

Online Game Service Providers Responsibilities for Damages Sufficient to Consumer

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Abstract

The purpose of this study is to find out and explain how the responsibility of online game service providers is for losses suffered by consumers and legal settlements carried out. Consumer protection is a term used to describe legal protection given to consumers in their efforts to meet their needs from things that can harm the consumers themselves. The problem that will be examined and analyzed in this research is how the responsibility of online game service providers to Law No. 8 of 1999 concerning Consumer Protection. This study uses a normative legal approach method in the form of a statutory and conceptual approach by using primary legal materials, namely laws and secondary legal materials, namely books and journals related to the discussion. The responsibilities of providers of online game services regarding Law No. 8 of 1999 Concerning Consumer Protection include the presence of responsibilities that are responsible for administrative and criminal responsibility, and there is civil responsibility for online game providers which is contained in Article 19 of the Law on Crime Protection. and Consumer in those who have Tangguing are responsible for damages for damages, Tangguing are responsible for compensation for damages for violations and Tangguing are responsible for compensation for losses for consumers. Based on this, the existence of defective goods and/or services is not the only basis for accountability for the provider of online game services. This means that the responsibilities of the provider of online game services cover all the disadvantages that consumers experience. And article 4 of the Consumer Protection Act explains the rights and beliefs of consumers. The results of the research show that the providers of online game services can answer their mistakes by paying compensation or deliberations to reach consensus.

Keywords: Online Games; Consumer Protection; Responsibility;

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Introduction

Internet is a tool for disseminating information globally, a mechanism for spreading information and a medium for collaboration and interaction between individuals by using computers regardless of geographical boundaries. Internet is a means or medium of communication between computers in a broad scope as a medium for disseminating information, thus computers and internet are deliberately designed to facilitate human interaction in terms of interacting with other humans directly and quickly, even though they are thousands of miles away. Once the internet is balanced, all human activities that require time and are expensive can be carried out more effectively and efficiently. Internet has become very necessary nowadays, almost all countries must have internet access as a medium for disseminating information, data search, and so on. (Assafa Endeshaw 2007)

The use of information and technology balance (IT) over the past several years has not only benefited the interests of information and communication, but in reality through online media with internet networks we can provide entertainment by playing games (games)

in an online way. Online games are one of the forms of using current information technology. In its balance, online games are not only limited to fulfilling the mother's needs of entertainment as a whole, but also as a supplier or business area and a source of income for players (gameirs). The gamers or gameirs carry out the online registration by fulfilling the terms and conditions, then the gameirs can add vouchers to increase the playing time that has been provided by the online game trainers..

Online games consist of two types, namely Free to Play, Freemium and Premium. Gamei Online type Free to Play is a game that can be played for free without any conditions. Meanwhile, the Free Online Game is a game that can be played for free but there are purchases of virtual goods in the game. In online games of the premium type, this is a game that can only be played if you buy the game first. There are two types of platforms that are used to play online games, namely the mobile platform, namely on tablet PCs and smartphones. The second type of platform is the Computer Platform, namely on Personal Computers, Laptops and Game Consoles.

At this time, the games that are in demand by the developers of the online gameidia service are the gamei beirjeinis freeiimiium because they are considered to present greater curiosity for the gameiidia of teirseibuit services. The teirseibuit thing because of the teirseibuit online gamei service service teirseibuit gets the trick in a teirseibuit way because the gamei player onlinei teirseibuit while buying virtual items in the teirseibuit game.

in online games of the freemium type, there are virtual items that can be purchased using the currency in the game. For example, the Mobile Leigeinds currency is Diamonds. This Diamond function can be used to buy players' favorite Heiro skins starting from the price range of 299 Diamonds to 899 Diamonds, buying Avatar Nickname Change Cards and so on or sending them to our playmates as gifts. One of the competitive strategies in Mobile Legends: Bang Bang is to release a new, unique and more versatile Hero that is easier to play and multi-functional in battles between fellow players and creeps (characters that players cannot play). There are several cases that are detrimental to online game players. The teirseibuit case is that the teirseibuit seirveir gamei onlinei teirseibuit means that the online game cannot serve its players. Many of these online game players have spent hundreds and even millions of rupees only to buy virtual goods in these online games so that when the online game server closes, the assets that the players have purchased are also lost. This directly explains that actions between consumers and service providers have created an engagement that creates rights and obligations for consumers. Which is regulated in Law Number 8 of 1999 concerning Consumer Protection. This research is to find out and explain how the responsibility of online game service providers for losses suffered by consumers and legal settlements are carried out. (R.Subekti 1996; AZ. Nasution 2001; Subekti 1981)

MATERIALS AND METHODS

This research method is normative legal research, according to Peter Mahmud Marzuki normative legal research is a process of analyzing legal rules, legal principles, and legal doctrines in order to answer the legal issues at hand. Conceptualizing law as a norm includes values, positive law. Normative legal research is carried out to find problem solving for existing legal issues using two approaches, namely a statutory approach and a conceptual approach (Peter Mahmud Marzuki 2009).

The sources and types of legal materials used in this research are secondary data sources consisting of primary legal materials and secondary legal materials. Where the

technique of collecting primary legal materials used through the collection of laws and regulations is definitely arranged. While secondary legal materials are collected by means

Results and Discussion

Liability of Game Service Providers for Consumer Losses

The liability of an online gaming service provider for consumer harm may vary depending on the laws and regulations applicable in a particular country or jurisdiction. However, in general, there are several aspects of liability that may apply:

1. **Quality and Performance:** Online gaming service providers are responsible for providing games that function properly and are of sufficient quality. If there are technical issues that interfere with the gaming experience, such as server crashes or significant bugs, the service provider may be responsible for fixing them or compensating accordingly.
2. **Data Security and Protection:** Online gaming service providers have a responsibility to keep consumer data secure. They must take adequate measures to protect consumers' personal information, prevent unauthorized access, and counter fraudulent or abusive practices.
3. **Payments and Transactions:** If the online game involves financial transactions, the service provider must maintain the security and integrity of the payment process. They should also provide clarity and transparency in terms of pricing, refund policies, and other payment conditions.
4. **Customer Service:** Online gaming service providers are responsible for providing adequate customer service. They should respond to questions, concerns, or complaints from consumers quickly and effectively. Providers should also provide clear information about relevant services, policies, and requirements.

It should be noted that the liability of online gaming service providers may vary and may depend on the contract or contractual arrangements in place. If consumers experience significant losses or feel that there has been an irregularity, they may wish to consult a legal expert or competent authority to evaluate their claims and seek appropriate options or compensation." (Happy Susanto 2008)

The principle of strict liability does not question the presence or absence of fault, but the business is directly responsible for the losses caused by its defective products. Online game service providers are considered to be liable if there has been harm to consumers due to consuming a product and therefore the service provider must compensate for the loss. Article 19 of Law No. 8 Tahun 1999 on Consumer Protection states that the responsibility of business actors for consumer losses is as follows:

1. Service providers are responsible for providing compensation for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded.
2. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and or services of a similar or equivalent value, or health care and or compensation in accordance with the provisions of recognized regulations.

3. Giving compensation is carried out within 7 (seven) days after the transaction date.
4. The provision of compensation as referred to in paragraph 18 and paragraph (2) shall not eliminate the possibility of criminal prosecution based on further proof of the existence of an element of fault.
5. The provisions referred to in paragraph (1) and paragraph (2) shall not apply if the service provider can prove that the fault is the fault of the consumer.

The truth that the service provider has caused consumer harm is regulated in Article 28 of Law No. 8 of 1999, which basically states that the burden and responsibility of business actors in providing compensation can be in the form of:

1. Refund;
2. Replacement of goods and or services of similar or equivalent value;
3. Health care; and
4. Compensation. Consumer protection is a term used to describe the legal protection given to consumers, which is regulated in Article 1 number 1 of Law Number 8 of 1999 concerning Consumer Protection, which states that consumer protection is all efforts that ensure legal certainty to provide protection to consumers. Consumer protection has a broad scope covering the protection of consumers of goods and services, which starts from the stage of activities to obtain goods and services to the consequences of the use of goods and services. The scope of consumer protection is divided into two aspects:
 1. Protection against the possibility of being delivered to consumers of goods and services that are not in accordance with what has been agreed or violate the provisions of the Act. In this case, consumers get compensation if damage arises because they use or consume products that are not in accordance.
 2. Protection against the imposition of unfair conditions on consumers. This takes the form of promotional and advertising issues, contract standards, pricing, after-sales service, and so on.

Violations committed by online game service providers provide a reality that the actual implementation of the law obtained through the Consumer Protection Law (UUPK). In addition to Article 4, one of which regulates the right to comfort of consumers, the irregularities in the implementation of the law in the UUPK are also found in Article 7, which explains that service providers are required to provide information on the description of the goods or services offered correctly, honestly, and also according to the condition of a good or service traded by the service provider. (Miru Ahmadi and Sutarman Yodo 2007; Tri siwi kristiyanti and celine 2017)

In this case, the right to security in the UUPK does not explicitly explain what the rights to comfort obtained by consumers are and to what extent these consumers can be said to be "comfortable" as consumers. Apart from being regulated in the UUPK Law, the provision of information that is correct, clear and in accordance with the condition of the goods and services is also explained in the ITE Law, namely in the provisions of Article 28 paragraph (1) which states that if someone spreads false news that does not have the right to spread and can mislead someone in making losses on online transactions, they can be punished in accordance with Article 45 paragraph (2) of the ITE Law which states that if a

person fulfills the elements as intended by Article 28 paragraph (1) and (2), he can be punished with imprisonment for a maximum of 6 (six) years and a maximum penalty of Rp.1,000,000,000.00 (one billion rupees). .000.000.000,00 (one billion rupiah).

Settlement of Liability for Losses incurred by Service Providers

The losses arising from the negligence of the service provider will eventually lead to default, which in the UUPK Law in Article 19 emphasizes the liability of the service provider if it is known that there is an identification of default. Default is the non-fulfillment of an achievement or obligation that has been determined against the parties in an agreement, according to Article 1234 of the Civil Code, the achievement can be in the form of giving something, doing something, and not doing something. Default itself is regulated in book III Articles 1234 - 1252 of the Civil Code, default compensation is all compensation charged by the debtor who does not fulfill the contents of an agreement that has been made and agreed upon by the creditor and debtor. In Article 1249, it is determined how to pay compensation caused by the default, in this article it is said that the form of compensation that can be used is in the form of money, according to experts that money is the most practical and least in terms of causing a dispute. Arrangements in resolving the liability of producers to online consumers can be found in the Civil Code in Article 1365 which states that every act that violates the law and causes harm to others can be sued to compensate for the loss. Article 23 of UUPK regulates lawsuits through consumer dispute resolution bodies or judicial bodies in the consumer's domicile. Article 28 of UUPK outlines the elements of fault incurred by the business actor and his/her liability as well as the burden of proof. The burden of proof is a very important matter in terms of whether or not the prosecution of a civil case can be dismissed. In Article 1865 of the Civil Code, it is emphasized that if someone has the right to obtain to deny the rights of others, it is obligatory to prove the existence of the right or event. Settlement of liability for losses incurred by online game service providers against consumers can also be carried out by way of deliberation, namely deliberation between the two parties, in these deliberations compensation can be made by online game service providers to consumers in the form of responsibility in the form of goods or money. If there is no consensus in the deliberation, it can be stated in a written statement which is stated in the form of BPSK which is no later than 21 working days since the application is submitted to the BPSK secretariat.(Ika Meutiah 2006)

Conclusion

The responsibility of online game service providers related to having made mistakes with what is sold, is that online game service providers must be responsible in accordance with UUPK Article 19 paragraph (1) The responsibility of online game service providers for consumer losses is to provide compensation for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded. Payment of compensation is the most important responsibility of business actors, compensation according to UUPK can be in the form of: refund, replacement of goods and / or services.

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References

Regulation
Indonesia Civil Code

Law No. 8 of 1999 concerning Consumer Protection

Journals

- Assafa Endeshaw. 2007. *Hukum E-Commerce Dan Internet Dengan Fokus Di Asia Pasifik* (yogyakarta: Pustaka Pelajar)
- AZ. Nasution. 2001. *Hukum Perlindungan Konsumen Suatu Pengantar* (Jakarta: Diadit Media)
- Happy Susanto. 2008. *Hak-Hak Konsumen Jika Dirugikan* (Jakarta: PT. Visimedia)
- Ika Meutiah. 2006. *Perkembangan Hukum Perlindungan Konsumen Di Indonesia* (Jakarta: Rajawali Grafindo Persada)
- Miru Ahmadi dan Sutarman Yodo. 2007. *Hukum Perlindungan Konsumen* (Jakarta: Rajawali Pers)
- Peter Mahmud Marzuki. 2009. *Pengantar Ilmu Hukum* (Jakarta: Kencana Prenada Group)
- R.Subekti. 1996. *Kitab Undang-Undang Hukum Perdata* (Jakarta: Pradnya Paramita)
- Soekanto Soerjono dan Mamudji Sri. 2014. *Penelitian Hukum Normatif Suatu Tinjauan Singkat* (Jakarta: RajaGrafindo Persada)
- Subekti. 1981. *Hukum Perjanjian* (PT.Alumni Bandung)
- Tri Siwi Kristiyanti, And Celine. 2017. *Hukum Perlindungan Konsumen* (Jakarta: Sinar Grafika)