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Validity Identification of Small Print Disclaimer Clauses in Online Advertisements from the Perspective of the Obligation to Prominently Inform

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Abstract: The marketing tactic of eye-catching headlines paired with fine-print disclaimers in online advertising enables business operators to exploit asymmetries in information presentation by concealing material restrictions and exemption clauses in inconspicuous locations. Such practices are designed to induce consumers into transactions while minimizing legal liability. The validity of these fine-print clauses therefore hinges on whether the operator has fulfilled the duty of prominent disclosure. Grounded in Article 496 of the Civil Code, which provides that a standard term shall not be incorporated into a contract if the supplying party fails to perform its duty of notification or explanation, this paper examines the issue from the perspective of standard terms control. Drawing on theories of incorporation control in electronic contracts, the study integrates the doctrine of unusual terms with traditional incorporation rules and constructs a three-tier progressive framework for validity determination: general incorporation, individual incorporation, and validity control. At the general incorporation stage, the focus is on accessibility and formal prominence of standard terms. At the individual incorporation stage, the criterion shifts to whether consumers can actually notice and understand clauses concerning material interests, with heightened requirements for unusual terms. At the validity control stage, substantive fairness is introduced to assess the legality of the clause content. This framework enhances doctrinal clarity, improves judicial reasoning, and enables the integration of procedural and substantive regulation, thereby providing theoretical support for regulating online advertising practices and strengthening consumer protection.

1. Introduction

When purchasing an essence cream, the merchant advertised buy one get one free, leading consumers to believe they would receive a full-size product, only to find trial samples upon delivery. Up to 80% off storewide is promoted, yet a note in the corner states that selected items can only be found upon close inspection [1]. An annual return of 7% is highlighted in large print, with fine print beside it clarifying that forecast returns do not represent actual returns [2]. Such fineprint traps in daily consumption have become a common tactic in online marketing. Merchants use eye-catching large fonts to highlight product effects, discount intensity, and other attention-grabbing content, while placing supplementary explanations, usage restrictions, or disclaimers qualifying the large-print promotions in extremely small fonts at page edges, bottoms, or against similarly colored backgrounds. This forms a contrasting promotional pattern of eye-catching large print paired with disclaimers in fine print. From a marketing strategy perspective, fineprint supplementary information is inherently reasonable: it highlights core product selling points while safeguarding consumers' comprehensive right to be informed about product details. However, when merchants deliberately present material information crucial to consumers—such as terms of use, discount limitations, and risk warnings—in inconspicuous fine print, this practice crosses the boundary of legitimate marketing. More alarmingly, once disputes arise, merchants frequently invoke these disclosed fineprint clauses as a basis for exemption, claiming fulfillment of information disclosure obligations and putting consumers at a disadvantage in rights protection. Scholars have noted that the essence of font size lies in whether prominent notification and explicit reminders are provided. If merchants exaggerate nonobjective product gimmicks in large print yet downplay core material information in fine print, such conduct constitutes a typical violation. The complexity of this issue is exemplified in the case of Li v. A Company (audio equipment sales contract dispute) heard by the Beijing Internet Court. The merchant prominently promoted the 360° dome function in the product title, promotional images, and other conspicuous locations, but the critical fact that this function required a separately purchasable rear surround sound speaker was only indicated with an asterisk and fine print, or implied through vague phrasing such as optional wireless rear surround speakers. The court ultimately held that the merchant failed to fulfill its obligation to disclose product information comprehensively, truthfully, and accurately, and upheld the consumer's claim for contract rescission. However, since the merchant had provided reminders in multiple places, intent to defraud was not established, and the claim for treble damages was dismissed. This judgment demonstrates that the validity determination of fineprint disclaimer clauses involves not only formal contractual judgments under contract law but also the core value of consumer protection: the right to information is not merely the right to be informed, but to be informed clearly, comprehensively, and without misguidance. This raises an urgent legal question: What is the legal validity of fineprint disclaimer clauses used in online advertising? What legal standards govern their validity? How can a systematic validity identification framework be constructed from the theoretical perspective of standard terms control? In current judicial practice, courts apply inconsistent criteria when assessing the validity of such clauses, focusing either on formal disclosure or substantive conspicuousness, lacking unified adjudicative guidance. Doctrinal research mostly centers on the general validity of standard terms, while targeted studies on fineprint disclaimer clauses in online advertising remain scarce—particularly research that constructs a systematic validity identification rule from the perspective of the prominent notification obligation in conjunction with Article 496 of the Civil Code. Accordingly, this paper takes the prominent notification obligation as its entry point and Article 496 of the Civil Code as its core normative basis. Drawing on the theoretical framework of incorporation control of standard terms, it systematically examines the validity identification of fineprint disclaimer clauses to fill relevant research gaps. By providing theoretical support and practical suggestions for the fair adjudication of such disputes in judicial practice, this study carries both academic and practical significance.

2. Theoretical Basis and Normative Structure of the Prominent Notification Obligation

2.1. Juridical Foundations

The prominent notification obligation is rooted in the concept of justice in information distribution under modern contract law, and its core targets the information imbalance in the context of fineprint disclaimers in online advertising [3]. Businesses use eye-catching large print to emphasize discounts, efficacy, and other appealing features, yet conceal crucial information such as exemptions and restrictions in inconspicuous fine print, deliberately exacerbating information asymmetry and inducing consumers to make irrational transaction decisions based on one-sided information. This is precisely the core problem that the prominent notification obligation is designed to remedy [4]. From an economic perspective, this model of eye-catching large print paired with disclaimers in fine print intensifies the lemons market effect [5]: unable to detect hidden fine-print information, consumers cannot distinguish the genuine value of a business's promotion from its concealed risks, which may eventually erode trust in the entire market and drive high-quality operators out of the market. The establishment of the prominent notification obligation compels businesses to disclose key exemption and restriction information in conspicuous fine print, reduces consumers' information search costs, addresses market failure caused by information asymmetry, and safeguards rational transactions. As scholars have noted, contrasting large and small print is justifiable if the content is consistent and complementary; however, when businesses mislead through large print and disclaim through fine print, they essentially exploit information advantages to create cognitive bias, which constitutes misleading advertising. From a legal theory perspective, the prominent notification obligation embodies the principle of good faith at the contracting stage [6]. Article 4 of the Consumer Rights Protection Law explicitly requires operators to act in good faith in transactions with consumers. When businesses use their informational advantage to disclose unfavorable exemption clauses in concealed fine print, they use formal compliance to cover substantive bad faith. This violates the duty of good faith in contracting and directly infringes consumers' right to know, which constitutes the juridical rationale for laws to establish the prominent notification obligation and regulate fineprint disclaimer clauses [2].

2.2. Normative System of the Prominent Notification Obligation

China's legal provisions on the prominent notification obligation have formed a multilevel, multidimensional normative system. Relevant provisions of the Civil Code provide the core basis for determining the validity of fineprint disclaimer clauses [7], while other laws and regulations offer supplementary support, jointly addressing the abuses of fineprint disclaimers. First, the core provisions of the Consumer Rights Protection Law. Article 8 [8] of the law enshrines consumers' right to know, entitling them to accurate information about goods or services. Article 26 further stipulates that when using standard terms, operators shall remind consumers in a prominent manner of content materially relevant to them (including exemptions and restrictions covered by fineprint disclaimer clauses) and provide explanations upon request, establishing fundamental requirements for the notification obligation concerning such clauses. Second, the core regulatory role of Articles 496 and 497 of the Civil Code. These two articles are crucial for judging the validity of fineprint disclaimer clauses. Paragraph 2 of Article 496 provides that the party supplying standard terms (the business) shall remind the other party (the consumer) in a reasonable manner of clauses involving material interests such as exemption or limitation of its liability (namely fineprint disclaimer clauses). If it fails to perform the reminder or explanation obligation, causing the consumer not to notice or understand such clauses, the consumer may claim that such clauses do not become part of the contract. This directly negates the incorporation of fineprint disclaimer clauses and fundamentally undermines businesses' rhetorical traps of fineprint disclaimers. Article 497 further provides that if a fineprint disclaimer clause exempts the business from its primary liability or excludes the consumer's principal rights, the clause shall be deemed invalid even if the reminder obligation is performed, further strengthening consumer protection and closing loopholes for businesses to evade core liabilities through fine print. Third, supplementary provisions of the E-Commerce Law and the Advertisement Law. Article 17 of the E-Commerce Law requires E-

Commerce operators to disclose information on goods or services fully, truthfully, and accurately, directly targeting the concealment of fineprint disclaimer clauses in online advertising. Article 8 of the Advertisement Law mandates that advertising content be accurate, clear, and understandable, prohibiting vague disclaimers in fine print that mislead consumers, thus setting boundaries for promotional conduct involving fineprint disclaimers [9]. Fourth, detailed rules under Article 10 of the Interpretation of the General Provisions of the Contract Book of the Civil Code. This article provides specific guidance for judging prominent notification of fineprint disclaimer clauses in online scenarios: it clarifies that the reminder obligation shall be performed through obvious markings such as words, symbols, and fonts sufficient to attract consumers' attention. It also specially provides that courts shall not support a business's claim that it has fulfilled the reminder obligation merely by means of checkboxes or pop-up windows in electronic contracts. This specifically addresses the common tactic of concealing fineprint disclaimers through simple checkboxes or hidden pop-ups in online advertising, further refining the practical standard of prominent notification.

2.3. Criteria for Prominence: Dual Requirements of Form and Substance

Although laws require operators to fulfill the notification obligation prominently, the meaning of prominence must be specified in three dimensions, form, content, and substance, in light of the characteristics of fineprint disclaimer clauses. The core inquiry is whether the exemption information in fine print can effectively correct the misleading effect of large-print promotions and safeguard consumers' right to informed choice. First, formal prominence: the external presentation must be sufficient to attract consumers' attention. This includes matching font size to the main advertising content, distinct color contrast, placement within consumers' ordinary field of vision, and sufficient display time for reading. In judicial practice, some courts have held that a carrier failed to fulfill its notification obligation and denied the validity of a liability limitation clause because the reminder text on the front of a courier waybill was noticeably small in font. This reasoning applies equally to fineprint disclaimer clauses: if fine print is excessively small or concealed, its mere existence does not constitute fulfillment of the prominent notification obligation. Second, content prominence: the notified content must be clear and understandable. Even if the font is large and the position conspicuous, a fineprint disclaimer clause expressed in obscure or ambiguous language cannot be deemed to satisfy the notification obligation. Especially for clauses restricting consumers' rights or limiting businesses' liability, clear and plain language must be used to avoid evading liability through professional jargon or vague expressions. As courts have clearly stated in cases reported by the Zhejiang Legal System Daily: an insufficiently obvious reminder does not count as notification, and failure to fulfill the notification obligation entails legal liability. This view equally applies to the identification of fineprint disclaimer clauses. Third, substantive prominence: judged from the perspective of an ordinary consumer, whether the notification corrects the misleading impression created by the large-print promotion. This is the core criterion for determining prominence. When a business highlights discounts, efficacy, and other content in large print, it shapes clear consumer expectations. If a fineprint disclaimer clause, despite existing, is insufficiently noticeable or comprehensible to attract consumers' attention and alter their understanding, the prominent notification obligation is still deemed unfulfilled, and such a clause shall not become part of the contract. This aligns closely with the core spirit of Article 496 of the Civil Code and serves as a key instrument for regulating the abuses of fineprint disclaimers.

3. FinePrint Disclaimer Clauses from the Perspective of Standard Terms Control Theory

3.1. The Dual Structure of Standard Terms Control

Legally regulating standard terms has theoretically established a two-tier regulatory framework consisting of incorporation control and validity control, corresponding respectively to procedural justice and substantive justice [10]. Together, they form the normative system of Articles 496 and 497 of the Civil Code, providing a core analytical framework for determining the validity of fineprint disclaimer clauses. Incorporation control focuses on the fairness of the contracting process. Its core is to examine whether standard terms have been brought to the attention of the counterparty in a reasonable manner and whether they have become part of the contract. Essentially, it safeguards consumers' right to know and right to choose regarding contractual terms [11]. For fineprint disclaimer clauses, the key to incorporation control lies in whether the operator has fulfilled its prominent notification obligation. If information in fine print is presented in a concealed manner such that the consumer fails to notice or understand the clause, the term shall not become part of the contract due to incomplete incorporation procedures. Validity control focuses on the substantive fairness of contractual content and aims to invalidate unreasonable terms. Its core is to examine whether a standard term exempts the provider from its primary liability, increases the counterparty's liability, or excludes the counterparty's principal rights. Even if a fineprint disclaimer clause has been duly incorporated into the contract, it may still be deemed invalid under Article 497 of the Civil Code if its content is substantively unfair, fundamentally preventing operators from evading core liabilities through fine print Distinguishing between these two layers carries great practical significance: incorporation control allocates the burden of proof for the reminder and explanation obligation to the operator, reflecting procedural justice and resolving the preliminary issue of whether terms are reasonably incorporated into the contract. Validity control corrects unfairness at the substantive level and addresses the core question of whether the term itself is legally valid. For fineprint disclaimer clauses, procedural legitimacy must first be examined through incorporation control, followed by substantive reasonableness through validity control, forming a progressive logic of determination.

3.2. Special Issues in Electronic Contracts

In the context of electronic contracts formed through online advertising, the regulation of standard terms faces a special challenge: consumers typically do not read fineprint clauses. This reality directly undermines the incorporation basis of fineprint disclaimer clauses. Drawing on behavioral economics, four core causes explain this phenomenon, which also provides a theoretical basis for regulating such clauses: (1) Attention cost constraints: Consumers have limited attentional resources and prioritize core transaction elements such as price, efficacy, and discounts. The information search cost of fineprint disclaimers far outweighs the transaction benefits they may bring, leaving consumers in a state of rational ignorance and actively ignoring non-core information. (2) Default choice mechanism: Electronic contracts generally adopt a take-it-or-leave-it contracting model. To complete transactions quickly, consumers often agree directly without substantive review of terms, forming passive default choices and objectively abandoning active attention to contractual content. This reality raises a critical question regarding the validity of fineprint disclaimer clauses: Can an operator validly claim exemption on the ground that the consumer did not actually read the fine print? Two core views have emerged in theoretical circles: The mainstream view, known as the shared meaning theory, holds that standard terms are often lengthy and obscure, making substantive consent difficult for consumers. Unread fineprint disclaimer clauses should be presumed unenforceable due to the lack of consistent expression of intent. A supplementary view argues that the existence of acceptance and understanding of content is a separate issue. A consumer's failure to read does not invalidate acceptance, but procedural defects should be remedied by stricter incorporation control rather than outright denial of incorporation. The core is to achieve procedural justice through fulfillment of the prominent notification obligation.

3.3. Incorporation Control of Standard Terms in Electronic Contracts

In response to the digital and standardized characteristics of electronic contracts, scholar Zhang Zihan further divides incorporation control into two levels: general incorporation and individual incorporation. This framework precisely fits the needs of determining fineprint disclaimer clauses and aligns theoretically and normatively with Article 10 of the Interpretation of the General Provisions of the Contract Book of the Civil Code. (1) General Incorporation: Accessibility and Prominence of Terms. The core of general incorporation is to safeguard consumers' right to know about the existence of standard terms as a whole, requiring operators to satisfy two conditions: Accessibility: Consumers can conveniently access the full text of the terms; Prominence: Consumers could not conveniently obtain genuine transaction information, and neither accessibility nor prominence was satisfied. The court accordingly ruled that the term was not incorporated into the contract, representing a typical application of this standard. (2) Individual Incorporation [12]: The operator must proactively explain its connotation; otherwise, the consumer cannot be deemed to have actually understood the term, and individual incorporation cannot be completed. Paragraph 3 of Article 10 of the Interpretation of the General Provisions of the Contract Book of the Civil Code is highly consistent with this logic: in online electronic contracts, courts shall not uphold an operator's claim that it fulfilled reminder or explanation obligations merely by using checkboxes or pop-up windows. This provision clarifies that formal ticking or popups are only auxiliary procedural measures and cannot substitute substantive reminder and explanation [13]. Only when consumers genuinely notice and understand the content can individual incorporation be completed, procedurally preventing operators from evading responsibility through concealed fine print.

3.4. Introduction of the Unusual Clauses Theory

The unusual clauses theory serves as an important supplement to incorporation control [14]. Its core logic is that standard terms which the counterparty cannot reasonably foresee under normal trading practices fall outside the parties' expectations and shall be excluded from the contract. This theory provides a new analytical perspective for regulating fineprint disclaimer clauses and has formed clear application rules in judicial practice. Theoretical Connotation and Criteria of Unusual Clauses. An unusual clause refers to a standard term that the counterparty would not ordinarily foresee given the contract's performance context and appearance. Its core criteria include three aspects: Content foreseeability: Whether the term deviates from consumers' reasonable transaction expectations formed through trade usage and advertising; Content reasonableness: Whether the party would refuse to contract or modify core terms if aware of the clause in advance; Formal prominence: Whether the presentation is sufficient to draw the counterparty's attention to the special agreement, without concealment or obscurity. Typical Example of Judicial Application: In a skincare product sales contract dispute on an E-Commerce platform, the merchant advertised in large print buy one get one free, full-size gift included, but marked in extremely small print at the page corner, the gift is a same-style trial sample. After receiving trial samples instead of full-size products, the consumer sued for fraud. The court analyzed the case by applying the unusual clauses theory: From the perspective of content foreseeability, ordinary consumers seeing buy one get one free full-size in large print would naturally expect a full-size gift. The fine-print trial sample qualification constituted an unforeseeable unusual clause. From the perspective of formal prominence, the fine print was only one-third the size of the main text, located at the bottom corner with a similar background color, and was insufficient to attract attention. The court ultimately held that the gift clause qualified as an unusual clause, the operator failed to fulfill its prominent notification obligation, and the term was not incorporated into the contract. The merchant was ordered to perform in accordance with the promise of buy one full-size, get one full-size free. This judgment demonstrates that introducing the unusual clauses theory provides more operable criteria for determining the incorporation validity of fineprint disclaimer clauses. By strengthening protection for consumers' reasonable transaction expectations, it effectively curbs the abuse of fineprint traps by operators.

4. Review and Reflection on Judicial Practice

4.1. Reasoning in Typical Cases

The case of Li v. A Company heard by the Beijing Internet Court is representative of the largeprint promotion, fineprint reminder model [15]. The court held that the defendant prominently advertised the 360° dome function in large print, yet marked the critical information—that the function required separately purchasable rear surround speakers—only with an asterisk and inconspicuous fine print or vague language. It thus failed to fulfill its obligation to disclose information fully, truthfully, and accurately, frustrating the plaintiff's purpose of the contract. The court therefore upheld the plaintiff's claims for rescission of the contract and refund of payment. Meanwhile, since the defendant had provided reminders in multiple places on the sales page and offered various optional configurations, [16] the evidence was insufficient to establish subjective intent to defraud. Accordingly, the claim for treble punitive damages was denied. The reasoning is clear: first, finding that the operator breached its information disclosure obligation, justifying the consumer's right to rescind the contract; second, distinguishing contractual liability from punitive damages for fraud by examining subjective intent. This approach protects consumers' transactional interests while preventing the abuse of punitive damages.

4.2. Core Controversies in Judicial Determination

In practice, the validity of fine-print disclaimer clauses centers on three closely related controversies. First, the standard for identifying the duty of prominent disclosure. Courts generally apply the ordinary consumer standard, asking whether a reasonable consumer with normal cognitive ability would notice the fine-print information in the course of a typical transaction. In the audio equipment case, for example, the court relied on the concealed placement of the fine print and its stark contrast with the large-print promotion to conclude that the merchant failed to satisfy the prominence requirement, a reasoning that has become a central benchmark in similar cases. Second, the boundary between inadequate disclosure and fraud. Fraud requires three elements: subjective intent on the part of the operator, conduct consisting of fabricating facts or concealing the truth, and consumer reliance leading to a mistaken declaration of intent. Where a merchant merely fails to disclose adequately but has provided some form of reminder and lacks fraudulent intent, liability is generally limited to contractual remedies such as rescission and refund, rather than treble punitive damages. By contrast, intentional concealment of key information—such as in the graphics card case—constitutes fraud, and this distinction directly determines both the outcome and the scope of liability [17]. Third, the validity of exemption clauses is governed primarily by Article 496 of the Civil Code, which provides that where the party supplying standard terms fails to perform its duty of reminder or explanation, causing the other party not to notice or understand a clause concerning material interests, such a clause shall not be incorporated into the contract. Compared with direct invalidation, the remedy of non-incorporation is more robust, as it prevents the clause from binding the consumer ab initio and obviates the need for further substantive validity review, thereby offering both procedural and substantive protection to consumers.

4.3. Deficiencies in Current Determination Rules

Despite accumulated judicial experience, three prominent deficiencies undermine the consistency and fairness of adjudication: First, a lack of systematic identification standards. Although ordinary consumer attention provides a general standard for prominence, judges retain wide discretion in specific cases without a unified analytical framework. The dual theoretical structure of incorporation control and validity control proposed in academia has not been fully adopted in practice. As a result, reasoning varies across cases, standards appear fragmented, and consistent judicial guidance is lacking. Second, insufficient special regulation of unusual clauses. Courts have not adequately applied the unusual clauses theory to fineprint disclaimers, which are both substantively unusual (departing from reasonable consumer expectations) and formally concealed (hidden in fine print). Scholars advocate using willingness to contract [18] and material interest [19] as core criteria for identifying unusual clauses, yet courts rarely rely on these to strengthen regulation. Consequently, some obviously unfair fineprint disclaimers are not effectively restrained. Third, unclear allocation of the burden of proof. Although the Interpretation of the General Provisions of the Contract Book of the Civil Code places the burden of proving fulfillment of the reminder and explanation obligation on the party supplying standard terms, consumers still face practical difficulties in evidence collection. Especially in dynamic advertising, livestreaming, and other new marketing scenarios, fineprint information is easily overwritten and oral reminders are hard to preserve. Consumers struggle to preserve evidence that the operator failed to notify prominently, putting them at a disadvantage in rights protection and weakening the practical effect of current rules.

5. Systematic Construction of Validity Determination for Fine-Print Disclaimer Clauses from the Perspective of Prominent Notification

Based on the foregoing theoretical analysis and review of judicial practice, this paper argues that the validity determination of fine-print disclaimer clauses, from the perspective of the duty of prominent disclosure, should be structured as a systematic three-tier progressive framework: general incorporation, individual incorporation, and validity control. This framework not only incorporates Zhang Zihan's theory of incorporation control of standard terms in electronic contracts, but also integrates the analytical perspective of the unusual clauses doctrine, while remaining consistent with the normative structure of Articles 496 and 497 of the Civil Code. At the first tier, general incorporation focuses on the accessibility and formal prominence of standard terms. It examines whether the operator has alerted consumers to the existence of such terms in a reasonable manner. This includes two core elements: accessibility—whether the terms are readily available and placed in locations that consumers would ordinarily notice—and formal prominence—whether the presentation, including font size, color contrast, and layout, is sufficient to attract the attention of an ordinary consumer. Where standard terms lack basic accessibility or visibility, they shall be deemed not incorporated into the contract. At the second tier, individual incorporation concerns the substantive conspicuousness of clauses involving material interests [20]. The key inquiry is whether consumers can actually notice and understand such clauses. The assessment should consider both the presentation of the contract and whether the clause deviates from default legal rules or reasonable expectations. In particular, fine-print disclaimer clauses that conceal key restrictions in a manner that prevents consumers from noticing or comprehending them under normal attention shall be classified as unusual clauses and excluded from the contract. This stage requires heightened scrutiny in two respects: first, the importance of the information, whereby material matters such as price, quantity, quality, conditions of use, and risk warnings must be disclosed with enhanced prominence in accordance with Article 26 of the Consumer Rights Protection Law; and second, the comprehensibility of expression, requiring that clauses be drafted in clear and plain language rather than obscure or technical terms that consumers cannot reasonably understand. At the third tier, validity control applies to clauses that have already been incorporated into the contract and examines their substantive fairness. Clauses that unreasonably exempt or limit the provider's liability—such as those excluding statutory obligations relating to safety or quality—shall be deemed invalid. Likewise, clauses that unreasonably aggravate the consumer's burden, including those imposing excessively short claim periods or disproportionate evidentiary obligations, shall be invalidated.

6. Conclusion

Fine-print disclaimer clauses in online advertising are ostensibly a choice of information disclosure method, but in essence they serve as a touchstone of operators' good faith. Attracting consumers' attention with eye-catching large print while concealing key restrictive conditions in inconspicuous corners of the page or in tiny hidden text, even if relevant information is formally marked, cannot pass substantive review because it fails to meet the requirement of prominence. Such conduct fundamentally violates the core purpose of the prominent notification obligation. The essence of the prominent notification obligation lies not in what the operator says, but in what the consumer is able to know. Based on the theory of standard terms control, this paper constructs a three-tier progressive validity identification system: general incorporation, individual incorporation, and validity control. This framework is both innovative and practically operable. Its innovation lies in breaking through the limitations of single-dimensional review by dividing incorporation control into two layers, general and individual, precisely responding to the reality that consumers commonly neglect to read standard terms in electronic contracts, while linking with validity control to form a complete logical chain. Its operability is reflected in clearly layered review rules: At the general incorporation stage, the focus is on the accessibility and formal prominence of terms, which can be directly judged by external features such as font size, position, and color contrast. At the individual incorporation stage, emphasis is placed on the substantive conspicuousness of clauses concerning material interests, with special regulatory requirements imposed on unusual clauses, enabling case-specific review. At the validity control stage, a reasonableness standard is introduced, allowing courts to quickly determine validity by reference to statutory provisions. On the one hand, attention should be paid to the display duration and scrolling frequency of fine-print information in dynamic ads, as well as the coordination rules between oral reminders and on-screen fine print in livestreaming, so as to establish prominent notification standards adapted to emerging scenarios. On the other hand, regulators can strengthen technical monitoring to achieve early warning and in-process supervision of fine-print traps, while promoting coordination between judicial and regulatory authorities. In this way, all text in advertisements, regardless of font size, can withstand legal scrutiny and consumer trust, jointly strengthening the line of good faith in online advertising.

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