



Consumer Protection Against Exoneration Clauses in Laundry Service Notes in Samarinda City

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Abstract: The exoneration clause is a clause that limits or eliminates responsibilities that should be borne by business actors. This clause is often found in laundry service notes in Samarinda City, even though its application is prohibited in Article 18 of Law Number 8 of 1999 concerning Consumer Protection. This research uses a social-legal approach to analyze the application of exoneration clauses and the implementation of consumer protection regarding the use of exoneration clauses in laundry service notes in Samarinda City. The research results show that the use of exoneration clauses in laundry service notes is detrimental to consumers because consumers do not receive compensation. The less than optimal role of the Consumer Dispute Resolution Agency (BPSK) causes the public, both consumers and business actors, to lack understanding of their rights and obligations. Therefore, there is a need for deeper attention to the application of exoneration clauses so that consumers are protected.

Keywords: *Exoneration Clause, Laundry Service Business Actors, Consumers.*

1. Introduction

The laundry service business in Samarinda City is growing rapidly, because it is located near campuses and boarding houses and nowadays there are so many busy people that many people do not have time to do all the housework such as washing clothes so that laundry services are in great demand (In Rachmawati, 2020). (Rachmawati, n.d.). Then, from the results of the author's interviews with consumers who are disadvantaged, it is not uncommon for laundry service business actors to ignore consumer services and rights in order to get the greatest possible profit by being negligent, in the form of clothes that fade and still have stains on the clothes, or even disappear (Muhyiyudin, 2023), (Syamsiah, 2017). Many laundry service business actors also include notes containing exoneration clauses in the payment notes to avoid responsibility for damage or loss of consumer goods, even if the fault is entirely theirs (SIMANIHURUK & KEBUDAYAAN, n.d.), (Ikayanti, 2020).

An exoneration clause is a clause that contains conditions that limit or completely eliminate the responsibility that should be imposed on the producer or distributor of the product (seller). In Article 18 of Law Number 8 of 1999 concerning Consumer Protection, the inclusion of an exoneration clause is in principle expressly prohibited from being used (Kurniati & Tanudjaja, 2021), (Hayati, Hosen, & Hidayah, 2020).

Then, regarding the inclusion of the exoneration clause in the laundry service note, the author conducted research on Jalan Pramuka, Gunung Kelua Village, Samarinda Ulu District; on Jalan M. Yamin, Gunung Kelua Village, Samarinda Ulu District; and on Jalan PM. Noor, Sempaja Selatan Village, North Samarinda District.

The results of the study show that laundry service payment notes often contain exoneration clauses that are detrimental to consumers (SIMANIHURUK & KEBUDAYAAN, n.d.) (HANDAYANI, 2022). Many business actors use exoneration clauses to avoid responsibility for losses experienced by consumers. As experienced by Fhierly Shaqirah who lost one item of clothing; Muthia Aulia Nur Adha was dissatisfied

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with the cleanliness of the sheets; and Agustina who lost two items of clothing (Darmawan, 2023), (Adhyaksanti & Indrayanti, 2023). This is a loss experienced by consumers due to the application of the exoneration clause, namely the inclusion of provisions such as claim rights which are valid only for 2 hours after taking the goods; We can maximize laundry dissatisfaction 24 hours after washing by bringing a note; and complaints of loss can only be confirmed 24 hours after the laundry is completed by bringing a receipt (Anugrah & Yuniarlin, 2023), (Rahmat, n.d.). This short time limit makes it difficult for consumers to claim their rights, indicating that consumers are often in a weak position, where they do not have many options to protect their rights. Of the 22 laundry service business actors, there are 16 business actors who use exoneration clauses, which the author obtained using direct data collection methods (Santoso, 2023), (Gaol & Prawitasari, 2018).

These findings emphasize the need for stronger action to protect consumers, it is important for the public to understand their rights and obligations and for business actors to comply with existing regulations (Harum & Soemartono, 2024), (Onggianto & Soemartono, 2024). This study is expected to encourage changes in laundry service business practices in Samarinda City, so that consumer rights and satisfaction are more guaranteed (Razali, 2020), (Razali, 2020).

2. Materials and Methods

This study uses a socio-legal approach. According to Sulistyowati Irianto, socio-legal research has two characteristics, the first is conducting studies on laws and policies to explain the philosophical, sociological and legal problems of written law (ANGELINA, 2024), (Dewi, Pramana, & Tanaya, 2020). Second, socio-legal research uses an interdisciplinary approach, especially with social sciences to explain legal phenomena in the social and cultural context in which the law exists. Sources of legal data include primary legal data through interviews, secondary data in the form of laws and regulations, notes, books, journals and scientific works (Walijah, 2023), (Wibowo, 2023).

3. Results and Discussion

3.1 Application Of Exoneration Clause In Laundry Service Notes In Samarinda City

An exoneration clause is a clause that contains conditions that limit or even eliminate altogether the responsibility that should be imposed on the seller. The regulation on exoneration clauses has been regulated in Article 18 of Law Number 8 of 1999 concerning Consumer Protection. Article 18 paragraph (1) letter a of Law Number 8 of 1999 concerning Consumer Protection states that business actors in offering goods and/or services intended for trading are prohibited from making or including standard clauses in every document and/or agreement if it states the transfer of responsibility of the business actor. Article 18 paragraph (2) states that standard clauses must be placed in a place that is easily visible and can be clearly read and easily understood. If a business actor violates the provisions on the inclusion of standard clauses that have been set out in paragraphs (1) and (2) then it will be declared null and void by law in accordance with the contents of Article 18 paragraph (3). This means that in principle Law Number 8 of 1999 concerning Consumer Protection does not prohibit business actors from making agreements containing standard clauses for each document and/or agreement for business transactions in the trade of goods and/or services, as long as and as long as the standard agreement and/or standard clauses do not include provisions as prohibited in Article 18 of Law Number 8 of 1999 concerning Consumer Protection, which are said to be exoneration clauses.

Laundry services or more commonly known as laundry services are businesses that focus on washing various types of textiles and their processed products. Laundry services are in great demand because of their profitable prospects, especially in areas dense with students and employees who need practical services. Laundry service business

actors use payment notes with standard clauses to facilitate the transaction process. However, these clauses are drafted by laundry service business actors who have a dominant position, while consumers who are in a weaker position cannot negotiate the contents, often to their detriment.

Standard clauses are not prohibited as long as they do not conflict with the Law. However, on Jalan Pramuka, Jalan M. Yamin, and Jalan PM. Noor in Samarinda City, many laundry service providers include exoneration clauses that are detrimental to consumers, when damage or loss occurs, laundry service providers often refuse responsibility, clauses that limit or transfer responsibility are prohibited by Article 18 of Law Number 8 of 1999 concerning Consumer Protection. Of the 22 laundry service providers in Samarinda City, 16 of them still use exoneration clauses in their payment notes.

There are four types of exoneration clauses listed in the laundry service payment note in Samarinda City, namely the transfer of business actor's responsibility for consumer claim rights that are too short which are charged to consumers, the transfer of business actor's responsibility for objects of the agreement that are taken late, the transfer of business actor's responsibility for objects of the agreement that are faded, damaged, and lost, and the limitation of the amount of compensation that varies for objects of the agreement that are lost.

The exoneration clause which transfers responsibility with a claim time limit that is too short, namely 2-24 hours, violates Article 18 Paragraph (1) Letter a of Law Number 8 of 1999 concerning Consumer Protection due to the transfer of responsibility carried out by the business actor to the consumer which should be borne by the business actor, which also conflicts with Article 19 Paragraph (3) of Law Number 8 of 1999 concerning Consumer Protection which states that compensation must be given within 7 days after the transaction.

The exoneration clause that transfers responsibility for the object of the agreement that is not taken on time states that if the goods are lost or damaged after 30 days, the responsibility will fall on the consumer. This clause is made to protect the interests of business actors regarding storage space. At One the Way Laundry it states that "Laundry that is not picked up for more than 1 week and is lost is beyond our responsibility." This clause violates Article 18 Paragraph (1) Letter a of Law Number 8 of 1999 concerning Consumer Protection regarding the transfer of business actor responsibility. In addition, ELMadinah Laundry states "Laundry that is not collected more than 30 days after completion will be donated to victims of natural disasters and orphanages" This clause violates Article 18 Paragraph (1) Letter f of Law Number 8 of 1999 concerning Consumer Protection, because it reduces the consumer's assets by the business actor without the consumer's prior consent.

Exoneration clauses that shift responsibility for faded, damaged, or lost objects, and limit the amount of compensation, should not be included because they violate the consumer's right to receive adequate compensation. If the damage or loss is caused by the negligence of the laundry service provider, they should be fully responsible. Coin Laundry includes the clause "Damage/fading/tearing/shrinkage of clothing during the washing process due to the nature of the clothing material is at the consumer's risk" which violates Article 18 Paragraph (1) Letters a and e of Law Number 8 of 1999 concerning Consumer Protection which regulates the prohibition regarding proof of loss of use of goods or use of services purchased by consumers. Thus, laundry service providers release their responsibility to prove proper management of goods. Laundry service providers also violate the consumer's right to guarantee the safety of goods and protection from damage or loss, according to Article 19 Paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection which states that business actors are required to provide compensation for damage, pollution, and/or losses to consumers due to goods

and/or services produced or traded. In the payment note, laundry service providers often include provisions regarding the compensation limit for loss or damage to laundry objects. Fahmi Laundry sets a maximum compensation limit of ten times the washing fee or up to Rp 100,000.00. This provision is detrimental to consumers, especially if the value of the laundry object is higher than the amount of compensation set. Some business actors even provide compensation that is not commensurate with the value of the object, violating Article 18 Paragraph (1) Letter a and Article 19 Paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection, which requires compensation in the form of a refund or replacement of goods and/or services of the same type or equivalent value.

Laundry service providers, such as Rumah Laundry and Coin Laundry, violate Article 18 Paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection by including standard clauses on the invoice in very small and difficult to see sizes, which can mislead consumers.

Meanwhile, laundry service providers who do not use exoneration clauses in their notes only include basic information, such as customer name, delivery date, and amount of laundry processed, without additional provisions or conditions. This shows that there are no details regarding responsibilities, deadlines, or other conditions that need to be considered, so that all parties do not need to consider additional provisions in carrying out the agreement. From the results of the author's interviews with Istana Laundry employees, it was explained that to handle problems, they use a direct conversation and deliberation approach, if there is a problem related to services or goods, discussions are held to find a fair solution. Istana Laundry employees also photograph each garment when received as documentary evidence, which helps in resolving disputes and ensuring that each claim is handled with accurate data. With this method, Istana Laundry prioritizes clear communication and documentation, thereby improving customer service and trust.

Based on the research results, it shows that the use of exoneration clauses in laundry services is stated on the payment note, including limitations on compensation and transfer of responsibility to consumers for losses such as loss or damage to goods, this violates Article 18 Paragraph (1) Letter a of Law Number 8 of 1999 concerning Consumer Protection, which prohibits business actors from including clauses that transfer responsibility. Laundry service business actors should be responsible for consumer losses experienced due to their negligence, in accordance with Article 19 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection which requires compensation for damage and losses experienced by consumers. Thus, the clause that limits the responsibility of business actors clearly conflicts with the provisions of the Law.

3.2 Implementation Of Consumer Protection Against The Use Of Exoneration Clauses In Laundry Service Notes In Samarinda City

In the implementation of the agreement, each party is obliged to fulfill its performance according to the agreement, which is part of the principle of good faith in the Civil Code. If not, a breach of contract may occur. or breach of promise or even unlawful acts. The legal relationship between the laundry service business actor and the service user is regulated through a memorandum, which includes the rights, obligations, and scope of work of both parties, including potential losses. The laundry service memorandum includes important information such as the date of service, the consumer's name and address, the weight of the clothes, and the total payment. The agreement is usually made verbally, but remains valid and binding. Then the consumer, as the party ordering the laundry service, must come directly to the laundry service location to ask for the price and can pay a deposit. After payment, the laundry service business actor

provides a memorandum as proof, payment can be made at the time of pick-up or according to the agreement for regular customers.

Regarding the rights of laundry service business actors, it is regulated in Article 6 of Law Number 8 of 1999 concerning Consumer Protection, which has been fully fulfilled. Then, regarding the obligations of laundry service business actors in their position as business actors, this must be based on Article 7 of Law Number 8 of 1999 concerning Consumer Protection, one of the violations committed by laundry service business actors related to the exoneration clause is ignoring the obligation to compensate consumers, which is regulated in Article 7 Letters f and g of Law Number 8 of 1999 concerning Consumer Protection. Business actors must be responsible for losses experienced by consumers due to their products or services, including providing appropriate compensation if consumer complaints are valid. However, many laundry service business actors such as Inbox Laundry include a clause that exempts them from responsibility by stating "Shrinking/fading/loss of buttons/accessories is beyond our responsibility." The application of an unfair exoneration clause can harm consumers and is considered a violation of Article 7 Letter g.

In relation to consumer rights regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection, the exoneration clause in the laundry service note often violates Article 4 letters d, e, and h of Law Number 8 of 1999 concerning Consumer Protection. Article 4 letter d gives consumers the right to have their opinions and complaints heard, but Laundry Lab includes a clause stating that they are not responsible for shrinking clothing or loss of valuables, which ignores the consumer's right to file a complaint. This practice can be detrimental to consumers and is contrary to the purpose of consumer protection in the Law. This exoneration clause also violates Article 4 Letter e of Law Number 8 of 1999 concerning Consumer Protection, which gives consumers the right to receive advocacy, protection, and efforts to resolve consumer protection disputes properly. This practice causes losses because business actors do not provide adequate protection, such as what Putri Suciani experienced when filing a complaint to Al Barik Laundry, but the business actor has closed the opportunity to communicate to convey complaints because the application of the exoneration clause causes consumers not to get their rights and causes no efforts that can be resolved by both parties, the exoneration clause which absolutely eliminates the responsibility of the service provider for damage or loss of clothing without providing an option for consumers to file a complaint or obtain compensation to resolve the dispute between the two parties can be considered to violate consumer rights to dispute resolution efforts. This exoneration clause also violates Article 4 Letter h of Law Number 8 of 1999 concerning Consumer Protection, which states that business actors cannot avoid responsibility for losses experienced by consumers due to their products or services, this clause is often "take it or leave it," forcing consumers to accept the conditions. This ignores the consumer's right to compensation, which is an important foundation for ensuring justice and the responsibility of business actors. As experienced by Yoal, a consumer who was harmed by Fahmi Laundry could not ask for compensation for the fading of clothes because of the clause stating that damage due to the nature of the material is the consumer's risk. This practice significantly reduces the responsibility of laundry service providers, so that consumers who are harmed cannot claim their rights according to the provisions of the Law.

In relation to consumer obligations regulated in Article 5 of Law Number 8 of 1999 concerning Consumer Protection, in reality most consumers do not read the instructions or exoneration clauses listed by business actors, and consumers only pay attention to the information contained in the laundry service note when there is a discrepancy in the results of using the service, thus causing consumers to be disadvantaged, consumers in this case do not fulfill their obligations in Article 5 letter a concerning consumers being

required to read or follow the information instructions and procedures for using or utilizing goods and/or services, for safety and security.

The institution or agency that has the authority to supervise standard clauses circulating in the community is the Consumer Dispute Resolution Agency (BPSK). BPSK is formed based on the decision of the Governor in each province where the agency is located, BPSK has the task and authority to handle and resolve consumer disputes through conciliation, mediation, and arbitration, provide consultation on consumer protection, and supervise the inclusion of standard clauses in the community. This is in accordance with Article 52 of the Republic of Indonesia Law Number 8 of 1999 concerning Consumer Protection. Article 52 Letter c of Law Number 8 of 1999 concerning Consumer Protection gives BPSK the authority to supervise standard clauses, including exoneration clauses that are detrimental to consumers. However, in its implementation, this supervision is still less than optimal, as evidenced by the many exoneration clauses that still exist in laundry service notes. According to the author's interview with BPSK, BPSK stated that until now it has never carried out supervision of the circulation of exoneration clauses in laundry service notes, which is caused by time and budget constraints, which has resulted in many tasks not being carried out properly.

In its implementation, there are still many consumers who are harmed by the use of exoneration clauses in laundry service notes, which prevent them from demanding compensation or replacement of goods. In addition, consumer knowledge of exoneration clauses is very low so that consumers do not know about the prohibition on their use. There are 16 consumers who have been harmed by laundry service business actors who apply exoneration clauses in their payment notes.

Then, from the 16 consumers who were harmed, it can be concluded that the implementation of consumer protection in Samarinda City has not been carried out effectively, because based on the theory of legal effectiveness according to Soerjono Soekanto, the effectiveness or ineffectiveness of a law in legal effectiveness is determined by 5 (five) factors, namely:

a. Legal Factors

In this case, the law governing consumer protection, especially consumers who are harmed by the application of the exoneration clause which is the basis for consumer protection, is protected by Law Number 8 of 1999 concerning Consumer Protection. Thus, the legal factors needed to overcome the problem are already available and regulated by the government.

b. Law Enforcement Factors

In carrying out their duties, law enforcers must be able to communicate well. However, in reality, BPSK in Samarinda City has not carried out supervision of the exoneration clause in the laundry service note, then the Samarinda City Cooperatives, SMEs and Industry Service in the field of Consumer Protection and Business Order admitted that they had never educated consumers and business actors regarding the prohibition on the use of exoneration clauses, so that until now there have been no consumers who have complained about problems related to losses caused by the use of exoneration clauses in laundry service payment notes.

c. Supporting Facilities Factors

The success of the effectiveness of the implementation of the law is the means or supporting facilities of the law itself. However, in reality, BPSK faces obstacles in carrying out its duties due to time and budget constraints, so that supervision of the exoneration clause is not yet optimal.

d. Community Factors

In this case, the community also has an important role in enforcing the law itself. However, in reality, consumer awareness of their rights is still low and laundry service business actors do not have legal awareness of the many inclusions of exoneration clauses in laundry service notes.

e. Cultural Factors

The last factor is the cultural factor related to society. Research in Samarinda City shows that business actors and consumers still do not understand consumer protection policies, especially regarding the prohibition of exoneration clauses. Consumers are also not sufficiently aware of the importance of reading the terms and conditions that cover their rights, Article 5 letter a of Law Number 8 of 1999 concerning Consumer Protection emphasizes the obligation of consumers to understand the instructions for using goods and services.

So it can be concluded that the implementation of consumer protection against exoneration clauses in laundry service notes in Samarinda City has not been effective, because factors of law enforcement, facilities, society, and culture have not been realized optimally, and laundry service business actors have not complied with applicable regulations. This is due to the lack of consumer understanding of the prohibition on the use of exoneration clauses and their ignorance that BPSK can be a means of dispute resolution

4. Conclusions

There is an exoneration clause in the laundry service payment note in Samarinda City which is contrary to Law Number 8 of 1999 concerning Consumer Protection. This clause often reduces or eliminates the responsibility of business actors for damage, loss, or delay, which should not be justified. There are at least four forms of exoneration that are commonly found, Provisions that limit the time for claims and compensation to only 2-24 hours after collection. Disclaimer for items not picked up within 7-90 days. Shrinkage, fading or loss of items during washing is beyond the responsibility of the laundry. The limitation on the amount of compensation given by business actors is 5-10 times the washing costs.

The implementation of consumer protection has not been effective because the exoneration clause is still circulating, which is detrimental to consumers and benefits business actors. The lack of role of the Consumer Dispute Resolution Agency (BPSK) in supervision and the Samarinda City Cooperatives, SMEs and Industry Service in educating the public about their rights under the Consumer Protection Law, causes consumers to be unaware of the rights they should have. The government, through BPSK and the Samarinda City Cooperatives, SMEs and Industry Service, should be more active in supervising business actors and educating the public about their rights and obligations. This will increase public awareness, both consumers and business actors. Consumers need to pay more attention to their rights and dare to sue business actors if they feel disadvantaged, so that they can obtain appropriate compensation. On the other hand, laundry service business actors in Samarinda City should not only focus on profits, but also pay attention to the fulfillment of consumer rights that have been regulated. They need to adjust the exoneration clause in the payment note with the applicable provisions to ensure compliance with existing regulations.

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