

Reconstruction of the Limits of Exoneration Clauses in E-Commerce Transactions to Strengthen Consumer Protection Based on Contractual Justice

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Abstract. *Advances in information technology have impacted all business activities, significantly contributing to the world of information and electronic transactions. Electronic buying and selling transactions on electronic commerce (e-commerce) platforms have transformed the legal relationship between businesses and consumers, enabling them to be carried out easily, quickly, and efficiently. In practice, these relationships are often outlined in standard agreements containing exoneration clauses, which limit, transfer, or eliminate the business actor's liability for losses suffered by consumers. This places consumers in an unequal bargaining position, which contradicts the principle of consumer protection. This study aims to analyze the regulation of exoneration clauses in the Indonesian legal system and reconstruct the limits of their use in electronic buying and selling transactions on e-commerce platforms based on the principle of contractual justice to strengthen consumer protection. This study is a normative legal study with a statutory and conceptual approach. The legal sources include primary, secondary, and tertiary legal materials, which are analyzed qualitatively. The results indicate that existing regulations do not yet provide clear parameters for distinguishing between reasonable limitations of liability and absolute transfers of responsibility. The proposed reforms include a comprehensive ban on shifting responsibility, strengthening oversight mechanisms, and revoking clauses detrimental to consumers. This reform is expected to create a balance between business interests and consumer rights in e-commerce.*

Keywords: *Agreement; E-Commerce; Consumer; Exoneration; Protection.*

1. Introduction

The development of telecommunications and information technology in the last two decades has brought fundamental changes to the trading system. Telecommunications

is a driving force that simultaneously creates a global economy to compete in the modern economic market, bringing major changes in various fields that can reduce the barriers between the physical, digital, and biological worlds (Arnold Toynbee, 1884). The reach of information and communication has expanded so widely that it can be used as a pillar in trade and business, both nationally and internationally (The Fourth Industrial Revolution: Economic Forum, 2026). Business activities in buying and selling transactions that were previously carried out conventionally have now shifted to electronic transaction mechanisms through platform-based systems. The electronic commerce (e-commerce) based trading model has become an integral part of the national economic system, particularly through marketplace platforms such as Tokopedia, Shopee, and Lazada, which bring together business actors and consumers in an integrated electronic system. E-commerce, using the internet, has emerged as an alternative to conventional business transaction patterns commonly used by the public.

Legally, electronic or digital sales transactions constitute an agreement as regulated in Article 1313 of the Civil Code. Although transactions have become electronic, the essence of the legal relationship remains subject to the principles of contract law. In practice, electronic transactions generally use standard agreements or contracts drawn up by one party, namely the business actor or platform organizer, so that the other party cannot express their wishes freely (Celina Tri Siwi Kristiyanti, 2001: 138). As a result, consumers have no room to negotiate the contents of the agreement and are only given the option to agree or reject it in its entirety through a clickwrap agreement mechanism. This creates an unbalanced bargaining position between consumers and businesses.

In standard electronic transaction agreements, exoneration clauses are often included, namely provisions that limit or eliminate the business actor's responsibility towards consumers who use the products or services offered so that the business actor is not responsible for losses that may arise in the implementation of the agreement (Esther Masri et.al., 2023: 138). The form of exoneration clauses in electronic transactions can be in the form of limiting the responsibility of the e-commerce platform provider for losses due to seller errors, limiting the maximum value of compensation, transferring responsibility for damaged goods, delays in delivery and exemption from responsibility for electronic system disruptions.

The existence of an exoneration clause raises legal issues because it contradicts the provisions of Article 18 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which expressly prohibits business actors from including standard clauses with statements of transfer of business actor responsibility. This provision does not provide clear boundaries in the context of platform-based electronic transactions, so there is still a broad interpretation regarding the limits of the validity of exoneration clauses in electronic buying and selling transactions. E-commerce platform providers often position themselves as intermediaries rather than direct sellers, stating that responsibility for consumer losses rests entirely with the seller as the party selling the goods. The limitation of liability clause is included in the terms and conditions of use of the platform. This indicates a gap between regulation and implementation. Furthermore, the issue of exoneration clauses is not only related to the validity of the agreement, but is also closely related to the principles of contractual justice and the principle of good faith, which are the basic principles of contract law (Muhammad Rifqi Hidayat, 2022: 72).

Electronic transactions are also regulated by Law Number 11 of 2008 concerning Electronic Information and Transactions, hereinafter abbreviated as the ITE Law, as last amended by Law Number 1 of 2024. The ITE Law regulates the validity of electronic transaction agreements. Electronic agreements have the same legal standing and are binding as conventional agreements. However, in practice, they do not necessarily guarantee consumer protection because the contents of the agreements often benefit business actors, thus violating the principles of freedom of contract and contractual fairness.

Article 1338 of the Civil Code recognizes the principle of freedom of contract when viewed from the perspective of contract law. However, this principle is not absolute and must be limited by the principles of good faith, balance, and protection of the weaker party. Exoneration clauses contradict the principle of equality or balance between the parties and can therefore be declared invalid because they violate statutory regulations. Previous research on electronic transactions has focused more on standard clauses from the perspective of contract validity, consumer behavior in digital transactions, and personal data protection.

Existing research has not yet thoroughly examined the clarity of the formulation of normative limits regarding the extent to which exoneration clauses can be justified in electronic transactions. The Consumer Protection Law prohibits the transfer of responsibility but does not explicitly regulate the form of limitation of liability in contracts on e-commerce platforms whose business models differ from conventional trade. Reconstructing the limits of exoneration clauses in electronic buying and selling transactions is crucial in this study by formulating exoneration clause limitations based on the principle of contractual justice through normative and conceptual approaches. By reconstructing these limits, it is important to ensure that limitations of responsibility do not turn into unilateral risk transfer so that consumer protection can be properly implemented in the Indonesian legal system.

2. Research Methods

This research is a normative legal research, which is conducted by examining library materials with the aim of examining applicable positive legal norms using statutory and conceptual approaches. The data collection method uses secondary data consisting of primary, secondary, and tertiary legal materials. The research focuses on reconstructing legal norms related to the limitation of exoneration clauses in electronic buying and selling transactions on e-commerce platforms. Data analysis was conducted qualitatively using analytical prescriptive methods, namely providing legal arguments and normative recommendations related to the research.

3. Results and Discussion

3.1. Exoneration Clause in Electronic Purchase and Sale Transactions

Agreements are a crucial part of a business process, requiring the exchange of interests between the parties. Essentially, drafting an agreement involves translating a business process into a legal format (contract) that relies on a synergistic, correlative relationship between business and legal aspects. Business success is also determined by the structure or structure of the contract designed and drafted by the parties. However, many business actors formulate their business processes in contract formats that do not comply with proper contract drafting procedures and norms (Agus Yudha

Hernoko, 2011: 147). Article 1313 of the Civil Code defines an agreement as an act by which one or more persons bind themselves to one or more persons, while Article 1457 of the Civil Code defines a sales and purchase agreement as an agreement by which one party commits itself to deliver an object and the other party to pay the promised price. However, electronic sales and purchase agreements are now being developed, enabling consumers to conduct transactions quickly, easily, and efficiently (Salim HS, 2022: 39).

An agreement will give rise to a legal relationship between the parties who made it and the parties have rights and obligations that must be fulfilled by each other (Subekti, 2001: 36). These rights and obligations are stated in a standard agreement because it is more efficient and effective. Along with the development of law and technology, standard agreements are not only in written form but also in digital form whose concepts or drafts have been prepared in advance by the business actor. A standard agreement is an agreement in which almost all clauses are standardized by the user and the other party does not have the opportunity to negotiate or request changes. As for things that are not standardized such as type, price, quantity, color, place, time and several specific things about the object being agreed upon (Sutan Remy Sjahdeini, 2009: 74). Another opinion regarding standard agreements is that they are contracts that bind the parties who sign them, although it must be acknowledged that the clauses contained in standard agreements shift many of the burdens of responsibility from the party drafting the agreement to the opposing party, but any losses that arise in the future will still be borne by the parties who must be responsible according to the clauses of the contract unless there is a clause that is prohibited based on Article 18 of the Consumer Protection Law (Ahmadi Miru et.al., 2004: 118).

The prohibited clause is the use of an exoneration clause contained in a standard agreement. In the Consumer Protection Law, only the term standard clause is found, not an exoneration clause. Article 1 number 10 of the Consumer Protection Law states that a standard clause is any rule or provision and conditions that have been prepared and determined in advance unilaterally by a business actor, which are set out in a document and/or agreement that is binding and must be fulfilled by consumers. Meanwhile, an exoneration clause is a clause included in an agreement by which one party avoids fulfilling its obligations, paying full or limited compensation that occurs due to a broken promise or unlawful act (Mariam Darus Badruzaman, 1994: 47). The Civil Code does not provide express and specific regulations regarding the prohibition of detrimental standard clauses. The provisions contained in Article 1337 of the Civil Code only limit the contents of the agreement must not conflict with the law, morality or public order (Aulia Muthiah, 2018: 172). Therefore, it is crucial to have a specific legal instrument outside the Civil Code to limit the use of standard clauses that are detrimental to consumers. The Consumer Protection Law was created as a specific regulation that more explicitly regulates the prohibitions and limitations on standard clauses, particularly in modern agreements, including sales transactions via e-commerce platforms.

E-commerce transactions create more practical, paperless business transactions, and parties do not meet face-to-face. Therefore, it can be said that e-commerce is a new economic driver in the technology sector. The sites are operated by platform providers and in their activities have platform users, namely the general public who create or have accounts on e-commerce sites. The application of User Generated Content (UGC) in e-commerce platforms can involve users filling in content on the site. The application

of this UGC principle is found in one e-commerce model in the form of a marketplace carried out through a third-party platform provider because the transaction is between consumers (as users). This marketplace model is called consumer to consumer (C2C). In it, users as traders can offer goods they own through the marketplace platform (Andreyan Nata Giantama, 2020: 21).

Business actors in running their businesses on e-commerce platforms often create and use exoneration clauses in standard agreements, namely clauses to limit, release, or eliminate the business actor's responsibility for product damage, service failure, delivery delays, and losses incurred due to product use. In e-commerce practice, exoneration clauses are found in the form of standard statements such as statements that purchased goods cannot be returned, the seller is not responsible for damage during shipping, and the business actor does not accept complaints from consumers under any circumstances. These clauses clearly place consumers in a weak position, because there is almost no room for negotiation. Consumers can only accept or reject the contract in its entirety (Devinda Diana Valentina et.al., 2024: 366).

Article 18 paragraph (1) of the Consumer Protection Law states that business actors are not permitted to place conditions that have implications for the transfer or reduction of responsibility that should be the business actor's obligation. For example, the prohibition on including clauses that give full responsibility to consumers, refusing to return goods or refusing to reimburse funds that consumers have spent to obtain goods and/or services (Dewa Kadek Kevin Patria et.al., 2025: 1750). Furthermore, the provisions of Article 18 paragraph (3) of the Consumer Protection Law state that every standard clause that has been determined by a business actor in a document or agreement that meets the provisions as referred to in paragraphs (1) and (2) is declared null and void by law, then the agreement is deemed to have never existed from the beginning. The Consumer Protection Law does not prohibit the use of standard agreements as long as they do not violate the provisions of Article 18 of the Consumer Protection Law.

This regulation shows a paradigm shift from absolute freedom of contract to limited and responsible freedom of contract. Legal protection for consumers in electronic transaction agreements lies not only in the formal aspects of the agreement, but also in the substance of the agreement's contents which must comply with the principles of justice, propriety and protection of consumer rights (Diego Fernando Seran et.al., 2025: 3665). The electronic transaction system on the e-commerce platform is inseparable from the legal aspects of the agreement which requires the validity of the agreement with an agreement between the parties (seller and buyer), the capacity of the parties, a certain matter and a lawful cause as regulated in Article 1320 of the Civil Code. In electronic transactions the element of agreement is often debated because the agreement is given without negotiation.

User approval through the clickwrap agreement mechanism is done with a single click of the agree button without reading the details of all the terms and conditions of the agreement so that consumers do not know and understand in detail the rights and obligations stated in the agreement, because the agreement is often made very long, uses difficult to understand language and is hidden behind the application features. Consumer dependence on electronic buying and selling transactions means that consumers have no other alternative but to agree to all the standard clauses, even though it is detrimental to consumers.

Legal relations in e-commerce arise as a manifestation of the principles of freedom of contract and good faith that bind the parties. Article 1338 paragraphs (1) and (3) of the Civil Code states that all agreements made legally apply as law for those who make them and the agreement must be implemented in good faith. However, freedom of contract in e-commerce still has limitations in the Civil Code. This is also regulated in Article 17 paragraph (2) of Law Number 11 of 2008 concerning Information and Electronic Transactions, namely that parties conducting electronic transactions are required to act in good faith in interacting and/or exchanging electronic information and/or electronic documents during the transaction. Article 18 paragraph (1) of the ITE Law regulates the legal relationship between the parties, stating that electronic transactions set out in electronic contracts bind the parties. The ITE Law also regulates the validity of electronic transactions, the obligations of electronic system organizers and the responsibility for implementing a reliable and secure system. (Johnny Ibrahim, 2006: 295).

3.2. Reconstruction of the Limits of Exoneration Clauses in Electronic Buying and Selling Transactions on E-Commerce Platforms

Basically, business agreements occur due to differences in interests between the parties based on the principle of freedom of contract where the parties have an equal position. In contract law, Article 1338 of the Civil Code is a provision that forms the basis for recognizing the principle of freedom of contract, namely that the parties are free to make agreements, determine the content, form and clauses in the agreement as long as they do not conflict with the law, morality and public order as regulated in Article 1337 of the Civil Code. The principle of freedom of contract opens up the possibility of new agreements and the clauses contained therein are made according to the needs of each party in the agreement. Through the negotiation process, the parties try to reach an agreement in the formulation of the contractual relationship.

The philosophical foundation of electronic sales and purchase agreements is based on trust, conceptualized as recognition or belief between the parties. Both parties trust that the seller will deliver the goods and receive the money, while the buyer believes that they will deliver the money and receive the goods from the seller (Salim HS, 2022: 44). Fairness and certainty in an agreement will be achieved if differences between the parties are accommodated through a proportional contractual relationship mechanism. A fair and balanced agreement is essential for both parties. Agreements with standard clauses in electronic transactions are widely used by business actors, who stipulate standard terms in the agreement, and the other party (the consumer) must agree to them, thus denying them any freedom to negotiate.

The standard agreement model does not fulfill contractual fairness because there are clauses in the agreement that require consumers to comply with all forms and regulations made by the e-commerce platform provider, both existing and those to be regulated later, and there are clauses that release business actors from responsibilities such as responsibility for late delivery of goods, statements regarding purchased goods cannot be returned and damage to goods is not the responsibility of the seller. In practice, standard agreements often do not accommodate the principles or principles in the agreement, especially the principle of balance for the parties. The position of business actors and consumers is not in a balanced position because business actors are more dominant in regulating their rights without stating their obligations. The clause is an exoneration clause, namely a clause that limits, releases and transfers the

responsibility of one party (business actor) for losses caused to another party (consumer). There are 3 (three) legal forms of contracts with exoneration conditions, namely (RHJ Engels, 1978: 159):

- 1) Responsibility for legal consequences due to failure to properly fulfill contractual obligations.
- 2) Obligations are imposed on the other party, i.e., the conditions imposed are limited or eliminated.
- 3) Obligations created (conditions of release) by one party are imposed by assuming responsibility for the other party, which may be detrimental to a third party.

Exoneration clauses in electronic transactions are often included in the terms and conditions or user agreements. A legal relationship arises when a user registers an account with an e-commerce application through an electronic sales agreement. This agreement is typically packaged in the form of a clickwrap agreement, where the application user must click an agree or accept button to use the application. By clicking the agree or ok button, the user successfully registers their account and is deemed to have agreed to be bound by the agreement. The characteristics of standard agreements in electronic transactions are:

- 1) The agreement is made unilaterally by the business actor or platform provider without negotiation, so there is no bargaining between the business actor and the consumer.
- 2) The agreement is in the form of a standard agreement and includes an exoneration clause.
- 3) Uses electronic media.
- 4) Electronic approval.
- 5) Mass application, i.e., used for multiple transactions.

Exoneration clauses are usually included in agreements as additional clauses to the essential elements of an agreement found in standard agreements. Consumers have a weaker position compared to business actors because the burden that should be borne by the business actor is shifted to the consumer. If designing the format and content of the agreement is the party with the stronger position, it can be ensured that the agreement contains clauses that benefit, alleviate and eliminate certain burdens or obligations that are their responsibility (Ahmadi Miru et.al., 2015: 117). Although standard agreements are needed in the business world, the provision of agreements in electronic sales transactions is not done as freely as agreements made directly by involving the parties to determine the content of the agreement.

Several legal scholars have expressed their opinions on the existence of standard agreements, some supporting them and others objecting. Stein, who supports them, argues that standard agreements can be accepted as agreements based on the fiction of the existence of a will and trust to bind oneself to the contract, while Sluijter, who objects, states that standard agreements are not actually agreements because the position of the party making the contract form has become like a private lawmaker.

The conditions stipulated by the entrepreneur in the agreement are laws, not agreements (Munir Fuady, 2007: 85).

The validity of standard agreements is beyond dispute, as they are established based on societal needs. However, the issue lies in the existence of unreasonable and biased clauses within the agreements, which burden the other party, rendering them oppressive and unfair. This means that the agreements only list the rights of one party (the business actor) without specifying its obligations, or they only mention the obligations of the other party (the consumer), while not addressing the consumer's rights. This practice undermines the principle of good faith that should underpin every phase of a contract.

The essence of the principle of balance is fairness for the interests of each party: consumers, businesses, and the government. The government's interests in this relationship cannot be seen in direct trade transactions but through various restrictions in the form of policies outlined in various laws and regulations. The balance of protection between businesses and consumers demonstrates the function of law, which, according to Roscoe Pound, is a means of controlling social life by balancing existing interests within society. Absolute responsibility for businesses in e-commerce is essential in efforts to strengthen consumer protection. E-commerce service providers should not simply act as intermediaries but must also bear joint and several responsibilities when they fail to screen sellers or traders who still apply exoneration clauses. Legal protection for e-commerce consumers can also be achieved through strict and continuous government supervision to prevent businesses from applying exoneration clauses in the terms and conditions of e-commerce applications early on.

Theoretically, contractual fairness requires a balance between the rights and obligations of the parties. If the exoneration clause contains a release of liability that is too broad or disproportionate, it can be detrimental to consumers and violate the basic principles of consumer protection as stipulated in Article 2 of the Consumer Protection Law, which can be illustrated in the following table (Rudini Sibagariang et.al., 2025: 216):

Table Principles of consumer protection		
No.	Principles of consumer protection	Description
1	The Benefit Principle	Implies that the implementation of consumer protection must provide the greatest possible benefit to the interests of all parties, namely businesses and consumers.
2	The Fairness Principle	The application of this principle is found in Articles 4 to 7 of the Consumer Protection Law, which regulate the rights and obligations of consumers and businesses to obtain their rights and carry out their obligations fairly.
3	The Balance Principle	The application of this principle is intended to ensure that the interests of consumers, businesses, and the government can be realized in a balanced manner, with no party being more protected.
4	The Consumer Safety and Security Principle	This principle guarantees the safety and security of consumers in the use, utilization, and use of goods and/or services consumed or used.
5	Principle of Legal Certainty	Business actors and consumers must obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.

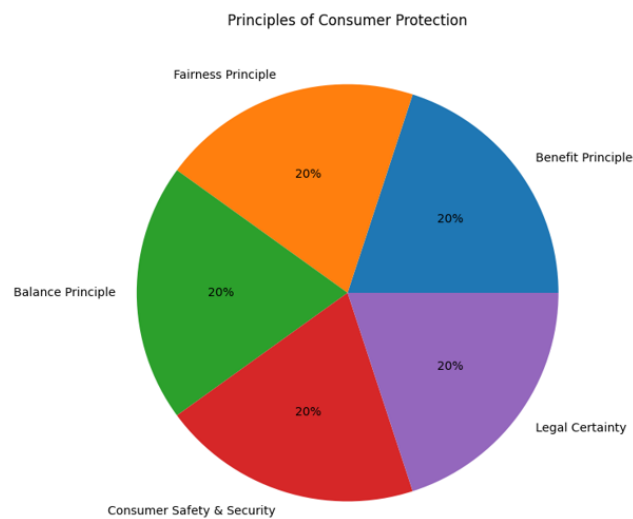


Figure Principles of consumer protection

Figure 1: The pie chart illustrates the five fundamental principles of consumer protection regulated under consumer protection law, namely the Benefit Principle, Fairness Principle, Balance Principle, Consumer Safety and Security Principle, and the Principle of Legal Certainty. Each principle has an equal proportion of 20%, indicating that all principles possess the same level of importance and are interconnected in establishing an ideal consumer protection framework in e-commerce transactions. Overall, the pie chart reflects that the reconstruction of exoneration clauses in e-commerce transactions should be based on an integrated approach by equally considering all consumer protection principles. Such reconstruction is essential to achieve contractual justice, strengthen consumer rights, and create a fair and balanced digital commerce ecosystem.

The Consumer Protection Law serves as the basis for consumer protection and serves as the legal umbrella for all other regulations regarding consumer protection. Article 4 letter (h) of the Consumer Protection Law regulates consumers' rights to receive compensation, redress, and/or replacement of appropriate goods/services. Relevant articles emphasize the prohibition of practices that are detrimental to consumers and the obligation of business actors to guarantee the quality of goods/services. Consumers also have the right to obtain information regarding product benefits, side effects of product use, expiration dates, and the identity of the business actor of the product. Business actors must act in good faith in conducting their business activities, and consumers must act in good faith in conducting transactions to purchase goods or services. The Consumer Protection Law is still general in nature and does not specifically discuss exoneration clauses in smart contracts or electronic contracts. This opens up broad room for interpretation, so it is necessary to develop a new normative approach through the reconstruction of contract law.

Efforts to strengthen legal protection for consumers in electronic transactions can be carried out by applying several principles:

1) Transparency

This principle arises from information asymmetry in business transactions. The development of the digital economy exacerbates the information asymmetry that often occurs between parties entering into agreements in electronic transactions (Joasia Aleksandra Luzak et al., 2023: 307). Most consumers do not thoroughly read electronic sales agreements. Important information is overlooked because terms and conditions

are written in complex, lengthy, and difficult-to-understand language, confusing consumers. Regarding product information, business actors are more aware of the quality of goods than consumers, who learn about goods only from images, descriptions, and buyer reviews, which are not necessarily entirely objective. Consumers also lack detailed knowledge of their rights in the event of transaction failure or seller default. Information asymmetry in electronic contracts arises because consumers are the weaker party in the transaction. Consumers often have fewer resources than platform providers and are also incumbents in the market (Genevieve Helleringer et al., 2017: 620). The primary objective of the transparency principle for business actors is to ensure that customers are provided with high-quality information. This principle of transparency helps consumers make informed decisions, whether entering into a contract, canceling a contract, or exercising their rights. Consumers must not only receive information but also be able to read and understand it.

2) Cultivate consumer literacy

The vision and mission of consumer protection is to create intelligent and independent consumers. This means that when implementing agreements, whether conventional or electronic, consumers must cultivate a culture of literacy to avoid potential harm. Consumers are deemed to have known and agreed to the contents of a document or agreement when they sign or agree to it, and therefore are responsible for the consequences. Increasing consumer literacy means encouraging the public to develop the ability to critically understand, evaluate, and use product or service information before making a transaction. Therefore, reading and understanding the terms of an electronic agreement before making a transaction can reduce the likelihood of consumer-business conflict. Overall, mandatory reading has several economic benefits and has the potential to encourage efficient reliance on contracts (Uri Benoliel et al., 2019).

3) Strictly limit exoneration clauses.

The standard for reasonableness of clauses in electronic agreements is that they do not conflict with the law, do not eliminate the principal responsibilities of the business actor, do not create an imbalance in the rights and obligations of the parties, and provide accurate, transparent, and easily understood agreement information. Clauses that eliminate all forms of business actor responsibility clearly disregard the principle of contractual fairness, such as a statement in an electronic transaction agreement that the e-commerce platform is not responsible for any losses under any circumstances. This clearly violates the principle of balance between the parties. There should be reasonable and proportional limitations to such statements, such as a statement that the e-commerce platform is responsible for system errors but not for force majeure. The principle of contractual fairness ensures that agreements are not only legally valid but also substantively fair, especially when there is an imbalance in bargaining power, such as in electronic transactions and consumer protection. Standard agreements in electronic transactions remain binding on the parties, but the positions of the parties are not balanced because the burden of responsibility is borne more by the consumer, so what must be done is not to prohibit or limit the use of standard agreements, but rather to prohibit or limit the use of certain clauses in standard electronic agreements and it is necessary to regulate the basic provisions in standard agreements so that they remain valid and binding on the parties.

Furthermore, it is necessary to reconstruct norms by formulating the limits of justice in the agreement clauses, namely:

a. Change the phrase "removal or transfer of business actor responsibility" with a reasonable and proportionate limitation of responsibility, such as "the statement that the business actor is not responsible for any losses is formulated as "the business actor is responsible for losses arising from its errors or negligence in accordance with statutory provisions." Limitations of liability by business actors must adhere to the principle of good faith, meaning they are not made with the intention of avoiding or shifting responsibility, must not conceal important information, and must be conveyed transparently and easily understood. If the clause is drafted in a hidden, unclear, or misleading manner, it may be considered a violation of the principle of good faith. The principle of good faith requires parties to execute agreements based on trust and good faith. Agreements must be executed with unwavering trust and a willingness to act honestly and fairly (Rommy Hardyansah, 2025: 391). The Second Amendment to the 2024 Electronic Information and Transactions Law in Indonesia brings new changes to the protection of digital service users. In the context of electronic agreements, the addition of Article 18 A contains at least two main points, namely: (1) affirmation of the applicable law in electronic contracts that electronic contracts are subject to and regulated by Indonesian law (2) electronic contracts must use simple, clear, easy-to-understand language and uphold the principles of good faith and transparency. However, the ITE Law has not regulated additional clauses/terms and conditions/service terms/terms of use in electronic contracts, especially those regulating standard clauses in electronic contracts (Dona Budi Kharisma et.al., 2025: 94).

b. Fair standard clause model. The terms and conditions of the agreement clause must be explicitly explained to consumers before they agree, including in easy-to-understand language. In electronic transactions, important clauses must be clearly displayed (not hidden), the use of small, hard-to-read fonts must be prohibited, and an active consent mechanism must be in place.

c. Strengthening government regulations and oversight regarding the establishment of minimum standards of responsibility for digital business actors and regulating standards for exoneration clauses in electronic transaction agreements through specific regulations so that electronic transaction agreements do not only depend on the internal practices of the platform.

4. Conclusion

The use of exoneration clauses in electronic sales transactions on e-commerce platforms has the potential to create contractual injustice if not constrained by norms. Information asymmetry and the application of standard, non-negotiated agreements place consumers in a vulnerable position. Therefore, a reconstruction of the rules on exoneration clauses is necessary to comply with the principle of contractual fairness while strengthening consumer protection. The proposed reconstruction includes proportional limitation of liability, clear disclosure of responsibilities, and the establishment of standard clauses through applicable regulations. This approach can mitigate the negative impact of excessive exoneration clauses and maintain a balance of rights and obligations between businesses and consumers.

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