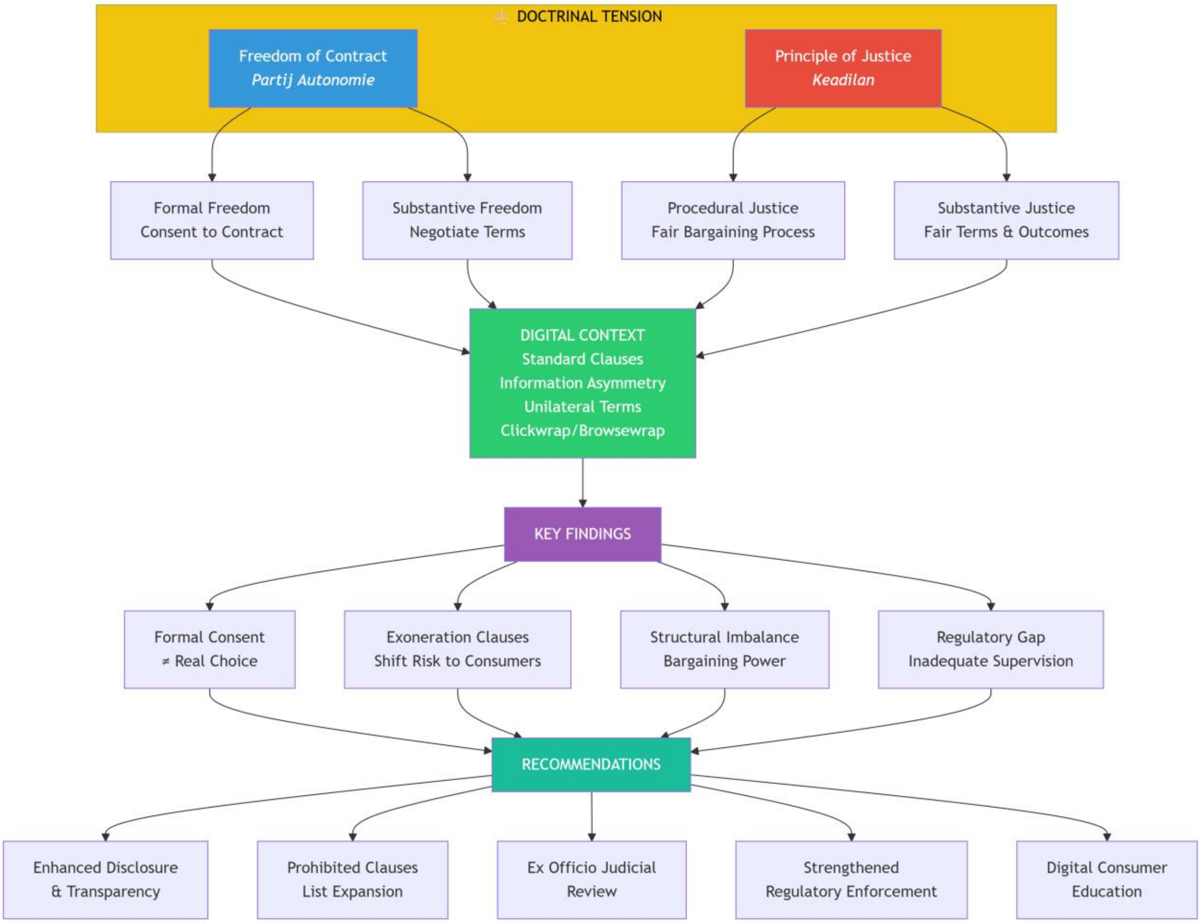

Diagram 1. Analysis Framework: Tension between Freedom of Contract and Justice

RESULT & DISCUSSION

The Prevalence and Patterns of Exoneration Clauses in Digital Consumer Contracts

The findings of this research reveal that exoneration clauses in standard consumer agreements are not merely incidental aberrations but represent a systemic feature of digital commerce. Studies indicate that standard form contracts now account for more than ninety-nine percent of all contracts made, fundamentally altering the traditional paradigm of bilateral negotiation that underpins classical contract law (Boyack, 2021). This overwhelming dominance of boilerplate agreements in the digital marketplace reflects the pursuit of transactional efficiency but simultaneously creates structural vulnerabilities for consumers.

The empirical evidence demonstrates that exoneration clauses manifest in several distinct patterns across digital platforms. First, absolute liability waivers completely absolve business actors from responsibility for any loss or damage, regardless of fault. These clauses often employ broad language such as "not responsible for any damages arising from the use of our services" (Anggraini et al., 2024). Second, partial limitation clauses cap liability at the amount paid by the consumer, effectively insulating businesses from consequential or indirect losses. Third, procedural obstruction clauses create complex, multi-layered complaint procedures that discourage consumers from pursuing legitimate claims (Dewi & Hasana, 2025).

An illustrative case from Indonesian practice involves a consumer who purchased a damaged electronic item through a major e-commerce platform but encountered significant obstacles in filing warranty claims or requesting refunds due to complicated procedures and inadequately explained warranty clauses (Umiyati, 2025). This case exemplifies how exoneration clauses operate not merely as legal devices but as practical barriers to consumer redress.

Table 1: Typology of Exoneration Clauses in Digital Consumer Contracts

Type of Clause	Characteristic	Example Formulation	Legal Status under UUPK Art. 18
Absolute Liability Waiver	Complete release of business liability	"Seller shall not be liable for any damages whatsoever"	Prohibited (Art. 18(1)(a))
Partial Limitation of Liability	Caps liability to transaction value	"Liability limited to the purchase price paid"	May be permitted if reasonable
Procedural Obstruction	Creates burdensome claim procedures	"Claims must be submitted within 3 days of receipt"	Potentially prohibited if unreasonable
Unilateral Amendment	Allows business to change terms without consent	"Terms may be modified at any time without notice"	Prohibited (Art. 18(1)(g))
Warranty Disclaimer	Disclaims implied warranties	"Products sold 'as is' without any warranty"	Prohibited if violates statutory warranties

Source: Compiled from Anggraini et al. (2024); Dewi & Hasana (2025); and Umiyati (2025).

The analysis shows that while Article 18 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) explicitly prohibits the inclusion of exoneration clauses that transfer business liability to consumers, enforcement remains weak. The Consumer Dispute Settlement Body (BPSK) operates on a passive complaint-based model, only acting when consumers file formal grievances (Harianto, 2016). This structural limitation in the supervisory framework allows business actors to continue including prohibited clauses with relative impunity.

Research confirms that common seller clauses - specifically those disclaiming liability for shipping damage or manufacturing variance, and those refusing product returns or refunds - directly contravene UUPK Article 18, particularly points (1)(a) (prohibiting transfer of business responsibility) and (1)(b) (concerning refusal of returns). Pursuant to UUPK Article 18(3), these non-compliant contractual terms are declared null and void by law (*batal demi hukum*) (Umiyati, 2025). However, the practical impact of this statutory nullity is limited by low consumer awareness, inadequate supervision, and the absence of proactive judicial review of standard terms.

The Doctrinal Tension: Freedom of Contract versus Substantive Justice

The core doctrinal tension identified in this research lies between the formal conception of freedom of contract and the substantive demands of justice in adhesive contracts. Article 1338 of the Indonesian Civil Code establishes that "all agreements legally made shall apply as law for those who make them," embodying the principle of *pacta sunt servanda*. This provision reflects the classical liberal understanding of contract, where party autonomy and freedom of choice are presumed to produce mutually beneficial outcomes.

However, the research findings demonstrate that standard agreements in the financial services and retail sectors do not fully implement the principle of freedom of contract in its substantive sense (Anggraini et al., 2024). Consumers are not given the opportunity to determine the content and form of the agreement; rather, they are provided only the option to accept or reject terms drafted unilaterally by parties with superior bargaining power. This creates what scholars describe as an "adhesion contract" (*contract d'adhésion*), where the weaker party adheres to pre-determined terms without meaningful negotiation (Mahendar & Buddhayati, 2019).

Priyono et al. (2025) confirm that the application of fairness aspects in standard agreements remains far from expectations. Agreements made in standardized form tend to benefit the party with stronger bargaining power - typically the party acting as the "designer" of the standard contract (Priyono et al., 2025). The principle of *redelijkheid en billijkheid* (reasonableness and fairness), derived from Dutch legal tradition that significantly influenced Indonesia's civil law system, serves as the basis for assessing contractual balance. When an imbalance or clause disadvantages one party - particularly the consumer - a judge may declare the clause invalid (Harianto, 2016). Yet in Indonesian practice, such protection has not been effectively implemented.

Table 2: Formal versus Substantive Freedom of Contract in Digital Standard Agreements

Dimension	Formal Freedom of Contract	Substantive Freedom of Contract
Consent Mechanism	Clickwrap/Browsewrap acceptance	Informed, voluntary, and meaningful consent
Negotiation Opportunity	None	Genuine opportunity to bargain terms
Information Access	Terms available via hyperlink	Clear, comprehensible disclosure
Choice Alternatives	Take-it-or-leave-it	Genuine market alternatives
Judicial Review	Minimal	Active scrutiny of unfair terms
Consumer Position	Formally equal (de jure)	Substantively weaker (de facto)

Source: Compiled from Mahendar & Buddhayati (2019); Priyono et al. (2025); and Suriati & Lubis (2025).

The digital environment exacerbates this tension through several mechanisms. First, the digitization of contracts has removed practical barriers to inserting lengthy, complex clauses. Unlike paper contracts with printing and distribution costs, digital platforms allow businesses to post terms through hyperlinks at minimal expense (Boyack, 2021). Second, information asymmetry intensifies because consumers rarely read lengthy terms and conditions. Studies demonstrate that considerably less than 1 percent of consumers open End-User License Agreements (EULAs) before clicking "I agree" (Boyack, 2021). Moreover, reading every privacy policy encountered annually would consume an estimated 76 working days, making informed consent practically impossible (Boyack, 2021).

Third, consumers often lack meaningful alternative choices. In many sectors - such as social media, streaming services, and online transportation - nearly all platforms use standard clauses with substantively identical content. When all competitors employ the same detrimental clauses, consumers cannot use market choice to avoid unfair terms (Boyack, 2021). This structural convergence of boilerplate terms undermines the economic argument that competitive markets discipline contractual terms.

The Supreme Court of Canada's decision in *Douez v. Facebook, Inc.* (2017) provides an instructive comparative perspective. The lead judgment recognized that "commercial and consumer relationships are very different," particularly due to "the unequal bargaining power of the parties and the rights that a consumer relinquishes under the contract, without any opportunity to negotiate" (Douez v. Facebook, Inc., 2017, para. 18). It further acknowledged that walking away from every standard form contract is unrealistic, especially when the service is important to social and political participation. However, the Court treated these concerns primarily as public policy considerations rather than grounds for invalidating the contract itself (Douez v. Facebook, Inc., 2017, para. 20).

Justice Abella's concurring judgment in *Douez* offers a more progressive approach, finding the forum selection clause unconscionable on broader contractual grounds. Her pivotal question - "[c]an it realistically be said that the consumer turned his or her mind to all the terms and gave meaningful consent?" - directly challenges the formal consent model that underlies current doctrine (Douez v. Facebook, Inc., 2017, Abella J., concurring). If adopted more widely, this approach would support the position that non-core terms in standard form contracts are unenforceable due to consumers' inability to rationally consider their interests (Cheong & Zou, 2025).

Comparative Regulatory Approaches and Reform Implications

The comparative analysis reveals significant divergence in how jurisdictions address the problem of unfair standard terms. The European Union's Directive 93/13/EEC on Unfair Terms in Consumer Contracts represents the most protective approach among the jurisdictions examined. The Directive establishes a comprehensive framework that: (1) defines unfair terms as those creating a significant imbalance in parties' rights and obligations to the consumer's detriment; (2) provides an indicative (gray) list of terms presumed unfair; (3) requires transparency and plain language drafting; and (4) mandates that national courts review standard terms *ex officio* (European Union, 1993; Rieländer, 2025).

In contrast, the United States maintains a more permissive approach under the Uniform Commercial Code (UCC) Section 2-302, which focuses on the doctrine of unconscionability. This approach balances procedural unconscionability (inequality in bargaining process) against substantive unconscionability (unfairness of terms themselves) on a sliding scale (Cheong & Zou, 2025). However, the American Law

Institute's Restatement of Consumer Contracts (2024) has proven controversial, with critics arguing that its provisions are not universally accepted and fail to address challenges of the digital marketplace (Rieländer, 2025).

Table 3: Comparative Regulatory Approaches to Unfair Standard Terms

Jurisdiction	Regulatory Instrument	Approach	Key Features	Enforcement Mechanism
European Union	Dir. 93/13/EEC	Prohibitive/Regulatory	Gray list; transparency requirement; ex officio review	National courts; collective actions
United States	UCC § 2-302; FTC regulations	Unconscionability-based	Sliding scale; procedural/substantive balance	Judicial review; FTC enforcement
Germany	BGB §§ 305-310	Detailed statutory control	Prohibited clauses list; unreasonable disadvantage test	Specialized commercial courts
Australia	Australian Consumer Law	Prohibitive with statutory list	Unfair contract terms provisions; ACL enforcement	ACCC enforcement; penalties
Indonesia	UUPK Art. 18	Prohibitive but limited	Broad prohibition; limited specifics; passive enforcement	BPSK (complaint-based); OJK (sectoral)

Source: Compiled from European Union (1993); UCC Article 2; German Civil Code (2002); Australian Consumer Law (2010); and Indonesian UUPK (1999).

The Indonesian regulatory framework under UUPK Article 18, while sound in its prohibitive intent, suffers from several critical weaknesses. First, the provisions lack specificity - unlike the EU's gray list or Germany's prohibited clauses, the UUPK provides broad prohibitions without detailed implementation guidelines (Umiyati, 2025). Second, enforcement mechanisms remain inadequate due to the BPSK's passive complaint-based model and limited resources (Harianto, 2016). Third, sectoral regulators such as the Financial Services Authority (OJK) have issued supplementary regulations (e.g., POJK 1/POJK.07/2013), but these create jurisdictional overlaps and inconsistent standards (Anggraini et al., 2024). Fourth, the civil law consequences of prohibited exoneration clauses - nullity under Article 18(3) - depend on consumer initiation of legal proceedings, which is practically challenging for most consumers (Umiyati, 2025).

Indonesian jurisprudence demonstrates the courts' consistency in rejecting exoneration clauses drafted unilaterally and detrimental to the weaker party. Decisions such as the Bandung High Court Decision Number 459/PDT/2018/PT.BDG and Supreme Court Decision Number 1391 K/Pdt/2011 establish that exoneration clauses cannot be enforced if contrary to law, public order, morality, or good faith (Masri et al., 2026). However, the litigation-based nature of this review means that unfair terms remain enforceable unless specifically challenged by an aggrieved consumer.

The research findings suggest that effective reform requires a multi-pronged approach. First, legal standards should be clarified through specific implementing regulations that categorize prohibited, presumed unfair, and permissible clauses - similar to the EU's indicative list approach (Fatakh, 2025). Second, enforcement mechanisms must be strengthened through proactive supervision by regulatory authorities, rather than relying solely on consumer complaints (Masri et al., 2026). Third, the principle of freedom of contract must be reconciled with consumer protection through mandatory minimum standards for refund and warranty clauses, as advocated in comparative studies (Fatakh, 2025). Fourth, digital literacy programs should enhance consumer awareness of their rights and the risks of standard terms.

The proposed reconstruction of exoneration clause limits aims to create a balance between business interests and consumer rights in e-commerce (Masri et al., 2026). This reconstruction should include: a comprehensive ban on shifting core business responsibility; strengthening oversight mechanisms through both preventive and repressive supervision; and clear judicial guidelines for distinguishing reasonable liability limitations from absolute transfers of responsibility. Such reform would align Indonesian consumer protection with international best practices while respecting the legitimate efficiency concerns of digital commerce.

CONCLUSION

This research concludes that the practice of veiled exoneration in digital-era standard consumer contracts creates a fundamental collision between the formal principle of freedom of contract and the substantive demands of justice. While Article 18 of Law Number 8/1999 prohibits exoneration clauses, weak enforcement and passive supervisory mechanisms render such protections ineffective in practice. The digital environment exacerbates this problem through information asymmetry, unilateral terms, and the absence of meaningful consumer choice. Comparative analysis reveals that jurisdictions with proactive judicial review, ex officio scrutiny, and comprehensive prohibited clauses lists offer superior consumer protection. This research recommends regulatory reform incorporating specific prohibited clauses, strengthened enforcement mechanisms, mandatory transparency requirements, and enhanced digital consumer literacy to achieve a balanced framework that respects contractual autonomy while ensuring substantive justice for consumers.

ACKNOWLEDGEMENT

The author expresses profound gratitude to Almighty God for His blessings throughout this research. Sincere appreciation is extended to the academic supervisors for their invaluable guidance, constructive criticism, and continuous support. The author also acknowledges the contributions of colleagues and peers whose insightful discussions enriched the analysis. Finally, heartfelt thanks to family for their unwavering encouragement and understanding during the completion of this work.

REFERENCES

Admiral, A., Arifin, R., Adinda, F. A., & Ezzerouali, S. A. (2025). Unfair terms in standard digital contracts: A hidden threat to human rights and consumer justice. Yustisia Jurnal Hukum, 14(3). https://doi.org/10.20961/yustisia.v14i3.109656

Anggraini, A. M. T., Simanjuntak, M., Safari, A., Halim, R. E., & Riyadi, S. (2024). Consumer protection in the retail and financial services sectors against the practice of exoneration clauses. Journal of Consumer Sciences, 7(2), 83-96. https://journal.ipb.ac.id/index.php/jcs/issue/view/3083

Australia. (2010). Competition and Consumer Act 2010 (Cth), Schedule 2 – Australian Consumer Law.

Boyack, A. J. (2025). Abuse of contract: Boilerplate erasure of consumer counterparty rights. Iowa Law Review, 110(3), 497-560. https://scholarship.law.missouri.edu/facpubs/1201

Cheong, M. F., & Zou, M. (2025). Resolving wrongs in algorithmic contracting: Applications of the doctrines of unconscionability. UNSW Law Journal, 48(4), 1399.

Dewi, C., Lestari, I., & Nurjanah, S. (2025). The urgency of legal protection for weak parties in contemporary contract law. Advances in Social Humanities Research, 3(4), 347-358.

Dewi, F. N. F., & Hasana, D. (2025). Legal impact of exoneration clauses in standard contract deeds with high legal risk. Tabelius Jurnal Hukum, 12(4).

Douez v. Facebook, Inc., 2017 SCC 33 (Can.).

European Union. (1993). Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. Official Journal of the European Communities, L 95/29.

Fatakh, A. (2025). The urgency of setting refund and warranty clauses in electronic agreements: Harmonization between covenant law and consumer protection. Akta Jurnal Hukum, 12(4).

Federal Trade Commission. (2023). FTC policy statement on unfairness. Retrieved from https://www.ftc.gov

Germany. (2002). Bürgerliches Gesetzbuch [German Civil Code], §§ 305-310.

Harianto, D. (2016). Asas kebebasan berkontrak dalam perjanjian baku [The principle of freedom of contract in standard agreements]. Jurnal Hukum dan Peradilan, 5(2), 235-252.

Hassanah, H., & Aprilianti, A. (2024). Law transformation of civil liability in digital business. Advances in Social Science, Education and Humanities Research, 854, 145-158.

Indonesia. (1999). Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen [Law Number 8 of 1999 concerning Consumer Protection]. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42.

Indonesia. (2019). Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik [Government Regulation Number 80 of 2019 concerning Electronic Trading].
Indonesia. (1847). Burgerlijk Wetboek [Kitab Undang-Undang Hukum Perdata] [Indonesian Civil Code].
Kim, N. (2013). Wrap contracts and the right to modify: The problem of unilateral amendment in online standard form agreements. Yale Journal of Law and Technology, 15(2), 233-285.
Mahendar, D., & Buddhayati, N. (2019). Penerapan asas kebebasan berkontrak dalam perjanjian baku [Application of the principle of freedom of contract in standard agreements]. Jurnal Hukum Bisnis, 8(3), 112-128.
Marzuki, P. M. (2021). Penelitian hukum [Legal research] (15th ed.). Kencana Prenada Media Group.
Masri, E., Handayani, O., Astariyani, N. L. G., Jordan, F. H., & Pamungkas, A. J. (2026). Reconstruction of the limits of exoneration clauses in e-commerce transactions to strengthen consumer protection based on contractual justice. Akta Jurnal Hukum, 13(1).
Pollach, I. (2005). A typology of communicative strategies in online privacy policies: Ethics, power and informed consent. Journal of Business Ethics, 62(3), 221-235.
Priyono, E. A., Saputra, D. A., Nugroho, S. S., & Tri, D. (2025). Standard agreements: Review of the principles pacta sunt servanda, good faith and fairness. Lex Scientia Law Review, 9(2), 1376-1407. https://scholar.undip.ac.id/en/publications/standard-agreements-review-of-the-principles-pacta-sunt-servandag/
Rieländer, F. (2025). Policing consumer contract terms under US and EU law: A comparative analysis of the Directive 93/13/EEC on unfair terms in consumer contracts and the Restatement of Consumer Contracts. German Law Journal.
Shindy, F., & Djajaputra, G. (2025). Effectiveness of liability exemption clause regulations in standard agreements based on Law Number 8 of 1999 concerning consumer protection. Al-Risalah Jurnal Ilmu Syariah dan Hukum, 73-86.
Suriati, S., & Lubis, S. D. (2025). Clickwrap agreements in Indonesian FinTech services: Legal validity, doctrinal tensions, and the limits of enforceability under civil law. Al-Adalah: Jurnal Hukum dan Politik Islam, 11(1).
Umiyati, S. W. (2025). A normative juridical analysis of standard clauses in e-commerce: Consumer protection and the nullity of exoneration clauses on the Shopee marketplace under Indonesian Law No. 8/1999. Al-Kharaj: Jurnal Hukum Ekonomi Syariah, 8(1).
United States. (1952). Uniform Commercial Code (U.C.C.), Article 2.