

ABSTRAK

Penelitian ini membahas penerapan asas kebebasan berkontrak dan prinsip keadilan dalam ketentuan layanan ("*terms of service*") pada game online Garena Undawn. Penelitian ini menyoroti salah satu klausula baku dalam "*terms of service*" Garena Undawn yang memungkinkan perubahan harga sepihak oleh pelaku usaha, yang dinilai bertentangan dengan Undang-Undang Perlindungan Konsumen. Penelitian ini bertujuan untuk memberikan pemahaman hukum serta perlindungan bagi konsumen dalam transaksi digital, khususnya dalam *game online*. Penelitian menggunakan metode yuridis normatif dengan pendekatan deskriptif analisis, penelitian mengkaji ketidakseimbangan hak dan kewajiban antara penyedia layanan dan pengguna. Hasil Penelitian ini menunjukkan adanya pelanggaran terhadap prinsip keadilan terhadap hak dan kewajiban antara pelaku usaha dan pengguna serta terjadinya pelanggaran asas kebebasan berkontrak dalam kontrak "*terms of service*" terhadap Undang-undang Perlindungan Konsumen, oleh sebab itu perlindungan hukum preventif dan represif sangat dibutuhkan dalam hal ini.

Kata Kunci: asas kebebasan berkontrak, prinsip keadilan, terms of service, kontrak baku, perlindungan konsumen.

ABSTRACT

This study explores the application of the principle of freedom of contract and the principle of fairness in the terms of service of the online game Garena Undawn. It focuses on a standard clause that allows the business operator to unilaterally change prices, which is considered to contravene the Indonesian Consumer Protection Law. The objective of this research is to provide legal insights and enhance consumer protection in digital transactions, particularly within online gaming. Using a normative juridical method and a descriptive-analytical approach, the study examines the imbalance of rights and obligations between service providers and users. The findings indicate violations of the fairness principle concerning the rights and obligations of business actors and users, as well as breaches of the freedom of contract principle in the terms of service, inconsistent with the Consumer Protection Law. Therefore, both preventive and repressive legal protections are deemed essential in addressing this issue.

Keywords: *Freedom of contract, principle of justice, terms of service, standard contract, consumer protection*