

Analysis of the Legal Implications of TikTok's Exoneration Clause on Platform Liability Under Indonesian Consumer Protection Law

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Abstract: The development of digital technology raises new legal issues, especially related to the provisions on the limitation of platform liability (exoneration) in consumer protection efforts. Consumers often encounter obstacles in seeking justice because platforms generally claim to only act as intermediaries, thus denying responsibility for problems arising between third parties. TikTok's limitations on liability in its legal relationship with consumers need to be studied further because they are related to the protection of consumer rights in the digital era. This study analyzes the exoneration clause in TikTok's terms and conditions from the perspective of Consumer Protection Law in Indonesia. The focus of the study is on the exoneration clause set by TikTok, which limits users' rights to obtain compensation for certain losses. Based on the results of the analysis, this clause has the potential to conflict with Article 18 of Law No. 8 of 1999 concerning Consumer Protection because it eliminates the balance of rights and obligations between TikTok and users. The limitation of liability that only reaches the total payment in the last 12 months is considered unbalanced and has the potential to harm users. Through this study, it is recommended that the clause be changed so that it can be in line with the principles of justice and applicable regulations, then can provide protection for consumers and avoid legal risks in the future.

Keywords : *Consumer Protection Law; Exoneration Clause; TikTok*

INTRODUCTION

The ever-evolving digital technology has resulted in platforms that combine social media functions with complex commerce services. TikTok is one platform that stands out because it not only functions as social media, but also offers services such as TikTok Shop, a live broadcast feature with a digital gift system, and the use of coins from top-ups. This progress raises new legal issues, especially with regard to the platform's limitation of liability (exoneration) provisions in consumer protection efforts. Shiffman (2021) states that technological advances often create a regulatory vacuum that can have a detrimental impact on users if not anticipated through comprehensive regulation.¹

TikTok, which combines social media functions with e-commerce services, is faced with various legal issues related to the roles and responsibilities between the platform, sellers, and consumers. In practice, transactions through TikTok Shop often lead to complaints such as

¹ A. Dajaan, S. S. & Suwandono, *Hukum Perlindungan Konsumen (Edisi 2)*. Tangerang Selatan: Universitas Terbuka (Tangerang Selatan: Universitas terbuka, 2021).

unsuitable products, late deliveries, and allegations of fraud. Consumers often encounter obstacles in seeking justice because platforms generally claim to only act as intermediaries, thereby denying responsibility for problems that arise between third parties. This is in line with the safe harbour concept applied in various jurisdictions to protect digital platforms from direct liability for the content or activities of their users.²

The platform also offers digital coins that serve as a medium of exchange in various interactions, such as when users give gifts in live streaming sessions. This system presents potential problems such as a lack of transparency in the use of coins, the risk of abuse, and consumer protection against balances that settle in the event of a violation of the rules by users. According to Philip Kotler (2020), digital-based trading activities require a legal framework that clarifies the responsibilities of various parties to ensure the sustainability of the digital economy ecosystem.³

Another issue that arises is related to consumer protection in live streaming. While consumers can purchase digital coins with real money to give as gifts, they often face losses due to disappointing content or misuse of features by other users. This shows that the existence of additional services such as digital gifts and balance top-ups require adequate legal arrangements to protect users as consumers, as affirmed by Sartika (2022), that in the era of the digital economy, legal clarity is key to reducing inequality of protection for consumers.⁴

Moreover, the limitation of TikTok's liability as a platform is an important issue due to its often dual role as a service provider and facilitator. In many dispute cases, TikTok's position is often unclear, whether it functions as a technology service provider, a seller, or simply an intermediary. This ambiguity can lead to conflicts of interest that harm consumers, especially if the platform does not have a transparent dispute resolution system. This view is in line with Parker's (2021) opinion that digital platforms have a moral and legal responsibility to create a fair transaction environment for all parties.

² David M. L. Tobing, *Klausula Baku: Paradoks Dalam Penegakan Hukum Perlindungan Konsumen* (Jakarta: Gramedia Pustaka Utama, 2019), <https://books.google.com/books?hl=en%5C&lr=%5C&id=ppSeDwAAQBAJ%5C&oi=fnd%5C&pg=PP1%5C&dq=integritas+dalam+pelayanan+kesehatan+pada+aspek+hukum%5C&ots=GpY33Z0H2U%5C&sig=u6ZEWKxlDwqKCFECrWlsPd5NhbK>.

³ Yohannes Unggul Julius, "Klausul Eksonerasi Dalam Kontrak: Perlindungan Serta Dampaknya Terhadap Hak Konsumen," *Jurnal Darma Agung* 32, no. 3 (2024): 134–43, <https://dx.doi.org/10.46930/ojsuda.v32i3.4297>.

⁴ Jein Manumpil, "KLAUSULA EKSONERASI DALAM HUKUM PERLINDUNGAN KONSUMEN DI INDONESIA 1 Oleh: Jein Stevany Manupil 2," *Lex Privatum* 4, no. 3 (2016): 34–41, <http://hukumonline.com/klausula-eksonerasi>.

In addition, regulations in Indonesia related to platform responsibility in the context of e-commerce are still fairly general and do not accommodate the dynamics of digital-based services such as TikTok. Consumer Protection Law (Law No. 8 Year 1999)⁵ and Minister of Trade Regulation No. 50/2020 only provide general guidance without sufficient specification in regulating the complexity of the relationship between platforms, consumers, and sellers. This makes it necessary to further identify legal loopholes and provide relevant solutions.⁶

The limits of TikTok's liability in its legal relationship with consumers need to be studied further as they relate to the protection of consumer rights in the digital era. TikTok is now not just a social platform, but has developed into a complex digital economic ecosystem, including real money transactions, digital prizes, and contractual relationships that require clear regulation. This research is expected to contribute to the improvement of the legal system relating to consumer protection and ensure a fair distribution of responsibility between the platform and its users.

METHOD

This research uses a doctrinal/normative law approach method, which focuses on analysing the applicable legal norms related to exoneration clauses on the TikTok platform. This research is designed to examine legal regulations governing standard clauses in digital contracts as well as relevant legal principles, such as the principles of freedom of contract and consumer protection. The approach used is static, with more emphasis on analysing the applicable legal regulations, without involving field surveys or interviews.

Data was collected through documentation studies of primary legal sources, such as Law No. 8/1999 on Consumer Protection, ITE Law, and other legal documents. In addition, secondary legal materials in the form of books, journals, and scientific articles were used to strengthen legal interpretation. Relevant documents from TikTok, such as user terms and conditions and privacy policies, were also analysed. The data collected was then analysed using the content analysis method to identify and interpret exoneration clauses, as well as by comparative analysis to compare with applicable legal provisions. Legal interpretation was conducted in examining TikTok's clauses based on Indonesia's Consumer Protection Law.

⁵ Republik Indonesia, “Undang-Undang Perlindungan Konsumen No. 8 Tahun 1999” (2017).

⁶ Direktorat Utama Pembinaan dan Pengembangan Hukum Pemeriksaan Keuangan Negara and Badan Pemeriksa Keuangan, “Peraturan Menteri Perdagangan Nomor 50 Tahun 2020” (2020), <https://peraturan.bpk.go.id/Details/160273/permendag-no-50-tahun-2020>.

RESULTS AND DISCUSSION

Exoneration is a term absorbed from the English language, namely exoneration or exemption which means release or exclusion. An exoneration clause can be interpreted as a special provision or article stipulated in an agreement containing an exemption or exclusion of a certain responsibility, it can also be a transfer of responsibility from one party to another.⁷

1. Analysis of the Exoneration Clause in TikTok's Terms and Conditions

Based on TikTok's terms and conditions document, the relevant exoneration clause is found in section ten, Limitation of Liability, One of the key points is the statement that TikTok is not liable for:

- a Loss of profits, whether direct or indirect;
- b Loss of goodwill, opportunity, or data;
- c Other consequential or indirect losses, which users incur.⁸

This clause also limits TikTok's liability to the amount of payments made by users within the last 12 months. In addition, TikTok absolves itself from liability for losses arising from changes, service termination, data deletion, or system failure, on the grounds that users do not fulfil certain requirements, such as offered updates. TikTok unilaterally states that its platform is intended for personal, not commercial, use only, which may create a potential liability gap in the context of business activities, such as the utilisation of TikTok Shops.

Such an exoneration clause, from the perspective of consumer protection law in Indonesia, is contrary to the provisions of Article 18 of Law No. 8/1999 on Consumer Protection. The article clearly prohibits standardised clauses that include limitation or transfer of liability to the detriment of consumers. This clause is considered invalid because it contradicts the principles of fairness and legal protection for consumers, which are fundamental principles in contract law. In this case, TikTok's position as the drafter of the standard contract without any room for negotiation for users results in an imbalance of rights and obligations between the platform and its users.

In Article 1338 paragraph (1) of the Civil Code⁹, The principle of freedom of contract does provide room for the parties to determine the contents of the agreement. However, as

⁷ Muhammad Saiful Rizal, Yuliati Yuliati, and Siti Hamidah, "Perlindungan Hukum Atas Data Pribadi Bagi Konsumen Dalam Klausula Eksonerasi Transportasi Online," *Legality: Jurnal Ilmiah Hukum* 27, no. 1 (2019): 68, <https://doi.org/10.22219/jihl.v27i1.8959>.

⁸ Yusep Mulyana, "Perlindungan Konsumen Terhadap Pengguna Aplikasi Tiktok Cash Di Media Sosial," *Journal of Innovation Research and Knowledge* 3, no. 2 (2023): 174–85.

explained by R. Subekti¹⁰, This freedom is limited by the principles of justice, propriety, and must not conflict with the law. TikTok's unilateral limitation of liability for losses suffered by consumers indicates a violation of applicable legal provisions. Such clauses not only cause harm to consumers, but also emphasise the unequal relationship between TikTok as a large platform and consumers who are in a weaker position.

The principle of good faith, as stipulated in Article 1338 paragraph (3) of the Civil Code, is also an important element in assessing the validity of this clause. This principle requires the parties to be honest and fair, not only when executing the contract, but also in the process of drafting it. TikTok's clause, which expressly disclaims liability for various forms of loss without providing a balanced protection mechanism, potentially violates this principle. Kartika (2021) argues that clauses that hide potential risks or limit consumer rights unequally are a form of contractual unfairness.¹¹

In addition, modern consumer protection doctrine underlines the importance of openness and honesty in every aspect of the contractual relationship. Kotler (2020)¹² states that digital platforms that facilitate commercial transactions must have clear and fair consumer protection mechanisms. In this context, TikTok instead shifts a large burden of risk to users without commensurate compensation. This raises questions about TikTok's compliance with the consumer protection principles set out in Indonesian law, which aim to provide a balance in the legal relationship between service providers and users.

Exoneration clauses that limit TikTok's liability are contrary to the consumer protection principles that are the main basis for consumer regulation in Indonesia. In many cases, such clauses prevent users from obtaining fair redress for losses caused by the platform's negligence or service failures. Therefore, this clause needs to be examined not only from a legal perspective, but also from the moral and social responsibility inherent in a digital platform of TikTok's size.¹³

The clause stating that TikTok is not liable for consequential or indirect losses, such as loss of data or business interruption, indicates a unilateral risk transfer that is very detrimental to

⁹ "Kitab Undang-Undang Hukum Perdata Indonesia. <https://jdih.mahkamahagung.go.id/legal-product/kitab-undang-undang-hukum-perdata/detail>" (n.d.).

¹⁰ R Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2018).

¹¹ I Kartika, "Corporate Governance, Corporate Social Responsibility and Firm Value: Evidence from Indonesia", (IJBE)," *International Journal of Business Economics*, 2021.

¹² Gary Kotler, Philip; Armstrong, *Principles of Marketing*, 17th ed. (Pearson, 2018), <https://doi.org/10.1093/oseo/instance.00295839>.

¹³ D Rachmaniyah S. & Wahyoen, "Perjanjian Baku Yang Memuat Klausula Eksonerasi Dalam Perspektif Hukum Perlindungan Konsumen," *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance* 2, no. 2 (2022): 714–24, <https://doi.org/10.53363/bureau.v2i2.100>.

users. The clause is contrary to consumer protection in Article 4 of Law No. 8 Year 1999 which stipulates that consumers have the right to comfort, security, and safety in using goods and/or services. As a service provider, TikTok has a legal obligation to ensure such protection, and it is not enough to limit liability through a unilateral clause.

In addition, limiting TikTok's liability to the amount of user payments within the last 12 months is also questionable. This approach could be considered disproportionate, especially in situations where the losses experienced far exceed the specified amount.¹⁴ Opinion of Sutedi (2008)¹⁵, Unfair or unreasonable limitations of liability can be cancelled if it is found that there is an imbalance of interests between the strong and weak parties to the contract. In the context of TikTok, the platform's dominant position as a global digital service provider gives them full control over the terms of the contract, so users have almost no choice but to accept the terms if they want to use their services.

Another implication of this exoneration clause is the potential violation of the principle of fairness contained in Article 1339 of the Civil Code, which requires agreements to contain elements of fairness that are acceptable to both parties. TikTok's clause limiting its liability to the extreme suggests a violation of this principle. The principle of fairness requires parties with more power, such as TikTok, to provide adequate protection to parties in a weaker position, namely users. This is consistent with Friedman's (2020) view that contractual fairness demands arrangements that protect the interests of more vulnerable parties in legal relationships.¹⁶

Conversely, a clause stating that TikTok is not liable for losses arising from the termination or alteration of the service is also contrary to the principle of contractual responsibility. According to the theory of contract law, a party who promises to provide a service is liable if there is a breach of contractual obligations that harms the other party. As a platform provider, TikTok cannot easily release itself from liability by simply referring to the exoneration clause, as this would be detrimental to users who rely on the service. According to Salim HS (2019), such a clause could be considered to violate the principle of *pacta sunt servanda*, which is the obligation to fulfil a promise, which is the basis of contractual relations.¹⁷

¹⁴ Zakiyah Zakiyah, "Klausula Eksonerasi Dalam Perspektif Perlindungan Konsumen," *Al-Adl: Jurnal Hukum* 9, no. 3 (2018): 435, <https://doi.org/10.31602/al-adl.v9i3.1052>.

¹⁵ A Sutedi, *Hukum Perbankan: Suatu Tinjauan Pencucian Uang, Merger, Likuidasi, Dan Kepailitan* (Library.Stik-Ptik.Ac.Id, 2008), <<https://Library.Stik-Ptik.Ac.Id/Detail?Id=9109&lokasi=lokal>>, 2008.

¹⁶ Jane Friedman, *The Epistemic and the Zetetic*, *Philosophical Review*, vol. 129, 2020, <https://doi.org/10.1215/00318108-8540918>.

¹⁷ H. S. Salim, *Perkembangan Hukum Kontrak Di Indonesia*. (Jakarta: Jakarta: Sinar Grafika., 2019).

Furthermore, TikTok's exoneration clause stating that users are responsible for disputes with third parties reflects an unfair transfer of responsibility. This is contrary to the principle of risk-based liability, where the party that creates or has the greatest control over the risk should be responsible for the consequences. TikTok, as a platform that provides a space for interaction between users and third parties, has an obligation to ensure that such interactions take place safely and fairly. According to Suryaningsih (2020), digital platforms not only have contractual responsibilities but also social responsibilities to protect their users from foreseeable losses.¹⁸

In the context of Indonesian consumer protection law, TikTok's exoneration clauses need to be evaluated to ensure that there is no violation of applicable legal provisions, especially those relating to consumer protection. Based on the analysis, the existing clauses appear to give TikTok a one-sided advantage by relieving them of responsibility for losses experienced by users. An assessment of this clause needs to take into account the principles of contract and consumer protection to ensure a balance between the rights and obligations of both parties. Thus, it is important to make adjustments or remove unlawful clauses so that consumer rights are protected.

2. The Perspective of Sharia Economic Law on Exoneration Clauses

In the view of Islamic economic law, any form of business cooperation or transaction must be based on the principles of justice and equality between the parties involved. When a digital platform such as TikTok includes an exculpatory clause - a provision that unilaterally limits its liability for users' losses - this raises profound ethical and legal questions. For example, a stipulation that the maximum compensation is only the total payment for the last 12 months may be considered unfair (*zhulm*), as it does not reflect the actual losses that users may suffer. In sharia, the principle of '*adl*' (fairness) is not merely symbolic, but is the cornerstone in maintaining the balance of rights and obligations, so that there is no abuse of power or unilateral domination in a contract.¹⁹

In addition, Islamic economic law emphasises clarity and transparency in every transaction. If the exoneration clause does not clearly explain the potential risk or responsibility of the service provider for system failure or data loss, then this may contain elements of *gharar*

¹⁸ D. Suryaningsih, "Asas Good Faith Dalam Kontrak Digital," *Jurnal Hukum Digital*, 2020.

¹⁹ M Ikhsan, "... Konsumen Dalam Transaksi Jual Beli Online Menggunakan Media Instagram Menurut UU No. 8 Tahun 1999 Dan Perspektif Kompilasi Hukum Ekonomi Syariah ..." (2023), [https://repository.ar-raniry.ac.id/id/eprint/31940/%0Ahttps://repository.ar-raniry.ac.id/id/eprint/31940/1/Ikhsan HES.pdf](https://repository.ar-raniry.ac.id/id/eprint/31940/%0Ahttps://repository.ar-raniry.ac.id/id/eprint/31940/1/Ikhsan%20HES.pdf).

(uncertainty).²⁰ This element has the potential to lead consumers to losses without a full understanding from the start, and it is contrary to the Prophet's hadith which prohibits transactions that contain elements of fraud and uncertainty (HR. Muslim).

Another important principle is social responsibility within the framework of *maslahah* (mutual benefit). As a service provider used by millions of people, TikTok has a moral and legal responsibility to protect its users. When the clause in its service actually excludes responsibility for system failures or technical disruptions, it can indirectly have a negative impact on users, which falls into the category of *dlarar* (danger).²¹ In Islam, the Prophet Muhammad (PBUH) asserted: 'La dharara wa la dhirar' - no harm to oneself or others. Therefore, provisions that harm users, even if written in the agreement, are not justified by sharia.

Finally, any contract in Islam must be entered into knowingly and voluntarily (*ridha*) by both parties. If platform users are not given the space to negotiate important clauses, or do not even understand the legal implications, then the contract may not be sharia-compliant. This is reinforced by DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017 on Electronic Transactions, which requires every digital transaction to fulfil the principles of fairness, transparency, and not harming any party. Therefore, it is time for digital service providers to review their contractual practices to align with the principles of Islamic law that are not only legal, but also ethical and orientated towards the protection of society.

3. Legal Implications of the Exoneration Clause on the TikTok Platform

The exoneration clause contained in TikTok's terms and conditions has a direct impact on users' rights as consumers. Based on the documents analysed, this clause limits TikTok's liability for various types of losses, such as loss of profits, data, or other losses of a consequential nature. In addition, this clause states that TikTok's liability is limited to the amount paid by users in the last 12 months. Users experience legal uncertainty as a result of these restrictions, especially if the losses experienced exceed the limit set in the clause. This provision shows an imbalance in the legal relationship between TikTok as a service provider and users as consumers who depend on the service.

²⁰ M Mulyati and S Nurfatoni, "Perlindungan Konsumen Dalam Tupperware Lifetime Warranty Menurut Hukum Ekonomi Syariah," *Al-Muamalat: Jurnal Ekonomi Syariah*, 2018, <http://journal.uinsgd.ac.id/index.php/mua/article/view/9655>.

²¹ N. Rohaya, "Pelarangan Penggunaan Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Perlindungan Konsumen," *JHR (Jurnal Hukum Replik)*, 2018.

Furthermore, this limitation of liability contradicts the basic rights of users to obtain justice and reasonable compensation as stipulated in Article 4 of Law No. 8 Year 1999 on Consumer Protection. The right to legal protection and compensation should not be trimmed through standardised clauses. However, TikTok's clause provides a loophole for the platform to unilaterally avoid liability, without considering the position of aggrieved users. This practically reduces consumers' right to fair and equal protection.

In addition, this highly restrictive limitation of liability may also create an imbalance in the legal relationship between TikTok and users. In the doctrine of contract law, the relationship between parties to an agreement should be based on the principles of fairness and equality of rights. However, TikTok's clause demonstrates the platform's dominance in setting contractual terms that are more favourable to itself. These clauses are drafted in a standardised format without giving users the opportunity to negotiate, thus removing the element of equality in legal relations. According to Fried's (1981) view, such an imbalance violates the principle of distributive justice in contracts.

Excessive limitation of liability also risks reducing user trust in TikTok as a digital platform. In the world of digital economy, user trust is the main factor that determines the sustainability of a platform. Unfair exoneration clauses can damage TikTok's reputation, especially if users feel their rights are not properly protected. This may trigger criticism of TikTok as a platform that does not provide sufficient legal protection to its users, which in turn may affect users' loyalty to the service.

In addition, an exoneration clause that includes a limitation of liability for user losses may pose a legal risk to TikTok. If the clause is proven to violate the provisions of Article 18 of the Consumer Protection Law, it may be declared invalid or null and void. Under these conditions, TikTok risks facing lawsuits from users who have suffered losses. This legal risk will increase if the loss is experienced by a large number of users, thus opening up the opportunity for a class action against the platform.

Exoneration clauses that limit TikTok's liability have serious legal consequences for users' positions. The rights of users that should be guaranteed by law are disrupted or reduced due to the clause. In the perspective of contract law, unbalanced limitation of liability can be considered a form of abuse of the principle of freedom of contract. According to Salim HS (2019)²², Freedom of contract must be limited by the principle of fairness and must not be used to oppress

²² Salim, *Perkembangan Hukum Kontrak Di Indonesia*.

either party to the contractual relationship. TikTok's clause limiting users' rights to damages is one concrete example of a deviation from this principle.

The imbalance in the legal relationship between TikTok and users also potentially violates the principle of good faith stipulated in Article 1338 paragraph (3) of the Civil Code. This principle requires that the implementation of the agreement be carried out honestly and with due regard to the balance between the parties. However, TikTok's exoneration clause shows that the platform prioritises protecting its own side over guaranteeing justice for its users. This view is in accordance with the theory of unconscionability proposed by Trebilcock (1993), which states that contracts that provide unfair one-sided benefits can be declared null and void.²³

The legal risks faced by TikTok also involve possible liability for consumer protection offences. If these exoneration clauses are declared invalid in a court of law, then TikTok could be forced to provide full damages to aggrieved users, even though they include restrictions in the clauses. This would set a legal precedent that would be detrimental to TikTok, especially in the context of business competition in the digital marketplace. TikTok would be deemed to have failed to meet the consumer protection standards expected by Indonesian law.

In addition, violations of Article 18 of the Consumer Protection Law may result in administrative or criminal sanctions imposed on TikTok as a service provider. The impact of such sanctions not only affects TikTok's legal standing, but also has the potential to damage the company's image on a global level. In a climate of intense digital market competition, reputation is a crucial asset that plays a major role in determining the long-term viability and success of a platform. If TikTok is perceived as a platform that does not favour users, this could reduce the level of public trust and incur considerable financial losses.

From the perspective of Sharia economic law, based on the principles of Sharia economic law previously discussed, it can be concluded that the exoneration clause imposed by TikTok is potentially invalid if it does not fulfil the principles of fairness, transparency, and protection of consumer interests. Provisions that limit responsibility unilaterally, and contain elements of gharar (uncertainty) or dlarar (potential loss or harm), are contrary to the basic values in Islamic muamalah. Therefore, there is a need for remedial measures so that such contractual practices are more in line with sharia ethics and law.

²³ N. Dauri, D., & Waliyyatunnisa, "Akibat Hukum Terhadap Penerapan Klausula Eksonerasi Dalam Perjanjian Baku," *Humani (Hukum Dan Masyarakat Madani)*, 2020.

The solutions that can be offered are, first, digital platforms such as TikTok must provide a proportional and fair compensation mechanism for users who experience losses. This reflects corporate social responsibility and respect for consumer rights. Second, it is necessary to evaluate the clauses in the terms and conditions of service, especially to remove or revise provisions that contain elements of gharar or dlarar. Thus, the contracts presented to users are not only valid under positive law, but also reflect the values of justice and benefit as taught in Islam. This approach will not only strengthen the integrity of the platform, but also build stronger trust with the Muslim user community.

Ultimately, the existence of this exoneration clause indicates the need for TikTok to re-evaluate its terms and conditions of service to make them more in line with the principles of fairness and consumer protection. Such changes are not only necessary to reduce the likelihood of legal issues arising, but are also important in maintaining users' trust in the platform. This step could strengthen TikTok's image as a responsible digital platform that complies with Indonesian consumer protection regulations.

CONCLUSIONS

Exoneration clauses in TikTok's terms of service, which limit liability to certain types of losses, risk violating the provisions of Article 18 of the Consumer Protection Law. Such clauses ignore the principles of fairness and consumer protection, and create an imbalance in the legal relationship between TikTok and users. This unbalanced limitation of liability puts consumers in a weak position, contrary to the principle of legal protection.

TikTok needs to review its exoneration clause to be in line with the principles of fairness and applicable regulations in Indonesia. Platform providers should provide sufficient legal protection to users, including a fair and transparent compensation mechanism. Furthermore, strengthening regulations also needs to be done by the government to prevent the abuse of standardised contracts by digital platform providers.

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