



The Exoneration Clause Harms the Buyer Legal Protection for Consumers Against the Application of Exoneration Clauses in Online Sales and Purchase Agreements according to Islamic Law

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Abstract

Today's society is accustomed to buying and selling transactions carried out using technology and electronic media. According to Islamic law, buying and selling online is permissible. However, in the agreement process, the seller often uses the Exoneration Clause, in which the seller delegates responsibility to the Buyer and has the potential to harm the Buyer. The formulation of the problem in this study are: (1) How is the legal protection for consumers against the application of the Exoneration Clause in online buying and selling agreements according to Islamic Law? (2) What are the steps that the Buyer can take if they are harmed by the Exoneration Clause in the online sale and purchase agreement according to Islamic Law? The research method used is normative juridical, which is a research method that focuses on examining the application of applicable legal rules and norms regarding the Exoneration Clause. The study results: Consumer protection in Islamic law is explained through the existence of Khiyar rights contained in article 20 point 8 of KHES, which means the right to vote for sellers and buyers to continue or cancel the sale and purchase contract. KHES and the Positive Law on Consumer Protection have prohibited the implementation of the Exoneration Clause in this case against the execution of online buying and selling because it has the potential to harm consumers by unilaterally transferring responsibilities, eliminating consumer rights, and placing consumers in a weak position. Efforts that can be taken if the Exoneration Clause harms the Buyer in this online sale and purchase is that the Buyer can choose the rights of Khiyar Ghabn and Taghrib, namely the Buyer can demand the supply of goods that match the description, and if there is fraud or incompatibility of interests, the Buyer can do no further.

Keywords: Exoneration Clause, Online Buying and Selling, Islamic Law

Abstrak

Masyarakat saat ini terbiasa menggunakan transaksi jual beli yang dilakukan dengan menggunakan teknologi dan media elektronik. Menurut hukum Islam, praktik jual beli online adalah boleh. Namun dalam proses perjanjiannya kerap kali penjual menggunakan Klausula Eksonerasi yang mana penjual melimpahkan tanggung jawab kepada pembeli dan berpotensi merugikan pembeli. Rumusan masalah dalam penelitian ini yaitu bagaimana perlindungan hukum bagi konsumen terhadap penerapan Klausula Eksonerasi pada perjanjian jual beli online menurut Hukum Islam dan bagaimana upaya yang dapat ditempuh pembeli jika dirugikan dengan adanya Klausula Eksonerasi pada perjanjian jual beli online menurut Hukum Islam. Metode penelitian yang digunakan adalah yuridis normatif, yaitu metode penelitian yang fokus mengkaji penerapan kaidah dan norma hukum yang berlaku mengenai Klausula Eksonerasi. Berdasarkan penelitian, diperoleh hasil bahwa perlindungan konsumen dalam Hukum Islam dijelaskan melalui adanya hak Khiyar yang terdapat pada pasal 20 poin 8 KHES yang diartikan hak pilih bagi penjual dan pembeli untuk melanjutkan atau membatalkan akad jual beli yang dilakukannya. KHES maupun Hukum Perlindungan Konsumen telah melarang pelaksanaan Klausula Eksonerasi dalam jual beli online, karena berpotensi merugikan konsumen dengan pengalihan tanggungjawab secara sepihak, menghilangkan hak-hak konsumen dan menempatkan konsumen diposisi sangat lemah. Upaya yang dapat ditempuh jika pembeli dirugikan dengan adanya Klausula Eksonerasi dalam jual beli online ini yaitu pembeli dapat memilih hak Khiyar Ghabn dan Taghrib, yaitu pembeli dapat menuntut penyediaan barang yang sesuai dengan deskripsi dan jika terjadi penipuan atau ketidaksesuaian barang maka pembeli dapat melakukan tindak lanjut.

Kata kunci: Klausula Eksonerasi, Jual Beli Online, Hukum Islam

I. Introduction

Islam provides leeway for His people to *muamalah* freely as long as it does not conflict with the Al-Quran and Al-Hadith, including buying and selling activities carried out by today's society. Buying and selling in fiqh terms are called *al-bai'*, which means selling, but at the same time, it also means buying.¹ Buying and selling are also commonly referred to as *al-murabahah*. According to Article 20, number 2 of the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syari'ah*, KHES), buying and selling is buying and selling between objects and objects, or the exchange of things for money.

Along with the development of technology, people are now accustomed to using online buying and selling transactions, namely buying and selling, carried out using technology and electronic media so that the parties do not need to meet face to face in the transaction process. According to Islamic law, buying and selling online is permissible. That is under the principle of *ibahah* and the direction of freedom, which is stated in the fiqh rules governing online buying and selling and is the thought of the Syafi'iyah which has the intention that "the original law in everything is permissible until there is a proof that forbids it," then this rule related to *muamalah* affairs.² The principle of *ibahah* is a general principle of Islamic law in the field of *muamalah*, that is, everything can be done until there is proof that prohibits it, then any legal action and agreement can be made as long as there is no prohibition on the contract.³ However, in the agreement process, the seller often uses the Exoneration Clause contained in the standard arrangement in which the seller delegates responsibility to the Buyer. That, of course, has the potential to harm the Buyer, considering that the Exoneration Clause transfers specific responsibilities from the seller to the Buyer.

In general, the Exoneration Clause can be understood as a standard clause containing the addition of rights and/or reducing obligations of business actors or reducing rights and/or increasing consumer obligations.⁴ Exoneration clauses in the Civil Code and UUPK are not explained explicitly in terms of definitions or prohibitions. However, the use of the Exoneration Clause in an agreement has been subject to limitations. We can find restrictions or bans on the use of this Exoneration Clause in positive law in Indonesia, namely Article 18 of Law no. 8 of 1999 concerning Consumer Protection (UUPK), and in this UUPK, the Exoneration Clause is one form of "standard clause" which is prohibited by the act.

Islamic law forbids its followers to eat their shared property in a false sense. The act of vanity is eating or taking other people's property in a way that is not justified and is not valid according to Sharia Law, whether it is directly prohibited by the Qur'an and the Hadith of the Prophet Muhammad or stated by the results of legal excavation (*ijtihad*) of legal experts. Islam (Ulama).⁵ Concerning the implementation of the exoneration clause of online buying and selling, fraudulent acts occur in the process of implementing the agreement or contract, where the seller unilaterally sets a deal in the form of an exoneration clause, in which the Buyer seems to have to agree if he wants to buy at the online store. If the Buyer does not accept, then the Buyer is considered not to want to transact at the store and is welcome to buy from other stores only.

The application of the Exoneration Clause in such online buying and selling transactions has the potential to result in losses for buyers. Whereas consumers clearly have rights that have been regulated in the Consumer Protection Law, namely the right to comfort, security, and safety in consuming goods and/or services; The freedom to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and the promised conditions and guarantees; The right to correct, straightforward and

¹ Shobirin. "Jual Beli dalam Pandangan Islam". *Jurnal Bisnis dan Manajemen Islam* 3,2 (2015): 241.

² Kadir. *Hukum Bisnis Syariah dalam Al-Quran* (Jakarta: Amzah, 2010), 11.

³ Syamsul Anwar. *Hukum Perjanjian Syariah* (Yogyakarta: Raja Grafindo Persada, 2010), 83-84.

⁴ Surat Rekomendasi Badan Perlindungan Konsumen Nasional RI tentang Perjanjian Baku dan Klausula Baku No. 30/BPKN/12/2015.

⁵ Ni'matul Khoriyah. Lukman Santoso. "Batasan Kebebasan Berkontrak dalam Kontrak Konvensional dan Kontrak Syariah". *Jurnal Syariah* 5,1 (2017): 53

honest information regarding the conditions and warranties of goods and/or services; The right to have their opinions and complaints heard on the goods and/or services used; The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes; The right to receive consumer guidance and education; The right to be treated or served correctly and honestly and not discriminatory; The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not correctly; Rights regulated in the provisions of other laws and regulations.⁶

According to KHES itself, consumers have *khiyar* rights, generally known as option rights. However, many buyers still do not have a choice when the seller applies the Exoneration Clause to the buying and selling process. For example, the seller states that goods purchased cannot be returned. Whereas in online buying and selling transactions, there could be a discrepancy between the goods and the photos presented by the seller. Another example, the seller does not want to be responsible for defective goods that reach the Buyer. In buying and selling online, damage to goods during delivery is very vulnerable because of the seller's lack of accuracy in packing goods. Or even the seller blatantly refuses to accept returns for any reason. Looking at these circumstances, it is clear that the Buyer's position will be disadvantaged.

Based on this description, the authors are interested in conducting research with " **The Exoneration Clause Harms the Buyer Legal Protection for Consumers Against the Application of Exoneration Clauses in Online Sales and Purchase Agreements according to Islamic Law**"

II. Research Problems

As for the formulation of the problem in this study, namely:

1. According to Islamic Law, how is the legal protection for consumers against applying the Exoneration Clause in online buying and selling agreements?
2. According to Islamic Law, what efforts can the Buyer make if the Exoneration Clause harms him in the online sale and purchase agreement?

III. Research Methods

The research method used is normative juridical, which is a research method that is focused on examining the application of the rules or norms in the applicable law regarding the Exoneration Clause. This type of normative juridical research is carried out by analyzing various formal legal authorities such as laws and literature that are theoretical concepts linked to the problems that are the subject of discussion.⁷ The research approach used to answer the issues studied in this study is descriptive-analytical. Analytical descriptive is a method that describes or provides an overview of the object under study.⁸ Namely, doing a description of the research results with data as complete and detailed as possible. The type of data used by the author is secondary data. Secondary data is collected second-hand or from other available sources before the research was conducted.⁹ The data collection method used in this journal research is a literature study. Library research is a type of research conducted by reading books or magazines and other data sources to collect data from various literature, libraries, and other places.¹⁰ This study uses qualitative data analysis techniques. Qualitative research is intended to understand the phenomenon of what is experienced by the research subject, for

⁶ Syahrudin Nawi. "Hak dan Kewajiban Konsumen menurut UU No.8 Tahun 1999 tentang Perlindungan Konsumen". *Pleno De Jure* 7, 1 (2018): 3.

⁷ Peter Mahmud Marzuki. *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2016), 194.

⁸ Sugiyono. *Metode Penelitian Kuantitatif, Kualitatif, dan R&D* (Bandung: Alfabeta, 2009), 27.

⁹ Ulber Silalahi. *Metode Penelitian Sosial* (Bandung: PT. Refika Aditama, 2012), 289.

¹⁰ Mahmud. *Metode Penelitian Pendidikan*. (Bandung: CV Pustaka Setia, 2011), 31.

example, behavior, perception, motivation, action, and others, holistically and utilizing description in the form of words and language in an extraordinary natural context. And by using various natural methods.¹¹

IV. Research Results And Discussion

1. Legal Protection for Consumers against the Application of Exoneration Clauses in Online Sales and Purchase Agreements according to Islamic Law

a. Execution of the Exoneration Clause in the Online Sale and Purchase Agreement

Violation of consumer rights in online buying and selling is very likely to occur, one of which is the application of the Exoneration Clause, which will later harm consumers because of the unilateral transfer of responsibility by business actors in the clause. The exoneration clause applied by the entrepreneur will cause the consumer to suffer losses due to the loss and/or damage to the goods.¹² In connection with using this clause in online buying and selling, this occurs when the seller includes rules for refusing to return goods unilaterally. On the other hand, discrepancies between the items purchased with photo descriptions and product descriptions are very prone to occur. For example, differences in color, size, or type of goods purchased.

Regarding this Exoneration Clause, it is not explicitly explained in the Civil Code, but it includes provisions on consumer rights, which are contrary to the implementation of the Exoneration Clause. Article 1509 of the Civil Code states, "In the event of a hidden defect, the buyer has the right to return the purchase price and ask for compensation for the costs incurred by the buyer in the context of purchase and delivery." The article's explanation contradicts the use of the clause "goods that have been purchased, cannot be returned" or "does not accept the return of goods" stated by business actors. There is an element of delegation of responsibility without exception by business actors, contrary to Article 1509 of the Civil Code.

The Consumer Protection Law also stipulates the prohibition of using standard agreements containing an Exoneration Clause or transfer of responsibility, namely in Article 18 Paragraph (1) Letter a explaining that business actors in offering goods and/or services intended for trading are prohibited from making or including clauses. Standard on every document and/or agreement when stating the transfer of responsibility of the business actor. The article prohibits the transfer of responsibility clause intended to make consumers and business actors equal. The UUPK provides an understanding of consumers, namely every person who uses goods and/or services available in the community, for the benefit of themselves, their families, other people, and other living creatures and not to be traded. This UUPK also provides a reasonably broad understanding of consumer protection, and consumer protection is defined as all efforts that ensure legal certainty to give protection to consumers.

The explanation in Article 1 point 1 of the UUPK contains the provision that "All efforts to ensure legal certainty are to provide legal protection to consumers." What is referred to as "all efforts that guarantee legal certainty" can be used as a shield to eliminate arbitrary behavior that can harm business actors to benefit consumers.¹³ The principle and purpose of consumer protection in Article 3 paragraph (4) and paragraph (5) of the UUPK is to create a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information and raises awareness of business actors about the

¹¹ Lexy J. Moleong. *Metodologi Penelitian Kualitatif* (Bandung: Remaja Rosda Karya, 2005), 11.

¹² Hakim, Jefferson. Exoneration Clause On Law Of Consumer Protection: Effects and Legal Efforts. *Jurnal Hukum dan Peradilan* 8,2 (2019): 312.

¹³ I Wayan Gede A, dkk. "Perlindungan Hukum terhadap Hak Konsumen atas Informasi Produk Import ". *Jurnal Analogi Hukum* 1, 1 (2019): 122.

importance of consumer protection so that a positive attitude grows. Honest and responsible in business.¹⁴

Consumer Protection based on Islamic Law also does not explicitly discuss consumer protection, but the KHES has explained the existence of khiyar rights. For consumers, the right of khiyar is the right of choice for consumers to continue the agreement or cancel the deal. That is a form of protection if a consumer feels that the goods ordered do not match the seller's description.

b. Legal Protection for Consumers against the Application of Exoneration Clauses in Online Sales and Purchase Agreements according to Islamic Law

A murabahah contract or sale and purchase agreement mean selling and buying goods at the original price with additional benefits.¹⁵ Then the characteristic of murabahah is that the seller must inform the Buyer about the product's purchase price and state the amount of profit added to the cost.¹⁶

There is a discussion on consumer protection in Islam

two consumer protection supervision, namely religious sanctions in the form of halal, haram, prayer, and reward, and positive Islamic legal sanctions with all their instruments, such as the *hisbah* council and the judiciary.¹⁷ This Islamic legal regulation is contained in the Sharia Economic Law Compilation.

The Compilation of Sharia Economic Law in articles 104 and 106 explains *bai' istishna'*, which can be interpreted as buying and selling with a system of ordering goods that previously did not exist. *Bai' istishna'* is an agreement binding on each party who agrees on the goods ordered. Furthermore, in the provisions and description of the goods, the identification and description of the goods sold must be under the customer's request. While *bai' salam*, can be interpreted as a method of buying and selling with a system of ordering goods and paying in advance. *Bai' salam* in the development of the times is described as buying and selling online, which is regulated in article 101 of the KHES, it states:

1. *Bai' salam* can be done on the condition that the quantity and quality of the goods are precise.

2. The number of goods can be measured with a measure of scale and/or a meter.

3. The parties must thoroughly know the specifications of the goods ordered.

Consumer protection in Islamic law is explained through the existence of Khiyar rights contained in article 20 point 8 of the KHES. Khiyar's right is to vote for the seller and the Buyer to continue or cancel the sale and purchase contract that he did. Khiyar's prescription aims to maintain a state of mutual willingness and maintain the benefits of both parties to the contract or prevent the danger of loss that could befall one of the parties to the agreement.¹⁸

The existence of Khiyar Rights purpose is so that people who carry out civil transactions are not harmed and that there is a benefit intended according to the wisdom of Khiyar.¹⁹ It should be noted that the law of origin of buying and selling is binding (*lazim*) because the purpose of buying and selling is to transfer ownership. However, the Shari'a stipulates the right of khiyar in buying and selling as a form of affection for the two contract actors.²⁰ So, the khiyar right here serves to provide an opportunity for the seller and the Buyer

¹⁴ Nurhafni Sanusi Bintang. "Perlindungan Hukum Konsumen dalam Perjanjian Baku Elektronik". *Jurnal Ilmu Hukum Perlindungan Hukum Konsumen dalam Perjanjian Baku Elektronik* 20, 3 (2018): 478.

¹⁵ Bagya Agung Prabowo. "Al-'Uqud Al-Murakkabah Implementation on Akad Al Murabahah Wa Arrahn As A Sharia Banking Product Innovation". *Diponegoro Law Review* 4,2 (2019): 245.

¹⁶ *Ibid.*

¹⁷ Muhammad dan Alimin. *Etika dan Perlindungan Konsumen dalam Ekonomi Islam* (Yogyakarta: BPFE, 2004),133.

¹⁴ *Ibid.* Hlm.179

¹⁹ Holijah. "Tanggung Jawab Mutlak Ascetisme Responsif Subjektif Pelaku Usaha: Konsep Radikal Berbasis Paradigma Hukum Baru sebagai Alternatif Upaya Perlindungan Konsumen terhadap Kerugian Akibat Produk Barang Cacat Tersembunyi," (Disertasi Program Studi Doktor Ilmu Hukum Fakultas Hukum Universitas Sriwijaya, 2015), 115.

²⁰ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*. Jilid 5, trnslt. Abdul Hayyie al-Kattani, dkk (Depok: Gema Insani, 2007), 181.

to continue or cancel the sale and purchase contract that they have made and/or choose between the goods offered.²¹

KHES explains several types of Khiyar related to the implementation of consumer protection whose rights have been violated by the existence of this Exoneration Clause, namely Khiyar Disgrace, Khiyar Ru'yah, and Khiyar Ghabn, and Taghrib. Khiyar Disgrace is the right to cancel or carry out a sale and purchase for both parties to the contract if there is a defect in the object being traded, whether the fault was unknown to the owner when the agreement took place. Disgrace is defined as something that can reduce the economic value of the goods (objects) of the transaction.²² Khiyar Aib is regulated in article 280, which explains that the Buyer has the right to continue or cancel the sale and purchase contract whose object is 'disgraceful' without prior explanation from the seller.

Then, Khiyar Ru'yah is also the basis of legal protection for consumers, namely the right to vote for the Buyer to declare the validity or cancellation of the sale and purchase that he made to an object he had not seen when the contract took place.²³ Khiyar ru'yah is the right of the Buyer to continue the transaction or cancel it when he sees (ru'yah) the goods to be transacted.²⁴ Article 276-278 KHES explains that Khiyar Ru'yah stipulates that consumers have khiyar rights before knowing the goods to be purchased, including the right to know information about goods, their shortcomings, and defects. Often business actors include information that does not match the authenticity of the goods, such as photos that are only references (not pictures of the original interests), but business actors do not provide information. Then it does not include a clear description of the size, for example, only explaining that the clothes listed are all size. Such things are information defects and have violated the provisions of consumer protection. *Khiyar ghabn* and *taghrib* can also be used if there is a transaction discrepancy regarding the goods being sold. That is a feature of Islamic jurisprudence in consumer protection, namely, a striking exchange rate inequality between the two goods exchanged due to deception or deception.²⁵ This article provides guarantees for compensation for consumers whom business actors have harmed due to the non-conformance of goods.

2. Efforts that Buyers Can Take if they are Harmed by the Existence of an Exoneration Clause in an Online Sale and Purchase Agreement according to Islamic Law

The sale and purchase agreement which is now using the internet is significant to make it easier for business actors and consumers to transact without having to meet each other face to face while being a weakness for consumers who cannot check the object of buying and selling. Like business actors who present inappropriate descriptions of goods, delivery does not guarantee the safety of goods and hidden goods information.

Islam has the principle of protecting human interests namely, the focus of *la dlarara wa la dliarah*, meaning not to give harm and not to be overtaken by danger. That is so that one person's actions do not cause damage to others. Likewise, vice versa so that we also do not get into trouble because of the actions of others, so that fellow people should take care of each other so as not to harm others.²⁶

Consumer protection, according to KHES has explained that after the sale and purchase agreement (in this case, online buying and selling) occurs, the parties cannot withdraw the agreed contract again, and if the object of the ordered goods does not match its specifications, the customer can use the correct option (khiyar) to continue or cancel the order. Then, if later the Buyer finds a discrepancy between the ordered goods with the description that has been presented by the business actor and causes a dispute between the parties, the Buyer can

²¹ Yulia Hafizah. "Khiyar Sebagai Upaya Mewujudkan Keadilan dalam Bisnis" *Islami At - Taradhi Jurnal Studi Ekonomi* 3, 2 (2012): 166

²² Dimyauddin Djuwaini. *Pengantar Fiqh Muamalah* (Yogyakarta: Pustaka Pelajar, 2008), 98.

²³ Nasroen Haroen. *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007), 137.

²⁴ *Ibid.* 137.

²⁵ Muhammad dan Alimin, *Etika dan Perlindungan* (Jakarta, 2011), 185.

²⁶ Erni R Ernawan. *Business Ethics* (Bandung: ALFABETA, 2011), 214.

choose the rights of *Khiyar Ghabn* and *Taghrib*. That means the Buyer can demand the supply of goods that match the description, and in the event of fraud or non-conformity of goods, the Buyer can follow up. That is relevant to article 292 of the KHES, which states that parties who feel cheated in the sale and purchase agreement can cancel the sale, and if there is a dispute between the victim and the business actor, it can be resolved through litigation or non-litigation. When in an online buying and selling transaction there is one party who breaks a promise, it can be subject to sanctions such as in Article 38 of the Compilation of Sharia Economic Law, namely:

1. Paying compensation
2. Cancellation of contract
3. Risk switching
4. Fines, and/or
5. Pay court fees

The article above explains that when the consumer buys and sells, online suffer losses due to goods that do not match the picture or information listed, consumers can claim compensation or cancel the contract. So, in this case, the seller must write a goods description as complete as possible to fulfill the rights of consumers. Business actors are also not allowed to apply the Exoneration Clause "Goods that have been purchased cannot be returned" because it is contrary to the Consumer Protection Law according to KHES. The connection with this is that the Buyer is not given the right to claim compensation if later there is damage to the goods due to the seller's negligence because it is blocked by the Exoneration Clause earlier.

Business actors who apply the Exoneration Clause in the sale and purchase transaction will later eliminate the rights to claim compensation if there is a discrepancy in the goods ordered. Thus, consumers need the education to know the existence of *khiyar* rights and understand their position, which must be on par with business actors. It is not always crucial for business actors to understand their responsibilities in running an online buying and selling a business by applying good faith during the transaction agreement. The seller must include a description that matches the item's condition because the Buyer can only judge based on the description of the store catalog provided. The seller may not include unilateral provisions that transfer his responsibility to the Buyer.

V. Conclusions

Consumer protection in Islamic law is explained through the existence of *Khiyar* rights contained in article 20 point 8 of the KHES. It is defined as the right to vote for the seller and the Buyer to continue or cancel the sale and purchase contract they are doing. *Khiyar* is prescribed to maintain a state of mutual willingness and maintain the benefits of both parties to the contract or prevent the danger of loss that could befall one of the parties to the agreement. Both KHES and the Positive Consumer Protection Law have prohibited the implementation of the Exoneration Clause in this case against the execution of online buying and selling because it has the potential to harm consumers by unilaterally transferring responsibilities, eliminating consumer rights, and placing consumers in a weak position. Consumer protection in Islamic law is explained through the existence of *Khiyar* rights contained in article 20 point 8 of the KHES. *Khiyar's* right is defined as the right to vote for the seller and the Buyer to continue or cancel the sale and purchase contract that he did. *Khiyar* is prescribed to maintain a state of mutual willingness and maintain the benefits of both parties to the contract or prevent the danger of loss that could befall one of the parties to the agreement. KHES explains several types of *Khiyar* related to the implementation of consumer protection whose rights have been violated by the existence of this Exoneration Clause, namely *Khiyar Disgrace*, *Khiyar Ru'yah*, and *Khiyar Ghabn* and *Taghrib*.

Efforts that can be taken if the Exoneration Clause harms the Buyer in this online sale and purchase is that the Buyer can choose the rights of *Khiyar Ghabn* and *Taghrib*, namely the

Buyer can demand the supply of goods that match the description, and if there is fraud or mismatch of interests, the Buyer can follow up.

VI. Suggestions

Based on the results of the analysis and conclusions described above, suggestions can be given from the research results, namely for buyers to be more thorough and understand consumers' rights and obligations regarding establishing a standard agreement containing an Exoneration Clause in online buying and selling. Then, the seller is expected to carry out the contract according to the values of benefit under the Civil Code, UUPK, and KHES so that later economic activities can be carried out and accounted for.

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