



Legal Protection In The Sale And Purchase Of Online Game Accounts Prohibited By Developers: A Normatif Study Of Mobile Legends

Muchammad Ariqul Baihaqi^{1*}, Lintang Yudhantaka²

¹ Law, University Pembangunan Nasional "Veteran" Jawa Timur, Indonesian

² Faculty, University Pembangunan Nasional "Veteran" Jawa Timur, Indonesia

*Correspondence: 21071010140@student.upnjatiim.ac.id

ARTICLE HISTORY

Received: 07.02.2026

Accepted: 05.03.2026

Published: 22.04.2026

ARTICLE LICENSE

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ABSTRACT

The development of digital technology has spurred the emergence of the practice of buying and selling online game accounts, including in the game Mobile Legends. This practice is widely carried out by the public even though it is explicitly prohibited by the developer through the Terms of Service. This study aims to analyze the legal status of online game account sales and purchase transactions based on Indonesian civil law and to examine the legal remedies available to aggrieved parties. The research method employed is a normative legal approach using statutory and conceptual frameworks. The findings indicate that the buying and selling of online game accounts fall into a legal gray area because they are not explicitly regulated by law, yet they can still be analyzed through the provisions of the Indonesian Civil Code regarding contracts. On the other hand, prohibitions by developers create a conflict of norms between civil law and private contractual provisions. Legal remedies that can be pursued include litigation and non-litigation avenues, although their effectiveness remains limited. Therefore, clearer legal certainty regarding digital asset transactions in Indonesia is needed.

Keywords: Legal protection, Online games, Account trading

1. Introduction

Advances in information and communication technology have driven significant transformations across various aspects of life, including the digital entertainment industry such as online gaming. Online games are no longer merely a form of recreation but have evolved into a lifestyle component and hold economic value, particularly among the younger generation. One of the popular games in Indonesia is Mobile Legends: Bang Bang, which allows players to own accounts featuring specific characters, skins, and levels that possess economic value.

This phenomenon has given rise to the practice of buying and selling online game accounts through various digital platforms. In practice, these transactions involve an agreement between a seller and a buyer, with the game account serving as the subject of the transaction. However, this practice raises legal issues because game developers explicitly prohibit the transfer of accounts through their Terms of Service.¹ Consequently, such transactions are in a problematic position as they receive neither recognition nor protection from the developers.

The problem becomes even more complex when disputes arise, such as fraud or the seller reclaiming the account after the transaction is complete. In such situations, the aggrieved party often lacks a strong legal basis for protection, even though, in theory, the transaction could be classified as a contract as defined in the Civil Code.² On the other hand, the subject matter of the contract—the game account—is a digital asset that is not fully recognized as a conventional legal object because its existence depends on a system controlled by the developer.

From a civil law perspective, the buying and selling of online game accounts falls into a gray area. On one hand, these transactions meet the elements of a contract under the Civil Code, while on the other hand, they fall under the category of electronic transactions as regulated by the Electronic Information and Transactions Law. The

¹ Moonton, Mobile Legends: Bang Bang Terms of Service, <https://www.mobilelegends.com/terms>.

² Lina Maulidiana. (2024). Hukum Perikatan. Media Penerbit Indonesia. Media Penerbit Indonesia. p. 10

conflict between civil law norms and the developers' contractual terms creates legal uncertainty, particularly regarding the validity of the contract and protection for the parties involved.

One case that illustrates this issue is a breach of contract in a Mobile Legends account sale in 2025³, where the seller reclaimed the account after payment had been made. This action caused losses for the buyer and could be classified as a breach of contract or an unlawful act. However, dispute resolution efforts are complicated by the absence of specific regulations regarding digital asset transactions. The formulation of the issue under discussion is as follows:

1. What is the legal status of online game account sales transactions under Indonesian civil law?
2. What legal remedies are available to the aggrieved party in a transaction involving the sale and purchase of an online game account that is prohibited by the developer?

2. Method Research

The research method used in this study is normative legal research with several approaches: the statute approach, the conceptual approach, and the case approach. The statute approach is conducted by examining various laws and regulations relevant to the research issue, while the conceptual approach is used to examine legal concepts, principles, and doctrines developed in the literature. The case approach is conducted by analyzing court decisions related to the research problem.

The legal sources in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include relevant laws and regulations and court decisions. Secondary legal materials include legal textbooks, scientific journals, and the opinions of legal experts related to the research topic. Meanwhile, tertiary legal materials include legal dictionaries and encyclopedias that help explain legal terms. The legal material collection technique is carried out through library research by tracing and inventorying relevant legal materials.

3. Results and Discussion

3.1 The Legal Status of Online Game Account Sales Transactions Under Civil Law

The development of the digital economy has encouraged the emergence of virtual asset transactions, including in the online gaming industry. One emerging form is the buying and selling of game accounts, driven by players' need to gain instant access to accounts with specific levels, rankings, or items without having to build them from scratch. This practice occurs through various online platforms and involves the exchange of economic value for digital objects.

From a contract law perspective, this practice raises questions about fulfilling the requirements for a valid agreement, particularly regarding permissible causes. Civil law doctrine distinguishes between private and public prohibitions. Private prohibitions generally stem from agreements between the parties or internal provisions, such as the terms and conditions (terms of service) established by the game provider. Violations of these prohibitions generally result in limited civil consequences, such as account cancellation or administrative sanctions from the service provider, but do not necessarily render the contractual cause unlawful.

Public prohibitions, on the other hand, relate to public order, morality, or coercive provisions of laws and regulations. If the object or purpose of an agreement conflicts with these public norms, the cause of the agreement can be declared unlawful and, consequently, void. Therefore, an analysis of the validity of online game account transactions requires clearly determining whether the prohibited agreement falls within the private or public domain, by referring to civil law doctrine and relevant statutory provisions.

This phenomenon indicates that online game accounts are now treated as digital commodities with economic value—not merely as tools for accessing the game but also as representations of a player's digital identity, where status, reputation, and achievements are reflected through elements such as levels, ranks, characters, and virtual items acquired through investments of time, skill, and money. Consequently, online game

³ 6Xynn Linnng, "Post regarding the chronology of a breach of contract case in a Mobile Legends account sale transaction," Facebook, accessed October 22, 2025, at 8:47 PM WIB, <https://www.facebook.com/share/p/1BHd2ZjAz5/>

accounts are viewed as valuable digital assets, even though they are legally intangible and remain dependent on the game developer's system.⁴

Online game accounts are digital objects that exist in a legal gray area regarding property rights because, technically, they are under the control of developers—such as Moonton—and their use is subject to Terms of Service that stipulate that the accounts remain the property of the developer, while players have only limited access rights. In the online gaming ecosystem, interactions are not merely recreational but also encompass social and economic dimensions, where accounts serve as digital identities reflecting a player's status, reputation, and achievements through elements such as levels, rankings, characters, and valuable virtual items.⁵ Therefore, online game accounts are viewed as digital assets with economic and social value, even though they are not physically tangible. However, under civil law, the subject matter of a contract must be a tradable good, as stipulated in Articles 1332 and 499 of the Indonesian Civil Code (KUHPer), indicating that the concept of "property" remains oriented toward conventional definitions.⁶

Legal issues arise when the seller performs a "hack back" by reclaiming the online game account that has been sold, thereby failing to fulfill the obligation of delivery and guaranteeing the buyer's possession of the subject matter of the contract. Under civil law, this can be classified as a breach of contract because it contradicts the purpose of the contract and the principle of good faith. This action causes the buyer to suffer material and immaterial losses in the form of the loss of the account as well as the economic and social benefits attached to it; thus, even though an online game account is not a tangible object and is subject to the developer's license, a breach of contract still gives rise to legal consequences and underscores the importance of the principles of good faith and justice in providing legal protection.

The practice of buying and selling online game accounts has emerged as a response to market dynamics where players invest time, effort, and costs, leading to accounts being viewed as digital assets worthy of exchange. These transactions are generally conducted informally through simple trust-based agreements with minimal legal protection. Although online game accounts are intangible objects possessing economic value and social functions and can be factually controlled, their existence remains dependent on the developer's system; thus, they do not confer full property rights and differ from conventional objects of sale and purchase.⁷

The legal relationship between users and online game developers is based on standard license agreements or Terms of Service accepted via click-wrap agreements, under which the developer remains the owner of the system and the account, while the user holds only limited usage rights. These terms generally prohibit account transfers; thus, although users exercise factual control over the account, they lack full legal authority to transfer it to another party.⁸

Although online game developers prohibit the buying and selling of accounts through their Terms of Service, this prohibition is merely normative and administrative, lacking effective mechanisms to monitor transactions outside the official system. Consequently, the practice of buying and selling accounts remains widespread via social media, forums, and online marketplaces. Developers tend to adopt a "prohibit but do not regulate" stance, failing to provide official channels for such transactions while refusing to assume responsibility for disputes such as account hacking, thereby shifting all legal risks of the transaction onto the user.⁹

The developers' stance of disclaiming liability indicates that they view themselves solely as providers of digital services without bearing the risks associated with users' account usage, even though, in reality, developers have full control over the system, servers, and account recovery mechanisms that enable hack-backs to occur. This disparity weakens the position of the buyer acting in good faith who loses access to the account, particularly because the practice of "hack back"—where the seller reclaims the account through recovery data, registration emails, or customer service assistance—demonstrates that control of the account has not fully transferred, as the seller retains residual control over the account.¹⁰

⁴ Ardhanu Priatama, (2019) "Uang dan Peluang: Konsumsi Barang Virtual dalam Game RF Online Indonesia," *Journal of Sociological Thought*, Vol. 6 No. 1, p. 36.

⁵ Destianti, D. M., & Irwansyah, I. (2020). *Game User Experience: Motivasi dalam Membeli Barang Virtual Pada Game*. *Inter Komunika*, 5(1), p. 18.

⁶ Subekti, (2019) *Hukum Perdata*, Intermasa, Jakarta, p. 60.

⁷ Edmon Makarim, (2017) "Kerangka Kebijakan dan Reformasi Hukum untuk Kelancaran Perdagangan secara Elektronik (E-Commerce) di Indonesia," *Jurnal Rechtsvinding*, Vol. 6 No. 3, p. 345.

⁸ Adella Kamala Sari & Sri Haryati, (2023) "Akun Game Online Genshin Impact: Hak Kebendaan dan Legalitas sebagai Objek Jual Beli dalam Perspektif Hukum Positif Indonesia *Law Review*, Vol. 11 No. 1, p. 47

⁹ Dimas Aditya Nugraha, (2021) *Legal Aspects of Digital Transactions in Online Games*, Thesis, Faculty of Law, Airlangga University, p. 55.

¹⁰ Andika Pratama, *Perdagangan Virtual dalam Game Online*, Thesis, Faculty of Law, Brawijaya University, 2021, pp. 61–62

The buyer's losses in online game account transactions are exacerbated by the fact that the account remains under the developer's control, who tends to recognize the original owner as legitimate even after the account has been sold, thereby creating factual obstacles to the buyer's rights recovery despite the seller potentially being legally liable for breach of contract. A password change by the seller before the buyer takes control of the account reflects bad faith and deceptive conduct, contrary to Article 28(1) of the ITE Law, which causes consumer harm, and violates the principle of good faith requiring parties to act honestly and not intentionally harm others. A seller who conceals the risk of account takeover or intends to reclaim the account after payment may be deemed to have acted in bad faith and to have caused a defect in consent in the form of fraud.¹¹

Examining the validity and breach of contract in the sale and purchase of online game accounts requires clarity regarding the legal status of the transaction within the civil law framework, which assumes the subject matter of the agreement is under the control of the parties. In the digital economy, this assumption shifts because digital assets are traded in practice but remain controlled by the developer. The validity of the transaction must be assessed under Article 1320 of the Civil Code, where the element of agreement is generally fulfilled through the consent of the seller and buyer.¹² Agreements for the sale and purchase of online game accounts are usually reached through electronic communication, and the element of legal capacity is met if the parties are adults; however, transactions often involve minors, making them potentially voidable. The aspect of the cause or basis of the agreement is crucial because the sale and purchase of accounts violates the developer's Terms of Service, which prohibit account transfers, so the purpose of the agreement risks being deemed invalid even though such rules are private agreements between the user and the developer.

The validity of online game account sale and purchase agreements under Article 1320 of the Civil Code serves as the basis for assessing breach of contract, namely when one party fails to fulfill their obligations, is late, or commits a prohibited act. The seller's primary obligation is to transfer the account and ensure secure control for the buyer. The practice of "hack back," where the seller reclaims the account after receiving payment, constitutes a clear breach of contract because it deprives the buyer of the primary benefit, causing economic and factual harm.

The nature of online game accounts from foreign developers like Moonton places the buyer in a vulnerable position because the account remains under the developer's control outside Indonesian jurisdiction, which recognizes the original data owner without considering the individual sales agreement. Although the Terms of Service prohibit account transfer, this prohibition only governs the relationship between the user and the developer and thus does not exempt the seller from civil liability. The practice of "hack back" is still considered a breach of contract, and the seller is liable for the buyer's losses, with civil law providing a protective mechanism through compensation.

Under civil law, the sale and purchase of online game accounts is considered a legal act that gives rise to a contractual relationship based on an agreement between the seller and the buyer, in accordance with Article 1457 of the Civil Code. Although an account is not a tangible object, the transaction still creates a private legal relationship because an account constitutes a digital identity that can be factually controlled and possesses economic value, though it does not confer full property rights.¹³

Reliance on the license agreement underscores the limited legal standing of the sale and purchase of online game accounts, as the developer's Terms of Service prohibit account transfers, meaning the contractual basis may conflict with the primary agreement between the user and the developer.¹⁴ Nevertheless, the transaction still creates a private contractual relationship between the seller and the buyer, wherein the seller is obligated to transfer the account and ensure the buyer's control, while the buyer pays the agreed-upon price. Issues arise when the seller performs a "hack back," which under civil law can be classified as a breach of contract for violating contractual obligations, regardless of the developer's acknowledgment. Developers generally do not get involved in disputes and limit their liability through terms of service, leaving the buyer in a vulnerable position even when acting in good faith. Thus, the legal status of this transaction constitutes a *de facto* private relationship that gives rise to limited legal consequences, yet still allows the buyer to hold the seller liable based on the principle of good faith and the principle of equity in contractual relations.

¹¹ Huala Adolf, (2024) "Prinsip Itikad Baik (Good Faith) dalam Hukum Kontrak," *BANI Arbitration and Law Journal*, Vol. 5 No. 2, p. 46,

¹² Andi Saputra, (2020) *Keabsahan Perjanjian Elektronik*, Thesis, Faculty of Law, Airlangga University, p. 74.

¹³ Laksmiana Varellino, H, Z., & Paramita Prananingtyas. (2023). *Aspek Hukum Perjanjian Dalam Transaksi Jual Beli Secara Online*. *Notarius*, 16(3), p. 1366.

¹⁴ Sri Haryati. (2023). *Akun Game Online Genshin Impact: Hak Kebendaan dan Legalitas sebagai Objek Jual Beli dalam Perspektif Hukum Positif Indonesia*, *Law Review*, 11(1), p. 46.

3.2 Legal Remedies Available to the Aggrieved Party in Online Game Account Sales Transactions

In the practice of buying and selling online game accounts, the most common legal issue is "hackback," where the seller unilaterally takes back an account after the transaction is complete. This action causes losses to the buyer and can be classified as a violation of rights and a breach of contractual obligations. Therefore, the focus of analysis is no longer on the validity of the agreement, but rather on the legal remedies available to the aggrieved party.

Non-litigation legal remedies can be a more efficient initial step. Buyers can negotiate directly with the seller to demand the restoration of account access or a refund. Dispute resolution can also be achieved through mediation, either informally or through the platform where the transaction took place. In some cases, buyers can also file a complaint with the game service provider to have their account frozen or reinstated based on transaction evidence and a chronology of events. This non-litigation approach is faster and less costly, although its success depends heavily on the good faith of the parties.

If non-litigation remedies are unsuccessful, buyers can pursue litigation through a civil lawsuit based on breach of contract under Article 1243 of the Civil Code. The seller is deemed to have failed to fulfill its obligations because it failed to guarantee safe and secure control of the account after the handover. In this case, the buyer can sue for damages, cancellation of the agreement, or fulfillment of the agreed performance.

In addition to civil matters, hacking also has the potential to result in criminal consequences, specifically under Article 30 of Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 19 of 2016. This article essentially prohibits any person from intentionally and without authority or unlawfully accessing another person's computer and/or electronic system by any means. In the context of hacking, a seller who unilaterally takes back an account by accessing the system without the buyer's consent may be deemed to have committed illegal access. If such an act is proven, the perpetrator may be subject to criminal sanctions as further stipulated in the sanctions provisions of the ITE Law, provided they meet the requirements of Article 1320 of the Civil Code.

The capacity requirement in the sale and purchase of online game accounts is generally met if the parties are legally competent, although transactions involving minors may raise issues. More substantial issues lie in the elements of "specific subject matter" and "lawful consideration."¹⁵ Online game accounts possess a unique identity (ID, username, progress, items), thereby satisfying the certainty of the object despite being intangible. Meanwhile, the "lawful cause" remains satisfied because the prohibition on account transfer in the Terms of Service is a private contractual provision, not a statutory norm; thus, a violation of the ToS does not automatically render the contractual cause invalid.

Subekti emphasizes that a violation of regulations or a private agreement does not automatically nullify the contract; the sale and purchase of online game accounts remains valid and binding under Article 1338(1) of the Civil Code.¹⁶ One harmful practice against buyers is "hackback," where the seller reclaims the account after receiving payment by changing the password, recovering the email, or gaining administrative access—a serious violation of contract law. The legal relationship between the seller and the buyer arises upon the conclusion of the agreement, and the seller's obligation is not only to transfer the account but also to ensure the buyer's peaceful possession of the account.

Subekti explains that breach of contract includes failing to fulfill a promise, fulfilling it improperly, being late, or performing a prohibited act; hackback falls under the latter category because the seller reclaims the account after control rights have transferred, thereby failing to fulfill the delivery obligation and causing the purpose of the agreement to fail.¹⁷ The elements of breach of contract—agreement, unfulfilled obligation, loss, and causal relationship—are easily proven through digital evidence. Furthermore, a hackback involving unauthorized system access may also violate Article 30 of the ITE Law, giving rise to both civil and criminal liability.¹⁸

From a doctrinal perspective, hackback can be classified as an unlawful act because it violates contractual obligations and norms of propriety, with the elements of an unlawful act, intent, damage, and causal link being satisfied. This action also constitutes an abuse of rights (abuse of rights) contrary to Article 1338(3) of the Civil Code regarding good faith. From a risk theory perspective, risk should transfer to the buyer upon delivery, but

¹⁵ Ikka Puspita Sari. (2022). Keabsahan Perjanjian Kontrak Elektronik Dalam Transaksi E Commerce Di Tinjau Dari Hukum Perdata. *AL WASATH Journal of Legal Science*, 3(2), p. 107.

¹⁶ Subekti, (2019) *Hukum Perjanjian*, Jakarta, Intermedia, p. 20.

¹⁷ Subekti, op. cit., p. 30.

¹⁸ Taufiq Ramadhan, Arief Wahyudi & Dewi Pika Lbn Batu, *Illegal Access Melalui Metode Phising Pada Platform Transaksi Digital Cryptocurrency Dalam Perspektif KUHP Baru dan Undang Undang ITE, Law, Pagaruyuang Law Journal* Vol. 9 No. 2 (2026), p. 341.

hackback creates a legal disturbance initiated by the seller themselves, violating the warranty of quiet enjoyment (*vrijwaring voor uitwinning*).

The buyer's losses regarding the online game account include material value, virtual items, reputation, time, and potential economic benefits; thus, the buyer is entitled to claim damages under Article 1246 of the Civil Code. As a party acting in good faith who has fulfilled their obligations, the buyer is entitled to legal protection through a breach of contract claim, damages, or contract rescission with restitution. Prohibitions in the developer's Terms of Service (ToS) do not invalidate the validity of the seller-buyer agreement under Article 1320 of the Civil Code, and thus do not justify "hackback" or absolve the seller of civil liability. If the seller intended from the outset to reclaim the account after the sale, such conduct constitutes " " an element of fraud (*dolus*) that may serve as grounds for contract rescission and strengthen claims for damages, similar to "fraudulent misrepresentation" under common law. The developer's prohibition does not eliminate the buyer's right to legal protection; the buyer may still sue for breach of contract or tortious conduct and seek damages to ensure legal certainty and the integrity of electronic transactions.

Advances in information technology have given rise to new transactions, such as the buying and selling of online game accounts, which were originally merely a means of play but have now become commodities with economic value. This digital transformation carries significant legal implications, introducing new legal objects and demanding modern legal adjustments and interpretations regarding virtual objects and rights.

The practice of buying and selling online game accounts has spread widely through social media and marketplaces, despite being strictly prohibited by developers through their Terms of Service (ToS). This prohibition raises legal issues, as transactions continue to take place, creating an imbalance between users and developers, and potentially triggering disputes when one party is harmed.

Online game accounts are not tangible objects, and users only obtain a limited, non-transferable license; thus, the accounts remain under the developer's control and can be blocked in the event of a violation. Although contrary to the initial agreement, the buying and selling of accounts continues to occur widely without adequate legal protection, placing buyers at risk of material losses—such as financial loss—and immaterial losses—such as the loss of time, effort, and satisfaction in playing.¹⁹

The legal relationship between the seller and buyer of an online game account arises upon fulfillment of the valid contractual requirements under Article 1320 of the Civil Code, namely: agreement, legal capacity, a specific subject matter, and a lawful cause. Agreement is typically reached through electronic communication that is valid under Article 18 of the ITE Law, thereby rendering the electronic contract legally binding. After the buyer pays, the seller is obligated to transfer the account and ensure the buyer's secure possession, in accordance with Article 1474 of the Civil Code.

Although developers prohibit the buying and selling of accounts, this does not negate the legal rights of a buyer who has suffered harm. An account constitutes a limited license, not ownership; however, civil law assesses legal relationships based on the consequences of the parties' actions. The actual harm suffered by the buyer demonstrates the existence of a legal interest worthy of protection.²⁰

"Hack back"—where the seller reclaims the account after the transaction via password, email, or account recovery—constitutes a serious breach of the online game account sales agreement. Under Indonesian civil law, this action satisfies the elements of breach of contract under Articles 1239 and 1243 of the Civil Code, as the seller performs an act prohibited by the agreement, thereby causing the buyer to lose lawful control over the account.²¹

Normatively, to sue for breach of contract, the buyer must prove the existence of an agreement, a breach of obligation, damages, and a causal relationship, which can be supported by electronic evidence such as fund transfers, screenshots, or digital traces in accordance with Article 5(1) of the ITE Law. A breach of contract claim under Article 1243 of the Civil Code is possible if the agreement meets the requirements of Article 1320 of the Civil Code; however, since the developer prohibits the buying and selling of accounts, the issue of legality arises, thereby limiting the likelihood of the claim being granted.²²

As an alternative, the aggrieved party may file a tort claim under Article 1365 of the Civil Code. This claim focuses on the act causing the loss, without requiring a valid contract. In the sale and purchase of online game

¹⁹ R. A. Putra, (2018) *Perlindungan Hukum terhadap Pengguna Akun Game Online*, Thesis, Faculty of Law, Brawijaya University, Malang, pp. 45–47

²⁰ Masferisa, A. F., Sadino, S., & Hidayat, Y. (2025). *Perlindungan Hukum dan Penyelesaian Sengketa Bagi Konsumen Dalam Transaksi E-Commerce*. *Binamulia Hukum*, 14(2), pp. 337–338.

²¹ Subekti, (2005) *Hukum Perjanjian*, Jakarta: Intermasa, p. 45.

²² A. Pratama, (2019) *Keabsahan Perjanjian Jual Beli Akun Game Online*, Thesis, Faculty of Law, Airlangga University, Surabaya, p. 63.

accounts, the seller's actions—such as providing false information, concealing the risk of account suspension, or revoking the account—may qualify as a tort, thereby entitling the buyer to seek damages if proven.²³

Legal remedies for aggrieved parties in the sale and purchase of online game accounts are influenced by the legal nature of the account itself, which constitutes an access right based on a license from the developer, not full ownership. Although the account sale agreement may be null and void due to the lack of valid legal grounds, the aggrieved party may still seek justice through claims based on acts causing harm, particularly if there are elements of fault or bad faith on the part of the seller.

A claim for tort provides broader protection for buyers of online game accounts. The developer's prohibition on buying and selling does not justify the seller committing fraud, providing false information, or revoking the account after payment. The buyer retains the legal standing to claim damages if they can prove a tortious act and resulting harm. This protection aligns with the principles of good faith, transparency, and accountability in electronic transactions as stipulated by the ITE Law.

The recognition of buyers' rights reflects modern civil law, which emphasizes substantive justice rather than mere formalities. Although the sale and purchase of online game accounts is prohibited by developers, buyers acting in good faith are entitled to legal protection. The act of "hack back" by sellers constitutes a material breach of contract, may be classified as an unlawful act, and in some cases, a criminal offense. The buyer is entitled to demand performance, cancellation of the agreement, and compensation.

4. Conclusion

The buying and selling of online game accounts creates a contractual legal relationship between the seller and the buyer, but remains legally fragile within the civil law framework. Game accounts cannot fully qualify as tangible or intangible objects in the classical sense, as their existence depends on electronic systems and developer policies. Users essentially only obtain limited, non-transferable usage rights as stipulated in the Terms of Service. This situation has given rise to debate regarding the fulfillment of the elements of a lawful cause, given the prohibition on account transfers in the private sphere. Despite this, the practice of buying and selling continues and creates a reciprocal relationship of rights and obligations between the parties, demonstrating a gap between the dynamics of the digital economy and conventional civil law.

The practice of "hacking back" by sellers after a transaction violates the principle of good faith and can be classified as a breach of contract or an unlawful act. This action demonstrates the abuse of technical access to the buyer's detriment and cannot be justified even if the developer prohibits account transfers. Therefore, buyers still have legal grounds to demand fulfillment of their rights, either through civil lawsuits or other available mechanisms.

As a normative contribution, it is necessary to develop regulations that explicitly govern the status and transactions of digital assets, including online game accounts, within the Indonesian legal system. First, there needs to be legal recognition of digital assets as specific legal objects that can have economic value and become the subject of contracts, with clear limitations regarding their nature and transfer. Second, regulations are needed that emphasize consumer protection in digital transactions, particularly against fraudulent practices such as unilateral account takeovers. Third, harmonization between civil law and the information technology legal regime needs to be strengthened to prevent a normative vacuum in resolving digital economy disputes.

Furthermore, regulators can encourage platform providers and game developers to provide transparent and accountable dispute resolution mechanisms, so that users have access to more effective protection outside the courts. Thus, this legal update is expected to bridge the gap between the ever-evolving digital economy practices and the still-conventional national legal framework.

5. Speech Thank You

We would like to express our sincere gratitude to all resource persons and parties involved. Their support and contributions have been essential to the completion of this study. Special appreciation is extended for their time, knowledge, and assistance. Without their involvement, this work would not have been possible.

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