

## The Urgency of Consumer Protection in Electronic Transactions in Online Gaming: A Positive Law and *Maqāṣid al-Syarī'ah* Perspective

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### Abstract

The problems of electronic transactions in online games are becoming increasingly apparent in modern digital transactions. Consumers who make electronic balance purchases, especially through third parties, often experience losses without an effective legal protection mechanism. This condition creates legal uncertainty, injustice, and psychological risks for consumers. This study aims to analyze the urgency of consumer protection against the problems of electronic transactions in online games, both from the perspective of positive Indonesian law and in the *maqāṣid al-syarī'ah*. The research method used is normative juridical legal research with a statute approach and a conceptual approach. Sources of legal materials include primary legal materials such as Law No. 8 of 1999 concerning Consumer Protection and Law No. 1 of 2024 concerning Information and Electronic Transactions, as well as secondary legal materials in the form of literature, journals, and relevant articles. The results of the study indicate that current regulations are still not optimal in protecting digital consumers, especially in intangible and cross-border transactions. From the perspective of *maqāṣid al-syarī'ah*, the loss of electronic balance without clear accountability is a violation of the principles of property protection (*hifz al-mal*), protection of reason (*hifz al-aql*), and protection of life (*hifz al-nafs*). Therefore, regulatory reform is needed that can answer the challenges of the development of digital transactions and the application of the principles of *maqāṣid al-syarī'ah* to ensure justice, welfare, and stability for consumers.

**Keywords:** *Consumer Protection, Electronic Transaction, Maqāṣid al-Syarī'ah.*

### Abstrak

Problematika transaksi elektronik di *game online* menjadi semakin nyata dalam transaksi digital modern. Konsumen yang melakukan pembelian saldo elektronik, khususnya melalui pihak ketiga, kerap kali mengalami kerugian tanpa adanya mekanisme perlindungan hukum yang efektif. Kondisi ini menimbulkan ketidakpastian hukum, ketidakadilan, dan risiko psikologis

bagi konsumen. Penelitian ini bertujuan untuk menganalisis urgensi perlindungan konsumen terhadap problematika transaksi elektronik di *game online*, baik dalam perspektif hukum positif Indonesia maupun dalam *maqāṣid al-syarī'ah*. Metode penelitian yang digunakan adalah penelitian hukum yuridis normatif dengan pendekatan perundang-undangan dan pendekatan konseptual. Sumber bahan hukum meliputi bahan hukum primer seperti Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen dan Undang-Undang No. 1 Tahun 2024 tentang Informasi dan Transaksi Elektronik, serta bahan hukum sekunder berupa literatur, jurnal, dan artikel relevan. Hasil penelitian menunjukkan bahwa regulasi yang ada saat ini masih belum optimal dalam memberikan perlindungan kepada konsumen digital, terutama dalam transaksi barang tidak berwujud dan lintas negara. Dalam perspektif *maqāṣid al-syarī'ah*, kehilangan saldo elektronik tanpa kejelasan pertanggungjawaban merupakan pelanggaran terhadap prinsip perlindungan harta (*hifz al-mal*), perlindungan akal (*hifz al-aql*), dan perlindungan jiwa (*hifz al-nafs*). Maka diperlukan pembaharuan regulasi yang mampu menjawab tantangan perkembangan transaksi digital serta penerapan prinsip *maqashid syariah* untuk memastikan keadilan, kesejahteraan, dan stabilitas bagi konsumen.

**Kata kunci:** *Perlindungan Konsumen, Transaksi Elektronik, Maqashid Syariah.*

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## Introduction

The development of digital technology has created a new economic ecosystem, including in the entertainment and digital gaming sectors. One form of digital economy activity that is growing rapidly in the gaming sector is the purchase of game vouchers online. Purchasing online game vouchers is a necessity for online game players to get access to additional features or content, such as *skins* and items, especially in the Genshin

Impact game.<sup>1</sup> This game monetization system relies on digital transactions through the purchase of electronic balances or in-game currency known as *primogems*.

The purchase of game vouchers can be done in 3 (three) ways: First, through the developer or in the game directly; Second, through partners who have collaborated with *developers*; Third, through individuals.<sup>2</sup> The various services offered to do top-ups often result in cases such as technical errors or fraud that make the electronic balance in the *game* disappear after the completion of the transaction. A lack of transparency from the seller and game manager caused the loss of the balance. This causes losses to consumers (players) who have spent money in the hope of getting appropriate services. Still, the fact is that consumers have to pay compensation to the game manager for the amount of lost balance.

As is currently circulating on social media, a content creator with the initials AY suffered a loss after transferring a sum of money to buy Genshin Impact game vouchers. However, the electronic balance in the game suddenly decreases after the transaction is made.<sup>3</sup> A similar thing was experienced by D, where the place where transaction occurred through an e-commerce platform by stating that the store did not indicate fraud.<sup>4</sup> Looking at the case, legal protection must reach all parties who make transactions, including consumers who top up game vouchers.

The law functions as a tool to regulate, protect, and provide legal certainty for society.<sup>5</sup> The phenomenon of losing electronic balances after transactions has become a new problem because it creates legal uncertainty for consumers to enforce their rights as consumers. In the positive law, the protection of consumer rights is guaranteed in Law Number 8 of 1999 concerning Consumer Protection. Likewise, Law Number 1 of 2024

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<sup>1</sup> Muhammad Raihan, Marlia, dan Muhammad Ikhsan Harahap, "Analisis Mekanisme Jual Beli Mata Uang Dalam Game (In Game Currency) Ditinjau Dalam Perspektif Ekonomi Islam," *Jurnal Ekonomi & Ekonomi Syariah*, 2023, 388, <https://doi.org/10.36778/jesya.v6i1.968>.

<sup>2</sup> Josefid Keitharo, "Consumer Protection Against Buying and Selling Transactions of Mobile Legends Diamonds on Instagram Platform," *Journal of Law, Politic and Humanities* 4, no. 4 (20 Juni 2024): 900–907, <https://doi.org/10.38035/jlph.v4i4.428>.

<sup>3</sup> Andrey Yzetbegovict, "Bahaya, Jangan Asal Top Up Geshin Impact, Jumlah Primogems Kamu Tiba-Tiba Dikurangi Oleh Developer," diakses 11 november 2024., <https://jurnalsumsel.pikiran-rakyat.com/lifestyle/pr-741370895/primogems-tiba-tiba-dikurangi-oleh-developer?page=all>.

<sup>4</sup> Dinofirmansyah, "Penipuan Top Up Genshin Impact Ridzky Milove Siregar, RidzkyMS\_Shop, Dontridthezky," diakses pada 11 November 2024., <https://www.kaskus.co.id/thread/601c725ce7101b199024d34e/penipuan-top-up-genshin-impact-ridzky-milove-siregar-ridzkymsshop-dontridthezky>.

<sup>5</sup> Galih Orlando, "Efektivitas Hukum Dan Fungsi Hukum Di Indonesia," *Tarbiyah bil Qalam : Jurnal Pendidikan Agama dan Sains* 6, no. 1 (11 Desember 2022), <https://doi.org/10.58822/tbq.v6i1.77>.

concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions regulates digital transactions.

Although these regulations regulate guarantees for consumers, there are still consumers who do not get maximum protection for the losses they experience. The reason is that the objects being traded do not have a physical shape, and the game developers are outside Indonesia, causing legal settlements to be suboptimal.<sup>6</sup> Therefore, it is necessary to update existing regulations in order to maximize further legal protection for consumers in game electronic balance transactions.

In addition to positive law, it is also important to examine this research using *maqāṣid al-syarī'ah*. *Maqāṣid al-syarī'ah* is the goal, target, or final result in the form of the essential benefit with the establishment of laws on humans.<sup>7</sup> The principles in the *maqāṣid al-syarī'ah* aim to pay attention to and protect the public interest. There are five main and fundamental things whose interests must always be maintained and protected, namely: 1) protecting religion (*hifẓ al-din*), 2) protecting the soul (*hifẓ al-nafs*), 3) protecting reason (*hifẓ al-aql*), 4) protecting posterity (*hifẓ al-nasl*), and 5) protecting property (*hifẓ al-mal*).<sup>8</sup> *Maqāṣid al-syarī'ah* is here to assess the extent of consumer protection practices in this digital transaction in accordance with sharia principles.

The theme of this study was born from previous research that had similarities in researching legal protection for consumers who made *game voucher* transactions, as research conducted by Prabanarawata Arfanza discusses legal protection for consumers due to the nominal amount of *game vouchers* that do not in accordance with the nominal amount purchased. In this case, the seller committed fraud by filling in a smaller amount of voucher in order to get a big profit, and the game organizer (developer) did not know about the incident. The conclusion in this study states that legal protection for aggrieved consumers is still not met; it is proven that there are still many sellers who commit fraud.<sup>9</sup>

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<sup>6</sup> Alifia Fisilmi Kaffah dan Siti Malihkatun Badriyah, "Aspek Hukum Dalam Perlindungan Bisnis Era Digital Di Indonesia," *Lex Renaissance*, no. 1 (2024): 224, <https://doi.org/10.20885/JLR.vol9.iss1.art10>.

<sup>7</sup> Aldi Wijaya Dalimunthe, "Maqasid Syariah Dalam Pandangan Jamaluddin Athiyah Muhammad," *Jurnal Al-Nadhair* 3, no. 01 (28 Juni 2024): 23–36, <https://doi.org/10.61433/alnadhair.v3i01.45>.

<sup>8</sup> Milhan Milhan, "Maqashid Syari'ah Menurut Imam Syatibi dan Dasar Teori Pembentukannya," *Al-Ussrah : Jurnal Al Ahwal As Syakhshiyah* 9, no. 1 (31 Oktober 2021): 88, <https://doi.org/10.30821/al-ussrah.v9i2.12335>.

<sup>9</sup> Prabanarawata Arfanza dan Sylvana Murni Deborah Hutabarat, "Perlindungan Konsumen Atas Ketidaksesuaian Voucher Game Online Pada Itemku," *National Conference On Law Studies*, no. 1 (2023): 1103.

The previous research by Tasya Safiranita Ramli discusses legal protection for victims of fraudulent sales of online accounts and game currency. The case discussed by the researcher regarding the loss of victims due to online game accounts or currencies was not addressed after the payment was made.<sup>10</sup> The researcher concluded that the form of protection provided is still not fully regulated. The differences in cases seen in this study do not allude to the relationship with game managers and do not use the perspective of *maqāṣid al-syarī'ah*.

Then, research by Rifky Dayuchandra Pangestu and H.R. Adianto Mardijono discussed that victims of fraud in online games are able to claim compensation by reporting the fraud to the authorities and seeking protection through existing regulations.<sup>11</sup> The difference with this study is that there is no solution to the obstacles that can occur because the seller and game manager are not in the same region as the victim. The need to update existing laws can help victims get their rights as consumers.

With the rapid development of technology in the world of economy and entertainment, legal protection for consumers in the digital era is very important to pay attention to.<sup>12</sup> The existence of guaranteed legal protection can provide a sense of security and protection in making transactions, especially in voucher game transactions. The formulation of the problem in this study is: 1) how is the urgency of legal protection for consumers for the loss of electronic balances after the Genshin Impact game voucher transaction in a positive legal perspective; 2) how is the urgency of legal protection for consumers for the loss of electronic balance after the *Genshin Impact* game voucher transaction in the perspective of *maqāṣid al-syarī'ah*. This study aims to analyze the urgency of legal protection for consumers who experience the loss of electronic balances after making Genshin Impact game voucher transactions, both from a positive legal perspective and *maqāṣid al-syarī'ah*.

## Method

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<sup>10</sup> Tasya Safiranita Ramli dkk., "Aspek Hukum Platform E-Commerce Dalam Era Transformasi Digital," *Jurnal Studi Komunikasi dan Media* 24, no. 2 (25 Desember 2020): 119, <https://doi.org/10.31445/jskm.2020.3295>.

<sup>11</sup> Rifky Dayuchandra Pangestu dan H.R Adianto Mardijono, "Upaya Perlindungan Hukum Bagi Korban Penipuan Credit Point Call Of Duty Mobile," *Sosialita*, no. 1 (2023): 122.

<sup>12</sup> Maechel Andrean Moudianto Yuniur, dkk., "Perlindungan Hukum Terhadap Korban Penipuan Transaksi Penjualan Akun Dan Mata Uang Game Online," *Cermin: Jurnal Penelitian*, no. 2 (2021): 430, [https://doi.org/10.36841/cermin\\_unars.v5i2.4943](https://doi.org/10.36841/cermin_unars.v5i2.4943).

The research method in this study uses a type of normative juridical legal research that includes legal principles, legal systematics, legal history, and comparative law. The approach used uses a legislative approach (statute approach) and conceptual approaches conceptual approach.<sup>13</sup> The legal materials in this study consist of primary legal materials in the form of KUH Perdata, Law No. 8 of 1999 concerning Consumer Protection, and Law No. 11 of 2008 concerning amendments to Law No. 19 of 2016 concerning amendments to Law No. 1 of 2024 concerning Information and Electronic Transactions, secondary legal materials in the form of literature, journals, doctrines, and mass media relevant to the theme of legal protection for consumers who lose their balances electronic.

The approach in this study aims to answer the formulation of the problem by analyzing legislation and conceptual.<sup>14</sup> The statutory approach is used to review applicable legal provisions such as the Civil Code, the Consumer Protection Law, and the Electronic Information and Transaction Law. The conceptual approach provides a theoretical framework for interpreting legal norms and practices by outlining legal concepts such as consumer responsibility and protection.<sup>15</sup> The methods used are used to assist in the reform of regulations that have not explicitly regulated the problem of electronic transactions in online games.

## **Results and Discussion**

### **The Urgency of Consumer Protection Against Electronic Transaction Problems in Online Games in the Digital Era Positive Legal Perspective**

Top-up game vouchers are a transaction process by converting from real currency to digital assets in the platform Game, which can then be used to improve the experience of playing and progress in the game. The goal is to add a balance or virtual currency to the account Game player.<sup>16</sup> Transaction Top-up game vouchers, as in the game Genshin Impact, are part of the modern digital-based trading practices that are increasingly

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<sup>13</sup> Ahamad Rosidi, M Zainuddin, dan Ismi Arifiana, "Metode Dalam Penelitian Hukum Normatif Dan Sosiologis (Field Research)," *Journal Law and Government* 2, no. 1 (27 Februari 2024): 46, <https://doi.org/10.31764/jlag.v2i1.21606>.

<sup>14</sup> Agung Hidayat, "Critical Review Buku 'Penelitian Hukum' Peter Mahmud Marzuki Penelitian Hukum Ad Quemtentang Norma," *YUSTISIA MERDEKA : Jurnal Ilmiah Hukum* 7, no. 2 (9 Desember 2021): 117–25, <https://doi.org/10.33319/yume.v7i2.109>.

<sup>15</sup> Rangga Suganda, "Pendekatan Yuridis Dalam Memahami Sistem Penyelesaian Sengketa Ekonomi Syariah," *Jurnal Ilmiah Ekonomi Islam*, no. 3 (2022): 2862, <https://doi.org/10.29040/jiei.v8i3.6485>.

<sup>16</sup> Fairuza Haya dkk., "Perlindungan Konsumen Terhadap Pelanggaran Dalam Transaksi Top-UP Game Online" 22, no. 1 (2025), <https://ejurnal.esaunggul.ac.id/index.php/Formil/article/view/9012>.

widespread in society. The goods used as the object of trade in this transaction are intangible, such as Genesis Crystal, which can be converted into currency, Game that is *Primodem*.<sup>17</sup> Even though objects in digital transactions, such as electronic balances or game vouchers, are intangible, the existence of consumer rights still receives recognition and legal protection. Law Number 8 of 1999 concerning Consumer Protection functions as a relevant legal instrument to provide an umbrella of protection against all forms of losses experienced by consumers, including in electronic-based transactions. The Consumer Protection Law regulates the basic principle that consumers have the right to comfort, security, and safety in using goods and/or services, regardless of the physical or non-physical form of the object of the transaction.

Although they do not have a physical form like cash or conventional goods, electronic balances still have real economic value. In the context of the Genshin Impact game, electronic balances in the form of *primogems* are purchased with real money and can be used to gain profits or ease of play.<sup>18</sup> This value makes electronic balances function like money, and can even be traded by third parties. Without adequate legal protections, consumers are in a position to be at a disadvantage, because: 1) They do not have strong evidence of electronic balance loss; 2) There is no supervisory agency that specifically handles losses to digital goods; 3) There is no guarantee of return from the platform provider; 4) The organizers are not in the same region as the victims which makes it even more difficult to solve the case.

Many consumers (players), especially teenagers or ordinary players, do not know where to complain if they suffer losses. Although there are institutions such as BPSK (Consumer Dispute Resolution Agency), this service does not yet cover cross-platform and international digital transactions.<sup>19</sup> The absence of an effective dispute resolution mechanism in the case of electronic balance loss has led to many consumer losses never getting proper compensation. As a result, not a few cases only end up as complaints on

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<sup>17</sup> Putu Bagus Gandiwa Dhanandjaya, I Nyoman Putu Budiarta, dan Desak Gde Dwi Arini, "Penyalahgunaan Benda Virtual Dalam Permainan Game Online DI Indonesia" 3, no. 3 (2022): 571, <https://doi.org/10.22225/jkh.3.3.5349.569-575>.

<sup>18</sup> IB Gede Agustya Mahaputra, I Made Aditya Mantara Putra, dan A.A Ngr Mayun Narindra, "Urgensi Perlindungan Hukum Terhadap Konsumen Atas Jual Beli Virtual Asset Dengan Menggunakan Transaksi Real Money Trading," *Jurnal Interpretasi Hukum* 4, no. 3 (2023): 614, <https://doi.org/10.55637/juinhum.4.3.7774.608-618>.

<sup>19</sup> Adelia Fitriani Putri, Haerani Husany, dan Irmawati Ambo, "Fungsi Badan Penyelesaian Sengketa Konsumen dalam Transaksi Jual Beli Handphone Secara Online di Kota Palu," *Jurnal Kolaboratif Sains* 4, no. 6 (15 Juni 2021): 337–44, <https://doi.org/10.56338/jks.v4i6.1920>.

various social media platforms without adequate legal follow-up. This situation shows a real void of protection in digital transactions, where consumers often do not have a clear formal path to claim their rights. The lack of accessible, fast, and consumer-friendly mechanisms exacerbates injustices, encouraging consumers to seek public sympathy as the only means of resistance to the losses they experience.

The Consumer Protection Act defines a consumer as a person who uses goods and/or services for personal gain and not for trade. Buyers of game vouchers are legally included consumers who are entitled to protection, even if the purchased goods are not in physical form. Business actors who sell vouchers either through official platforms (developers), cooperation partners, and individuals who offer top-up services are included in the category of business actors who are required to fulfill the rights of consumers who make transactions as stipulated in Article 1, number 5 of the Consumer Protection Law. Article 4 of the Consumer Protection Law explains that the main rights owned by consumers are the right to comfort, security, and safety in using goods and/or services. The content of the article is a guarantee that the electronic balance purchased will be received according to the value paid.

The obligation of business actors to be responsible for the quality of goods and/or services marketed, as well as to provide a complaint or compensation mechanism in the event of a non-conformity of the promised product, is listed in Article 7 of the Consumer Protection Law and in the case experienced by the content creator with the initials AY who transferred a certain amount of money for the Genshin Impact game voucher top-up ended up experiencing a loss in the form of losing an electronic balance after the transaction was made. The loss has violated the provisions of Article 4 of the Consumer Protection Law because consumer rights in the form of convenience, clear information, and security are not fulfilled.

In addition to the Consumer Protection Law, there is also the Electronic Information and Transaction Law, which serves as a legal umbrella if consumers suffer losses due to lost balances. The Electronic Information and Transaction Law Number 1 of 2024 does not explicitly mention voucher top-ups. Still, various articles can be used as a basis for assessing the legality and consumer protection aspects of the transaction.<sup>20</sup>

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<sup>20</sup> Yanci Libria Fista, Aris Machmud, dan Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (29 Agustus 2023): 177–89, <https://doi.org/10.37893/jbh.v12i1.599>.

Article 1, paragraph 2 of the Electronic Information and Transaction Law defines electronic transactions as legal acts carried out using electronic media. This includes all voucher top-up activities carried out through game applications (developers), cooperation partners, or individuals.

The Electronic Information and Transaction Law also regulates the obligations of business actors in providing complete and correct information, as stated in Article 9. Information about the value of the voucher, the balance delivery mechanism, the validity period, and the refund policy must be explained in detail and not be misleading. Business actors who do not carry out this obligation can be considered negligent and create a risk of loss to consumers. And also in Article 10 of the Electronic Information and Transaction Law regulates the right to correct and cancel transactions for users.

In the event that business actors deliberately convey false information, promise balances, or items that are not delivered, or commit fraud in digital form, Article 28, paragraph 1, and Article 36 of the Electronic Information and Transaction Law can be used as a basis to demand legal liability. These articles affirm that any form of false information that harms consumers in electronic transactions is a criminal act that can be acted upon.

The urgency of legal protection for consumers in game voucher top-up transactions cannot be ignored. There are still many consumers who do not know where to complain if they experience losses, and many business actors have not provided a proper complaint mechanism or consumer service. This is where it is necessary to update existing regulations so that consumer protection in purchasing game vouchers can be affordable and maximum.<sup>21</sup>

Genshin Impact (*Mihoyo*) game developers can basically qualify as an electronic system operator because they provide a digital platform that facilitates gaming activities and electronic transactions within it. In the context of Indonesia's positive law, Mihoyo's position as an electronic system operator refers to the provisions of Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, as well as Government Regulation Number 71 of 2019 concerning Electronic System and Transaction Operators (PP PSTE). As a party that manages and provides digital systems

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<sup>21</sup> Yustina Dhian Novita dan Budi Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen di Era Bisnis Digital," *Jurnal Pembangunan Hukum Indonesia* 3, no. 1 (30 Januari 2021): 46–58, <https://doi.org/10.14710/jphi.v3i1.46-58>.

that are widely used by the public, *Mihoyo* is obliged to meet the standards for the implementation of electronic systems as stipulated in these laws and regulations, including in the aspects of security, service reliability, and protection of user data and transactions.

However, in practice, most cases of losing balance occur because users buy Genshin Impact game vouchers from individuals. This party offers much cheaper prices than official channels, so many consumers are interested in buying.<sup>22</sup> When a transaction fails or the electronic balance is lost, the user feels aggrieved but does not get clarity from the game manager. The game manager only sends a notification letter in the form of a notification that the consumer's game account has made a refund, but the consumer does not feel that he has done so.

Legally, game managers can argue that they do not have a legal relationship with the party, so they are contractually not liable because it is done outside of their system. However, this argument cannot be used to evade moral or legal responsibility completely, especially if the systems they develop do not adequately protect consumers from external risks.

In consumer protection, there is a principle of preventive responsibility inherent in digital business actors. These responsibilities arise not only from contracts, but from the existence of the systems they provide and the impact that can arise from their use.<sup>23</sup> Although game managers are not directly involved in such transactions, they still have a moral and social obligation to minimize the potential losses experienced by consumers.

This responsibility is strengthened by the principle of good faith as stated in Article 2 of the Consumer Protection Law.<sup>24</sup> Business actors, including game managers, are obliged to run their business in good faith, including in designing systems that not only make it easier for users, but also protect them from external threats, such as providing

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<sup>22</sup> Matthew Arnold Nicholas Lumenta, Marthen Y. Tampanguma, dan Presly Prayogo, "Tanggung Jawab Perusahaan Tencent Games Sebagai Penyelenggara Sistem Elektronik Dalam Perlindungan Data Pribadi Pengguna Aplikasi Player Unknown's Battle Grounds Mobile Di Indonesia," *Lex Privatum*, no. 9 (2021): 6, <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/36562>.

<sup>23</sup> Luitier Lubalu, Anak Agung Sagung Laksmi Dewi, dan Ni Made Puspasutari Ujjanti, "Perlindungan Konsumen terhadap Pembelian Item Digital dalam Aplikasi Game Online di Indonesia," *Jurnal Konstruksi Hukum* 3, no. 1 (24 Januari 2022): 212–16, <https://doi.org/10.22225/jkh.3.1.4464.212-216>.

<sup>24</sup> Didik Kusuma Yadi, Muhammad Sood, dan Dwi Martini, "Perlindungan Hukum Bagi Para Pihak Dalam Transaksi E-Commerce Menurut Tata Hukum Indonesia," *Commerce Law* 2, no. 1 (28 Juni 2022), <https://doi.org/10.29303/commercelaw.v2i1.1368>.

transparent and easily accessible information about official sellers, explicit and repeated warnings about the prohibition of buying from outside parties, user reporting systems against accounts or activities of unofficial sellers, and security technology so that the system is not young to be manipulated by external parties.

It is important to understand that in digital transactions, legal relationships are not always direct. Article 15 of the Electronic Information and Transaction Law states that electronic system operators are obliged to operate the system reliably and responsibly. This implies the obligation of game managers to mitigate the risks of digital technology. Even though the manager does not know the third party, their responsibility still exists because the system they manage is used as a means of causing losses.<sup>25</sup>

Generally, game managers use a disclaimer clause in their terms of service,<sup>26</sup> such as stating that all transactions made on official channels are at the user's risk. In principle, this clause is valid in contract law. However, in consumer protection law, not all legal clauses can be applied absolutely. According to Article 18 of the Consumer Protection Law, it is stated that a standard clause that states that business actors are not responsible for damage or loss to consumers is considered invalid if it is contrary to the principles of consumer protection. Thus, even if game managers do not directly approve third-party transactions, they should still not completely avoid responsibility, especially if there are no systematic preventive efforts.<sup>27</sup>

The responsibility of the game managers in case of losing a balance due to individual transactions cannot be ignored. Even though they are not directly involved contractually, legally, and morally, they still have systematic and preventive responsibilities. In the context of the Consumer Protection Act and the Electronic Information and Transaction Act, game managers are obliged to provide a secure, transparent, and educational system. Digital consumer protection is part of the legal transformation that can no longer be avoided in the industrial era 4.0.<sup>28</sup>

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<sup>25</sup> Adella Kamala Sari dan Sri Haryati, "Akun Game Online Genshin Impact: Hak Kebendaan dan Legalitas sebagai Objek Jual Beli dalam Perspektif Hukum Positif Indonesia," *Padjadjaran Law Review* 11, no. 1 (1 Juli 2023): 40–52, <https://doi.org/10.56895/plr.v1i1.1259>.

<sup>26</sup> Sari dan Haryati, 47.

<sup>27</sup> Widya Fitri Adilia, "Persyaratan E-Commerce Merugikan Konsumen Pada Transaksaksi Barang Elektronik DI Marletplace," *Lex Prospicit*, no. 1 (2023): 78, <https://doi.org/10.19166/lp.v1i1.6680>.

<sup>28</sup> Trivena Gabriela Miracle Tumbel, Emma V. T. Senewe, dan Donna O. Setiabudhi, "Perlindungan Konsumen Jual Beli Online Dalam Era Digital 4.0," *Lex Et Societatis*, no. 3 (2020): 98, <https://doi.org/10.35796/les.v8i3.29507>.

### **The Urgency of Consumer Protection Against Electronic Transaction Problems in Online Games in the Digital Era Perspective of *Maqāṣid al-Syarī'ah***

*Maqāṣid al-syarī'ah* has five basic interests that must be maintained, one of which is the protection of property (*Hifẓ al-Mal*). *Maqāṣid al-syarī'ah* is relevant to maintaining balance in the world of the digital economy. In the context of transactions involving Genshin Impact game vouchers, the electronic balance spent by the consumer is part of the property that must be protected. The loss of electronic balances after a transaction, in the absence of clear legal protection, reflects a violation of the principle of protection of assets (*Hifẓ al-Mal*). When consumer property rights are lost without clarity of accountability, it leads to injustice and violates the main purpose of Sharia in maintaining benefits. The application of legal protection in accordance with Sharia principles is very important as a means to protect consumers so that they can get their rights as consumers, as well as to uphold Sharia principles in upholding justice.

In addition to the protection of property (*hifẓ al-mal*), the loss of electronic balance after top-up of game vouchers is also closely related to the protection of the mind (*hifẓ al-aql*) and soul (*hifẓ al-nafs*).<sup>29</sup> From the perspective of Islam, the intellect and soul are valuable gifts from Allah SWT that must be maintained, nurtured, and utilized as well as possible. Common sense allows individuals to think logically, make wise decisions, and distinguish between right and wrong.

Meanwhile, a calm and awake soul supports a person to live a life with full awareness, maintain emotional balance, and contribute positively to society. When consumers experience the loss of electronic balances due to weak legal protections, the impact is not only limited to material losses, but also has the potential to disrupt the stability of reason through the emergence of stress, frustration, and deep disappointment. In the long run, such psychological stress can have an impact on mental health, which, if left untreated, can lead to more serious emotional disorders. *Maqāṣid al-syarī'ah* has an important role to ensure that the protection of property is always accompanied by the protection of the intellect and soul, so that the rights of consumers are comprehensively

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<sup>29</sup> Lina Nur Anisa, "Judi Online Dalam Perspektif Maqashid Syariah," *Journal Of Islamic Business Management Studies*, no. 1 (2024): 13, <https://doi.org/10.51875/jibms.v5i1.284>.

protected in accordance with the main purpose of Sharia in realizing justice and the benefit of humanity.

Losing electronic balances after a top-up without adequate legal protection can potentially cause stress, severe disappointment, and encourage irrational decision-making. Then, psychological distress (severe stress) due to this loss can develop into a threat to physical health or life safety. The application of legal protection in line with the principles of *maqāṣid al-syarī'ah* is very crucial. This principle demands that consumer rights be protected fairly and proportionately, not only in the aspect of property ownership, but also in maintaining mental health and life safety. Thus, legal protection serves not only to restore justice in transactions, but also to ensure the creation of the public interest as mandated in the main purpose of Islamic law.

Legal protection is an urgent need in this situation. With clear regulations, consumers can obtain legal guarantees for their economic rights. This legal protection includes a compensation mechanism, supervisory supervision of the organizer, and clarity of responsibility for losses that occur. From the perspective of *maqāṣid al-syarī'ah*, the absence of legal protection of property means allowing damage (*façade*) to occur in society.<sup>30</sup>

*Maqāṣid al-syarī'ah* is relevant to maintaining balance in the world of the digital economy. Islam teaches that property is a trust that must be properly maintained and should not be damaged or taken illegally. Property lost due to mismanagement or crime without recovery will weaken the sense of justice and trust in the digital economic system. The legal protection of electronic balances in online game top-ups is a tangible manifestation of the implementation of *hifdz al-mal*. Ensure that consumer rights are maintained and economic activities take place in accordance with Sharia.

In *mu'āmalah* transactions, one of the important principles that must be emphasized is the prohibition of *gharar*.<sup>31</sup> *Gharar* is uncertainty that can harm one party. *Gharar* in a transaction can cause losses, dissatisfaction, and ambiguity in the rights and

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<sup>30</sup> Muhammad Irwan, "Kebutuhan dan Pengelolaan Harta Dalam Maqashid Syariah," *Elastisitas - Jurnal Ekonomi Pembangunan* 3, no. 2 (16 September 2021): 160–74, <https://doi.org/10.29303/e-jep.v3i2.47>.

<sup>31</sup> Nurhajjah Zulfa dkk., "Konsep Maqashid Syariah dalam Praktik Strategi Pemasaran Tiktok dengan Landasan Etika Bisnis Islam," *Journal of Accounting, Management, Economics, and Business (ANALYSIS)* 2, no. 1 (31 Januari 2024): 69–85, <https://doi.org/10.56855/analysis.v2i1.928>.

obligations between the parties to the transaction.<sup>32</sup> The principle of prohibition of *gharar* emphasizes the importance of transparency and transparency in every transaction. Each party involved in the voucher top-up transaction must have a clear understanding of the object being traded, the price, and the rights and obligations of each party. The prohibition of the practice of *gharar* is essential in maintaining fairness and balance in digital transactions, as well as ensuring that the rights of each party are maintained. In a transaction that is free from the practice of *gharar*, the parties know exactly what is obtained, paid, and the risks that exist in the transaction.

This principle aims to avoid any form of uncertainty that can harm one of the parties in the transaction. Losing balance after top-up game vouchers shows that there is an element of *gharar* in the transaction. Consumers have no certainty whether the missing balance is really the consumer's fault or a system error. This uncertainty causes obvious disadvantages for consumers. The urgency of legal protection is not just an option, but a must in maintaining the benefits of digital transactions.

Eliminating *gharar* is part of efforts to uphold justice in social and economic interactions. The seller must explain all the information about the product offered to avoid *gharar*.<sup>33</sup> Legal protection is necessary to ensure that every transaction has high standards of transparency and accountability. Legal protection is not only to resolve disputes after losses, but also to prevent *gharar* from happening in the first place. Clear regulations will force game organizers to provide information, guarantees, and recovery mechanisms to consumers. This urgency is even stronger when considering the development of digital transactions becoming more complex. Without protection against the elements of *gharar*, digital transactions can become a new place of injustice that is contrary to the principles of *maqāṣid al-syarī'ah* in building justice.

Islam teaches that the validity of the contract depends on the existence of clarity (*bayān*), willingness (*riḍā*), and justice (*'adl*) between the parties who make the contract. A contract that is defective in these elements is considered null or void because it has the potential to harm one of the parties. Game voucher transactions that cause loss of balance without guaranteed protection indicate a defect in the execution of the contract.

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<sup>32</sup> Anisa, "Judi Online Dalam Perspektif Maqashid Syariah."

<sup>33</sup> Angga Syahputra dan Yoesrizal M Yoesoef, "Praktek Gharar Pada Endorsement Produk Di Media Sosial Instagram," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 5, no. 2 (7 Desember 2020): 117, <https://doi.org/10.24235/jm.v5i2.7399>.

Consumers do not get what they are entitled to, while there is no strict accountability mechanism to protect them.

Legal protection serves to ensure that all elements of the validity of the contract are maintained in every digital transaction. These protection mechanisms include the provision of adequate information, transparency in rights and obligations, and the procedure for restitution or compensation as a right to recover the consumer's circumstances.<sup>34</sup> With protection, every contract made between consumers and game organizers will meet the principles of *riḍā*, *'adl*, and *bayān* so that it is legal according to Sharia. *Maqāṣid al-syarī'ah* demands that all forms of *mu'āmalah* are not only legally valid, but also fair in substance. The urgency of legal protection in *game voucher transactions* is part of efforts to maintain the purity of the principles of the contract in Islam.

Legal protection against consumers in *Genshin Impact game voucher top-up* transactions not only has an impact on individuals, but also on society as a whole. In *maqāṣid al-syarī'ah*, safeguarding the public interest (*maṣlaḥah' āmmah*) is an important principle that must be considered in every policy.<sup>35</sup> If the loss of the balance after the transaction is left without adequate legal protection, it will have the potential to reduce the level of public trust in digital payment transactions that are growing. Ambiguity regarding consumer rights and dispute resolution mechanisms will create adverse uncertainty, both for consumers and game managers. People have become reluctant to participate in digital transactions, which causes the growth of the digital economy to be slow.

The inequality that arises from the absence of legal protection can create dysfunction in socio-economic interactions, where the inequality between game managers and sellers, and consumers is widening. Without clear regulations, digital transaction practices that are not transparent or detrimental to consumers can develop and create injustices that have the potential to damage the digital economic order. Effective legal protection is needed to create a healthy and stable ecosystem, as well as support the

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<sup>34</sup> Zainal Fanani, "Perlindungan Hukum Terhadap Hak Konsumen E-Commerce Dalam Perspektif Hukum Islam," *At-Tahdzib: Jurnal Studi Islam dan Mu'āmalah* 8, no. 2 (2020): 151, <https://ejournal.staiat-tahdzib.ac.id/index.php/tahdzib/article/view/114>.

<sup>35</sup> Maimun Maimun dan Siti Nurjanah, "Maqāṣid Al-Syarī'ah:Teori Dan Aplikasi Dalam Istimbath Hukum Islam," *Istinbath: Jurnal Hukum* 17, no. 2 (2020): 287, <https://doi.org/10.32332/istinbath.v17i2.3453>.

sustainable growth of the digital economy and rebuild public trust in the digital payment system.

With clear legal protection, consumers can feel safe and protected in every digital transaction activity, including purchasing Genshin Impact game vouchers. Consumer protection not only serves to protect individual rights but also plays an important role in maintaining market integrity from fraudulent, manipulative, and exploitative practices that can damage the overall economic order. In Islam, every business activity must be carried out based on the principles of honesty, justice, and responsibility. Islamic business ethics emphasizes the importance of ensuring that no party is harmed and that all transactions proceed with full trust. Legal protection for consumers is very important to build a healthy digital transaction ecosystem that is in accordance with Sharia values.

The loss of electronic balances after top-up game vouchers without a fair settlement is a clear reflection of the weak application of the principles of business ethics that should be the foundation of every digital economy activity. The absence of responsibility from game sellers and managers not only lowers consumer trust but also opens up wide opportunities for fraudulent practices that are clearly contrary to Sharia principles that require transparency in every contract or transaction.<sup>36</sup> Legal protection is here to foster an ethical business culture by providing standard treatment of consumers. If the law stipulates that consumer rights must be protected, then business actors will be encouraged to improve their transaction mechanisms.

The application of sharia business ethics not only plays a role in creating fairness in transactions but also has an impact on the reputation of business actors.<sup>37</sup> Game managers who consistently adhere to ethical standards and Sharia principles will tend to gain greater trust from consumers, thus being able to build long-term loyalty.<sup>38</sup> This indicates that legal protection for consumers not only brings justice but also benefits business actors. Building a legal protection system in *game* voucher transactions is an

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<sup>36</sup> Hany Bengu, Selus P Kelin, dan Ryan P Hadjon, "Penerapan Etika Bisnis Dalam Kegiatan UMKM Di Era Digital," *Timor Cerdas*, no. 1 (2024): 4, [https://ojs.cbn.ac.id/index.php/timor\\_cerdas/article/view/1243](https://ojs.cbn.ac.id/index.php/timor_cerdas/article/view/1243).

<sup>37</sup> Peni Sarijuddin M and Muhammad Ruslan Abdullah, "Digital Business of Higgs Domino Island Entertainment Application in the Perspective of Islamic Business Ethics," *Asy Syar'iyah: Journal of Sharia Science and Islamic Banking* 8, no. 1 (November 23, 2023): 19–33, <https://doi.org/10.32923/asy.v8i1.3283>.

<sup>38</sup> Peni Sarijuddin M dan Muhammad Ruslan Abdullah, "Bisnis Digital Aplikasi Hiburan Higgs Domino Island Dalam Perspektif Etika Bisnis Islam," *Asy Syar'iyah: Jurnal Ilmu Syari'ah Dan Perbankan Islam* 8, no. 1 (23 November 2023): 19–33, <https://doi.org/10.32923/asy.v8i1.3283>.

integral part of supporting the birth of ethical, fair, and responsible business practices according to the guidance of *maqāṣid al-syarī'ah*.

## Conclusion

The urgency of consumer protection against the problem of electronic transactions in online games in the form of game voucher top-ups is very necessary to deal with the very rapid technological developments. From a positive legal perspective, although there have been legal protections such as the Consumer Protection Law and the Electronic Information and Transaction Law, the implementation of cross-border and intangible goods-based digital transactions is still weak. Legal protection for consumers in these transactions should be clarified, including expanding the scope of regulations and strengthening dispute resolution mechanisms.

From the perspective of *maqāṣid al-syarī'ah*, the loss of electronic balances reflects a violation of the principle of property protection (*Hifẓ al-Mal*), sense (*Hifẓ al-aql*), and the soul (*Hifẓ al-nafs*). Material losses and psychological distress due to the loss of balance without adequate protection are contrary to the main purpose of Sharia in safeguarding human welfare. Thus, it is necessary to update regulations so that consumers have legal protection to solve the problems they have experienced clearly. For academics, they can continue comprehensive research using empirical methods in order to find out directly the effectiveness of existing regulations.

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