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A Typological Study of Standard Terms in Online Platform User Service Agreements in the Digital Age

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Abstract. In the digital era, standard clauses in online platform user service agreements serve as a core instrument defining the rights and obligations between platforms and users. While such clauses improve contracting efficiency, they have also given rise to malpractices including forced authorization, triggering numerous civil disputes and seriously infringing upon users' legitimate rights and interests. In judicial practice, the absence of clear typified guidelines for similar disputes has led to inconsistent adjudication criteria and divergent judgments in analogous cases.Against this dilemma, a typological research approach should be adopted. Based on key judicial controversies, standard clauses can be categorized into four core types: dispute resolution, personal information processing, agreement modification, and rights restriction. This paper analyzes problems inherent in each type, such as insufficient reminder and explanation, manifest unfairness of content, and inconsistent standards for validity determination. It further proposes refining platforms' rules of reminder and public disclosure, tightening restrictions on the scope of clause contents, and unifying judicial review standards, so as to lay a solid legal foundation for the sound development of the digital economy.

Keywords: Digital Economy, Online Platforms, Standard Form Clauses, Typological Analysis, Differentiated Regulation

1. Introduction

Against the backdrop of the booming digital economy, standard form clauses have emerged as a core mechanism for online platforms to accommodate the contracting needs of massive users and cut operational costs. Such clauses now permeate the entire lifecycle from user registration and service utilization to dispute resolution, forming an indispensable component of user service agreements. While the widespread adoption of standard form clauses has boosted transaction efficiency, platforms, leveraging their technological superiority and market dominance, embed unfair provisions—such as mandatory authorization of personal information and unilateral modification of agreements—within lengthy texts or multi-layered hyperlinks. This practice not only seriously infringes users' legitimate rights including the right to information and the right to fair transactions, but also triggers a large number of civil disputes.

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In judicial practice, disputes over online platform standard form clauses have surged, yet judicial standards remain inconsistent. Some courts uphold the validity of such clauses merely on the ground that "users clicked agree", disregarding the fairness of their contents [1]. Other courts do examine the validity of clauses but lack clear typological guidance, resulting in divergent criteria for identifying the illegality boundaries of clauses with different natures, and thus sharply conflicting outcomes in similar cases [2]. In academic circles, existing studies mostly focus on the overall regulation of standard form clauses or fragmentary analyses of individual clause types. Even when categorization is adopted, scholars rarely explore the inherent value of classification—namely, the fundamental differences in regulatory purposes, the allocation of rights and obligations, and the degree of harm across distinct types of standard form clauses. Procedural defects, substantive illegality, and key points of judicial review should accordingly vary accordingly. Current research fails to address the practical demand for "differentiated regulation of different clause types", contributing to inconsistent judicial standards, inadequate targeted protection for user rights, and persistent irregularities concerning platform standard form clauses.

With that context in mind,this paper takes a typological approach. It reviews the main theories and existing rules,then looks at the disputes that keep showing up in court to distill the key types of clauses. On that basis,it sets out tailoblue regulatory options. The goal is to reduce the current patchwork of judicial review standards and make it easier for users to defend their rights, while still holding platforms to clear expectations and leaving room for the digital economy to grow.

2. Theoretical foundations of standard terms in online platform user service agreements

2.1. Defining the concept of standard terms in online platform user service agreements

Economists originally treated standard form clauses as off-the-shelf contract tools: a way to cut transaction costs and make high-volume deals workable. The focus was practical—lower the friction,move faster,spend fewer resources per transaction,and (in theory) allocate resources more efficiently. Once lawyers got hold of the idea,the discussion split into two main camps. One is the contractual view,which treats these clauses as ordinary civil-contract terms and ties their legitimacy to the parties' consent [3]. The other is the autonomous-rule view,which argues that platform rules look less like bargained-for promises and more like private governance,with a quasi-public flavor because platforms effectively regulate user behavior [4]. Putting those debates to the side and sticking to a working definition: in online platform user service agreements,standard form clauses are terms drafted in advance by the platform to serve a large pool of users and keep operating costs down. Users don't negotiate them at the point of signing. It's take it or leave it—accept the terms or walk away. In practice, people also just call them "standard terms" or "standardized terms."

Online platform standard form clauses differ from clauses in traditional civil contracts mainly in how they are formed and how they are laid out [5]. In terms of formation logic, such clauses are not derived from mutual consent, but are unilaterally drafted and imposed by platforms relying on their market dominance. In terms of structural form, they usually appear in electronic documents and are often embedded within lengthy user agreements or concealed behind multi-layered hyperlinks.

2.2. Legal characteristics of standard terms on online platforms

The legal characteristics of standard terms on online platforms can be divided into three fundamental characteristics and three distinctive traits. The fundamental characteristics refer to the core attributes inherent in standard terms themselves: First is their pre-drafted nature, meaning that standard terms

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are drafted unilaterally by the platform operator prior to the user's entry into the contract, and the content of the terms fully reflects the platform's unilateral will. The user service agreements of mainstream platforms such as Douyin and Taobao are all pre-drafted by the platforms based on their own operational needs and are already finalized by the time users register. Second is the lack of negotiation with the counterparty: during the contract formation process, platform users can only accept or reject the entire set of terms as a whole and cannot negotiate or modify individual clauses with the platform [6]. Third, they are reusable. Standard terms are formulated for an unspecified number of users in the online space and can be repeatedly applied to multiple online contract formation acts over a certain period; the user service agreement of the same platform is equally binding on all registered users [7].

Special attributes refer to the distinctive characteristics of online platform standard form clauses that distinguish them from traditional standard form contracts, owing to their reliance on digital technologies and network ecosystems. First, contracting is digitalized, the most prominent feature: users can complete the contracting process simply by clicking "agree," yet they often enter into the agreement passively without adequate review of the terms [8]. Second, clause presentation is overly complicated. Platforms adopt lengthy texts to cover transactional risks, which renders "conspicuous reminders inconspicuous" and makes it difficult for users to identify provisions concerning core rights and obligations. Third, bargaining power is seriously imbalanced. Platforms, relying on their advantages in data and algorithms, exercise substantive dominance over users, resulting in an obvious unequal relationship between the two parties. Online platforms use standard form clauses: prewritten terms the platform writes on its own and applies to a broad, undefined group of users. Legally, they look like standard boilerplate contracts, but the online setting gives them a few quirks that don't show up in offline agreements.

2.3. Overview of current relevant regulatory basis

China already has a fairly complete set of rules for standard form clauses, but it's scatteblue across a few different laws. The backbone is the Civil Code,with the Consumer Rights Protection Law, the E-Commerce Law,and the Personal Information Protection Law filling in the parts that matter most for consumers and online platforms.Under the Civil Code,Article 496 explains what counts as a standard form clause and, more importantly,how it gets properly folded into a contract. The key point is that the drafter can't just bury important terms. If a clause touches the other party's material interests,the drafter has a duty to flag it and explain it. Article 497 then lists when standard clauses are invalid, including terms that unfairly let the drafter dodge responsibility or dump extra liability on the other side. In practice, these two articles do most of the heavy lifting in court when judges assess whether a boilerplate term should stand. For consumer contracts, Article 26 of the Consumer Rights Protection Law is even more direct. It bars businesses from using standard terms to cut down consumer rights or to blueuce or avoid their own liability, and it treats clauses with that kind of content as invalid. That's basically the law saying, "You don't get to write yourself a free pass just because the consumer clicked 'agree.'"Online platforms get more procedural regulation through the E-Commerce Law. Articles 32 to 36 focus on how platform service agreements and transaction rules are made,published, and changed. Platforms are requiblue to follow principles like openness and fairness when setting rules,and when they revise them, they need to give users a reasonable way to exit. This matters because a lot of platform disputes aren't only about what the clause says,but also about how it was introduced or amended. Then there's the Personal Information Protection Law (PIPL). Articles 13 to 17 set out lawful bases for processing personal information and push back

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against "consent by exhaustion." Platforms can't use standard form clauses to force users into handing over personal data that has nothing to do with the service. They also have to clearly notify users of the rules for personal information processing. In other words, PIPL gives courts and regulators a firmer handle on privacy-related boilerplate. Put together, this is a workable framework: the Civil Code provides the general test (what is a standard term,how it's incorporated,when it's invalid),and the other statutes add targeted rules for consumers,platform governance,and personal data. It's enough to support judicial review in most routine cases.

But the weak spots show up fast once you look at how the rules actually get applied. First,some Civil Code standards—like the idea of an "unreasonable restriction of the other party's main rights" in Article 497—are vague. Without clearer categories or examples, courts can end up pulling in different directions on similar facts. Second, the system is still largely reactive. Most tools are ex post: you fight after the harm is done, rather than forcing better notice, better design, and ongoing oversight before disputes explode. Third,the statutes don't always line up neatly. When consumer protection, platform rules, and personal information rules overlap, it's not hard to see how judges (or parties) can end up arguing over which law controls,and that can create inconsistent outcomes.

3. A study on the standardization of standard terms in online platform user service agreements

3.1. Dispute resolution clauses

Dispute resolution clauses are boilerplate terms platforms use to spell out how fights with users will be handled. In practice,they usually come in two flavors: arbitration clauses and jurisdiction (forum selection) clauses. And the arguments around them tend to land in two places: did the term actually make it into the contract,and is the term fair once it's there? Arbitration clauses usually say: if you have a dispute with the platform, you must go to arbitration at a specified institution, and you don't get to sue in court. Courts often push back when platforms bury these clauses in a hyperlink, an appendix, or a wall of small print,and then act as if users "agreed" just by clicking through. If the platform didn't give a real heads-up, judges are willing to say the arbitration clause never became part of the contract in the first place. One typical online service dispute went that way: the platform tucked the arbitration clause into an appendix in ordinary font, with no bold text, pop-up prompt, or other obvious notice. The court's point was simple: you can't expect a normal user to catch it, so the arbitration agreement didn't bind them.

Jurisdiction clauses are a little different. Instead of pushing the case out of court,they pick which court gets the case,often the court where the platform is based. These can be struck down when they basically force users to travel, spend more money,and litigate at a disadvantage with no good justification. A Meituan clause choosing the court at Meituan's domicile, for example, was invalidated because it piled extra cost and inconvenience on users and wasn't presented in a way that would reasonably grab attention. On the other hand, Pinduoduo's clause was upheld, largely because the platform made it hard to miss: it was bolded and paiblue with a mandatory reading period to make sure users had notice [9].

When courts decide these cases, they're doing a balancing act. On the procedural side, the key question is whether the platform actually reminded users and explained the term in a way that counts as meaningful notice. On the substantive side, the question is whether the arbitration or forum choice is lopsided enough to put an unreasonable burden on users. The reason the case law splits is that judges don't always weigh those two concerns the same way.

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3.2. Personal information processing clauses

Clauses about personal information processing are usually boilerplate terms platforms use to control how they collect, use, store, and share users' data. The real problems are pretty straightforward: a lot of these clauses go beyond what the platform is actually allowed to demand, and the so-called "reminders" and "explanations" often exist on paper only. One common abuse is "mandatory authorization." Platforms tie basic services to consent that has nothing to do with the service itself. A navigation app that won't even let you use simple route guidance unless you hand over your contacts is a good example. That's not consent in any meaningful sense; it's a take-it-or-leave-it gatekeeping move.

Overreach clauses show up in a slightly different way. Platforms write in vague,all-you-can-eat language to stretch the boundaries of what they can collect, like saying "all device information and network data may be collected for service optimization," without spelling out what "all" includes or what "optimization" actually means. In Hu v. Shanghai Ctrip Co.,Ltd.,the court found that Ctrip collected personal information unrelated to its services through blanket authorization,went beyond what was necessary,and violated the "minimal necessity" principle in personal information processing. The result was that the relevant clause was invalid [10]. Then there are blanket authorization clauses aimed at commercial exploitation. These let platforms use personal information for advertising,data sharing,and other business purposes for free,and without getting separate,specific consent. For example,a social media user agreement might say,"the platform may authorize affiliated companies to use users' posted content and personal information for advertising." The problem isn't subtle: the clause doesn't draw a clear line around what commercial use is allowed,and it doesn't give users a real choice. That cuts against the user's right to decide how their personal information is used,so courts often strike clauses like this down.

At bottom,these clauses are invalid for the same reason: they reach too far into users' rights and interests. When courts routinely refuse to enforce mandatory-authorization and over-collection terms,they're siding with a simple idea in the Personal Information Protection Law—collect only what you actually need—and with the user's ability to control their own information.

3.3. Agreement modification clauses

Agreement modification clauses are boilerplate terms that let platforms change service rules on their own. The real fights tend to be pretty down-to-earth: how far that power can go,and whether users actually have a workable way to walk away if they disagree. Most of these clauses say the platform can revise the agreement for business needs or regulatory reasons,and that if you keep using the service,you've "accepted" the new terms. Courts are more likely to see that as an abuse of rights when the clause is basically a blank check (no real limits on what can be changed),the platform doesn't properly notify users,or the user has no reasonable way to exit. One example is iQiyi: it rolled out paid "advanced viewing" without offering a refund channel,and the related modification clause was found invalid [11].

In practice,the most common problem is bad notice. Some platforms just post a revision announcement somewhere on their site and call it a day—no pop-up,no in-app prompt,no text message. The result is predictable: plenty of users never realize anything changed,let alone what changed. The other recurring problem is the "no real exit" trap. If a user objects,the platform effectively tells them: accept it or lose what you already paid for. Courts don't love that. For example, after one online game platform revised its user agreement, it didn't offer any way for

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players who rejected the new terms to transfer or be compensated for virtual assets in their accounts. That's not a choice; it's a penalty. The modification clause was therefore held invalid for obvious unfairness.

Judicial review in this area mostly comes down to one idea: platforms can't use unilateral modification language as a cheat code. When notice is flimsy or exit is unrealistic,courts are willing to strike the clause to protect users' right to know what they're agreeing to and their right to choose —while keeping contracts from turning into moving targets whenever the platform feels like it.

3.4. Rights restriction clauses

Rights restriction clauses are standard form terms adopted by platforms to curtail users' rights and exempt themselves from liabilities, consisting mainly of compulsory intellectual property licensing clauses and unreasonable disclaimer clauses. The central issue is their inherent unfairness and the serious imbalance of rights and obligations between the two parties. Compulsory intellectual property licensing clauses commonly grant platforms perpetual, worldwide, royalty-free rights to content uploaded by users. For example, Xiaohongshu's user agreement stipulates that users grant the platform a free, irrevocable, non-exclusive license to use, revise, and distribute user-generated content. Such provisions deprive users of benefits from their intellectual property rights without explicit consent and exceed the scope of reasonable authorization. Courts therefore usually invalidate the overly extensive licensing parts of such terms.

Unreasonable disclaimer clauses include exemptions from breach of contract liability and restrictions on refund rights. For instance, some online education platforms stipulate "no refunds after payment," thereby restricting users' right to rescind the contract. Clauses that exempt platforms from liability for technical failures without providing remedial measures are also invalid for violating the principle of fairness. In the dispute between Mo Mou and Beijing Jiangyu Interactive Technology Co., Ltd., the court explicitly ruled that a clause completely barring users from claiming refunds was invalid, as it disproportionately burdened users and excluded their core contractual rights.

These clauses tilt the playing field: platforms take sweeping rights while dodging responsibility. When courts strike down overly broad IP licenses and unreasonable liability waivers,they're basically enforcing the Civil Code's fairness principle and sending a clear message: if platforms want expansive rights,they also have to carry matching obligations.

4. Practical dilemmas concerning standard form clauses on online platforms

When courts apply the four main types of clauses, user agreements on online platforms tend to run into the same problems: standard terms often have built-in procedural and substantive flaws, and judges do not always apply the same yardstick from case to case. Since each clause type causes its own kind of trouble,this section looks at them one by one,grounded in what courts have actually done.

4.1. Prominent procedural defects in clause application with obvious typological features

In judicial practice, procedural defects of standard form clauses mainly consist of inadequate performance of the duty of reminder and explanation. Such defects vary across different clause categories and have become a key consideration for courts in determining the validity of clauses.

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Procedural flaws differ by type: dispute resolution clauses are often concealed, such as arbitration provisions buried under multiple hyperlinks, resulting in low user awareness; personal information processing clauses are accompanied by vague reminders that fail to clearly specify core contents such as non-essential data collection and commercial usage, with overly hasty pop-up notifications; agreement modification clauses rely on simplistic notice methods, usually only website announcements, making it easy for users to remain uninformed; rights restriction clauses do not prominently highlight key contents concerning intellectual property licensing and disclaimers, leaving users unable to identify such terms.

In addition, some platforms with market dominance face the problem of ineffective reminder under compulsory contracting across all types of clauses [12]. Users who refuse to accept standard form clauses are denied access to platform services. Even if platforms formally fulfill their reminder obligations, the absence of room for negotiation renders the purpose of the reminder and explanation duty meaningless.

4.2. Lack of substantive fairness in clause contents and divergent illegality orientations

Judicial cases show that all types of standard form clauses suffer from common unfairness. However, due to differences in the nature of rights and obligations, the illegality of each clause type presents distinct typological characteristics, all of which fundamentally violate the basic fairness principle for standard form clauses prescribed in Article 497 of the Civil Code.

Unfairness in dispute resolution clauses is reflected in an unbalanced allocation of rights and obligations. Platforms frequently stipulate jurisdiction at their own domicile or designate unconnected arbitral institutions, significantly increasing users' cost of rights protection. For example, Meituan's designation of its domicile as the jurisdiction for nationwide disputes deprives users of the right to seek remedies locally.The illegality of personal information processing clauses mainly lies in exceeding statutory authority. Platforms either mandate users to provide non-essential personal information as a condition for service access, or adopt blanket clauses authorizing unrestricted data collection and commercial exploitation. Such practices violate the principle of minimal necessity established by the Personal Information Protection Law and essentially infringe users' right to personal information self-determination. Agreement modification clauses involve excessive expansion of unilateral power. Platforms typically reserve the right to unilaterally alter the agreement based on "business needs" without defining reasonable scope, and treat continued use as acceptance of revisions. This effectively grants platforms unlimited unilateral modification authority and deprives users of the right to negotiate contractual terms.Unfairness in rights restriction clauses manifests as unreasonable exemption of platform liability and restriction of users' core rights. Many unreasonable disclaimer provisions stipulate that platforms bear no compensation liability for technical failures or service interruptions, or completely exclude users' right to refunds, allowing platforms to evade liability even when at fault.

4.3. Inconsistent judicial standards and divergent validity findings

In the absence of specialized judicial guidelines tailored to different categories of standard form clauses, courts have adopted markedly divergent criteria for assessing the validity of similar clauses in practice. This has become a central predicament in the judicial application of standard form clauses, observable across all clause types, and directly gives rise to inconsistent rulings in analogous cases.

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First, standards of procedural review vary widely. Courts diverge on what constitutes a "reasonable manner" for platforms to fulfill the duty of reminder and explanation. Some courts hold that formal measures such as boldfacing or pop-up windows suffice to satisfy the reminder obligation. For instance, courts upheld Pinduoduo's compliance where it highlighted jurisdiction clauses in bold and underlined text and imposed a minimum reading period. Other courts, by contrast, insist on a substantive evaluation calibrated to the nature of the clause. For terms closely tied to users' core rights—including dispute resolution and personal information processing provisions—formal notice alone is deemed insufficient; platforms must also provide specific and explicit reminders of key content.

Second, there are divergences in the substantive standards for assessing fairness of content. Regarding the provisions in Article 497 of the Civil Code concerning "unreasonable restrictions on the other party's principal rights" and "imposing additional liability on the other party". For example, regarding unilateral jurisdiction clauses stipulated by platforms, some courts hold that such clauses merely increase the cost of users exercising their rights and do not directly restrict users' litigation rights, and thus deem the clauses valid; whereas other courts hold that such clauses substantively result in unequal litigation standing between the parties, constituting an unreasonable restriction on users' rights to seek remedies, and should therefore be deemed invalid. Regarding clauses that restrict rights, some courts view the platforms' intellectual property licensing and liability disclaimer provisions as "industry practices" that do not exceed reasonable limits; other courts, however, hold that such clauses—which were not negotiated with users and effectively deprive users of their core rights—should be deemed invalid.

5. Improving the typified regulatory approach for standard form clauses on online platforms

The current mess of flaws and split court rulings across the four core clauses makes one thing pretty clear: we need a tighter, more deliberate regulatory framework. The goal is straightforward: standardize the platforms' boilerplate terms, get courts closer to the same playbook, and strike a workable balance between the parties. With that in mind, the next section lays out a set of tailored proposals from three angles: procedure,substance, and judicial practice.

5.1. Dispute resolution clauses: regulate publicity and substantive terms to safeguard remedial rights

To tackle the core problems of concealed presentation and unfair jurisdiction or arbitration arrangements in dispute resolution clauses, first, at the procedural level, such clauses shall be clearly defined as terms involving material interests. Platforms must present them through independent pop-up windows with separate consent checkboxes, and must not embed them in appendices or multi-layered hyperlinks. The pop-up window shall explicitly specify key information including the competent court, arbitral institution, and a reminder of potential costs of rights protection, with a mandatory reading period of no less than 10 seconds, so as to prevent users from expressing consent without genuine awareness. Second, regarding content, platforms must be prohibited from stipulating unilateral exclusive jurisdiction. Jurisdiction clauses must adhere to the principle of "having a substantive connection to the dispute, " allowing users to choose the court of jurisdiction from among the platform's place of business, the place of contract performance, or the user's own place of residence. Arbitration clauses must clearly specify the name of the arbitration institution, the arbitration rules, and the method of bearing arbitration costs; they must not include catch-all provisions that exclude users' right to litigation. Finally, at the judicial level, the review logic for

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jurisdiction or arbitration clauses must be standardized. If a clause significantly increases the cost of users exercising their rights, it should be deemed invalid even if the user has checked a box to agree.

5.2. Provisions regarding the processing of personal information: strictly adhering to legal boundaries to protect information rights

Regarding the illegality of mandatory authorization and excessive collection in provisions concerning the processing of personal information, a regulatory framework featuring tiered authorization, collection limits, and transparency in use must be established in strict accordance with the principles set forth in the Personal Information Protection Law. First, strictly adhere to the principles of minimal necessity and purpose limitation. Prohibit platforms from stipulating broad terms regarding information collection and commercial use. Require that the scope of information collection be directly related to the purpose of the service; commercial use must obtain separate user consent, and user personal information must not be shared with unrelated third parties. Second, clarify the platform's obligations regarding information security safeguards; terms must specify remedial measures and liability for compensation in the event of information leaks. Finally, at the judicial level, the principle of statutory authorization should serve as the core of review. If terms involve the mandatory authorization of non-essential information or the collection of information beyond the necessary scope, such terms shall be deemed invalid, and there is no need to review the platform's duty to provide explanations or notifications [13].

5.3. Terms regarding agreement amendments: regulating unilateral amendments and improving opt-out mechanisms

Addressing issues such as the expansion of unilateral rights, limited notification methods, and the absence of reasonable opt-out mechanisms in terms regarding agreement amendments, the following measures are proposed: First, refine the standards for notifications and disclosures regarding agreement amendments. Platforms must announce amendments 15 days in advance in prominent locations such as the app's homepage and user profile section, while simultaneously sending change notifications to users via SMS and one-on-one pop-up windows. The notification content must specify the core changes, the deadline for user objections, and the opt-out procedures; For users who have paid for services or have been long-term subscribers, platforms must provide a dedicated notice in either paper or electronic form. Second, the legal boundaries of the platform's right to unilaterally amend terms must be clarified. The terms must specify the scope of permissible grounds for amendment, allowing changes only based on legal provisions or reasonable business adjustments. It is prohibited to use term amendments to increase user obligations, reduce platform liability, or alter core service content. Finally, an unconditional opt-out mechanism must be established. If a user objects to the amended terms, the platform must allow them to terminate the agreement unconditionally. For fees already paid, a refund must be provided in proportion to the unused period, and channels for transferring or liquidating virtual assets must be provided.

5.4. Terms restricting rights: strictly control the boundaries of rights to ensure uniform and fair review

Regarding issues with terms restricting rights—such as the gratuitous licensing of intellectual property and unreasonable disclaimers—first, at the procedural level, such terms must be highlighted separately and clearly state associated risks. Intellectual property licensing clauses must explicitly specify the term of the license, scope of use, and method of revenue sharing. Disclaimer

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clauses must clearly indicate the circumstances and exceptions covered by the disclaimer using bold or red text; vague language must not be used to evade disclosure obligations. Second, at the content level, the reasonable boundaries of intellectual property licensing must be regulated. Platforms are prohibited from stipulating intellectual property licenses that are gratuitous, perpetual, or without geographical restrictions [14]. The term of the license must align with the service term; strictly limit the scope of application of liability exemption clauses, prohibiting platforms from exempting themselves from liability for user losses caused by intentional acts or gross negligence, or losses resulting from the invalidity of standard terms; for exemptions related to technical failures, service interruptions, and similar circumstances, the platform's remedial measures and compensation plans must be explicitly stated. Finally, the principle of proportionality may be introduced to review clauses restricting user rights; if the restriction on user rights is clearly disproportionate to the interests pursued by the platform, such clauses should be deemed invalid even if the duty to provide notice and explanation has been fulfilled.

5.5. Judicial adjudication: unify review standards and optimize the burden of proof

To address the problems of inconsistent judicial standards and imbalanced proof burdens, courts should establish typified review guidelines to unify reasoning and applicable rules.First, clarify the priority of review: the legality of clauses shall be examined first. Clauses violating mandatory legal provisions shall be deemed invalid directly, without further review of the reminder and explanation obligation.Second, unify the standard for the duty of reminder and explanation: clauses concerning material interests require substantive and targeted notice, while general clauses only need formal reminder.Third, optimize the allocation of burden of proof, placing the primary burden on platforms and a supplementary burden on users. Platforms shall prove that they have fulfilled relevant obligations and that the clauses are fair and reasonable, while users need only establish that the clauses are defective or that their legitimate rights and interests have been harmed.

6. Conclusion

Based on the focus of judicial disputes and the nature of rights and obligations, this paper classifies standard form clauses into four core categories: dispute resolution, personal information processing, agreement modification, and rights restriction. It clarifies the defects, illegality and appropriate regulation for each clause type. Procedurally, it strengthens platforms' reminder and explanation duties without uniform treatment; substantively, it adheres to legal boundaries and fairness; judicially, it promotes consistent review standards and reasonable burden of proof, forming precise rules for the four clause types.Regulating platform standard form clauses ultimately balances platform operational flexibility and user rights protection. The indiscriminate "one-size-fits-all" approach causes inconsistent judicial decisions and disadvantaged users. A typological method distinguishes functionally different clauses, enabling targeted strict or flexible regulation, restoring standard clauses to their original purpose: efficient yet fair contracting. In the future, facing new challenges such as AI-generated clauses and cross-border data flows, it is still necessary to continuously deepen typological research, strengthen technological empowerment and rule connection, so as to provide more targeted theoretical support for judicial adjudication and legislative improvement.

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