



## Consumer Protection in Online Virtual Game Object Sales Transactions on Social Media X

Putri Aininda Sasti<sup>1\*</sup>, Muh Ali Masnun<sup>2</sup>

<sup>12</sup>Faculty of Law, Universitas Negeri Surabaya, Surabaya, Indonesia

\*  
putriaininda.20140@mhs.unesa.ac.id

| Article                                                                                  | Abstract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Keywords:</b><br>Consumer Protection;<br>Online Game's Virtual<br>Items; Social Media | <i>Online transactions conducted without face-to-face interaction offer efficiency in terms of distance and time, but on the other hand, because they are not conducted face-to-face, there is a possibility of discrepancies in the items being sold, whether in terms of quantity, form, or quality. Online transactions involving virtual game items conducted through social media platform X also have the potential to encounter the same issues, which would be detrimental to online gamers as consumers. This study aims to analyze consumer legal protection in online game virtual item transactions on social media platform X, as well as the legal measures consumers can take regarding losses incurred in such transactions. This study employs a normative research approach using both a statutory approach and a conceptual approach. The findings reveal that consumer protection in transactions involving the buying and selling of virtual game items is not yet optimal, necessitating legal measures, including through court proceedings and alternative dispute resolution mechanisms via the Consumer Dispute Resolution Agency (BPSK).</i> |

### INTRODUCTION

Virtual objects are codes in computer technology that are made based on algorithmic formulas in such a way and are made by imitating objects that exist in the real world (Fairfield, 2005). The existence of virtual objects is one of the results of the development of information technology that is increasingly developing rapidly, which then makes the world aware of changes to a new world, where a world in terms of communication is present with a computer base (computer mediated communication) and from this then a new world is created or can be called cyberspace (Prasetio, 2024). In Cyberspace, it offers a new reality or reality, namely a reality in virtual form (virtual reality) (Meilarati, 2017).

Virtual objects, as the name suggests, can only be used in virtual worlds. One example of the use of virtual objects in a virtual world is the existence and use of virtual objects in online games. Online games themselves have various types, one of which

often uses virtual objects is the online game with the RPG (Role Playing Game) model. RPGs can be defined as story-based games in which players create and take on roles they have chosen, making decisions and actions that affect the outcome of the game (Erickson, 2009). Players will play the role of imaginary characters in the online game to complete certain challenges and missions that will later form a story. Online RPG - based games have a variety of characters and unique virtual objects in them. To obtain these characters or objects sometimes requires a purchase transaction between the player and the online game developer. Each online game has its own virtual objects and have different prices for each type or quantity.

Virtual objects become a new commodity that can then be traded like objects in the real world, although essentially virtual objects can only be used in the virtual world. The position of virtual objects as objects of sale and purchase is based on the suitability of virtual objects with elements of intangible objects. Virtual objects, as intangible objects, are legal objects and part of an asset that can be owned (Masnun et al., 2025).

Article 499 of the Civil Code states that, "According to the Law, goods are every object and every right that can be the object of ownership rights.", virtual objects are included in the definition of objects in this case because they are something that can be owned by someone as a legal subject. Meanwhile, Article 503 of the Civil Code divides goods into, "There are goods that have a body, and there are goods that do not have a body.", this article then becomes a reference that virtual objects are included in goods or objects that do not have a body.

Just like non- virtual objects or objects that exist in the real world, virtual objects can become objects. Purchasing virtual objects can generally be done by purchasing directly within the online game application, or purchasing outside the online game application, one of which is through certain websites or through social media. Purchasing virtual objects through certain websites or social media is done using electronic transactions. Electronic transactions or e- commerce can be defined as an activity carried out through computer network media between companies, households, individuals, governments, and communities or other private organizations where sales and purchases of goods or services occur (Hermawan, 2013). E-Commerce can also be defined as a modern-based business system where business actors do not need to be present in person either physically or in signature (Suparni, 2001). Based on Article 1 number 2 of Law No. 11 of 2008 concerning Information and Electronic Transactions, it explains that, "Electronic Transactions are legal acts carried out using Computers, Computer networks, and/or other electronic media."

Transactions for buying and selling virtual game items online are conducted electronically or indirectly face to face. Electronic transactions, which do not involve face-to-face interaction, must still fulfill consumer rights. Article 4 of Law No. 8 of 1999 concerning Consumer Protection explains consumer rights, which, based on this article, consumers have rights that must be fulfilled in a buying and selling transaction.

One of the rights that must be fulfilled for consumers is the right to information regarding the truth, clarity, and honesty of the promised qualifications and guarantees. When a consumer does not receive what was promised in the transaction, this certainly violates consumer rights, as stated in Law No. 8 of 1999 concerning Consumer Protection, namely in terms of obtaining goods and/or services that have been stated based on the exchange value, conditions, and guarantees that have been agreed upon.

Virtual goods buying and selling transactions Online games through social media X have been subject to numerous cases of consumer losses. Consumers who have engaged in transactions with online game virtual asset sellers through social media X have experienced a reduction in their virtual game assets. This is because the online game company considers the addition of virtual game assets obtained through purchases outside the online game application and official website to be an illegal purchase transaction.

This research was conducted with the hope of achieving the objective of conducting an analysis of consumer protection in virtual goods buying and selling transactions. online games via social media X and analyzing the legal measures that consumers can take regarding virtual goods buying and selling transactions online games through social media X. So it is hoped that the results of this study can be useful in protecting consumers in the implementation of buying and selling transactions as well as legal efforts that consumers can take due to losses that occur due to misuse of these buying and selling transactions.

## METHOD

The method used in this research is a normative legal research method using a statute approach and a conceptual approach (Masnun, Muh. Ali, Prasetyo, Dicky Eko, 2025). This research uses primary legal materials from laws and regulations arranged hierarchically and uses secondary legal materials from books, theses, journals, and articles related to the research. The legal material collection technique used in this research is a literature study of legal materials.

## RESULTS AND DISCUSSION

### **Legal Protection for Consumers in Online Virtual Game Object Sales Transactions on Social Media X**

Article 1 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection explains that, "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers." Referring to the Article mentioned, consumer protection is a legal instrument presented by government institutions with the aim of providing legal protection and guarantees of legal certainty for consumers regarding problems that cause losses caused by business actors.

Consumers in online buying and selling transactions via social media, as citizens, have the same rights to obtain legal protection. Article 27 paragraph (1)

of the 1945 Constitution of the Republic of Indonesia explains, "All citizens have equal standing before the law and government and are obliged to uphold the law and government without exception." Based on this article, it is clearly written that consumers, in this case consumers who carry out buying and selling transactions of *virtual online game objects* via social media X have the right to protection as an effort to guarantee legal certainty regarding problems which in this case are in the form of a reduction in *virtual online game objects* that occur after a buying and selling transaction on social media X.

Electronic sales transactions, which do not involve face-to-face interaction, must still fulfill consumer rights. Article 4 of Law No. 8 of 1999 concerning Consumer Protection explains consumer rights:

"Consumer rights are: a. the right to comfort, security and safety in consuming goods and/or services; b. the right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange value and conditions and guarantees promised; c. the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services; d. the right to have their opinions and complaints heard regarding the goods and/or services used; e. the right to receive advocacy, protection and appropriate efforts to resolve consumer protection disputes; f. the right to receive consumer guidance and education; g. the right to be treated or served properly and honestly and without discrimination; h. the right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be; i. rights regulated in other statutory provisions."

Based on the contents of the Article, consumers have rights that must be fulfilled in a buying and selling transaction activity. One of the rights that must be fulfilled to consumers is the right to information regarding the truth, clarity, and honesty of the promised qualifications and guarantees. *Online game players* as consumers who make buying and selling transactions of *virtual objects* through social media X do not get what is promised in the transaction activity, where there should be no reduction in the *virtual objects of online games* that have been owned. This certainly violates the rights of consumers, in accordance with those stated in Law No. 8 of 1999 concerning Consumer Protection, namely in terms of obtaining goods and/or services that have been stated based on the exchange value, conditions, and guarantees that have been agreed upon.

The scope of consumer protection is broad, which includes protection for consumers regarding goods and/or services, which begins at the stage of

obtaining the goods and/or services and continues until the effects of using the goods and/or services.

The scope mentioned in the previous explanation consists of two aspects, namely (Meliala, 1993) :

- a. Protection against the possibility that the goods provided to consumers do not match what was agreed upon by both parties.
- b. Protection against the imposition of unfair provisions on consumers.

The aspects within the scope of consumer protection are fulfilled in what happens to *online game players* as consumers who make transactions to buy and sell *virtual online game items* on social media X. The fulfilled aspect is the first aspect regarding the possibility that the goods given to consumers do not match what was agreed upon by both parties. In this case, the transaction is carried out electronically through social media X and the objects being traded are *virtual objects* which *online game players* as consumers cannot see directly, increasing the possibility that the goods do not match what has been agreed upon by both parties.

The goal of consumer protection is to provide consumers with a sense of security in meeting their needs when using any available goods and/or services. Consumer protection laws are not only enforced preventively but also repressively, as evidenced by Law No. 8 of 1999 concerning Consumer Protection, which explains that all consumer protection norms have sanctions.

Shidarta stated that the presence of principles that originate from doctrine and theory then appear in legal causality between consumers and business actors (Dewi, 2015) :

- a) The principle of *let buyer beware (caveat emptor)*  
Consumers who do not receive accurate information about the goods and/or services they use, and who subsequently suffer losses, can deny the loss and attribute the loss to the consumer's negligence. This is because businesses and consumers are equal parties, so there is no need for consumer protection.
- b) The principle of *the due care theory*  
In promoting products, business actors are required to always exercise caution, both in terms of goods or services if the obligation has been carried out by the business actor so that in order to be able to justify the mistakes that have been carried out by the business actor for their losses, consumers are required to be able to provide evidence that the business actor who has carried out has indeed violated the principle of caution.
- c) The principle of *the privacy of contract*  
The obligation to provide consumer protection by a business actor can only be fulfilled if both parties are in a contractual relationship. For anything that occurs outside of the agreed-upon terms, the business actor cannot be blamed.

Consequently, consumers can only sue the business actor for breach of contract.

d) The principle of contract is not a condition

To confirm the existence of a legal relationship, a contract is not a requirement.

Article 1457 of the Civil Code explains about buying and selling, "Buying and selling is an agreement, by which one party binds himself to hand over an object, and the other party to pay the promised price." Based on this article, it can be concluded that the main elements of a buying and selling agreement are the goods and the price.

The law of contracts in civil law has a consensual principle in it, where the sale and purchase agreement is realized when there is an agreement regarding the goods and price, so that the sale and purchase agreement is reached. Meanwhile, Article 1320 of the Civil Code explains the valid conditions for an agreement, "In order for a valid agreement to occur, four conditions must be met: 1. The agreement of those who bind themselves; 2. The capacity to make an agreement; 3. A specific subject matter; 4. A cause that is not prohibited."

These four conditions are necessary for a valid agreement. The first two conditions relate to the subject, or subjective conditions, while the other two conditions relate to the object, or objective conditions. An agreement containing a flaw in the subjective conditions does not necessarily automatically invalidate the agreement but allows for cancellation. However, if there is a flaw in the object, the agreement is void by law.

The transaction of buying and selling *virtual game objects online* conducted by consumers on social media X creates a valid agreement when the four conditions are met. In this case, the principle of *the privity of contract* is fulfilled where both parties, *online game players* as consumers and business actors in social media X are bound by a contract or agreement, then consumers can file a lawsuit against the business actor with a breach of contract for what is detrimental to consumers. The breach of contract in Article 1243 of the Civil Code reads,

"Reimbursement of costs, losses and interest due to failure to fulfill an obligation begins to be required if the debtor, even though he has been declared negligent, continues to be negligent in fulfilling the obligation, or if something that must be given or done can only be given or done within a time that exceeds the time specified."

Based on this article, there are elements of default, namely;

1. There is an agreement;
2. There is a party who violates the agreement;



3. The party has been declared negligent and still does not carry out the contents of the agreement.

Law No. 8 of 1999 concerning Consumer Protection is a provision in the legislation governing consumer protection, preventing consumers from legal uncertainty and ensuring the security and comfort of obtaining goods and/or services in circulation for consumers. In addition, it will reduce various problems that arise between consumers and business actors.

Article 2 of Law No. 8 of 1999 concerning Consumer Protection, the implementation of legal protection for consumers is a joint effort with reference to five principles, namely:

- a) Principle of Benefit
- b) Principle of Justice
- c) Principle of Balance
- d) Principles of Consumer Safety and Security
- e) Principle of Legal Certainty

Legal protection for consumers, in this case consumers who conduct transactions for buying and selling *virtual objects in online games* on social media X, is needed in the main fulfillment of the principles of consumer protection, namely the principle of justice and the principle of legal certainty. In the principle of justice, the regulation and enforcement of laws on consumer protection need to be carried out fairly and in harmony in obtaining their rights and obligations, while in the principle of legal certainty, there needs to be a guarantee of legal certainty provided by the state for what then happens, which in this case concerns the losses experienced by consumers in transactions for buying and selling *virtual objects* on social media X.

### **Online Virtual Game Object Sales Transactions on Social Media X**

A consumer is any person who uses goods and/or services available in society, whether for their own benefit, that of their family, that of others, or that of other living beings, and not for commercial purposes. Consumers have rights and obligations, both of which are regulated by consumer protection. Consumers have the right to receive advocacy, protection, and appropriate consumer protection dispute resolution. This advocacy, protection, and dispute resolution are undertaken if consumers do not receive their rights as they should.

This is emphasized in Article 45 paragraph of Law No. 8 of 1999 concerning Consumer Protection,

- "(1) Every consumer who has suffered a loss can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court system. (2) Consumer dispute resolution can be pursued through the courts or outside

the courts based on the voluntary choice of the disputing parties. (3) Disputes resolved outside the courts as referred to in paragraph (2) do not eliminate criminal liability as regulated by the Law. (4) If an out-of-court consumer dispute resolution effort has been chosen, a lawsuit through the courts can only be pursued if that effort is declared unsuccessful by one of the parties or by the disputing parties."

The lawsuit can then be pursued in two ways, namely:

a) Out-of-Court Path

The settlement of consumer disputes through out-of-court channels is regulated in Article 47 of Law No. 8 of 1999 concerning Consumer Protection, which states, "Resolution of consumer disputes outside the court is carried out to reach an agreement regarding the form and amount of compensation and/or regarding certain actions to ensure that the losses suffered by consumers will not recur or will not be repeated." Disputes that wish to be resolved through out-of-court channels can be done with the alternative of accepting problem resolution through the Consumer Dispute Resolution Agency (BPSK).

Dispute resolution through the Consumer Protection and Consumer Protection Agency (BPSK) is carried out by visiting the Provincial BPSK office between consumers and businesses in dispute, bringing a dispute resolution request letter, completing a complaint form, and submitting files or other supporting documents. The BPSK has the authority to verify the accuracy of the reports from both parties in dispute. Then the results of the meeting will then determine whether the dispute will be resolved amicably or by other means. Article 1 number 11 of Law No. 8 of 1999 concerning Consumer Protection explains that, "The Consumer Dispute Resolution Agency is an agency tasked with handling and resolving disputes between businesses and consumers."

BPSK as a dispute resolution body has the following duties and authorities, as explained in Article 52 of Law No. 8 of 1999 concerning Consumer Protection,

- a. carry out handling and resolution of consumer disputes through mediation, arbitration or conciliation;
- b. provide consumer protection consultation;
- c. supervise the inclusion of standard clauses;
- d. report to the general investigator if there is a violation of the provisions of this law;
- e. receive complaints, both written and unwritten, from consumers regarding violations of consumer protection;
- f. conducting research and examination of consumer protection disputes;
- g. summon business actors who are suspected of violating consumer protection;



- h. summon and present witnesses, expert witnesses and/or any person deemed to know about violations of the law;
- i. request assistance from investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letters g and h, who is unwilling to comply with the summons of the consumer dispute resolution body;
- j. obtain, examine and/or assess letters, documents or other evidence for investigation and/or examination;
- k. decide and determine whether or not there is a loss on the part of the consumer;
- l. notify business actors who violate consumer protection of the decision;
- m. impose administrative sanctions on business actors who violate the provisions of this law.

The decision of the BPSK Council is final and binding, this is explained in Article 54 paragraph (3) of Law No. 8 of 1999 concerning Consumer Protection. The decision issued by the BPSK Council based on Article 55 of Law No. 8 of 1999 concerning Consumer Protection must be issued no later than 21 working days after the lawsuit is received. The implementation of the decision is explained in Article 56 of Law No. 8 of 1999 concerning Consumer Protection,

"(1) Within a maximum of 7 (seven) working days of receiving the decision of the consumer dispute resolution body as referred to in Article 55, business actors are required to implement the decision. (2) The parties may file an objection to the District Court no later than 14 (fourteen) working days after receiving notification of the decision. (3) Business actors who do not file an objection within the time period as referred to in paragraph (2) are deemed to have accepted the decision of the consumer dispute resolution body."

This article explains that business actors are required to implement the decision within 7 (seven) days of receiving it. If any party objects to the decision, they may file an objection within 14 (fourteen) days. Failure to do so will deem the decision to have been accepted.

b) Court Path

A lawsuit filed through the courts involves filing a civil suit for damages due to breach of contract or unlawful acts, depending on the legal relationship between the consumer and the perpetrator of the act that caused the consumer's loss. The lawsuit is filed with the competent district court, which is generally in the area where the defendant resides or is domiciled.

Article 48 of Law No. 8 of 1999 concerning Consumer Protection explains, "Resolution of consumer disputes through the courts refers to the provisions on general courts that apply, taking into account the provisions in Article 45 above."

The designation of Article 45 in this case refers to the provisions in paragraph (4). Where it can be concluded that resolution of consumer disputes through the courts is only possible if:

- a. The parties have not chosen a consumer dispute resolution method outside the court;
- b. Efforts to resolve consumer disputes outside the courts have not produced results agreed upon by one of the parties or by the disputing parties.

The primary requirement for a party wishing to file a lawsuit is that they must have an interest. A person without an interest cannot file a lawsuit, as is known as the *point d'interest point d'action principle*, which can be interpreted as "no lawsuit without legal interest." Furthermore, Article 123 of the HIR stipulates:

"1) If desired, both parties may be assisted or represented by a power of attorney, who is authorized to do so by a special power of attorney, unless the person granting the power of attorney is present. The plaintiff may also grant such power in a letter of request signed by him and entered in accordance with the first paragraph of Article 118 or if the lawsuit is filed orally according to Article 120, then in this latter case, such must be stated in the notes made in this lawsuit. (2) An employee who, due to general regulations, carries out a case for Indonesia as a representative of the state, does not need to use such a special power of attorney. (3) The District Court has the authority to order that both parties, who are represented by their attorneys at the trial, appear in person. This power of attorney does not apply to the President."

Based on this article, it can be concluded that the lawsuit must be filed by the person concerned or interested.

A lawsuit for compensation for losses suffered by consumers as a result of the reduction in the number of *virtual objects* in the online game, whether in the form of material or immaterial losses, can be filed based on breach of contract and a lawsuit based on unlawful acts.

a. Breach of contract lawsuit

The legal relationship between business actors and consumers is a contractual relationship of a sales and purchase agreement as regulated in Article 1457 of the Civil Code, which reads: "A sale and purchase is an agreement by which one party binds himself to deliver an item and the other party to pay the promised price." Based on this article, it can be concluded that a sales and purchase agreement is a reciprocal agreement where one party promises to provide ownership rights to an item, while the other party promises to pay for an item consisting of a sum of money in return for obtaining ownership rights (Subekti, 1985).

A sales and purchase agreement, which is the same as an agreement in general,

must meet the requirements for a valid agreement, which is regulated in Article 1320 of the Civil Code, which states, "In order for a valid agreement to occur, four conditions must be met; 1. The agreement of those who bind themselves; 2. The capacity to make an agreement; 3. A certain subject matter; 4. A cause that is not prohibited." Based on the contents of the Article, it can be concluded that since the word agreement, an agreement has been formed, which means that the parties are bound to carry out the achievements agreed upon in the agreement (Muhammad, 1990) .

In the agreement, if one party fails to fulfill the agreed-upon obligations, that party is deemed to be in breach of contract. This is defined as:

1. Not doing what he promised to do;
2. Carrying out what he promised but not as he should;
3. Carrying out what was promised but was late;
4. Doing something that according to the agreement (performance) he is not allowed to do.

Article 5 of Law No. 8 of 1999 concerning Consumer Protection, regulates consumer obligations:

"The consumer's obligations are: a. to read or follow the information instructions and procedures for using or utilizing goods and/or services, for the sake of safety and security; b. to act in good faith in carrying out transactions to purchase goods and/or services; c. to pay according to the agreed exchange rate; d. to follow the legal efforts to resolve consumer protection disputes appropriately."

Article 7 of Law No. 8 of 1999 concerning Consumer Protection regulates the obligations of business actors:

"The obligations of business actors are: a. to act in good faith in carrying out their business activities; b. to provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and to provide explanations of their use, repair and maintenance; c. to treat or serve consumers correctly and honestly and without discrimination; d. to guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable goods and/or service quality standards; e. to provide consumers with the opportunity to test and/or try certain goods and/or services and to provide guarantees and/or warranties for the goods produced and/or traded; f. to provide compensation, indemnity and/or reimbursement for losses resulting from the use, consumption and utilization of traded goods and/or services; g. to provide compensation, indemnity and/or reimbursement if

the goods and/or services received or utilized do not comply with the agreement.”

Based on this article, if the consumer has carried out what has become his obligation as stated in Article 5 letter (c) of Law No. 8 of 1999 concerning Consumer Protection, namely by paying the agreed price for the goods, while then the business actor delivers goods that do not match what has been agreed, as stipulated in Article 8 paragraph (1) letter (d) and Article 7 of Law No. 8 of 1999 concerning Consumer Protection, which means that he has committed a breach of contract.

If the business actor has committed a breach of contract, the consumer can only sue for compensation. Compensation for breach of contract can only be replaced with money, in accordance with Article 1239 of the Civil Code which states "That every obligation to do something, if the debtor does not fulfill his obligations, is resolved in the form of an obligation to provide compensation for costs, losses and interest."

A claim for compensation will be made if the consumer who has suffered losses is able to prove that there is an agreement between him/herself and the business actor and that the business actor's failure to fulfill the obligations arising from this agreement has resulted in losses (Patrik, 1994).

b. Unlawful Act Lawsuit

Business actors can be sued if they violate the provisions contained in Article 4 concerning consumer rights, Article 7 concerning the obligations of business actors, Article 8 concerning prohibited acts for business actors, and Article 19 concerning the responsibilities of business actors, in Law No. 8 of 1999 concerning Consumer Protection.

Proof of the occurrence of an unlawful act, namely on the basis of the element of error, is regulated in Book III of the Civil Code, Articles 1365 to 1380. In this case, the basis for the lawsuit used is Article 1365 of the Civil Code, which states that, " Every unlawful act that causes loss to another person, requires every person whose fault causes the loss to compensate for the loss."

Consumers can sue for compensation, but in claiming compensation, the loss must be proven to be a result of an unlawful act. This means that in order to claim compensation, the following elements must be met, as defined in Article 1365 of the Civil Code:

1. The existence of an act;
2. This act is against the law;
3. There was an error on the part of the perpetrator;
4. There is a loss;
5. There is a causal relationship between the act and the loss.

In addition to fulfilling the elements contained in Article 1365 of the Civil Code, unlawful acts committed by business actors must fulfill the following criteria:

1. The act violates another person's rights;
2. The act is contrary to the perpetrator's legal obligations;
3. Contrary to the principle of caution that should be observed in social interactions;
4. This action is contrary to morality.

Business actors who sell *virtual online game items* on social media X can be sued for unlawful acts because:

- a. Violating consumer rights

There is a violation of consumer rights where the business actor commits the violation where the consumer rights are as stated in Article 4 of Law No. 8 of 1999 concerning Consumer Protection.

- b. Contrary to the legal obligations of the perpetrator

The reduction in *virtual online game items* owned by consumers after a buying and selling transaction on social media X shows that business actors do not comply with their obligations as business actors as stated in Article 7 of Law No. 8 of 1999 concerning Consumer Protection.

Furthermore, if this method is not successful, the next method is through the authorized agency as stated in Article 45 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection: "Every consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court system." Article 46 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection stipulates that lawsuits for violations by business actors can be filed by:

- a) A consumer who is harmed or his/her heirs;
- b) A group of consumers who have the same interests;
- c) A legal entity or foundation which in its articles of association states that the purpose of the organization is for the benefit of consumer protection and has carried out activities in accordance with its articles of association;
- d) The government and/or related agencies if the goods and/or services consumed result in major material losses and/or a significant number of victims.

All of the consumer dispute resolution methods mentioned above have advantages and disadvantages. In consumer dispute resolution, sanctions must be established for business actors who violate statutory provisions.

## CONCLUSION

Online virtual game buying and selling transactions on social media X, it can be concluded that:

1. virtual goods sales transactions online games on social media X, in its implementation, are still not optimal because consumers still suffer losses in these transactions.
2. Legal remedies that can be taken by consumers who experience losses due to online virtual game buying and selling transactions on social media X are by taking the court route by suing the business actor or by resolving consumer disputes through the Consumer Dispute Resolution Agency.

In relation to the conclusions above, the following suggestions can be provided by researchers as input:

1. For consumers buying and selling virtual game items online on social media X, to always be careful in conducting online buying and selling transactions on social media.
2. For online virtual game business actors on social media X, they should pay more attention to consumer rights and be accountable if there is a default, unlawful act, or other act caused by the business actor and results in losses to consumers.
3. For the Ministry of Trade, to pay more attention to implementing supervision related to disputes over losses in transactions for buying and selling virtual objects in online games on social media.
4. online game virtual object sales transactions on social media

## REFERENCES

- Arifin, S. 2012. "Pengantar Hukum Indonesia". Medan: Medan Area University Press.
- Dewi, E. W. 2015. "Hukum Perlindungan Konsumen". Yogyakarta: Graha Ilmu.
- Erickson, D. 2009. "Writing for Video Game Genres : From FPS to RPG (Writing for Role-Playing Games)". Boca Raton: A K Peters/CRC Press.
- Fairfield, J. A. 2005. "Virtual Property". (Boston University Law Review) Vol.85-1047, 148.
- Hermawan, C. A. 2013. "E-Business dan E-Commerce". Yogyakarta: ANDI.
- Kansil, C. 1989. "Pengantar Ilmu Hukum dan Tata Hukum Indonesia". Jakarta: Balai Pustaka.
- Masnun, Muh. Ali, Prasetio, Dicky Eko, M. (2025). Reconstruction of the Normative Legal Research Paradigm in Responding to Global Challenges: An Epistemological Analysis. *Novum: Jurnal Hukum*, 12(3), 372–384. <https://doi.org/https://doi.org/10.2674/novum.v12i03.74364>
- Masnun, M. A., Prasetio, D. E., Ikram, D., & P, P. A. (2025). Legal Reform of Legal



- Profession Amidst the Development of Artificial Intelligence in Indonesia: The Perspective of Mesu Budi's Philosophy of Law. *Novum: Jurnal Hukum*, 12(2), 277–287. <https://doi.org/https://doi.org/10.2674/novum.v12i02.72355>
- Meilarati, M. d. 2017. “Aspek Hukum Penipuan Berbasis Internet”. Bandung: Keni Media.
- Meliala, A. 1993. “Praktik Bisnis Curang”. Jakarta: Pustaka Sinar Harapan.
- Muhammad, A. K. 1990. “Hukum Perdata Indonesia”. Bandung: Citra Aditya Bakti.
- Nasution, A. 2000. “Hukum Perlindungan Konsumen : Suatu Pengantar”. Jakarta: Daya Widya.
- Patrik, P. 1994. “Dasar-Dasar Hukum Perikatan (Perikatan yang Lahir dari Perjanjian dan dari Undang-Undang)”. Bandung: Mandar Maju.
- Prasetio, D. E. (2024). Politik Hukum Omnibus Law Terkait Cybercrime di Indonesia dalam Perspektif Hukum Progresif. *Indonesian Journal Of Law Studies*, 3(1), 27–41.
- Rahardjo, S. 2000. “Ilmu Hukum”. Bandung: PT Citra Aditya Bakti.
- Subekti. 1985. “Hukum Aneka Perjanjian”. Bandung: Alumni.
- Suparni, N. 2001. “Masalah Cyberspace Problematika Hukum dan Antisipasi Pengaturannya”. Jakarta: Fortun Mandiri Karya.