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The Death of the First-Sale Doctrine in Digital Game Distribution: A Legal Analysis of Steam Account Ownership and Inheritance

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ABSTRACT

The shift from physical to digital game distribution on platforms like Steam creates an "illusion of ownership," systematically stripping consumers of traditional property rights. This paper aims to analyze the legal standing of digital game licenses under Indonesian Civil Law and the Electronic Information and Transactions Law (UU ITE), and to evaluate consumer protection against exoneration clauses within the Steam Subscriber Agreement. This study employs a normative legal research method, utilizing statutory and conceptual approaches. The findings reveal that while digital assets are recognized as economic entities under the UU ITE, Steam's adhesion contracts reduce them to revocable, non-transferable licenses. This construction circumvents Book II of the Civil Code and completely nullifies the First-Sale Doctrine. Furthermore, Steam's exoneration clauses explicitly violate Article 18 of the Consumer Protection Law, triggering a severe legal vacuum regarding unilateral asset confiscation and digital inheritance. The paper concludes that passive reliance on individual litigation is fundamentally inadequate. The Indonesian government must optimize the mandatory Private Electronic System Provider (PSE) registration to enforce compliance with national consumer protection laws and safeguard digital sovereignty.

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1. INTRODUCTION

The global video game industry has undergone a fundamental paradigm shift over the past decade, evolving from a niche entertainment sector into a massive digital economy. The distribution model, which historically relied on the absolute ownership of tangible physical media such as ROM cartridges, optical discs, or Blu-rays is now heavily dominated by digital distribution systems tightly controlled by Digital Rights

Management (DRM).[1] Third-party digital storefronts and platforms like Steam (operated by Valve Corporation) have positioned themselves as the primary, and often unavoidable, ecosystem for consumers worldwide, including a massive and growing demographic in Indonesia, to acquire, store, and play video games. While this technological shift brings massive economic efficiency, instant global accessibility, and reduced manufacturing costs, it simultaneously gives rise to a new, highly restrictive legal construction that consumers often overlook: the systematic erosion and total loss of traditional ownership rights over the goods they purchase.

Herein lies a profound legal anomaly and what can be termed the "illusion of digital ownership," a phenomenon largely driven by the specific commercial terminology and user interface employed by digital storefronts. Within the Steam platform, consumers are consistently presented with conventional retail vocabulary such as "Store," "Cart," and a prominent "Buy" button, often at retail prices identical to their physical counterparts. Psychologically and sociologically, this interface design strongly shapes the consumer's perception that the occurring transaction is a standard property sale and purchase agreement, functionally equivalent to those governed under Book II of the Indonesian Civil Code *(Burgerlijk Wetboek)*.[2] Because consumers pay a one-time, full retail price and subsequently see the product permanently added to their personal digital "Library," they inherently assume that upon a successful transaction, they possess absolute and perpetual ownership rights *(eigendom)*. Consequently, consumers naturally expect to retain the inherent rights traditionally attached to physical property, which includes the freedom to unconditionally use, possess, lend, bequeath, or even resell their digital assets on a secondary market.

However, the underlying juridical reality demonstrates a stark contradiction to this consumer perception. Instead of a permanent transfer of ownership governed by property law *(zakenrecht),* the legal relationship established between the consumer and the digital platform is strictly a contractual granting of access governed by contract law *(verbintenissenrecht).* This relationship is rigidly dictated by legal instruments such as the End User License Agreement (EULA) and the overarching Steam Subscriber Agreement (SSA). These documents operate as extreme forms of adhesion contracts (standard form contracts), entirely drafted by the corporate entity with zero room for consumer negotiation, a classic "take it or leave it" proposition.[3] Buried within pages of dense legal jargon, the platform explicitly asserts the crucial legal doctrine that the downloaded software, virtual assets, and related content are strictly "licensed, not sold." Consequently, what consumers are actually acquiring is merely a limited, non-exclusive, and strictly personal license to experience the content. Crucially, this digital license is legally classified as non-transferable and unilaterally revocable. This implies that the service provider retains the absolute prerogative to alter, suspend, or permanently terminate the consumer's access to their entire digital library at any time, often without prior notice or guaranteed financial compensation, thereby stripping the consumer of any tangible legal control over their acquired digital assets.

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[1] Burk, D. L. (2005). Legal and technical standards in digital rights management technology. *Fordham Law Review*, *74*(2), 537-573.

[2] Gozali, D. S., & Hafidah, N. (2023). *Dasar-Dasar Hukum Kebendaan: Hak Kebendaan Memberi Kenikmatan & Jaminan*.

[3] Lannyati, N., Harjomulyadi, S., & Taufiq, T. (2025). Penerapan Prinsip Kesetaraan Bagi Para Pihak Dalam Kontrak Baku. *Konstruksia*, *16*(2), 53-63.

The urgency of this legal vacuum is strongly evidenced by recent phenomena in the global gaming community. For instance, a major controversy erupted in early 2024 when a prominent publisher unilaterally revoked access to the digital game The Crew, completely removing it from players' digital libraries following a server shutdown.[4] This unprecedented event blatantly demonstrated the fragility of consumer rights, proving that players do not own what they have legally paid for. Furthermore, a significant legal and ethical debate recently emerged when Valve's customer support explicitly confirmed that Steam accounts and their associated game libraries cannot be bequeathed or transferred via a will upon a user's death.[5] This strict non-transferability policy highlights a critical digital inheritance crisis, leaving millions of rupiahs worth of digital assets automatically forfeited to the platform without any due process.

This legal construction of "renting access" packaged within a "buying goods" interface essentially nullifies the First-Sale Doctrine, which has historically protected buyers of physical products.[6] Furthermore, the position of consumers in Indonesia becomes highly vulnerable. The "take it or leave it" nature of the EULA contains various exoneration clauses that release the platform from liability in the event of access termination or service closure. When a Steam account is suspended or its owner passes away, all economically valuable virtual assets within it are unilaterally forfeited and cannot be legally inherited by their heirs.

This condition triggers a serious clash with the positive legal framework in Indonesia, particularly concerning the protection of consumer rights regulated under Law Number 8 of 1999 on Consumer Protection, as well as the legal standing of virtual assets as electronic information under the Electronic Information and Transactions Law (UU ITE).[7] Therefore, an in-depth juridical review is necessary to unravel the status of these digital licenses and formulate an ideal legal protection framework for virtual asset consumers in Indonesia, preventing them from being trapped in a detrimental illusion of ownership.

2. METHOD

This study employs a normative legal research method, often referred to as doctrinal legal research, which focuses on examining library materials and secondary data to resolve the legal issues concerning the "illusion of digital ownership" and the application of standard form contracts within the Steam platform. The research utilizes two primary approaches: a statutory approach and a conceptual approach. The statutory approach is conducted by reviewing all relevant laws and regulations, primarily focusing on the Indonesian Civil Code *(Burgerlijk Wetboek)*, Law Number 8 of 1999 on Consumer Protection, and Law Number 11 of 2008 in conjunction with Law Number 1

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[4] Marchandon, L. (2026, March 31). French consumer group sues Ubisoft over shutdown of online game The Crew; *Reuters*. https://www.reuters.com/technology/french-consumer-group-sues-ubisoft-over-shutdown-online-game-the-crew-2026-03-31/

[5] D, G. (2026, January 19). *What Happens to Steam Accounts After Death? Inheritance Limits and Safer Ways to Plan Ahead*. Funeral.Com, Inc. https://funeral.com/blogs/the-journal/what-happens-to-steam-accounts-after-death-inheritance-limits-and-safer-ways-to-plan-ahead

[6] Reese, R. A. (2003). The first sale doctrine in the era of digital networks. *Boston College Law Review*, *44*(2).

[7] Sitorus, F. M., Amirulloh, M., & Djukardi, E. H. (2022). Status Hak Kebendaan Atas Virtual Property Serta Keabsahan Real Money Trading yang Dilakukan Oleh Para Pemain Dalam Permainan Mobile Legends Ditinjau Dari Hukum Perdata Dan Cyber Law Indonesia. *Jurnal Sains Sosio Humaniora*, *6*(1).

of 2024 concerning Electronic Information and Transactions (UU ITE). Concurrently, the conceptual approach is applied to understand underlying legal doctrines, moving beyond the written statutory text to analyze the fundamental differences between absolute property rights *(eigendom)* and licensing rights, as well as the demise of the First-Sale Doctrine in the digital realm.

The data utilized in this research is categorized into primary and secondary legal materials. Primary legal materials encompass authoritative documents, including the aforementioned national statutes, alongside the specific standard form contracts governing the digital platform, namely the Steam Subscriber Agreement (SSA) and the End User License Agreement (EULA). These are substantially supported by secondary legal materials, which include law books, national and international academic journals, and relevant legal literature pertaining to video game law, cyber law, and digital consumer protection. All legal materials were systematically collected through comprehensive library research and documentary study. Subsequently, the collected data was analyzed using a qualitative descriptive method with deductive reasoning. This analytical process involves drawing conclusions from general legal principles and positive statutory provisions such as the legal prohibition of exoneration clauses and systematically applying them to evaluate the specific legal standing of Steam's licensing agreements and their overarching impact on the protection of virtual asset consumers in Indonesia.

3. DISCUSSION

3.1. The Legal Standing of Virtual Assets and Steam Digital Game Licenses Under Civil Law and the UU ITE

To unravel the tangled web of digital asset ownership on the Steam platform, the legal analysis must begin by situating game software and its underlying virtual assets (such as in-game items, virtual currencies, or skins) within the taxonomy of property law in Indonesia. Under Article 499 of the Indonesian Civil Code *(Burgerlijk Wetboek)*, an object *(zaak)* is defined as "every good and every right that can be the object of property rights." Although digital games and virtual assets lack a physical form that can be empirically touched, these objects are developed using commercial resources, possess real economic value, and can be technologically controlled through user account credentials. Therefore, doctrinally, virtual assets within the Steam ecosystem meet the juridical qualifications of "intangible movable property" *(onlichamelijke roerende zaken)*.

However, the mere classification of digital assets as onlichamelijke zaken (intangible objects) remains a threshold inquiry that fails to bridge the gap toward absolute property rights. This legislative categorization serves merely as the starting point of legal analysis, rather than the conclusion, as it does not inherently trigger the protective mechanisms of Book II of the Indonesian Civil Code. To truly understand the gravity of the "illusion of digital ownership," one must analyze the traditional doctrine of Eigendom. Under the Indonesian civil law tradition heavily influenced by the Roman concept of dominium Eigendom is conceived as *volledig recht* (the most comprehensive right possible over an object), characterized by the "bundle of rights" paradigm. This bundle traditionally consists of *ius utendi* (the right to use), *ius fruendi* (the right to enjoy the fruits or benefits of the object), and ius abutendi (the right to dispose of, alienate, or even consume the object).[8]

Article 570 of the Civil Code encapsulates this breadth, asserting the owner's authority to exercise control over an object with full sovereignty, provided it does not contravene legal regulations or third-party rights. Within this framework, the legal logic is incontrovertible: if a consumer were to hold Eigendom over a digital game having fulfilled their financial obligation they would inherently possess the complete bundle of rights to freely enjoy, modify, lend, gift, resell, or bequeath the asset to their heirs. Yet, the Steam ecosystem operates on a fundamental denial of these inherent attributes. By systematically stripping the consumer of the right to alienate (resell) or transfer (bequeath) the asset, the platform effectively reduces the "purchase" to a mere precarious usage right. This reveals a stark dichotomy: while the legal form of the digital game is recognized as an object, the legal substance of the rights attached to it is systematically hollowed out, leaving the consumer with the shell of ownership without the substance of sovereignty.

The operational legal reality of Steam dictates the exact opposite. The legal relationship born between the consumer and Valve Corporation is not subject to Book II on Property Law *(Zakenrecht),* but shifts entirely to Book III on Contract Law *(Verbintenissenrecht)*. Through the instrument of the End User License Agreement (EULA), which binds every transaction unilaterally, Steam explicitly asserts that their products are "licensed, not sold." In this construction, consumers never actually engage in a sale and purchase transaction of goods; instead, they merely pay financial compensation to acquire a right to use. This license is highly restrictive: personal, limited, non-exclusive, and strictly prohibited from being transferred *(non-transferable)*.

To legally validate whether a digital transaction constitutes a sale or a mere license, it is imperative to refer to international jurisprudence, specifically the landmark legal test established in the US case Vernor v. Autodesk, Inc. in 2010.[9] The court established that a software user is a licensee rather than an owner if the copyright holder (1) specifies that the user is granted a license, (2) significantly restricts the user's ability to transfer the software, and (3) imposes notable use restrictions. Valve Corporation meticulously structured the Steam EULA to satisfy all three criteria of this test, thereby fortifying their legal shield. Consequently, under this contract-law paradigm, Indonesian consumers are systematically engineered to remain perpetual licensees, completely isolated from the protections of property law.

This transmutation from property law to contract law carries fatal consequences, namely the demise of the First-Sale Doctrine. In the physical game distribution ecosystem, a buyer is protected by this doctrine; after purchasing a physical disc, they have the full right to resell it in the secondary market without requiring the creator's permission. On the Steam platform, the tight integration between the EULA and the Digital Rights Management (DRM) system binds the digital copy to one specific account identity. The absolute inability to transfer these assets completely nullifies the right of

[8] Mariam Darus Badrulzaman, *Sistem Hukum Benda Nasional*, (Bandung: Penerbit Alumni, 2022), p.44.

[9] Leong, T. (2012). When Software We Buy Is Not Actually Ours: An Analysis of Vernor v. Autodesk on the First Sale Doctrine and Essential Step Defense. *Northwestern Journal of Technology and Intellectual Property*, *10*(3), 239.

resale.[10] Consequently, the platform successfully monopolizes the post-first-sale economic circulation, turning the consumer's library into a closed ecosystem where ownership is merely a facade, as access can be revoked at any time (such as in the event of server shutdowns) without any financial compensation mechanism.

This nullification of the First-Sale Doctrine in the digital realm often referred to in intellectual property discourse as the rejection of the "Digital Exhaustion Doctrine" is not universally accepted without legal friction. A critical comparative legal study can be observed in the 2019 French landmark case, UFC-Que Choisir v. Valve Corporation.[11] The High Court of Paris (Tribunal de Grande Instance de Paris) initially ruled that the non-transferability clause in Steam's EULA violated European Union consumer protection laws, declaring that consumers have the right to resell dematerialized digital games just like physical copies. Although this ruling faces lengthy appellate battles, it provides a crucial comparative legal precedent. It demonstrates that the absolute monopoly created by EULA is legally contestable and highlights the stagnation of Indonesian positive law, which has yet to challenge such contractual absolutism in court.

From the perspective of Indonesian cyber law, the position of virtual assets has actually gained a legitimate legal footing. Referring to Article 1 point 1 and point 4 of Law Number 11 of 2008 as amended by Law Number 1 of 2024 concerning Electronic Information and Transactions (UU ITE), the entire game library, the embodiment of in-game assets, and Steam account data are legally classified as "Electronic Information" and "Electronic Documents." This regulation acknowledges that digital entities possess a form, meaning, and function that can be represented and have a tangible economic value for their owners. The recognition of virtual assets as tangible economic entities under the UU ITE is further reinforced by state fiscal policies. Under the Minister of Finance Regulation (PMK) No. 48/PMK.03/2020 concerning the imposition of Value Added Tax (VAT) on digital products, transactions within platforms like Steam are subject to national taxation.[12] This creates a profound legal paradox: the state unequivocally recognizes and taxes the acquisition of these digital games as the consumption of economically valuable intangible goods, yet simultaneously, civil law fails to grant the consumer any absolute property rights over the very assets they are taxed for acquiring. The consumer is burdened with the economic obligations of a buyer but is legally stripped of an owner's rights.

Ironically, even though positive Indonesian law (UU ITE) acknowledges the existence and validity of the economic value of these virtual assets, the guarantee of protection over their "ownership" is defeated by the principle of freedom of contract (Article 1338 of the Civil Code).[13] To date, there are no specific provisions *(lex specialis)*

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[10] Wedananta, P. R., Ardhya, S. N., & Hadi, I. G. A. A. (2025). ANALISIS YURIDIS PERLINDUNGAN KONSUMEN TERKAIT GAME YANG DI BELI MELALUI APLIKASI DI TINJAU DARI UNDANG-UNDANG NO 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN. *Jurnal Pacta Sunt Servanda*, *6*(2), 173-187.

[11] Mathews, V. C., & Goyal, A. (2024, December 4). *Tough Times Ahead for Digital Video Game Resellers: French Supreme Court Ruling in UFC Que Choisir v. Valve*. Lexology; Fox Mandal. https://www.lexology.com/library/detail.aspx?g=adc97e9d-5bee-482a-afbb-27882d0f390d

[12] Wijaya, S., & Nirvana, A. P. (2021). Pajak pertambahan nilai perdagangan melalui sistem elektronik (studi kasus PT Shopee Internasional Indonesia). *Bilancia: Jurnal Ilmiah Akuntansi*, *5*(3), 245-256.

[13] Hermawan, R. O., Adolf, H., & Santoso, E. (2024). Kajian Hukum Penerapan Pasal 1320 KUHPerdata dalam Kontrak Elektronik. *Iustitia Omnibus: Jurnal Ilmu Hukum*, *5*(2), 141-164.

in Indonesian cyber regulations that limit the monopoly of absolute licensing granted by foreign digital platforms. As a result, Steam's unilateral claim within the EULA remains legally valid as the law for the parties involved, effectively cementing the position of consumers in Indonesia purely as perpetual tenants in the digital realm, regardless of the amount of money they have spent.

3.2. Legal Protection for Indonesian Consumers Against Exoneration Clauses in the Steam Subscriber Agreement

The contractual relationship bridging Indonesian consumers with the Steam digital ecosystem is entirely governed by the Steam Subscriber Agreement (SSA) and the End User License Agreement (EULA). Juridically, these instruments constitute extreme forms of standard form contracts or contracts of adhesion. In conventional contract law doctrine, an agreement rests upon the principle of consensualism mandated by Article 1320 of the Indonesian Civil Code *(Burgerlijk Wetboek),* where "consent" *(toestemming)* implies a free meeting of minds *(uiting van wil)* between both parties. However, within the Steam ecosystem, this principle is reduced to a pseudo-agreement. Valve Corporation, acting as an oligopolistic entity in global PC game distribution, unilaterally drafts all clauses, leaving consumers in a strict "take it or leave it" position. Consumers are compelled to click "I Agree" merely as a technical prerequisite to access content they have essentially already paid for. This massive disparity in bargaining power violates the principle of good faith *(te goeder trouw)* as stipulated in Article 1338 paragraph (3) of the Civil Code, as the freedom of contract practically becomes an instrument of legitimation for the business actor to oppress consumers.[14]

To compound the inequity of this pseudo-agreement, the architectural design of the Steam storefront actively cultivates a deceptive psychological expectation. By utilizing traditional retail terminologies such as "Buy," "Checkout," and "Store," alongside pricing models that are often identical to their physical counterparts, the platform effectively obscures the reality of the licensing arrangement. Under Article 4 letter (c) of the UUPK, consumers are guaranteed the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services. The juxtaposition of a permanent-sounding "purchase" interface with a highly volatile, unilaterally revocable license hidden deep within the EULA arguably constitutes a form of misleading representation, akin to digital dark patterns.[15] This dissonance prevents the formation of true consensualism, as the consumer's *uiting van wil* (declaration of will) is based on a fundamentally flawed premise regarding the actual object of the transaction.

The substance of the SSA becomes highly problematic and offends the sense of justice when examined through the lens of Law Number 8 of 1999 concerning Consumer Protection (UUPK). Steam's EULA and SSA are replete with exoneration clauses provisions intentionally inserted by service providers to absolve or limit their legal liability towards consumers. Through these clauses, Steam retains the absolute prerogative to alter service features, revoke account access, deny financial compensation in the event of malfunctions or server closures, and delete virtual assets without requiring further user consent. Such business practices explicitly *(expressis verbis)* violate the prohibitions set forth in Article 18 paragraph (1) letters (a) and (g) of the UUPK.

[14] *Ibid*

[15] Susipta, I. N. (2025). Dark Patterns dalam Digital Marketing: Etika dan Dampaknya terhadap Loyalitas Konsumen. *International Journal of Economics and Management Research*, *4*(1), 583-590.

National regulations strictly prohibit business actors from including standard clauses that declare a transfer of liability or force consumers to comply with new or unilaterally amended rules. Under Indonesia's positive legal framework, the consequence of this violation is established in Article 18 paragraph (3) of the UUPK, which declares that any standard clause containing such exoneration provisions is null and void by operation of law *(nietig)*. This implies that, from the outset, these clauses are deemed to have never existed and hold no binding legal force over Indonesian consumers.[16]

Although these clauses are theoretically void, empirical reality shows that the economic damages inflicted upon consumers remain unavoidable due to the absence of supervisory mechanisms. This vulnerability is most evident in two fatal scenarios: unilateral access termination and the digital asset inheritance crisis. In the first scenario, when Valve's algorithms detect a violation such as through Valve Anti-Cheat (VAC) or alleged breaches of the Terms of Service the company can impose a permanent account suspension. During this process, consumers are afforded absolutely no due process through an independent arbitration body. Consequently, access to game libraries worth millions to tens of millions of rupiahs is instantly forfeited, with this asset confiscation executed privately by the corporation.

In the second scenario, the SSA creates a serious anomaly within the realm of family and civil inheritance law. Article 830 of the Civil Code underscores the fundamental principle that inheritance only occurs upon death, wherein all economically valuable rights and obligations transfer to the heirs. However, the strict non-transferable rule within Steam's EULA explicitly prohibits the transfer of accounts for any reason, including death. This practice directly severs the chain of inheritance law. The implications of this non-transferability extend beyond mere succession, threatening the broader spectrum of family law, including the division of joint marital property (*harta bersama*). In contemporary society, a Steam account meticulously curated over a decade may hold a financial valuation surpassing traditional movable assets, such as vehicles or jewelry. Because the account is legally barred from any form of transfer, it cannot be formally appraised, liquidated, or transferred as part of a marital asset division during a divorce settlement, nor can it be lawfully distributed as *boedel waris* (inheritance estate) among legitimate heirs.[17] The platform's EULA effectively supersedes state-sanctioned family law, allowing a private corporate entity to systematically confiscate generational digital wealth and retain the surplus economic value generated by the deceased or divorced parties. When a game or virtual asset collector on Steam passes away, their entire digital wealth on the platform cannot be claimed, inherited, or liquidated by their heirs, but instead automatically reverts to the platform. This creates a concerning legal vacuum *(rechtsvacuum)*, where traditional Indonesian inheritance law has yet to penetrate the private licensing barricades of digital platform providers, thus positioning consumers purely as lifelong tenants devoid of transitional property rights.

Amidst these massive potential losses, the protective instruments of the UUPK ultimately suffer from paralysis due to cross-border jurisdictional hurdles. Steam's SSA is strategically designed with choice of law and choice of forum clauses that highly favor the corporation. The agreement dictates that any disputes must be resolved using the laws of the State of Washington, USA, and deliberately prohibits consumers from filing

[16] Kristiyanti, C. T. S. (2022). *Hukum perlindungan konsumen*. Sinar Grafika. p. 87.

[17] Setiawan, B. T., Puspitasari, D., & Basid, A. (2026). KEDUDUKAN HUKUM ASET DIGITAL SEBAGAI OBJEK WARIS DALAM PERSPEKTIF HUKUM PERDATA INDONESIA. *YUSTISI*, *13*(2), 391-399.

Class Action Lawsuits. From the perspective of Private International Law, a choice of law is generally permissible; however, the principle of public order *(openbare orde)* prohibits the application of foreign law if it violates the core tenets of national consumer protection.[18] Unfortunately, for individual consumers, bringing such disputes to institutions like the Consumer Dispute Settlement Agency (BPSK) or district courts in Indonesia is practically impossible to execute efficiently due to the difficulty of enforcing judgments against a foreign corporation without a physical business entity in the Indonesian jurisdiction.

Furthermore, the Indonesian government has already established a clear precedent for asserting extraterritorial jurisdiction over foreign digital platforms in the fiscal domain. Through the Ministry of Finance's regulations regarding Value Added Tax (VAT) on digital products, the state successfully compels entities like Valve Corporation to collect and remit taxes from Indonesian consumers, acknowledging their active, highly profitable economic presence within the national jurisdiction. It represents a profound systemic contradiction when the state possesses the jurisdictional capacity to tax a foreign entity's digital transactions but simultaneously suffers from jurisdictional paralysis when tasked with protecting the consumers subjected to those very transactions. If territorial borders can be pierced to secure state revenue, they must equally be pierced to enforce national consumer protection laws. Therefore, resolving this consumer helplessness can no longer rely on individual litigation but absolutely requires state intervention as the protector of public order. The Indonesian government, specifically through the Ministry of Communication and Informatics (Kementerian Kominfo), already possesses a regulatory instrument in the form of mandatory Private Electronic System Provider (PSE) registration. This PSE regulation must be revitalized not merely as an administrative or taxation tool, but as an instrument to protect legal sovereignty.[19] The government must mandate compliance with the UUPK including the elimination of exoneration clauses and the guarantee of inheritance rights for economically valuable accounts as an absolute prerequisite for any foreign digital distribution platform to operate and profit from the Indonesian market. Without decisive action from state authorities in regulating foreign EULAs, the illusion of digital asset ownership will systematically continue to disadvantage consumers.

4. CONCLUSION

The juridical construction of digital game licenses on the Steam platform operates on a profound contradiction between the economic reality of virtual assets and their legal subordination. While positive law, specifically the UU ITE, recognizes the tangible economic value of digital libraries, the imposition of adhesion contracts by Valve Corporation structurally degrades these assets from absolute property rights (*Eigendom*) into highly restrictive, non-transferable precarious usage licenses. This contractual maneuvering systematically circumvents Book II of the Indonesian Civil Code, nullifying the First-Sale Doctrine and trapping consumers in an illusion of digital ownership. Furthermore, although the exoneration clauses embedded within Steam's EULA explicitly violate Article 18 of the Consumer Protection Law (UUPK), rendering

[18] Onibala, I. (2013). Ketertiban Umum Dalam Perspektif Hukum Perdata Internasional. *Jurnal Hukum Unsrat*, *1*(2), 123-130.

[19] Wiryawan, R. A. (2023). Hak Warga Masyarakat terhadap Kebijakan Pemutusan Akses Penyelenggara Sistem Elektronik Lingkup Privat yang Tidak Terdaftar. *Jurnal Hukum & Pembangunan*, *53*(4), 681-704.

them theoretically null and void by operation of law, Indonesian consumers remain practically defenseless. The exploitation of cross-border jurisdictional loopholes by oligopolistic platforms creates a severe *rechtsvacuum*, resulting in unchecked unilateral asset confiscation and the deliberate disruption of civil inheritance rights.

To dismantle this legal asymmetry, passive reliance on individual litigation is fundamentally inadequate. The findings of this research urge an immediate application of state sovereignty through existing regulatory frameworks. It is strongly recommended that the Ministry of Communication and Informatics (Kominfo) weaponize the mandatory Private Electronic System Provider (PSE) registration, elevating it from a mere administrative and tax-collection mechanism into a robust consumer protection firewall. Compliance with the UUPK specifically the elimination of liability waivers and the legal facilitation of digital asset inheritance must be established as an absolute prerequisite for foreign digital distribution platforms to legally operate within the Indonesian jurisdiction. Additionally, future legislative reforms should formulate a *sui generis* property right for virtual assets under an amended UU ITE, ensuring that digital consumers are granted substantive legal sovereignty over their acquired digital wealth, equivalent to the protections afforded in the physical market.

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