

Analysis of Paylater Transactions and Cashback Coins in the View of Indonesian Law and Islamic Law

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Abstract: The use of the Shopee application in online shopping transactions is increasingly being used, including many Indonesian Muslims who are interested in various promotions from the Shopee application such as Pay later or credit and Cashback Coin or change coins that can be used in transactions. remain selective and careful in transactions. Even though Indonesia has Law Number 19 of 2016 concerning Information and Electronic Transactions as a legal umbrella protecting shopee paylater user transactions, in its implementation due to the absence of the Personal Data Protection Act, personal data of shopee paylater users is leaking due to credit bills that have not been paid yet. get definite legal protection by the Indonesian state authorities, then another problem is that Islamic law views the use of shopee paylater as haram because of usury as in the Al-Qur'an Surah Ali-Imran verse 130, Al-Baqarah verse 245 which is then reinforced the opini by Hanafi, Syafii Sheikh, Abi Hurairah, Ghofur Anshori, Ustadz Adi Hidayat and Buya Yahya statement, in this and only Cashback Coins in shopee are mubah because they are considered as change or shopping discounts, this research uses normative legal research by conducting a literature study with various library sources such as laws, other supporting literature and institutional surveys, then this research is conducted descriptive qualitative analysis of problems related to Paylater and Cashback Coins in Shopee user transactions.

Keywords: Shopee, Paylater, Cashback Coins, Law, Data Privacy

INTRODUCTION

There are two laws: permissible (permissible) and forbidden (permissible) because the contract is carried out clearly, evidenced by the contract agreement between the seller and the buyer at the time of carrying out the Ijab and Kabul and additional prices on Shopee PayLater credit practices are considered as prices suspension, forbidden due to additional prices in Shopee credit practices PayLater is Riba and Riba is prohibited in Islamic business ethics

In this study the method that will be used is a qualitative method, namely legal normative research that produces descriptive data and law regarding the Analysis of Paylater Transactions and Cashback Coins in the View of Indonesian Law and Islamic Law. relevant data using methods that include: the type of research, data sources, data collection methods, and data collection methods, the results of the study shows that

Shopeepaylater and Cashback Coins in Shopee are in accordance with the law and positive law in Indonesia there are :

- 1) The 1945 Constitution of the Republic of Indonesia Article 28D paragraph (1)
- 2) Civil Code (KUHPerduta) Article 1320
- 3) Law Number 8 of 1999 concerning Protection Consumers (State Gazette of the Republic of Indonesia 1999 Number 42, Supplement to the State Gazette of the Republic of Indonesia Number 382)
- 4) Law Number 11 of 2008 Information and Transactions Electronics (State Gazette of the Republic of Indonesia Year 2008 Number 58, Supplement to the State Gazette of the Republic of Indonesia Number 4843)
- 5) Law Number 7 of 2014 concerning Trade (State Gazette of the Republic of Indonesia of 2014 Number 45, Supplement to the State Gazette of the Republic of Indonesia Number 5512)
- 6) Government Regulation Number 80 of 2019 concerning Trade via Electronic System

But, it just needs to be improved regarding the protection of personal data in it then in Islamic law Shopeepaylater is usury and should be kept away but related to Shopeepay Cashback Coins there are two options, namely haram and not haram according to the analysis of the coin cashback scheme obtained. Literature on this research using Positive Law of Indonesia, Al-Quran QS. Al-Baqarah, QS Ali-Imran and QS Yusuf, Islamic Law, DSN-MUI fatwa, the opini by Hanafi, Syafii Sheikh, Abi Hurairah, Ghofur Anshori, Ustadz Adi Hidayat and Buya Yahya

Previous research that is similar to this research is Okta Eri Cahyadi research on Islamic Law Views On Payment Delays (Paylater) In E-Commerce Transactions On The Application Shopee, Faculty of Islamic Studies, Islamic University of Indonesia and the research by Feby Asriyanti The Overview Of Islamic Law On Online Buying With The Shopeepaylater System In The Shopee App, Faculty of Sharia Economics Law Universitas Muhammadiyah Surakarta, but there is a difference between previous research and the research that I am currently doing, namely there is an analysis related to cashback coins in shopee transactions and there is an analysis of whether Shopeepaylater and cashback coins are legal in Indonesia or not, so this research is more in-depth and up-to-date, so because of the hypothesis is Shopeepalyater is haram and cashback coin is mubah there is the advice for Shopee PayLater users, they should protect their data privacy and be able to sort and choose the items needed, and pay attention to the contract used in transactions so that the contract made is not contains elements that are prohibited in the Shari'a, we should avoid shopee pay later if it is not very urgent, and please be aware with the sceme of cashback coins.

METHODS

In this study the method that will be used is a qualitative method, namely legal normative research that produces descriptive data and law regarding the Analysis of Paylater Transactions and Cashback Coins in the View of Indonesian Law and Islamic Law. relevant data using methods that include: the type of research, data sources, data collection methods, and data collection methods (Soerjono, 1990) In research related to the Analysis of Paylater Transactions and Cashback Coins in the View of Indonesian Law and Islamic Law, the type of research that the author uses is normative legal research, namely legal research conducted by conducting library research with various literature sources such as laws, supporting other. literature and institutional surveys, this research was analyzed descriptively qualitatively and how to realize good regulations in

accordance with the circumstances and situations at the time of the industrial revolution 4.0 This study seeks to find out how Shopee's credit practices PayLater using the Shopee marketplace and how to review Islamic law on Shopee PayLater credit practices from the shopee. This research was conducted in 2022 in Bandung. The hypothesis in this study shows that Shopee paylater and Cashback Coins in Shopee are in accordance with the law and positive law in Indonesia, it just needs to be improved regarding the protection of personal data in it then in Islamic law Shopee paylater is usury and should be kept away but related to Shopee pay Cashback Coins there are two options, namely haram and not haram according to the analysis of the coin cashback scheme obtained.

RESULT AND DISCUSSION

A. Shopee paylater

Shopee PayLater is a payment method using funds bailouts from related application companies. Shopee PayLater offers product loan funds with zero percent initial loan without any minimum transactions, and loans granted can only be used to purchase products on shopee with a 30 day tenor. Shopee PayLater's own interest rate between 0% to 2.95% per month. Provisions on the amount of interest considered small businesses make Shopee PayLater an alternative for people to shop meet the needs of life without having to have money first. Shopee PayLater has advantages and disadvantages. The advantage is that it offers loan products with loans initial zero percent, has reached all parts of Indonesia and helped get capital loans while the drawback of Shopee PayLater is that there is no tolerance late payment, if you have been hit by a delay then required to pay a fine, Shopee PayLater's own interest rate is between 0% to 2.95% per the month. The conditions for the amount of interest using Shopee PayLater are 30 days or 1 month installments 0% interest, Shopee PayLater installments 2-3 months 2.95% interest per month (Okta Eri Cahyadi, 2020)

Shopee paylater has received permission from the Financial Services Authority (OJK) so that it is safe to use by the public and has complied with positive law in Indonesia, there are :

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But there are things that violate the privacy data of shopee users because in billing practices they often use shopee users personal data to contact the closest parties to debt arrears, the big problem because in Indonesia there is no law regarding personal data, there are only certain rules that are less binding, such as in PP and Perkominfo, so we if

we wanna try Shopeepaylater it is safe but we should pay the loan before the payment due time, so our personal data will be safe.

According to Islamic law, Shopee PayLater credit practices on the Shopee marketplace There are two laws: permissible (permissible) and forbidden (permissible) because the contract is carried out clearly, evidenced by the contract agreement between the seller and the buyer at the time of carrying out the Ijab and Kabul and additional prices on Shopee PayLater credit practices are considered as prices suspension, this is related to the DSN-MUI fatwa No.19/DSN-MUI/IV/2001 about :*"So if the buying and selling is done like you like it, either in cash as well as credit. Even so the substance of this consensual otherwise there is an element that forces certain parties to accept an agreement that has been designed by one of the parties, so that even if accepted, is just a mere compulsion. It was explained that the agreement Together means that all transactions must be carried out with Mutual consent is not based on coercion, let alone fraud and persecution"* (Ghofur Anshori) (Fatwa MUI)

Its still Mubah if the required return of loan items has a value of balanced level. Because both parties are required to know the rate and the nature of the goods lent. With the aim of balancing can actually be realized. Thus, the return of borrowed goods, whether it has an element of usury or not, the value must be the same and not may be more even if a little, as well as regarding the excess quality or uglier.(Feby Asriyanti, 2020) This is the basic law. However, the excess levels and properties of as long as it's not required it's still allowed. Repayment/repayment of debt must be carried out according to the contents agreement that has been agreed by both parties. Mandatory payment time refunded only the amount owed received. Cause it's not allowed in the agreement contains additional in excess of the amount received, then the return is prohibited from giving additions. Buya Yahya confirmed that buying goods with credit is legal or permissible. Please note, the credit allowed is pure credit and Shopeepaylater is not pure credit (Mubarok Jaih, Hasanuddin, 2017)

But, it is forbidden and we should avoid the additional prices in Shopeepaylater, the credit practices or PayLater is Riba and Riba is prohibited in Islamic business ethics This Shopee PayLater credit practice applies an additional 2.95% price for payment of bills with a time of 2 months, 3 months and 6 months.(Agesthia, Marinda, 2020) QS. Al-Baqarah (2) verse 102 which explains that buying and selling containing elements of magic (deception) is a bad deed that does not will bring profit (in the hereafter), Shopeepaylater's practice of providing money loan services with using the application of the qard contract is not in accordance with the DSN-MUI Fatwa No: 116/DSN-MUI/IX/2017 because the in practice there are some things that are not in accordance with Islamic law, there is an administrative fee taken from the service, imposition of fines for late repayment, excess value in repayment of the principal amount of the loan, as well as the maturity

"Those who eat (take) usury cannot stand up but like the establishment of a person who is possessed by the devil because (pressure) madness. Their state like that is because they are blessed (opined), Verily, buying and selling is the same with usury, even though Allah has justified buying and selling and prohibit usury. People who have reached him the prohibition from his Lord, then continues to stop (from taking usury), then for him what he had taken before (before the ban came); and matters (up to) to Allah. The person who repeats (takes usury), then that person is the inhabitants of hell; they stay in in it". (Surat al-Baqarah: 275)

Qs Ali Imran 130 :

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً ۖ وَاتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ

"O you who believe! Do not eat usury doubled and fear Allah so that you will be lucky."

From Abi Hurairah that the Messenger of Allah said:

"You should avoid the seven sins that can cause destruction. "It was said to him, "What are the seven sins?"

"The sins of associating partners with Allah, sorcery, kill the soul that Allah has forbidden to kill except with right, eat the property of orphans, eat usury, run from the field fighting, and accusing a good believer of committing adultery."

Riba whose prohibition is agreed upon by all Ulama is usury jahiliyah, which is prohibited in the Qur'an.(Muslim-Al, 2007) because of they borrow money or goods, deferred time and determined to exist addition. In the Shopee PayLater credit practice, there are also additional 2.95% with a period of 2 months with 2x installments, 3 months with 3x installments, and 6 months with 6x installments. It can be concluded that Shopee PayLater's credit practices from Shopee marketplace seen from the pillars and legal terms of buying and selling can be fulfilled but still the practice of usury needs to be avoided, For Shopee PayLater users, they should be able to sort and choose the items needed, and pay attention to the contract used in transactions so that the contract made is not contains elements that are prohibited in the Shari'a, As Muslims who understand Islamic law, we should avoid shopee pay later if it is not very urgent, such as buying medicine or medical equipment.

Online commerce is included in the original legal muammalah activities Muammalah is permissible as long as there is no prohibition from the evidence.(Soemitra Andri, 2019) Buying and selling online is permitted according to sharia as long as there are no damaging factors transactions in business, such as fraud, usury, tyranny, fraud. Items that are traded are required to be halal. Provisions in online business must be created based on Islamic provisions. Online transactions are permitted by Islam if they meet the principles that exist in Islamic trade.

B. Cashback Coins

Cashback in Shopee has 2 different sides of opinion, some say it's haram and some say it's allowed, of course very different from shopeepaylater which is clearly forbidden because of usury

According to Ustadz Adi Hidayat, in Islam, **if the cashback system cannot be cashed or only received in kind, it is considered gharar or fraud.** The law is haram because it kind of deceives buyers with cashback promos that are offered but in the form of goods and add more money, "You can get cashback in the form of goods but we have to add a little more money, it's the same as saving the money for goods," explained Ustadz Adi Hidayat, the goods sold are not the price they should be and force them to buy other goods by adding the missing money, whereas if they are not taken, the cashback will be forfeited. so that This includes buying and selling that is defective because it violates Islamic law and there are elements of gharar and usury in it, Then we as buyers continue to follow the cashback promo by adding more money, then that money is a sin.

But According to Ustadz Adi Hidayat **if the cashback scheme is in the form of an acceptable gift, in the form of coupons or coins that must be collected, that's not haram**. There is no sin from the coupon and coin scheme because the money is replaced with prizes after the coins or coupons are collected, the price is fixed and then you get points, coupons or vouchers because you have bought the item and later the points, coupons or vouchers can be spent, **it's not haram** because basically in the form of discounts and product sales at low prices, the features allowed by Islamic law in Shopee include discounts on commemorative events such as Independence Day, the beginning of the year or the end of the year, flash sales, free shipping minimum shopping Rp. 0, cashback & voucher. If the discount provides a discount at the beginning immediately upon purchase, and the prize is in the form of cash or points, then the cashback can be in the form of a discount when the buyer makes the next purchase.

By referring to the explanation, we draw the common thread that cashback is given as:

1. Prizes for fulfilling shopping conditions. As a result there is a promise delivered by the sender.
2. Cash that can only be used as a discount when shopping again. As a result, the requirements for understanding are met.
3. The giving party is the company/marketplace that implements and publishes the cashback program itself.
4. The company is responsible for the disbursement and discount in the nominal form (cash assets).(Mustofa, 2016)

Based on this, it can be concluded that cashback is a bonus (ja'lu), as a result of the fulfillment of the conditions for the ju'alah contract (competition) held by Ja'il (marketplace) because the buyer has met the conditions set by Ja'il. Jail parties are responsible for fulfilling the cashback disbursement promise as required, Ju'alah is a permissible contract. And then Syafii Sheikh Taqiyuddin Al-Hishny in Kifayah Al-Akhyar said:

والجعالة جائزة وهي أن يشترط على رد ضالته عوضاً معلوماً فإذا ردها استحق ذلك العوض المشرط

“The description of this contract is that the sender promises a bonus with a known amount to the person who can return the lost goods. Therefore, if the promised party fulfills the requirements of the sender in the form of returning his lost animal, then he is entitled to the promised bonus. As a ja'lu (bonus), the cashback as described above, includes the wealth of syaiin maushuffi adz-dzimmah (guaranteed assets) because the value can be determined, and the company is responsible for its payment in the form of cash value in the form of discounted prices. As a result, this kind of cashback is legally valid.”

So, according to the Hanafi, there is only one pillar of buying and selling, namely consent (the expression of buying from buying) and kabul (the expression of selling from seller).(Muslim-Al, 2007) According to them, the only thing that becomes harmonious in buying and selling is the willingness (rida/taraḍi) of both parties to make buying and selling transactions and of course the Cashback Coins related to the DSN-MUI fatwa No.19/DSN-MUI/IV/2001, So if the buying and selling is done like you like it, either in cash as well as credit. Even so the substance of this consensual otherwise there is an element that forces certain parties to accept an agreement that has been designed by one of the parties, so that even if accepted, is just a mere compulsion. It was explained that the

agreement Together means that all transactions must be carried out with Mutual consent is not based on coercion, let alone fraud and persecution

QS. Yusuf (12) verse 20 which explains that Yusuf's brothers selling Yusuf at a low price

And then for the legal standing about Cashback and Coins related to the In Article 4 of the Consumer Protection Law Number 8 of 1999 the rights of consumers to comfort, security and safety, rights to select goods and obtain goods, the right to information true, clear and honest, the right to advocacy, protection and efforts to resolve disputes, the right to receive guidance and education consumers, the right to be treated or served correctly and honestly and non-discriminatory and the right to receive compensation, compensation if the goods received are not in accordance with the agreement. Consumers also have obligations listed in Article 5 of the Protection Act Consumers Number 8 of 1999, namely reading and following instructions information and usage procedures, in good faith in conducting transactions purchase goods, pay according to the agreed exchange rate, pay according to the agreed exchange rate and follow the efforts legal settlement of consumer protection disputes, and then Article 7 of the Consumer Protection Law Number 8 of 1999, namely in good faith in carrying out its business activities, providing correct, clear information and be honest about the condition and guarantee of goods, treat consumers correctly and honestly, guaranteeing the quality of the goods traded based on the provisions of quality standards, providing opportunities and guarantees for consumers to test traded goods, compensate, compensation for losses due to use, use and utilization as well as provide compensation, compensation for the replacement of goods received does not match by agreement.

CONCLUSION

Shopeepaylater has received permission from the Financial Services Authority (OJK) so that it is safe to use by the public and has complied with positive law in Indonesia, there are The 1945 Constitution of the Republic of Indonesia, Civil Code (KUHPdata), Law Number 8 of 1999 concerning Protection Consumers (State Gazette of the Republic of Indonesia 1999 Number 42, Supplement to the State Gazette of the Republic of Indonesia Number 382), 4) Law Number 11 of 2008 Information and Transactions Electronics (State Gazette of the Republic of Indonesia Year 2008 Number 58, Supplement to the State Gazette of the Republic of Indonesia Number 4843), Law Number 7 of 2014 concerning Trade (State Gazette of the Republic of Indonesia of 2014 Number 45, Supplement to the State Gazette of the Republic of Indonesia Number 5512) and Government Regulation Number 80 of 2019 concerning Trade via Electronic System, but from the view of Law it needs to be improved regarding the protection of personal data in it then in Islamic law Shopeepaylater is usury and should be kept away but related to Shopeepay Cashback Coins there are two options, namely haram and not haram according to the analysis of the coin cashback scheme obtained. The analysis from Islamic Law using the perspective from Al-Quran QS. Al-Baqarah, QS Ali-Imran and QS Yusuf, Islamic Law, DSN-MUI fatwa, the opini by Hanafi, Syafii Sheikh, Abi Hurairah, Ghofur Anshori, Ustadz Adi Hidayat and Buya Yahya that is have argumentation to prove that Shopee Paylater is Usury or riba and Cashback Shopee should be analyze if the method haram or not but mostly its not haram

For Shopee PayLater users, they should protect their data privacy and be able to sort and choose the items needed, and pay attention to the contract used in transactions so that the contract made is not contains elements that are prohibited in the Shari'a, we should avoid shopee pay later if it is not very urgent, and please be aware with the sceme of cashback coins.

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