

# When Games Turn Into Debt: Legal Analysis of Online Game Transactions

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This research aims to determine and analyze the fulfillment of the application of proficiency requirements by payment service providers when purchasing online game items. To find out and analyze the efforts that online game service users can take to deal with the losses they experience. The research method used is the Normative research method, namely a legal research method that is sourced from regulatory and secondary document data in the form of collection from library and tertiary materials which are documents that contain concepts and information such as dictionaries. The results of this research show that the sale and purchase agreement for payment services for buyers of online game items does not fulfill the subjective and objective requirements which are the legal requirements for an agreement. The condition that is not fulfilled is that those who bind themselves agree to a certain thing and a lawful cause. for consumers for losses received due to irresponsibility of business actors in paying off transactions is clearly regulated in article 19 UUPK. However, if the business actor's number can be contacted, the perpetrator can be held responsible for compensation. Recommendations for this research: The government should also have more awareness and supervision of legal issues that arise in society, so that it can quickly act against negative elements that endanger society.

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## INTRODUCTION

Agreement is a legal relationship between parties who have entered into an agreement that gives rise to rights and obligations over an object that has been agreed upon. Therefore, the agreement must meet the elements of the requirements for a valid agreement,[1] so that it has legal force for both parties who make the agreement, especially agreements through internet transactions. An agreement that has legal force is an agreement that meets the requirements for a valid agreement as explained in article 1320 of the Civil Code (hereinafter referred to as the Civil Code). Given the importance of legal protection that needs to be implemented in order to provide certainty of civil law to parties who use transactions through electronic media/internet, especially in online buying and selling, the role of the government as a provider of legal certainty for Indonesian citizens is to issue Law No. 11 of 2008 concerning information and electronic transactions as a legal umbrella as amended in Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning information and electronic transactions (hereinafter referred to as UUIE).

Online buying and selling is a buying and selling transaction through the internet between the seller and the buyer separated by distance. The ITE Law in Article 1 paragraph 2 provides the understanding that electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media. Thus, online buying and selling is one form of electronic transaction as regulated in the ITE Law. Online buying and selling media are usually often used by entrepreneurs to make a profit by providing offers in the form of goods/objects illegally. To find out the characteristics of buying and selling using online media, you can see it in the following ways:

1. There is an agreement/contract offered in the form of merchandise;
2. The agreement is made via the internet;

3. Transactions are carried out remotely;
4. The agreement is made with a social media network;
5. Freedom and openness of access to goods/objects being sold.

Online buying and selling is part of an e-commerce agreement which, along with the development of information technology, has developed very rapidly in recent years.[2] However, the thing that is always a problem in electronic buying and selling is related to the competency requirements themselves.[3] This is because in electronic transactions, the parties involved do not meet directly, making it very difficult to identify and verify the identities of the parties who are mutually bound. As one example, in online game item sales transactions that result in losses for one party due to the lack of firmness in implementing the terms of service, both by merchants and by providers as online payment service providers.

Online games have many types, some online games that are currently popular such as PUBG (player unknown battle ground), AOV (arena of valor), vain glory, MOBA (multiplayer online battle arena). Online games like MOBA are currently very popular. One of the MOBA games that is currently popular and widely loved is mobile legends: Bang Bang. This game is played by five people in one team and five people on the opposing team. This game is a game that requires strategy where two teams fight for victory. Victory will be achieved if the team can capture buildings belonging to the opponent/enemy. According to the Encyclopedia of Education in the book by W Gulo, strategy is the art of bringing force to the battle field in a favorable position. In this sense, strategy is one of the arts, namely the art of bringing troops into battle in the most advantageous position. In mobile legends, diamonds are needed which function like a currency that you can use to buy any item in the game. Starting from buying skins, to creating a squad, or buying mobile legends heroes that are the target of every mobile legends player. Initially, online games were only used as entertainment to relieve boredom and boredom, according to the players, they can relieve stress, or boredom while working. However, currently many players or businessmen use online games to get rupiah, by buying and selling them. In Indonesia, a special law that regulates electronic transaction activities is the UUIE. Two important things in the UUIE are, first, the recognition of electronic transactions and electronic documents based on the legal framework of obligations and evidence so that the legal certainty of electronic transactions can be guaranteed. Second, the classification of acts of violation of the law related to the misuse of information technology along with criminal sanctions. It is clear that information technology has developed rapidly and resulted in many changes in the lives and behavior of people in the current era of globalization; many activities can be done by utilizing information technology. Human life consists of many different components, almost all of which utilize and even rely on information technology. The existence of information technology in today's society has offered various conveniences and significant advantages starting from the world of computers and computer networks. The internet is very important in human life; almost all countries have internet access which is used as a means of disseminating information, searching, data, and so on. The dominance of the internet is increasing because of the behavior of the world's people who primarily utilize it, and ultimately humans cannot be separated from the internet. Humans benefit from the internet in various ways, including entertainment, education, business, government, and socio-culture. The rapid progress of the internet allows us to do anything, even in terms of entertainment, we can now use the E-Commerce business. One of the internet is online games, namely games that connect players with each other and are not fixated on the same place and place. Playing it is not limited to using gadgets, online games can be played using laptops, computers, and cellphones connected to the internet network. Basically, the online games that we might play today are games that have been published by companies that have the rights to run or distribute (exclusively) the game for commercial reasons, known as publishers.

The presence of online games has both positive and negative impacts, one of the positive impacts of online games, talent and increasing concentration and improving foreign language skills, playing

online if pursued further can generate money for users of online game services but there are also negative impacts that arise from this online game, but online games have an addictive nature or bring addiction this makes online game users less social in their lives. And among students, online games have a major impact on school achievement and reduced interest in learning because they are more focused on spending their time playing online games. Maybe for some people this online game is not important but for its users the game "the relationship between online game addiction and impulsive buyers of game devices in students" this online game has value and is valuable because in the online game there are treasures, namely virtual objects that can be exchanged for money. With the many fans of this online game, electronic buying and selling transactions often occur.[4] According to Article 1 paragraph 3 of Law No. 11 of 2008, electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media.

Buying and selling carried out by online game users in the form of buying and selling virtual objects in games and buying and selling game accounts, but in practice, many consumers often feel cheated due to the attitude of business actors who are dishonest in providing information about the specifications of the advertised products, in this case regulated in Article 9 Number 11 of 2008 which states "business actors who offer products through electronic systems must provide complete and correct information relating to the terms of the contract, producers, and products offered". However, this still often happens, with this protection for consumers who use online games viewed materially and formally is considered very important. consumer losses in transactions. Online fraudsters can be charged with Article 28 paragraph (1) of the ITE Law in conjunction with Article 45a paragraph 1 of Law No. 19 of 2016. Article 1320 of the Civil Code regulates the valid requirements of an agreement: agreement of the binding parties, the capacity of the parties to make an agreement, a certain thing, a lawful cause that is not prohibited. If these requirements are not met, the agreement can be canceled. The legal consequence is that one party can request the cancellation of the agreement. Article 1320 of the Civil Code applies to both conventional and online sales and purchase agreements.[5]

Case example, in mid-2022, precisely in May, a 16-year-old student in Ambon City with the initials RP, was arrested by the Maluku Police for committing online game fraud with fellow students as victims in Samarinda, East Kalimantan. Based on the description above, the formulation of the problem of this study is how is the application of competent requirements by payment service providers for online game item buyers fulfilled? What efforts can online game service users take against the losses they experience? The objectives to be achieved in this study are as To find out and analyze the fulfillment of the application of competent requirements by payment service providers for purchasing online game items. To find out and analyze the efforts that can be taken by online game service users against the losses experienced. The benefits of this study are, as a contribution to law faculty students in general and for the author himself for the development of legal science, the results of the study can be used as reference material, sources of information and contributions of thought that are expected to be useful for students and as literature for readers and as input for researchers in conducting research in the same field, especially from other sides of this research.

## METHOD

In terms of the focus of the study, the legal research conducted is included in the type of empirical research. Empirical Legal Research is a legal research that seeks to see the law in a real sense or can be said to see, examine how the law works in society. The approach used to answer the formulation of the problem in legal research uses several approaches. These approaches include the statutory approach, the conceptual approach and the historical approach. What can be used as an object in research with a normative doctrinal approach is data in the form of primary materials and secondary legal materials and tertiary legal materials. This research was conducted through a literature study (library search), a literature study or normative research only by reading or analyzing written materials. The technique of collecting legal materials that will be used in this

research is through interviews and library research, namely the technique of collecting legal materials by searching, recording, inventorying, studying books, literature, laws and regulations, previous research results, and documentation related to the problem being studied.

## **DISCUSSION**

### **Implementation of Qualifications by Payment Service Providers to Online Game Item Buyers**

Every legal subject has the authority to carry out a legal action is to carry out legal rights and obligations. In order for a legal act to be formed, it is indicated that a legal action must be formed that can bring the authority to life. In making an agreement including an agreement event that is carried out online or an electronic transaction carried out through social media with an e-commerce system. This means that the market or trade using electronic-based facilities connected to the internet where the trading transactions of both sellers and buyers must go through an electronic system that has an internet network.[6] However, the validity of a contract or agreement must be measured by the fulfillment of the clauses agreed upon by the parties (expression of will). However, the validity of the parties is highly questionable in conducting online electronic-based buying and selling transactions, because the seller and the buyer do not meet first, only by simply making an agreement through electronic media.

Incidents like this clearly cannot be clearly known whether both parties are competent or not according to the law. Therefore, the validity of the online buying and selling agreement is invalid, because there are many possibilities that the parties are not yet 21 years old and the parties have never met in person.[7] Because if you do not heed the Civil Code and only refer to the ITE law, then it is certain that the agreement that has been agreed upon by both parties will have problems with the applicable legal regulations in Indonesia. In general, agreements arise from contract law. Contract law is the provisions that regulate the rights and obligations of legal subjects in property law actions. This means that an agreement is one of the sources of law from Contract Law other than Laws and Court Decisions.

In the Civil Code, the provisions regarding agreements or contracts are initiated by Article 1313 of the Civil Code which is regulated in Chapter Two of Book III of the Civil Code, "An agreement is an act by which one or more persons bind themselves to one or more other persons." However, the definition of an agreement in Article 1313 is: (1) unclear, because every act can be called an agreement, (2) there is no apparent principle of consensualism, and (3) it is dualistic. The unclear definition is because in the formulation only acts are mentioned, so that even non-legal acts are called agreements. Regarding the definition of an agreement or contract, it has been stated in Article 1313 of the Civil Code, which is further stated in the Civil Code how an agreement or contract can be said to be valid and binding on the parties as stated in Article 1320 of the Civil Code. In this Article, it is emphasized that the valid requirements for an agreement include 4 elements which, along with the development of legal science, the four elements are divided into two main elements, the first requirement, called subjective requirements. This concerns the parties/persons or subjects who enter into an agreement. This element includes the existence of an element of free agreement from the parties who promise, and the competence of the parties who enter into an agreement. The last two main elements of the conditions are called objective conditions. This concerns the element of the object or agreement itself from the legal act carried out. This element includes the existence of the subject matter of the object being agreed upon, and the cause of the object agreed upon by the parties must be something that is not prohibited by law.

Competence is the ability to perform legal acts. For example, if a person as a legal subject is considered competent, it means that he has the right and obligation to act in legal acts. People who will enter into an agreement must be people who are competent and have the authority to perform legal acts, as determined by law. Meanwhile, regarding not being authorized (onbevoegd), namely

someone who is generally competent, but for certain legal acts is stated to be unable to act without the authority of a third party. An agreement is basically made by agreement of both parties, without the parties agreeing, the agreement is considered not born. So everyone who makes the agreement must understand to whom he makes the agreement and understand the conditions and status of the parties involved in the agreement, because the agreement is full of responsibility. Competence is one of the requirements for the validity of an agreement.[8] It can be taken to mean that legally competent is an adult while children are considered not yet competent. Especially when making a sales agreement online or e-commerce which does not require the parties to meet in person so that it is difficult to detect the competence of the parties.

Article 330 of the Civil Code explains that a person's capacity is measured when the party is 21 years old or younger, as long as they are of sound mind or married. So both parties who are 21 years old or under the age of 21 but the agreement they make can be fully accounted for. So in the agreement, children who make the agreement are still considered valid as long as they do not harm both parties. Minors when carrying out the process of buying and selling goods conventionally, as long as they do not harm both parties, the sale and purchase agreement is considered valid. This also applies to e-commerce buying and selling, minors can buy goods or services offered by business actors because business actors and consumers do not meet directly. Carrying out an online or e-commerce sales and purchase agreement, the existence of an agreement must be carried out with the principle of good faith. In implementing e-commerce transactions, each party involved must be based on good faith in making an agreement. The principle of good faith is important because basically consumers must receive accurate and clear information about the goods offered by business actors, and business actors have good intentions to explain in detail the goods or services to be purchased by consumers. This is done to avoid misunderstandings between consumers and business actors. So this principle has a big role in making agreements, including in online or e-commerce sales and purchase agreements.[9] This can certainly minimize the possibility of fraudulent practices and other undesirable things. Regarding this subjective requirement, the agreement can be canceled when one party feels disadvantaged or is in default. Therefore, in an online or e-commerce sales and purchase agreement there is an electronic contract, where the electronic contract can be used as evidence to claim parties who have defaulted on the online agreement. So as long as the parties are able to be responsible, prioritize the principle of good faith, and the agreement is a permissible cause even though the party is a minor, the agreement is still valid before the law.

Based on the results of the National Working Meeting, the Supreme Court of the Republic of Indonesia agreed that the appropriate age limit for adulthood is based on Law Number 1 of 1974 concerning marriage, namely 18 years of age,[10] Adult is competent to act in law, namely a person who has reached the age of 18 years or is married. In the principle of agreement, namely the principle of freedom of contract, it is emphasized that everyone is free to make an agreement in terms of who he makes the agreement with, determine the contents of the clause, and the form of the agreement as long as it does not conflict with laws and regulations, public order, and also moral norms, this can be linked again to the factor of competence in buying and selling transactions through online media, that someone who is not yet competent then makes a sale and purchase agreement, can still be considered valid as long as it does not conflict with laws and regulations, public order, and also moral norms as emphasized in the principle of freedom of contract in making an agreement. Meanwhile, according to the principle of consensualism, the birth of a sale and purchase agreement through online media occurs when there is an agreement, if an agreement is reached between the two parties who make the sale and purchase agreement, then a sale and purchase agreement is born, so this proves again that there is no prohibition on how old he is to make an agreement, as long as an agreement has been reached between the two, and returns to the principle of freedom of contract in making an agreement. Agreeing in an online buying and selling transaction occurs when the buyer clicks the send button. Thus, a legal agreement in the transaction has occurred between the seller and the buyer. When a buyer intends to buy a product on the internet, the terms of conditions advertised by the seller on the website must first be met by the buyer.[11] If it is connected with the making of an agreement in a sale and purchase

transaction via online media, it is clear that there is no prohibition regarding the factor of competence in making an online sale and purchase agreement, even though the age is not yet competent in making a sale and purchase agreement, it is still permitted to carry out an online sale and purchase transaction based on the principles of making an agreement. In the principle of Pacta Sunt Servanda as explained in Article 1338 paragraph (1) of the Civil Code, all agreements made legally apply as law for those who make them, then continued in paragraph (2) an agreement cannot be withdrawn except by agreement of both parties, or for reasons that are stated by law to be sufficient for that, in paragraph (3) an agreement must be carried out in good faith.

In Article 1338 of the Civil Code, it is clear that all agreements made legally, meaning the validity of an agreement as regulated in Article 1320 of the Civil Code, but returning to the discussion at the beginning as long as the agreement does not conflict with the law, public order, and moral norms, then it is still considered valid even though the agreement was made by a person who is not yet competent. Continuing in paragraph (2) of Article 1338 of the Civil Code, an agreement cannot be withdrawn except by agreement of both parties, meaning that an agreement that has been agreed upon by both parties cannot be withdrawn except by agreement between the two.

### **Efforts that Can be Taken by Online Game Service Users to Overcome Losses Experienced.**

Globalization and free trade supported by advances in telecommunications and information technology have expanded the scope of movement of trade transactions of goods and investment businesses across national borders, so that the goods and investment businesses offered vary, both foreign and domestic production.[12] Such conditions, on the one hand, have benefits for consumers because consumer needs regarding trade in goods and investment businesses that are desired can be met and the freedom to choose various types of quality goods and services according to consumer desires and abilities is increasingly open. However, on the other hand, these conditions and phenomena can result in the position of business actors and consumers becoming unbalanced where consumers are in a weak position. Offers of trade in goods and 41 investment businesses carried out by sellers or business actors are carried out through electronic media in the form of advertisements offered by a virtual company or merchant (seller), if prospective buyers/consumers are interested in the goods offered, buyers can carry out transaction procedures electronically, previously prospective buyers must first agree to the sales and purchase contract made by the company. If a dispute occurs that results in losses for consumers, such as goods received that do not match those ordered or delays in receiving goods beyond the specified time period, the dispute resolution must protect the interests of consumers, because usually the seller has determined in advance the choice of law and choice of forum to be used to resolve the dispute that occurs, usually the law and forum used are those applicable in the seller's country. In this case, the merchant or seller must still be responsible for their negligence or error.

UUPK has essentially provided equal status for consumers and business actors, but the concept of consumer protection as a necessity must always be socialized to create a relationship between consumers and business actors with the principle of fair equality, and to balance the activities of business actors who implement economic principles to obtain maximum profit with minimal capital, which can harm the interests of consumers, directly or indirectly.[13] To overcome the twists and turns of the long and formal court process, UUPK provides an alternative way by providing:

1. Dispute resolution outside the court, through conciliation, mediation, and arbitration. UUPK divides consumer dispute resolution into 2 parts:
2. Dispute resolution outside the court
3. Peaceful dispute resolution, by the parties themselves, consumers, and business actors/producers; and
4. Dispute resolution through a consumer dispute resolution body using alternative dispute resolution mechanisms, namely conciliation, mediation, arbitration.



dispute resolution through the courts. Seeing that there are no provisions regarding e-commerce transactions, it is homework for the Government to create e-commerce provisions in handling default disputes experienced by consumers to provide effective consumer protection and with easy access by providing fair and fast compensation without any costs charged to consumers. Consumer protection as regulated in Law Number 8 of 1999 concerning Consumer Protection states that there is a legal relationship between consumers and business actors or producers. Based on the legal relationship, of course, it gives birth to rights and obligations.[14] If in the legal relationship the consumer is harmed because the business actor or producer does not fulfill an obligation, then this is where the role of consumer protection law comes in. If this happens, the business actor or producer can be held accountable.

The definition of Consumer is clearly regulated in Article 1 number 2 of Law Number 8 of 1999 concerning Consumer Protection, namely every person who uses goods and/or services available in society, either for the benefit of themselves, family, other people, or other living beings and not for trading. In this case, online game players fulfill the elements of the definition of consumers because online game players are people who use services from online game services for their own benefit. Online game players are the ultimate consumer (end user) because they use an online game service for entertainment or competitive purposes (E-Sport).[15]

Virtual Goods in online games of the Diamond type are non-physical objects that can be purchased and used in online games. Virtual Goods in online games can be in the form of items that are used to buy skins. These virtual goods can be purchased using online game currency. Understanding related to the term object as stated by Subekti that objects are anything that can be judged or controlled by becoming the object of someone's rights. The definition of objects has also been regulated in Article 499 of the Civil Code, namely every item and every right that can be controlled by ownership rights. In addition, Law Number 8 of 1999 concerning Consumer Protection in Article 1 Number 4 states that goods are every object, both tangible and intangible, both movable and immovable, can be used, which can be traded, used, utilized, or utilized by consumers. Based on the definition of the object, although virtual goods in online games are non-physical objects, online game players who are owners still have full rights to the virtual goods.[16] The definition of objects is also regulated in Law No. 7 of 2014 concerning Trade in Article 1 number 5 which states in general that goods are objects, both tangible and intangible, both movable and immovable objects, both objects that can be consumed or not, and objects that can be traded, used or utilized by consumers or by business actors. Basically, in an agreement there is a principle of freedom of contract which means that everyone is free to enter into an agreement and is free to determine the contents of the agreement as long as it is based on good faith and does not conflict with the law. In this case, online games must meet the requirements for a valid agreement as regulated in Article 1320 of the Civil Code. First, the agreement must be based on an agreement of the parties. The agreement is voluntary without any coercion (*dwangsom*), error (*dwaling*) and fraud (*bedrog*). Second, of course the agreement is made by a legally competent party as stated in Article 1329 of the Civil Code. Third, that the agreement must have a certain object (*bepaald onderwerp*) which can at least be determined as regulated in Article 1333 of the Civil Code. Fourth, the agreement must be based on a lawful cause or *causa*. This means that the contents of the agreement contain something that does not conflict with laws and regulations.

Virtual goods buying and selling transactions in online games give rise to more than one agreement in which there is an obligation to perform from each party. Consumers in this case are online game players who buy a currency value in an online game with a certain amount of money or use a voucher.[17] In such a position, the consumer is positioned as the party who is obliged to fulfill his/her performance (debtor) and the provider or developer of the online game is positioned as the party entitled to the performance (creditor). On the other hand, in terms of the use of online game services carried out by online game players, the consumer in this case the player is positioned as the party entitled to a performance (creditor) and the provider or developer of the online game service is positioned as the party obliged to submit a performance (debtor). Every act carried out by a person always has legal consequences. In law, an act related to the law is said to be a legal act,

every legal act has certain legal consequences, the legal consequences in question are an event that arises due to a cause. A cause can be carried out by a legal subject, whether the act is carried out in accordance with the law or not. Basically, buying and selling carried out through an electronic system or buying and selling in general, both originate from an agreement. Every agreement made must meet the requirements set out in Article 1320 of the Civil Code. Regarding the valid requirements for an agreement regulated in Article 1320 of the Civil Code, it is the same as that regulated in Article 46 paragraph (2) of Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning Electronic System and Transaction Organizers. The provisions of the requirements that have been regulated in Article 1320 of the Civil Code if the agreement does not meet these requirements will result in the agreement being void or the agreement cannot be implemented. Every agreement that is made legally based on Article 1320 of the Civil Code has valid legal consequences, as regulated in Article 1338 of the Civil Code paragraph 66 (1).

The legal efforts that consumers can take to demand accountability from business actors are determined through a number of laws, including According to the Consumer Protection Law Through this regulation, it is clearly regulated regarding the responsibility of business actors to consumers, as stated in Article 19 paragraph (1), which explains "Business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers due to consuming goods and/or services produced or traded".[18] Thus, if there is a problem or dispute arising from losses suffered by consumers, business actors have a legal obligation to be responsible for the products they sell, including in the context of sales transactions that take place electronically or online. This situation emphasizes the principle of absolute responsibility (strict liability) of business actors in the event of consumer losses. This regulation specifies in detail all aspects related to information and electronic transactions, including the method of trading conducted online. Article 17 paragraph (2) states that all parties involved in electronic transactions, as described in paragraph (1) are required to behave in good faith during the process of interaction and/or exchange of information and electronic documents in the transaction. This includes the responsibility to maintain integrity, openness, and avoid actions that may harm other parties during the transaction process. In addition, Article 38 stipulates that every individual has the right to sue the provider of the electronic system and/or user of information technology. if their actions cause losses. This provision provides legal protection for consumers when facing problems related to online sales transactions, and gives consumers the right to seek legal resolution through the courts.[19]

If there is a problem in online trading activities, there are 2 options that can be used to resolve the dispute, either through judicial (litigation) or non-judicial (alternative dispute resolution-ADR). Speaking of practice, it is not uncommon for fraudulent online game item sales to not be reported by buyers to the police because the price of the goods being traded is not that big. However, as buyers we cannot just stay silent and surrender. There are several steps that must be taken if we as consumers are deceived in Being Disadvantaged When Purchasing Online Game Items. Reporting to the police The first step that must be taken is to report 68 online fraud to the police. This step must be done first so that the bank will then process the online fraud case. The buyer as the victim tells the chronology, then provides evidence, either proof of transfer or screenshots of evidence of conversation. The police will issue a Report Receipt Letter and then continue the report to the investigation and inquiry stage. Go to the bank where the seller opened an account After receiving a letter from the police, the buyer goes to the bank where the seller opened an account accompanied by several documents such as a photocopy of the KTP, screenshots of evidence of conversation, proof of transfer, stamp. When the bank approves the processing, the buyer will be given a chronological letter, and a letter of request to freeze the account that must be signed on a stamp. If the process goes smoothly, the bank will block the seller's account and then the money the buyer transferred will be returned to the buyer if the money is still in the account. Most of the time, when the account is blocked, the balance is empty because it has been transferred to another account so that the buyer as the victim cannot get his money back. If the buyer is rejected, the buyer can go to the bank where the buyer opened the account. Not infrequently, the seller of the bank account does not want to provide the process on the grounds of maintaining customer



confidentiality. If this happens, the buyer can go to the bank where the buyer opened the account and do the same 69 steps as when visiting the seller's bank account. In the Consumer Protection Law, criminal prosecution of business actors (individuals) and their managers (business entities) who violate Article 62 of the Consumer Protection Law is one element of a consumer crime. Producing, selling, or providing an opportunity to trade goods that do not meet the established standards is a criminal act. Below are various types of consumer crimes that can be committed by economic actors or producers. Producing, supplying, or trading goods that do not comply. Providing goods or conducting business transactions for one's own benefit or the benefit of others without any unlawful purpose.

## CONCLUSION

Application of Article 1320 of the Civil Code to the Purchase Agreement for Payment Services for Online Game Item Buyers that the agreement does not fulfill the subjective and objective requirements which are the valid requirements for an agreement contained in Article 1320 of the Civil Code. The requirements that are not fulfilled are the agreement of those who bind themselves, a certain thing and a lawful cause. for consumers for losses suffered due to the irresponsibility of business actors in settling transactions has been clearly regulated in Article 19 of the UUPK. However, if the business actor's number can be contacted, the perpetrator can be held accountable for compensation. In Indonesia, there are two legal remedies that consumers can take if they suffer losses in online trading transactions, namely through the courts or outside the courts (consultation, negotiation, mediation, or expert assessment) according to the agreement of each party. The government should also be more aware and supervise legal issues that arise in society, so that it can quickly act against negative elements that endanger society. Business Actors should fulfill their responsibilities to provide clear information to consumers on how the transaction is completed and business actors should not run away from responsibility regarding consumer transactions that have been paid 50%. With the registration of electronic businesses, the government can supervise more strictly parties who want to be involved and carry out activities concerning mutual interests during electronic trading transactions.

## References

1. E. Pratama, N. Ichsan, and A. F. Syam, "Peran Notaris/PPAT Dalam Jual Beli Tanah Dan Bangunan Dengan Sistem Kredit Melalui Pembiayaan Bank Di Kabupaten Luwu Timur," *Vifada Assumpt. J. Law*, vol. 2, no. 2 SE-Articles, pp. 26-39, 2024, doi: <https://doi.org/10.70184/61pp0553>
2. B. Ferdiansyah, H. Thalib, and I. Abbas, "Tinjauan Yuridis Terhadap Penipuan Yang Dilakukan Melalui Media Sosial," *Qawanin J. Ilmu Huk.*, vol. 1, no. 2, Feb. 2021, Accessed: Apr. 08, 2025. [Online]. Available: <https://jurnal.fh.umi.ac.id/index.php/qawaninjih/article/view/277>
3. T. Fauziah, L. O. Husen, and A. Aswari, "Tinjauan Hukum Terhadap Kedudukan Pengemudi Transportasi Online Dalam Perjanjian Kemitraan Dengan Pengusaha Transportasi Online," *Qawanin J. Ilmu Huk.*, vol. 1, no. 2, Feb. 2021, Accessed: Apr. 08, 2025. [Online]. Available: <https://jurnal.fh.umi.ac.id/index.php/qawaninjih/article/view/194>
4. W. P. A. Pratiwi, S. L. Purnomo, and D. E. P. Azis, "Tinjauan Yuridis Tanggung Jawab Dropshipper Terhadap Konsumen Dalam Transaksi E-Commerce Ditinjau Dari UU No. 8 Tahun 1999," *Qawanin J. Ilmu Huk.*, vol. 1, no. 2, Feb. 2021, Accessed: Apr. 08, 2025. [Online]. Available: <https://jurnal.fh.umi.ac.id/index.php/qawaninjih/article/view/275>
5. P. Delfabbro, A. Delic, and D. L. King, "Understanding the mechanics and consumer risks associated with play-to-earn (P2E) gaming," *J. Behav. Addict.*, vol. 11, no. 3, pp. 716-726, 2022, doi: <https://doi.org/10.1556/2006.2022.00066>
6. B. B. Wicaksono and D. P. D. Kasih, "Implementasi Syarat Kecakapan dalam Perjanjian Jual Beli Online," *Kertha Semaya J. Ilmu Huk.*, vol. 6, no. 10, pp. 1-11, 2018.
7. E. Gibson, M. D. Griffiths, F. Calado, and A. Harris, "The relationship between videogame

- micro-transactions and problem gaming and gambling: A systematic review," *Comput. Human Behav.*, vol. 131, p. 107219, Jun. 2022, doi: <https://doi.org/10.1016/J.CHB.2022.107219>
8. N. E. Safitri, M. T. Multazam, R. Ridlo Phahlevy, K. Z. Abduvalievich, and M. Al-Khwarizmi, "Virtual Objects Trading in Indonesia: Legal Issues on Ownership and Copyright," pp. 713-721, May 2023, doi: [https://doi.org/10.2991/978-2-38476-052-7\\_76](https://doi.org/10.2991/978-2-38476-052-7_76)
9. T. Ramadhan, Q. Aini, S. Santoso, A. Badrianto, and R. Supriati, "Analysis of the potential context of Blockchain on the usability of Gamification with Game-Based Learning," *Int. J. Cyber IT Serv. Manag.*, vol. 1, no. 1 SE-Articles, pp. 84-100, Apr. 2021, doi: <https://doi.org/10.34306/ijcitsm.v1i1.24>
10. F. Alpin Gunawan, I. D. Qurbani, and T. Anshari, "Tinjauan Yuridis Ratio Legis Syarat Usia Minumum Perkawinan Paska Putusan Mahkamah Konstitusi Nomor 22/PUU-XV/2017," *Media Iuris*, vol. 6, no. 1, pp. 85-114, 2023, doi: <https://doi.org/10.20473/mi.v6i1.40285>
11. K. Kamaruddin, A. Yaqub, and I. Iswandi, "Paradoxical Implications of Article 7 Paragraph 1 of the Marriage Law in Indonesia," *Subst. Justice Int. J. Law*, vol. 4, no. 2 SE-Articles, pp. 182-194, Dec. 2021, doi: <https://doi.org/10.33096/substantivejustice.v4i2.167>
12. A. Aswari, "Perlindungan Hukum Tanpa Penegakan Hukum Dalam Sengketa Transaksi Elektronik," *Kertha Patrika*, vol. 42, no. 2, p. 163, 2020, doi: <https://doi.org/10.24843/kp.2020.v42.i02.p05>
13. F. Widi, A. Qahar, and A. Aswari, "Legal Protection Against Personal Data In Online Loan Transactions," *Golden Ratio Law Soc. Policy Rev.*, vol. 1, no. 1, pp. 17-25, 2021, doi: <https://doi.org/10.52970/grlspr.v1i1.152>
14. N. P. T. Giovana, "Standing Commitment of Sale and Purchase Agreement (PPJB) in Purchasing Flats Unit as Legal Protection for Consumers," *Subst. Justice Int. J. Law*; Vol 2 No 1 Subst. Justice Int. J. Law DOI - <https://doi.org/10.33096/substantivejustice.v2i1.28> , May 2019, [Online]. Available: <https://www.substantivejustice.id/index.php/sucila/article/view/28>
15. S. Sukendro et al., "Using an extended Technology Acceptance Model to understand students' use of e-learning during Covid-19: Indonesian sport science education context," *Heliyon*, vol. 6, no. 11, p. e05410, 2020, doi: <https://doi.org/10.1016/j.heliyon.2020.e05410>
16. A. Aswari and S. Salle, "Pendekatan Hukum Pada Kegiatan Olahraga Melalui Apresiasi Demi Mewujudkan Siswa Anti Tawuran Di Kota Makassar," *J. Pengabd. Masy. J-DINAMIKA*, vol. 5, no. 1, pp. 1-9, 2020, doi: <https://doi.org/10.25047/j-dinamika.v5i1.1421>
17. A. A. M. Y. Noviantari and I. M. D. Priyanto, "Perlindungan Hukum Terhadap Konsumen Atas Wanprestasi Pelaku Usaha Online," *J. Kertha Wicara*, vol. 10, no. 4, pp. 247-257, 2021, doi: <https://doi.org/10.24843/KW.2021.v10.i04.p06>
18. E. S. Wahyuni, "Trend Jual Beli Online Melalui Situs Resmi Menurut Tinjauan Etika Bisnis Islam," *Baabu Al-Ilmi*, vol. 4, no. 2, pp. 186-203, 2019.
19. E. Kuspraningrum, "Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce," *Risal. Huk. Fak. Huk. Unmul*, vol. 7, no. 2, pp. 64-76, 2011.