



JiHK is licensed under a Creative Commons Attribution 4.0 International license, which permits unrestricted use, distribution, and reproduction in any medium, provided the original work is properly cited.



DOI: 10.46924/jihk.v7i2.371



Validity of Account-Blocking Clauses in Standard Agreements Between Crypto-Asset Platforms and Consumers in Indonesia

Christopher Andrew Winata^{1*} & Ida Kurnia²

^{1,2}Universitas Tarumanagara
Jakarta, Indonesia

Correspondence

Christopher Andrew Winata,
Universitas Tarumanagara Jakarta
Indonesia, Letjen S. Parman St
No.1, RT.6/RW.16, Tomang,
Grogol Petamburan, West Jakarta
City, Jakarta 11440, e-mail:
christopher.205220013@stu.untar.
ac.id

How to cite

Winata, Christopher Andrew., &
Kurnia, Ida. 2026. Validity of
Account-Blocking Clauses in
Standard Agreements Between
Crypto-Asset Platforms and
Consumers in Indonesia. *Jurnal
Ilmu Hukum Kyadiren* 7(2), 1082-
1095.
<https://doi.org/10.46924/jihk.v7i2.371>

Original Article

Abstract

The rapid growth of crypto-asset transactions in Indonesia has led to an increased reliance on electronic agreements containing standard clauses unilaterally drafted by digital platforms. However, the unilateral authority to block user accounts raises concerns regarding legal validity and potential violations of consumer rights. This study examines the legal framework governing standard clauses in electronic agreements on crypto-asset platforms and assesses the validity of account-blocking clauses under the Consumer Protection Law (UUPK) and the Indonesian Civil Code (KUH Perdata). Using a normative juridical method, the research analyzes statutory regulations, court decisions, and relevant literature. The findings indicate that although the standard clause satisfies the elements of a valid agreement under Article 1320 of the Civil Code, a unilateral account-blocking clause violates Article 18 of the UUPK because it grants disproportionate authority to business actors and may undermine consumer rights without a legitimate legal basis. The study concludes that account blocking is legally valid only when conducted pursuant to an order issued by a competent authority and in accordance with consumer protection principles.

Keywords: *Standard Clauses, Standard Agreements, Consumer Protection, Crypto Assets*

Abstrak

Pertumbuhan transaksi aset kripto di Indonesia meningkatkan penggunaan perjanjian elektronik berbasis klausula baku yang disusun sepihak oleh platform digital. Namun, kewenangan pemblokiran akun secara sepihak menimbulkan persoalan keabsahan hukum dan potensi pelanggaran hak konsumen. Penelitian ini bertujuan menganalisis pengaturan hukum mengenai klausula baku dalam perjanjian elektronik pada platform aset kripto serta menilai keabsahan klausula pemblokiran akun dari perspektif UUPK dan KUH Perdata. Metode penelitian yang digunakan adalah pendekatan yuridis normatif melalui analisis peraturan perundang-undangan, studi putusan, dan telaah literatur. Hasil penelitian menunjukkan bahwa meskipun klausula baku memenuhi unsur kesepakatan Pasal 1320 KUH Perdata, klausula pemblokiran akun sepihak melanggar ketentuan Pasal 18 UUPK karena memberi kewenangan tidak proporsional kepada pelaku usaha dan berpotensi mengurangi hak konsumen tanpa dasar hukum yang sah. Penelitian menyimpulkan bahwa pemblokiran akun hanya sah apabila dilakukan berdasarkan perintah instansi berwenang dan sesuai prinsip perlindungan konsumen.

Kata kunci: *Klausula Baku, Perjanjian Baku, Perlindungan Konsumen, Aset Kripto*

1. INTRODUCTION

The development of digital technology over the past two decades has reshaped nearly every aspect of human life, including the economic and trade sectors. The transition into the Web 3.0 era—characterized by the use of blockchain technology, artificial intelligence (AI), and the Internet of Things (IoT)—has facilitated the emergence of a decentralized digital financial ecosystem. One of the most significant innovations arising from this transformation is cryptocurrency, a blockchain-based digital asset that offers security, transparency, and high efficiency in transactions and investments.¹

In Indonesia, the growth of crypto assets has been remarkably rapid. According to CNBC Indonesia, as of March 2025 the number of crypto investors increased from 13.31 million to 13.71 million, with transaction values reaching IDR 32.45 trillion. This figure is projected to rise to 28.65 million investors by the end of 2025, demonstrating that crypto assets have become a highly favored investment instrument among the public.² This development is closely linked to the role of major trading platforms such as PT Indodax Nasional Indonesia (Indodax), which, since 2014, has become one of the largest crypto exchanges in Indonesia and is officially registered with the Commodity Futures Trading Regulatory Agency (BAPPEBTI).³

As a digital platform, the legal relationship between Indodax and its users is established through electronic agreements or e-contracts presented in the form of General Terms and Conditions (SKU). A defining feature of such contracts is the use of standard clauses unilaterally drafted by the platform, which consumers must accept without negotiation.⁴ Problems arise when these standard clauses grant the platform unilateral authority to block user accounts without providing a proportionate mechanism for objection. Such a practice has the potential to create an imbalance in the legal relationship between business actors and consumers, particularly when account blocking may result in substantial financial losses.

This issue became evident in South Jakarta District Court Decision Number 605/Pdt.G/2022/PN Jkt.Sel, where an Indodax user sued the company after his account was unilaterally blocked, with crypto-asset holdings valued at more than IDR 9.6 billion. However, the court dismissed the lawsuit, ruling that the platform had not committed an unlawful act and failing to conduct a substantive review of the standard clauses used as the basis for the blocking. This decision has reignited debate regarding

¹ Alfred M Sondakh, *Berburu Bitcoin* (Jakarta: PT. Gramedia Widiasarana Indonesia, 2016).

² Mentari Puspadini, "Investor Kripto RI Diprediksi Tembus 28,65 Juta Akhir Tahun 2025," CNBC Indonesia, 2025, <https://www.cnbcindonesia.com/market/20250519164406-17-634426/investor-kripto-ri-diprediksi-tembus-2865-juta-akhir-tahun-2025>.

³ Ananta Bangun, "Apa Itu Platform Perdagangan Kripto Indodax?," [blockchainmedia.id](https://blockchainmedia.id/apa-itu-platform-perdagangan-kripto-indodax/), 2023, <https://blockchainmedia.id/apa-itu-platform-perdagangan-kripto-indodax/>.

⁴ Indodax, "Syarat Dan Ketentuan Umum," Indodax, 2022, <https://help.indodax.com/hc/id/articles/4416650994585-SYARAT-DAN-KETENTUAN-UMUM>.

the extent to which standard clauses may limit consumer rights in digital contractual relationships.

Under Indonesian positive law, Law Number 8 of 1999 on Consumer Protection (UUPK) explicitly prohibits business actors from including clauses that grant unilateral rights to reduce consumer benefits or assets, as stated in Article 18(1)(f). Any clause that violates this provision is deemed null and void under Article 18(3).⁵ Accordingly, the legal framework provides normative safeguards intended to protect consumers from exploitative contractual practices.

Seran et al. emphasized that digital agreements are increasingly dominated by standard clauses unilaterally drafted by business actors. From the perspective of the Civil Code, such clauses may be considered valid so long as they meet the essential elements of a lawful agreement. However, their research indicates that standard clauses in digital services often have the potential to harm consumers due to the absence of negotiation and the unequal bargaining power between the parties. Their findings underscore the need for regulatory refinement and stronger standards governing standard clauses to ensure adequate consumer protection in the digital era.⁶

Patricia and Adam examined the regulatory aspects of exoneration clauses in electronic contracts. They found that despite the prohibition in the Consumer Protection Law against clauses that diminish the responsibilities of business actors, many e-commerce entities continue to include exoneration clauses in standard contracts. The case involving Angga Saputra Ariyanto illustrates the weak enforcement of legal obligations when business actors fail to provide compensation to consumers. Their study therefore highlights the need for stronger governmental oversight of standard clauses that have the potential to shift or evade business responsibilities.⁷

On the other hand, Puspasari's study examined the risks associated with crypto-asset transactions within the framework of commodity futures trading. She emphasized that although crypto-asset trading has been accommodated under Bappebti regulations, investor protection remains insufficient, particularly regarding cybercrime risks, asset loss due to hacking, and the absence of clear underlying assets. Shabrina argued that BAPPEBTI regulations do not fully provide comprehensive protection for investors harmed by third-party actions or system vulnerabilities.⁸

⁵ Pemerintah Republik Indonesia, "Undang-Undang (UU) Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" (1999), <https://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999>.

⁶ Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen," *Innovative: Journal of Social Science Research* 5, no. 2 (2025): 3654–3676, <https://doi.org/10.31004/innovative.v5i2.18721>.

⁷ Tiara Patricia and Richard C. Adam, "Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce," *Unes Law Review* 6, no. 2 (2023): 5114–22, <https://doi.org/10.31933/unesrev.v6i2.1342>.

⁸ Shabrina Puspasari, "Perlindungan Hukum Bagi Investor Pada Transaksi Aset Kripto Dalam Bursa Berjangka Komoditi," *Jurist-Diction* 3, no. 1 (2020): 303–330, <https://doi.org/10.20473/jd.v3i1.17638>.

Priambodo complements these findings by identifying that legal protection for crypto-asset transactions in Indonesia is supported by several legal instruments, including the Civil Code, the Electronic Information and Transactions Law (ITE Law), and Ministry of Trade regulations on general futures trading policies. Nevertheless, weaknesses persist in the form of overlapping and inconsistent supervision among regulatory institutions. In addition, hacking risks remain high, while mitigation measures have not been prioritized in existing regulations. This indicates that regulatory harmonization among state institutions continues to be a critical issue.⁹

Furthermore, the study by Zahra et al. focused on dispute-resolution mechanisms in the physical trading of crypto assets. They criticized the presence of dispute-resolution clauses on crypto platforms that do not comply with Bappebti Regulation No. 8 of 2021. Their findings conclude that although dispute-resolution mechanisms stipulated in user agreements are legally binding (*pactum de compromittendo*), crypto platforms may still be subject to administrative sanctions if they fail to adhere to regulatory requirements. This demonstrates a misalignment between the implementation of contractual clauses and compliance with regulatory obligations.¹⁰

From a different perspective, Pratama et al. examined the application of standard clauses in Vexanium blockchain-based smart contracts. They found that smart contracts often lack explicit information regarding contractual terms, which may render the agreement invalid due to a lack of clarity under contract law. Their research underscores the importance of caution when applying standard clauses in automated contract systems, especially given the immutability of blockchain technology once the agreement has been executed.¹¹

Research by Yudistira and Yustiawan explored the liability of exchanges for consumer asset losses. Although the Financial Services Authority (OJK) issued Regulation (POJK) No. 27 of 2024 concerning the supervision of crypto assets, this regulation does not yet specify the nature of exchange liability in cases of asset loss. In practice, consumers must rely on the Civil Code and POJK 22/2023 to seek compensation. This highlights a regulatory gap regarding consumer protection in the context of exchange liability.¹²

⁹ Galih Priambodo, "Tinjauan Yuridis Terhadap Investasi Aset Kripto Berdasarkan Peraturan Badan Pengawas Perdagangan Berjangka Komoditi Nomor 5 Tahun 2019," *Lex Crimen* 11, no. 6 (2022): 1–15, <https://ejournal.unsrat.ac.id/v2/index.php/lexcrimen/article/view/44360>.

¹⁰ Tifani Haura Zahra, Susilowati Suparto, and Helitha Novianty Muchtar, "Dispute Resolution in User Agreement on Cryptocurrency Sales Platform That Are Not Based on Indonesian Legislation," *Media Hukum Indonesia* 2, no. 1 (2024): 85–94, <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/228>.

¹¹ Sandika Putra Pratama, Sandika Putra Pratama, and Mochamad Tanzil Multazam, "Penerapan Prinsip Klausula Baku Di Smart Contract Berbasis Blockchain Problematika Perlindungan Konsumen Di Vyndao," *UMSIDA Preprints Server*, 2023, 1–14, <https://doi.org/10.21070/ups.2241>.

¹² Kadek Yudistira and Dewa Gede Pradnya Yustiawan, "Pertanggungjawaban Exchange Kripto Terhadap Hilangnya Aset Konsumen," *Kertha Desa* 12, no. 11 (2024): 4873–84, <https://ojs.unud.ac.id/index.php/kerthadesa/article/view/120442>.

Across the existing literature, several recurring issues are evident: imbalanced contractual relationships in digital agreements, weak regulatory oversight, uncertainty in dispute-resolution mechanisms, and the absence of detailed regulations governing the liability of crypto-asset platforms. However, these studies have not specifically examined the validity of account-blocking clauses in electronic agreements used by crypto-asset platforms, particularly when such blocking is carried out unilaterally and results in financial losses for consumers.

The case of *Munawar Chalid v. Indodax* (South Jakarta District Court Decision No. 605/Pdt.G/2022/PN Jkt.Sel) demonstrates that the court failed to thoroughly examine the legality of the standard clauses used as the basis for account blocking. In fact, Article 18 of the Consumer Protection Law explicitly prohibits the inclusion of clauses granting businesses unilateral authority to reduce consumers' benefits or assets. This discrepancy between the normative framework of consumer protection and judicial decisions requires further scholarly attention.

Previous studies have addressed issues related to standard clauses, consumer protection in digital transactions, and the regulatory oversight of crypto assets. However, no research has specifically examined the validity of account-blocking clauses in electronic agreements on crypto-asset platforms, particularly when such actions are taken unilaterally and result in financial losses, as illustrated in the *Indodax* case. This gap underscores the need for a comprehensive analysis of whether such blocking clauses violate Article 18 of the Consumer Protection Law and how they are positioned within contemporary contract law. The originality of this study lies in its focus on the legality and consumer-protection implications of blocking crypto-asset accounts. Based on this background, this research aims to:

- 1) Analyze the legal provisions governing standard clauses in electronic agreements, particularly those used by crypto-asset trading platforms; and
- 2) Assess the validity of account-blocking clauses unilaterally imposed by crypto-asset platforms from the perspective of the Consumer Protection Law and the Civil Code.

2. RESEARCH METHODOLOGY

This study employs a normative juridical method, focusing on the analysis of legal norms, doctrines, and principles governing standard clauses, electronic contracts, consumer protection, and account-blocking practices on crypto-asset trading platforms in Indonesia. This method is appropriate because the issues examined concern the interpretation of written legal provisions and their alignment with digital business practices.

Three approaches are utilized: a statutory approach to analyze the Civil Code, the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (ITE Law), Bappebti regulations, and OJK Regulations (POJK) related to digital financial services; a conceptual approach to examine the nature of standard clauses, the validity of electronic contracts, the principles of digital consumer protection, and the limits of freedom of contract; and a case approach through an analysis of the South Jakarta District Court Decision No. 605/Pdt.G/2022/PN Jkt.Sel to assess the court's reasoning and its relevance to consumer protection law.

Legal materials—comprising primary, secondary, and tertiary sources—were collected through literature review and searches of legal databases. The analysis employs a qualitative, prescriptive approach through description, interpretation, and evaluation to assess the validity of the unilateral account-blocking clause in Indodax's General Terms and Conditions (SKU) and its implications for legal certainty. The scope of the study centers on standard clauses, the legality of the exchange's actions, and the relevance of consumer protection in the digital economy. Validity is ensured through the triangulation of legal materials and consistency in analytical reasoning.

3. RESEARCH RESULT AND DISCUSSION

3.1. Legal Regulations on the Applicability and Validity of Standard Clauses in Electronic Agreements

This study specifically examines the legal framework governing the enforceability and validity of standard clauses in electronic agreements, particularly within the context of crypto-asset trading platforms. The primary focus is on how contract law principles under the Civil Code interact with the consumer protection regime established in the Consumer Protection Law (UUPK), and how both frameworks respond to the technological and digital characteristics of electronic contracts used by crypto-asset platforms such as Indodax. Accordingly, this research seeks to provide a comprehensive understanding of the limitations, legitimacy, and legal implications of including standard clauses that permit unilateral account blocking by business actors.

An analysis of statutory regulations, legal scholarship, and court decisions indicates that standard clauses in electronic agreements for crypto-asset trading operate at the intersection of the principle of freedom of contract—which emphasizes party autonomy—and the principle of consumer protection—which restricts detrimental contractual terms.

Under the Civil Code, an agreement is valid if it satisfies the four requirements of Article 1320: consent, legal capacity, a specific object, and a lawful cause. Article 1338 provides that a valid agreement is legally binding on the parties. However, this principle is not absolute; it is limited by Article 1337, which prohibits agreements contrary to

morality or public order.¹³ Clauses granting businesses unilateral authority to reduce consumer benefits or assets are explicitly prohibited under Article 18(1)(f) of the Consumer Protection Law, and Article 18(3) declares such clauses null and void.

The research findings indicate that Indodax's General Terms and Conditions (SKU) contain a clause granting the platform unilateral authority to deactivate user accounts without a proportional objection mechanism or an obligation to provide compensation. This constitutes an exoneration clause, which in many cases functions to limit or eliminate the liability of business actors. From a consumer protection perspective, this clause meets the criteria for a prohibited provision.

An analysis of the South Jakarta District Court Decision No. 605/Pdt.G/2022/PN Jkt.Sel shows that the court did not assess the validity of the standard clauses but instead confined its examination to whether an unlawful act had occurred. This reflects a gap in judicial analysis concerning consumer protection in cases involving digital platforms that rely on standard clauses. This research confirms the following:

- 1) Standard clauses in electronic agreements on crypto-asset platforms are valid under the Civil Code as long as they meet the requirements of contractual validity; however, they are not automatically valid under the Consumer Protection Law (UUPK) if they are detrimental to consumers.
- 2) The unilateral account-blocking clause in the Indodax SKU falls within the category of prohibited clauses under Article 18(1)(f) of the UUPK.
- 3) Pursuant to Article 18(3) of the UUPK, such a clause is null and void; therefore, account blocking based on this clause lacks a valid legal basis.
- 4) Regulations issued by Bappebti, the Financial Services Authority (OJK), and the Civil Code do not yet provide explicit standards regarding limitations on the use of standard clauses by crypto-asset platforms, thereby creating a regulatory gray area.
- 5) Jurisprudence, such as the South Jakarta District Court decision, does not fully protect consumers because it fails to examine the validity of standard clauses, even though these clauses form the basis for the actions taken by business actors.

The results of this study are consistent with and extend the findings of previous research. Seran et al. demonstrated a conflict between freedom of contract and consumer protection in digital contracts.¹⁴ The present study confirms this tension and provides concrete case evidence from the crypto-asset industry. Patricia and Adam emphasized that the use of exoneration clauses in electronic contracts remains

¹³ R. Subekti and R. Tjitrosudibio, *Kltab Undang-Undang Hukum Perdata: Burgerlijk Wetboek* (Jakarta: PT Pradnya Paramita, 1976).

¹⁴ Seran, Wijaya, and Nugraha, "Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen."

widespread despite being prohibited under the Consumer Protection Law (UUPK).¹⁵ This study shows that such practices also occur in the crypto-asset sector, not only in e-commerce. Zahra et al. found that several user agreements failed to comply with Bappebti regulations¹⁶; this research reinforces those findings by demonstrating that account-blocking clauses are also inconsistent with the UUPK. Yudistira and Yustiawan identified gaps in regulations governing exchange liability for asset loss¹⁷, and this study complements their work by highlighting deficiencies in standard clauses related to account blocking. Pratama et al. examined the use of standard clauses in blockchain-based smart contracts.¹⁸ This research extends the discussion to conventional electronic contracts while similarly underscoring the lack of transparency and the risk of contractual unfairness.

The findings of this study highlight several key points. First, the principle of freedom of contract cannot be invoked to justify clauses expressly prohibited by the Consumer Protection Law (UUPK).¹⁹ Although crypto-asset platforms operate in a dynamic digital environment, the principle that contractual freedom is limited by public order and the need to protect the weaker party remains applicable.

Second, the inclusion of standard clauses granting unilateral authority to business actors contradicts the core philosophy of the UUPK, which seeks to protect consumers from harmful contractual terms. The presence of account-blocking clauses that lack objection procedures or compensation mechanisms illustrates the unequal bargaining position between consumers and business actors.²⁰

Third, the regulatory framework governing crypto assets in Indonesia remains fragmented, involving the Civil Code, the UUPK, the ITE Law, and various regulations issued by Bappebti and OJK. This fragmentation has resulted in the absence of minimum standards regarding the use of standard clauses by platforms, creating interpretive gaps that tend to disadvantage consumers.

Fourth, the judiciary's inability to assess the validity of standard clauses contributes to the overall weakness of digital consumer protection. In the Munawar Chalid case, the court adopted a narrow analytical approach and failed to consider the contractual basis of the account-blocking action.

Fifth, this study confirms that consumers are frequently placed in a "take-it-or-leave-it" position, resulting in agreements that lack equality. Within modern contract

¹⁵ Patricia and Adam, "Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce."

¹⁶ Zahra, Suparto, and Muchtar, "Dispute Resolution in User Agreement on Cryptocurrency Sales Platform That Are Not Based on Indonesian Legislation."

¹⁷ Yudistira and Yustiawan, "Pertanggungjawaban Exchange Kripto Terhadap Hilangnya Aset Konsumen."

¹⁸ Pratama, Pratama, and Multazam, "Penerapan Prinsip Klausula Baku Di Smart Contract Berbasis Blockchain Problematika Perlindungan Konsumen Di Vyndao."

¹⁹ Munir Fuady, *Hukum Kontrak : Dari Sudut Pandang Hukum Bisnis (Buku Kedua)* (Bandung: Refika Aditama, 2007).

²⁰ Mukhidin Mukhidin, "Asas Kebebasan Berkontrak Dalam Kaitannya Dengan Perjanjian Baku," *Cermin* 47 (2010): 1–12, <http://e-journal.upstegal.ac.id/index.php/Cermin/article/view/53>.

law epistemology, such agreements are categorized as adhesion contracts, which require heightened judicial scrutiny.²¹

3.2. The Validity of Unilateral Account-Blocking Clauses Implemented by Crypto Asset Trading Platforms

This study examines the validity of unilateral account-blocking clauses implemented by crypto asset trading platforms within the framework of Law Number 8 of 1999 on Consumer Protection (UUPK) and the Indonesian Civil Code (KUH Perdata). The central inquiry is whether the blocking of user accounts by business actors—such as crypto trading platforms like Indodax—can be legally justified when the action is based solely on internal company policies without a written order from a competent authority. Additionally, this study evaluates whether the blocking clauses contained in the General Terms and Conditions (SKU) comply with the requirements for contract validity under the Civil Code and adhere to the limitations on Standard Clauses under the UUPK.

The research findings indicate that unilateral blocking clauses used by crypto platforms are often drafted in a manner that grants businesses broad authority to freeze consumer accounts. In the Indodax case, as decided in South Jakarta District Court Decision No. 605/Pdt.G/2022/PN Jkt.Sel, the consumer, Munawar Chalid, lost access to crypto assets worth IDR 9.6 billion as a result of the company's unilateral account blocking.

An examination of Indodax's General Terms and Conditions shows that the blocking clause appears in Section E, Article 1, which outlines several grounds for account freezing, including requests from banks, erroneous transactions, suspected criminal activity, user negligence, company policy, or orders from competent authorities. However, the facts established in the court decision show no evidence of an official order from the police, the Financial Transaction Reports and Analysis Center (PPATK), or any other competent authority to justify the account freeze. The blocking was apparently based solely on the company's internal assessment without verification through external legal mechanisms.

From a contractual standpoint, it is true that consumers accept the SKU upon registration, thereby fulfilling the element of consent as required under Article 1320 of the Civil Code. Nevertheless, this study finds that such consent does not automatically validate clauses that violate the Consumer Protection Law, as the UUPK contains mandatory provisions that cannot be waived or circumvented through standard-form agreements.²²

²¹ Henry P. Panggabean, *Praktik Standaraad Contract (Perjanjian Baku) Dalam Perjanjian Kredit Perbankan: Studi Kasus Dilengkapi Kaidah Hukum Yurisprudensi Indonesia* (Bandung: Alumni, 2012).

²² R. Subekti, *Aneka Perjanjian*, 11th ed. (Bandung: Citra Aditya Bakti, 2014), <https://citraaditya.com/product/hukum-aneka-perjanjian-bisnis/>.

This study concludes that unilateral account-blocking clauses granting platforms extensive authority to restrict or remove consumer access—without objection mechanisms, adequate notification, or a legal basis from competent authorities—are legally invalid. These clauses violate several key provisions of the Consumer Protection Law, namely:

- 1) Article 4, which guarantees consumers' rights to comfort, security, and accurate information. Account blocking deprives consumers of access to their assets and fails to provide adequate information regarding the reasons for the action.
- 2) Article 7, which obligates business actors to act in good faith, provide truthful and accurate information, and treat consumers fairly.
- 3) Article 18(1)(f), which prohibits clauses granting business actors the authority to reduce the benefits of services or consumer assets.
- 4) Article 18(3), which provides that clauses violating Article 18(1) are null and void.

The research further demonstrates that, under Article 1337 of the Civil Code, a contractual cause is invalid if it violates public order or morality. Clauses that allow business actors to freeze consumer assets without external legal justification and that limit their own responsibilities contradict the principle of justice and therefore fail to meet the requirement of a lawful cause. Accordingly, account blocking by crypto asset platforms can only be considered legally valid if carried out pursuant to a written order from a competent authority, such as the Police or the PPATK, and not merely as a result of internal company policies.

Previous research on standard clauses in electronic transactions generally concludes that standard-form agreements are permissible as long as they do not contain exoneration clauses that disadvantage consumers. For instance, Prasetya and Yanti found that business actors frequently draft biased standard clauses that undermine consumers' bargaining power.²³ Similarly, Sulaiman et al. reported that account blocking practices in digital services are often carried out without proper objection mechanisms and without adequate regulatory verification.²⁴

The findings of this study corroborate prior research but offer a novel contribution by examining a case involving crypto assets—a relatively new and rapidly expanding sector within the digital ecosystem. While previous studies have primarily focused on e-commerce or fintech platforms, only a few have examined crypto asset platforms, which

²³ Muhamad Agil Prasetya and A.A. Istri Eka Krisna Yanti, "Keabsahan Klausula Baku Dalam Pencantuman Unsur Memberatkan Ditinjau Berdasarkan Asas Kebebasan Berkontrak," *Kertha Desa* 13, no. 8 (2025): 698–706, <https://ojs.unud.ac.id/index.php/kerthadesa/article/view/120786>.

²⁴ Sumirahayu Sulaiman et al., "Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending)," *Jurnal Kolaboratif Sains* 8, no. 9 (2025): 5874–81, <https://doi.org/10.56338/jks.v8i10.8671>.

carry higher risk and volatility and therefore present greater potential for consumer rights violations.

Crypto asset platforms employ standard clauses to shield themselves from reputational and legal risks, particularly those arising from potential misuse of their services for criminal activities. Although the precautionary principle is relevant in this context, its application must not disregard the principle of contractual fairness or the limitations imposed by the Consumer Protection Law. The principle of freedom of contract, as set forth in Article 1338 of the Civil Code, permits parties to determine the terms of their agreement. However, this freedom is not absolute; it is restricted by law to prevent unreasonable harm to any party.²⁵

In addition, the Consumer Protection Law requires that standard clauses must not infringe upon consumers' substantive rights, including the right to access goods or services they have purchased or stored on a platform. When a business actor unilaterally restricts such access, the action effectively constitutes a form of asset seizure, which under Indonesian law may only occur pursuant to a lawful order, not merely through corporate policy. Blocking an account without adequate notice, without providing an opportunity to object, and without an official order from a competent authority reflects conduct inconsistent with the principle of good faith.

This study confirms that unilateral account-blocking clauses granting crypto asset platforms absolute authority are invalid and null and void when they reduce the benefits of services or consumer assets, as stipulated in Article 18 of the Consumer Protection Law. Consumers' acceptance of standard clauses in the SKU does not exempt business actors from complying with the mandatory provisions of consumer protection law. Moreover, account blocking is only legally valid when carried out on the basis of an official order issued by an authorized agency, not solely on internal company policy. Consumers also cannot be deemed to have violated their obligations without evidentiary support and without an objective and transparent verification process.

Finally, crypto asset platforms must reformulate their standard clauses—particularly those governing account blocking—by incorporating objection mechanisms, clear notification requirements, limits on unilateral authority, and explicit references to external legal bases. The results of this study provide a significant contribution to the consumer protection literature, particularly within the context of the digital economy and the expanding crypto asset ecosystem in Indonesia. These findings underscore the importance of harmonizing contract law, consumer protection norms, and digital business practices to prevent the misuse of contractual power by business actors against consumers, who occupy a structurally weaker position.

²⁵ Djaja S.Meliala, *Perkembangan Hukum Perdata Tentang Benda Dan Hukum Perikatan*, 6th ed. (Bandung: Nuansa Aulia, 2019).

4. CONCLUSION

This study aims to (1) analyze the legal provisions governing standard clauses in electronic agreements used by crypto asset trading platforms and (2) assess the validity of unilateral account-blocking clauses from the perspectives of the Consumer Protection Law (UUPK) and the Civil Code. The findings indicate that electronic agreements embedded in standard clauses on crypto asset platforms generally satisfy the elements of a valid agreement under Article 1320 of the Civil Code—particularly the requirement of consent—because consumers accept these terms at the time of registration. However, this study confirms that such acceptance does not negate the mandatory nature of consumer protection provisions that restrict business actors' authority in drafting standard clauses.

The study further reveals that unilateral account-blocking clauses granting platforms broad authority to restrict or terminate consumer access without an order from a competent authority are prohibited under Article 18 of the UUPK and therefore void. Account blocking conducted without an external legal basis also violates the principles of good faith and contractual balance under civil law.

This research provides theoretical contributions by reinforcing the doctrine of limitations on freedom of contract in the digital economy and offers practical implications for regulators and business actors in improving the formulation of standard clauses. The study's limitations relate to its focus on a single case and a single platform type. Accordingly, future research is recommended to compare various crypto asset platforms and incorporate empirical analysis of dispute resolution patterns. Furthermore, policymakers are encouraged to establish specific guidelines governing account-blocking authority in digital asset services to prevent the misuse of contractual power.

REFERENCES

Journals

- Mukhidin, Mukhidin. "Asas Kebebasan Berkontrak Dalam Kaitannya Dengan Perjanjian Baku." *Cermin* 47 (2010): 1–12. <http://e-journal.upstegal.ac.id/index.php/Cermin/article/view/53>.
- Patricia, Tiara, and Richard C. Adam. "Perlindungan Hukum Terhadap Konsumen Dalam Penggunaan Kontrak Elektronik Dengan Klausula Eksonerasi Pada E-Commerce." *Unes Law Review* 6, no. 2 (2023): 5114–22. <https://doi.org/10.31933/unesrev.v6i2.1342>.
- Prasetya, Muhamad Agil, and A.A. Istri Eka Krisna Yanti. "Keabsahan Klausula Baku Dalam Pencantuman Unsur Memberatkan Ditinjau Berdasarkan Asas Kebebasan Berkontrak." *Kertha Desa* 13, no. 8 (2025): 698–706.

- <https://ojs.unud.ac.id/index.php/kerthadesa/article/view/120786>.
- Pratama, Sandika Putra, Sandika Putra Pratama, and Mochamad Tanzil Multazam. "Penerapan Prinsip Klausula Baku Di Smart Contract Berbasis Blockchain Problematika Perlindungan Konsumen Di Vyndao." *UMSIDA Preprints Server*, 2023, 1–14. <https://doi.org/10.21070/ups.2241>.
- Priambodo, Galih. "Tinjauan Yuridis Terhadap Investasi Aset Kripto Berdasarkan Peraturan Badan Pengawas Perdagangan Berjangka Komoditi Nomor 5 Tahun 2019." *Lex Crimen* 11, no. 6 (2022): 1–15. <https://ejournal.unsrat.ac.id/v2/index.php/lexcrimen/article/view/44360>.
- Puspasari, Shabrina. "Perlindungan Hukum Bagi Investor Pada Transaksi Aset Kripto Dalam Bursa Berjangka Komoditi." *Jurist-Diction* 3, no. 1 (2020): 303–330. <https://doi.org/10.20473/jd.v3i1.17638>.
- Seran, Diego Fernando, Andika Wijaya, and Satriya Nugraha. "Klausula Baku Dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata Dan UU Perlindungan Konsumen." *Innovative: Journal of Social Science Research* 5, no. 2 (2025): 3654–3676. <https://doi.org/10.31004/innovative.v5i2.18721>.
- Sulaiman, Sumirahayu, Karolus Charlaes Bego, Dora Tiara, Dita Pratama, and Kiki Yulinda. "Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending)." *Jurnal Kolaboratif Sains* 8, no. 9 (2025): 5874–81. <https://doi.org/10.56338/jks.v8i10.8671>.
- Yudistira, Kadek, and Dewa Gede Pradnya Yustiawan. "Pertanggungjawaban Exchange Kripto Terhadap Hilangnya Aset Konsumen." *Kertha Desa* 12, no. 11 (2024): 4873–84. <https://ojs.unud.ac.id/index.php/kerthadesa/article/view/120442>.
- Zahra, Tifani Haura, Susilowati Suparto, and Helitha Novianty Muchtar. "Dispute Resolution in User Agreement on Cryptocurrency Sales Platform That Are Not Based on Indonesian Legislation." *Media Hukum Indonesia* 2, no. 1 (2024): 85–94. <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/228>.

Books

- Fuady, Munir. *Hukum Kontrak : Dari Sudut Pandang Hukum Bisnis (Buku Kedua)*. Bandung: Refika Aditama, 2007.
- Panggabean, Henry P. *Praktik Standaard Contract (Perjanjian Baku) Dalam Perjanjian Kredit Perbankan: Studi Kasus Dilengkapi Kaidah Hukum Yurisprudensi Indonesia*. Bandung: Alumni, 2012.
- S.Meliala, Djaja. *Perkembangan Hukum Perdata Tentang Benda Dan Hukum Perikatan*. 6th ed. Bandung: Nuansa Aulia, 2019.
- Sondakh, Alfred M. *Berburu Bitcoin*. Jakarta: PT. Gramedia Widiasarana Indonesia,

2016.

Subekti, R. *Aneka Perjanjian*. 11th ed. Bandung: Citra Aditya Bakti, 2014.
<https://citraaditya.com/product/hukum-aneka-perjanjian-bisnis/>.

Subekti, R., and R. Tjitrosudibio. *KItab Undang-Undang Hukum Perdata: Burgerlijk Wetboek*. Jakarta: PT Pradnya Paramita, 1976.

Web Pages

Bangun, Ananta. “Apa Itu Platform Perdagangan Kripto Indodax?”
blockchainmedia.id, 2023. <https://blockchainmedia.id/apa-itu-platform-perdagangan-kripto-indodax/>.

Indodax. “Syarat Dan Ketentuan Umum.” Indodax, 2022.
<https://help.indodax.com/hc/id/articles/4416650994585-SYARAT-DAN-KETENTUAN-UMUM>.

Puspadini, Mentari. “Investor Kripto RI Diprediksi Tembus 28,65 Juta Akhir Tahun 2025.” CNBC Indonesia, 2025.
<https://www.cnbcindonesia.com/market/20250519164406-17-634426/investor-kripto-ri-diprediksi-tembus-2865-juta-akhir-tahun-2025>.

Regulations

Pemerintah Republik Indonesia. Undang-undang (UU) Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (1999).
<https://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999>.