

The Legal Protection for Digital Consumers in Game Diamond Purchase Transactions Online Mobile Legends

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Abstract. *The development of digital technology is changing patterns of human interaction and transactions, including when purchasing virtual items like diamonds in the online game Mobile Legends. Digital agreements in these transactions require legal certainty in accordance with Article 1320 of the Civil Code and the Electronic Information and Transactions Law, especially if carried out by minors and/or through unofficial sellers. This study aims to examine the regulation of digital agreements between users and Mobile Legends game service providers in diamond purchase transactions, as well as to review legal protection for consumers (users), especially minors, who make diamond purchase transactions in Mobile Legends based on the Government to Business (G2B) Theory. The author uses a normative juridical research method with a statutory approach and a case approach related to illegal transactions in Langkat Regency. The research results show that transactions conducted outside official platforms do not meet the requirements of a valid electronic agreement and remove consumer protection rights as regulated in the UUPK and Government Regulation No. 80 of 2019. In conclusion, legal protection for digital consumers in purchasing game diamonds is still relatively weak. The government has not fully carried out its supervisory functions according to the G2B concept. To make the digital transaction ecosystem safer, fairer, and more accountable, stronger regulations, strict age verification systems, and firm sanctions for illegal business actors are needed.*

Keywords: Consumer; Digital; Electronic; Gaming.

1. Introduction

The world of technology and information continues to advance in line with the development of globalization. Many aspects of human life are being digitized, such as agreements that were originally only possible face-to-face or in writing. Digital agreements are inseparable from the development of forms of interaction between individuals. This can be found on various platforms or applications, one of which is online gaming applications. These applications usually require users to comply with rules that have been set beforehand by the developer. These can take the form of terms and conditions, or agreements issued due to a sale and purchase transaction. The terms and conditions of online game applications are regulations, stipulations, and rights and obligations that are binding between users and game developers.

Agreements or contracts are an important component of civil law. By creating an agreement, one party becomes bound to the other. In order to create a valid agreement, there are a number of requirements that must be met. The Civil Code (KUHPer), specifically Article 1320, regulates this matter. This article states that for an agreement to be considered valid under the law, it must meet a number of criteria, namely:

1. There must be mutual consent between the parties entering into the agreement;
2. The parties' capacity to enter into a contract;
3. A specific subject matter of the agreement; and
4. A lawful cause (Lie et al., 2023).

The parties involved do not always fulfill the requirements for a valid agreement in its implementation. It is possible that one or even a number of requirements are not fulfilled due to various factors. The capacity of the parties involved is one of the conditions that has the potential to be violated in an agreement, especially in digital agreements. If brought to court, an agreement made by a party who is not legally competent can be canceled (Senda et al., 2024).

The government issued Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law), which was amended by Law No. 19 of 2016 to provide legal protection to the Indonesian people in preventing digital agreements that do not meet the validity requirements under Article 1320 of the Civil Code. This regulation explains the validity of electronic (digital) contracts or agreements. The occurrence of buying and selling activities between sellers and buyers to provide goods or services is known as an electronic transaction, which is one of the factors in the formation of such digital agreements. Contracts are made through electronic media without the direct presence of the parties involved. This media uses computer networks or other electronic devices (Fista et al., 2023).

In online game applications, users often top up their accounts to purchase items. This can become a habit that turns into a need, and even transforms into a trend. Sadly, the majority of online game users are minors, whereas transactions such as purchasing game diamonds should only be carried out by adults. To be able to make a transaction, especially a digital transaction such as in online games, minors must be accompanied by an adult. However, there are several cases showing that minors who use these applications are not properly supervised. One of them occurred in 2024 on Jalan Batang Serangan, Padang Tualang District, Langkat Regency (Hasibuan & Tarigan, 2024).

In this case, many minors made top-up purchases of Mobile Legends game diamonds without their parents' knowledge. They became aware of the game through promotional advertisements on social media and recommendations from their peers. The sellers were generally adults who acted as intermediaries (resellers), and offer their services through chat or directly at places where schoolchildren hang out. The diamond top-up transaction begins with the buyer handing over money directly to the seller as an advance payment. After the payment is successful, the seller will record the diamonds to be sent according to the buyer's order, which will then be topped up to the buyer's account provided at the beginning according to the amount paid.

The purpose of diamond top-up transactions is to obtain exclusive items, heroes, skins, and even instantly increase levels. This is done using their parents' m-banking, which happens to have a low level of security. Some parents only realize this after finding that their children's pocket money balance has decreased dramatically, and some only realize it when they suddenly receive online transaction bills. Online game diamond top-up cases can cause various losses, and not only material ones. More than that, cases like this risk fostering consumptive behavior in children. The potential for addiction to games can very likely result in continuous diamond purchases without control, which can end in wastefulness and/or impulsivity.

This study refers to three previous studies. First, Qonita Hafizatul Azkiya's study entitled "A Judicial Review of Online Game Application Purchase Contracts Made by Minors" discusses the sale and purchase of online game applications in Indonesia. Unlike this study, the discussion will focus on the aspect of digital agreements. Second, Evan Aditya Respati's (2022) study entitled "Legal Protection for Minors in Online Game Account Purchase Agreements" focuses on the sale and purchase agreements of online game accounts by minors, while this study covers online game agreements as a whole. Third, the research by Maysa Madihah & Muhammad Maksum (2025) entitled "Electronic Transaction Contracts of Minors in Online Games: The Perspective of Sharia Law Ahliyyah Al-Ada'" focuses on the validity of agreements according to Islamic law, while this study uses Indonesian positive law.

This research aims to analyze the digital agreement between users and Mobile Legends game service providers in diamond purchase transactions, as well as to review legal protection for consumers (users), especially minors who make Mobile Legends diamond purchase transactions based on the Government to Business (G2B) Theory. This study focuses on the conformity of agreements in online games with applicable regulations, considering that digital agreements often do not fully meet the validity requirements of Article 1320 of the Civil Code, particularly regarding the competence of the parties and intangible objects. On the other hand, legal protection for the use of online games, especially by minors, is still minimal because there are no clear regulations governing it.

2. Research Methods

This study used a normative legal research method. The research focuses on the analysis of applicable legal norms and principles. Meanwhile, two approaches are used to address the problem, namely the statute approach and the case approach. The legal sources used as references are secondary, which are divided into three types of legal materials, namely primary, secondary, and tertiary. The method of collecting materials for this study is literature study. Meanwhile, to analyze it, the author uses deductive logic techniques through qualitative normative analysis methods (Syahrums, 2022).

3. Results and Discussion

3.1. Regulation of Digital Agreements between Users and Mobile Legends Game Service Providers in Diamond Purchase Transactions

The development of the digital era has made many human activities dependent on electronic systems, such as electronic commerce (e-commerce) transactions, digital financial services (LKD), and online-based entertainment. E-commerce transactions are defined as the buying and

selling of goods or services through electronic media (the internet). This activity involves sellers as business actors and buyers as consumers. Media is important for conducting online transactions. This can be in the form of an e-commerce platform or digital financial services used to pay when conducting transactions. An e-commerce platform is a system that allows business actors to build and manage their businesses independently. Not only limited to marketplaces, e-commerce platforms can also take the form of websites and social media (Nasution et al., 2019).

As an electronic payment system, LKD plays an important role in online transactions. In general, this service includes electronic money (electronic money in banking), electronic wallets (digital wallets), and QRIS (Quick Response Code Indonesian Standard). LKD aims to increase financial inclusion, especially for groups of people who do not have direct access to conventional banking services (Negarawati & Rohana, 2024). Although there are many benefits and positive impacts created by LKD, it does not rule out the possibility that this will also have negative impacts. For example, fraud has become rampant due to the convenience created by LKD itself. This negative aspect is more prevalent among those who are still relatively unfamiliar with electronic systems, such as minors. Children are a category of age group that is very vulnerable to becoming victims due to their naivety.

On the other hand, children's high levels of curiosity and impulsivity are often exploited by irresponsible individuals. This is particularly risky on platforms that target children. The majority of online game users, as a type of online entertainment, are young people. Government Regulation (PP) No. 17 of 2025 states that the legal age for independently accessing online platforms is 17 years and above. However, the reality on the ground shows that minors often gain access without parental supervision.

Mobile Legends: Bang Bang or MLBB is one of the most popular online games among Indonesian internet users. The game is a Multiplayer Online Battle Arena (MOBA) mobile video game developed by Moonton. Many features support the gameplay, such as heroes or skins, points, and rankings. Some of these features are available to users for free, but others require paid diamonds to obtain.

Game developers typically provide legal and secure transaction methods within the app itself. However, it is not uncommon for users to choose to transact through third parties or other platforms. The reasons for this can vary, ranging from payment flexibility, the practicality of the process, to significant price differentiation when compared to direct purchases on the app.

In addition to the various benefits that can be obtained by purchasing diamonds through third parties, this also carries crucial risks. These include account blocking (bans) by developers, no guarantee of digital consumer protection, and worst of all, fraud by sellers. Digital consumer protection is regulated in Law No. 8 of 1999 concerning Consumer Protection (UUPK) and Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (Mas & Jofa, 2023).

Referring to the regulations, diamond transactions through third parties are not legally protected due to the absence of a digital agreement or contract, as well as the unclear identities of the seller and buyer. Article 1320 of the Civil Code emphasizes that one of the requirements

for a valid agreement is the competence of the parties (Wibowo et al., 2024). With their identities unknown, their competence must also be questioned. This could ultimately lead to the cancellation of the agreement if the parties are proven to be legally incompetent.

Digital agreements or contracts are regulated in Article 18 paragraph (1) of the ITE Law, which states that electronic transactions written in electronic agreements are binding on the parties. This applies as long as the conditions for a valid agreement as regulated in Article 1320 of the Civil Code are met. The ITE Law guarantees protection to parties involved in electronic transactions, including personal data security, information transparency, and the right to cancel transactions. Article 1 paragraph (17) of Government Regulation No. 71 of 2019 also regulates contracts, defining them as agreements made by the parties through an electronic system. Furthermore, Article 38 paragraph (2) explains the elements that must at least be included in an electronic contract. These include rights and obligations, responsibilities, duration, costs, scope of services, and choice of law (Ihwanudin et al., 2025).

Digital agreements can be found in many aspects of life. In applications such as the online game Mobile Legends itself, they are generally realized through the account registration process and agreement to the terms and conditions. When users agree to the End User License Agreement (EULA) and terms of service, a legally binding digital contract is formed between the user and the game developer. In addition, diamond purchases are also classified as digital agreements because the entire process is carried out and agreed upon through electronic means.

Basically, an account is legal proof of an agreement that grants permission or exclusive rights to anyone who wants to play online games. To obtain these rights, users must create an account and meet the requirements set by the online game company or publisher. After creating an account, users can enjoy what the online game has to offer. The terms and conditions, often referred to as T&Cs, for online games such as Mobile Legends are generally presented to users during the registration or login process via a digital application. Users are deemed to have agreed to the terms and conditions after pressing the "accept" or "agree" button (Latifa, 2025). Thus, there is a form of voluntary consent made through an electronic system.

Often, the question arises: what if someone agrees to the terms and conditions in an application without carefully reading the contents, and then suffers losses as a result? In contract law, ignorance of the contents of an agreement does not automatically exempt the party from legal responsibility, known as the principle of *pacta sunt servanda* (Syamsiah et al., 2023). By giving their consent, users are deemed to have understood and accepted all the terms and conditions that apply as part of a legally binding agreement.

Losses incurred as a result of agreed terms and conditions are generally the responsibility of the user, unless there is an element of fraud, coercion, or bad faith on the part of the application provider. If the terms and conditions contain clauses that are unilaterally detrimental or contrary to the law, based on the provisions of the UUPK, such clauses may be declared null and void or invalid. Users have the right to report this to consumer protection agencies or take legal action to request the cancellation of clauses that are detrimental. On the other hand, service providers are obliged to act honestly, transparently, and not commit unlawful acts (PMH) that could harm users (Putra Gayo & Ilham, 2024).

In the online game Mobile Legends, there is a virtual item called diamonds. This item functions as a means of payment for purchasing heroes or skins, exclusive items, emblems, and others. Diamonds can be considered as specific and easily identifiable digital agreement objects, even though they are digital and not physical in nature. This is because diamonds are clearly within the game system and can be counted and allocated to player accounts. Article 1320 of the Civil Code requires that the object of an agreement be specific and clearly identifiable. In this case, diamonds are digital assets that can be measured, transferred, and have economic value within the game ecosystem. Diamonds are also regulated in regulations related to digital transactions and are part of a valid electronic transaction process, just like other digital transactions. Therefore, although diamonds are not physical in nature, their existence within the game and digital system qualifies them as objects that can be validly contracted under Article 1320 of the Indonesian Civil Code (Sitorus et al., 2022).

The diamond purchase process generally involves users entering their MLBB User ID and Zone ID, selecting the number of diamonds they want, and paying through various methods such as Google Play, e-wallet, or official partners. After the payment is successful, the diamonds will be automatically added to the user's account. These transactions are governed by clauses in an electronic agreement that regulate the delivery of diamonds and the resolution of issues in the event of problems such as failed top-ups or fraud. The purchase of diamonds itself can be categorized as a digital agreement. The entire buying and selling process, from price agreement, number of diamonds, to other conditions, is carried out online without any physical meetings. The stages of the transaction, from payment to delivery diamonds, and are documented electronically. Although does not involving physical signatures, these transactions are legally valid because they meet the requirements of agreements regulated by civil law and regulations related to electronic transactions (Saputra, 2025).

3.2. Legal Protection for Consumers (Users), Especially Minors, Who Purchase Mobile Legends Diamonds Based on the Government to Business (G2B) Theory

According to Article 1 paragraph (2) of the UUPK, consumers are defined as any person who uses goods and/or services that are available to the public and are not resold, for their own interests, those of their family, other people, or other living beings. Legal protection for consumers is regulated in Article 1 paragraph (1) of the UUPK, which defines it as all efforts that guarantee legal certainty in providing protection to consumers. Furthermore, Article 4 also explains consumer rights, such as in letter (c), which is the right to obtain accurate, clear, and honest information regarding the condition and warranty of goods and/or services (Dewi et al., 2025).

Still referring to Article 4 of the UUPK, more specifically letter (h), it states that consumers have the right to compensation, damages and/or replacement if the goods and/or services received are not in accordance with the agreement or as they should be. The UUPK also allows for out-of-court dispute resolution. Consumers who feel aggrieved can sue the producer directly for compensation, and the producer must respond or provide a solution within 7 days after the transaction, in accordance with Article 19 paragraphs (1) and (3) (Pattinasarany et al., 2023).

On the other hand, the UUPK recognizes that consumers are generally more vulnerable than businesses or producers. Therefore, raising consumer awareness of their rights and obligations is the main objective of the UUPK. This regulation also aims to motivate businesses to more responsible for their business activities. Consumer protection must be carried out regularly and comprehensively in order to achieve this goal (Maryam et al., 2025).

Even though there are regulations that clearly govern legal protection for consumers, it is still possible for problems to arise that cause losses for consumers. For example, failures in digital transactions that are often carried out in the current era of globalization. The types of online transaction objects are not limited to tangible objects, but also intangible objects such as virtual items. This is often found mainly in applications, such as diamonds in the online game Mobile Legends.

Failures in diamond purchase transactions can occur in various forms, including:

- The payment was successful, but the diamonds did not enter the account;
- The transaction failed, but the balance or funds have been deducted;
- The buyer is charged twice for one transaction (double charge); and
- Diamonds are received late due to network disruptions.

Digital service providers are obliged to ensure the reliability of electronic systems and are liable if consumers suffer losses caused by electronic system failures, in accordance with the Electronic Information and Transactions Law (ITE Law) and the Consumer Protection Law (UUPK). Consumer rights in this context include:

- Full refund if payment has been made but the product has not been received;
- Receive transparent information regarding the status of transactions; and
- Protection of consumer data from potential identity theft, as stipulated in the Personal Data Protection Law (PDP Law) No. 27 of 2022 concerning Personal Data Protection.

However, cases that occur in the field are not only related to transactions carried out legally, but also include illegal or unofficial transactions carried out through third parties. The result of these transactions is that the purchases are not recorded in the official system of Moonton as the game developer. Thus, Moonton has no obligation to issue refunds or diamond replacement. Consumers will lose their full legal protection rights as digital consumers because the transaction takes place outside the official platform (Bhagaskara & Tarina, 2024).

One example of an illegal diamond purchase transaction occurred in 2024 on Jalan Batang Serangan, Padang Tualang District, Langkat Regency. In this area, the purchase of diamonds for online games such as Mobile Legends has become part of the digital activities of young people, even children. Many minors top up through local agents or online applications. Parental supervision is often minimal, so that the use of digital funds by children goes unchecked.

The diamond purchase transaction itself is quick: the child pays, and the seller immediately sends the diamonds or game items. This involves advance payment and virtual delivery of goods.

However, there are concerns about the clarity of the benefits and value of these diamonds or virtual items. Diamonds are often used for spin or gacha features that involve luck and gambling.

In the context of family economics, particularly in rural areas like Langkat, uncontrolled spending on online game top-ups can have a significant impact. From a legal perspective, there are a number of conditions that must be met: price, agreement between seller and buyer, and diamonds as an object that can be traded. However, previous research on this case states that the object of the transaction should be something with clear benefits and no element of uncertainty.

In the case of diamond top-ups by minors, there are several points to note, such as diamonds that can indeed be used in games, but their social and economic benefits are very limited and generally only for entertainment. In addition, if diamonds are used for spins/gacha with random results, there is the potential for gambling and uncertainty. On the other hand, minors do not yet possess full capacity to understand the risks associated with the activities that is carried out. Thus, these transactions are not entirely free from uncertainty (Fauzan, 2024).

Based on the provisions in the UUPK, consumer protection rights only apply if the business actor conducts business activities legally and accountably. This is because, referring to PP No. 71 of 2019, unofficial sellers do not have business licenses, are not recognized as digital trading partners, and do not comply with electronic transaction system regulations. Therefore, the refund mechanism and the seller's responsibility cannot be enforced according to the rules.

Legally, this type of transaction is categorized as a "legal act outside the consumer protection system," so all responsibility lies with the buyer and seller. Unofficial sellers who commit digital fraud can be punished with 6 years in prison and/or a fine of IDR 1 billion (Article 28 paragraph (1) of the ITE Law), a prison sentence of up to 4 years (Article 378 of the Criminal Code), and a prison sentence of up to 8 years (Article 46 of the ITE Law).

Diamond top-up transactions for online games in the Batang Serangan area, Padang Tualang District, Langkat Regency, are not merely small economic activities between individuals and local agents. Rather, this practice has become part of the national digital economy ecosystem with a fairly complex structure. The government acts as a regulator, supervisor, and policy maker that determines the rules in digital transactions such as this. This role is crucial in creating a regulated and safe environment.

Business actors include service providers, digital platforms, and local sellers, such as Moonton, marketplaces, and top-up agents. They act as key drivers that bridge consumer needs with the digital economy system. Meanwhile, consumers in practice also include minors who are beginning to be directly involved in transactions, even though aspects of their protection are often not yet optimal.

The Government to Business (G2B) theory can be used as an important framework for examining how the government uses policies, digital systems, and legal instruments to regulate interactions and transactions between the state and business actors. Through this approach, the role of the state in supervising digital businesses, including diamond top-up transactions, becomes very important to ensure security, fairness, transparency, and consumer protection (Rachmad et al., 2024).

G2B basically discusses the relationship between the government and business actors, which aims to create orderly and structured regulations and governance of the business world. The main focus of this approach includes increasing legal compliance by business actors, strengthening consumer protection, creating a healthy digital business climate, and strengthening accountability in the digital economy.

Based on G2B theory, the government has an obligation to establish clear standards and licensing for digital businesses, including in the aspect of digital product sales such as top-ups. In addition, the government is also expected to provide effective complaint and consumer protection mechanisms, especially for vulnerable groups, such as children. Oversight of data transparency and digital payment systems is also crucial to minimize potential consumer losses.

In the context of the Langkat case, both the local and central governments should conduct comprehensive supervision of the legality of local top-up agents. Verification processes, such as ensuring registration as an Electronic System Operator (PSE) and the compliance of transaction methods with the provisions of the Ministry of Communication and Information Technology and Bank Indonesia, are important steps that must be taken.

In the implementation of G2B, the role of the state is not only limited to regulating business aspects, but also focuses on consumer protection, especially vulnerable groups. The phenomenon of rampant digital transactions carried out by minors without parental supervision in rural areas such as Langkat shows the weakness of this theory. This can be seen from the lack of integration between the government's digital system and international gaming platforms (such as Moonton), the weak mechanism for reporting digital losses (such as failed top-ups or fraud by unofficial agents), and the lack of education on digital economy regulations among the public (Chikita, 2024).

The G2B theory asserts that consumer protection is the result of effective digital governance. Therefore, G2B governance is very important in preventing digital exploitation of children. In the local context, such as in the Padang Tualang - Langkat area, this system has not been running effectively because top-up businesses have not been integrated with OSS or have not been registered as PSEs.

The local government does not yet have a mechanism for monitoring micro digital transactions. On the other hand, strategic cooperation between the government and game companies in protecting child users has not been maximized. Therefore, the G2B theory shows the need to bridge the policy gap between modern central regulations and informal local digital business practices.

4. Conclusion

Digital agreements between users and Mobile Legends game service providers in the purchase of diamonds are a form of valid electronic contract as long as they comply with Article 1320 of the Civil Code and Article 18 paragraph (1) of the ITE Law through the terms and conditions or EULA from Moonton. However, if conducted through a third party or an unofficial seller, the digital agreement becomes invalid because it does not meet the element of clarity between the parties and is not within a registered electronic trading system, so that the risk of fraud or transaction failure is borne by the buyer and seller. Based on the Government to Business (G2B)

theory, the government should play an active role as a regulator, supervisor, and protector of digital consumers. Yet the case of diamond purchases by minors in Langkat Regency highlights the weak implementation of this principle. Policy synchronization between the central and local governments, as well as collaboration between the government and game developers, is needed to strengthen verification, licensing, and oversight systems to create a safe and responsible transaction ecosystem.

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