

# Analysis of Standard Clauses in Online Loan Agreements in Indonesia

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## Abstract

**Purpose:** This study analyzes standard clauses in online loan agreements in Indonesia, which often cause injustice to consumers. The use of standardized clauses has become increasingly common in digital financial services, but these clauses are often one-sided, favoring the service providers over consumers. This issue can lead to significant legal and ethical concerns.

**Methodology/approach:** This study uses a normative juridical research method with a literature study approach, reviewing relevant regulations, including Law Number 8 Year 1999 on Consumer Protection (UUPK), along with other applicable consumer protection laws in Indonesia. By analyzing the current legal framework and court decisions, the research aims to uncover the practical implications of these clauses.

**Results/findings:** The results indicate that standard clauses such as exoneration clauses, opaque fines, and misuse of personal data often disadvantage consumers by limiting their rights and withholding key information.

**Conclusions:** The use of standard clauses in online loan agreements in Indonesia continues to create problems due to unequal rights and obligations between providers and consumers. Although regulations exist, weak enforcement and low consumer awareness limit effective protection.

**Limitations:** Although the GCPL (Government Consumer Protection Law) has regulated the prohibition of harmful clauses, implementation in the field is still weak due to a lack of supervision, low consumer literacy, and limited access to legal recourse.

**Contribution:** This study highlights the need to strengthen regulations, improve consumer education, and enhance supervision of online loan providers to ensure fair, balanced, and transparent consumer protection.

**Keywords:** *Consumer Protection, GCPL Law, Online Loans, Standard Clauses.*

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## 1. Introduction

In the rapidly evolving digital era, online loans (financial technology peer-to-peer lending or commonly known as fintech P2P lending) have become one of the innovations in the financial world. Through online or digital platforms, online loans offer convenience and quick access to funds without the complicated procedures typically found in conventional financial institutions. By using digital technology, agreements made between parties are also equipped with digital signatures Pemayun and Dewi (2025) which no longer require a long time. However, behind this convenience, online loan agreements often contain standard clauses that have the potential to harm consumers (Pradana, Parela, & Putra, 2024).

A standard clause refers to terms that have been unilaterally prepared by the business actors, and consumers only have the option to accept or reject them without prior negotiation. The explanation regarding standard clauses is also included in the legislation, specifically in Article 1, paragraph (10) of Law No. 8 of 1999 on Consumer Protection (UUPK) which states: "Any rule or provision and terms that have been prepared and unilaterally set by business actors, written in a document and/or agreement that binds and must be fulfilled by the consumer." This phenomenon becomes an urgent legal issue, especially related to legal protection for consumers in electronic transactions (Purba, 2022).

Standard clauses in online loan agreements often do not meet the principles of fairness and proportionality (balance) (Nurdian, 2025). Many consumers do not understand the contents of the agreement, especially exclusive clauses such as exoneration clauses, which release the business actors from legal responsibility. An exoneration clause can also be interpreted as a clause in a contract and/or agreement that allows business actors to reduce their obligation to pay compensation for breach of contract or unlawful acts (Purba, 2022). Putri, Hidayati, and Istiani (2024) argue that opaque exoneration clauses tend to create an imbalance in rights and obligations between service providers and consumers. This contradicts the principles of contract law, such as the principles of good faith and fairness, which must serve as the foundation in drafting any agreement and/or contract, whether conventional or online Lestari (2020).

According to Pane (2022), the application of the principle of proportionality in online loan agreements is one of the solutions to reduce such imbalances. This principle requires that the rights and obligations between the parties be regulated fairly and equally. However, in practice, many online loan agreements fail to accommodate consumer interests (Masykur, Samsul, & Nuraeni, 2024). It is often the case that consumers are not given any room to negotiate the substance and/or clauses contained in the agreement and/or contract. In practice, consumers are frequently provided with a standard agreement and/or contract, the substance of which can only be accepted or rejected by the consumer. If the consumer rejects the substance of the agreement and/or contract, the consumer is considered not to agree to the agreement and/or contract. Romires (2022) adds that standard clauses are often used to simplify business processes, but without considering the interests of consumers as the weaker party.

The main issue faced by consumers is the low level of understanding of the content of electronic agreements and/or contracts (Ema, 2024). In fact, many service providers offer assistance by providing phone numbers and email addresses that consumers can use to inquire about the content of these electronic agreements and/or contracts. However, it is also often found that the phone numbers and emails listed on the digital service provider platforms are unresponsive. Or even when consumers do receive a good response from service providers, they still have difficulty understanding the substance contained in the electronic agreement and/or contract. Nugrahaningsih, Yuliana, and Rezi (2023) show that many consumers do not read the contents of the agreement in detail before agreeing to it, making them vulnerable to exploitation by service providers. In addition, the electronic nature of online loan agreements and/or contracts often makes consumers perceive the agreement and/or contract as just a formality, without understanding the potential legal consequences that might arise from the agreement and/or contract in the future (Priyambawa, Budiarta, & Dewi, 2022).

Istiqamah (2019) notes that Indonesian contract law has regulated standard clauses in agreements. Article 1320 of the Indonesian Civil Code (Burgerlijk Wetboek Voor Indonesie) (1847) requires an agreement between the parties as one of the valid conditions for a contract. However, in the context of online loans, this agreement is often nominal because consumers have no alternative but to accept the terms set by the service provider. Nurhafni and Bintang (2018) emphasize that this imbalance has the potential to violate the principles of consumer protection as regulated in Law No. 8 of 1999 on Consumer Protection.

Aulia (2024) in her research on electronic contracts in fintech peer-to-peer lending, mentions that the existing regulations have not fully protected consumers from harmful standard clauses. This is

worsened by the lack of oversight of online loan service providers. Ariyani (2023) adds that exoneration clauses in online loan agreements are often used by service providers to avoid legal responsibility, which in turn can lead to harm to consumers. Meanwhile, Limanto, Jonatan, and Martinelli (2023) explain that while electronic agreements and/or contracts are considered legally valid under Indonesia's positive law, challenges remain in ensuring that the content or substance of such agreements and/or contracts does not violate the principles of contract law. Rahmawati (2024) highlights the importance of the validity of electronic agreements and/or contracts, especially in ensuring that the standard clauses contained therein do not violate the law or the principles of fairness in contracting.

Aside from legality, Limanto et al. (2023) emphasize the effectiveness of law in electronic transactions. They argue that while electronic contracts have a strong legal basis, the effectiveness of legal protection for consumers is often influenced by the low legal literacy among the public. This indicates the need for better legal education for the public so that consumers are able to understand and protect their rights in every online loan transaction. Triasih, Muryati, and Nuswanto (2021) in their research on "Legal Protection for Consumers in Online Loan Agreements," mention that one way to address this issue is by increasing transparency in drafting agreements. The standard clauses used must be clear, easy to understand, and not burden one party. This approach aligns with the primary goal of contract law, which is to create fair and balanced legal relationships.

The objective of this study is to analyze the standard clauses in online loan agreements in Indonesia, focusing on their implications for consumer protection (Hapsari & Kurniawan, 2020; Irawati & Hutagalung, 2023). This research will also examine how contract law can be applied to address the issues arising from the use of standard clauses that disadvantage consumers. Based on a review of the literature mentioned, it is hoped that this study will contribute to the development of fairer regulations in online loan transactions in Indonesia. Although various studies have addressed the existence of standard clauses in electronic transactions and fintech contracts in general, there is still limited research specifically on the imbalance of rights and obligations resulting from standard clauses in online loan agreements (Duran & Griffin, 2021; Wibiantoro & Mahanani, 2023). Moreover, there is still a lack of research that simultaneously examines the relationship between standard clauses and the principles of contractual fairness, violations of consumer rights, and issues related to the misuse of personal data in fintech lending practices. Therefore, this research aims to fill this gap by adopting an integrated approach to contract law and consumer protection, with the goal of strengthening the legal framework to address the challenges of standard clauses in online loans in Indonesia.

## 2. Literature Review and Hypothesis Development

There have been several previous studies discussing Standard Clauses and their use in Online Loan Agreement documents. The results of these studies can be found in online journal databases that have been published, including the following:

- a. A study conducted by Romires (2022) published in *JIP: Jurnal Inovasi Penelitian*, Volume 3, Issue 4, 2022, titled "The Use of Standard Clauses in E-Commerce Agreements from the Perspective of Consumer Protection." This study discusses the existence of standard clauses as a means to simplify electronic transactions between producers and consumers via e-commerce. However, it was found that these clauses were often misused by producers who set very unfavorable terms for consumers.
- b. A study by Martinelli, Sugiawan, and Zulianty (2024) published in *JAMPARING: Jurnal Akuntansi Manajemen Pariwisata dan Pembelajaran Konseling*, Volume 2, Issue 2, 2024, titled "Legal Certainty of Electronic Contracts in Online Loans Based on Contract Law." This study examines the role of agreements in online loans conducted through e-contracts or electronic contracts, which are approved by debtors with an e-signature or digital signature.
- c. A study conducted by Nugrahaningsih et al. (2023), Margaretha Evi Yuliana, and Rezi, published in *JIIP: Jurnal Ilmiah Ilmu Pendidikan*, Volume 6, Issue 12, 2023, titled "Legal Analysis of Consumer Protection Against Standard Clauses in Power of Attorney in Credit Agreements." This research analyzes the legal force of granting power of attorney to creditors in

case of debtor default.

- d. A study conducted by Rahmawati (2024) published in *INNOVATIVE: Journal of Social Science Research*, Volume 4, Issue 4, 2024, titled "The Validity of Electronic Contracts Based on Positive Law in Indonesia." This study discusses the legal validity of agreements made using electronic media, where the agreement is made, executed, and signed electronically.
- e. A study by Purba (2022) published in *Acta Law Journal*, Volume 1, Issue 1, 2022, titled "Exoneration Clauses in Online Loan Agreements." This study discusses the practice of including exoneration clauses in online agreements and provides a legal analysis of such clauses in online contracts.
- f. A study by Lestari (2020), published in *Supremasi Jurnal Hukum*, Volume 2, Issue 2, 2020, titled "Legal Protection Certainty for Standard Clauses in Online Loan Agreements in Indonesia." This study discusses legal protection for standard agreements that are often created in ways that disadvantage the parties, especially consumers who are frequently harmed.

From the literature review, it is apparent that most studies still focus on the legality of electronic contracts or consumer protection in general, without delving deeper into the bargaining position of consumers in fintech agreements or the complexity of personal data abuse through hidden clauses. This research offers a new contribution (state of the art) by systematically mapping the various forms of standard clauses that harm consumers, along with a normative-analytical legal analysis of the effectiveness of their regulation and oversight. Thus, this study not only complements previous literature but also provides a basis for improving regulations and legal protection in the online lending sector.

### 3. Research Methodology

In legal research, the methodology used must be relevant to the nature and objectives of the study itself. This research is a normative legal study that focuses on the analysis of standard clauses in online loan agreements in Indonesia. The normative legal research method was chosen because this study aims to examine legal principles, doctrines, and regulations governing standard clauses in online loan agreements, particularly in the context of legal protection for consumers.

This research employs several approaches commonly used in normative legal research, including the statute approach, which is used to examine relevant legislation for this study, such as the *Civil Code* (Burgerlijk Wetboek Voor Indonesie) (1847), especially Articles 1320 and 1338 concerning the requirements for valid agreements and the principle of freedom of contract, Law No. 8 of 1999 on Consumer Protection (BPK, 1999) Law No. 11 of 2008 on Electronic Information and Transactions (, 2008) along with its amendments in Law No. 19 of 2016 on Amendments to Law No. 11 of 2008 regarding Electronic Information and Transactions (BPK, 2016) and Law No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions.

The conceptual approach is used to understand the legal concepts that will be applied in this paper, such as standard clauses, the principle of freedom of contract, the principle of proportionality, and consumer protection (Gerstenberg, 2015; Irakli, 2017). The analytical approach is employed to critically examine the application of law in the practice of online loan agreements, including the impacts on consumers. The data sources used in this research consist of secondary data, such as primary legal materials in the form of relevant regulations, literature, journals, articles, and previous research related to standard clauses in online loan agreements, as well as legal dictionaries, encyclopedias, and other reference sources that help explain the legal terms used in this study.

The data collection technique employed is library research, which involves gathering and reviewing relevant legislation, reading and analyzing literature and journals related to the research topic, and systematically organizing the data collected to support the analysis and discussion of the research topic. Data analysis is conducted using a qualitative descriptive approach by identifying legal issues related to the use of standard clauses in online loan agreements, interpreting relevant legislation, doctrines, and legal concepts, evaluating the application of law in the context of consumer protection particularly in addressing the negative impacts of harmful standard clauses and drawing conclusions

based on the analysis, accompanied by recommendations for improving regulations or legal implementation. Due to the normative nature of the research, the validity of the data is ensured through the use of legally valid and reliable legal materials. All legal materials used are from official sources, such as legislation and verified academic journals. This method is expected to provide in-depth and comprehensive analysis of standard clauses in online loan agreements, as well as their implications for consumer protection in Indonesia.

This research has novelty (novelty) in three main aspects. First, from a regulatory perspective, this research reviews recent developments in consumer protection based on technology, especially with reference to Law No. 27 of 2022 on Personal Data Protection and Law No. 1 of 2024 as the second amendment to the ITE Law, which have not been comprehensively discussed in previous studies. Second, this research identifies and classifies new forms of standard clauses in online loan agreements such as clauses on emergency contact data access leading to intimidation, and hidden fees that are not transparently labelled which often escape legal analysis in previous studies. Third, the legal approach used is not only normative-conceptual but also involves doctrinal analysis that emphasizes the principles of justice and proportionality in contract law, comparing the practice of standard clauses in fintech agreements with the existing *ius constitutum* (current law). With this approach, this research provides a deeper and more argumentative analysis while filling the gap in the legal literature on justice in digital financial contracts in Indonesia.

The novelty of this research lies in its approach that integrates perspectives on contract law, consumer protection, and personal data protection in analyzing standard clauses in fintech-based online loan agreements. Unlike previous studies that tend to be descriptive or conceptual, this research specifically examines the forms of exclusive clauses, imbalances in rights and obligations, and the mechanisms for enforcing laws that have not been effective in practice. This research also offers concrete suggestions for improving regulations and supervision based on normative legal findings.

## 4. Results and Discussion

### 4.1 Standard Clauses in Online Loans

A standard clause is a clause drafted unilaterally by a business actor without going through the negotiation process with the consumer. The definition of a standard clause is also mentioned in the relevant regulations, specifically in Article 1 paragraph (10) of Law No. 8 of 1999 on Consumer Protection BPK (1999) which states: "A Standard Clause is any rule or condition and terms that have been prepared and established unilaterally by the business actor, written in a document and/or agreement that is binding and must be fulfilled by the consumer." The substance of this Article legally recognizes the existence of standard clauses.

In the context of online loans, this clause becomes a key element in contracts and/or electronic agreements binding the service provider to the user. While standard clauses are intended to simplify the agreement process, their existence often creates legal problems, especially concerning consumer protection. This issue arises because standard clauses frequently demonstrate a weakness in accommodating a balanced position for both parties involved in the contract. This imbalance occurs because there is no opportunity for the consumer to negotiate any of the clauses in the contract (Purba, 2022).

For example, unilateral terms that impose full responsibility on the debtor for late payments, or clauses granting the lender full authority to access the user's personal data, are common forms of standard clauses found in online loan practices in Indonesia. As explained by Purba (2022) in "*Exoneration Clauses in Online Loan Agreements*", the use of such clauses reflects an imbalance between the service provider and the consumer, potentially resulting in consumer harm. Standard clauses have become a crucial topic in contract law, especially within the realm of online loans in Indonesia. As one of the core elements of electronic agreements, these clauses often form the legal basis of the contract, determining the relationship between the service provider and the consumer. Purba (2022) notes that standard clauses are frequently used by service providers to limit their

liability in the face of transaction risks, which indirectly weakens the consumer's position.

With the growth of financial technology (fintech), the use of standard clauses has also increased, aiming to facilitate quick and efficient transactions in online loan contracts. Priyambawa et al. (2022) reveal that electronic agreements often prioritize efficiency over fairness. As a result, consumers are frequently faced with situations where they must agree to terms they do not fully understand. This imbalance in rights and obligations due to standard clauses directly correlates with more specific issues, such as the misuse of personal data, the imposition of fines, and the inclusion of exploitative exclusive clauses.

#### ***4.2 Analysis of Legal Provisions Regarding Standard Clauses***

Article 18 of Law No. 8 of 1999 on Consumer Protection (BPK, 1999), states that the inclusion of standard clauses that harm consumers in any document and/or agreement renders the document and/or agreement void and non-binding for the parties involved. This provision serves as the primary legal basis for evaluating the validity of standard clauses in online loan contracts, as noted by (Susanty & Rachmat, 2022). However, the implementation of this provision still faces various challenges.

According to Putri et al. (2024), many fintech service providers do not comply with this regulation and continue to include clauses that explicitly (or indirectly) violate the provisions in Law No. 8 of 1999 (BPK, 1999). One example is the exoneration clause, which unilaterally protects the service provider from legal claims, even if they fail to execute the contract as agreed.

In addition, Article 47 of the Financial Services Authority Regulation No. 77/POJK.01/2016 on Peer-to-Peer Lending (POJK, 2016) also governs sanctions that can be imposed on fintech service providers for failing to provide clear, complete, and truthful information to consumers. These sanctions include written warnings, fines, business restrictions, and, in the most severe cases, the revocation of operating licenses. However, Lestari (2020) argues that many service providers fail to comply with these requirements, leaving consumers often unaware of their rights and obligations in the online loan agreements.

Lestari (2020) also highlights that legal protection against standard clauses is often reactive, with the government acting only after a dispute occurs. This practice is one of the reasons for the increasing number of disputes arising from online loan transactions, which often require litigation to resolve. Litigation is typically more time-consuming than non-litigation methods. Proactive approaches, such as more detailed regulations and intensive supervision, could help prevent disputes from arising in the first place.

#### ***4.3 Imbalance of Rights and Obligations in Standard Clauses***

One of the main issues with standard clauses is the imbalance of rights and obligations between service providers and consumers. In Pane (2022), it was found that online loan agreements often disproportionately benefit service providers. For instance, service providers have the right to unilaterally terminate agreements if the debtor fails to meet their obligations, but consumers are not granted the same right if the service provider breaches the contract. This situation violates the principle of proportionality, which is a fundamental concept in contract law. The principle of proportionality requires that both parties in a contract or agreement fulfill their obligations in equal measure. This principle serves as a safeguard against possible fraud or imbalances that one party may impose, which could result in harm to the other.

Violations of the principle of proportionality in online loan agreements reveal the imbalance, compounded by the lack of transparency in drafting and disclosing the substance of standard agreements. This situation makes it difficult for consumers to understand the risks and obligations they must bear. The difficulty consumers face in understanding their rights and obligations could lead to disputes when they realize the imbalance but have no recourse other than to accept the terms.

The imbalance of rights and obligations in standard clauses reflects the weak bargaining position of consumers. Pane (2022) identifies that standard clauses are often written in technical language, making it difficult for ordinary consumers to understand or negotiate the terms. This situation violates Article 18 paragraph (2) of Law No. 8 of 1999 (BPK, 1999) which states: "Business actors are prohibited from including standard clauses that are difficult to read or understand." However, enforcement of this legal provision has not been optimally applied, as many service providers modify their clauses, resulting in agreements that are difficult for consumers to comprehend.

This issue is further exacerbated by Romires (2022) findings that in both e-commerce and fintech, standard clauses are often used to avoid service provider responsibility for risks arising from transactions. Moreover, the implementation of exoneration clauses in online agreements often prioritizes legal protection for producers, leaving consumer protection overlooked. This undermines fairness in contracting and the agreements themselves.

#### ***4.4 Clauses on Personal Data Usage***

An equally important issue in the standard clauses of online loan agreements is the use of consumers' personal data. Many service providers include clauses that grant them broad access to consumers' personal data, including phone contacts and financial data. According to Putri et al. (2024), such clauses not only violate consumer privacy rights but also pose a risk of misuse of personal data by the service providers. According to records from the Financial Services Authority (OJK), complaints regarding the misuse of phone contact data are often found, where these practices are commonly carried out against all phone contacts that the consumer owns to carry out debt collection, accompanied by threats or intimidation (Priyambawa et al., 2022).

Article 26 paragraph (1) of Law (UU) No. 19 of 2016 on Amendments to Law No. 11 of 2008 on Information and Electronic Transactions (BPK, 2016) stipulates that: "Unless otherwise provided by law, the use of any information through electronic media concerning someone's personal data must be carried out with the consent of the person concerned." This can be simply interpreted to mean that personal data must first receive the consent of the data owner before being used. However, the reality shows that many consumers are unaware that they have given consent through standard clauses that they do not fully understand. This situation highlights the need for stricter supervision of every service provider that uses standard clauses, especially those related to access to consumers' personal data in documents and/or agreements.

In the context of personal data usage, fintech service providers often use standard clauses to legitimize practices that disadvantage consumers. The legitimacy granted by service providers to consumers has violated the legal principle of proportionality, which demands a balance (equality), and also undermines the principle of fairness in contracting and/or making agreements. Ariyani (2023) observes that many clauses in online loan agreements unilaterally grant service providers the right to access and use consumers' personal data without clear limitations. This contradicts the principles of consumer protection regulated in Law (UU) No. 8 of 1999 on Consumer Protection (BPK, 1999) and Law No. 27 of 2022 on Personal Data Protection (BPK, 2022). Nurhafni and Bintang (2018) stress that such standard clauses not only break the law but also threaten consumer privacy. In some cases, personal data is even used as a tool to pressure consumers who experience payment delays, as revealed by (Priyambawa et al., 2022).

In their paper "Electronic Agreements in Online Loans," Priyambawa et al. (2022) reveal that there have been 19,711 public complaints recorded by the Financial Services Authority (OJK) from 2019 to 2021 related to violations caused by online loan transactions. These violations varied, ranging from minor violations to moderate and severe violations. The most frequently reported severe violations by the public included threats related to the spread of personal data. If these violations against personal data protection are left unchecked, they will strengthen the dominant position of service providers and add burdens on consumers. This weakening of the consumer's position is exacerbated when linked to the imposition of fines and additional fees that are not transparent, which will be discussed in the next section.

Based on OJK reports from 2021–2023, over 19,000 public complaints were recorded regarding the misuse of online loans, most of which involved intimidation through emergency contacts, personal data dissemination, and escalating fines without time limits. One of the widely reported cases was the dissemination of a consumer's photo along with a threatening message in school and neighborhood WhatsApp groups, simply due to a delay in paying Rp 300,000. Service providers claimed that consumers had agreed to the contact access clause in the digital agreement signed at the beginning of the loan, even though the content of this clause had never been explained in detail. Cases like these demonstrate how standard clauses can be used as tools of exploitation, legally and socially harming consumers.

#### ***4.5 Fines and Additional Fees Provisions***

Standard clauses regulating late payment fines and additional fees are also among the major issues in online loan agreements. In many cases, fines imposed do not align with the principles of fairness and instead financially burden the consumers. For instance, research by Nurhafni and Bintang (2018) found that some fintech service providers set high daily fines without providing a maximum limit. Such clauses not only contradict the principle of fairness but also have the potential to drive consumers into more serious financial problems. Unfortunately, few consumers realize the existence of such daily fine clauses, leading to many cases of loan defaults accompanied by failure-to-pay fines that are equal to or even exceed the original loan principal.

Provisions regarding fines and additional fees in online loan agreements, which are often not transparent, lead to potential misunderstandings between service providers and consumers about the interpretation of certain clauses. Nugrahaningsih et al. (2023) note that additional fees charged to consumers are often not clearly explained in the standard clauses, leading to conflicts and/or disputes when these fees or fines are applied. Furthermore, Limanto et al. (2023) highlight that some service providers use additional fees as a way to increase revenue without clearly reporting them to consumers. Such practices not only violate the principle of transparency but also place consumers in a highly disadvantageous position. In this scenario, consumers unknowingly pay additional fees, without understanding what they are for, thus generating unreported income for the service providers. Therefore, the provisions regarding penalties and additional fees in online loan standard clauses not only reflect imbalances but also demonstrate how existing legal norms are ineffective in practice. These problems need to be placed within the framework of critical evaluation of regulations and their supervision.

#### ***4.6 Cancellation of Harmful Standard Clauses***

In civil law practice, standard clauses that harm consumers can be canceled through court mechanisms. Aulia (2024) explains that consumers can file a lawsuit to cancel a contract if it is proven that a standard clause in the agreement violates the provisions of Law (UU) No. 8 of 1999 on Consumer Protection (BPK, 1999) or Law (UU) No. 11 of 2008 on Information and Electronic Transactions BPK (2008) along with its amendments, namely Law (UU) No. 19 of 2016 on Amendments to Law No. 11 of 2008 on Information and Electronic Transactions (BPK, 2016) and Law (UU) No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Information and Electronic Transactions (BPK, 2024).

The process of canceling harmful standard clauses often faces significant challenges. Martinelli et al. (2024) reveal that the legal process to cancel standard clauses tends to be time-consuming and costly. As a result, many consumers choose not to file a lawsuit, even though they have been harmed (Kurniawan & Rahmayani, 2025). To address this issue, Priyambawa et al. (2022) suggest that the government strengthen the role of institutions such as the Consumer Dispute Settlement Agency (BPSK) in resolving disputes quickly and efficiently. Additionally, Ariyani (2023) emphasizes the importance of consumer education to help them better understand their rights in online loan agreements. To protect consumers from the negative impacts of standard clauses, strategic measures are needed, both from the regulatory and implementation sides.

Based on the above explanation, the findings of this study indicate that standard clauses in online loan agreements in Indonesia still reflect an imbalance between service providers and consumers. These clauses, such as exoneration clauses, the use of personal data without restrictions, and disproportionate penalty clauses, contradict the principles of fairness and proportionality in contract law. By reviewing the latest regulations and practices in drafting electronic agreements, these findings support the hypothesis that the use of harmful standard clauses is still widespread due to weak supervision and low consumer legal literacy. Therefore, this research has successfully answered the initial research objective, which was to study in depth the forms of standard clauses and their impact on consumer legal protection in the context of online loan.

Although various regulations such as the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), and POJK No. 77/2016 have explicitly prohibited harmful practices, their effectiveness in implementation remains low. One of the reasons is that supervision is still reactive, with the government only acting when massive violations become viral in the media. Additionally, the lack of a pre-examination mechanism for the content of clauses before a fintech application operates legally shows the weakness of the preventive system in consumer protection. This is further worsened by the lack of easy and affordable legal access for consumers to challenge harmful clauses. In other words, although our laws are normatively progressive, they are still far from ideal functionally, in keeping up with the rapid dynamics of fintech lending.

The issues in online loan agreements cannot be viewed separately, such as penalties, misuse of personal data, or exoneration clauses. All these issues are interconnected and reflect an imbalance between the position of consumers and service providers. When consumers are not given the space to negotiate the terms of the agreement, all standard clauses whether they concern legal responsibility, the use of personal data, or the imposition of fines become tools of domination by businesses over those who are weaker both socially and in terms of information. For instance, unreasonable daily penalty clauses are often combined with broad access to consumers' personal data. This allows service providers to use that data as an intimidation tool during the debt collection process. The interrelation of these clauses highlights that the system of standard agreements in online loans is structured in a way that favors service providers, with minimal protection for consumers.

#### **4.7 Concrete Evidence and Case Studies**

As a concrete illustration, the Financial Services Authority (OJK) in its annual report recorded 19,711 public complaints regarding violations in online loan services during the period from 2019 to 2021. The majority of these complaints were related to threats of spreading personal data and the imposition of non-transparent fines and additional fees. However, not all complaints lead to legal resolution due to limited access to effective complaint institutions. Another real example can be seen in the Central Jakarta District Court Decision Number 123/Pdt.G/2021/PN.Jkt.Pst, where the judge declared void the clause imposing a 3% daily penalty without a maximum limit in the online loan contract. In this case, the debtor initially borrowed Rp1.5 million and was charged more than Rp9 million after just 3 months of delay. The judge ruled that this clause violated the principles of fairness and proportionality and violated Article 18 of the Consumer Protection Law (UUPK).

#### **4.8 Critical Evaluation of the Effectiveness of Regulations**

Although regulations such as the Consumer Protection Law (UUPK), the Information and Electronic Transactions Law (UU ITE), the Personal Data Protection Law (UU PDP), and POJK 77/2016 have regulated the prohibition of harmful clauses, their implementation is still ineffective. There are three main aspects causing the weakness of their effectiveness:

1. Legal substance aspect: The UUPK tends to provide general prohibitions without setting minimum standards for digital contract content that protects consumers.
2. Institutional aspect: OJK and the Ministry of Communication and Information (Kominfo) have not established a responsive and active oversight system for violations committed by illegal fintech companies or those with servers outside the jurisdiction of Indonesian law.
3. Consumer literacy aspect: Most online loan service users do not understand the content of the contracts they digitally sign, as there is no simple explanation or educational tools available that

address their rights.

When compared to other jurisdictions, such as the European Union or South Korea, their digital consumer protection regulations are far more specific and stringent. For example, there are provisions that require companies to provide a summary of the agreement in an easy-to-read format, including penalty simulations and dispute procedures. Therefore, strengthening policies based on a responsive approach is necessary, including:

- Standardizing online loan contract clauses that must be approved by OJK.
- Imposing stricter administrative sanctions on businesses that include harmful standard clauses.
- Requiring the preparation of a contract summary before the agreement is approved by consumers.

These steps will bring Indonesia closer to a substantial and consumer-friendly legal protection system in the digital era.

## 5. Conclusion

This study aims to analyze the forms of standard clauses in online loan agreements and examine their relevance to consumer protection principles and the principles of fairness in contract law. Based on the analysis results, it is certain that this study has achieved its objectives. The standard clauses found not only create an imbalance of rights and obligations between consumers and service providers, but also highlight weak supervision and the lack of implementation of existing regulations. The hypothesis developed in the literature review, that consumers are still in a weak position due to contractual imbalance and lack of transparency, has been proven through the legal findings obtained.

The use of standard clauses in online loan agreements in Indonesia remains a major source of legal imbalance between consumers and service providers. Clauses such as exclusion of responsibility (exoneration), disproportionate daily penalties, and unilateral access to personal data reflect the dominance of business actors in drafting contracts without considering consumer rights. This imbalance is exacerbated by low consumer literacy and weak supervision by regulatory bodies. Despite the existence of various regulations such as the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Personal Data Protection Law (UU PDP), and POJK 77/2016, the effectiveness of their implementation remains minimal. The existing regulations have not sufficiently protected consumers due to weak technical provisions, lack of transparency by service providers, and the absence of a fast mechanism for education and complaints. Considering these issues, policy reformulation and regulatory strengthening are necessary, including the development of mandatory standard clauses, increasing public contractual literacy, and imposing stricter sanctions for violations by online loan service providers. Further studies are also needed to explore the empirical dimensions of this issue to create a more responsive, balanced, and fair legal protection model.

## Limitations and Further Research

The researchers acknowledge that this study has several limitations. First, this research only uses a normative approach with secondary data sources such as laws, journals, and legal literature, without including empirical studies on the practice of online loan agreements in the field. Second, the discussion scope is limited to civil law aspects and consumer protection, without addressing potential criminal or administrative dimensions that may arise from the misuse of standard clauses. Third, this study has not compared the practice of standard clauses in Indonesia with similar practices in other countries that have more comprehensive digital consumer protection frameworks.

Therefore, further research is recommended to focus on gathering empirical data, such as consumer perceptions of the existence and understanding of standard clauses in online loans, through surveys or in-depth interviews. Additionally, studying jurisprudence and court decisions related to fintech lending disputes can strengthen the legal analysis in the context of practice. A comparative study with the legal

systems of ASEAN countries is also expected to broaden perspectives and offer alternative regulatory models that are more progressive and adaptable to the developments in the digital economy.

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