

Standard Terms on the TikTok Digital Platform Regarding the Revocation of Live Streaming Access Under the Consumer Protection Act

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Abstract. This study aims to analyze the standard clauses in TikTok's Terms of Service and the platform's liability regarding the restriction of live streaming access during the events of August 31, 2025, from the perspective of consumer protection law in Indonesia. This study employs a normative legal method using a statutory approach and a case-based approach, and is analyzed descriptively and qualitatively based on primary and secondary legal sources. The results of the study indicate that the standard clauses in TikTok's Terms of Service tend to grant unilateral authority to the platform, particularly regarding service restrictions and limitations of liability. These clauses potentially conflict with the Consumer Protection Law, the principle of good faith under the Civil Code, and the obligations of electronic system operators to ensure service reliability. The incident of live streaming termination without adequate notice highlights a gap between applicable legal provisions and on-the-ground practices. The study's conclusion reaffirms that digital platforms retain legal liability for policies that harm users, and standard clauses cannot be used to evade such obligations. This research is expected to strengthen consumer protection within the digital ecosystem.

Keywords: standard terms; consumer protection; legal liability

1. INTRODUCTION

Advances in information technology have brought about significant changes in people's lives, particularly in economic activities and social interactions, which are now largely conducted through digital platforms (Diana & Sari, 2024). One of the rapidly growing innovations is the concept of live streaming, which is used not only as a form of entertainment but also as a medium for communication, promotion, and real-time transactions. Platforms like TikTok serve as a prime example of how technology can integrate these various functions into a single digital ecosystem

(Pradhana & Saputro, 2025). Through the available features, users can interact, express themselves, and engage in economic activities all at the same time, making digital platforms an integral part of daily life.

When using digital platforms, every user is essentially bound by the Terms of Service established by the platform provider. These terms constitute an electronic agreement that governs the rights and obligations between the platform and the user (Clarissa et al., 2025). However, in practice, Terms of Service are drafted as standard clauses unilaterally determined by the platform, leaving no

room for users to negotiate. This creates an imbalance of power between the platform as a business entity and the user as a consumer, where the user has only the choice to either accept all terms or refrain from using the service.

Normatively, Indonesian law has provided protection for consumers in such situations. Law No. 8 of 1999 on Consumer Protection explicitly prohibits standard clauses that are detrimental to consumers or grant unilateral authority to business operators (Hutagalung & Afrita, 2021). Furthermore, the Civil Code stipulates that every agreement must be performed in good faith and must not be detrimental to either party. In the digital context, this provision is further reinforced by the Electronic Information and Transactions Law, which mandates that electronic system operators must operate their systems reliably, securely, and responsibly toward users.

However, in practice, situations that do not align with applicable legal provisions still occur. This was reflected in an incident in late August 2025, when the TikTok platform suddenly disabled the live streaming feature for users in Indonesia. According to media reports, users began to experience this policy on the evening of August 30, 2025, and it continued on August 31, 2025, during which the live streaming feature was widely inaccessible without prior official notice (Detik Finance, 2025). The policy was related to the escalating socio-political situation at the time, namely a wave of demonstrations across various regions of Indonesia accompanied by an escalation of conflict and violence. TikTok stated that the temporary suspension of the live-streaming feature was implemented as a precautionary measure to maintain a safe and conducive environment on the platform and prevent the spread of content that could potentially exacerbate the situation (Redaksi, 2025).

On the other hand, the decision to disable the live feature has had a direct impact on users, particularly those who rely on it for economic activities, as they have suddenly lost access to a primary means of interaction and sales. Furthermore, the suspension of the feature has sparked widespread complaints from users, as it was implemented without adequate

transparency and without clarity regarding the duration of the service restriction; essentially, user satisfaction can be understood as the degree to which needs, expectations, and desires are met when using a digital service or facility (Rhamadi & Suherman, 2023).

This situation not only impacts economic aspects but also raises legal issues regarding users' rights to clear information, service certainty, and protection from unilateral actions by the platform. Users essentially have no room to reject or negotiate these policies because all provisions are set forth in standard Terms of Service. Thus, this incident highlights the imbalance between the platform's authority to control the service and the users' position of dependence on the system.

From a theoretical perspective, this issue can be analyzed through several approaches, namely consumer protection theory, which emphasizes the importance of protecting the weaker party; contract theory, which examines the validity of standard clauses in an agreement; and the theory of legal liability, which pertains to the obligation of businesses to provide compensation for losses incurred. Furthermore, the principle of fairness also serves as a crucial foundation for assessing whether the legal relationship between the platform and the user has been conducted in a proportionate manner (Rahman, 2026).

Previous studies have generally focused on standard clauses in e-commerce transactions or consumer protection in the context of the relationship between sellers and buyers. However, studies that specifically highlight the role of digital platforms as parties with significant authority in regulating user access and services, as well as their impact on all platform users, remain limited. Therefore, this study is novel because it not only examines standard clauses normatively but also relates them to concrete actions by platforms that have a broad impact on users.

Based on the above, this study is important to analyze the compliance of standard clauses in digital platform Terms of Service with Indonesian consumer protection laws, as well as to examine the form of platform liability for unilateral access restriction policies. This study is

expected to contribute to strengthening legal protection for all digital platform users, while also serving as a basis for consideration in developing regulations that are more adaptive to technological dynamics.

2. METHOD

This study employs a normative legal research design with a descriptive-qualitative approach, aiming to analyze the standard clauses in TikTok's Terms of Service in relation to consumer protection. The subject of the study is the legal relationship between the digital platform—as the operator of an electronic system—and users—as consumers. The focus of the study is on clauses that grant the platform unilateral authority to restrict or terminate access to the service (Waluyo, 1996).

Data was collected through a literature review using primary legal sources, including the 1945 Constitution, the Consumer Protection Act, the Civil Code, the Electronic Information and Transactions Act, and TikTok's Terms of Service. Secondary legal sources were obtained from journals, books, and previous research.

The approaches used include a legislative approach and a case-based approach, specifically regarding the discontinuation of the live streaming feature on August 31, 2025. Qualitative analysis was conducted to assess the alignment between legal provisions and practices and to determine the form of the platform's legal liability toward users (Suryawin et al., 2026).

3. DISCUSSION

Analysis of TikTok's Standard Terms of Service and Its Liability for the Unilateral Removal of Live Streams Under Consumer Protection Laws

TikTok's Terms of Service, as a form of electronic agreement, are essentially a legal instrument that governs the relationship between the platform and users within the digital ecosystem. Research findings indicate that these terms contain standard clauses that substantially place the platform in a dominant position relative to users (SYAFIEQ IHZA SETIAWAN, 2026).

Unlike most agreements, Terms of Service are drafted and presented in a format predetermined by the platform.

Users are not involved in the process of drafting the agreement's content; instead, they simply provide their consent through a simple action such as clicking a button or continuing to use the app (Naim, 2023). This mechanism indicates that the agreements reached are more formal than substantive, as they are not preceded by a negotiation process that would allow for a balance of interests among the parties.

The structure of agreements on digital platforms also reveals the dominance of service providers in determining the content and direction of the legal relationship. Users are essentially in a passive position, in which they must accept all the terms that have been drafted without any room for modification (Filmadina et al., 2025). The available options are also very limited: either accept the entire agreement or not use the service at all. This situation indirectly creates a relationship that is not entirely equal in practice.

Research findings indicate that the provisions in TikTok's Terms of Service contain standard clauses that tend to strengthen the platform's position relative to users. This dominance is evident in the broad authority the platform holds in regulating service usage and determining applicable policies. Consequently, the legal relationship formed is not merely contractual but also reflects an imbalance in the platform's control and management of the system.

These clauses include disclaimers of warranty, limitations of liability, and the unilateral authority to deactivate accounts or terminate services. A key characteristic of these clauses is that they are non-negotiable by users, meaning the resulting legal relationship is not balanced. In the context of modern contract law, this situation indicates an imbalance in bargaining power, where one party has full control over the content and execution of the agreement (Faisal & Eldi, 2025).

This situation indicates that the relationship between platforms and users within the digital ecosystem no longer reflects a fully equal contractual relationship. In practice, users are in a position where they must adapt to a predetermined system, without having any control over the content or changes to the applicable terms and conditions (Setiawan

et al., 2024). This reflects a paradigm shift in legal relationships, where power is no longer determined solely by agreements, but also by the technological capabilities and systems controlled by platform providers.

Platform dominance in drafting terms is also closely tied to the complexity of the digital services offered. Platforms do not merely act as feature providers but also as managers of an ecosystem encompassing user interactions, content distribution, and access controls (Setiawan et al., 2024). Under such circumstances, the terms and conditions established tend to be designed to maintain the stability and control of the system, which ultimately limits users' ability to participate in shaping the direction of the legal relationship that is formed.

Furthermore, the dynamic nature of digital platforms also means that changes to the terms and conditions can occur at any time without requiring substantive re-approval from users. Users are often only provided with general notifications or may not even be aware of such changes. This situation indicates that legal relationships within digital platforms are not static but continuously evolve in accordance with the platform's internal policies, which in many ways remain beyond the users' control.

The presence of standard clauses in the Terms of Service serves not only as a tool for regulating legal relationships but also as a control mechanism within the digital system itself. This demonstrates that the platform's role is not merely that of a party to the agreement but also that of an actor with the ability to determine the boundaries and direction of interactions within the digital space. In this context, users are the party required to adapt to existing terms, resulting in a relationship that tends to be asymmetrical from the outset.

Normatively, Indonesian law does not prohibit the existence of standard clauses, but imposes strict limitations to prevent harm to consumers. Law No. 8 of 1999 on Consumer Protection explicitly prohibits clauses that shift liability away from business operators, grant unilateral authority, or unreasonably restrict consumer rights (Seran et al., 2025). In this regard, the warranty disclaimer clause in TikTok's Terms of Service—which states that the service is provided without any

warranty of continuity, reliability, or security—indicates an attempt to shift the entire risk onto the user. This condition is inconsistent with the principle of business liability, which requires businesses to guarantee the quality and continuity of the services they provide (Abdullah, 2021).

Within the framework of consumer protection, restrictions on standard terms are fundamentally intended to maintain a balance between businesses and consumers in a legal relationship. These regulations reflect the recognition that consumers are in a relatively weaker position, both in terms of information and their ability to influence the content of a contract. Therefore, the law exists to ensure that the freedom to contract is not abused by businesses to the detriment of consumer interests.

Clauses that shift all risk entirely to the user have the potential to blur the lines of liability between the service provider and the user. In the context of digital services, users often lack control over the systems they use, making it difficult to impose all risk on them (Setiadi & Utari, 2025). This indicates a mismatch between the user's position as a party dependent on the system and the burden of risk imposed through the existing clauses.

The existence of such clauses also raises issues regarding transparency and legal certainty. Users do not always fully understand the consequences of every provision they agree to, especially if the clauses are drafted in complex or general language. Consequently, there is a potential gap in understanding between the platform and the user, which may ultimately affect the protection of users' rights in practice.

Thus, regulations regarding standard clauses serve not only as formal limitations but also as instruments to ensure fairness in the legal relationship between businesses and consumers. In the context of digital platforms, these provisions become increasingly important given users' high dependence on the services provided. Therefore, any clause that could potentially harm consumers must be critically evaluated to prevent greater disparities in the practical use of digital services.

Furthermore, liability limitation clauses that cap compensation at a specific amount indicate an imbalance between the potential losses users may incur and the liability

imposed on the platform. In practice, the termination of services such as live streaming features can have significant impacts, both on users' digital activities and their economic well-being. However, such limitations on liability actually narrow the scope for users to obtain appropriate redress. This contradicts the principle of consumer protection, which emphasizes a balance between the rights and obligations of the parties in a legal relationship.

Another equally important clause is the platform's unilateral authority to deactivate accounts or terminate services without clear notice. This clause grants the platform broad discretion without any oversight mechanisms or protections for users. From a civil law perspective, this provision violates the principles of good faith and contractual balance. The implementation of the agreement should be carried out with due regard for the interests of both parties in a proportional manner, not merely to benefit one party (Budi, 2025).

This situation is further reinforced when viewed through the specific provisions in TikTok's Terms of Service, particularly those related to liability disclaimers. In Section 10 of the Terms of Service, TikTok explicitly states that the platform is not liable for any form of loss, including loss of profits, opportunities, or service disruptions resulting from changes to or the termination of the service. This provision indicates a systematic effort to limit or even eliminate the platform's liability for the consequences arising from the policies it implements (Wahid et al., 2025).

In Section 5 of the Terms of Service, the platform also reserves the right to remove content or restrict user access without prior notice and without any obligation to provide a specific reason. This clause demonstrates that the platform has broad discretion in controlling access to its services, without adequate transparency mechanisms for users. In practice, this condition has the potential to create legal uncertainty, as users have no certainty regarding the reasons or basis for the actions taken by the platform.

This unilateral authority is also affirmed in Section 4 of the Terms of Service, which grants the platform the right to deactivate a user's account at any time based on its own internal policies. The phrasing used in these

provisions indicates that the decision rests entirely with the platform, without any obligation to provide a clarification or defense process for users. This demonstrates that the legal relationship formed does not provide balanced protection, as one party has full control over the continuation of service access.

When examined as a whole, the combination of these clauses reveals a regulatory framework that tends to favor the platform's dominance in determining the rights and obligations of the parties. Provisions granting broad authority to the platform, coupled with significant limitations on liability, create a disproportionate legal relationship structure. Under such conditions, users are in a vulnerable position regarding policy changes that can directly impact their activities on the platform, without adequate protection within the framework of the applicable agreement (Nugraha & Fitriyanti, 2025).

The relevance of this clause becomes increasingly evident when considered in light of the events of August 31, 2025, when TikTok abruptly suspended its live-streaming feature without adequate notice. This incident demonstrates that the clause in the Terms of Service is not merely theoretical but is actually enforced in practice. The impact of this policy was felt directly by users, whether they used the platform for communication, self-expression, or economic activities. The lack of transparency and certainty in the policy highlights the weakness of protections for users as the affected parties.

This incident demonstrates that the policies adopted by the platform not only affect the technical aspects of service usage but also impact users' trust in the system they rely on. In the digital ecosystem, trust is a critical factor determining the sustainability of interactions between users and platforms. When a feature that has been actively used suddenly becomes inaccessible, this can create uncertainty that potentially erodes user trust in the stability of the services provided.

The sudden discontinuation of a feature also disrupts established patterns of user activity. Many users have incorporated specific features into their routines—whether for interacting, building an audience, or conducting digital activities.

When access to such features is restricted without clear explanation, users must quickly adapt to unplanned changes—a process that is often not always achievable in an optimal manner.

Furthermore, policies lacking clear information can fuel speculation among users. Ambiguity regarding the reasons, duration, or mechanisms of service suspension can trigger various interpretations, thereby complicating the situation. In such circumstances, users face not only access limitations but also information uncertainty that may influence their decisions regarding future platform usage (Irawan et al., 2025). These provisions indicate a systematic effort to limit or even eliminate the platform's liability for the consequences arising from the policies it implements.

The suspension of the live streaming feature not only reflects the implementation of a clause in the Terms of Service but also demonstrates how platform policies can have far-reaching effects on users' experiences and positions within the digital ecosystem. This situation underscores that every policy adopted by a platform carries consequences that are not merely technical but also relate to aspects of trust, certainty, and the sustainability of users' service usage.

When analyzed through the "das sollen" and "das sein" approach, a gap is evident between applicable legal provisions and actual practices. Normatively, the law mandates that businesses must provide clear information, act in good faith, and be accountable for the impacts resulting from their services. However, in practice, platforms use standard clauses as a basis to expand their authority and limit their liability (Dellia et al., 2026). This gap indicates that the development of digital technology has not yet been fully matched by the effectiveness of existing regulations.

From a civil law perspective, the existence of Terms of Service as a contract must still be subject to the provisions of Article 1338 of the Civil Code, which requires that contracts be performed in good faith. Furthermore, contracts must not conflict with applicable laws and regulations (Holipah, 2025). A clause that grants excessive unilateral authority or disproportionately limits liability may be

deemed unenforceable. Thus, a platform cannot completely absolve itself of legal liability merely by relying on standard terms it has unilaterally established (Kadek et al., 2025).

From a digital law perspective, TikTok's status as an Electronic System Operator also carries its own legal implications. Under the Information Act (Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, 2008) and the Electronic Transactions Law and Government Regulation No. 71 of 2019 (Peraturan Pemerintah Nomor 71 Tahun 2019 Tentang Penyelenggaraan Sistem Dan Transaksi Elektronik, 2019), Operators of electronic systems are required to operate their systems in a reliable, secure, and responsible manner. The sudden suspension of services without notice indicates that these obligations are not being fulfilled properly (V, 2026). This reinforces the argument that the platform remains responsible for the consequences of the policies it implements.

Thus, it can be concluded that the standard clause in TikTok's Terms of Service, which serves as the basis for the suspension of the live streaming feature, is normatively inconsistent with the principle of consumer protection. This clause tends to create an imbalance in the legal relationship between the platform and users. Therefore, the platform remains legally responsible for the policies it implements, and the standard clause cannot be used as a basis to avoid such liability.

Civil Protection for Consumers Resulting from Unilateral Access Restrictions by Digital Platforms

Civil protection for users in cases of unilateral access restrictions imposed by digital platforms is fundamentally rooted in the legal relationship established through the Terms of Service as a form of electronic agreement. In this relationship, platforms such as TikTok are not merely positioned as service providers in the conventional sense, but rather as operators of electronic systems that provide technology-based digital facilities (Renjaan, 2025).

In this context, the relationship between the platform and the user cannot be understood merely as a relationship involving the use of technology, but also as a legal relationship that gives rise to civil

consequences (Sucipto et al., 2026) When users access and utilize the features provided, a relationship is indirectly established that entails rights and obligations for each party. The platform is obligated to provide a system that is accessible and can be used as intended, while users are obligated to comply with the terms and conditions established for the use of the service.

The nature of electronic agreements within digital platforms has distinct characteristics that set them apart from conventional agreements. The legal relationship formed is not based on direct interaction between the parties, but rather through a system pre-designed by the platform. This results in the legal relationship being highly dependent on mechanisms internally regulated by the platform, meaning users have no significant control over the content or changes to the applicable terms.

The platform's role as an operator of an electronic system also indicates that the legal relationship formed is not merely bilateral but is integrated into a broader system. The platform interacts not just with a single user but with millions of other users simultaneously, so the rules established tend to be general and uniform. This situation demonstrates that protection for users cannot be viewed solely from an individual perspective but must also account for the collective nature of digital platform usage.

Consequently, civil protection in the context of access restrictions imposed by digital platforms must be understood within the framework of a legal relationship that is both unique and dynamic. This relationship depends not only on formal agreements in electronic contracts but also on how the system is actually operated in practice (Indarta, 2025). Therefore, it is important to view the relationship between the platform and the user more comprehensively, as a basis for assessing the extent to which legal protection can be provided in response to policies adopted by the platform.

However, the legal relationship formed remains contractual in nature due to the agreement between the parties, and is therefore subject to the provisions of civil law and the principles of consumer

protection. Thus, every action taken by the platform in managing its services must remain within the legal framework governing that contractual relationship.

From the perspective of the Civil Code, Terms of Service constitute a binding agreement between the parties, as stipulated in Article 1338, which affirms that every agreement is binding on the parties who enter into it (Leonard Silubun & Setiawan Sinaga, 2024). However, the enforceability of such terms cannot be separated from the principle of good faith, which must underpin the performance of a contract. This principle requires honesty, transparency, and respect for the interests of the other party. In the context of unilaterally restricting access to live streaming without adequate notice, such action demonstrates a violation of the principle of good faith because users are not given the opportunity to understand the changes, make adjustments, or mitigate the impacts arising from the policy. This situation indicates that although the agreement remains formally valid, its implementation may be questioned if it does not reflect the principle of fairness.

Within the framework of Law No. 8 of 1999 on Consumer Protection (Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, 1999), The relationship between the platform and the user continues to position the user as a consumer in the broadest sense—that is, a party who utilizes a service for their own benefit. Therefore, users possess fundamental rights that must be protected, as stipulated in Article 4. One such relevant right in this context is the right to receive accurate, clear, and truthful information regarding the terms and guarantees of the service being used. When a platform suddenly restricts access without adequate notice, this situation indicates that the right to information is not being fully upheld.

Article 4 also stipulates that consumers are entitled to comfort, security, and safety when using goods and/or services. In the context of digital platforms, comfort and security are not limited to technical aspects of the system but also encompass certainty in the use of available features. Restricting access to features that have been actively used without clear justification can undermine users' sense of security when

interacting within the platform. This demonstrates that consumer protection extends not only to service quality but also to the stability and certainty of access provided.

The obligations of business operators, as stipulated in Article 7 of the Consumer Protection Law, emphasize that business operators must act in good faith in conducting their business activities and provide accurate, clear, and honest information regarding the terms of the services offered. In this regard, the platform, as the operator of an electronic system, cannot absolve itself of these obligations. When access restriction policies are implemented without adequate transparency, the obligation to provide clear information may be deemed not fully fulfilled.

The Consumer Protection Law also provides protection against standard clauses that are detrimental to consumers, as stipulated in Article 18(1). This provision prohibits business operators from including clauses that grant unilateral authority or disproportionately reduce consumer rights. In the context of access restrictions by digital platforms, clauses that allow for changes or termination of services without notice have the potential to conflict with this principle. Therefore, the existence of such clauses must be critically evaluated to prevent an imbalance that disadvantages users in the resulting legal relationship.

In the contractual relationship between the platform and the user, there is a reasonable expectation on the part of the user regarding the continued availability of the services provided. This expectation is not always explicitly stated in the agreement, but arises from ongoing usage practices and the platform's role as the primary means of digital activity (Wafi, 2025). When a feature that has become an integral part of the system is abruptly discontinued, this may be viewed as a failure on the part of the platform to fulfill its obligation to maintain the consistency and continuity of its services. In this context, unilateral access restrictions have the potential to result in legal consequences in the form of an obligation to provide compensation for resulting losses, provided that such losses can be rationally proven

and are related to the policy adopted by the platform.

Under Law No. 8 of 1999 on Consumer Protection, users may still be classified as consumers in the broad sense—that is, parties who utilize a facility or service for their own benefit. Therefore, users have the right to comfort, security, and certainty in using the platform (Permata & Haryanto, 2022). As stipulated in Article 4, this right also includes the right to receive accurate, clear, and truthful information regarding the terms of the service being used. Restricting access without adequate notice indicates that the right to information has not been fulfilled, thereby creating uncertainty in the use of the platform and potentially harming users.

On the other hand, the platform, as a business entity, has a duty to act in good faith and provide transparent information as stipulated in Article 7 of the Consumer Protection Law. This duty applies not only at the initial stage of service use but also in every policy change that affects users. When the platform restricts access without adequate communication, this duty is not fulfilled optimally. Furthermore, Article 19 of the Consumer Protection Law stipulates that business entities are liable to provide compensation for losses arising from the use of the services provided. Thus, this liability remains in effect even if the Terms of Service contain clauses that seek to limit or transfer liability.

In the context of digital law, the platform's status as an Electronic System Operator reinforces these obligations. Under the Electronic Information and Transactions Law and Government Regulation No. 71 of 2019, electronic system operators are required to operate their systems in a reliable, secure, and responsible manner (Nur et al., 2024). These obligations encompass service continuity, transparency of information, and the protection of users' interests. Restricting access abruptly without notice indicates that these principles of reliability and accountability are not fully met, thereby potentially creating legal uncertainty for users.

Furthermore, restricting access to features within a digital platform also relates to users' rights to obtain and convey information, as guaranteed under Article

28F of the 1945 Constitution. In this context, digital platforms serve not only as technological tools but also as spaces for social interaction and public communication (Zaxrie et al., 2024). Therefore, any restriction imposed without a transparent and proportionate basis may result in a reduction of users' rights to utilize that digital space.

Consequently, civil protection for users in cases of unilateral access restrictions by digital platforms does not rely solely on contractual relationships but is also reinforced by consumer protection principles and regulations governing electronic systems. As providers of digital services, platforms retain a legal responsibility to ensure that any policies implemented do not cause disproportionate harm to users. Standard clauses in Terms of Service cannot be used as a basis to avoid such liability, as under Indonesian law, every agreement must be executed in accordance with the principles of justice, balance, and legal certainty (Aqsa Muhairir & Yadi Harahap, 2025).

4. CONCLUSION

This study examines how the presence of standard clauses in TikTok's Terms of Service not only serves as a tool for regulating service usage but also reflects an imbalance in the legal relationship between the platform and users. Clauses that grant broad authority to the platform, particularly regarding the unilateral restriction of service access, indicate that users are in a weaker position when it comes to determining or upholding their rights. Although such electronic agreements are formally valid and binding, their implementation must still adhere to the principles of good faith, balance, and consumer protection as stipulated in the Indonesian legal system. The discontinuation of the live streaming feature on August 31, 2025, serves as a concrete illustration that provisions in electronic agreements can have tangible consequences that do not always align with legal protection principles, particularly regarding transparency, certainty, and the protection of user interests.

From a civil protection perspective, the relationship between the platform and the user cannot be understood solely as a formal contractual relationship, but must

also be viewed in terms of how that relationship is carried out in practice. As operators of electronic systems, platforms remain legally responsible for the policies they implement, particularly if such policies cause harm or uncertainty for users. Standard clauses cannot be used as a justification to disregard this responsibility, as the law imposes limitations on the content and implementation of agreements to prevent harm to parties in a weaker position.

However, this study has limitations because it employs a normative approach focused on a specific case, and thus does not fully reflect the variations in practice that may occur on other digital platforms. Therefore, further empirical research is needed to obtain a broader understanding of the impact of platform policies on users. Additionally, strengthening regulations and oversight of standard clauses in electronic agreements is crucial to ensuring a balance in digital legal relationships. On the other hand, increasing user awareness of the content and implications of Terms of Service is also necessary so that users can better understand their legal standing. Thus, legal protection within the digital ecosystem can evolve in a more equitable, adaptive, and responsive manner to the ever-changing dynamics of technology.

REFERENCES

- abdullah, M. N. (2021). *Tanggungjawab Perusahaan Tiktok Terhadap Kebocoran Kerahasiaan Data Pribadi Konsumen*.
- Aqsa Muhairir, M., & Yadi Harahap, M. (2025). *Ketidakseimbangan Penentuan Klausula Baku Dalam Kontrak Pembiayaan Modal Kerja (Studi Putusan No. 13/Pdt.G/2011/Pn. End)*. 9(5), 1063–1079.
- Budi, G. S. (2025). *Perkembangan Asas Kebebasan Berkontrak Dalam Praktik Hukum Perdata Di Indonesia*. 3(1), 139–148.
- Clarissa, I., Sipasulta, N., Aditya, M., Putra, P., Udayana, U., Klod, D. P., & Denpasar, K. (2025). *Analisis Yuridis Terhadap Terms And Conditions Pada Platform Digital Sebagai Bentuk Kontrak*. 3(10).
- Dellia, R., Silvia, M., & Kamila, D. (2026). *Dilema Moral Dan Etika Profesi Advokat : Analisis Kesenjangan Antara Das Sollen Dan Das Sein Dalam Praktik Hukum Di Indonesia*. <https://doi.org/10.1111/Dassollen.Xxxx> xxx

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- Detik Finance, T. (2025). *Live Tiktok Dimatikan, Pedagang Umkm Bisa Terdampak*. Detik. <https://www.detik.com/sumut/berita/d-8090711/live-tiktok-dimatikan-pedagang-umkm-bisa-terdampak>
- Diana, B. A., & Sari, J. A. (2024). *Dampak Transformasi Digitalisasi Terhadap Perubahan Perilaku Masyarakat Pedesaan*. 9(2), 88–96.
- Faisal, G., & Eldi, R. P. (2025). *Kewenangan Pemerintah Dalam Mengatur Kasus Hoax Di Media Sosial Yang Terjadi Di Indonesia*. 4(4), 4708–4714.
- Filmadina, N., Monica, T., Setiawan, F., & Adonara, F. F. (2025). *Pengembangan Hukum Perjanjian Dalam Era Digitalisasi Di Ekonomi Indonesia*. 5889–5898.
- Holipah, S. (2025). *Tinjauan Yuridis Penggunaan Hak Opsi Di Awal Perikatan Pada Perjanjian Sewa Guna Usaha Kendaraan Truk*.
- Hutagalung, K., & Afrita, I. (2021). *Perlindungan Hukum Konsumen Terhadap Perjanjian Baku Yang Merugikan Konsumen*. 10(8), 207–231.
- Indarta, Y. (2025). *Cyber Law: Dimensi Hukum Dalam Era Digi*. Pustaka Galeri Mandiri.
- Irawan, E. P., Minarsi, A., Rianty, E., Halim, B., Putri, R. N. I., & Juansa, A. (2025). *Komunikasi Pelayanan Publik*. Star Digital Publishing.
- Kadek, D., Patria, K., & Rokhim, A. (2025). *Klausula Eksonerasi Dalam E-Commerce: Antara Kebebasan Berkontrak Dan Penyalahgunaan Keadaan*. 8(3), 1743–1757.
- Leonard Silubun, Y., & Setiawan Sinaga, J. (2024). *Implikasi Hukum Klausula Baku Dalam Terms Of Servicetiktok Terhadap Upaya Perlindungan Hak Cipta*. 5, 401–414. <https://doi.org/10.22437/zaaken.v5i3.37425>
- Naim, A. A. U. (2023). *Analisis Yuridis Perjanjian Penggunaan Aplikasi Ovo Dalam Perspektif Hukum Perdata*.
- Nugraha, B., & Fitriyanti, F. (2025). *Antara UU Dan Kebijakan Platform: Nasib Umkm Yang Hidup Dari Jualan Online*. 4(3), 1896–1909.
- Nur, A. W., Muqita, B., Mentari, D., & Mustafa, D. W. (2024). *Tanggung Jawab Pelaksana Sistem Elektronik Dalam Melindungi Informasi Pemakai Media Sosial Menurut Undang-Undang Nomor 19 Tahun 2016 Mengenai Informasi Dan Transaksi Elektronik*. 3(1), 18–29.
- Peraturan Pemerintah Nomor 71 Tahun 2019 Tentang Penyelenggaraan Sistem Dan Transaksi Elektronik. (2019).
- Permata, S., & Haryanto, H. (2022). *Perlindungan Hukum Terhadap Pengguna Aplikasi Shopee Pay Later*. 4(8), 33–47.
- Pertiwi, E., Jaman, U. B., & Malik, M. R. A. (2025). *Hukum Dalam Bayangan Platform: Merekonstruksi Status Dan Perlindungan Pekerja Ekonomi Gig Di Indonesia*. Pt Arunika Aksa Karya.
- Pradhana, K. S., & Saputro, E. P. (2025). *Pengaruh Live Tiktok Shop Terhadap Perilaku Konsumtif Di Kalangan Pengguna Tiktok The Influence Of Live Tiktok Shop On Consumer Behavior Among Tiktok Users*. 13(1), 97–114.
- Rahman, A. (2026). *Perlindungan Hukum Bagi Konsumen Pada Perjanjian Baku Shopee Pinjam*.
- Redaksi. (2025). *Tiktok Live Dihentikan Sementara, Umkm Menjerit*. <https://thestance.id/tiktok-live-dihentikan-sementara-umkm-menjerit>
- Renjaan, H. (2025). *Implikasi Hukum Perjanjian Elektronik Dalam Transaksi Bisnis Digital Di Era Ekonomi Berbasis Platform: Analisis Terhadap Validitas Dan Risiko Hukum*. Patriot. 18(11), 125–132.
- Rhamadi, A. D., & Suherman, S. (2023). *Analisis Kualitas Pelayanan Terhadap Tingkat Kepuasan Konsumen Coffee Shop*. 5, 435–445.
- Seran, D. F., Wijaya, A., & Nugraha, S. (2025). *Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen*. 5.
- Setiadi, M. R., & Utari, I. S. (2025). *Penerapan Klausula Eksonerasi Pada Syarat Dan Ketentuan Pengguna M-Banking*. In *Bookchapter Hukum Dan Lingkungan* (Pp. 1178–1206).
- Setiawan, Z., Widyastuti, T. A. R., Kusumastuti, S. Y., Darmun, D., Tanti, T., Irmadiani, N. D., & Judijanto, L. (2024). *Basic Digital Business*. Pt. Green Pustaka Indonesia.
- Sucipto, A., Larasati, A., & Purnama, D. A. (2026). *Konvergensi Hukum Perdata Dan Teknologi: Kajian Terhadap Model Perjanjian Otomatis Pada Platform Fintech*. *Jurnal Hukum Forum Yuridicum*, 2(1), 60–72.
- Suryawin, P. C., Firdaus, M. R., & Haryati, E. (2026). *Analisis Yuridis Terms And Condition Platform Tiktok Terhadap Pilihan Hukum, Pilihan Forum, Klausul Baku Eksonerasi, Dan Perlindungan Data Pribadi*. 2(2), 125–137.
- Syafieq Ihza Setiawan, M. (2026). *Pertanggung Jawaban Penyedia Platform Digital Atas*
-

Penyebaran Hoax Oleh Pengguna.

Undang-Undang Dasar 1945. (1945).

Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. (2008).

Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. (1999).

V, S. (2026). *Perlindungan Hukum Terhadap Drivver Maxim Atas Pembatalan Layanan Ojek Online Secara Sepihak Oleh Konsumen Di Kota Jambi.* 49–74.

Wafi, N. H. (2025). *Dekonstruksi Hubungan Kemitraan Pada Ekonomi Gig: Tinjauan Yuridis Terhadap Kontrol Algoritmik Dan Kebebasan Semu Dalam Kontrak.* 1(2).

Wahid, A. I., Fachrur, M., Mahka, R., & Jaya, K. (2025). *Tanggung Jawab Perdata Terhadap Platform Digital Terhadap Kerugian Konsumen Civil Liability Of Digital Platforms For Consumer Losses.* 8(12), 8726–8733.
<https://doi.org/10.56338/jks.v8i12.7580>

Waluyo, B. (1996). *Metode Penelitian Hukum.*

Zaxrie, S. A., Rina, N., Thoibah, S., & Putri, K. (2024). *Peran Media Sosial Sebagai Saluran Komunikasi Digital Dalam Kehumasan.* 3(1), 26–39.