



Implications of Standard Clause Changes in Grab Challenge Program on Consumer Rights

Sherly Putri Pandju¹, Mutia Cherawaty Thalib², Julius T. Mandjo³

¹²³ Faculty of Law, State University of Gorontalo, Indonesia.

Correspondence Email: sepseel19@gmail.com

Abstract: This study aims to analyze the implications of changes to the standard clauses of the Grab challenge program on consumers. The research method used is normative with a statutory approach. The results of the study show that the implications of the standard clause on the Grab challenge program for consumer protection are that the clause contains several things that are detrimental to consumers, such as limiting Grab's liability, providing disproportionate compensation, and the existence of clauses that burden consumers. This is contrary to the principles of consumer protection. Changes to the standard clauses on the Grab challenge program affect consumer rights and obligations, where consumers have more limited rights, such as the right to choose, the right to information, and the right to security. On the other hand, consumer obligations become more burdensome, such as the obligation to accept unilateral changes and the obligation to resolve disputes through alternative dispute resolution.

Keywords: Grab; Consumer; Default Clause; Grab Challenge.

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1. Introduction

Information and communication technology in the current era of globalization has placed itself in a very strategic position because it presents a world without boundaries that does not recognize distance, space, and time, which has an impact on increasing productivity and efficiency. The influence of globalization through the use of information and communication technology has changed people's lifestyles, developed in a new order of life, and encouraged social, economic, cultural, security, and legal protection changes.¹

Human activities as creators, developers, and users of information and communication technology are currently moving towards solutions that facilitate the use itself. One of them can be seen from the very rapid development of internet media. The internet has become a means of electronic information and communication media that is widely used for various activities, including for trade. Trading activities that utilize internet media are known as electronic commerce , or abbreviated as e-commerce . E-commerce as an electronic trade contract is located in the field of civil law, especially contract law. An electronic trade contract is a trade contract that involves electronics and is located in the internet world.

With e-commerce , communities of business owners, consumers, and others can exchange products, services, and information electronically. This eliminates the barriers of distance in the business world. Thanks to this incredible technological advancement, things can now be advertised on websites all over the world. This means that people from all walks of life can visit websites and make online purchases without any hassle. The trading process in e-commerce, namely between businesses and consumers, is not always done directly.²

In conventional transactions, e-commerce also recognizes the use of standard clauses (standard contracts) in carrying out its transactions. Standard clauses are included considering that making each agreement specifically the same every time it is made is considered inefficient for business actors. This is due to the creation of different agreements for each transaction which will take a lot of energy, time, and also costs. To save on these three things, in practice there is something called a standard clause or what is also known as an agreement with standard conditions. This standard clause contains conditions that have been determined by one party and the other party only needs to agree or reject and cannot change the conditions of the standard clause.

As stipulated in the provisions on the inclusion of standard clauses in Chapter V Article 18 of Law Number 18 of 1999 concerning Consumer Protection, it is intended to place consumers on an equal footing with business actors based on the principle of

¹ Ariesani Hermawanto and Melaty Anggraini, "Globalisasi, Revolusi Digital Dan Lokalitas: Dinamika Internasional Dan Domestik Di Era Borderless World" (LPPM Press UPN" Veteran" Yogyakarta, 2020), http://eprints.upnyk.ac.id/24076/1/BUKU%20GLOBALISASI%20DAN%20LOKALITAS%20UNTUK%20DICETAK%20_KE%20LPPM%20.pdf.

² Lathifah Hanim, "Perlindungan Hukum Bagi Para Pihak Dalam E-Commerce Sebagai Akibat Dari Globalisasi Ekonomi.," *Jurnal Pembaharuan Hukum* 1, no. 2 (2014): 191-99.

freedom of contract. The provisions on standard clauses are included in the transaction activities of selling goods and/or services. In contract law there are also provisions governing agreements in Article 1313 of the Civil Code (KUHPerdata) which reads: "An agreement is an act by which one or more persons bind themselves to one or more other persons." This means that the parties involved in the agreement have an obligation to carry out their respective rights and obligations that have been agreed upon in the legally binding agreement, and the agreement applies as a law for those who have agreed to make it.³

The provisions referred to are stated in Article 1338 paragraph 1 of the Civil Code which reads, "All agreements made legally apply as laws for those who make them." Furthermore, Article 1338 paragraph 1 of the Civil Code also becomes the basic provision for recognizing the principle of contract validity (freedom of contract) in contract law. Therefore, the parties who enter into an agreement have the authority to create clauses with any material, as long as they do not conflict with the law, morality, and public order as regulated in Article 1337 of the Civil Code. This principle of freedom of contract also opens up the possibility of forming new agreements whose clauses are adjusted to the development of the times and the needs of each party in making the agreement.

The provisions for the inclusion of standard clauses as regulated in Chapter V Article 18 of Law Number 18 of 1999 concerning Consumer Protection, are intended to place consumers on an equal footing with business actors based on the principle of freedom of contract. The provisions on standard clauses are included in the transaction activities of selling goods and/or services. The Consumer Protection Law expects the creation of equality between consumers and business actors. After being in accordance with the balance in consumer protection law, the interests of all parties must be protected, including the interests of the government in national development, which must receive a balanced portion.⁴

One of the problems in a standard agreement is that there are several clauses in the agreement that burden one of the parties. This onerous clause is usually called an exemption clause in Dutch called an *exoneratie clausule* (exoneration clause) or standard clause . Then what is meant by an exoneration or standard clause is a clause in an agreement that exempts or limits the responsibility of one of the parties in the event of a breach of contract according to the law, the responsibility should be borne by him.

In 2019, Grab was known to hold a "challenge" program. In this program, each consumer has the right to choose various types of challenges, and for those who have completed the challenge, PT Solusi Transportasi Indonesia (Grab) will give prizes to the winners. One of the challenges called 'Juggernaut' promises customers a prize in

³ Melisa Setiawan Hotana, "Industri E-Commerce Dalam Menciptakan Pasar Yang Kompetitif Berdasarkan Hukum Persaingan Usaha," *Jhbhc*, 2018, 28-38.

⁴ Desi Syamsiah, "Kajian Terkait Keabsahan Perjanjian E-Commerce Bila Ditinjau Dari Pasal 1320 Kuhperdata Tentang Syarat Sah Perjanjian," *Jurnal Inovasi Penelitian* 2, no. 1 (2021): 327-32.

the form of an OVO balance top up of IDR 1,000,000 if the customer takes Grab 74 times. Furthermore, another challenge promises a prize of IDR 100,000. However, PT Solusi Transportasi Indonesia (Grab) defaulted on its promise to give the prize by suddenly revising the terms and conditions. So that the change is an action taken by PT Solusi Transportasi Indonesia (Grab) by unilaterally changing the rules which violates Article 18 paragraph (1) letter g of the Consumer Protection Law, and Grab's action of not giving the prize as promised to customers is an unlawful act as promised at the beginning and then not given as promised violates Article 13 paragraph (1).

The legal issue between Grab users and Grab Indonesia is related to the standard clause included in the Grab application for GrabCar services. The standard clause states that any disputes or disputes between users and Grab must be resolved through a mediation or arbitration process in Singapore. However, this issue was later decided by the Supreme Court on July 19, 2022 through Decision Number 3950K/Pdt/2022. The decision stated that the unlawful clause regarding the choice of law and jurisdiction abroad contained in Grab's standard clause is invalid and not binding on consumers. This decision has implications for changes to the Grab Challenge program and other standard clauses . It is important to further examine the impact of these changes on the rights and interests of consumers as users of Grab services. Therefore, this study aims to analyze the implications of changes to the Grab program's standard clauses on consumers based on the Supreme Court's decision.⁵

Based on the background description above, this study is very interested in further analyzing the implications of changes to the standard clauses of the Grab Challenge program on consumer rights and interests after the Supreme Court's decision. This study is also intended to provide an overview of the extent of protection and legal certainty provided by Grab to consumers through the revision of the standard clauses of its loyalty program.

Therefore, this study is entitled "Implications of Changes to the Grab Challenge Program Standard Clause on Consumers (Study of Supreme Court Decision Number 3950 K/Pdt/2022)". The results of this study are expected to be one of the contributions for the government in formulating regulations that provide more consumer protection in Indonesia.

2. Method

The research method used in this study is normative legal research, which aims to discuss various doctrines or principles in legal science. This normative legal research also refers to legal norms contained in laws and court decisions, as well as legal norms that apply in society. In addition, this study also focuses on the analysis of synchronization between one rule and another rule hierarchically. The approach

⁵ Tesalonika Putri Zefanya Rumengan, "Kajian Yuridis Terhadap Perjanjian Jual Beli Rumah Melalui Proses Kredit Berdasarkan Kitab Undang-Undang Hukum Perdata Buku Iii Tentang Perikatan," *Lex Administratum* 10, no. 2 (2022), <https://ejournal.unsrat.ac.id/index.php/administratum/article/view/40530>.

method used in this study is the statutory approach (Statute Approach), which prioritizes the study of applicable laws and regulations.⁶

3. Implications of Standard Clauses on Grab Challenge Program for Consumer Protection

The Challenge program introduced by Grab, one of the largest ride-hailing platforms in Southeast Asia, is designed to incentivize users and drivers by offering various rewards for completing specific challenges. These challenges often require achieving daily or weekly targets, such as completing a set number of trips or reaching a particular income threshold. While the program aims to provide mutual benefits, it operates under standard clauses embedded in its terms and conditions.

These clauses, determined unilaterally by the company, leave no room for negotiation and must be accepted as-is by consumers. In this dynamic, Grab retains full control over the program's provisions, potentially disregarding consumer interests and rights, and giving rise to numerous implications for consumer protection. The most prominent implication of these standard clauses is the stark imbalance of power between the company and the consumer. Grab, as the authority setting the terms and conditions, provides consumers—both drivers and users—only two options: accept the terms as they are or forgo participation in the program entirely.⁷

This lack of flexibility disproportionately disadvantages consumers, especially in scenarios where sudden changes are made to benefit the company but harm the consumer. For instance, abrupt modifications to prize amounts or program cancellations without adequate notice create a sense of injustice. In such cases, consumers are placed in an extremely vulnerable position, undermining their trust in the company and its services. Another critical concern is the lack of transparency in these standard clauses,⁸ which undermines principles enshrined in Indonesia's Consumer Protection Law. The law mandates that business actors provide accurate, clear, and non-misleading information to consumers about the services they offer. However, many consumers report receiving insufficient details about the terms and conditions of the Grab Challenge program.⁹

Often, drivers and users are either unaware of specific provisions or are presented with overly generalized and ambiguous information. This lack of transparency

⁶ Ishaq Ishaq, "Metode Penelitian Hukum Dan Penulisan Skripsi, Tesis, Serta Disertasi" (Alfabeta, 2017).

⁷ Niru Anita Sinaga, "Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian," *Binamulia Hukum* 7, no. 2 (2018): 107–20.

⁸ Muhammad Iqbal Mustapa, Zamroni Abdussamad, and Mellisa Towadi, *Rasiolegis Kewenangan Mengadili Perkara Fiktif Positif Dalam Perundang-Undangan*, 1st ed. (UII Press), accessed December 19, 2024, <https://dpsd.uui.ac.id/uui-press/katalog/rasiolegis-kewenangan-mengadili-perkara-fiktif-positif-dalam-perundang-undangan/>.

⁹ Edi Andika, "Keabsahan Perjanjian Baku Dalam Perjanjian Kredit Bank Dihubungkan Dengan Asas Kebebasan Berkontrak," *Lex Privatum* 3, no. 2 (2015), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/7828>.

becomes particularly problematic when terms are subject to sudden changes without clear communication. Consumers struggle to understand their eligibility for promised rewards, leading to confusion and dissatisfaction. The consequences of this imbalance and lack of transparency are profound. In numerous instances, drivers and users who meet the stipulated requirements find themselves deprived of the promised incentives. A frequent cause of such discrepancies lies in changes to terms or prize cancellations that are inadequately communicated. This practice not only violates consumers' rights to receive what was initially advertised but also fosters confusion and distrust.¹⁰

When promises are unfulfilled, the company risks damaging its reputation and alienating its consumer base. From a legal perspective, the standard clauses in Grab's Challenge program may infringe upon consumer rights as protected under the Consumer Protection Act. Specifically, Article 18 of the Act stipulates that agreements with consumers must be made with full knowledge and voluntary consent, free from coercion or ignorance.¹¹ Many consumers, however, feel that they lack sufficient understanding of the Challenge program's provisions or are denied adequate time to evaluate them before agreeing. This lack of informed consent paves the way for the misuse of standard clauses, enabling companies to exploit consumers' limited awareness for corporate gain. Further complicating matters, many of the terms and conditions mandate that disputes arising from the Challenge program be resolved through international arbitration, often conducted in foreign jurisdictions such as Singapore.¹²

This stipulation exacerbates the power imbalance, as the arbitration process is both costly and logistically challenging for consumers. Individuals who feel wronged by sudden changes or unmet program commitments must navigate a burdensome and unfamiliar legal environment. Meanwhile, Grab, with its extensive resources, faces minimal obstacles in managing such disputes. This disparity places consumers at a significant disadvantage, deterring them from pursuing justice and perpetuating an inequitable system.

Beyond legal and procedural implications, the program's structure also fosters social dissatisfaction among consumers, particularly drivers. For many drivers, the Challenge program serves as a means to supplement their income. When promised incentives fail to materialize, feelings of frustration and disillusionment ensue. Drivers who have exerted considerable effort to meet the challenges often perceive the absence of rewards as a breach of trust. This dissatisfaction not only undermines their

¹⁰ Dwi Atmoko, "Penerapan Asas Kebebasan Berkontrak Dalam Suatu Perjanjian Baku," *Binamulia Hukum* 11, no. 1 (2022): 81–92.

¹¹ Wiwin Widiyaningsih, "Kebebasan Berkontrak Terhadap Perjanjian Standar Baku Dalam Mencapai Keadilan Berkontrak," *Journal Presumption of Law* 2, no. 1 (2020): 72–115.

¹² David Budiman, "Implementasi Undang-Undang Perlindungan Konsumen Terhadap Perjanjian Baku Bermuatan Klausula Eksonerasi," *Jurnal Pendidikan Tambusai* 8, no. 1 (2024): 1218–26.

confidence in the program but may also lead to disengagement from the platform altogether.¹³

As a result, consumer loyalty declines, potentially eroding Grab's competitive edge in the fiercely contested ride-hailing industry. Given these multifaceted issues, it is imperative for governments and regulators to establish stricter oversight of standard clauses in digital application-based programs. Robust consumer protection measures are essential to prevent companies from exploiting unfair and opaque provisions. Regulations should compel businesses to provide clear, comprehensive, and accessible information about their programs.¹⁴ Furthermore, consumers should be granted opportunities to negotiate terms or voice concerns, fostering a more equitable relationship between businesses and their clientele. The challenges posed by the Grab Challenge program's standard clauses also highlight broader gaps in consumer protection within the digital ecosystem. While digital platforms offer innovative and convenient services, they also present unique risks that require adaptive regulatory frameworks. Lessons can be drawn from global practices to address these issues. For instance, the European Union's General Data Protection Regulation (GDPR) not only emphasizes data protection but also mandates transparency in consumer agreements.¹⁵

Similarly, Australia's approach to consumer law demonstrates how targeted legislation can effectively address the inherent power imbalances in contractual relationships. For Indonesia, adopting elements of these frameworks while tailoring them to local contexts could significantly enhance consumer protections in its burgeoning digital economy. Consumer education also plays a vital role in bridging this gap. Consumers must be encouraged to carefully review and comprehend terms and conditions before consenting to any program. Equipping consumers with the tools and knowledge to critically assess contractual terms can mitigate the risks associated with standard clauses. Companies like Grab, on the other hand, should proactively simplify and clarify their terms, perhaps by providing summaries or FAQs to enhance accessibility and understanding.¹⁶

Leveraging technology, such as artificial intelligence, can further aid in identifying and rectifying potentially unfair clauses before they are implemented. Moreover, transparency and fairness in business practices are not just legal imperatives but also

¹³ Miko Susanto Ginting, "Menegaskan Kembali Keberadaan Klausula Baku Dalam Perjanjian," *Jurnal Hukum Dan Peradilan* 3, no. 3 (2014): 223-36.

¹⁴ Ade Putri Lestari, "Kepastian Perlindungan Hukum Pada Klausula Baku Dalam Perjanjian Pinjaman Online Di Indonesia," *SUPREMASI: Jurnal Hukum* 2, no. 2 (2020): 174-93.

¹⁵ Fahdelika Mahendar and Christiana Tri Budhayati, "Konsep Take It or Leave It Dalam Perjanjian Baku Sesuai Dengan Asas Kebebasan Berkontrak," *Jurnal Ilmu Hukum: ALETHEA* 2, no. 2 (2019): 97-114.

¹⁶ Muhammad Arif Maulana et al., "Klausula Baku Dalam Perjanjian Kredit Bank Perkreditan Rakyat," *Jurnal USM Law Review* 4, no. 1 (2021): 208-25.

crucial for maintaining a sustainable competitive advantage.¹⁷ In an age where consumer feedback and social media significantly influence brand perception, businesses that prioritize ethical practices are more likely to foster long-term loyalty and trust. For Grab, addressing the concerns surrounding its Challenge program presents an opportunity to reinforce its reputation as a consumer-centric platform while simultaneously complying with regulatory expectations. Ultimately, the standard clauses underpinning Grab's Challenge program reflect a broader tension between corporate efficiency and consumer rights. While such clauses facilitate streamlined operations, they often do so at the expense of fairness and transparency.

Resolving this tension requires collective action from businesses, regulators, and consumers. Companies must adopt practices that align with ethical and legal standards, regulators must enforce robust consumer protection laws, and consumers must remain vigilant and informed. Together, these efforts can ensure that digital innovations like Grab's Challenge program deliver their intended benefits without compromising consumer rights.¹⁸ By fostering a more equitable and transparent environment, Grab can not only address existing grievances but also lay the groundwork for sustainable growth in an increasingly competitive digital marketplace. As digital platforms continue to shape the future of commerce and connectivity, ensuring that their operations align with principles of fairness and transparency will be essential for building a truly inclusive digital economy.

5. Conclusion

The Grab Challenge program highlights the complexities of consumer protection in digital ecosystems. While the program offers substantial opportunities for drivers and users, its reliance on unilateral standard clauses exposes critical gaps in fairness and transparency. These clauses often place consumers in a disadvantaged position, restricting their ability to negotiate terms and exposing them to sudden changes without adequate notice. This imbalance undermines trust and infringes upon consumer rights to informed consent and equitable treatment.

Addressing these issues requires collective efforts from businesses, regulators, and consumers. Grab must prioritize transparency and adopt consumer-friendly practices to rebuild trust and ensure compliance with legal standards. Regulators need to enforce adaptive laws that address the unique challenges posed by digital platforms, drawing lessons from international frameworks such as GDPR and Australian consumer law. At the same time, consumer education is essential to empower individuals to critically assess contractual terms and advocate for their rights. By

¹⁷ Alexandre Rantung, "Penggunaan Kontrak Baku Dalam Perjanjian Dan Penerimaan Pihak Yang Terlibat Di Dalamnya," *Lex Privatum* 8, no. 2 (2020), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/29779>.

¹⁸ Torang Panjaitan, "Konsep Kontrak Baku Dalam Kegiatan Lembaga Pembiayaan Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Gagasan Hukum* 2, no. 02 (2020): 135-58.

fostering a more transparent and equitable approach, Grab can enhance its reputation and set a benchmark for ethical practices in the digital economy, paving the way for a more inclusive and sustainable future.

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