



The Challenges of Using Online Game Accounts as Collateral in Indonesian Civil Law (A Case Study of an Instagram-based Game Account Pawn Service)

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Abstract

The modern application of games is not limited to entertainment but it is also used in sphere of sports and business. Another feature that can be distinguished in the business world is the existence of game accounts that have great monetary value. The economic value of such accounts is due to their quality, demand, and rarity of in-game items. In the past, game accounts were limited to purchase-sale transactions but in the recent times business entities are using such accounts as a security thus necessitating a critical analysis of game accounts in terms of property law and applicable security law to online game accounts. This research will use a normative legal research approach, where the legal approach will be a statutory research approach, which relies on the provisions of the law and other scholarly articles as legal sources. The results show that the owner of a game account online is technically a possessor but not an owner because property rights are inseparable characteristics of ownership. As a result, the game developer or publisher solely owns the game with the player only getting a license. It is a must to be aware of the statutory limitations as the nature of account transfer agreements is not legal when they do not meet the fourth condition of Article 1320 of the Indonesian Civil Code; thus, the agreement is considered invalid. The scheme of pawn proposed by the service of the @Pawn cannot be considered valid as well, and it is not in accordance with the principles of the Security Law.

INTRODUCTION

Technological developments have changed people's habits of transacting in conventional markets to digital markets. The existence of digital markets first emerged with the advent of computers and gadgets (Yustiani & Yunanto, 2017). The development of computer and gadget innovations created virtual world activities for humans for the first time (Sari & Haryati, 2023; Kamila et al., 2025). These new activities include activities carried out by humans in the real world, such as entertainment. A form of entertainment that is currently on the rise is online games, which can be found and played by anyone from all over the world. The phenomenon

of online games has expanded the meaning of objects/materiality because it introduces the embodiment of intangible objects in the real world, but which have a tangible form in the virtual world (Carboni & De Luca, 2016; Picon, 2021; Liu, 2024).

Recently, the gaming industry has experienced massive growth. This growth has given rise to many new goods and objects, such as game items, game currency, and user accounts, that can be categorized as virtual assets because they have economic value (Hrytsai, 2022; Castronova, 2002; Wohn, 2014). Popular game accounts such as Mobile Legends and Genshin Impact are often traded on social media forums because of the ease of finding online gaming communities (Hadiani et al., 2024). The phenomenon of digital transactions on social media includes buying and selling game accounts, renting game accounts, game account jockeying, and game account pawning. Account pawning is a new phenomenon that is interesting to study on this occasion.

The development of the game account pawning phenomenon began with the large number of online game players who formed various forums for players on social media (Sherlock, 2007; Hjorth, 2010). These forums can be a medium for exchanging information and trading, which has given rise to the demand and supply of game accounts. Game accounts that are of good quality and have unique and rare characteristics often become the root of demand for other players, so that the offer price of these accounts is more valuable (Sebakas & Santoso, 2024). The unique economic value of these accounts has given rise to the phenomenon of game account pawning. Game account pawn is a series of debt activities where players pledge their accounts to other players to obtain loans with a certain time limit. Here, Pawn Service is one of the players taking advantage of the game account pawn phenomenon. Pawn Service is a startup business formed in 2024, with pawn transactions reaching more than 500 times in the 2024-2025 period.

Reflecting on the regulations in force in Indonesia, the Civil Code (KUHPer), for example, has regulated activities related to guarantees and pawnbroking. However, the regulations on guarantees and pawnbroking in the KUHPer and the Guarantee Law are still too general to address the legal phenomenon of game account pawnbroking. While the use of digital contracts in the Game Account Pawn scheme can be found in Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE Law), an amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions. The concept of video games and game accounts as the main instruments in this phenomenon is also related to Law Number 28 of 2014 concerning Copyright (UUHC).

Currently, game account pawn activities are beginning to emerge, and this emergence is inseparable from the threat of crime due to weak regulations. Players can be subject to scams, such as collateral accounts not being given after the principal payment is completed, or accounts being reset after the principal loan is given. Therefore, this study aims to analyze in depth the validity of game account pawn agreements from the perspective of property law and security law in Indonesia. This study will focus on analyzing the legal protection that can be provided to all parties involved in game account pawn activities.

This research presents new insights with a core discussion focused on the issue of game account pawning. Existing research is still preoccupied with the issues of buying and selling game accounts, buying and selling virtual assets and property, as well as buying and selling social media accounts and pawning social media accounts. An example of this is the research written by Kimpalan Sebakas and Budi Santoso entitled "*Juridical Analysis of the Validity of Backdoor Online Game Account Sales between Gamers (Online Players)*," which discusses the protection of online game account sales according to Law No. 19 of 2016 concerning Electronic Information

and Transactions (ITE Law), specifically related to electronic data in the form of online games (Sebakas & Santoso, 2024) .

Then there is a thesis written by Adnan Wahid with the title "*The Validity of Virtual Property Sale and Purchase Agreements in the Metaverse Based on Contract Law*," which discusses the legal position of virtual property in the property law system and assesses the validity of virtual property sale and purchase agreements in the metaverse that use cryptocurrency as a means of payment (Wahid, 2025). Furthermore, a thesis written by Zelminizar entitled "*Problems with the Use of Instagram Social Media Accounts as Collateral*" discusses the problems with using Instagram social media accounts as collateral (Zelminizar, 2019). It is hoped that this research will contribute scientifically and answer questions related to the recent emergence of game account pawnbroking.

The purpose of this study is to explain the validity of game account pawn agreements from the perspective of civil law in Indonesia. The next objective is to provide solutions and recommendations for legislators and regulatory bodies related to the phenomenon in this study to be able to emphasize and ensure that the phenomenon of game account pawn can be regulated by law in Indonesia for the sake of certainty and security for all Indonesian people.

METHODS

This study uses a normative juridical research method, which is a legal study conducted by examining only secondary sources or data (Soerjono Soekanto, 2003). This study utilizes a legislative approach and a conceptual approach to analyze the legal phenomena that occur. The data sources used are secondary data sources with details of primary legal materials, including the Civil Code, Law Number 28 of 2014 concerning Copyright, and Law Number 11 of 2008 concerning Information and Transactions, which are important legal materials. First, the civil code is used as the basis for analysis in understanding the concepts of property, guarantees, and obligations.

Second, Law Number 28 of 2014 concerning Copyright, which in this study is used as the legal basis for video games and game accounts, where it is explained in Article 1 point 9 and Article 40 paragraph 1 that video games are computer programs that are protected by copyright, while Article 16 paragraph 1 explains that intangible movable objects are attached to the developer, not the player. In this case, the relevance of the Copyright Law to this study lies in the position of game accounts, which basically only give players possession rights, not ownership rights. Thus, this regulation contributes as a basis for analysis in assessing the suitability of game account pawn practices with the principles of guarantee law. Fourth, Law Number 11 of 2008 concerning Information and Transactions, along with its amendments in Law Number 19 of 2016, which in this study is used as a basis for normative analysis related to the validity of electronic contracts in game account pawn practices.

In addition to using primary legal materials such as regulations, this study also uses secondary legal materials in the form of observations and interviews. Observations were conducted by observing online game account pawn practices, particularly at @Pawn Service, which in this study was used to obtain data on the mechanism of online game account pawn transactions. Interviews in this study contributed to providing first-hand experiences from game account pawn operators, which were then used as comparative material in analyzing the conformity of practices with the principles of collateral and contract law. This study also uses tertiary legal materials, including encyclopedias and dictionaries. The encyclopedia in this study provides general references on basic concepts related to the research. Meanwhile, the dictionary in this study serves to explain legal and technical terms that appear in the research. The results of the analysis will be described descriptively by examining

legal phenomena using a series of existing data sources and concluded using the inference method through the use of a legislative approach. A conceptual approach is used to explore the provisions related to the phenomena that will be the focus of discussion.

RESULTS AND DISCUSSION

Security and pawn laws in the Indonesian Civil Code

Before discussing collateral, we will first explain what property and property rights are, which form the basis of collateral. Property (*zaak*) is regulated in Article 499 of the Civil Code, which states that "*property is every item and every right that can be controlled by ownership rights.*" Property itself can be divided into several classifications, such as: movable and immovable property, tangible and intangible property, property in commerce and property outside of commerce, and divisible and indivisible property (Usman, 2016). Property rights have the characteristic of *droit de suite*, which means they follow the property itself. Property rights in Book II of the Civil Code also provide two classifications of nature, namely, property rights that provide enjoyment (property rights, etc.) and property rights that provide security (Musadad, 2020).

Security is explained in Article 1131 of the Civil Code as,

"All property belonging to the debtor, whether movable or immovable, whether existing or newly acquired in the future, becomes liable for all personal obligations."

According to Riky Rustam, the collateral (*zaakerheid/cautie*) referred to in Article 1131 of the Civil Code determines the debtor's obligation to provide specific (special) collateral to the creditor for the debt received. Without specific collateral, all of the debtor's assets will automatically become collateral (Usman, 2016). Because of this, it seems that the debtor provides specific collateral to avoid the nature of general collateral.

Specific collateral is collateral that arises from an agreement between the parties. This collateral can be in the form of tangible and personal collateral. Tangible collateral means that there is a specific object used as collateral (Adil, 2016). According to Sri Soedewi Masjchoen Sofwan, tangible collateral is collateral in the form of absolute rights over an object that has the characteristics of a direct relationship with a specific object from the debtor, can be defended against anyone, always follows the object (*droit de suite*), and can be transferred. Special collateral also gives creditors a special right (*preference*), namely the right of creditors who have collateral to be given priority in repayment due to the nature of their debt, compared to other creditors, in accordance with Article 1133 of the Civil Code.

A pledge is a type of specific (special) security that obtains property rights as security. Pledge itself is regulated in Book II Article 20 of the Civil Code and is definitively explained in Article 1150 of the Civil Code as:

"a right obtained by a creditor over movable property, which is handed over to him by a debtor or by another person on his behalf, and which gives the creditor the power to take repayment from the property in priority over other creditors....."

According to Riky Rustam, essentially, a pledge is a right of security over movable property belonging to the debtor or another person, which aims to give the creditor the right to priority in obtaining repayment of the debt (Rustam, 2017). Meanwhile, Vollmar states that a pledge has a material nature that can only be imposed on all movable objects that can be transferred, both tangible and intangible objects, such

as shares, except for registered ships. Thus, a pledge is a guarantee that has the nature of a material right over all movable objects that can be transferred.

The function and purpose of a pledge is as a guarantee of debt repayment if the debtor defaults. As long as the pledged property is under the control of the creditor, the creditor is positioned as *the holder*, not as *the burgelijke bezitter* (Dwi Rizkia & Fardiansyah, 2022). Therefore, the creditor may not utilize the pledged property. This is to strengthen the creditor's position and prevent the creditor from acting in bad faith (*te keader troum*).

Pawnbroking itself has several characteristics contained in Article 1150 and other articles contained in the Civil Code. The first characteristic is that pawnbroking is only for movable objects, both tangible (*lichamelijke zaken*) and intangible (*onlichamelijke zaken*), in accordance with the provisions of Article 1153 of the Civil Code (Rustam, 2017). Second, a pledge is a guarantee that contains property rights over the debtor's movable property and follows the property to whomever the pledged property belongs (*droid de suite*). This is what provides certainty of the debtor's debt repayment to the creditor in accordance with the provisions of Article 528 of the Civil Code. Third, the pledged property must be controlled by the pledgee (*inbezitstelling*). The pledged property may not be in the hands of the debtor/representative/or pledge provider. Article 1152 (3) provides for the penalty of forfeiture of the pledge right when the pledged property is not in the hands of the pledgee.

Another characteristic is that the creditor has the right to sell the pledged property themselves (*recht ban eigenmachtige verkoop*) to obtain repayment of the debt, interest, and maintenance costs of the pledged property. Pledges also have a preferential nature (preference) over other creditors (*konkuren*) in accordance with Article 1133 (1) of the Civil Code (Subekti, 1995). As an additional agreement (*accessoir*), a pledge is highly dependent on the main agreement (Article 1150 of the Civil Code), and a pledge will only come into existence when there is a main agreement. In addition, although not regulated in the provisions of the Civil Code, a pledge also has a coercive nature when the guarantor must transfer the object to the debtor.

Pledges also have an individual nature, meaning that they remain attached to the debt even if the debtor/creditor dies (Article 1160 of the Civil Code). Finally, pledges are limited in nature (*jura in re aliena*) or limited in accordance with Article 1154 of the Civil Code, meaning that pledges are only used to settle debts. The above characteristics are inherent in the right of pledge, meaning that a pledge agreement will not be valid if one of the characteristics of a pledge is not fulfilled.

In addition to the characteristics of a pledge, a pledge agreement must fulfill the elements of the subject and object of the pledge. The subject of the pledge is in accordance with Article 1150 of the Civil Code, which states that the pledgor (*pandgever*) is an individual or legal entity authorized to perform legal acts on the object of the pledge. The pledgor must be able to prove ownership of the object. Article 1156 (2) of the Civil Code provides for the possibility of a third party's property being given to the debtor to be pawned. Meanwhile, the pawn recipient (*pandnemer*) is an individual or legal entity that has a claim (creditor) in this case and will take control of the pawned property in accordance with Article 1152 (1) of the Civil Code. The subjects of the pledge must be persons with legal capacity (*handelingbekwaam*). If the parties do not have legal capacity, the pledge agreement cannot be executed/is invalid and not binding on the parties.

The imposition of a pledge on movable property must first be done by making a pledge agreement/agreement to grant a pledge (*pand overeenkomst*), in accordance with Article 1151 of the Civil Code, which states that "A *pledge agreement shall be evidenced by any means permitted for the evidence of the main agreement.*" A pawn

agreement will give rise to a legal relationship between the pawn provider and the pawn recipient, which in turn gives rise to rights and obligations for the parties, so that the pawn must be carried out by first entering into an agreement, after which the pawn occurs. The Civil Code does not regulate the specific form of a pawn agreement, so the principle of freedom of contract can be used, as long as it complies with the requirements of Article 1320 of the Civil Code. The elements in the provisions of Article 1320 of the Civil Code must be fulfilled; otherwise, the agreement is legally invalid and can be canceled or nullified by law.

Online game account pawn

An account is a set of digital identities managed by a computer system that aims to allow users to access transactions, store data, or access certain online services, usually including a user *name* and *password* that form a unique *Game Identification* for each user (Listiavanti & Hermono, 2022). An *online game* account is the player's personal data that is integrated into a particular game and is useful as a link between one player and another, with the help of services from the *game* developer itself. (Novitasari et al., 2022). In other words, an online game account is a set of IDs integrated into computer data and visualized through electronic devices.

Online games are a set of game-building programs played by many people on one *server/multiple servers* simultaneously. According to Loic Caraoux, *online games* are games that bring together various players around the world on the same server, where players can freely engage in activities according to their preferences and the available features. (Caroux, Isbister, Le Bigot, & Vibert, 2015). *Online games* themselves offer many products with *economic value*, such as game items, *in-game currency*, jockey services, and game accounts.

Video games, as a set of computer programs, are software protected by the provisions of Article 40, paragraph (1), letter r of Law Number 28 of 2014 concerning Copyright (UUHC) (Sari & Haryati, 2023a). Copyright in video games gives developers the exclusive right to reproduce, modify, and distribute or circulate operating system software, as computer programs are defined by Article 1, paragraph (9) of the UUHC.

In its development, game accounts are not only limited to commodities that are traded, but recently there has been a market phenomenon where business actors utilize the value contained in game accounts as collateral with a scheme where the game account provider gives collateral to the collateral provider and the collateral provider will give an agreed amount of money based on the calculation of the quality of the account from the collateral provider. Afterwards, the collateral provider is obliged to return the principal amount with interest (account benefits) to the collateral recipient. The calculation of the value of online game accounts is carried out by considering the market and other considerations, such as accounts that are free from cheats, first or secondhand accounts, and the intrinsic value of the account.

One of the businesses that takes advantage of this account pawn phenomenon is Pawn Service. Pawn Service was first established in 2024 and has 2,500 (two thousand five hundred) followers on Instagram. Pawn Service offers services in the form of online game account pawning to every Mobile Legends player.

The scheme offered involves the player, as the account owner and guarantor, providing the online game account to @Pawn Service as the lender and collateral recipient. The account is appraised based on its quality. Afterward, @Pawn Service, as the collateral recipient, provides funds to the collateral provider, and the collateral provider hands over the Mobile Legends account to @Pawn Service for management. ("Interviews," n.d.).

Online Game Account Pawn Scheme @Pawn Service

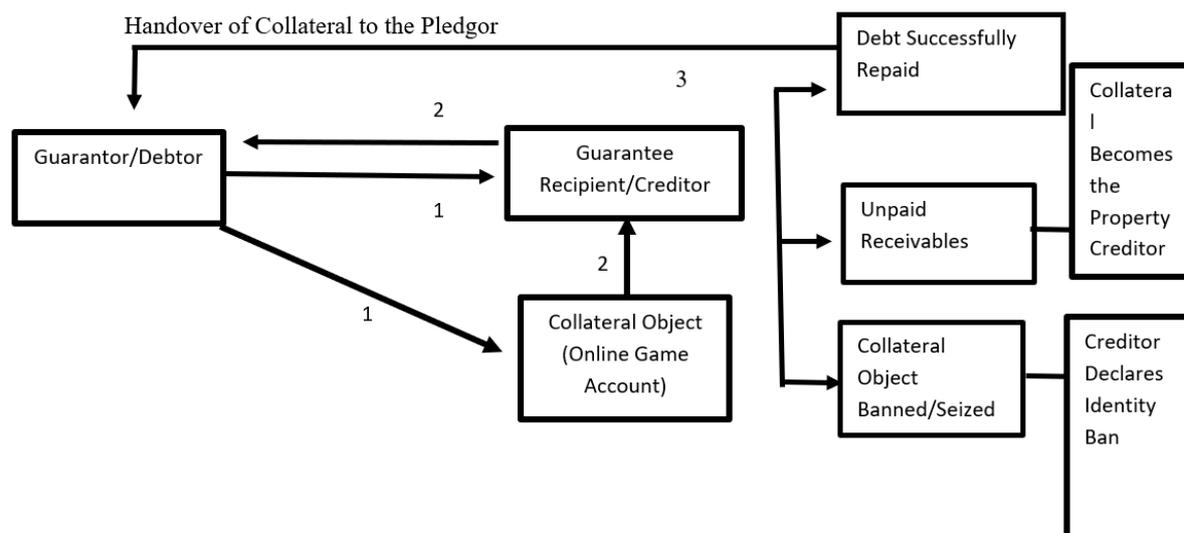


Figure 1. Flowchart of Online Game Account Collateral Mechanism in Indonesian Pawn Transactions

First, the guarantor will send a message to @Pawn Service as the recipient of the guarantee and owner of the *online* game account pawn to assess the quality of the account (collateral object).

Second, both parties agree on the loan cost and payment period, which is usually carried out within 7 days and can be extended by paying the fee in advance, followed by the transfer of the game account as collateral with a change of *password* and *email*.

Third, after the payment and repayment period are complete, the collateral recipient returns the account to the collateral provider, marked by a change of *password* and *email* as a protective measure and proof of account transfer to the collateral provider/debtor.

Fourth, a guarantor who fails to pay according to the agreed period will lose ownership rights to the account.

Fifth, if the account is *hacked back* by the collateral provider, the collateral recipient (creditor) will *ban* the debtor's identity in the @Pawn Service metadata.

Agreements on game account pawn through a series of processes to produce loan principal and fee agreements for guarantors. Most agreements are carried out through instant messaging media (e.g., WhatsApp). Therefore, it is necessary to identify the subject and object of the guarantee to provide accurate data and information to the recipient of the guarantee.

The scheme offered by Pawn Service is a general framework often used by parties involved in game account pawn transactions on social media. Previously, debtors had to meet several qualifications proposed by creditors in order to conduct game account pawn transactions on Pawn Service. The guarantor (debtor) must show proof of identity (ID card/family card/driver's license), proof of account ownership (not borrowed/rented), and complete and valid account data (ID, servers, *binding accounts*). To facilitate understanding, the author has created the chart below:

Agreement System in Game Account Pawn

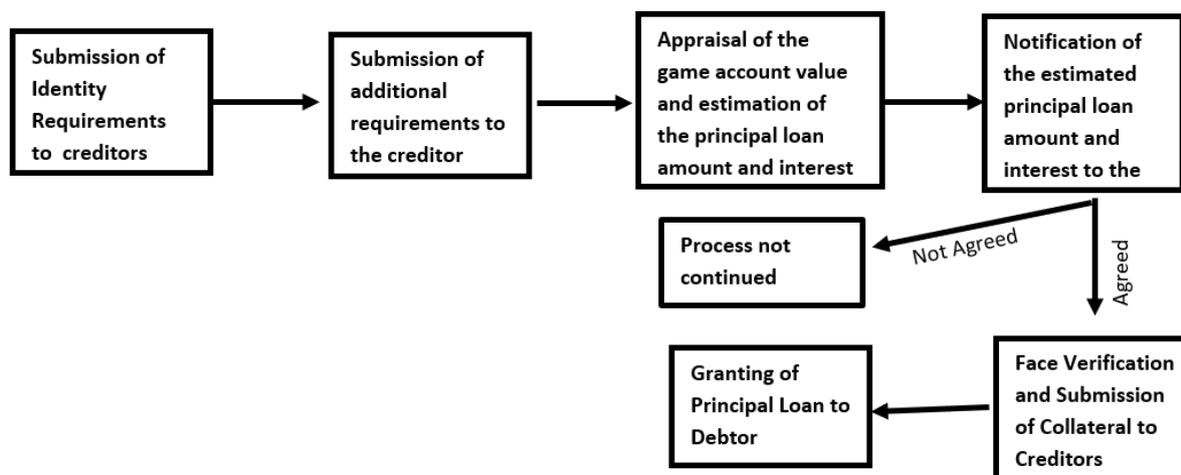


Figure 2. Flowchart of the Online Game Account Pawn Application Process

Once all the requirements have been met, the prospective debtor contacts the official StoreSintak admin by sending additional information in the form of a *screenshot* of their account. The admin (creditor) will assess the price and provide an estimate to the debtor. If the debtor agrees with the price and fee (interest) given by the appraiser, the debtor is required to send facial verification in the form of a photo of themselves to the admin. After the verification process, the loan will be disbursed to the borrower.

The scheme described above illustrates the comprehensiveness of the game account pawn system that is often used by pawnbrokers on social media. Electronic transaction systems such as game account pawn can change the market's stigma towards the value contained in games in the future. With the rapid development of the gaming world, it is not impossible that this phenomenon will spread to a larger market.

Analysis of the Problems of Online Game Account Pawnbroking within the Framework of Indonesian Security Law

Although there is promising economic potential in game account pawning and the guarantee of everyone's freedom to enter into agreements as mandated by Article 1338 of the Civil Code, there are several legal problems that pose challenges to the phenomenon of game account pawning. Referring to Article 499 of the Civil Code, accounts as collateral objects must meet the classification of property (*zaak*) that can be attached to ownership rights. According to Prof. Subekti, property (*zaak*) is anything that can be owned by a person. Meanwhile, according to Prof. Sri Soedewi Maschoen Sofwan, property refers to tangible and intangible items that produce enjoyment. Sri Soedewi also explains that items can be classified as movable and immovable, intangible and tangible.

Reflecting on Rachmadi Usman's opinion, the word "can" in Article 499 of the Civil Code emphasizes the possibility that at a certain time, "something" that does not yet have the status of a legal object may become a legal object as long as it meets the requirements of being enjoyable, under human control, tangible/perceptible, and having economic value. Therefore, it is necessary to analyze game accounts as objects.

Video games themselves can be classified as *virtual property*, which Fairfield simply defines as a series of codes created using computer systems and the internet that exist in the real world (Fairfield, 2005). Fairfield provides three categories of what can be considered virtual property, namely: Rivalrous, Persistent, and Interconnected Code. For this reason, it is important to first analyze the suitability of a player's online game account as virtual property.

Rivalrous or exclusive ownership rights that cannot be used by others. Game account owners have e-mails and passwords that only they know, but their accounts containing e-mails and passwords can be monitored and terminated by game developers if players are deemed to have violated the developers' terms and conditions (Putra & Yustiawan, 2024). In this case, the game account owner does not have exclusive rights, so rivalrous is not fulfilled.

Virtual property has a permanent or enduring nature, which is the meaning of Persistent. Permanent and fixed means that when the internet or computer system shuts down, the virtual property still exists. This is evident when an account is transferred from one device to another, as there is no change to the system and data of the account. However, when the game developer attempts to permanently shut down the game, the game account and its data will also disappear. Therefore, the author concludes that game accounts do not fulfill the Persistent nature.

The third requirement is that virtual property can be connected to other accounts and can influence other accounts, applications, and websites. Game accounts are linked to the developer, where the account must be registered on the developer's system via email and password, so that players can create a unique identification for their game account. From this, it can be said that game accounts fulfill the nature of interconnected code.

Along with that, video games as the basis for the creation of game accounts are in accordance with Article 40 paragraph (1) letter r of Law Number 28 of 2014 concerning Copyright, which are protected by copyright and form a single entity with the game developer (Mulya & Sutrisno, 2024). This provision is further reinforced by Article 16, paragraph (1) of the Copyright Law, which states that "*Copyright is an intangible movable object.*" Every game has a license agreement called an *End-User License Agreement (EULA)* to protect the copyright of the service developer. It can be concluded that every video game is an intangible movable object protected by the Copyright Law.

Meanwhile, game accounts as part of video games can be classified as movable and intangible objects if referring to Articles 1, 3, 4, and 5 of the ITE Law in conjunction with Article 16 paragraph (1) of the Copyright Law, because they can be transferred from one device to another. However, it is questionable whether accounts created using unique usernames and passwords owned by each user are attached to ownership rights.

If we look at several popular *online games* such as Mobile Legends, PUBG, and Genshin Impact, these property provisions are closely related to *the Terms of Service (ToS)* of each *game*. The Terms of Service (ToS) itself is a standard electronic agreement between the player and the developer that is legally binding in accordance with the provisions of Article 1 paragraph (17) of the ITE Law and Article 1338 of the Civil Code in conjunction with Article 1320 of the Civil Code regarding freedom of contract and valid terms of agreement. Without agreeing to the ToS, account owners cannot create game accounts, as stated in Moonton's ToS:

"These terms form a legally binding agreement between you and us. If you do not agree to these terms, do not play the game or access the services."

"Between you and Moonton, Moonton owns any and all rights, title, and interest in and to the services and any and all data and content made available in and through the services, including, without limitation, user accounts..."

From the above ToS provisions, it is understood that players only have the right to enjoy the services and have no inherent ownership rights. This means that there is no transfer of ownership rights from one player to another, because from the outset, the ownership rights to the account belong to the developer (Sari & Haryati, 2023a). Mobile Legends, through Moonton, states that players are prohibited from commercializing the services provided, including accounts. Similarly, Genshin Impact, through its ToS cognosphere, states

"You shall not transfer, share, or otherwise make your Account information available to third parties, nor use other User(s)' Account(s) at any time, including Selling and Transfers."

Ownership of *game* accounts as *virtual property* remains with the developer through an electronic agreement between the user and the game application developer based on Article 1, Number 2 of the ITE Law. Even so, the developer grants users the right to control and freedom to use the services in the game (Usman, 2016).

From the above analysis, it can be seen that there are several characteristics of property rights found in an account, such as the email and password owned by the game account user, so that the user has complete freedom to do anything with their game account. However, game accounts are not virtual property because game developers, through their ToS, only grant the right to use the game and not the right to own the account (Sari & Haryati, 2023b).

Referring to the results of the analysis above, it can be concluded that players are *bezitters*, i.e., persons who are given the right to control objects as if they owned them (game accounts), in accordance with the concept of *bezitter* in Articles 529-532 of the Civil Code. This occurs because the ownership rights to the object remain with *the developer*, so these property rights always follow the object (*droid de suits*). Although the account as an object is considered to always follow the owner wherever the account is used, the account itself is still under the ownership of the developer, so players do not have ownership rights in this case.

Shifting to the legal basis of guarantees, namely the Civil Code, we find the provisions on guarantees in Article 1131 of the Civil Code in the form of objects that exist because of a prior debt agreement. According to Ahmad Musadad, a guarantee is an object that serves as collateral for a debt agreement between a creditor and a debtor. Ricky Rustam emphasizes that there are guarantees that provide enjoyment and guarantees. Accounts can be said to provide enjoyment that is attached to the right of control for users, but accounts cannot be attached to guarantee rights because they are not attached to property rights that have the nature of *absolute* ownership rights (*ius in re*).

Even so, it is important to analyze the compatibility of the phenomenon of game account pawn with existing collateral law principles, considering Sri Soedewi's emphasis that an item cannot be separated into objects and rights alone, but it is necessary to pay attention to future legal developments. According to Sri, property provisions will continue to change in line with societal changes. If game accounts have economic value, are under human control, and are tangible/intangible, they may be recognized as property in the future, but whether accounts can be encumbered with security rights is a question that must be answered.

Security is bound by the principles and foundations contained in security law. These principles and foundations provide a classification for an object and an agreement to be valid under the Security Law. Security arises from the existence of a debt

obligation as stipulated in the principle of *accessory*. The basis of the obligation contained in the provisions of Article 1320 of the Civil Code requires that a valid agreement consist of an agreement between the parties, competence, a specific subject matter, and a lawful cause. All four conditions must be fully met.

In the case of a pledge agreement between the guarantor and the recipient of the guarantee, these four elements must be contained in both objective and subjective terms. Considering that the ownership rights are still based on the developer, the player as the (*bezziter*) does not have the right to transfer ownership, thus implying that the objective element, namely the lawful clause, is not fulfilled because, legally, the title to the object is not valid, and the object is not for sale and/or transfer to anyone as stated in the ToS.

This is based on Article 1, paragraph 2, Number 19 of 2016 concerning the ITE Law, which states that an electronic contract is any agreement contained in electronic media (Ekel, 2024). From this, it can be seen that the ToS agreement between the player and the developer is a contract that binds the parties in accordance with Article 18 of Law Number 19 of 2016 concerning ITE. This is a manifestation of the initial electronic contract between the player and the developer through the ToS agreement. It can be concluded that the game pawn agreement between the collateral recipient and the collateral provider is null and void, because there is an initial agreement that is still valid for the developer and the account user.

Next, these elements will be analyzed using the scheme offered in game account pawnbroking. First, the pawn provider/recipient is a person/legal entity. Here, the recipient of the account pawn is mostly an individual, and the owner of the online game account, as the collateral provider, is also mostly an individual. Second, there is a loan between the account owner and the collateral provider (debt and credit). Game account pawn. Through this analysis, it can be concluded that it has fulfilled the subject and object elements in pawn.

Next is the compatibility of account pledging with the *Inbezitstelling* Principle. Salim HS explained that this principle requires the power over the object to be transferred or held by the pawnbroker, as stipulated in Article 1152 of the Civil Code. In the phenomenon of *account pawn*, the object, which is a game account, is under the control of the online game account pawn recipient after the process of providing the email, password, and the recipient can log into the online game account that has been agreed upon as collateral.

The *Verbon van Genot* principle explains that there is a prohibition for the recipient of the pledge/lender to utilize the collateral. In Article 1157 of the Civil Code, the pledgor is obliged to care for and maintain the collateral under their control so that there is no decline in price, so it is not permissible to use the pledged object. In the phenomenon of game pawning, it is known that the recipient of the pawn may use the online game account by playing it. In this case, the online game account pawn scheme still does not meet the principle of *verrbond van genot*.

The underlying problem is the lack of legal protection for parties who have a game account pawn agreement. Pawn recipients risk suffering losses when the account used is hacked or banned, and the collateral provider does not guarantee to maintain and return the account. The initial agreement does not meet the elements of a valid agreement, and the incompatibility of the characteristics of the game account pawn with collateral law results in a lack of legal protection for the parties. Another important issue is that it is almost impossible to execute on problematic collateral. The only mitigation measures that can be taken are limited to finding proven safe and preemptive pawn recipients and blacklisting the identities of harmful guarantors.

There are also material problems with game accounts, namely that game accounts can be owned by an individual, while the ownership of the game account itself remains with the developer, not the player. Second, economic value, in this case, can be estimated in monetary terms. Until now, it has been very difficult to determine the value of a game, even though there are interpretations of uniqueness and scarcity. However, these interpretations are considered insufficiently comprehensive to determine the economic value of a game account, so there is no certainty regarding the formal value of a game account. Third, the collateral automatically becomes the property of the collateral recipient when the debtor defaults, which certainly does not reflect the principle of pawnbroking, whereby the goods must first be auctioned.

Based on the above description, online game accounts used as collateral contain a number of significant legal issues. Although the pawn scheme fulfills the formal elements of pawn, such as the existence of a pawn provider and recipient, the existence of a loan, and the transfer of the pawn. However, when analyzed in terms of the principles of security law, this pawn scheme is not entirely valid because it does not fulfill the principles contained in the Law of Obligations, Security Law, or Pawn Law.

CONCLUSION

It can be concluded that online game account pawn activities are contrary to the principles contained in Indonesian Civil Law. Based on the above description, an online game account pawn used as collateral contains a number of significant legal issues. Although the pawn scheme fulfills the formal elements of pawn, such as the existence of a pawn provider and recipient, the existence of a loan, and the transfer of the pawn. However, upon deeper analysis, the pawn scheme is invalid because it does not comply with the principles contained in the Law of Obligations, the Law of Security, and the Law of Pawn. This can have an impact on online game account pawn activities that are not in line with existing laws and regulations in Indonesia. Therefore, regulations are needed that specifically govern activities related to online game account pawn in Indonesia, such as the latest regulations related to electronic contracts related to account pawn activities, in order to create certainty. The hope is that after there are specific regulations governing online game account pawn activities, such activities can be limited and minimized.

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