

Perlindungan Konsumen atas Hilangnya Aset Non-Fungible Tokens (NFTs) Pengguna Platform Opensea Akibat dari Serangan Siber = Consumer Protection for Loss of the Assets of Non-Fungible Tokens (NFTs) Users of Opensea Platform due to Cyber Attacks

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Abstrak

Non-Fungible Tokens (NFTs) rentan akan terkena serangan siber yang mana umumnya terjadi pada platform yang menyediakan layanan tersebut. OpenSea merupakan salah satu penyedia platform NFTs terbesar dan terkenal di dunia serta telah banyak digunakan oleh berbagai masyarakat termasuk di Indonesia. Namun, banyak pengguna platform tersebut menderita kehilangan aset NFTs akibat serangan siber. Akan tetapi, Ozone Networks, Inc selaku pengelola OpenSea tidak bertanggung jawab atas kerugian yang diderita para penggunanya akibat dari serangan siber yang tercantum pada bagian disclaimer di terms of service OpenSea. Penelitian ini menggunakan metode normatif dengan pendekatan perundang-undangan yang didasarkan kepada teori biaya sosial (social cost theory), keabsahan perjanjian, dan perlindungan hukum. Hasil penelitian menunjukkan bahwa ketentuan klausul disclaimer khususnya pada huruf D pada terms of service OpenSea telah bertentangan dengan Pasal 18 ayat (1) huruf a Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen yang memuat klausul eksonerasi. Sehingga, batal demi hukum. Meskipun telah melakukan langkah-langkah secara preventif dan represif, Ozone Networks Inc tetap bertanggung jawab atas kerugian yang terjadi akibat hilangnya aset NFTs akibat serangan siber. Merevisi ketentuan disclaimer pada terms of service OpenSea dan melakukan penyelesaian sengketa konsumen melalui Online Dispute Resolution (ODR) dapat menjadi pilihan yang tepat untuk menyelesaikan permasalahan tersebut.

.....Non-Fungible Tokens (NFTs) are vulnerable to cyber attacks generally occurring on platforms that provide these services. OpenSea is one of the largest and well-known providers of NFTs platforms in the world and has been widely used by various people, including in Indonesia. However, many users of the platform have suffered loss of NFT assets due to cyber attacks. But, Ozone Networks, Inc. as the provider of OpenSea is not responsible for the losses suffered by its users as a result of cyber attacks as listed in the disclaimer section of OpenSea's terms of service. This study uses a normative method with a statutory approach based on social cost theory, the validity of the agreement, and legal protection. The results of the study indicate that the provisions of the disclaimer clause, especially letter D in the terms of service of OpenSea, have contradicted Article 18 paragraph (1) letter a of Law no. 8 of 1999 concerning Consumer Protection which contains an exoneration clause. So, it is null and void. Despite taking preventive and repressive measures, Ozone Networks Inc. remains responsible for losses incurred due to the loss of NFTs assets due to cyber attacks. Revising the disclaimer provisions in OpenSea's terms of service and resolving consumer disputes through Online Dispute Resolution (ODR) can be the right choice to resolve these problems.