

CORRESPONDENCE PROOF

Title : **Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection**
Author : **Abdul Fatakh**
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The proposer submits the article manuscript via email at afatkh@uinssc.ac.id on the JURNAL DAULAT HUKUM (JDH) page. This journal was chosen because it is in accordance with the theme of the article and is in the national category of **GARUDA INDEXED AND SINTA 2**.

TIMELINES


| NO. | STEP | DATE |
|-----|---|------------|
| 1 | Proof of confirmation of article submission and articles that are distributed | 2025-07-15 |
| 2 | Proof of confirmation of Reviewer A's review | 2025-07-16 |
| 3 | Proof of Confirmation of Revision Submission, and Resubmitted Article | 2025-08-13 |
| 4 | Proof of confirmation of Reviewer B's review | 2025-07-16 |
| 5 | Proof of Confirmation of Revision Submission, and Resubmitted Article | 2025-08-13 |
| 6 | Proof of confirmation of Reviewer C's review | 2025-07-16 |
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SUBMIT JOURNAL

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EDIT METADATA

Authors

Name Abdul Fatakh 
URL <https://scholar.google.com/citations?user=B9hatDMAAAAJ&hl=id>
Affiliation Faculty of Syariah, Universitas Islam Negeri Siber Syekh Nurjati Cirebon
Country Indonesia
Bio Statement ACADEMICIAN
Principal contact for editorial correspondence.

Title and Abstract

Title Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection

Abstract *The rapid growth of electronic transactions in the digital era has driven the transformation of conventional contract models into e-contracts based on digital and automated systems. However, this transformation poses serious challenges in terms of legal protection for consumers, particularly regarding refund and warranty clauses, which are often unilaterally drafted by businesses. The main issue addressed in this research is the lack of clarity in the substance of refund and product warranty clauses in electronic contracts, which contradicts the principles of contractual fairness and consumer protection. This study used a normative juridical method with statutory and comparative legal approaches, focusing on international practices, particularly in the European Union. The findings reveal a regulatory gap in Indonesia's positive law, including Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions, and the Indonesian Civil Code. The absence of minimum standards for refund and warranty clauses results in an imbalance of power between businesses and consumers and undermines legal certainty in digital transactions. Therefore, there is a need to harmonize the principle of freedom of contract with consumer protection through the establishment of regulations that govern standard clauses in a transparent, proportional, and fair manner. Such regulation is expected to resolve the dilemma between business efficiency and the fairness of legal protection, and to foster the development of a sustainable digital trade ecosystem.*

Indexing

Keywords Contract; Customer; Electronic; Refund.
Language en

Supporting Agencies

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References

References Journals:
Ardianto, R., Ramdhani, R. F., Dewi, L. O. A., Prabowo, A., Saputri, Y. W., Lestari, A. S., & Hadi, N. (2024). Transformasi digital dan antisipasi perubahan ekonomi global dalam dunia perbankan. *MARAS: Jurnal Penelitian Multidisiplin*, 2(1), 80-88.
Busch, C., Schulte-Nolke, H., Wiewirowska-Domagalska, A., & Zoll, F. (2016). Rise of the Platform Economy: A New Challenge for EU Consumer Law, *The. J. Eur. Consumer & Mkt. L.*, 5, 3.
Fausi, A., & Karim, M. (2025). Hukum Perjanjian Elektronik Dalam E commerce Studi Kasus Shopee di

LOA



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UNIVERSITAS ISLAM SULTAN AGUNG (UNISSULA)

Jl. Raya Kaligawe Km.4 Semarang 50112 Telp.(024) 6583584 (8 Sal) Fax.(024) 6582455
E-mail: jurnafakta@unissula.ac.id web : <https://jurnal.unissula.ac.id/index.php/akta/index>

JURNAL AKTA

Bismillah Membangun Generasi Khaira Ummah

Semarang, July 15th, 2025

LETTER OF ACCEPTANCE (LOA)

No. 04/AKTA/VII/2025

FROM:

JURNAL AKTA SINTA 2

TO:

Abdul Fatakh

(Universitas Islam Negeri Siber Syekh Nurjati Cirebon)

CONGRATULATION!

Title/Article:

"The Urgency of Setting Refund and Warranty Clauses in Electronic Agreements:
Harmonization between Covenant Law and Consumer Protection"

Hereby, we as the **JURNAL AKTA "SINTA 2"** management board convey that the document has undergone the DJS process from submission, review, revision and proof reading for Publishing in **DECEMBER 2025**. Then the editor has agreed by doing the **ACCEPTANCE** and has sent it to the Copy Editing section for the template and galley process. With this letter, the author also agrees to all improvements and changes during the review process according to the rules in this journal.

Therefore, according to our journal management administrative procedures, the author **should give PAYMENT** as publication fee IDR 5.000.000,- and report it to our journal finance officer at M.Kn UNISSULA Semarang.

Bank Syariah Indonesia (BSI) an. Magister Kenotariatan Unissula No. Rek. 9383885575

Send Your Transfer Receipt to: **WA. 081325424803/E-mail: akta@unissula.ac.id**

Thank you for your cooperation.



Assoc. Prof. Dr. Ong Argo Victoria, M.H., M.Kn
NIDK : 8802111019

REVIEW PROCESS

JURNAL AKTA

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Dated 27 December 2021



[HOME](#) [ABOUT](#) [USER HOME](#) [SEARCH](#) [CURRENT](#) [ARCHIVES](#) [ANNOUNCEMENTS](#) [PUBLICATION ETHIC](#)

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#47078 Review

[SUMMARY](#) [REVIEW](#) [EDITING](#) [HISTORY](#) [REFERENCES](#)

Submission

| | |
|----------------|--|
| Authors | Abdul Fatakh  |
| Title | Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection |
| Section | Articles |
| Editor | Ong Victoria  |
| Review Version | 47078-108370-1-RV.DOCX 2025-07-15 Upload a revised Review Version <input type="button" value="Choose File"/> No file chosen <input type="button" value="Upload"/> |
| Supp. files | 47078-108369-1-SP.PDF 2025-07-15 Present file to reviewers <input checked="" type="checkbox"/> <input type="button" value="Record"/> |

Peer Review Round 1

[SELECT REVIEWER](#) [VIEW REGRETS, CANCELS, PREVIOUS ROUNDS](#)

COMMENT ON REVIEWING FORM

REVIEWING FORM

Peer Reviewer

To:

Correspondence Author

• The all article in English Version

| NO. | CHAPTER | CONTENT | REVISION |
|-----|------------------|---|---|
| 1 | Title | It should be taken from research findings, so that it is interesting to read. | The title may not include the name of the research location, it will be stated inside of content. The title is a maximum of 14 words, the title may not contain the name of the place, agency, name of the regulation. All that explanation will be explained inside of the content. Example: The Handling of Credit Problems in Bank Financial Restruction (9 words) |
| 2 | Abstract | Abstract contains little summary sequentially: Aims/purposes, research methods, novelty and conclusions, made between 200-300 words. | Example: This study aims to ____ The research method was used ____ The Novelty in this research is.....Based on the research concluded ____ |
| 3 | Keyword | You can put 3-5 words in keywords Alphabetically use:. | Please make it one by one per word, no sentence or acronym. Example: Act; Legal; Management; Modern. |
| 4 | Introduction | The introduction should consisted the background and problem of the research (GAP). | Make sure you make it around 6-7 paragraphs as match and synchronous with the title and the discussion. |
| 5 | Research Methods | The formulation of the problem in this article is very strictly, so there is no gap between <i>das sein</i> and <i>das sollen</i> , please provide an analysis of certain legal theories depend on your research approach or methods. | The editorial was not in the form of a problem statement but was changed to the research objective, and became the last paragraph of the introduction, without numbering. Editor The formulation of the research objectives was synchronized with the abstract & conclusion. Please make it in one (1) paragraph. And make it in Past Tense |

| | | | |
|---|-------------------------------|---|---|
| | | | Grammar , because already happened. |
| 6 | Result and Discussion | Pay attention to making paragraphs, don't have very long paragraphs and not many numbering. Better you use the picture or graphic or table it make your document more appropriate. Table in 9 size, all scape 1 | If you can avoid the use of many bullet numbering, make possible editorials without bullet numbering, except for lists. For example, in the description of "There are several legislations in detail and divided from several changes from year to year which contain legal rules regarding _____, namely" can be made so that the statement does not need to make bullet numbering. |
| 7 | Conclusion | The section use title "Conclusion not Closing" and summarized into 1 paragraph. | The sharp and to do point conclusion is needed and you can put the suggestion descriptions inside conclusion or combined it in 1 paragraph. |
| 8 | References (APA STYLE) | Starting January 2025 all citations from other sources must be cited in bodynotes , and use references wit APA style. Please, arrange from: Journals: Books: Internet: Regulation: Interview: Etc. | Please add more Journal References min. 15 sources in short of 10 years before. Example: Journal: And for journal (Victoria, et.al., 2020: 397-407). so the reference will be written → Victoria, Ong Argo. Ade Riusma Ariyana, Devina Arifani. 2020. Code of Ethics and Position of Notary in Indonesia. <i>Sultan Agung Notary Law Review</i> , Vol. 2 No. 4: p.397-407, Doi: 10.30659/sanlar.2.4.397-407, http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536 Book:(Mustofa, 2021: 25). so the reference will be written → Mustofa, Muhammad. 2021. <i>Hukum Waris Islam</i> . Bandung: Multimedia Press. Etc. (Follow the TEMPLATE) |

REVIEWING FORM

Peer Reviewer

To:

Co-Author

* The all article in English Version

Please learn this first to step of Journal Review:

1. Introduction

Theoretical Background or Research Objectives in Introduction. This section reveals what background problem, theoretical basis, GAP, as well as the purpose of the research conducted.

2. Research Methods

This section reveals things related to research methods, such as:

- What method was used?
- What or who was the research subject?
- How data collection technique was?
- What data collection tools were used?
- What kind of data analysis was used?--> make it in one (1) paragraph.

3. Results and Discussion

This section reveals the results and the main discussion of the research that has been carried out which must be explained briefly, clearly, and concisely. (TO DO POINT)

Journal Review Writing Format

You can see the format for writing a journal review more or less in the author guideline.

Journal Review Cover Format

In reporting the results of a journal review, you must also use the same front cover as when you make a report, script, or paper.

How to Make a Journal Revision

After understanding the things that must be prepared, the format, and examples, you can immediately start making a journal revision based on the REVIEWER FORM in OJS or E-mail.

The steps are as follows: (Read comment step by step)

1. Read the Introduction

First, read and understand the section preliminary of the journal you want to revise.

In this section, try writing:

- The purpose of the research conducted
- The background or reason why the researcher choose this problem
- Does the research use a new approach/method or does it use an approach/method that has been used by other researchers?
- What problems do researchers want to answer?

You don't have to write this directly into a journal revision format, you can write it down first as notes or just scribble on paper after that make correction in previous document.

2. Read the Result and Discussion Section

Next, read the core discussion of the journal you want to revise.

In this section, try writing:

- What solutions are given by researchers to answer the problems raised?
- How do researchers design experiments to test the system created?
- Was the experiment successful? If not, did the researchers discuss the causes in the journal?
- Where the greatest contribution of the research that has been done?

4. Conclusion

After finishing with the main discussion, continue with reading the results and conclusions of the study.

In this section, try writing:

- Are the conclusions written in accordance with the research objectives?
- Are there still unresolved research problems?
- Do you have any other ideas or ways to solve the research problem?
- Where are the weaknesses of the journals you read?
- Are the references used in the journal up-to-date?

Write into Format

After you've read all the sections and you've written down the important points, it's time to write them down in a journal revision format.

Write one by one starting from the title, the name of the journal, to the results of your revision.

Remember! In writing a revision, always try to write it briefly, clearly, and concisely.

Make Second-and so on Revisions

If you have finished writing the results of the review, do not rush to collect to editor or journal management or publish it.

First, revise the results of the reviews form from the reviewers.

Read and examine each line.

If there is a writing error or there is a sentence that doesn't fit, fix it immediately!

In addition, consider the systematic reporting of journal reviews below.

Journal Review Reporting Systematics

- Use A4 as size paper
- Use a font according to the JOURNAL TEMPLATE FORMAT
- Using 1 space
- Using the left & bottom margin rule: 4 cm, right & top 3 (44-33)
- Use covers and formats as listed in the respective journal guides
- Using standard words and not using abbreviations such as not, they, which, with, etc.
- Italic for different languages, example: *Burgerlijk Wetboek (BW)*

5. References

References in this article use APA (American Psychological Association) REFERENCE STYLE, all references must be in the same format as those at the end of this document and the reference list must include all cited literature. We recommend authors to use a management reference system (Mendeley, Zotero, Endnote, etc.)→ examples:

Journals:

Caroline, C., Sumiati, S., et.al. 2023. Taxation in the Modern Economy: An In-Depth Analysis of Policy Frameworks, Economic Implications, and Strategic Approaches for Sustainable Financial Development. *International Journal of Society Reviews*, Vol, 1 No.2: p.363-374, accessed from https://scholar.google.co.id/scholar?hl=en&as_sdt=0,5&cluster=4174919886406042461

Deen, Thaufiq, Ong Argo Victoria & Sumain. 2018. Public Notary Services in Malaysia. *JURNAL AKTA*, Vol. 5, No. 4: p.1017-1026. Doi: 10.30659/akta.v5i4.4135, accessed from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>

Hajar, Ibnu, & Mubarak Umam Alfi. 2023. Peningkatan Kinerja Sumber Daya Manusia dalam Konteks Dukungan Sosial. in *Jurnal Riset Bisnis Indonesia*, Vol. 20, No. 1: p.56-64 url:

CHECKING MAIN DATA-REVIEW

| | |
|----------------------------------|--|
| Summary/Affiliates/E-mail | Write down your name, institution of origin and E-mail Example: Ong Argo Victoria ADA Chicago United States & International Islamic University Malaysia, E-mail: argovictoriaupin@gmail.com |
| Date | Date the job was done |
| Topic | The journal topic you choose |

| | |
|------------------------|--|
| Writer | Journal author (all names are written without titles or degrees) |
| Year | Clear (Follow Journal Management) |
| Title | clear |
| Journal | clear |
| Vol. & Page | clear |

| | |
|---------------------------------|---|
| Theoretical basis | Explain the theoretical basis of the research that you briefly summarized. Usually, the theory used is at the beginning of the journal. If the researcher explicitly states the name of the theory used, write it down in this section. Do not forget to write down the purpose of the research |
| Research Method | Describe the research method used Explain how many subjects, how to take the subject and its characteristics |
| Description | Describe the treatment or checking carried out the manipulation by the researcher (if any) |
| Instrument | Describe the measuring instrument of each variable |
| Results and Discussion | Describe the results obtained from your study. Write down research weaknesses and suggestions combination for further research (written in Conclusion in one (1) paragraph) |
| Strengths and Weaknesses | Strengths and weaknesses regarding research (if any) |
| Conclusion | Give firm and clear conclusions in one (1) paragraph |
| References | Multiply Journal references both nationally and internationally min. 15 and main books, internet, regulation, interview, etc. as well as other documents related to your research. Follow TEMPLATE |

JOURNAL REVIEWS FOR METHODS

| | |
|----------------------------|---|
| Title | Please make it as interesting as possible, so that the reader is immediately interested in reading the contents of the document onwards (1-14 words)-up to date |
| Journal | Customize with existing New JOURNAL TEMPLATE (ask journal team/management) |
| Volumes & Pages | Will be adjusted by the Journal Team |
| Year | Will be adjusted by the Journal Team |
| Writer | Blind Review, so it does not display the author's name |
| Reviewer | Blind Review, so it doesn't display the Reviewer's name |
| Date | According to the date chosen by the Editor and the review time interval (1-3 Month) after Editor Chosen. |

| | |
|---|--|
| Research Purposes | The aims/purposes the main objective of this research is to obtain/analyze/find out/tested |
| Research Subject | The subject of this research is |
| Research Methods | The method used in this study was themethod. With primary data sources.....and/or secondary data..... |
| Operational Definition of Dependent Variable | The dependent variable in this study is |
| Ways & Tools to Measure Dependent Variables (which are influenced) | The methods and tools used to measure the dependent variable are: |
| Operational Definition of Independent Variable (influencer) | The independent variable in this study is the person centered approach..... |
| Research Result | Overall, the results of this study are.....(only 1 paragraph and get straight to the point, don't repeat existing sentences) |
| Research Power | The strength of this research is the tools used in the research are(if any) |
| Research Weaknesses | Weaknesses of this research are(if any) |

PEER REVIEW ASSESSMENT RESULTS

Scientific Journal Title (Article) : In accordance with the documents that have been sent by the Editor and received by the Peer Reviewer
 (Based on Original Article)

Scientific Journal Writer : The Secret (Blind Review)

Proposer Status : Independent Author / First Author / Second Author / Correspondence Author (only written in original documents)

Scientific Journal Identity:

- a. Journal Name : Editor and managerial duties of the journal concerned
- b. ISSN /E-ISSN number : same
- c. Volume/number, month, year: same
- d. Publisher : UNISSULA
- e. DOI of the article (if any): Appears when the journal has been Published
- f. Journal Web Address : UNISSULA
- g. Indexed in Google ~~Scolars~~, DOAJ, Scopus, Scimagojr/Thomson Reuter ISI knowledge, etc. (based on the quality of Journals in Faculty of Law UNISSULA)

Category of Scientific Work Publication : International Scientific Journal / Internationally Reputation

(give Red Color to the right category) : Accredited National Scientific Journal
 : National Not Accredited (ISSN)

Peer Review Rating Results:

| Component Assessed | Maximum Value of Scientific Journals | | | Final score Which Obtained |
|---|--|---|--|----------------------------|
| | International <input type="checkbox"/> | Accredited National <input checked="" type="checkbox"/> | National Not Accredited <input type="checkbox"/> | |
| a. Completeness of the contents of the article (10%) | | 7% | | |
| b. Scope and depth of discussion (30%) | | 20% | | |
| c. Adequacy and up-to-date data/information and methodology (30%) | | 26% | | |
| d. Completeness of elements and quality of journal publications (30%) | | 25% | | |
| Total = (100%) | | 78% | | 78% |
| Proposer Value (FINAL)= | | | | 80% |

Peer Reviewer Comments

- a. Completeness and suitability of elements:
 - > Corresponds between Title and Content
 - > Just a little improvement in Abstract
- b. Scope & depth of discussion:
 - > In accordance with the Scope of Law and Journal Scope
 - > Still can be improved, especially the analysis
- c. Adequacy and up-to-date data/information and methodology:
 - > Research sophistication is sufficient
 - > The research method has been adjusted and assisted by peer reviews with minor corrections
- d. Completeness of elements and quality of journal publications:
 - > Already well
 - > Variative
- e. Plagiarism Indications:
 - > Pass
 - > Turnitin

Semarang,
 Reviewer,

(BLIND REVIEWS)

Work unit : Editor
 Last Position : Doctor

REVISION

Here is the table with the 5 general components for journal revision instructions by color, please follow the instruction carefully:

| No. | General Revision Component | Brief Description | Example of Revision Action |
|-----|-----------------------------------|--|--|
| 1. | Title | "The title should reflect the research content and provide a comprehensive overview of the research gap, the proposed solution, and the key findings." | A comprehensive journal title is essential because it must function as an immediate summary and a compelling pitch for the research. It should clearly define the research gap (the problem being solved) to establish relevance, highlight the solution or methodology used to address that gap, and strongly hint at the most significant finding or contribution, thereby maximizing reader interest and signaling the paper's importance to the field. |
| 2. | Structure and Organization | Relates to the overall flow, logical structure, consistency of sections (Abstract, Introduction, Methods, Results, Discussion, Conclusion), and adherence to the journal's template/format. | * Ensure abstract length/format is compliant. * Reorganize sub-sections for a more logical narrative flow. * Confirm all main sections are present and complete. |
| 3. | Methods and Data Analysis | Covers the clarity of the research design, justification of methods, procedure details, instrument validity and reliability, and the appropriateness of the data analysis techniques and interpretation. | * Add detail regarding the sample and sampling technique. * Clarify the statistical analysis tools used. * Include a justification for why the specific method was chosen. |

| | | | |
|----|---|---|---|
| 4. | Argument Strength and Findings | Focuses on the significance of the findings, the depth of the discussion, the linkage between results and existing theory/literature, and the clarity of the research contribution. | * Strengthen the discussion by linking findings to the latest literature. * Clarify the theoretical or practical implications of the results. * Ensure the conclusion directly addresses the research objectives. |
| 5. | Literature Review and References | Concerns the relevance, currency, and quality of the sources cited. Also ensures all in-text citations match the reference list (and vice versa), and that the reference formatting is correct. | * Replace some older references with more current ones (last 5–10 years). * Correct the formatting of the reference list according to the journal's citation style (e.g., APA, Harvard). * Ensure no in-text citation is missing from the reference list. |
| 6. | Language and Style | Emphasizes clarity, grammatical accuracy, word choice, spelling, and the proper formatting of tables and figures. | * Conduct thorough proofreading for grammar and spelling corrections. * Revise table and figure captions/titles to be self-explanatory and informative. * Maintain consistency of technical terms used throughout. |

The Urgency of Setting Refund and Warranty Clauses in Electronic Agreements: Harmonization between Covenant Law and Consumer Protection

Abstract. *The rapid growth of electronic transactions in the digital era has driven the transformation of conventional contract models into e-contracts based on digital and automated systems. However, this transformation poses serious challenges in terms of legal protection for consumers, particularly regarding refund and warranty clauses, which are often unilaterally drafted by businesses. The main issue addressed in this research is the lack of clarity in the substance of refund and product warranty clauses in electronic contracts, which contradicts the principles of contractual fairness and consumer protection. This study employs a normative juridical method, using statutory and comparative legal approaches with a focus on international practices, particularly in the European Union. The findings reveal a regulatory gap in Indonesia's positive law, including Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information*

and Transactions, and the Indonesian Civil Code. The absence of minimum standards for refund and warranty clauses results in an imbalance of power between businesses and consumers and undermines legal certainty in digital transactions. Therefore, there is a need to harmonize the principle of freedom of contract with consumer protection through the establishment of regulations that govern standard clauses in a transparent, proportional, and fair manner. Such regulation is expected to resolve the dilemma between business efficiency and the fairness of legal protection, and to foster the development of a sustainable digital trade ecosystem.

Keywords: *Electronic Contract; Refund; Warranty; Consumer Protection; Standard Clauses; Legal Harmonization.*

1. Introduction

The development of information technology has had a significant impact on the pattern of economic transactions in the global community, including in Indonesia (Ardianto et al., 2024; Khairi et al., 2025). One of the most striking forms of transformation is the growth of electronic commerce (e-commerce), which allows transactions to take place without the limits of time and space (Yulia, 2024). Through digital media, consumers can easily access various products and services only through electronic devices. However, this progress also brings its own legal challenges, especially regarding legal certainty and protection of the parties involved in the transaction, especially consumers as parties who are juridically considered to be in a weak position (Izazi et al., 2024; Yulianingsih & Putra, 2024). In this context, the regulation of consumer rights to refunds and warranties (guarantees against product defects or service incompatibility) is an important aspect that has not been fully accommodated in the Indonesian legal system.

One of the main issues that arises is the lack of clarity of refund and warranty clauses in electronic contracts (e-contracts) (Gbegbaje, 2023). In many practices, business actors draft these clauses unilaterally and often in the form of standard form contracts that do not provide negotiation space for consumers (Harahap & Chrisanta, 2023). These clauses are often drafted in language that is non-transparent, ambiguous, and makes it difficult for consumers to understand their rights and obligations. In conventional contract law, this contradicts the principles of consensualism and good faith (*goede trouw*), which are fundamental principles in contract formation as stipulated in Articles 1320 and 1338 of the Indonesian Civil Code (KUH Perdata).

In the context of Dutch law, which has significantly influenced Indonesia's civil law system, the principle of *redelijkheid en billijkheid* (reasonableness and fairness) serves as the basis for assessing contractual balance. When there is an imbalance or a clause that disadvantages one party particularly the consumer a judge may declare the clause invalid. However, in the practice of e-commerce in Indonesia, such protection has not been effectively implemented. Consumers often remain unaware of or unable to assert their rights due to the lack of legal clarity regarding

standard refund and warranty clauses. This issue is further exacerbated by weak oversight from authorities over the rapidly growing digital business practices.

Consumer protection is actually regulated under Law Number 8 of 1999 concerning Consumer Protection (UUPK), which states that consumers have the right to comfort, security, and safety in the consumption of goods and/or services (Muhemin et al., 2025; Prayuti et al., 2025; Rifki, 2024; Siregar, 2024). This includes the right to correct, clear, and honest information about the condition and guarantee of goods/services (Retor, 2019). However, the Consumer Protection Law (UUPK) does not explicitly regulate how refund and warranty clauses should be formulated in the context of electronic contracts. Meanwhile, Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE), along with its amendment through Law Number 19 of 2016, although addressing the validity of electronic contracts, also falls short in providing detailed guidance on contractual substance such as refunds and warranties.

The unequal position between businesses and consumers in e-contracts is a serious concern in modern legal literature. In many cases, businesses, especially large digital platforms, have dominant power in determining the terms and conditions of the contract. This results in consumers only being able to agree or reject the entire contract without having the bargaining power to negotiate the contents of the clauses (Karar et al., 2025). In contract law theory, such a condition is referred to as an adhesion contract, which is fundamentally contrary to the principle of balance in contractual relationships. When this imbalance is not addressed, it leads to a violation of the principle of *pacta sunt servanda* (agreements must be kept), as the contract is formed without mutual good faith and fairness.

An example of a case illustrating this issue is a dispute between a consumer and a major e-commerce platform in Indonesia, where the consumer purchased a damaged electronic item but faced difficulties in filing a warranty claim or requesting a refund due to complicated procedures and warranty clauses that were inadequately explained in the product description (Rohayati et al., 2025; Sinaga & Silubun, 2024; Zaprullah & Fuad, 2024). A similar case has also occurred on an international scale, such as in a lawsuit against Amazon in Europe, where consumers challenged the differing refund policies among European Union member states, leading to debates over the harmonization of consumer protection across jurisdictions (Busch et al., 2016; Fletcher et al., 2023; Townley et al., 2017).

The lack of clarity in refund and warranty clauses also threatens legal certainty in digital transactions. Consumers often face difficulties in resolving disputes because the contracts do not include clear mechanisms for resolution—such as procedures for returning goods, deadlines, and the limits of the business operator's liability. In this context, the Electronic Information and Transactions Law (ITE Law) does recognize the validity of electronic contracts; however, its implementation in practice often relies on the policies of individual platforms rather than on firm national legal standards. As a result, consumers become vulnerable to violations of their rights.

Therefore, efforts are needed to harmonize contract law and consumer protection law within the context of electronic agreements. The purpose of this harmonization is to ensure a balanced distribution of rights and obligations between the parties and to foster public trust in the digital ecosystem. In the long term, this harmonization will also contribute to the development of a legal system that is adaptive to technological advances while remaining grounded in the principles of justice and legal certainty. As such, refund and warranty clauses should not merely be seen as a moral responsibility of businesses but as a legal obligation that must be enforced by the state.

This research addresses two main questions:

1. Why should refund and warranty clauses be more explicitly regulated in electronic contracts?
2. How can harmonization be achieved between contract law and consumer protection law in relation to these clauses?

2. Research Methods

The research method used in this writing is the normative-juridical method with a statutory approach and comparative law (Suteki, 2018). This type of research falls under the category of doctrinal legal research, which relies on literature studies of both primary and secondary legal materials. The approach used is the statute approach, which involves examining relevant laws and regulations such as the Indonesian Civil Code (KUH Perdata), Law Number 8 of 1999 on Consumer Protection, and Law Number 11 of 2008 on Electronic Information and Transactions along with its amendments. In addition, a comparative approach is employed by analyzing the regulation of refund and warranty clauses in electronic contracts within the legal systems of the Netherlands and several European Union countries, in order to obtain a comprehensive understanding of international practices and consumer protection frameworks. The research is descriptive-analytical in nature, aiming to describe and analyze the urgency of regulating refund and warranty clauses in electronic contracts, as well as how harmonization between contract law and consumer protection law can be achieved. Data collection is conducted through literature review of various legal documents, court decisions, academic journals, and other official sources. The collected data is then analyzed qualitatively, focusing on normative interpretation of applicable legal provisions and their relevance to current legal practices.

3. Results and Discussion

3.1. Refund and Warranty Clause Issues in Electronic Agreements

The main problem in the current practice of electronic transactions in Indonesia lies in the vagueness and imbalance of refund and warranty clauses in e-contracts. Many digital platforms such as Shopee, Tokopedia, and Lazada apply the terms and conditions of refunds and product warranties through Terms and Conditions that are formulated unilaterally by business actors,

without the participation or explicit consent of consumers (Fausi & Karim, 2025; Hayati & Ginting, 2021; Priowirjanto et al., 2022). For instance, Shopee requires that refund requests be submitted within a specific time frame after the product is received, and only for certain product categories. This policy is not always openly displayed on the transaction page but is instead hidden in a separate link that consumers often do not read. This clearly contradicts the principle of transparency in consumer protection law and undermines the principle of contractual fairness, which in classical contract law is based on the principles of freedom of contract (*contractvrijheid*) and good faith (*goede trouw*) (Martin, 2023). In this context, freedom of contract should not be interpreted as absolute, especially in standard form contracts where the consumer is the weaker party and requires protection, as emphasized by the theory of limitations on freedom of contract that has developed in modern civil law (Wilson, 1965).

This imbalance is further exacerbated by the absence of specific technical regulations in Indonesia's positive law regarding the substantive content of refund and warranty clauses in electronic contracts. Although, in general, consumer rights are regulated under Law Number 8 of 1999 on Consumer Protection (UUPK), and the validity of electronic contracts is recognized by Law Number 11 of 2008 on Electronic Information and Transactions (ITE Law), along with its amendment through Law Number 19 of 2016, neither of these regulations provides detailed minimum standards for the content of refund or warranty clauses in digital transactions. Even the Indonesian Civil Code (KUH Perdata), which serves as the legal foundation for contracts, remains overly general and unresponsive to the dynamics of digitalization. This stands in stark contrast to the European Union's Consumer Rights Directive 2011/83/EU, which explicitly mandates an unconditional right of return within 14 days from the date the consumer receives the goods (Kriswandaru, 2023). Thus, regulations in Indonesia remain normatively and substantively lagging behind the consumer protection standards of other jurisdictions.

Table 1. Comparison of Refund and Warranty Clause Regulations in Relevant Legal Instruments

| Regulation | Refund Clause | Warranty Clause | Regulatory Weaknesses |
|--|---|---|--|
| Law No. 8 of 1999 (UUPK) | Generally regulated under Articles 4 and 7 | No technical provisions | Does not specify detailed refund procedures or time limits |
| Law No. 11/2008 & Law No. 19/2016 | Only affirms the validity of electronic contracts | Not explicitly regulated | Does not mandate the inclusion of refund/warranty clauses in digital contracts |
| Indonesian Civil Code (KUH Perdata) | Freedom of contract (Article 1320) | Implied through the principle of good faith | Not relevant to digital transactions and standard form contracts |
| EU Directive 2011/83/EU | Unconditional return within 14 days | Mandatory product warranty information | Provides a minimum level of protection mandatory across all EU member states |

The absence of a legal mechanism that compels businesses to draft fair refund and warranty clauses has led to practices that tend to be exploitative toward consumers. In many cases, business operators or platform providers establish internal policies that are difficult to understand or even burdensome for consumers. One example can be found on Tokopedia, where several consumers were unable to request a refund for damaged products due to the lack of unboxing video evidence (Winarsih & Oktaviarni, 2021). Such clauses place an undue burden on consumers and unfairly shift the burden of proof, which, in theory, contradicts the principle of proportionality in business operators' liability as developed in consumer protection theory by Stephen Weatherill in the context of European Union law (Howells & Weatherill, 2017). Under Indonesian law, the right to information and compensation is also guaranteed in Articles 4 and 7 of the Consumer Protection Law (UUPK). However, in practice, its implementation has not yet been standardized in electronic transactions.

In addition, the direct implication of the ambiguity of these clauses is the weakening of legal certainty for both consumers and business operators. When consumers lack a clear legal basis to claim their right to a refund or warranty, dispute resolution becomes difficult, whether through litigation or non-litigation channels. On the other hand, law enforcement authorities also lack objective parameters to assess the validity or fairness of clauses embedded within the automated systems of e-commerce platforms. This situation threatens the sustainability of the digital trade system, as it may erode public trust in the safety and fairness of online transactions.

This condition creates a dilemma between business efficiency and the fairness of legal protection. Business operators are concerned that overly strict refund and warranty policies may be abused by consumers, while consumers worry that weak legal regulation will continue to perpetuate practices that disadvantage them. In classical contract law, this dilemma relates to the concept of *equilibrium contractus* (contractual balance), which demands a balance between economic interests and legal protection. Therefore, the state must act as a mediator by setting minimum protection standards, including time limits for refund claims, proportional requirements, and simple, affordable dispute resolution mechanisms.

In relation to modern contract theory, the approach used must reflect the concept of *reasonable expectations of the parties*, namely the reasonable expectations of consumers regarding the products and services they purchase. This concept was developed by Grant Gilmore, who emphasized that a contract is not merely a formal agreement, but must also reflect the expectations and interests of both parties (Gilmore, 1964). In the context of e-commerce, consumers' expectations regarding clear refund and warranty terms have become an inherent part of the transaction and must be fulfilled fairly and transparently by business operators. If this issue is not promptly addressed through binding technical regulations, the imbalance in electronic contract practices will persist and negatively impact the development of the national digital economy.

Legal clarity in refund and warranty clauses not only protects consumers but also provides legitimacy and legal certainty for good-faith business operators. Therefore, harmonization between contract law, consumer protection, and digital transaction practices must be pursued

through regulatory revisions and the establishment of standardized clause guidelines by the government, particularly the Ministry of Trade and the National Consumer Protection Agency (BPKN).

3.2. Harmonization of Agreement Law and Consumer Protection

The development of digital technology and electronic trading systems (e-commerce) has encouraged the birth of various forms of electronic contracts that require adjustments to the principles of classical civil law (Putri & Satriawan, 2024; Rukmana et al., 2021; Santoso, 2019; Sari, 2022; Setiani & Taufiq, 2018). On the one hand, agreement law in Indonesia adheres to the principle of freedom of contract as stipulated in Article 1338 of the Civil Code, which provides flexibility for parties to make agreements according to their will (Jatmiko, 2025; Wardhana et al., 2025). On the other hand, in the context of the legal relationship between business operators and consumers, this principle is often exploited by businesses to draft standard form contracts that leave no room for consumer participation. This practice contradicts the principle of consumer protection, which requires a balanced legal position to ensure that consumers are not disadvantaged due to information asymmetry and unequal bargaining power. Therefore, there is an urgent need to harmonize contract law and consumer protection law in order to create a legal system that is adaptive, fair, and responsive to contemporary needs.

Legal harmonization in this context does not merely mean merging two legal regimes, but rather uniting two fundamental values: *autonomie de la volonté* (freedom of will) in contract law and *consumentenbescherming* (consumer protection) in consumer law. This theory aligns with the views of René David, a prominent comparative law scholar, who asserted that modern law must reconcile private norms with public interests in order to avoid structural imbalances. In the Indonesian context, contractual imbalance in electronic transactions has become a major concern, as consumers are often faced with one-sided clauses that are detrimental such as limitations on refund rights or the absence of clear warranty guarantees.

A concrete example of the abuse of dominant position by business actors can be found in e-commerce practices in Indonesia, such as on platforms like Shopee and Lazada, where most terms and conditions of purchase are unilaterally determined by the business operators or merchants. Clauses such as "purchased products cannot be returned unless there is a manufacturing defect" are often not further explained particularly regarding who determines the defect and what the return mechanism entails. In this case, there is a violation of the principle of *equality before the law*, as consumers are neither given the opportunity to negotiate nor to fully understand the contractual details. This highlights the growing need for the principle of *fairness* in the formation and execution of electronic contracts.

The core principles that must serve as the foundation for legal harmonization are transparency, proportionality, and contractual fairness. Transparency refers to the obligation of business actors to provide information that is clear, honest, and easily understood by consumers. This aligns with Article 4(c) of Law No. 8 of 1999 on Consumer Protection (UUPK), which states that consumers

have the right to correct, clear, and honest information regarding the condition and warranty of goods and/or services (Mohd Yusuf Daeng, Siti Yulia Makkinnawa, 2022; Yessy Kusumadewi, 2022). Proportionality means that rights and obligations in a contract must be distributed fairly in accordance with each party's contribution and the risks involved. Contractual fairness refers to the requirement that a contract must not be one-sided or favor only one party. This concept is supported by the theory of commutative justice introduced by Aristotle and further developed by John Rawls in his theory of justice as fairness.

In the practice of legal harmonization in developed countries, minimum standards for refund and warranty clauses have been implemented and are required to be included in every consumer contract. For example, in the legal system of the European Union, the EU Consumer Rights Directive 2011/83/EU obligates businesses to provide the right to return goods within 14 days without any conditions. This regulation also requires that information about such rights be stated explicitly and made easily accessible to consumers. In the Indonesian context, similar provisions do not yet exist in the form of laws or technical regulations, thus creating a need for policies that can normatively and practically fill this legal gap.

The author's main recommendation for harmonizing the law is the establishment of stricter regulation of standard clauses in legislation, particularly for electronic transactions. Currently, Article 18(1) of the Consumer Protection Law prohibits the inclusion of standard clauses that unilaterally shift responsibility to businesses, but it does not clearly specify which clauses should be prohibited or required. Therefore, implementing regulations or derivative rules are needed to govern the substance of standard clauses in electronic contracts, including the right to a refund, product warranty, and dispute resolution procedures.

The author proposes the establishment of an electronic contract oversight body under the coordination of the National Consumer Protection Agency (BPKN) or the Ministry of Trade, functioning as a regulatory watchdog. This body would be responsible for reviewing and approving model standard clauses used by digital platforms, as well as providing guidelines for drafting fair and transparent electronic contracts. Such functions have already been adopted in countries like Germany and the Netherlands, where consumer protection agencies have the authority to reprimand or even sanction businesses that violate established clause standards.

Another proposed idea is the implementation of national standard form contracts for electronic transactions, containing mandatory clauses that cannot be deleted or modified by businesses. This model can be developed through collaboration between academics, government, and industry players using participatory mechanisms, thereby reflecting the needs and interests of all parties. These standard contracts would ensure that consumers' rights to refunds and warranties are legally protected and not dependent on unilateral policies set by businesses.

From a civil law perspective, this approach does not conflict with the principle of freedom of contract, because in modern legal practice, contractual freedom is not absolute. According to Friedrich Kessler, freedom of contract in modern society must be limited by legal intervention to

ensure social justice. Restrictions on exploitative clauses are not limitations on freedom but rather a safeguard for the integrity of legal relationships. Thus, the application of standard contracts is not a form of restriction on business actors' freedom, but a mechanism to guarantee transparency and legal certainty for all parties.

With proper harmonization between contract law and consumer protection law, a fairer and more conducive legal environment can be created for the growth of the digital economy in Indonesia. Consumers will feel safer and more protected when making online transactions, while businesses will gain legal clarity that supports their reputation and business sustainability. Therefore, the government must urgently formulate concrete and collaborative policies that are not only responsive to current issues but also capable of addressing the legal challenges of the digital future.

4. Conclusion

The harmonization between contract law and consumer protection in electronic transactions is an urgent necessity to address the legal imbalance between business actors and consumers, particularly in refund and warranty clauses. The principle of freedom of contract, as stipulated in Article 1338 of the Indonesian Civil Code (KUH Perdata), must be balanced with consumer protection principles outlined in Articles 4 and 18 of Law No. 8 of 1999 on Consumer Protection, to prevent its misuse by businesses in unilateral standard form contracts. The principles of transparency, proportionality, and contractual fairness are essential foundations for drafting fair clauses that do not burden consumers. Referring to international practices such as the EU Consumer Rights Directive 2011/83/EU, Indonesia should adopt a regulatory model that mandates minimum standards for refund and warranty clauses, accompanied by oversight from consumer protection authorities such as the National Consumer Protection Agency (BPKN). Legal scholars like Friedrich Kessler emphasize that freedom of contract in the modern era is not absolute, but must be limited to prevent the exploitation of weaker parties in this case, consumers. Thus, this harmonization is not only a normative solution but also a foundation for legal certainty and justice within the digital economic ecosystem.

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Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection

Abdul Fatakh

Faculty of Syariah, Universitas Islam Negeri Siber Syekh Nurjati Cirebon, Indonesia, E-mail: afatkh@uinssc.ac.id

Abstract. *The rapid growth of electronic transactions in the digital era has driven the transformation of conventional contract models into e-contracts based on digital and automated systems. However, this transformation poses serious challenges in terms of legal protection for consumers, particularly regarding refund and warranty clauses, which are often unilaterally drafted by businesses. The main issue addressed in this research is the lack of clarity in the substance of refund and product warranty clauses in electronic contracts, which contradicts the principles of contractual fairness and consumer protection. This study used a normative juridical method with statutory and comparative legal approaches, focusing on international practices, particularly in the European Union. The findings reveal a regulatory gap in Indonesia's positive law, including Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions, and the Indonesian Civil Code. The absence of minimum standards for refund and warranty clauses results in an imbalance of power between businesses and consumers and undermines legal certainty in digital transactions. Therefore, there is a need to harmonize the principle of freedom of contract with consumer protection through the establishment of regulations that govern standard clauses in a transparent, proportional, and fair manner. Such regulation is expected to resolve the dilemma between business efficiency and the fairness of legal protection, and to foster the development of a sustainable digital trade ecosystem.*

Keywords: *Contract; Customer; Electronic; Refund.*

1. Introduction

The development of information technology has had a significant impact on the pattern of economic transactions in the global community, including in Indonesia (Ardianto et al., 2024; Khairi et al., 2025). One of the most striking forms of transformation is the growth of electronic commerce (e-commerce), which allows transactions to take place without the limits of time and space (Yulia, 2024). Through digital media, consumers can easily access various products and services only through electronic devices. However, this progress also brings its own legal

challenges, especially regarding legal certainty and protection of the parties involved in the transaction, especially consumers as parties who are juridically considered to be in a weak position (Izazi et al., 2024; Yulianingsih & Putra, 2024). In this context, the regulation of consumer rights to refunds and warranties (guarantees against product defects or service incompatibility) is an important aspect that has not been fully accommodated in the Indonesian legal system.

One of the main issues that arises is the lack of clarity of refund and warranty clauses in electronic contracts (e-contracts) (Gbegbaje, 2023). In many practices, business actors draft these clauses unilaterally and often in the form of standard form contracts that do not provide negotiation space for consumers (Harahap & Chrisanta, 2023). These clauses are often drafted in language that is non-transparent, ambiguous, and makes it difficult for consumers to understand their rights and obligations. In conventional contract law, this contradicts the principles of consensualism and good faith (*goede trouw*), which are fundamental principles in contract formation as stipulated in Articles 1320 and 1338 of the Indonesian Civil Code (KUH Perdata).

In the context of Dutch law, which has significantly influenced Indonesia's civil law system, the principle of *redelijkheid en billijkheid* (reasonableness and fairness) serves as the basis for assessing contractual balance. When there is an imbalance or a clause that disadvantages one party particularly the consumer a judge may declare the clause invalid. However, in the practice of e-commerce in Indonesia, such protection has not been effectively implemented. Consumers often remain unaware of or unable to assert their rights due to the lack of legal clarity regarding standard refund and warranty clauses. This issue is further exacerbated by weak oversight from authorities over the rapidly growing digital business practices.

Consumer protection is actually regulated under Law No. 8 of 1999 concerning Consumer Protection (UUPK), which states that consumers have the right to comfort, security, and safety in the consumption of goods and/or services (Muhemin et al., 2025; Prayuti et al., 2025; Rifki, 2024; Siregar, 2024). This includes the right to correct, clear, and honest information about the condition and guarantee of goods/services (Retor, 2019). However, the Consumer Protection Law (UUPK) does not explicitly regulate how refund and warranty clauses should be formulated in the context of electronic contracts. Meanwhile, Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE), along with its amendment through Law No. 19 of 2016, although addressing the validity of electronic contracts, also falls short in providing detailed guidance on contractual substance such as refunds and warranties.

The unequal position between businesses and consumers in e-contracts is a serious concern in modern legal literature. In many cases, businesses, especially large digital platforms, have dominant power in determining the terms and conditions of the contract. This results in consumers only being able to agree or reject the entire contract without having the bargaining power to negotiate the contents of the clauses (Karar et al., 2025). In contract law theory, such a condition is referred to as an adhesion contract, which is fundamentally contrary to the principle of balance in contractual relationships. When this imbalance is not addressed, it leads to a

violation of the principle of *pacta sunt servanda* (agreements must be kept), as the contract is formed without mutual good faith and fairness.

An example of a case illustrating this issue is a dispute between a consumer and a major e-commerce platform in Indonesia, where the consumer purchased a damaged electronic item but faced difficulties in filing a warranty claim or requesting a refund due to complicated procedures and warranty clauses that were inadequately explained in the product description (Rohayati et al., 2025; Sinaga & Silubun, 2024; Zaprullah & Fuad, 2024). A similar case has also occurred on an international scale, such as in a lawsuit against Amazon in Europe, where consumers challenged the differing refund policies among European Union member states, leading to debates over the harmonization of consumer protection across jurisdictions (Busch et al., 2016; Fletcher et al., 2023; Townley et al., 2017).

The lack of clarity in refund and warranty clauses also threatens legal certainty in digital transactions. Consumers often face difficulties in resolving disputes because the contracts do not include clear mechanisms for resolution—such as procedures for returning goods, deadlines, and the limits of the business operator's liability. In this context, the Electronic Information and Transactions Law (ITE Law) does recognize the validity of electronic contracts; however, its implementation in practice often relies on the policies of individual platforms rather than on firm national legal standards. As a result, consumers become vulnerable to violations of their rights.

Therefore, efforts are needed to harmonize contract law and consumer protection law within the context of electronic agreements. The purpose of this harmonization is to ensure a balanced distribution of rights and obligations between the parties and to foster public trust in the digital ecosystem. In the long term, this harmonization will also contribute to the development of a legal system that is adaptive to technological advances while remaining grounded in the principles of justice and legal certainty. As such, refund and warranty clauses should not merely be seen as a moral responsibility of businesses but as a legal obligation that must be enforced by the state.

2. RESEARCH METHODS

The research method used in this writing is the normative-judicial method with a statutory approach and comparative law (Suteki, 2018). This type of research falls under the category of doctrinal legal research, which relies on literature studies of both primary and secondary legal materials. The approach used is the statute approach, which involves examining relevant laws and regulations such as the Indonesian Civil Code (KUH Perdata), Law No. 8 of 1999 on Consumer Protection, and Law No. 11 of 2008 on Electronic Information and Transactions along with its amendments. In addition, a comparative approach is employed by analyzing the regulation of refund and warranty clauses in electronic contracts within the legal systems of the Netherlands and several European Union countries, in order to obtain a comprehensive understanding of international practices and consumer protection frameworks. The research is descriptive-analytical in nature, aiming to describe and analyze the urgency of regulating refund and warranty clauses in electronic contracts, as well as how harmonization between contract law and consumer protection law can be achieved. Data collection is conducted through literature review of various legal documents, court decisions, academic journals, and other official sources. The collected data is then analyzed qualitatively, focusing on normative interpretation of applicable legal provisions and their relevance to current legal practices.

3. RESULTS AND DISCUSSION

3.1. Refund and Warranty Clause Issues in Electronic Agreements

The main problem in the current practice of electronic transactions in Indonesia lies in the vagueness and imbalance of refund and warranty clauses in e-contracts. Many digital platforms such as Shopee, Tokopedia, and Lazada apply the terms and conditions of refunds and product warranties through Terms and Conditions that are formulated unilaterally by business actors, without the participation or explicit consent of consumers (Fausi & Karim, 2025; Hayati & Ginting, 2021; Priowirjanto et al., 2022). For instance, Shopee requires that refund requests be submitted within a specific time frame after the product is received, and only for certain product categories. This policy is not always openly displayed on the transaction page but is instead hidden in a separate link that consumers often do not read. This clearly contradicts the principle of transparency in consumer protection law and undermines the principle of contractual fairness, which in classical contract law is based on the principles of freedom of contract (*contractvrijheid*) and good faith (*goede trouw*) (Martin, 2023). In this context, freedom of contract should not be interpreted as absolute, especially in standard form contracts where the consumer is the weaker party and requires protection, as emphasized by the theory of limitations on freedom of contract that has developed in modern civil law (Wilson, 1965).

This imbalance is further exacerbated by the absence of specific technical regulations in Indonesia's positive law regarding the substantive content of refund and warranty clauses in electronic contracts. Although, in general, consumer rights are regulated under Law No. 8 of 1999 on Consumer Protection (UUPK), and the validity of electronic contracts is recognized by Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), along with its amendment through Law No. 19 of 2016, neither of these regulations provides detailed minimum standards for the content of refund or warranty clauses in digital transactions. Even the Indonesian Civil

Code (KUH Perdata), which serves as the legal foundation for contracts, remains overly general and unresponsive to the dynamics of digitalization. This stands in stark contrast to the European Union's Consumer Rights Directive 2011/83/EU, which explicitly mandates an unconditional right of return within 14 days from the date the consumer receives the goods (Kriswandaru, 2023). Thus, regulations in Indonesia remain normatively and substantively lagging behind the consumer protection standards of other jurisdictions.

Table 1. Comparison of Refund and Warranty Clause Regulations in Relevant Legal Instruments

| Regulation | Refund Clause | Warranty Clause | Regulatory Weaknesses |
|--|---|---|--|
| Law No. 8 of 1999 (UUPK) | Generally regulated under Articles 4 and 7 | No technical provisions | Does not specify detailed refund procedures or time limits |
| Law No. 11/2008 & Law No. 19/2016 | Only affirms the validity of electronic contracts | Not explicitly regulated | Does not mandate the inclusion of refund/warranty clauses in digital contracts |
| Indonesian Civil Code (KUH Perdata) | Freedom of contract (Article 1320) | Implied through the principle of good faith | Not relevant to digital transactions and standard form contracts |
| EU Directive 2011/83/EU | Unconditional return within 14 days | Mandatory product warranty information | Provides a minimum level of protection mandatory across all EU member states |

The absence of a legal mechanism that compels businesses to draft fair refund and warranty clauses has led to practices that tend to be exploitative toward consumers. In many cases, business operators or platform providers establish internal policies that are difficult to understand or even burdensome for consumers. One example can be found on Tokopedia, where several consumers were unable to request a refund for damaged products due to the lack of unboxing video evidence (Winarsih & Oktaviarni, 2021). Such clauses place an undue burden on consumers and unfairly shift the burden of proof, which, in theory, contradicts the principle of proportionality in business operators' liability as developed in consumer protection theory by Stephen Weatherill in the context of European Union law (Howells & Weatherill, 2017). Under Indonesian law, the right to information and compensation is also guaranteed in Articles 4 and 7 of the Consumer Protection Law (UUPK). However, in practice, its implementation has not yet been standardized in electronic transactions.

In addition, the direct implication of the ambiguity of these clauses is the weakening of legal certainty for both consumers and business operators. When consumers lack a clear legal basis to claim their right to a refund or warranty, dispute resolution becomes difficult, whether through litigation or non-litigation channels. On the other hand, law enforcement authorities also lack objective parameters to assess the validity or fairness of clauses embedded within the automated systems of e-commerce platforms. This situation threatens the sustainability of the digital trade system, as it may erode public trust in the safety and fairness of online transactions.

This condition creates a dilemma between business efficiency and the fairness of legal protection. Business operators are concerned that overly strict refund and warranty policies may be abused by consumers, while consumers worry that weak legal regulation will continue to perpetuate practices that disadvantage them. In classical contract law, this dilemma relates to the concept of *equilibrium contractus* (contractual balance), which demands a balance between economic interests and legal protection. Therefore, the state must act as a mediator by setting minimum protection standards, including time limits for refund claims, proportional requirements, and simple, affordable dispute resolution mechanisms.

In relation to modern contract theory, the approach used must reflect the concept of *reasonable expectations of the parties*, namely the reasonable expectations of consumers regarding the products and services they purchase. This concept was developed by Grant Gilmore, who emphasized that a contract is not merely a formal agreement, but must also reflect the expectations and interests of both parties (Gilmore, 1964). In the context of e-commerce, consumers' expectations regarding clear refund and warranty terms have become an inherent part of the transaction and must be fulfilled fairly and transparently by business operators. If this issue is not promptly addressed through binding technical regulations, the imbalance in electronic contract practices will persist and negatively impact the development of the national digital economy.

Legal clarity in refund and warranty clauses not only protects consumers but also provides legitimacy and legal certainty for good-faith business operators. Therefore, harmonization between contract law, consumer protection, and digital transaction practices must be pursued through regulatory revisions and the establishment of standardized clause guidelines by the government, particularly the Ministry of Trade and the National Consumer Protection Agency (BPKN).

3.2. The Harmonization of Agreement Law and Consumer Protection

The development of digital technology and electronic trading systems (e-commerce) has encouraged the birth of various forms of electronic contracts that require adjustments to the principles of classical civil law (Putri & Satriawan, 2024; Rukmana et al., 2021; Santoso, 2019; Sari, 2022; Setiani & Taufiq, 2018). On the one hand, agreement law in Indonesia adheres to the principle of freedom of contract as stipulated in Article 1338 of the Civil Code, which provides flexibility for parties to make agreements according to their will (Jatmiko, 2025; Wardhana et al., 2025). On the other hand, in the context of the legal relationship between business operators and consumers, this principle is often exploited by businesses to draft standard form contracts that leave no room for consumer participation. This practice contradicts the principle of consumer protection, which requires a balanced legal position to ensure that consumers are not disadvantaged due to information asymmetry and unequal bargaining power. Therefore, there is an urgent need to harmonize contract law and consumer protection law in order to create a legal system that is adaptive, fair, and responsive to contemporary needs.

Legal harmonization in this context does not merely mean merging two legal regimes, but rather uniting two fundamental values: *autonomie de la volonté* (freedom of will) in contract law and *consumentenbescherming* (consumer protection) in consumer law. This theory aligns with the

views of René David, a prominent comparative law scholar, who asserted that modern law must reconcile private norms with public interests in order to avoid structural imbalances. In the Indonesian context, contractual imbalance in electronic transactions has become a major concern, as consumers are often faced with one-sided clauses that are detrimental such as limitations on refund rights or the absence of clear warranty guarantees.

A concrete example of the abuse of dominant position by business actors can be found in e-commerce practices in Indonesia, such as on platforms like Shopee and Lazada, where most terms and conditions of purchase are unilaterally determined by the business operators or merchants. Clauses such as “purchased products cannot be returned unless there is a manufacturing defect” are often not further explained particularly regarding who determines the defect and what the return mechanism entails. In this case, there is a violation of the principle of *equality before the law*, as consumers are neither given the opportunity to negotiate nor to fully understand the contractual details. This highlights the growing need for the principle of *fairness* in the formation and execution of electronic contracts.

The core principles that must serve as the foundation for legal harmonization are transparency, proportionality, and contractual fairness. Transparency refers to the obligation of business actors to provide information that is clear, honest, and easily understood by consumers. This aligns with Article 4(c) of Law No. 8 of 1999 on Consumer Protection (UUPK), which states that consumers have the right to correct, clear, and honest information regarding the condition and warranty of goods and/or services (Mohd Yusuf Daeng, Siti Yulia Makkinnawa, 2022; Yessy Kusumadewi, 2022). Proportionality means that rights and obligations in a contract must be distributed fairly in accordance with each party’s contribution and the risks involved. Contractual fairness refers to the requirement that a contract must not be one-sided or favor only one party. This concept is supported by the theory of commutative justice introduced by Aristotle and further developed by John Rawls in his theory of justice as fairness.

In the practice of legal harmonization in developed countries, minimum standards for refund and warranty clauses have been implemented and are required to be included in every consumer contract. For example, in the legal system of the European Union, the EU Consumer Rights Directive 2011/83/EU obligates businesses to provide the right to return goods within 14 days without any conditions. This regulation also requires that information about such rights be stated explicitly and made easily accessible to consumers. In the Indonesian context, similar provisions do not yet exist in the form of laws or technical regulations, thus creating a need for policies that can normatively and practically fill this legal gap.

The author’s main recommendation for harmonizing the law is the establishment of stricter regulation of standard clauses in legislation, particularly for electronic transactions. Currently, Article 18(1) of the Consumer Protection Law prohibits the inclusion of standard clauses that unilaterally shift responsibility to businesses, but it does not clearly specify which clauses should be prohibited or required. Therefore, implementing regulations or derivative rules are needed to govern the substance of standard clauses in electronic contracts, including the right to a refund,

product warranty, and dispute resolution procedures. The author proposes the establishment of an electronic contract oversight body under the coordination of the National Consumer Protection Agency (BPKN) or the Ministry of Trade, functioning as a regulatory watchdog. This body would be responsible for reviewing and approving model standard clauses used by digital platforms, as well as providing guidelines for drafting fair and transparent electronic contracts. Such functions have already been adopted in countries like Germany and the Netherlands, where consumer protection agencies have the authority to reprimand or even sanction businesses that violate established clause standards.

Another proposed idea is the implementation of national standard form contracts for electronic transactions, containing mandatory clauses that cannot be deleted or modified by businesses. This model can be developed through collaboration between academics, government, and industry players using participatory mechanisms, thereby reflecting the needs and interests of all parties. These standard contracts would ensure that consumers' rights to refunds and warranties are legally protected and not dependent on unilateral policies set by businesses. From a civil law perspective, this approach does not conflict with the principle of freedom of contract, because in modern legal practice, contractual freedom is not absolute. According to Friedrich Kessler, freedom of contract in modern society must be limited by legal intervention to ensure social justice. Restrictions on exploitative clauses are not limitations on freedom but rather a safeguard for the integrity of legal relationships. Thus, the application of standard contracts is not a form of restriction on business actors' freedom, but a mechanism to guarantee transparency and legal certainty for all parties.

With proper harmonization between contract law and consumer protection law, a fairer and more conducive legal environment can be created for the growth of the digital economy in Indonesia. Consumers will feel safer and more protected when making online transactions, while businesses will gain legal clarity that supports their reputation and business sustainability. Therefore, the government must urgently formulate concrete and collaborative policies that are not only responsive to current issues but also capable of addressing the legal challenges of the digital future.

4. CONCLUSION

The harmonization between contract law and consumer protection in electronic transactions is an urgent necessity to address the legal imbalance between business actors and consumers, particularly in refund and warranty clauses. The principle of freedom of contract, as stipulated in Article 1338 of the Indonesian Civil Code (KUH Perdata), must be balanced with consumer protection principles outlined in Articles 4 and 18 of Law No. 8 of 1999 on Consumer Protection, to prevent its misuse by businesses in unilateral standard form contracts. The principles of transparency, proportionality, and contractual fairness are essential foundations for drafting fair clauses that do not burden consumers. Referring to international practices such as the EU Consumer Rights Directive 2011/83/EU, Indonesia should adopt a regulatory model that mandates minimum standards for refund and warranty clauses, accompanied by oversight from

consumer protection authorities such as the National Consumer Protection Agency (BPKN). Legal scholars like Friedrich Kessler emphasize that freedom of contract in the modern era is not absolute, but must be limited to prevent the exploitation of weaker parties in this case, consumers. Thus, this harmonization is not only a normative solution but also a foundation for legal certainty and justice within the digital economic ecosystem.

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SINTA 2

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The Urgency of Setting Refund and Warranty Clauses...
(Abdul Fatakh)

Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection

Abdul Fatakh

Faculty of Syariah, Universitas Islam Negeri Siber Syekh Nurjati Cirebon, Indonesia, E-mail: afatkh@uinssc.ac.id

Abstract. *The rapid growth of electronic transactions in the digital era has driven the transformation of conventional contract models into e-contracts based on digital and automated systems. However, this transformation poses serious challenges in terms of legal protection for consumers, particularly regarding refund and warranty clauses, which are often unilaterally drafted by businesses. The main issue addressed in this research is the lack of clarity in the substance of refund and product warranty clauses in electronic contracts, which contradicts the principles of contractual fairness and consumer protection. This study used a normative juridical method with statutory and comparative legal approaches, focusing on international practices, particularly in the European Union. The findings reveal a regulatory gap in Indonesia's positive law, including Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions, and the Indonesian Civil Code. The absence of minimum standards for refund and warranty clauses results in an imbalance of power between businesses and consumers and undermines legal certainty in digital transactions. Therefore, there is a need to harmonize the principle of freedom of contract with consumer protection through the establishment of regulations that govern standard clauses in a transparent, proportional, and fair manner. Such regulation is expected to resolve the dilemma between business efficiency and the fairness of legal protection, and to foster the development of a sustainable digital trade ecosystem.*

Keywords: *Contract; Customer; Electronic; Refund.*

1. Introduction

The development of information technology has had a significant impact on the pattern of economic transactions in the global community, including in Indonesia (Ardianto et al., 2024; Khairi et al., 2025). One of the most striking forms of transformation is the growth of electronic commerce (e-commerce), which allows transactions to take place without the limits of time and space (Yulia, 2024). Through digital media, consumers can easily access various products and services only through electronic devices. However, this progress also brings its own legal challenges, especially regarding legal certainty and protection of the parties involved in the transaction, especially consumers as parties who are juridically considered to be in a weak position (Izazi et al., 2024; Yulianingsih & Putra, 2024). In this context, the regulation of consumer rights to refunds

Therefore, efforts are needed to harmonize contract law and consumer protection law within the context of electronic agreements. The purpose of this harmonization is to ensure a balanced distribution of rights and obligations between the parties and to foster public trust in the digital ecosystem. In the long term, this harmonization will also contribute to the development of a legal system that is adaptive to technological advances while remaining grounded in the principles of justice and legal certainty. As such, refund and warranty clauses should not merely be seen as a moral responsibility of businesses but as a legal obligation that must be enforced by the state.

2. RESEARCH METHODS

The research method used in this writing is the normative-juridical method with a statutory approach and comparative law (Suteki, 2018). This type of research falls under the category of doctrinal legal research, which relies on literature studies of both primary and secondary legal materials. The approach used is the statute approach, which involves examining relevant laws and regulations such as the Indonesian Civil Code (KUH Perdata), Law No. 8 of 1999 on Consumer Protection, and Law No. 11 of 2008 on Electronic Information and Transactions along with its amendments. In addition, a comparative approach is employed by analyzing the regulation of refund and warranty clauses in electronic contracts within the legal systems of the Netherlands and several European Union countries, in order to obtain a comprehensive understanding of international practices and consumer protection frameworks. The research is descriptive-analytical in nature, aiming to describe and analyze the urgency of regulating refund and warranty clauses in electronic contracts, as well as how harmonization between contract law and consumer protection law can be achieved. Data collection is conducted through literature review of various legal documents, court decisions, academic journals, and other official sources. The collected data is then analyzed qualitatively, focusing on normative interpretation of applicable legal provisions and their relevance to current legal practices.

3. RESULTS AND DISCUSSION

3.1. Refund and Warranty Clause Issues in Electronic Agreements

The main problem in the current practice of electronic transactions in Indonesia lies in the vagueness and imbalance of refund and warranty clauses in e-contracts. Many digital

platforms such as Shopee, Tokopedia, and Lazada apply the terms and conditions of refunds and product warranties through Terms and Conditions that are formulated unilaterally by business actors, without the participation or explicit consent of consumers (Fausi & Karim, 2025; Hayati & Ginting, 2021; Priowirjanto et al., 2022). For instance, Shopee requires that refund requests be submitted within a specific time frame after the product is received, and only for certain product categories. This policy is not always openly disclosed on the transaction page but is instead hidden in a separate link that

With proper harmonization between contract law and consumer protection law, a fairer and more conducive legal environment can be created for the growth of the digital economy in Indonesia. Consumers will feel safer and more protected when making online transactions, while businesses will gain legal clarity that supports their reputation and business sustainability. Therefore, the government must urgently formulate concrete and collaborative policies that are not only responsive to current issues but also capable of addressing the legal challenges of the digital future.

4. CONCLUSION

The harmonization between contract law and consumer protection in electronic transactions is an urgent necessity to address the legal imbalance between business actors and consumers, particularly in refund and warranty clauses. The principle of

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freedom of contract, as stipulated in Article 1338 of the Indonesian Civil Code (KUH Perdata), must be balanced with consumer protection principles outlined in Articles 4 and 18 of Law No. 8 of 1999 on Consumer Protection, to prevent its misuse by businesses in unilateral standard form contracts. The principles of transparency, proportionality, and contractual fairness are essential foundations for drafting fair clauses that do not burden consumers. Referring to international practices such as the EU Consumer Rights Directive 2011/83/EU, Indonesia should adopt a regulatory model that mandates minimum standards for refund and warranty clauses, accompanied by oversight from consumer protection authorities such as the National Consumer Protection Agency (BPKN). Legal scholars like Friedrich Kessler emphasize that freedom of contract in the modern era is not absolute, but must be limited to prevent the exploitation of weaker parties in this case, consumers. Thus, this harmonization is not only a normative solution but also a foundation for legal certainty and justice within the digital economic ecosystem.

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Setting Refund and Warranty Clauses Urgency in Electronic Agreements: Harmonization between Covenant Law & Consumer Protection

Abdul Fatakh

Abstract

The rapid growth of electronic transactions in the digital era has driven the transformation of conventional contract models into e-contracts based on digital and automated systems. However, this transformation poses serious challenges in terms of legal protection for consumers, particularly regarding refund and warranty clauses, which are often unilaterally drafted by businesses. The main issue addressed in this research is the lack of clarity in the substance of refund and product warranty clauses in electronic contracts, which contradicts the principles of contractual fairness and consumer protection. This study used a normative juridical method with statutory and comparative legal approaches, focusing on international practices, particularly in the European Union. The findings reveal a regulatory gap in Indonesia's positive law, including Law No. 8 of 1999 on Consumer Protection, Law No. 17 of 2008 on Electronic Information and Transactions, and the Indonesian Civil Code. The absence of minimum standards for refund and warranty clauses results in an imbalance of power between businesses and consumers and undermines legal certainty in digital transactions. Therefore, there is a need to harmonize the principle of freedom of contract with consumer protection through the establishment of regulations that govern standard clauses in a transparent, proportional, and fair manner. Such regulation is expected to resolve the dilemma between business efficiency and the fairness of legal protection, and to foster the development of a sustainable digital trade ecosystem.

Keywords

Contract; Customer; Electronic; Refund.

Full Text:

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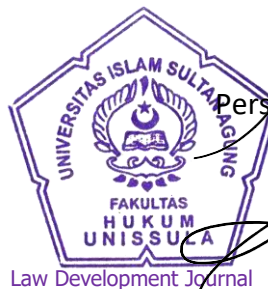
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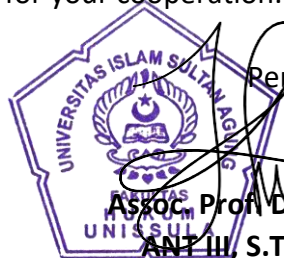
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Prof. Ir. Nizam, M.Sc., D.C., Ph.D., IPU, ASEAN Eng
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