

The Urgency of Consumer Protection in Electronic Transactions in Online Gaming: Positive Law and Islamic Law Perspectives

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Abstract

Electronic transactions in online games have been an issue in modern digital transactions. Consumers who purchase electronic balances, especially through third parties, often experience losses, while an effective legal protection mechanism is absent. This condition therefore creates legal uncertainty, injustice, and psychological risks for consumers. This study analyzes the urgency of consumer protection against problematic electronic transactions in online games, from both the perspective of positive law and that of the *maqāṣid al-syarī'ah*. This study is categorized as normative juridical legal research, employing statutory and conceptual approaches. Primary legal materials were sourced from Law No. 8 of 1999 concerning Consumer Protection and Law No. 1 of 2024 concerning Electronic Information and Transactions, while secondary legal materials comprised literature, journals, and relevant articles. The results indicate that current regulations remain suboptimal in protecting digital consumers, particularly for 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 to address the challenges of digital transaction development and the application of the principles of *maqāṣid al-syarī'ah* is required 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 advancement of digital technology has contributed to the development of a new economic ecosystem in the entertainment and digital gaming sectors. The purchase of online game vouchers is a rapidly growing trend in the digital economy. Purchasing online game vouchers is necessary for players to access additional features or content, such as *skins* and items, as in Genshin Impact.¹ The monetization system of this game relies on digital transactions through the purchase of electronic balances or in-game currency known as *primogems*.

Game vouchers can be purchased in three ways: from the developer, directly in the game, from partners who have collaborated with developers, or from individuals.² The various top-up services often result in technical errors or fraud, leading to a loss of electronic balance in the game after the transaction is completed. A lack of transparency

¹ Muhammad Raihan, Marliah, 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>.

² Josefidi 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>.

from the seller and game manager often causes this loss, disadvantaging consumers (players) who have spent money in the hope of getting appropriate services. However, consumers still have to pay compensation to the game manager for the amount of lost balance.

As is currently circulating on social media, AY, a content creator, suffered a loss after transferring money for Genshin Impact game vouchers. However, the electronic balance in the game suddenly decreased after the transaction.³ Similarly, D also had to accept the loss after purchasing a top-up on an e-commerce platform, even though the store stated that no fraud had occurred.⁴ This loss calls for legal protection for all parties involved in transactions, including consumers who have topped up game vouchers.

The law serves as an instrument to regulate, protect, and provide legal certainty for society.⁵ The phenomenon of electronic balances being lost after transactions is a new problem; it creates legal uncertainty for consumers when enforcing their rights. In the positive law, consumer rights are protected under Law Number 8 of 1999 concerning Consumer Protection, and Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions regulates digital transactions.

Although these laws provide consumers with guarantees, many are left with no maximum protection for losses incurred. The reason is simple: the traded objects lack a physical presence, and the game developers are based outside Indonesia, leading to suboptimal legal settlements.⁶ Therefore, updating existing regulations is paramount to maximize the legal protection for consumers in game electronic balance transactions.

Additionally, it is also crucial to examine this research from the perspective of *maqāṣid al-syarī'ah*. This perspective holds that the goal, target, or final result is the

³ 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>.

⁴ 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>.

⁵ 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>.

⁶ 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>.

essential benefit of establishing laws governing humans.⁷ The *maqāṣid al-syarī'ah* aims to protect public interest. The following are five fundamental elements in Shariah principle to be maintained and protected: 1) religion (*hifẓ al-din*), 2) the soul (*hifẓ al-nafs*), 3) reason (*hifẓ al-aql*), 4) posterity (*hifẓ al-nasl*), and 5) property (*hifẓ al-mal*).⁸ *Maqāṣid al-syarī'ah*, in this context, assesses the extent to which consumers are protected in accordance with Sharia principles in this digital transaction.

This study departed from previous research investigating similar issues of legal protection for consumers involved in game voucher transactions. For instance, research by Prabanarawata Arfanza examines legal protection for consumers who received game vouchers whose values did not match the amounts purchased. In this case, the seller committed fraud to gain more profit, without the knowledge of the game organizer (developer). Arfanza concluded that legal protection for aggrieved consumers is not being met, as many sellers continue to commit such fraud.⁹

Furthermore, another study by Tasya Safiranita Ramli examines legal protection for victims of fraudulent sales of online accounts and game currency, particularly the losses they incurred, issues related to online game accounts, and currencies they never received after payment.¹⁰ Ramli concluded that the protection in this context is not comprehensively regulated. The differences in cases seen in this study do not allude to the connection 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 discusses that victims of fraud in online games can claim compensation by reporting the fraud to the authorities and seeking protection through existing regulations.¹¹ However, their study does not address the obstacles that may arise because the seller and game

⁷ 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>.

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

⁹ 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.

¹⁰ 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>.

¹¹ 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.

manager are not in the same region as the victim. Therefore, updating existing laws can help victims exercise their consumer rights.

Amid rapid technological development across the economy and entertainment, consumer legal protection in the digital era warrants attention.¹² The existence of guaranteed legal protection can provide a sense of security when making transactions, particularly in voucher game transactions. Departing from the above issue, this research, therefore, aims to investigate the following problems: 1) how critical is the urgency of legal protection for consumers regarding the loss of electronic balances after the *Genshin Impact* game voucher transaction from a positive legal perspective? 2) How critical is the urgency of legal protection for consumers regarding the loss of electronic balance after the *Genshin Impact* game voucher transaction from the perspective of *maqāṣid al-syarī'ah*?

Methods

This study is normative juridical legal research, employing legal principles, legal systematics, legal history, and comparative law. The approaches used were statutory and conceptual.¹³ The legal materials consisted of both primary and secondary sources. The primary legal materials comprised the Civil Code, 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 Electronic Information and Transactions. Furthermore, the secondary legal materials were sourced from literature, journals, doctrines, and mass media on matters relevant to the research topic.

Legislation and conceptual analyses were performed to address the problems studied.¹⁴ The statutory approach was used to review applicable legal provisions such as the Civil Code, the Consumer Protection Law, and the Electronic Information and Transactions Law, while the conceptual approach provides a theoretical framework for interpreting legal norms and practices by outlining legal concepts such as consumer

¹² 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.

¹³ 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>.

¹⁴ 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>.

responsibility and protection.¹⁵ These methods are intended to contribute to reforming regulations that have not explicitly set out the problems concerned.

Results and Discussion

The Urgency of Consumer Protection against Electronic Transaction Problems in Online Games in the Digital Era from the Perspective of Positive Law

Top-up game vouchers involve a transaction process in which real currency is converted into digital assets through a game platform. These top-up vouchers improve the gaming experience and help players progress in the game. The voucher purchase adds a balance or virtual currency to the player's game account.¹⁶ Transaction Top-up game vouchers, as in Genshin Impact, are part of the modern digital-based trading popular in society. Genesis crystals, for instance, are intangible tools used to trade in the game. Such trading tools, however, can be converted into currency called *Primogems*.¹⁷ Despite them being intangible, consumer rights, in this case, game players' rights, still receive recognition and legal protection. Law Number 8 of 1999 concerning Consumer Protection provides legal protection against all forms of loss suffered by consumers involved in electronic transactions. The Consumer Protection Law stipulates that consumers have the right to comfort, security, and safety in using goods and/or services, regardless of whether the goods or services are physical or intangible.

Despite being non-physical, unlike cash or conventional goods, electronic balances carry real economic value. In Genshin Impact, primogems—electronic currency—are purchased with real money and can be used to earn in-game profits.¹⁸ This value that electronic balances carry is equal to the monetary value, which third parties can trade. However, without adequate legal protections, consumers may be positioned as aggrieved parties because 1) they cannot present substantial evidence in case of electronic

¹⁵ 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>.

¹⁶ 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>.

¹⁷ 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>.

¹⁸ 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>.

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 do not reside in the same region as the victims, creating obstacles to problem-solving.

In many cases, aggrieved gamers, particularly teenagers or novice players, have no idea where to file a complaint about the losses they incur. Consumer Dispute Resolution Agency (BPSK) does not yet cover cross-platform and international digital transactions.¹⁹ Additionally, the lack of an effective dispute-resolution mechanism for electronic balance losses has led many consumers to never receive proper compensation. As a result, outcries over the cases posted on social media platforms are left without adequate legal follow-up. This situation shows a lack of protection in digital transactions, where consumers often lack a clear, formal path to claim their rights. The lack of accessible, fast, and consumer-friendly mechanisms exacerbates injustices, forcing consumers to seek public sympathy as the only means of resistance to the losses they experience.

The Consumer Protection Law defines a consumer as a person who uses goods and/or services for personal gain, not for trade. Buyers of game vouchers are legally considered consumers entitled to protection, even though the goods they purchase are intangible. In contrast, business actors who sell vouchers through official platforms (developers), cooperation partners, or other individuals offering top-up services must fulfill the rights of consumers concerned, as provided in Article 1, Number 5, of the Consumer Protection Law. Article 4 of the Consumer Protection Law states that consumers' main rights include the right to comfort, security, and safety in the use of goods and/or services. This article guarantees that the electronic balance purchased corresponds to the value paid.

Business actors are responsible for the quality of the goods and/or services they market, and for properly addressing complaints or providing compensation in the event of a product non-conformity. This matter is stipulated under Article 7 of the Consumer Protection Law. Furthermore, the balance loss, as AY has experienced above, indicates a violation of the provisions of Article 4 of the Consumer Protection Law due to the failure

¹⁹ 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>.

to provide convenience, clear information, and security, as guaranteed by the consumer's rights.

In addition to the Consumer Protection Law, the Electronic Information and Transactions Law serves as a legal umbrella in case of balance loss that consumers experience. The Electronic Information and Transactions Law Number 1 of 2024 does not address voucher top-ups. However, some statutory articles can serve as references for assessing the legality and consumer protection aspects of the transaction in this context.²⁰ Article 1, paragraph 2, of the Electronic Information and Transactions Law defines electronic transactions as legal acts performed using electronic media. This includes all voucher top-up activities across all game applications, which may involve game developers, cooperation partners, or individuals.

This law, specifically under Article 9, also regulates the obligations of business actors in providing comprehensive and accurate information. Information regarding the voucher value, the delivery mechanism for the balance, the validity period, and the refund policy must be presented in the clearest possible way and not be misleading. As a consequence, business actors who fail to comply with these rules are deemed negligent, as such conduct may put customers at risk of financial loss. Furthermore, Article 10 of the Electronic Information and Transactions Law grants users the right to rectify and cancel transactions.

If business actors deliberately convey false information, promise balances or items that buyers never receive, or commit fraud in digital form, Article 28, paragraph 1, and Article 36 of the Electronic Information and Transactions Law can be used as a basis for proposing legal liability. These articles affirm that any false information that harms consumers in electronic transactions is a criminal act that may result in legal consequences.

The urgency of legal protection for consumers who experience financial loss in game voucher top-up transactions requires prompt action. Many are clueless about where to complain after the losses, while concerned business actors have not provided a proper

²⁰ 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>.

complaint mechanism or consumer service. This indicates that updating existing regulations is crucial to ensuring the maximum protection for affected consumers.²¹

Genshin Impact (*Mihoyo*) game developers, in general, qualify as electronic system operators because they provide a digital platform that facilitates gaming activities and electronic transactions. From the perspective of Indonesian positive law, Mihoyo's position as an electronic system operator is defined by 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 widely used digital systems, *Mihoyo* is obliged to meet the standards for implementing electronic systems as stipulated in these laws and regulations, including in the areas of security, service reliability, and protection of user data and transactions.

However, in most cases, balance loss occurs after purchasing a game voucher from a non-official party, which offers much cheaper prices than official channels.²² When a transaction fails or the purchased electronic balance disappears, users often feel the game manager has no solution to offer. The game manager usually sends a notification stating that the consumer's game account has issued a refund, but the aggrieved consumers never receive it.

Legally, game managers can argue that they have no bearing on the issue and are not liable for this case, as it occurs outside their system. However, this argument cannot be used to completely evade moral or legal responsibility, particularly when the systems they develop do not adequately protect consumers from external risks.

The principle of preventive responsibility, as part of consumer protection, is inherent in digital business actors. These responsibilities arise not only from contracts but also from the systems they provide and the impacts that can result from their use.²³

²¹ 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>.

²² Matthew Arnold Nicholas Lumenta, Marthen Y. Tampanguma, dan Presly Prayogo, "Tanggung Jawab Perusahaan Tecent 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>.

²³ 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>.

Although game managers are not directly involved in such transactions, they have a moral and social obligation to mitigate potential losses to consumers.

This responsibility is strengthened by the principle of good faith, as set out in Article 2 of the Consumer Protection Law.²⁴ 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 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, all to ensure a robust system free from potential manipulation by external parties.

It is essential to understand that in digital transactions, legal relationships are not always direct. Article 15 of the Electronic Information and Transactions Law requires electronic system operators to operate their systems reliably and responsibly. This suggests that game managers are responsible for mitigating the risks arising from digital technology. Although game managers do not acknowledge third-party manipulation, they remain accountable for the risks arising from the systems they manage, which are prone to misuse and cause financial losses.²⁵

Generally, game managers include a disclaimer clause in their terms of service,²⁶ 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 in an absolute sense. Article 18 of the Consumer Protection Law confirms that a standard clause stating that business actors are not responsible for damage or loss to consumers is invalid if it is contrary to the principles of consumer protection. It suggests that although game managers are not directly involved in transactions with the third party, they should not completely evade responsibility, given that no systematic preventive measures are in place.²⁷

²⁴ 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>.

²⁵ 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.v11i1.1259>.

²⁶ Sari dan Haryati, 47.

²⁷ 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>.

In this context, the responsibility held by game managers remains, particularly in terms of systematic and preventive responsibilities despite their indirect contract, legal, and moral involvement. In the context of the Consumer Protection Law and the Electronic Information and Transactions Law, game managers are required to provide a secure and transparent system that educates users. Furthermore, digital consumer protection is part of the legal transformation inevitable in the industrial era 4.0.²⁸

The Urgency of Consumer Protection against Electronic Transaction-Related Issues in Online Games in the Digital Era from the Perspective of *Maqāṣid al-Syarī'ah*

Maqāṣid al-syarī'ah has five basic principles to be maintained, one of which is the protection of property (*Hifẓ al-Mal*). *Maqāṣid al-syarī'ah* is relevant to maintaining balance in the digital economy. In the context of Genshin Impact game voucher transactions, the electronic balance spent by the consumer is the property that must be protected. The loss of electronic balances after a transaction, in the absence of clear legal protection, therefore, reflects a violation of the principle of asset protection (*Hifẓ al-Mal*). When consumer property rights are lost without reliable accountability, it violates both the principle of justice and the primary purpose of Sharia, which is to maintain benefits. Legal protection grounded in Sharia principles is essential for protecting consumers, ensuring they are entitled to their consumer rights, and upholding Sharia principles and 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 linked to the protection of the mind (*hifẓ al-aql*) and soul (*hifẓ al-nafs*).²⁹ From an Islamic perspective, the intellect and soul are valuable gifts from Allah SWT that must be maintained, nurtured, and utilized. Common sense allows individuals to think logically, make wise decisions, and distinguish between right and wrong.

Meanwhile, a calm and rational soul is the quality that enables every person to achieve full awareness, maintain emotional balance, and contribute positively to society. When consumers face financial losses due to suboptimal legal protections, the impact is often greater than they thought. The victims, after knowing their electronic balance is

²⁸ 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>.

²⁹ 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>.

gone, are often frustrated. This condition often disturbs their mental state. When left untreated, such a psychological impact may cause long-term mental health issues. *Maqāṣid al-syarī'ah* is vital to ensuring that the protection of property is always accompanied by the protection of the intellect and soul, so that the rights of consumers are comprehensively protected in accordance with the main purpose of Sharia and justice for all humanity.

Losing electronic balances after a top-up without adequate legal protection can potentially cause distress and severe disappointment and trigger irrational decision-making. Such psychological distress due to this loss can even threaten physical health or the life of the affected individuals. This concern calls for the prompt application of legal protection in accordance with the principle of *maqāṣid al-syarī'ah*. With this principle, consumer rights must be protected fairly and proportionately, not only in 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 public interest, as mandated by the main purpose of Islamic law.

Legal protection is urgent in this situation. With clear regulations, consumers' economic rights can be guaranteed. This legal protection should include a compensation mechanism, supervisory measures by the organizer, and clarity about responsibility for the losses caused. From the perspective of *maqāṣid al-syarī'ah*, the absence of legal protection of property is equal to allowing harm (*faḥade*) to occur in society.³⁰

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

³⁰ 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>.

In *mu'āmalah* transactions, the prohibition of *gharar* is one of the crucial principles.³¹ *Gharar* is defined as uncertainty, which can harm one party. *Gharar* in a transaction can lead to losses, dissatisfaction, and ambiguity regarding the rights and obligations between the parties.³² The principle of prohibition of *gharar* emphasizes the importance of transparency in every transaction. Each party to the voucher top-up transaction must have a clear understanding of the object being traded, the prices, and the rights and obligations of each party. The prohibition on *gharar* maintains fairness and harmony in digital transactions and protects each party's rights. In a *gharar*-free transaction, the parties know exactly what they obtain and what they pay, as well as the potential risks that may follow.

This principle aims to avoid any uncertainty that could harm either party to the transaction. Losing balance after the transaction indicates that an element of *gharar* is involved, in which consumers are unsure whether the loss is their fault or caused solely by a system error. This uncertainty leaves consumers aggrieved, underscoring the need for legal protection to foster fair and safe digital transactions.

Eliminating *gharar* helps uphold justice in social and economic interactions. In this case, the seller is obliged to provide all information about the product offered to avoid *gharar*.³³ Furthermore, legal protection is necessary to ensure that every transaction complies with 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 increases as the complexity of digital transactions rises. Without protection against the elements of *gharar*, digital transactions leave too much room for injustice, contravening the principles of *maqāṣid al-syarī'ah*.

Islam teaches that the validity of the contract depends on the existence of clarity (*bayān*), willingness (*riḍā*), and justice (*'adl*) between the parties involved in the contract-

³¹ 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>.

³² Anisa, "Judi Online Dalam Perspektif Maqashid Syariah."

³³ 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>.

making. A flawed contract is considered null or void due to its potential to harm any parties involved. In the Game *voucher* transactions, the loss of balance without guaranteed protection indicates a defect in the execution of the contract. In this case, consumers do not receive what they are entitled to, and there is no strict accountability mechanism as a basis for protection.

Legal protection guarantees that all elements of the contract's validity 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.³⁴ 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* be legally valid and fair in the substantive aspect. The urgency of legal protection in game voucher transactions should maintain the purity of the principles of the contract in Islam.

Legal protection for consumers in Genshin Impact game voucher top-up transactions not only affects individuals but also society as a whole. In *maqāṣid al-syarī'ah*, safeguarding the public interest (*maṣlaḥah' āmmah*) is paramount and must be considered in every policy.³⁵ The balance loss after the transaction, left without adequate legal protection, may undermine public trust in digital payments. In this regard, ambiguity regarding consumer rights and dispute-resolution mechanisms creates uncertainty for both consumers and game managers, thereby discouraging participation in digital transactions. This situation will later slow the growth of the digital economy.

The absence of legal protection can create dysfunction in socio-economic interactions, widening the gap between game managers, sellers, and consumers. Without explicit regulations, murky digital transaction practices can harm consumers, spark injustice, and damage the digital economic order. Therefore, adequate legal protection is needed to foster a healthy, stable ecosystem, support the sustainable growth of the digital economy, and restore public trust in the digital payment system.

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

³⁵ 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>.

Explicit legal protections ensure consumer safety in every digital transaction. Consumer protection serves to protect individual rights and plays a vital role in maintaining market integrity from fraudulent, manipulative, and exploitative practices that can affect the overall economic order. In Islam, every business activity must adhere to the principles of honesty, justice, and responsibility. Islamic business ethics emphasize the importance of ensuring that no party is harmed and that all transactions proceed with full trust. Legal protection for consumers is an essential element in building a healthy digital transaction ecosystem in accordance with Sharia values.

The loss of electronic balances after top-up game vouchers without a fair settlement violates the principles of business ethics that should underpin every digital economy activity. The absence of responsibility among game sellers and managers not only undermines consumer trust but also enables fraudulent practices. This contradicts Sharia principles that require transparency in every contract or transaction.³⁶ Legal protection fosters an ethical business culture by providing standard treatment of consumers. If the law requires protecting consumer rights, business actors must also improve their transaction mechanisms.

The application of sharia business ethics fosters fair transactions while also affecting the reputations of business actors.³⁷ Game managers who consistently adhere to ethical standards and Sharia principles tend to gain greater consumer trust, enabling them to build long-term loyalty.³⁸ This indicates that legal protection for consumers not only brings justice but also benefits business actors. Building a legal protection system for *game* voucher transactions is an integral part of supporting the emergence of ethical, fair, and responsible business practices in line with *maqāṣid al-syarī'ah* principles.

Conclusion

The urgency of consumer protection against the problem of electronic transactions in online games in the form of game voucher top-ups is unquestionably necessary to keep

³⁶ 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.

³⁷ 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>.

³⁸ 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>.

up with the very rapid technological developments. From a positive legal perspective, despite the existence of legal protections guaranteed under the Consumer Protection Law and the Electronic Information and Transactions Law, the implementation of cross-border and intangible goods-based digital transactions remains weak. Legal protections for consumers in these transactions should be clarified, including expanding regulatory scope 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*), reason (*Hifẓ al-aql*), and the soul (*Hifẓ al-nafs*). Material losses and psychological distress due to the loss of balance without adequate protection contravene the main purpose of Sharia in safeguarding human welfare. Thus, it is necessary to update regulations, ensuring that consumers are legally protected and that the solution to the problems can be provided. For academics, further comprehensive studies can be focused more on the effectiveness of existing regulations using empirical methods.

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