

Buying and Selling Online from an Islamic Legal Point of View

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Abstract. Many people, especially those who purchase and sell online, expect convenience and profit. This is because many people have discovered that buying and selling online may be just as dangerous as being subjected to scam. The goal of this research is to examine the practice of buying and selling online from the standpoint of Islamic law. This is a library research project, and the data used is secondary data from various literatures. A qualitative descriptive method is used to assess the acquired data. The findings show that Islam is a religion that helps to safeguard humanity because the norms of buying and selling are confirmed in the Al-Quran and Hadith. This is done so that humans are not enslaved by today's widespread greed and dishonesty. Online purchasing and selling transactions that follow Islamic law standards would provide progress and peace to society and the country. Buying and selling online is allowed and legitimate under Islamic law, as long as it does not include components that can harm it, such as usury, tyranny, fraud, coercion, and fraud, and satisfies the pillars and conditions of the sale and buy contract.

Keywords: Buying, Selling, Online Shop, Islamic Legal

1 Introduction

Muamalat is the exchange of products, services, or anything beneficial in a predetermined way [1]. Muamalat includes purchasing and selling [2]. Islamic teachings strongly promote buying and selling as a fundamental aspect of human economic activity [3]. In fact, Rasulullah SAW himself said that nine out of ten ways to find sustenance are through trade (al-hadith) [4]. That is, by using this trading (buying and selling) method, it is possible to open the doors of nourishment and allow God's blessing to flow through it [2]. Selling and purchasing are both acceptable [5].

In the Qur'an Surah Al Baqarah verse 275, Allah confirms that: "Those who consume interest will stand 'on Judgment Day' like those driven to madness by Satan's touch. That is because they say, "Trade is no different than interest." But Allah has permitted trading and forbidden interests. Whoever refrains—after having received warning from their Lord—may keep their previous gains, and their case is left to Allah. As for those who persist, it is those who will be residents of the Fire. They will be there forever"

The noteworthy aspect of this verse is that it justifies buying and selling as long as it is done appropriately in accordance with Islamic beliefs before outlawing usury [6].

The aforementioned statement is meant to be used in offline transactions. What about current internet transactions? There are many different kinds and types of online company. However, generally speaking, it can be understood as the exchange of products and services through electronic media, particularly online [7].

One illustration is the online sale of commodities and products, as done by Lazada, Tokopedia, Bukalapak, Blibli, Elevenia, Shopee, etc. Support and assistance for customers utilizing particular websites or sites via laptops or desktops, or programs that can be downloaded from devices or cellphones via Google play store, are provided in this industry [8].

We can't dispute that the practice of purchasing and selling things online has become increasingly popular in our day-to-day lives. beginning with the sale of clothing, footwear, purses, books, etc. Because the vendor initially merely wants to make a profit, fraud cannot be stopped from increasing [2]. However, when the ordered goods are in the buyer's hands, there are many items that are not what was anticipated [9]. As a result, customers

are dissatisfied and may attach a negative reputation to particular platforms. Not the seller, but several markets suffer greatly from this. Why? Because brand names are more likely to stick in people's minds than a smaller sample. The business enables the seller to enter to transact the things he sells, which makes sense.

Additionally, even when the business name is already posted on a certain marketplace, when services are provided online, the buyer automatically is unaware of the origin of the items being sold. Additionally, whether it is haram or halal. In fact, customers find it challenging to change their mind about shopping as a result of this. Additionally, the buyer is new to the world of online markets and feels a little uneasy receiving things that do not adhere to his rights. Therefore, it is the responsibility of Islam to offer answers so that specific groups are not harmed. In other words, it can act as a link between businesses, sellers, and purchasers for their mutual advantage. Naturally, a formula that will later be applied as a law as a reference for any current difficulties must be included while developing a solution.

So what, from an Islamic perspective, is the rule about online purchasing and selling? And how, from an Islamic viewpoint, are internet purchases and sales permitted (halal)? The researcher will examine each of these responses in turn in this article in order to later present a suitable conclusion that the readers can accept in straightforward language. so that the reader has a better understanding of the law of online trading from an Islamic perspective.

2 Literature Review

2.1 Buying and Selling

The act of exchanging things for other goods in a specific way is known as buying and selling [3]. Services and the usage of exchange instruments like money are included in this. buying and selling itself, i.e., exchanging products for money and transferring property rights from one person to another with their consent [10].

Both verbal and written agreements can be made while buying and selling. It is usually backed up by written evidence, such as sales invoices and payment receipts, if it is kept orally. If the agreement is made in writing, it may be executed as an official deed before a notary public or as a private deed created by the parties themselves. How to send money and deliver items are similar. Price payment is paid in cash or through the use of securities through a bank at the location and time indicated in the agreement. Unless otherwise agreed, the delivery of products takes place at the location where they are [11].

2.2 Buying and selling during the Prophet's era

Islamic teachings strongly advise against trading or conducting business. Even Rasulullah SAW began trading in the Syam nation when he was a youth [12]. It is okay to buy and sell as long as you do it correctly and in accordance with the guidelines of Islamic teachings [2].

Trading was done face-to-face back when the method of buying and selling was known as the barter system [13]. However, in this modern era where technology is becoming more advanced, people can conduct business and transactions through advanced technology, or what is known as buying and selling online [2]. In today's development, we cannot avoid the fact that the phenomenon of selling and buying online has grown and mushroomed in the middle of our daily lives [14]. beginning with the sale of clothing, footwear, purses, books, etc.

Since trading has been since the prophetic era, the majority of the prophet's wives were businesswomen [2]. For instance, the wife of the Prophet Muhammad SAW, Siti Khadijah, was a prosperous trader. There are shariah, or laws, that traders and purchasers must abide by when buying and selling, or muamalah, in Islam.

As related by Muhammad bin Abil Mujalid: "I was once instructed to question Abdullah bin Aufa's best friend by Abdullah bin Syaddad and Abu Burdah. Ask him if the Prophet's associates ever placed an advance order for wheat with full payment, they both recommended. When challenged about this, Abdullah's companion responded, "Previously, we ordered wheat, sya'ir (a low-quality kind of wheat), and olive oil from the dealers of the State of Syria in the quantity and at the scheduled delivery time." Did you place your order directly from the owners of the lands, Muhammad bin Abil Mujalid repeated. We didn't question them about that, Abdullah bin Aufa retorted." (According to Al Bukhari)

Before the development of using money to purchase these commodities, individuals had to barter when they needed anything or somethings [15]. Currently, as technology advances and becomes more sophisticated, buying and selling can be done online. In the future, however, any type of buying and selling will be acceptable and legal as long as it complies with Islamic Shari'a [2].

The Prophet Muhammad SAW strongly encouraged engaging in business, trading, or selling. According to him, nine out of ten doorways to sustenance are found in the corporate sector. However, all commercial and business dealings must adhere to Islamic precepts. A hadith mentions online commerce in relation to it. As stated in the hadith recounted by Ahmad bin Hambal and Al Baihaqi from Ibn Mas'ud, "Do not buy fish in the sea since it typically involves fraud."

Because everyone has a personal need for things like clothing, food, and shelter, Allah forbids trading as a means of providing His followers with money and flexibility. As long as people are alive, needs like this will always exist. Humans must interact with one another because none of us can meet our own needs. Nothing is more ideal in this relationship than mutual trade, where one person offers what they have and then receives something helpful from others based on their specific requirements [16].

2.3 Business Online

Online shopping and selling are described as the exchange of products and services over electronic channels, particularly the internet or other online marketplaces [17]. One illustration is the online sale of goods through websites like bukalapak.com, berniaga.com, tokobagus.com, lazada.com, kaskus, and olx.com, among others [18].

Internet sales and purchases are defined as "(a sale and purchase agreement established through electronic means (the internet) both in the form of goods and in the form of services)" by [19]. Or, according to Purnomo (2000), online transactions are "a contract that is agreed upon by determining specific qualities by paying the money in advance while the items are delivered afterwards."

Based on the foregoing understanding, it can be deduced that buying and selling on the internet refers to transactions that take place in electronic media and do not necessitate face-to-face contact between the parties involved. Instead, the characteristics and type of the goods are determined, the price is paid, and only then are the goods delivered. While the following are features of internet commerce:

1. Transactions occur between two parties;
2. There is an exchange of goods, services or information;
3. The internet is the main medium in the process or mechanism of the contract.

The transaction process (contract) and the primary media in the process are what set apart online business from offline business, as can be observed from the criteria listed above. A key component of a business is akad. Generally speaking, in Islam, business explains the existence of a physical transaction by presenting the object at the time of the transaction, or without presenting the object ordered, but with the requirement that the nature of the object must be stated concretely, either delivered directly or submitted later until a certain time limit, as in as-salam transactions and al-istishna transactions. An as-salam transaction is one in which the money is made in cash or quickly, but the delivery of the goods is halted (Hasanah, 2018). While the al-istishna transaction is a type of transaction with a payment system that is made immediately or delayed depending on the terms of the agreement and delayed delivery of goods [7].

3 Method

This normative legal analysis research uses secondary data from various literature and previous articles. The collected data were analyzed using a qualitative descriptive approach with data reduction steps, data display, verification, and conclusion.

4 Result and Discussion

4.1 Online transactions from the viewpoint of Islamic legal

Online transactions for buying and selling might be either legal or illegal, not the act of buying and selling themselves. As long as the transaction is conducted in accordance with Islamic law and, of course, there are no aspects of fraud, coercion, or abuse, it is permissible to purchase and sell things online. This is based on a Hadith from the Prophet Muhammad SAW, according to which the Prophet Muhammad SAW forbade the sale and purchase of gharar (fraud) [20].

The contract is what gives online buying and selling transactions validity. Online transactions for buying and selling are, of course, valid after meeting the requirements for a legitimate sale and purchase as well as the requirements of the contract for buying and selling [21]. Online buying and selling transactions are obviously acceptable provided all the requirements and pillars are met and there is no fraud, coercion, or even usury; conversely, if the requirements and pillars of the contract and buying and selling are not met, the buying and selling is invalid [22].

According to decision No. 52 (3/6) of 1990 by Majma' Al Fiqh Al Islami (OKI Jurisdiction Division), "If the contract takes place between two people who are far apart and are not in the same majlis and the perpetrators of the transaction, one does not see each other, does not hear each other's transaction partners, and the media between them is writing or letters or errand person, this can be applied to facsimile, telex, and computer (The agreement is then finalized with the delivery of qabul to each party to the transaction. The permission and acceptance that happens are immediate as if both parties were present if the transaction is completed all at once while the two parties are geographically separated. This is true for transactions made over the phone or using a mobile phone. The permission and qabul that take place in online buying and selling transactions are therefore legal even when the two parties are not in the same area or close to one another and are conducted over the phone and the internet [23].

When purchasing and selling items online, the things are only visible in photos, and the specs are fully described, with details that may have an impact on the selling price of the items. As long as there is no element of gharar or obscurity, the bulk of Ulama's online purchasing and selling transactions are justified by the provision of precise specifications or descriptions in the form of images, types, colors, shapes, models, and those that affect the price of items.

The salam buying and selling contract, which stipulates that the salam contract passes over the money before getting the goods, includes the online purchasing and selling contract financing services for online purchasing and selling where financing is done concurrently with placing an order for items. The products become the seller's debt following the upfront payment under this salam contract. This exchanging of greetings is based on verse 282 of letter Al-Baqarah in the Qur'an.

"O believers! When you contract a loan for a fixed period of time, commit it to writing. Let the scribe maintain justice between the parties. The scribes should not refuse to write as Allah has taught them to write. They will write what the debtor dictates, bearing Allah in mind and not defrauding the debt".

Based on the following Hadith, Ibn Abbas recounted that Rasulullah SAW traveled to Medina, where locals offered salaf (salaam) in fruit for one, two, and three years. Whoever gives salaf (salam), let him do it for a predetermined amount of time using precise measures and balances.

Online trading is permitted as long as the products or goods being exchanged adhere to the established requirements or qualities of the products, and are already aware of the nature and type of the things to be bought. With the development of information and technology, product descriptions can now be previewed as videos or photographs. The buyer has the right to make khiyar if the product or products acquired do not meet the agreed-upon features [24]). The marketplace in today's modern period is a location for online buying and selling, offering menus or options for items that do not match the description of the goods to be returned goods and money or replace defective goods acquired by the buyer. In addition to offering guarantees to consumers and sellers, the marketplace is legitimate and binding on both buyers and sellers [25]. Because you need a state-issued business license in Indonesia in order to open a business [26]. Therefore, in order to follow legal procedures, both the buyer and the seller may report items like fraud to the marketplace. According to an

agreement, the buyer may return or return the products to the seller if the buyer's possessions do not correspond to the sales description.

Nevertheless, the marketplace also offers a menu for submitting refunds and goods on the marketplace as long as the returned items do not match or are damaged with the description of the goods being sold, then the marketplace acts as an intermediary to determine who made the error and the seller cannot immediately disburse funds before the buyer stated that he received the item he ordered and did not submit a refund application. If there are damages or flaws with the item the buyer got after making an online purchase, the item may be returned. Therefore, it does not harm the customer. In Islam, buying and selling are essentially done on the basis of consent, therefore there is never any pressure to make a purchase.

Online buying and selling transactions are unlawful if they do not adhere to the rules of Islamic law, which have established the fundamentals of contract terms and buying and selling. So that consumers and sellers can conduct legitimate online buying and selling transactions without worrying about fraud, protection for online buying and selling must be firm and upheld as fairly as possible. Online transactions are carried out because they make use of ever-sophisticated technology, allowing them to benefit and gain from the times and the available technology.

As long as the goods being traded and sold are legal and do not belong to other people, online buying and selling transactions are permitted. Of course, pricing and items must be clearly stated to prevent fraud and miscommunication between the vendor and the consumer. The conditions that allow buying and selling online include:

1. Must comply with Islamic religious law, in order to avoid prohibited business transactions, fraud, fraud and coercion.
2. There is an agreement between two parties (seller and buyer), if something undesirable happens between the agreement or cancellation. Which has been regulated in Islamic fiqh regarding the forms of choice or alternative in buying and selling contracts to choose to continue or cancel the contract that has occurred.
3. There must be strict and clear controls, sanctions and legal regulations from the government (competent institutions) to guarantee the permissibility of doing business transactions online for the public.
4. The object of sale and purchase (goods or prices are holy and useful goods, not unclean or unclean goods, because goods which are illegal in substance are forbidden to be traded.
5. The object of sale and purchase and the amount of payment are known clearly by both parties so as to avoid gharar.
6. Items purchased must have clear criteria and specifications or descriptions such as pictures, prices and sizes similar to the process that occurs in online stalls because they are intangible or invisible during a purchase transaction to avoid obscurity or gharar.
7. The buyer is given the right (khiyar) to cancel the sale and purchase or accept willingly if the goods received are not in accordance with the order.

If the terms and conditions outlined above are not followed when buying and selling online, then it is against the law. The protection of the state must include the benefit and protection of the people when they buy and sell. so that events don't take place that harm the nation's citizens and cause fraud, issues, and devastation.

It's the same to purchase and sell offline as it is to do so online. There are some that are lawful, others that are illegal, and some that are both. Online shopping and selling are prohibited for a number of reasons, but they are often permitted in Islam since they adhere to the same basic laws as offline transactions and salam contracts.

1. The system is unlawful
2. The goods or services that are the object of the transaction are goods or services that are forbidden, such as drugs, human trafficking, copyright infringement, sites that can lead visitors into adultery.
3. Violating agreements or contracts and containing elements of coercion, fraud and others

Islam also teaches that in order to conduct business, there must be honesty, fairness, and a commitment to not defrauding one another, as well as a strong legal framework that serves the interests of the community and the state. Online transactions that are allowed, lawful, and legal in accordance with Islamic law include:

1. The pillars and conditions of the sale and purchase contract are fulfilled
2. The pillars and conditions of sale and purchase are also fulfilled
3. The product to be traded must be halal.
4. Clarity on the status of the seller, and the goods being sold are owned by themselves. If it belongs to someone else, then that person must give permission and know clearly.
5. Appropriateness of the price with the quality of the goods sold, and the suitability of the goods offered with the goods received by the buyer or in terms of real picture online buying and selling.
6. Mutual honesty and trust between the seller and the buyer or always trustworthy

While the payment for products received by the vendor through online sales is not cash, the things are delivered in cash by courier. This is based on the rulings of DSN MUI (Majelis Ulama Indonesia) Fatwa No.04/DSN-MUI/IV/2000 about Murabaha and Majma' Al-Fiqh Al-Islami (Fiqh Division of Islamic Cooperation Organizations/OIC) No.51 (2/6) 1990, which permits non-cash purchasing and selling.

Al-Bai al-Maushuf Fi Dzimmah, or buying and selling with selling pivotal or non-cash objects, is the opinion of the majority of scholars who permit transactions on ready stock goods, but handed over or sent by online sellers later. The specifications and characteristics can be known for this type of transaction. Therefore, internet buying and selling is permissible as long as no party is hurt, pressured, cheated, or defrauded, and as long as Islamic principles and Shari'a are not breached.

5 Conclusion

Online transactions can, of course, be convenient and advantageous for the community, but if they violate Islamic law and are carried out without good human intention or ethics—one of which is to treat others unfairly—then people will cheat and harm one another. With the legal guidelines for buying and selling in Islam, which are in conformity with the laws of the Shari'a based on the Qur'an and Hadith, Islam plays the duty of protecting humanity at all times. This is done to prevent mankind from falling victim to the widespread greed and deceit of today. Online buying and selling transactions will advance society and the nation toward peace and prosperity if they are conducted in conformity with Islamic law's standards. As long as it does not contain elements that can harm it, such as usury, tyranny, fraud, coercion, fraud, and the like, and as long as it complies with the tenets and conditions of the sale and purchase contract and the tenets and conditions from the trade itself, online buying and selling is acceptable and legal from the perspective of Islamic law. Online transactions for buying and selling are acceptable from the standpoint of Islamic law if they adhere to the standards set forth in Islamic law for buying and selling, specifically the standard of exchanging greetings, with the exception of goods and services that are prohibited from trade under Islamic law. In this situation, the buyer is entitled to khiyar rights under Islamic law, which allow them to back out of the sale and acquire or keep going.

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