Journal of Artificial Intelligence and Digital Economy
Homepage : https://journal.antispublisher.id/index.php/JAIDE
Email : admin@antispublisher.com

e-ISSN : 3032-1077
JAIDE, Vol. 2, No. 5, May 2025
Page 372-385

Comparison of Agreements From 4 Pay TV Platforms Such as Netflix, iQIYI, Disney Hotstar, and We TV Regarding Consumer Protection

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DOI : https://doi.org/10.61796/jaide.v2i5.1529

Sections Info
Article history:
Submitted: February 25, 2025
Final Revised: March 11, 2025
Accepted: April 20, 2025
Published: May 30, 2025
Keywords:
Consumer protection
Electronic transactions
Standard clauses

ABSTRACT
Objective: *This study aims to analyze the role of Indonesian positive law in regulating the sale of premium accounts through third parties and to assess the extent of consumer legal protection in such digital transactions.* ***Method:*** *The research adopts a normative juridical approach with a statutory and conceptual framework, supported by literature analysis and examination of relevant laws and regulations concerning e-commerce and consumer rights.* ***Results:*** *The findings reveal that current Indonesian legal provisions inadequately address the legality and consumer protection aspects of third-party premium account sales, creating a regulatory gap in the digital marketplace. The analysis indicates the need for clearer legal definitions, stronger enforcement mechanisms, and updated consumer protection frameworks to mitigate potential fraud and misuse.* ***Novelty:*** *This study contributes to the growing discourse on digital commerce law by highlighting the emerging legal implications of intangible digital goods transactions and proposing a structured legal perspective to enhance consumer protection in Indonesia's rapidly evolving e-commerce environment.*

INTRODUCTION

The rapid growth of information technology has caused changes in human life activities in various fields, which has had a direct impact on the emergence of new categories of legal actions. To guarantee use technology information Which safe and ethical in accordance with values social, culture, and in Indonesia, the government must support a legal and regulatory framework for its development. This will encourage technological advancement and help prevent its misuse. The emergence of internet technology has had a profound impact on all aspects of human life, including social, political, economic, and defense and security issues. The use of the internet for information technology has created new business model options. One such opportunity is e-commerce technology, an electronic commercial mechanism focused on online business transactions. With the help of this technology, it is possible for develop interaction Which more personal and intimate with customer without restricted by geography or time [1].

Various technological advances has given rise to a number of applications that offer convenience to the public. Now, people can easily watch movies or enjoy foreign films without having to go to the cinema. This is possible by purchasing or ordering premium services from various applications such as Netflix, iQIYI, Disney Hotstar, and WeTV. By subscribing to these services, people can access several services which is offered with easy Where even and when whatever they want.

Buy-sell transaction agreements in electronic commerce It is said to be valid if it meets the requirements as stipulated in Article 1320 of the Civil Code. Indonesia has regulated this with the aim of protecting the rights and obligations of both the buyer and the seller. in various regulations such as the Consumer Protection Law Number 8 of 1999 which stipulates the rights and obligations of consumers along with the responsibilities of entrepreneurs in providing a product or service. quality and guaranteed safety. There is Also Constitution No. 1 Year 2024 about Information and Transaction Electronic Also also regulates this matter [2].

The rise activity sale account premium through party third is activity crime Which cannot be ignored. For example, as reported by suara.com, there are three reasons why a premium account can offer price Which Far different in media social namely account sharing, utilise system bugs, sell account results hack. Activity the is something action illegal Because considered violate law and policy from the application which results in losses for the application owner and consumers.

This study analyzes relevant previous studies. Some of them examine the impact from sale account premium from party third with use diverse indicator as tool measuring [3]. The first research, conducted by Syahriana Hannan Fathya Achya, Intan Tri, Yuliana, Niken Pangesti with the research title "Legal Protection for Users of Premium Application Services Obtained from Third Parties" provided results, namely as a consideration if consumers are deceived by the party selling premium apps illegal, consumer the still get protection law [4]. Study, done by Ispi Yanti "Practices of Buying and Selling Spotify Premium Accounts: A Compilation of Sharia Economic Law and Positive Law Perspective" provides results namely for describe process sale account Spotify Premium for Family Which has purchased, an analysis was conducted based on the Compilation of Sharia Economic Law. In addition, the legality of the sale of purchased Spotify Premium for Family accounts was reviewed based on Law No. 11 of 2008 concerning Electronic Information and Transactions [5]. The third study, conducted by Siti Nurun Ni'matun Khasanah, "Review of Islamic Law on Practice Tenant Account Netflix Premium by Party Which No Official" give results namely Research on ZN's Netflix Premium account rental practices shows that there are three ordering mechanisms. First, prospective customers can meet ZN in person. Second, they can contact ZN via a short message application. Third, prospective customers can order through ZN's product catalog in the marketplace [6]. The above studies discuss the legality of buying and selling premium accounts from third parties from a positive law perspective in Indonesia. They also discuss how legal protection is provided for consumers who purchase premium accounts from third parties [7]. Legal protection for consumers involved in these transactions is also an important aspect that needs to be investigated. This includes what can be done by consumer If happen problem in transaction sell buy account premium from party third, as well as How Indonesian positive law provides a solution to this problem [8]. Taking this background into account, this research This expected can give outlook Which more deep about role law positive in Indonesia in handling the practice of buying and selling premium accounts from third parties, as well as providing clear views on legal protection for consumers involved in such transactions [9].

The purpose of this research is to analyze and evaluate the implementation of exoneration clauses in pay TV subscription agreements by companies such as Netflix, iQIYI, Disney Hotstar, and We TV, and their impact on consumer protection. This research aims to identify discrepancies between company practices and applicable legal provisions, especially Article 18 paragraph (1) of the Consumer Protection Law. In addition, this research will explore the need for a review of these clauses to ensure fair protection and the principle of contractual fairness in subscription agreements.

Problem formulation: Do pay TVs such as Netflix, iQIYI, Disney Hotstar, and We TV fulfill consumer protection in their standard terms?

RESEARCH METHOD

In this study, the method applied is a normative method with a statute approach. The main sources used include Consumer Protection Law Number 8 of 1999 concerning Consumer Rights and Obligations, Law Number 1 of 2024 concerning Information and Transactions, and Law Number 1 of 2024 concerning Consumer Protection. Electronic, as well as Chapter 1320 Civil Code. Besides That, for support study This, used also secondary data like journal, article, reference book, and source other Which related with study. Processing data This study used *a literature review*. The first step involved data collection by searching Google Scholar using the keyword "standard clause" and finding 8,740 scientific articles. The second step was do filtering with use say key "clause standard protection consumer" And find as many as 6,540 data/articles scientific. So Step third done filtering with list year 2024 and found 436 scientific data/articles. Based on these results, deductive analysis was then conducted on the data/scientific articles.

RESULTS AND DISCUSSION

A. Agreement TV Paid Netflix, Iqiyi, Disney Hotstar and We TV

Basically, every company has its own company regulations and/or provisions with the aim of for creation order as well as security for scope company and his client. Likewise Pay-TV companies each have their own terms and conditions for their customers. Below are *the agreements* from Netflix, iQIYI, Disney Hotstar, and We TV.

Talking about the agreement contract as explained in Article 1313 of the Civil Code, it explains that an agreement is an act between 2 (two) or more people binding with 1 (one) or more other people. If viewed from the type of *Agreement* or agreement between a pay TV company and a consumer, then what category is included in Article 1313 of the Civil Code. In addition, it must contain 4 conditions for the agreement between a pay TV company and a consumer to be valid in the eyes of the law, namely: 1) there is an agreement between two split party; 2) skills for party in make agreement; 3) something matter certain; And 4) Halal clauses. The following are the types of *agreements* that each pay-TV company has for its customers.

Differences In Pay Tv Company Regulations

No.	**Contents of the Agreement**	Netflix	IQIYI	Disney hotstar	We TV
1.	**Use of Subscription Services**	1. There are age restrictions for viewers. 2. Netflix provides services in the form of content or video viewing in fairly good quality, such as HD, for subscription users.	1. There are age restrictions for viewers. 2. iQIYI also provides services in the form of content or video viewing in high-quality formats, from HD to 4K, for service users.	1. Unlike Disney Hotstar, which doesn't provide services for minors, meaning it doesn't regulate age restrictions. 2. Their service doesn't regulate video display quality like Netflix or iQIYI.	1. Like Disney Hotstar, We TV does not provide services for minors, meaning it does not regulate age restrictions. 2. Like Disney Hotstar, their service does not regulate video display quality, unlike Netflix and iQIYI.
2.	**Compensation**	Regarding compensation, Netflix does not regulate this in its agreement with consumers.	Regarding compensation, iQIYI does not regulate this in its agreements with consumers.	Disney has a redress provision for subscription users resulting from violations of the Terms of Use, third-party rights, laws, or unauthorized use of an account.	We TV also has a compensation policy for subscription users resulting from violations of the Terms of Use, third-party rights, laws, or unauthorized account use.

		Differences In Pay Tv Company Regulations			
No.	**Contents of the Agreement**	Netflix	IQIYI	Disney hotstar	We TV
3.	**Warranties and Limitations of Liability**	Netflix indemnifies the Company from all liability for special, indirect, and consequential damages. However, this does not limit the guarantees the Company provides to users of the service.	iQIYI states that its services are provided without warranty and limits its liability to indirect losses in accordance with applicable law. The company is not responsible for losses resulting from third-party actions or infringement of intellectual property rights. Customers are obliged to indemnify the company and third parties against any claims related to breach of the agreement or third-party rights. In addition, iQIYI is required to disclose the identity of users who violate the agreement to law enforcement agencies as required by law.	The Disney+ Hotstar platform is provided "as is" without any warranty from Disney, including any warranty of fitness or freedom from interference or viruses. Disney is not liable for any damages arising from the use of the service or content, whether direct, indirect, incidental, punitive, special, or consequential. Disney's liability is limited to the subscription fee and is subject to applicable legal limitations.	These terms state that the Company will not be liable for any losses that cannot be excluded by law, such as death or personal injury resulting from negligence. Furthermore, the Company is not liable for any loss of profits, goodwill, opportunity, data, or indirect or consequential losses. The Company is also not liable for any losses arising from reliance on advertising, changes to or discontinuance of services, deletion of data, failure to provide accurate account information, or maintaining the confidentiality of passwords and account details.

Based on the explanation in the table above, the majority of pay-TV company regulations contain regulations governing the limitations and/or transfer of responsibility, which include exoneration clauses. One such clause states that "the company is not responsible or the company is released from responsibility if the consumer experiences specific, indirect losses." Furthermore, there are positive values contained in company regulations, such as providing age restrictions for their services, for example, "Minimum age limit 18 years." so give comfort and security for small children Which currently using the services of a pay TV company.

B. Clause Baku Protection Consumer

The idea of standardized contracts has existed since the time of Ancient Greece. For example, Plato (423–347 BC) discussed the practice of selling food at a price determined by the seller, regardless of the quality of the product. Along its development, seller Which play a role as manufacturer and distributor product now can unilaterally setting conditions that are more specific than just the price [10]. Of course, there are times when this occurrence is associated with something positive. The goal of reaching an agreement that is mutually beneficial for all parties is convenience or practicality. With objective This as point reject, Mariam Darus Badrulzaman defines a standard agreement as an agreement whose contents have been standardized and set out in a form. Sutan Remi Sjahdeini define agreement standard as agreement Which contents has determined previously by users, in where party other on basically excluded from possibility negotiation or modification. A number of small items, such as type, price, quantity, color, location, time, and specific goods, as well as the purpose of the agreement have not been standardized. Sjahdeini emphasized that the content of the agreement, not its structure, is what is unique [11].

Clause Which it seems exclude or limit not quite enough answer or obligation law Which will arises called an exception clause. David Yates refers to the jurisprudence in the case of Bentsen v. Taylor, Sons & Co (1893) And Bahama International Trust Co. v. Threadgold (1974) For support definition This in meaning which This definition can be freely translated as: an exclusion clause is a clause that aims to exclude or limit not quite enough answer Which Possible arise [12]. Agreement standard own Lots benefits when used. However, besides these benefits, there are other aspects of the use and development of standard agreements that have drawn much criticism from legal experts, namely their shortcomings in enabling the parties party for take attitude Which balanced. Characteristic agreement standard, which is agreement Which made by one party and only give A little or even No give room for party other For Negotiating the contents of the agreement is the source of the shortcomings of this standard agreement. Apart from its validity, what has attracted the attention of legal experts is the existence of clauses that are very burdensome and unfair to one of the parties [13].

The inclusion of exclusion clauses in a standard agreement is not the only aspect that needs to be considered. Which limit or even remove obligation Which should charged to manufacturer or product distributor (seller) is known as clause Exclusion. The release agreement releases one party from responsibility for any legal consequences resulting from its failure to fulfill its mandated obligations. by law, including possibility change make a loss If happen violation promise. If provision the waiver states otherwise, damages cannot be enforced [14].

Based on various existing definitions, it can be concluded that an exclusion clause is a provision that limits or exempts a party from legal liability for any failure to fulfill its obligations under the terms of the agreement. These clauses include, for example:

1. Agreement purchase House covers liberation not quite enough answer for developer If the developer was unable to keep his promise and complete the construction of the purchased house on schedule;
2. Restrictions not quite enough answer company transportation on damage Which caused by by disappearance or theft of passenger bags; and
3. Restrictions not quite enough answer on injury passenger. On Law No. 8/1999 about Protection Consumer arranged about definition "clause standard" specifically on chapter

1 paragraph (10) which reads "Standard Clauses are all rules or provisions and conditions that have been prepared and set moreover formerly in a way unilateral by perpetrator business Which poured in something "documents and or agreements that are binding and must be fulfilled by consumers." Judging from the article above, it can be said that the standard clause's unilateral creation process is more highlighted than its content. In fact, term "clause exclusion" No only cause problem on process its manufacture, but Also in its contents, namely the transfer of obligations or responsibilities of business actors [15].

According to opinion from Bro. Mariam Daruz Badrulzaman clause standard own characteristic features as following:

1. Party Which own position more strong (economy) determine content agreement in a way unilateral;
2. The community (the debtor) has no input whatsoever into the collaborative process of determining the details of the agreement;
3. Party Which in debt forced accept agreement the Because need they;
4. Made in a way written; and
5. Made in a way collective and in amount big.

The standard clause is related to the principle of freedom of contract. The principle of freedom of contract states that everyone can freely make agreements consisting of provisions in any type of agreement, as long as the agreement is made honestly, legally, and does not conflict with morality or public order. This freedom is the embodiment of free will, human rights, and the rights that derive from it. This idea is stated in Article 1338 of the Civil Code, which states that "all agreements Which made in a way legitimate valid as Constitution for they Which make it." Principle This includes freedom for decide whether will make agreement or no, as well as flexibility for determine conditions What just Which will listed and how interpret it. With say other, principle freedom contract to provide freedom to for party for in a way free make agreement new Which No arranged in Civil Code, as long as the agreement is in accordance with the needs of society and the demands of the times (innominate agreement) [16].

Clause Baku besides listed on Chapter 1 paragraph (10) UUPK Also there is on Chapter 18 paragraph (1) Which reads: "The perpetrator business in offer goods and/or service Which intended for traded forbidden make or include standard clauses in each document and/or agreement if:

a. State diversion not quite enough answer perpetrator business;
b. State that perpetrator business entitled reject handover return goods which purchased consumer;
c. States that the business actor has the right to refuse to return the money paid for goods and/or services purchased by the consumer;
d. Declare the granting of power of attorney from consumers to business actors, either directly or indirectly, to carry out any unilateral actions related to goods purchased by consumers in installments;
e. Regulates matters of proof of loss of use of goods or use of services purchased by consumers;
f. Giving business actors the right to reduce the benefits of services or reduce the assets of consumers who are the object of the sale and purchase of services;
g. Declares that consumers are subject to regulations in the form of new, additional, continuation and/or further changes made unilaterally by the business actor during the period when the consumer uses the services he or she purchases;
h. Business for loading right liability, right pawn, or right guarantee to goods which purchased by consumers in installments."

Based on the explanation of the Article above, it discusses the purpose of the limitation of Article 1338 of the Civil Code regarding the inclusion of standard conditions, namely to place consumers in an equal position with corporate actors. based on draft freedom contract. Furthermore If associated with Principle Consensualism. The principle of trust (vertrouwenleer) is an ethical value that stems from morals because it embodies the desire of the parties to bind themselves to each other and fosters a sense of trust (vertrouwen) in fulfilling the agreement. Article 1320 Civil Code paragraph (1) state idea consensualism, which put forward that something an agreement exists only because someone chooses to bind themselves. In other words, an agreement exists only because there is will for tie up self. Although thus, there is agreement Which No in a way accurate reflect the terms of the agreement in some circumstances. This is caused by the existence of deliberate defects that prevent the formation of an agreement, such as fraud (bedrog) or error (dwaling), or coercion (dwang). Then, the writing of the Standard Clause must be written clearly in letters that can be read by consumers, otherwise it is not in accordance with Article 18 paragraph (2) of the UUPK which states: "Business actors are prohibited from including clauses standard Which location or its shape difficult seen or

No can read in a way clear, or Which disclosure is difficult understood.". So, example other from clause standard Which included in agreement insurance Which related to unilateral cancellation by the insurer of the SiagaKoe Package guarantee package: "The insurer may terminate this clause at any time by sending written notice to the insured at the last known address via registered mail, *Facsimile*, Telegram, or *Telex*"[17]. Furthermore, if it is related to the Principle of Good Faith. Based on Article 1338 of the Civil Code which states: "All agreements must be carried out in good faith.". Chapter This emphasize that agreement Which made by for party must based on by draft propriety and good faith, which implies that the agreement must be honest in order to achieve common goals. The implementation of the agreement must also pay attention to social norms and propriety. This is a concept that cannot be ignored. changed and is need in all agreement, as well as No can deleted even with agreement of the party. Muhammad Syaifuddin state that every stage contract—pre-manufacturing, manufacturing, and post-production—must comply with standard of good faith. The party who is not aware of certain things can deemed not to have carried out the contract subjectively. In addition, objective standards of good faith and propriety must be careful and precise because propriety continues to develop along with the progress of society's ideals [18].

C. Comparison Agreement Company TV Paid Based on Clause Provisions Baku

"Standard clauses" are different from "exoneration clauses." In general, several articles in the Indonesian Constitutional Code Law Civil can mentioned. Chapter 1337 is Wrong the only one, which state that something Agreements cannot be made in violation of law, morality, or public order. However, a lawsuit must be filed to determine the extent to which the agreement is in conflict. In reality, the Indonesian legal system lacks the jurisprudential authority of Anglo-Saxon and Anglo-American countries. By Because That, can considered for copy What Which done by Dutch, that is rule special which is made for the procedure of making standard agreements. This can be included in special laws that regulate consumer protection other than the Civil Code [19].

Based on the agreement held by the Pay TV Company between Netflix, iQIYI, Disney Hotstar, and We TV, there are similarities, namely in the chapter Limitations of responsibility or accountability carried out by business actors or companies to consumers. The contents of these provisions provided by Pay TV Companies to their consumers are as follows:

Table 2. Standard Elements

Elements and or Criteria Clause Standard According to Law	**Types Of Company Regulations Tv Paid**			
	Netflix	**IQIYI**	**Disney Hotstar**	**We TV**
Based on Article 18 paragraph (1) of the UUPK, business actors are prohibited from including Standard Clauses in agreements or contracts, if: 1. Declaring the transfer of responsibility	☐	☐	☐	☐

Elements and or Criteria Clause Standard According to Law	Types Of Company Regulations Tv Paid			
	Netflix	IQIYI	Disney Hotstar	We TV
of business actors ;				
2. State that perpetrator business entitled refuse to return goods purchased by consumers;	☐	☐	☐	☐
3. States that business actors have the right to refuse to return money paid for goods and or services purchased by consumers;	☐	☐	☐	☐
4. Declaring the granting of power of attorney from the consumer to perpetrator business Good in a way direct or indirectly to carry out any unilateral action Which related with goods which purchased By consumer in a way installments ;	☐	☐	☐	☐
5. Regulates matters regarding proof of loss of use of goods or use of services purchased by consumers;	☐	☐	☐	☐
6. Giving business actors the right to reduce service benefits or reduce assets consumer Which become object sell buy service;	☐	☐	☐	☐
7. Declaring that consumers are subject to regulations in the form of new, additional, continued and or further changes made unilateral by perpetrator business in time 8. Consumer utilise service Which bought it;	☐	☐	☐	☐
9. State that consumer give power to perpetrator business For loading right 10. Liability, right pawn, or right guarantee for goods purchased by consumers in installments.	☐	☐	☐	☐

Based on the explanation in the table above, some Pay TV Company Regulations are included in the Standard Clause Criteria and some are not, as follows:

1. Based on the explanation above, Netflix, iQIYI, Disney Hotstar, and We TV have standard clause criteria, namely "Declaring the transfer of business actor's responsibilities", because Netflix, iQIYI, Disney Hotstar, and We TV each have agreements or *agreements* that regulate " transfer of responsibilities.

2. The same applies to the next criteria. namely "Declaring that business actors have the right to refuse to return goods purchased by consumers" Netflix, iQIYI, Disney Hotstar, and We TV companies in their agreements have these criteria which regulate refusing to return goods or services to consumers.
3. In the next criteria, only Netflix and Disney Hotstar companies have it, namely "States that the business actor has the right to refuse to return the money paid for goods and/or services purchased by consumers" because the agreement *from* Netflix and Disney Hotstar regulates this. rejection return Money to consumer whereas Company iQIYI And We TV No has the criteria of " refusing to return the money " because the agreement *does* not contain this.
4. Different with criteria previously, on criteria time This Company Netflix, iQIYI, Disney Hotstar, And We TV No own criteria "State giving power from consumer to perpetrator business Good directly or indirectly to carry out any unilateral action related to the goods purchased by consumer in a way installments ˮ Because on agreement company Netflix, iQIYI, Disney Hotstar, and We TV do not regulate the granting of authority specifically for purchasing services in installments.
5. On criteria furthermore only company iQIYI Which own criteria "Arrange regarding proof for the loss of use of goods or use of services purchased by consumers" because the iQIYI company agreement *regulates* the provision of proof for lost accounts to be returned to consumers, while Netflix, Disney Hotstar, and We TV do not have this right. criteria " proof on disappearance utility goods or utilization service Which purchased ˮ because the *agreement* does not include this.
6. on the criteria next is "Giving rights to the perpetrator efforts to reduce service benefits or reduce treasure riches consumer Which become object sell buy service" company Netflix, iQIYI, Disney Hotstar and We TV in their agreements have criteria which regulate reducing and/or limit services or services to consumers when violate provisions that made.
7. On criteria furthermore namely "State submission consumer to regulation Which in the form of new rules, additions, continuations and/or further changes made unilaterally by business actors during the period when consumers use the services they purchase" companies Netflix, iQIYI, Disney Hotstar, and We TV on agreement his own criteria the Which Where arrange about the consumer must comply with the regulations made unilaterally by the company either at the start of the subscription or during the subscription period.
8. Different with criteria previously, on criteria time This Company Netflix, iQIYI, Disney Hotstar, And We TV does not have the criteria "States that consumers authorize business actors to charge right liability, right pawn, or right guarantee to goods Which purchased by consumers in installments."

because in the *agreement* Netflix, iQIYI, Disney Hotstar, and We TV do not regulate the granting of power of attorney to business actors regarding the imposition of mortgage rights, pledge rights, or guarantee rights on purchased goods.

So, based on the things explained above, there is not a single pay TV company that meets the correct Standard Clause criteria according to the Consumer Protection Law.

Based on Clause Baku Which listed on *Agreement* (agreement) Which made by company on then you can it is said violate also Wrong One principle Which there is on UUPK namely Principle Not quite enough Answer (*principle of responsibility*). Product responsibility and professional responsibility, as stated in UUPK Article 19 until Chapter 28, is two draft important Which accommodated by principle not quite enough answer Which Adopted by the Consumer Protection Act. Product liability is the legal obligation of manufacturers to cover the costs of damages incurred by consumers due to the use of the products they sell. The legal liability associated with professional services provided to clients is known as professional liability.

CONCLUSION

Fundamental Finding : This study concludes that the regulations governing pay TV companies such as Netflix, iQIYI, Disney+ Hotstar, and WeTV do not fully ensure consumer protection due to the continued inclusion of exoneration clauses in subscription agreements. These clauses create an imbalance of contractual power between companies and consumers, violating Article 18 paragraph (1) of Indonesia's Consumer Protection Law (UUPK) and conflicting with the principles of fairness, good faith, and freedom of contract. **Implication :** The findings underscore the urgent need for regulatory reforms and stricter enforcement mechanisms to eliminate unfair contractual provisions, thereby ensuring a more equitable relationship between digital service providers and consumers. **Limitation :** This study focuses primarily on a qualitative review of contractual clauses in selected pay TV platforms and does not include empirical data on consumer awareness or complaint patterns related to exoneration clauses. **Future Research :** Subsequent studies should employ quantitative and comparative approaches to examine the prevalence of such clauses across broader digital platforms, assess consumer perceptions of fairness, and evaluate the effectiveness of legal remedies in strengthening digital consumer rights in Indonesia.

REFERENCES

[1] S. Anissa Dan M. T. Multazam, "Assessing Legal Measures For Addressing Personal Data Misuse In Commercial Settings: A Critical Analysis:," Indonesian Journal Of Law And Economics Review, Vol. 19, No. 2, Art. No. 2, Mei 2024, Doi: 10.21070/Ijler.V19i2.1012.

[2] N. F. Mediawati Dan S. B. Purwaningsih, "Buku Ajar Hukum Kontrak Dan Perikatan," Umsida Press, Hlm. 1–104, 2018, Doi: 10.21070/2018/978-602-5914-35-5.

[3] A. A. Setyareni, "Analisis Praktik Jual Beli Netflix Sharing Premium Dalam Perspektif Hukum Islam Dan Undang-Undang Perlindungan Konsumen," Diploma, Iain Ponorogo,

2024. Diakses: 13 Agustus 2024. [Daring]. Tersedia Pada: Https://Etheses.Iainponorogo.Ac.Id/27930/

[4] R. Haniyah, "Perlindungan Hukum Terhadap Jual Beli Akun Premium Ilegal Di Media Sosial Twitter Perspektif Fatwa Dsn Mui No. 110/Dsn-Mui/Ix/2017 Tentang Akad Jual Beli (Studi Kasus Pengguna Twitter Di Kota Medan)," Skripsi, Universitas Islam Negeri Sumatera Utara, 2022. Doi: 10/Dsn-Mui/Ix/2017.

[5] M. T. Multazam Dan A. E. Widiarto, "Digitalization Of The Legal System: Opportunities And Challenges For Indonesia:," Rechtsidee, Vol. 11, No. 2, Art. No. 2, Des 2023, Doi: 10.21070/Jihr.V12i2.1014.

[6] C. E. Asprilianti, "Tinjauan Hukum Islam Terhadap Jual Beli Spotify Premium Di Media Sosial Twitter," Diploma, Iain Ponorogo, 2023. Diakses: 13 Agustus 2024. [Daring]. Tersedia Pada: Https://Etheses.Iainponorogo.Ac.Id/26290/

[7] Rossa Amelia, "Tinjauan Yuridis Terhadap Jual Beli Akun Youtube Premium Oleh Sosial Media Di Twiter Ditinjau Dari Undang-Undang Nomor 28 Tahun 2014 Tentang Hak Cipta," Uin Suska, Vol. 13, No. 1, Hlm. 1–63, 2023.

[8] N. L. P. A. Cahyani, I. N. P. Budiartha, Dan N. M. P. Ujianti, "Perlindungan Hukum Terhadap Konsumen Dalam Jual Beli Akun Ilegal 'Netflix' Melalui Media Internet," Jurnal Preferensi Hukum, Vol. 5, No. 1, Hlm. 111–117, 2024.

[9] I. Yanti, "Praktik Perjanjian Jual Beli Akun Spotify Premium For Family (Kajian Analisis Kompilasi Hukum Ekonomi Syariah Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik)," Uin Malang, Vol. 13, No. 1, Hlm. 104–116, 2023.

[10] M. H. Muaziz Dan A. Busro, "Pengaturan Klausula Baku Dalam Hukum Perjanjian Untuk Mencapai Keadilan Berkontrak," Law Reform, Vol. 11, No. 1, Hlm. 74–84, Mar 2015, Doi: 10.14710/Lr.V11i1.15757.

[11] M. S. Ginting, "Menegaskan Kembali Keberadaan Klausula Baku Dalam Perjanjian," Jurnal Hukum Dan Peradilan, Vol. 3, No. 3, Art. No. 3, Nov 2014, Doi: 10.25216/Jhp.3.3.2014.223-236.

[12] N. Rohaya, "Pelarangan Penggunaan Klausula Baku Yang Mengandung Klausula Eksonerasi Dalam Perlindungan Konsumen," Jhr (Jurnal Hukum Replik), Vol. 6, No. 1, Art. No. 1, Mar 2018, Doi: 10.31000/Jhr.V6i1.1116.

[13] D. Hendryan, L. Ganiarta, Dan G. Aryani, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce)," Vt, Vol. 6, No. 1, Hlm. 83–96, Jan 2024, Doi: 10.24967/Vt.V6i1.2766.

[14] S. Sondakh, "Perlindungan Hukum Bagi Konsumen Terhadap Klausula Baku Yang Merugikan Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999," Lex Privatum, Vol. 2, No. 2, Art. No. 2, Mei 2014, Diakses: 27 Juli 2024. [Daring]. Tersedia Pada: Https://Ejournal.Unsrat.Ac.Id/V3/Index.Php/Lexprivatum/Article/View/4533

[15] S. H. F. Achya, Y. Yuliana, I. Tri, Dan N. Pangesti, "Perlindungan Hukum Terhadap Pengguna Layanan Aplikasi Premium Yang Diperoleh Dari Pihak Ketiga," Diponegoro Private Law Review, Vol. 10, No. 2, Hlm. 198–222, Des 2023.

[16] S. I. Munggaran, S. Sudjana, Dan B. D. Nugroho, "Perlindungan Konsumen Terhadap Pencantuman Klausula Baku Dalam Perjanjian," 1, Vol. 2, No. 2, Art. No. 2, Jun 2019.

[17] Moh. Sohib - Nim. 05380041, "Tinjauan Prinsip-Prinsip Muamalat Terhadap Klausula Baku Pada Pasal 18 Undang-Undang No 8 Tahun 1999 Tentang Perlindungan Konsumen," Skripsi, Uin Sunan Kalijaga Yogyakarta, 2010. Diakses: 24 Juli 2024. [Daring]. Tersedia Pada:

Https://Digilib.Uin-Suka.Ac.Id/Id/Eprint/4464/
[18] W. S. Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen," Jurnal Ilmiah Advokasi, Vol. 4, No. 1, Art. No. 1, Mar 2016, Doi: 10.36987/Jiad.V4i1.356.
[19] M. Taklima, "Urgensi Perlindungan Hukum Terhadap Konsumen Motocycle Taxi Perspektif Hukum Perlindungan Konsumen Dan Teori Mashlahah," Jurisdictie: Jurnal Hukum Dan Syariah, Vol. 10, No. 2, Art. No. 2, 2019, Doi: 10.18860/J.V10i2.5502.

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