

The Position of Agreements Made by Minors in Game Top-Up Transactions as Reviewed by Law Number 1 of 2024 Concerning Electronic Information and Transactions

Aswandi Humonggio¹, Nirwan Junus², Nurul Fazri Elfikri³

^{1,2,3} Faculty Of Law, Law Study Program, Gorontalo State University
Email: humonggiowandi@gmail.com

This study analyzes the position of agreements made by minors in game top-up transactions, as reviewed by Law Number 1 of 2024 concerning Electronic Information and Transactions (ITE Law) and the Civil Code (KUHPerdata), amidst the rise of digital transactions involving legally incompetent parties, such as the UniPin case worth IDR 800,000. The problem formulation focuses on the formal validity of electronic contracts based on Article 18 paragraph (1) of the ITE Law versus the substantive requirements of legal competence (Article 1320 in conjunction with Article 330 of the Civil Code), with the aim of examining the implications of the vernietigbaar agreement. This research is normative juridical in nature, using a legislative and conceptual approach, with primary data sources in the form of the ITE Law, the Civil Code, and the Child Protection Law No. 35 of 2014; secondary data includes civil law literature, journals, and platform documents. Data collection was conducted through a literature study of the BPHN and JDIH databases, analyzed qualitatively and descriptively using the legal weight method to assess the hierarchy of norms. The results of the study show that digital agreements by minors are formally valid but subjectively flawed, so they can be canceled by guardians through the courts for restitutio in integrum. The conclusion recommends age verification and parental consent regulations on PSEs to synchronize cyber-civil law.

Keywords: Electronic Agreements, Minors, Legal Competence

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Corresponding Author:

Aswandi Humonggio
Faculty Of Law, Law Study Program, Gorontalo State University
Boalemo Regency, Gorontalo
humonggiowandi@gmail.com

1. Introduction

The rapid development of information technology has created a new information infrastructure that enables internet data access services. As a result, users can enjoy efficiency, alternative spaces, and unlimited choices for various activities, including business. This appeal has encouraged many users of traditional business transaction methods to switch to electronic systems. With the development of sustainable information technology, work systems and automatic processing will become more efficient and faster [1]. The emergence of internet technology has had a significant impact on the contemporary economy [2]. The new phase of the current economic landscape, commonly referred to as the digital economy, provides unprecedented opportunities for more efficient and effective trading methodologies for individuals [3]. In the past, traditional trading practices were mostly conducted in person, requiring agreements between vendors and buyers [4]. In the context of the digital economy, facilitated by internet technology, geographical distance seems to be a negligible barrier to the execution of these sales and purchase contracts. In response to these evolving challenges, the Indonesian government has enacted Law No. 1 of 2024, which outlines a regulatory framework for Electronic Information and Transactions.

The Director of Informatics Empowerment, Directorate General of Informatics Applications, Ministry of Communication and Informatics of the Republic of Indonesia, reported that electronic commerce, particularly digital contracts, has experienced rapid growth in Indonesia, with an increase of 78 percent, the

The Position of Agreements Made by Minors in Game Top-Up Transactions as Reviewed by Law Number 1 of 2024 Concerning Electronic Information and Transactions. Aswandi Humonggio et al

highest in the world. Based on projections from the Indonesian Internet Service Providers Association (APJII), the number of internet users in Indonesia is estimated to reach around 139 million by 2025. If 30 percent of these users are involved in e-commerce transactions, the total number of individuals participating in online commerce will be around 42 million. Furthermore, assuming that every transaction has the potential to cause disputes, an estimated 4.2 million dispute cases could arise. This situation underscores the urgent need for dispute resolution mechanisms that are not only fast and effective but also efficient, especially given Indonesia's vast geographical spread, which often separates the parties involved [5].

Based on Article 18 paragraph (1) of the Electronic Information and Transaction Law, every transaction carried out electronically and set forth in an electronic agreement is binding on the parties concerned. However, such an electronic agreement is only considered valid if it meets the general provisions for the validity of an agreement. Such provisions are contained in Article 1320 of the Civil Code, which stipulates several essential elements required for the formation of a legally binding agreement, namely[6]:

Based on Article 1320 of the Civil Code, four important elements determine the validity of an agreement [7]:

- a. mutual agreement between the parties;
- b. legal capacity to enter into a contract;
- c. a specific and definite object; and
- d. a lawful cause.

In legal doctrine, the first two elements of agreement and capacity are generally classified as subjective requirements, while the latter two elements of objective capacity and lawful cause are identified as objective requirements. In principle, Article 1320 assumes that an agreement is formed when both parties meet, express their consent, and then ratify it through an agreement. However, the framework of electronic contracts changes this conventional understanding. Because the parties to the agreement do not interact directly, difficulties in proving the agreement often arise when disputes occur [8].

One of the most crucial challenges concerns competence. Online transactions may involve individuals who are not legally competent, such as minors, and identity verification in the digital realm is fundamentally problematic. Similarly, the requirement of mutual consent is controversial, as its implementation through electronic means raises questions about the suitability of traditional contract doctrine in the virtual world. As a result, the application of established legal principles requires critical reassessment and possible adaptation in order to remain effective in the dynamics of electronic commerce.

This capacity requirement is strongly embedded in Article 1320 of the Burgerlijk Wetboek (Civil Code), particularly the second element, which must be read in conjunction with Article 330 of the Civil Code. This article stipulates that a person is considered an adult and thus legally competent when they have reached the age of 21 or when they are married. Minors in Indonesia are generally defined as persons under the age of 18 according to the Child Protection Law, but in the Marriage Law, the Juvenile Justice Law, and the Civil Code, the definition of a minor may differ in the context of family law or criminal justice. The status of a child is determined based on the relationship with their parents and can be established through court recognition. In agreements, minors cannot act without the consent of their guardian or parents because they are considered to lack the maturity to do so [9].

Based on the Law and Regulations, minors are [10]:

- a. Child Protection Law (Law Number 23 of 2002, amended by Law Number 35 of 2014) Defines a child as a person under the age of 18, including unborn children.
- b. Marriage Law (Law No. 1 of 1974) Children born outside of a legal marriage, whether recognized or not, have a civil relationship with their mother and her family, and are entitled to the rights of their

The Position of Agreements Made by Minors in Game Top-Up Transactions as Reviewed by Law Number 1 of 2024 Concerning Electronic Information and Transactions. Aswandi Humonggio et.al

father if it can be proven scientifically or by other means of evidence, such as living expenses, birth certificates, and inheritance.

- c. Child Court Law (Law No. 3 of 1997) Regulates that children under the age of 18 can be brought to a child court, but not for more than 8 years.

Global advances in digital technology have created substantial challenges in the regulation of digital contracts, especially when those contracts involve minors. Many digital platforms often provide products and services to children without adequate parental supervision. This situation raises significant legal concerns regarding the validity and enforceability of contracts made by minors, especially in the context of cross-border transactions, where legal systems often differ in their approach to child protection [11].

Based on PayPal's research, Indonesian e-commerce players are still dominated by teenagers, with 42% of e-commerce players aged 21-30 years. 38% of salespeople are between 31 and 40 years old, and 11% are over 41 years old. In fact, research found that around 9% of sellers under the age of 20 are still students. This raises serious issues regarding digital transactions carried out by minors, who legally do not yet have full capacity to enter into valid agreements. This situation poses legal risks such as transaction cancellations, lack of consumer protection, and potential abuse in online buying and selling processes involving minors without adequate supervision.

Electronic contracts in online transactions (e-commerce), such as in a contract clause provided by the top-up platform for online games, UniPin: "If you are under 18 years of age (or the equivalent minimum age in the relevant jurisdiction), we require you to obtain permission from your legal guardian to register for an account, and that guardian must agree to these Terms and Conditions. If you are the legal guardian of a minor who registers for an Account, you must accept these Terms and Conditions on behalf of the minor and you will be responsible for all use of the Account, including any transactions made by the minor, whether the minor's account is opened now or created later, and regardless of whether the minor is supervised by you during use of our Products."

This is UniPin's attempt to protect itself from legal risks and show that it has made an effort to meet the requirements of competence. However, in practice in the digital world, UniPin as a marketplace does not have absolute verification tools to ensure that children who register have actually obtained parental consent. They only rely on declarations from users. If a child registers secretly, UniPin is not actually aware of this lack of capacity. Nevertheless, according to the law, the fact that the party entering into the agreement is a subject without capacity still makes the agreement voidable (*vernietigbaar*).

Examples of online purchase and sale transactions (e-commerce) illustrate the lack of legal certainty that can serve as a basis and verification of whether account holders under the age of 17 have indeed obtained consent from their parents or guardians. Furthermore, if an e-commerce transaction has been agreed upon by the buyer and seller, but the buyer provides false identity, the seller, as a business entity, may receive legal protection, given the inaccurate information provided by the buyer. In addition, the legal implications of online transactions differ from those of direct sales. Therefore, ensuring that potential buyers meet the legal prerequisites for agreements in e-commerce transactions is much more complex than in direct sales scenarios.

This situation is exemplified by a widely reported incident, in which an elementary school child purchased a game voucher worth Rp 800,000, prompting the child's parents to notify law enforcement (the police) about the issue. In a 4-minute and 28-second video, the child's parents reprimanded and demanded a refund from the minimarket cashier after their son topped up his online game with the aforementioned amount. Prior to this, the child had been involved in the process of obtaining vouchers or topping up online games through an employee at an Indomaret store located in the Simalungun Trade area, North Sumatra.

The Position of Agreements Made by Minors in Game Top-Up Transactions as Reviewed by Law Number 1 of 2024 Concerning Electronic Information and Transactions. Aswandi Humonggio et.al

The video shows the boy's father recording and lecturing the male supermarket clerk, demanding accountability for the cashier's response regarding the refund. The father insisted that minors were not allowed to make online game top-up purchases worth Rp 800,000. According to the video shared on YouTube, it was revealed that the minor purchased an online game voucher through the digital product top-up platform, UniPin, and completed the payment transaction through the convenience store. However, the father remained dismissive, continuing to pressure the cashier to refund the online game top-up that his son had spent. The convenience store clerk, wearing a blue uniform, made several attempts to explain to the boy's parents that the issue was beyond their jurisdiction. He suggested contacting UniPin for complaints related to the transaction, but the father ignored this advice. At the end of the video, a woman's voice, possibly the father's wife, stated that the matter would be escalated to the authorities. Seeing this problem, and considering the rapid development of technology, the protection of children's rights in the digital space has become an urgent legal challenge. This case emphasizes the importance of establishing a more comprehensive regulatory framework to prevent legal uncertainty and provide more optimal protection for vulnerable parties in digital economic activities [12].

Along with this, rapid technological developments and increased online trading activities involving minors have given rise to complex legal challenges, particularly in relation to the protection of children's rights. Several countries, such as Germany, have responded to these conditions by enacting strict and comprehensive regulations, including provisions on age limits, contract validity, and personal data protection, in order to ensure effective protection for children in the digital space. In contrast, Indonesia still faces various limitations in its regulatory framework, particularly with regard to regulating children's participation in online transactions, where protection mechanisms are still inadequate.

Given the various challenges presented, there is an urgent need to initiate a comprehensive examination from a legal perspective of the issues at hand. This need is becoming increasingly relevant with the emergence of diverse social dynamics that impact family bonds, particularly the inadequate supervision that parents provide to their children. Such neglect often results in unintended financial consequences due to children's excessive involvement with the Internet and the unauthorized use of their parents' e-commerce accounts.

2. Literature Riview and Problem Statement

Electronic agreements made by minors in game top-up transactions cause tension between formal recognition in Law Number 1 of 2024 concerning Electronic Information and Transactions (ITE Law) and the subjective validity requirements of Article 1320 paragraph of the Civil Code (KUHPERDATA), particularly legal capacity as stipulated in Articles 330 and 1330 of the Civil Code. Civil contract theory emphasizes that violations of subjective requirements such as legal capacity result in a *vernietigbaar* (voidable) agreement, not an absolute void agreement, so that the child's guardian has the authority to demand cancellation through the court for *restitutio in integrum*. Previous research, such as the legal analysis of e-commerce transactions by children, shows that digital platforms often fail to verify age, even though the principle of functional equality in the Electronic Information and Transactions Law (ITE Law) recognizes the legal force of electronic documents.[13]

Although Article 18 paragraph (1) of the ITE Law states that electronic agreements are binding, integration with Law Number 35 of 2014 concerning Child Protection and Law Number 8 of 1999 concerning Consumer Protection reveals regulatory loopholes in cross-border digital transactions involving incompetent subjects. A comparative study highlights that the lack of synchronization between cyber law norms and civil law creates legal uncertainty, where agreements made by children are considered formally

valid but substantially flawed, requiring the intervention of a guardian or age verification arrangements by electronic system operators. This loophole is evident in the case of an Rp800,000 UniPin top-up by an elementary school child, where the lack of a parental consent mechanism weakens the protection of vulnerable consumers.

Based on the above literature review, there is a discrepancy between the formal recognition of electronic agreements in the ITE Law and the legal capacity requirements in the Civil Code, which causes legal uncertainty in game top-up transactions by minors. The research question is: What is the position of agreements made by minors in game top-up transactions as viewed from Law Number 1 of 2024 concerning ITE and the Civil Code, particularly in relation to formal versus substantive validity and the implications of *vernietigbaar*?

3. Method

This study uses a normative approach with a legal perspective to analyze the status of agreements made by minors in game top-up transactions [14], as reviewed in Law Number 1 of 2024 concerning Electronic Information and Transactions (ITE Law) and the Civil Code (KUHPerdata). The statute approach and conceptual approach are applied to compare the formal norms in the ITE Law which recognizes the binding force of electronic contracts based on Article 18 paragraph (1) with the substantive validity requirements of agreements in Article 1320 of the Civil Code in conjunction with Article 330, particularly the element of legal competence of children under the age of 21 or unmarried. Primary data sources include the ITE Law, the Civil Code, and Law No. 35 of 2014 concerning Child Protection, while secondary data includes civil law books, legal journals, court decisions related to child contracts, and platform documents such as UniPin's terms of service.

The data analysis is descriptive and qualitative in nature, systematically describing the legal facts to identify inconsistencies between the formal norms of the ITE Law and the substantive requirements of the Civil Code. The main technique is the legal weighting method, which assesses the relative weight of norms based on hierarchy, conceptual consistency, and relevance to the UniPin top-up case worth IDR 800,000. This process involves interpreting the gradation of norms from specific to general laws to conclude the implications of *vernietigbaar* and recommendations for the synchronization of cyber-civil law, without empirical field elements.

Data collection was conducted through library research from official legal databases such as the National Law Development Agency (BPHN) and the Legal Documentation and Information Network (JDIH), with descriptive qualitative analysis using the legal weighting method [15]. This method allows for the assessment of the hierarchy of norms to determine the legal implications of a *vernietigbaar* (voidable) agreement due to a violation of the subjective condition of competence, as illustrated in the case of a UniPin top-up worth IDR 800,000 by an elementary school child. This approach is in line with the journal's character of conceptual legal analysis without empirical field data collection, thus ensuring legal certainty in the dynamics of digital transactions involving incompetent parties.

4. Results and Discussion

The Position Of Agreements Made By Minors In Game Top-Up Transactions As Reviewed By Law Number 1 Of 2024 Concerning Electronic Information And Transactions

Online buying and selling activities through the internet or e-commerce platforms offer convenience and time efficiency for people in conducting transactions. These processes can take place in various situations and locations, and can be accessed by all groups, including individuals who are still underage [16]. The

The Position of Agreements Made by Minors in Game Top-Up Transactions as Reviewed by Law Number 1 of 2024 Concerning Electronic Information and Transactions. Aswandi Humonggio et.al

nature of online buying and selling is open so that it can be accessed by everyone. For example, there was a case of a minor who successfully purchased a game voucher worth IDR 800,000 through the UniPin top-up platform and made a cash payment at a minimarket cashier. Sales and purchase transactions through digital platforms carried out by individuals under the age of adulthood have a high level of vulnerability. To date, the Indonesian legal system has not provided civil regulations that specifically set age limits for legal competence in the context of e-commerce and e-contracts. The Electronic Information and Transactions Law also does not contain norms regarding the criteria for legal competence to perform legal actions, even though this instrument is one of the main references in the regulation of digital-based agreements [17].

Online transactions conducted by minors can, in principle, be considered valid as long as they do not cause disputes, do not cause losses to other parties, and meet reasonable needs. However, this condition changes if the transaction results in problems that cause losses to other parties, such as material losses of IDR 800,000 to the parents, thereby complicating the settlement process because the transacting party is a child who is not legally competent. An agreement can only be recognized as valid if the object and content of the transaction agreed upon are in line with the provisions of laws and regulations and do not conflict with applicable legal norms [18].

The basis for the recognition of digital agreements in Indonesia is firmly rooted in Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions. This regulation adopts the principle of functional equivalence, which explicitly grants equal legal status to electronic documents and paper documents, and recognizes Electronic Information and Electronic Documents as valid legal evidence. The validity of Electronic Contracts is explicitly guaranteed by Article 18 paragraph (1) of the Electronic Information and Transactions Law, which stipulates that Electronic Transactions set forth in Electronic Contracts are binding on the parties. This provision serves as the formal basis that every legal action carried out through an electronic system receives legal protection and certainty. In the case of UniPin top-ups, these transactions are formally considered valid and binding under the Electronic Information and Transactions Law [19].

There is a dualism of interpretation that needs to be critically examined. Literally, an opposing argument can be made that the digital agreement is formally valid based on the perspective of the Electronic Information and Transaction Law. This argument is based on the fact that the Electronic Information and Transaction Law, as the legal umbrella for digital transactions, explicitly recognizes that electronic contracts have legal force and are binding (the principle of functional equivalence). Furthermore, the Electronic Information and Transaction Law and its derivative regulations (Government Regulation on the Implementation of Electronic Transaction Systems) currently do not have articles that explicitly prohibit or limit the minimum age for subjects to conduct monetary electronic transactions. This absence of explicit norms can be interpreted as formal legitimacy for Electronic System Operators (PSE), such as UniPin, and minimarkets as their payment agents, to consider the electronic contracts they organize as fulfilling the requirements of a valid form. This means that, from this perspective, the purchase of a Rp 800,000 game voucher by a child is considered valid and binding because there is no explicit prohibition in the applicable modern regulations (Basani dkk., 2025).

Arguments that reject the applicability of contractual terms in digital transactions need to be re-examined in light of the fundamental principles of civil law, which have a historical position in the Indonesian legal system. Although the ITE Law provides a legal basis for electronic agreements, this regulation does not stand as the sole reference in assessing the validity of agreements. The law focuses more on formal aspects such as procedures and evidence, while the assessment of the fulfillment of the elements of a valid agreement still refers to the provisions of contract law in the Civil Code. Even though UniPin top-up transactions are carried out through digital media, their fulfillment of the requirements for a valid agreement

must still refer to the general civil law system. The provisions regarding the validity of electronic sales agreements (e-commerce) are essentially identical to the provisions on conventional sales as stipulated in Article 1320 of the Civil Code. The only difference between the two forms of sales is the means used. Article 1320 of the Civil Code stipulates four cumulative requirements that must be met for an agreement to be declared valid [21]:

a. Agreement between the parties

This condition is the initial foundation for the formation of an agreement, which is marked by the existence of an agreement between the parties regarding the substance of the agreement. In UniPin voucher transactions, an agreement arises when the child, as the buyer, requests a top-up code and makes a payment, while the minimarket, as the processing agent, accepts and executes the transaction. The agreement is only considered valid if it is not tainted by elements of negligence, coercion, or fraud as stipulated in Article 1322 of the Civil Code. If one of these elements influences the process of forming the agreement, then the agreement can be canceled. In the context of online sales, an agreement is formed when the seller displays the goods and prices on a digital platform, the buyer selects the desired goods, and the system records the order, which is usually followed by confirmation from the seller.

b. Legal capacity of the parties.

Based on Article 330 of the Civil Code, a person is considered legally competent if they are 21 years of age or older or are married. The requirement of legal capacity stipulates that only those who meet these criteria can enter into an agreement. In the case of the purchase of vouchers by minors, the element of legal capacity is clearly not met. Article 1330 of the Civil Code also emphasizes that parties who are not legally competent to enter into agreements include minors, persons under guardianship, and certain parties who are restricted by law from entering into agreements:

c. A specific matter

A contract must have a clear, specific, and determinable object, as stipulated in Article 1333 of the Civil Code. This object is the core of the agreement between the parties. In conventional transactions, the object can be seen directly, while in online transactions the object is usually displayed in the form of an image or description before being accepted by the buyer after the delivery process. In the context of purchasing a UniPin voucher, the object of the agreement has fulfilled the element of "a specific thing" because the value and type of voucher, namely IDR 800,000, has been clearly determined.

d. A lawful cause

Every agreement must have a purpose that does not conflict with the law, public order, or morality as stipulated in Article 1337 of the Civil Code. The purchase of game vouchers as in this case does not violate any legal provisions, so the element of lawful cause is fulfilled.

These four fundamental elements are basically arranged into two broad categories. First, the category of subjective requirements, which are requirements relating to the parties entering into the agreement, including the elements of agreement and legal capacity. Second, the category of objective requirements, which are requirements attached to the object of the agreement, consisting of a clear object and a cause that is justified by law.

Many legal scholars use this distinction between the two categories as the basis for determining whether an agreement is void ab initio or voidable. A void agreement is considered invalid from the outset, so it is deemed to have never given rise to any legal relationship. Conversely, voidable agreements still have legal consequences from the time they are made, but can be annulled if the authorized party files a request for annulment; if such a request is not filed, the agreement remains binding [22].

The doctrine that has developed in Indonesian legal literature generally asserts that failure to meet objective requirements results in legal nullity. Conversely, violation of subjective requirements does not automatically render the agreement null and void, but rather places it in a position where it can be canceled. The situation that occurred in the case of game voucher top-ups through Unipin is an example of a violation of subjective requirements related to competence, so that the agreement is still considered valid as long as it is not canceled by a judge's decision at the request of the interested party.

Agreements that do not meet subjective requirements generally occur due to the absence of a valid agreement or one of the parties not having legal competence. Subekti explained that agreements that do not have a specific object are basically unenforceable because it is unclear what the parties have promised, and such conditions can be assessed directly by a judge.

Every agreement must meet the provisions of Article 1320 of the Civil Code. If one of these requirements is not met, the agreement will not be recognized by law even if the parties agree to it [23]. The agreement remains binding on those who made it, but if a denial occurs at a later date, triggering a dispute, the judge has the authority to declare the agreement void or cancel it. This is the basis for the parents' claim, with the main objective being the return of funds from the platform or entity that received the transactional benefits, namely UniPin.

The main concern in the context of electronic contracts entered into by minors lies in the second subjective condition, namely legal competence (*Bekwaamheid*). Article 1320 of the Civil Code must be read in conjunction with Article 330 of the Civil Code, which clearly defines that legal subjects who are considered incapable of entering into contracts are those who have not reached the age of 21 and are not married. This principle serves as legal protection, assuming that children do not yet have the mental maturity to fully understand the legal implications of the transactions they carry out, including economic risks and obligations. The law places children under the authority of their parents (*ouderlijke macht*). The purchase of a Rp 800,000 game voucher by a minor clearly shows that the child did not understand the economic implications of their legal actions [24].

The legal incompetence of minors is reinforced by other sectoral legislation. The Child Protection Law of 2014 defines a child as any person under the age of 18, which implicitly indicates the need for extra protection in all aspects of life, including digital financial transactions. This protection is expanded by Article 6 of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which guarantees consumers' rights to security and safety in transactions, a principle that is particularly relevant when electronic system operators (PSE) interact with children as vulnerable subjects. In addition, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) also demands good faith from electronic system operators, which in this context means that they must strive for adequate verification to ensure that transactions are carried out by competent subjects. The requirement of good faith is more directed at UniPin to have a strict verification system or nominal limits for payments made by parties who are potentially legally incompetent. Minimarket cashiers, as payment partners, only carry out procedures agreed upon by UniPin, so the main responsibility for the validity of the contract remains with the electronic system operator.

The presence of a minor as a party to the transaction constitutes a violation of the subjective requirements of Article 1320 of the Civil Code, namely legal competence. The legal implication is that the Electronic Contract remains legally binding and valid until an authorized party, namely a parent or guardian, files a request for cancellation with the Court. This is key in assessing the legal position of digital agreements involving minors, namely that their legal position is weak and imperfect. The parents' initiative to demand a refund is an attempt to initiate the cancellation of the transaction.

The position of children who have not yet reached adulthood essentially means that they do not fully understand the consequences of their actions, so parental involvement in the form of supervision and guidance is crucial. Online transactions carried out by minors, such as the purchase of vouchers worth IDR 800,000, have legal implications because they do not meet the subjective elements of a valid agreement, resulting in the contract having weak binding force. Agreements made by parties who are not legally competent can, in principle, be requested to be canceled by other parties who have suffered losses. This condition arises because the validity of electronic contracts involving children as one or both parties is contrary to legal provisions regarding competence in agreements. The contract is still considered valid and binding, as long as no party objects to the non-fulfillment of the validity requirements. The electronic agreement must be carried out as agreed by the parties. Meeting the age of majority requirement is still considered essential to ensure legal certainty in transactions in the electronic trading system.

The legal consequence of not fulfilling this competency requirement is that the agreement can be revoked (*vernietigbaar*), not null and void. This means that the transaction to purchase the Rp 800,000 voucher cannot be considered fully valid, but it remains binding on the parties (the child/guardian and the seller) until one of the parties files a claim for revocation. The party entitled to file for annulment is the parent or guardian of the child who has suffered loss. If the claim for annulment is granted by the court, the agreement is deemed never to have existed (*restitutio in integrum*), and UniPin, as the recipient of the payment, must return the Rp 800,000 to the parents.

Based on the author's analysis from a formal aspect based on the 2008 Electronic Information and Transaction Law, the digital agreement for the purchase of game vouchers is in principle considered valid because it has met the requirements as an electronic contract that is recognized as having legal force. The Electronic Information and Transactions Law recognizes the validity of transactions conducted electronically, so that in terms of medium and form, the agreement has been fulfilled. However, the formal validity guaranteed by the Electronic Information and Transactions Law cannot stand alone and must always be referred back to the essential requirements of civil contract law. The substantive position of the agreement must still refer to Article 1320 of the Civil Code, particularly regarding the subjective requirements of the parties' legal capacity, even if it is valid electronically.

Referring to the Civil Code, the position of a digital agreement made by a minor is basically completely invalid and does not have full legal force. Failure to meet the legal capacity requirements (Article 1320 paragraph 2 in conjunction with Article 1330 of the Civil Code) renders the agreement legally defective and subject to cancellation (*vernietigbaar*) by the parents/guardians. This legal consequence clearly explains that agreements made by minors are considered null and void if made without the permission or representation of their legal parents/guardians. Agreements made by children without the involvement of their parents/guardians are considered invalid and do not give rise to valid contractual obligations in a strict legal context. The child's parents have a strong legal basis (the capacity requirement under the Civil Code) to demand the cancellation of the Rp 800,000 transaction from UniPin, as the party responsible for conducting the transaction.

5. Conclusion

The legal validity of digital online game top-up transactions remains ambiguous in the ITE Law (including Law No. 1 of 2024) due to the absence of regulations on the minimum age of users conducting electronic transactions. The mechanism of the agreement must ultimately refer to the validity requirements of agreements in Articles 1320 and 1330 of the Civil Code, which emphasize legal competence as an absolute element. The act of a child purchasing digital items without parental guidance or consent renders the

contract legally invalid or voidable (vernietigbaar). Parents have a central position as legal guardians who have the authority to demand the cancellation of such transactions in order to protect the property rights of their children and families, given that without the guardian's permission, the child's legal actions are considered invalid under civil law. The government, through the Ministry of Communication and Digital Affairs, needs to immediately formulate technical regulations that require age verification standards and parental consent for every game top-up transaction above a certain amount. Synchronization between cyber law and civil law is key to ensuring legal certainty and preventing disputes that could harm either party in the future.

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