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Samsarah Practices on Affiliates in the Shopee Marketplace: Islamic Economic Law Perspective

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Abstract: This study aims to analyze affiliate marketing practices on the Shopee platform from an Islamic economic law perspective, particularly regarding the *samsarah* (intermediary) contract and percentage-based commissions. This research uses a normative legal methodology from an Islamic economic perspective, presented descriptively. Islamic economic legal theory is used as an analytical instrument to examine the practice of *samsarah* affiliate marketing in the e-commerce platform Shopee. The results of the study show that from an Islamic legal perspective, affiliate marketing practices on Shopee can be categorized as a valid *samsarah* contract, by fulfilling two main requirements: clarity of the contract and clarity of the commission. Clarity of the contract relates to the transparency of the type of transaction and the compensation received by the affiliated party. In this case, a percentage-based commission system is acceptable as long as there is no uncertainty (*gharar*) that would be detrimental to any party. Although some scholars permit percentage-based commissions with an uncertain nominal value, the majority of scholars emphasize the importance of clarity on the commission value that must be agreed upon beforehand so that the transaction remains valid under Islamic economy law. This mechanism aligns with the concept of *ittihadul majlis*, where agreements and explanations of commissions between merchants and affiliate marketers take place within a clear timeframe, both through platforms and digital communication channels, thus ensuring that the agreement is in line with Islamic economic principles.

Keywords: *Samsarah*, affiliate marketing, Shopee, e-commerce, Islamic economic law

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***Abstrak**: Penelitian ini bertujuan untuk menganalisis praktik affiliate marketing di platform Shopee dengan perspektif hukum ekonomi Islam, khususnya terkait dengan akad samsarah (perantara) dan komisi yang bersifat persentase. Penelitian ini menggunakan metodologi hukum normatif perspektif ekonomi Islam yang disajikan secara deskriptif. Teori hukum ekonomi Syariah digunakan sebagai instrumen analisis untuk mengkaji praktek samsarah affiliate marketing pada e-commerce Shopee. Hasil penelitian menunjukkan bahwa dalam perspektif hukum Islam, praktik affiliate marketing di Shopee dapat dikategorikan sebagai akad samsarah yang sah, dengan memenuhi dua syarat utama: kejelasan akad dan kejelasan komisi. Kejelasan akad terkait dengan transparansi jenis transaksi dan kompensasi yang diperoleh pihak afiliasi. Dalam hal ini, sistem komisi yang berbasis persentase dapat diterima selama tidak ada ketidakpastian (gharar) yang merugikan pihak manapun. Meskipun sebagian ulama memperbolehkan komisi berbasis persentase dengan nominalnya belum pasti, mayoritas ulama menegaskan pentingnya kejelasan nilai komisi yang harus disepakati sebelumnya agar transaksi tetap sah dalam hukum ekonomi Islam. Mekanisme ini selaras dengan konsep ittihadul majlis, di mana kesepakatan dan penjelasan komisi antara pedagang dan pemasar afiliasi berlangsung dalam jangka waktu yang jelas, baik melalui platform maupun saluran komunikasi digital, sehingga memastikan bahwa kesepakatan tersebut selaras dengan prinsip ekonomi Islam.*
***Kata Kunci**: Samsarah, Affiliate Marketing, Shopee, e-commerce, hukum ekonomi Islam*

Introduction

The development of technology makes it easy for humans to carry out muamalah activities. Muamalah activities are part of Islamic teachings. One form of muamalah that is often carried out by the community is business. Simply put, business activities are basically all forms of human activities, whether individual or group, to fulfill the needs of life based on existing values and rules.[1] The emergence of e-commerce is clear evidence of the use of technology in buying and selling activities. The concept of buying and selling in e-commerce brings together two parties in a transaction. Buying and selling can only take place if there are at least two parties involved. The first party, as the seller, is obligated to deliver the goods or objects being sold and to ensure that

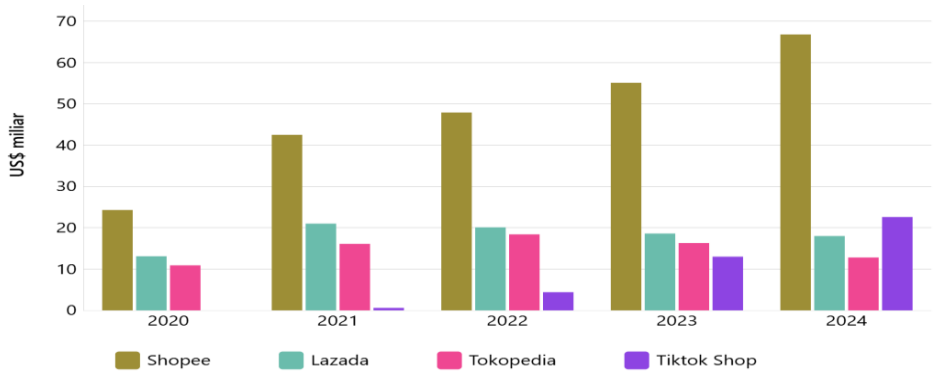
[1] Reza Octavia Kusumaningtyas, et.al., "Reduction of Digitalization Policy in Indonesian Msmes and Implications for Sharia Economic Development," *JURIS: Jurnal Ilmiah Syari'ah* 21, No. 2 (2022). Abd Hafid et al., "The Application of Khiyar Principles to E-Commerce Transaction: The Islamic Economy Perspective," *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 8, no. 1 (2024), p. 403–420. Lusiana Lusiana., "Istihsan Concept in Multi Contract Online Transactions of Go-Food Services in The Go-Jek Application. *Nurani: Jurnal Kajian syari'ah Dan Masyarakat* 22, No. 1 (2022), p. 95-108.

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the goods are in good condition and free from defects. The second party, as the buyer, is obligated to pay the purchase price. [2]

One e-commerce platform that is easily accessible is the Shopee app. Shopee is an electronic trading platform for easy and fast online buying and selling. Shopee is one of the marketplaces that takes advantage of business opportunities by maximizing the mobile segment. Shopee is available in the form of a mobile app and website to facilitate online shopping.[3] Shopee app users do not need to leave their homes or meet face-to-face with sellers and buyers to conduct transactions. All transactions can be done easily and quickly with prices and types of goods available on the app.

Shopee is one of the largest e-commerce marketplaces in Southeast Asia. A report by Momentum Works to Katadata shows that the e-commerce market in Southeast Asia grew by 12% annually, with an estimated value of US$128.4 billion or Rp2,085 trillion (assuming an exchange rate of IDR.16,290 per US$) by 2024. The three leading platforms, Shopee, TikTok Shop, and Lazada, dominate the top positions, accounting for 84% of the market share in Southeast Asia. Shopee even leads the pack, with an estimated US$66.8 billion or Rp1.088 trillion by 2024. This online shopping platform holds a 52% market share in Southeast Asia.[4]



Source: https://databoks.katadata.co.id/

[2] Asyharul Muala, "Repositioning of Islamic Economics in the Era of Globalization from the Maqāṣid Syarī'ah Perspective," *Journal of Islamic Law* 1, No. 1 (2020). Nurhasanah Nurhasanah and Indra Rahmatullah, "Financial Technology and the Legal Protection of Personal Data: The Case of Malaysia and Indonesia," *al-Risalah: Jurnal Kajian Hukum dan Sosial Keagamaan* 20, No. 2 (2020). Haris Maiza Putra, et.al., "Reconstruction of the Practice of Siyasa Syar'iyyah During the Islamic Empire's Relevance to the Practice of Sharia Financing CWLS Retail in Indonesia," *Istinbath: Jurnal Hukum Islam* 8, No. 2 (2023).

[3] Eka Septiana Sulistiyawati and Anna Widayani, "Marketplace Shopee Sebagai Media Promosi Penjualan UMKM Di Kota Blitar," *Jurnal Pemasaran Kompetitif* 4, no. 1 (2020), p. 133.

[4]https://databoks.katadata.co.id/ecommerce/statistik/685d3cef5a751/shopee-kuasai-gmv-e-commerce-di-asia-tenggara-hingga-2024.

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The increase in Shopee users is influenced by continuous strategies and innovations. Shopee has been conducting marketing content based on design indicators, current news, reading experience, display time, and news content. Shopee customers' purchasing decisions show high value in terms of the number of purchases made on Shopee.[5] In addition, Shopee has launched its Shopee Affiliate program. Shopee affiliate is one of the marketing strategies in e-commerce. The Shopee affiliate program will help companies to market through social media such as Instagram, TikTok, YouTube, and other social media platforms.[6]

Shopee Affiliate provides social media users with the opportunity to earn additional income by promoting Shopee products through their social media accounts.[7] Through this program, anyone can register as an affiliate partner and promote products available on the Shopee platform through their affiliate links. When a purchase is made through these affiliate links, affiliate partners are entitled to a commission on the sales generated.

Online business activities with the affiliate system on Shopee do not require any capital at all. This is because affiliates (hereinafter referred to as affiliates) do not provide any stock; they only offer information in the form of photos, videos, or other media, along with purchase links to the online community. If someone is interested in purchasing, they will click on the affiliate's link to proceed with the transaction, and the product will be shipped directly from the supplier or contributor. Even though they do not hold inventory and only market products through photos, videos, and purchase links, affiliates still receive commissions from Shopee because consumers make purchases through those links.

Shopee affiliate is a form of *muamalah*, which in Islamic economy has certain requirements that must be met in order for this form of muamalah to be considered valid from an Islamic perspective. All forms or types of transactions and muamalah activities are regulated in Islam, including the Shopee affiliate program. Islam views all business cooperation relationships or other muamalah relationships as permissible unless there are verses from the Qur'an or other Islamic legal sources that prohibit them. Based on the principle: "The basic rule in muamalah cases is permissibility".[8]

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[5] Ramayani Yusuf, et.al., "Pengaruh Konten Pemasaran Shoppe Terhadap Pembelian Pelanggan," *Jurnal Manajemen Pendidikan dan iImu Sosial* 1, no. 2 (2020), p. 506–515.

[6] Ira Yanti, et.al., "Peran Shopee Affiliate Terhadap Peluang Kerja," *Jurnal Ekonomi Manajemen dan Bisnis* 1, no. 1 (2023), p. 23–26.

[7] Shopee.com. Apa itu Shopee Affiliate Program? https://help.shopee.co.id/portal/4/article/72053-%5BShopee-Affiliates-Program%5D-Apa-itu-Shopee-Affiliates-Program (Accessed, November 20, 2024).

[8] Abu Muhammad Solih bin Muhammad Al Asmariy, *Majmuah Al-Fawaid Al-Bahiyah 'Ala Manzumah Al-Qawa'id Al-Fikihyah*, (Jeddah: Dar As-Sami'iy, 2000). p. 75. Nur Insani, et.al., "Empowering Muslim Women: Bridging Islamic Law and Human Rights with Islamic

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This rule has provided ample room for the development of contract forms in modern transactions, in accordance with the spirit of Islamic law, which is capable of adapting and being applied in various places and circumstances. Similarly, digital marketing concepts are permissible if they are carried out in accordance with Islamic principles. Affiliate program transactions are considered business cooperation activities. Such transactions are deemed compatible with Islam if their implementation adheres to the principles and foundational guidelines of Islamic jurisprudence.

The practices that occur in Shopee affiliate programs can be categorized as ju'alah contracts from the perspective of classical fiqh. Ju'alah literally means "something given to someone for what they have done." In terms of sharia terminology, ju'alah is the determination of a specific wage for a specific task.[9] However, the discussion of affiliate marketing as a ju'alah contract is not new in legal discourse. The compatibility of the affiliate concept with the ju'alah contract has found common ground that can be tested for validity. Therefore, in addition to ju'alah, another contract that may also be relevant to the concept of affiliate marketing is the samsarah contract. A *samsarah* is a contract that regulates the role of intermediaries in sales transactions. The meaning of samsarah can be seen in the following definition:

وَالسِّمْسَرَةُ هِيَ الْوَسَاطَةُ بَيْنَ طَرَفَيْ الْعَقْدِ لِإِتْمَامِ الْعَقْدِ أَوِ الدَّلَالَةِ عَلَيْهِ

Samsarah is a mediator between two parties to a contract to perfect the transaction or act as an intermediary on its behalf.[10]

Samsarah is an intermediary role between two parties in an agreement to help finalize the agreement or provide guidance to one of the parties regarding the agreement. This role includes activities such as bringing together sellers and buyers or providing information related to the goods or services being traded. It is important to understand how affiliate marketing practices, especially those implemented by Shopee, can be compared to the concept of samsarah and whether they comply with Islamic law.

In addition, another issue that arises in affiliate marketing programs is the determination of commissions based on percentages, which often lack clarity in terms of specific amounts. In Islamic law, speculative determinations that involve uncertainty (*gharar*) can be problematic, especially if they could harm one of the parties in the transaction. As in the following example:

Economics," *De Jure: Jurnal Hukum dan Syariah* 16, No. 1 (2024). Hisam Ahyani, et.al., "Building the Values of Rahmatan Lil 'Alamin for Indonesian Economic Development at 4.0 Era from the Perspective of Philosophy and Islamic Economic Law," *al-Ihkam: Jurnal Hukum dan Pranata Sosial* 16, No. 1 (2021).

[9] Zakariya Al-Ansori. *Fath Al-Wahhab* (Surabaya: Dar Al-'Ilmi), Juz 1, p. 267

[10] Lajnah Al-Fatwa Syubkah Islamiyah, *Fatawa Syubkah Al-Islamiyah.* (Maktabah Syamilah, 1431). Juz 12 p. 4245.

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(وَيُشْتَرَطُ كَوْنُ الْجُعْلِ مَعْلُومًا)؛ لِأَنَّهُ عِوَضٌ كَالْأُجْرَةِ وَالْمَهْرِ

The commission is required to be something that is known. Because it is a reward for services rendered, such as wages and dowry.[11]

In transactions, clarity regarding the amount of compensation (ju'lu) is a key requirement for a contract to be valid. This is because ju'lu is considered a form of compensation similar to wages or dowry, where ambiguity can lead to disputes in the future. This includes the percentage of value obtained in affiliate programs, which must also be clear. Therefore, it is important to explore how Islamic law views commissions in the form of percentages and whether the practices applied by Shopee are acceptable within the framework of Sharia law. One aspect of concern in the concept of muamalah is transparency and clarity in the contracts between the parties involved in the transaction. In Islam, the importance of justice and honesty in every economic transaction is strongly emphasized. Therefore, it is necessary to consider whether the concept of commissions through affiliations can be considered a valid form of transaction.

Referring to this phenomenon, this study focuses on a comparative analysis between the concept of affiliate marketing on Shopee and the principle of samsarah contract in Islamic law. This study aims to assess the permissibility of this practice from an Islamic law perspective and provide recommendations for the development of an affiliate system that is more in line with sharia.

This study uses a descriptive normative legal methodology from an Islamic economic perspective.[12] Data was collected by thoroughly analyzing literature sources, journal articles, books, legal documents, and references relevant to the topic of discussion. Islamic economic law theory was used as an analytical tool to examine the concept of affiliate marketing from the perspective of *samsarah* contracts and commissions in Shopee e-commerce.

E-commerce and Marketplace from an Islamic Law Perspective

The rapid development of e-commerce and marketplaces has revolutionized traditional buying and selling practices, allowing transactions to occur without the physical presence of goods. This shift raises significant legal and ethical questions, particularly in the context of Islamic law, which emphasizes clarity (*bayyinah*), the avoidance of uncertainty (*gharar*), and the protection of both buyers and sellers. By comparing classical concepts such as bay' al-ghaib and khiyar with modern e-commerce features such as product descriptions, customer reviews, warranties, and return policies, this study explores how contemporary mechanisms can meet Sharia requirements for fair

[11] Kamaluddin Muhammad bin Musa Ad-Damiri, *Najm Al-Wahhaj fi syarh Minhaj*, (Jeddah: Darul Minhaj, 2004), Juz 6, p. 94

[12] Munir Fuady, *Pengantar Hukum Bisnis, Menata Bisnis Modern di Era Global,* Bandung: PT Citra Aditya Bakti, 2008, p. 25-26

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and transparent trade. While buying and selling using current e-commerce platforms (e.g., Shopee, Tokopedia, Amazon), online transactions can be aligned with the principles of Islamic law, greater attention must be paid to issues such as trust, the accuracy of product information, and the availability of buyer protections. [13]

E-commerce is a crucial aspect of the economy for companies offering goods or services online. E-commerce allows sellers or companies to target a wider audience than traditional retail. The world of enterprise technology has seen tremendous expansion in recent decades. Companies are using technology to gain a better position in the market. The ethical perspective of e-commerce in Islam will be examined to explain to Muslims how they can benefit from this new form of business. [14] Cultural changes in daily life are influenced by advances in technology, information, and computer development. This has also given rise to new patterns in the world of commerce. Currently, the most widely adopted method by the public is e-commerce (electronic commerce). Despite the various conveniences offered by this technology, there are also concerns among Indonesian Muslims regarding its Islamic jurisprudence (*fiqh*). E-commerce transactions, both the sale of goods and services, can be analogized to the sale of salam, which has been legalized since the beginning of Islam through the Sunnah of the Prophet. The use of e-commerce in Indonesia is permitted as long as both parties understand each other. [15]

E-commerce transactions are buying and selling processes conducted without face-to-face meetings. Using e-commerce offers many conveniences for both sellers and buyers. This convenience does not mean there are no problems. For Muslims, understanding the status of e-commerce transactions is crucial. E-commerce shares similarities with bai' as-salam, namely the elements of a transaction and the deferral of goods for expedited payment. However, while bai' as-salam involves face-to-face meetings for the execution of sighat, this is

[13] Aaizulrahman Fikra, "An Islamic Law Perspective on Online Buying and Selling Without Direct Inspection of Goods (Bay' al-Ghaib) in E-Commerce Practices," *SYARIAT: Akhwal Syaksiyah Jinayah Siyasah and Muamalah* 1, No. 4 (2025), p. 206-214. Bambang Iswanto and Miftah Faried Hadinatha, "Sharia Constitutionalism: Negotiating State Interests and Islamic Aspirations in Legislating Sharia Economic Law," *Ahkam: Jurnal Ilmu Syariah* 23, No. (2023).

[14] Anita Ali, et.al., "Islamic Perspective of E-Commerce Transactions: A Solution to Contemporary Commercial Problems," *The Scholar Islamic Academic Research Journal* 7, No. 2 (2021), p. 58-77. Husain Insawan, et.al., "Implementation of the Eco-Metaverse in Indonesia: Sharia Economic Perspective," *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 9, No. 1 (2025).

[15]Muhammad Ifandi, "Analysis of E-Commerce in The Perspective of Islamic Economics," *El-Iqthisadi: Jurnal Hukum Ekonomi Syariah Fakultas Syariah dan Hukum* (2024). Muhammad Ilyas Marwal, et.al., "Responsive Law of the National Sharia Council of the Indonesian Ulema Council's Fatwa on Permissibility of Electronic Money," *El-Usrah: Jurnal Hukum Keluarga* 8, No. 1 (2025).

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different from e-commerce, where communication is conducted via chat. E-commerce is permitted under Islamic law, provided it does not contain elements of *riba, gharar, maisir*, or anything contrary to *sharia*. Therefore, when it comes to e-commerce payment systems, it is recommended not to use credit cards to avoid riba. [16]

Because it is a new transaction model, the legal status of Muslim scholars has not been based on classical fiqh books. Based on reality, scholars must find the law in Islam through ijtihad. According to Islamic law, buying and selling using e-commerce can be stated as follows: first, the implementation of e-commerce can be explained that consumers choose goods to be purchased from the seller's website, then the consumer transfers a certain amount of price to the seller's account and finally the seller sends the goods to the consumer; second, based on the maxims of fiqh law, e-commerce is permitted as long as there are no elements prohibited by Islamic law that contradict the principles of *muamalah*. So, the implementation of online buying and selling can be explained that consumers choose goods to be purchased from the seller's website, then the consumer transfers a certain amount of price to the seller's account and finally the seller sends the goods to the consumer. As for the Islamic legal review of online buying and selling, it is permitted as long as there are no elements prohibited in Islamic law that can prohibit it and do not contradict the principles of *muamalah*.[17]

Affiliate Marketing on the E-commerce Shopee

Affiliate marketing is a form of product marketing that involves selling other people's products, with the marketer receiving a commission in return if a purchase is made through the affiliate/marketer's referral. Affiliate Marketing is a way to earn money by selling products from companies or organizations that own the products (affiliate merchants) by joining as a product marketer (affiliate marketers) and getting paid after the product is sold. This business model allows affiliates between e-commerce websites to promote/sell products online. This program provides additional income to content creators simply by promoting Shopee products on social media.[18] The implementation of the Shopee affiliate program is related to an agreement/contract, namely a cooperation agreement

[16] Annisa Dwi Kurniawati, "Transaksi E-Commerce dalam Perspektif Islam," *El-Barka: Journal of Islamic Economics and Business* 2, No. 1 (2019), p. 90-113. Iwan Setiawan, et.al., "Legal and Ethical Analysis of Mystery Box Transactions in E-Commerce Platforms: A Sharia Economic Law Perspective," *El-Mashlahah* 15, No. 2 (2025).

[17] Wakhidah Wakhidah and Chamim Thoha Tohari, "Jual Beli on line (E-Commerce) ditinjau dari Perspektif Hukum Islam," *Jurnal Justisia Ekonomika Magister Hukum Ekonomi Syariah* 2, No. 2 (2019).

[18] Windi Erfiana and Devi Purnamasari, "Strategi Content Marketing Influencer Melalui Shopee Affiliate Program Pada Instagram," *Jurnal Ilmiah Komunikasi Makna* 11, no. 2 (2023), p. 134.

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between Shopee and Shopee affiliate members. The pattern of cooperation between Shopee and Shopee affiliate members is a relationship between a service provider and a marketing service in a cooperative partnership.

An affiliate system is a third-party marketing system that offers goods through social media to social media users themselves. If any of these social media users are interested in the products we market and purchase them through the link that has been shared, they will then receive a commission from the e-commerce platform selling the goods, not from the manufacturer/supplier of the goods. This program benefits both parties. Companies can expand their marketing reach without having to invest heavily in marketing. On the other hand, affiliates earn income from the promotional activities they undertake.[19] Affiliate marketing on the Shopee marketplace is a form of commission-based marketing, where an individual or third party (known as an affiliate) promotes products sold by sellers on the platform. Affiliates act as intermediaries who help promote products to potential buyers through various media such as blogs, social media, or websites.

Affiliate applications assign affiliates to promote products in several ways, including sharing links, using referral codes, writing product reviews, and creating content about the products. However, the latest product promotion method is for affiliates to sell products directly through live programs on social media, allowing affiliates to find potential buyers for affiliate products.[20] The affiliate system on Shopee as a marketplace begins with the affiliate program registration process. After joining, affiliates can select specific products from a list of participating sellers to promote. Promotions are conducted by sharing a special link with potential buyers. When someone purchases a product through that link, the affiliate receives a commission calculated as a percentage of the transaction value. Earnings from the Shopee Affiliate Program are calculated as a commission percentage. New users receive a 10% commission with a maximum limit of Rp 10,000 per transaction, and payments are made transparently via the referral link.[21]

[19] Isnania Wiaam, et.al., "Islamic Ethics and Values in the Shopee Affiliate Program: Qawaid Fiqhiyyah Approach," *Demak Universal Journal of Islam and Sharia* 2, no. 03 (2024), p. 333–346.

[20] Sarah Sobrina Balqis and Achmad Ali Mustofa, 'Analisis Program Tiktok Dan Shopee Affiliate Perspektif Maslahah Mursalah', *Jurnal Ilmiah Ekonomi Islam* 9, No. 3 (2023), p. 3581.

[21] Fadhila Syahda Princessa Sissy, et.al., "Pengaruh Marketing Digital Shopee Affiliate Pada Minat Beli Mahasiswa Sistem Informasi ITS," *Jurnal Manuhara: Pusat Penelitian Ilmu Manajemen Dan Bisnis* 2, no. 1 (2024). Jum Anggriani, et.al., "Digitalization of Land Certification: Legal Perspectives from Islamic, Positive, and Administrative Law*," Istinbath: Jurnal Hukum Islam* 10, No. 2 (2025).

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Analysis of *Samsarah* Affiliate Agreements on Shopee E-commerce

Samsarah contracts can be analyzed in Islamic law by referring to classical fiqh books that discuss samsarah law. The validity of income from samsarah contract transactions in Shopee affiliate means that its implementation must fulfill the pillars and conditions of the contract.

1. Analysis of the Pillars and Requirements of the *Samsarah* Contract

The validity of a muamalah contract in the view of Islamic economy law lies in the fulfillment of the provisions of the pillars and conditions. In a samsarah or intermediary contract, the following must be fulfilled in the Shopee affiliate cooperation program. Broadly speaking, samsarah contracts and ju'alah contracts have the same basic principles because both are service contracts oriented towards benefits, so the pillars and conditions are also the same, namely as follows.

a. *Al-muta'aqidani*

Every contract must involve the parties entering into the transaction or contract. In Shopee's affiliate program, the parties entering into the contract are the affiliate marketer/product marketer and the merchant/product owner. One important consideration regarding the parties entering into the contract is as follows:

صَحَّتْ جِعَالَةٌ بِأَنْ يَلْتَزِمَا أَهْلُ إِجَارَةٍ بِأَنْ يَكُونَ مُطْلَقَ التَّصَرُّفِ

> The ju'alah contract is valid if it is carried out by a party who is eligible to hire services, provided that they have complete freedom in management.[22]

This emphasizes that the validity of a ju'alah contract depends on the eligibility of the parties involved in renting or using the services, as well as complete freedom in managing the transaction. This is in line with Islamic law principles that prioritize eligibility, capacity, and clarity in every contract, in order to maintain justice and avoid disputes.

In practice, the party paying the wages must be aware of legal actions such as being of legal age, having common sense, and being intelligent. Therefore, parties such as children, insane persons, or persons under guardianship will not be legally valid if they enter into a contract. In the Shopee affiliate program, it is clear that there are two parties involved in the contract: the party that assigns the task or pays the wages, known as the ja'il, and the party that performs the task or receives the wages, known as the ma'jul lahu. The person assigning the work must be of legal age, of sound mind, and

[22] Zakariya bin Muhammad Al-Ansory, *Al-Gharar Al-Bahiyah Fii Sarh Bahjah Al-Waridiyah* (Maktabah Symilah: Matba'ah Maymuniyah, 1431). Juz 3, p. 345

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intelligent. In the Shopee affiliate program, the entity assigning the work is the Shopee marketplace. The entity operating the Shopee marketplace is undoubtedly someone who understands the law, meaning they are of legal age, of sound mind, and intelligent.

Then, the person who accepts the job is an affiliate, and before becoming an affiliate, a person must first register, and during registration, the affiliate must fill in their personal data and information in accordance with their Identity Card (KTP). It is known that KTPs are only held by people who are at least 17 years old. After filling out their personal information and other details, the individual waits up to three days to receive notification or an email confirming their acceptance into the Shopee affiliate program and can then begin performing the assigned tasks.[23]

b. *Mahall al-ta'aqud*

Mahall al-ta'aqud is something that is made the object of a contract and is subject to the resulting legal consequences. The object of a contract can be a tangible object, such as a car or house, or an intangible object, such as a benefit. The conditions that must be met in *mahall al-'aqd* are as follows: first, the object of the contract must already exist when the contract is made. Second, the object of the contract is permitted by Islamic law. Third, the object of the contract must be clear and recognizable. Fourth, the object of the contract must be transferable. The purpose of the contract is the purpose for which a contract is made. [24]

That in this agreement, the type of transaction carried out and the compensation for the work of each cooperating party must be clear. In Shopee's Affiliate Program, the type of transaction carried out is the sale and purchase of products through intermediary services, while the compensation received by marketers is a percentage of the price of the products sold.[25]

c. Shigat

Buying and selling must be done based on mutual consent between the seller and the buyer. This is manifested in the form of a contract. Each party

[23] Nuri Rahayu, Bung Hijaj Sulthonuddin, "Prespektif Hukum Ekonomi Islam Tentang Sistem Afiliasi Pada Marketplace Shopee," Jurnal Jhesy: Jurnal Hukum Ekonomi Syariah 03, no. 01 (2024), p. 6

[24]Abdul Rachman, et.al., "Dasar Hukum Kontrak (Akad) dan Implementasinya Pada Perbankan Syariah di Indonesia," *Jurnal Ilmiah Ekonomi Islam* 8, No. 1 (2022), p. 47-58. Ratna Mutia, et.al., "The Influence of Conventional Banking and Sharia Banking on Economic Growth in Indonesia," *Jurnal Ilmiah Peuradeun* 13, No. 1 (2025).

[25] Fathur Rahman, "Praktik Affiliate Marketing Pada Platform E-Commerce Dalam Tinjauan Hukum Ekonomi Syariah," *Istidlal: Jurnal Ekonomi dan Hukum Islam* 6, no. 1 (2022), p. 24–37.

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must agree on the contents of the contract, without any element of coercion, intimidation, or fraud.

(يُشْتَرَطُ) فِيهَا لِتَتَحَقَّقَ (صِيغَةٌ) مِنْ النَّاطِقِ الَّذِي لَمْ يُرِدْ الْكِتَابَةَ (تَدُلُّ عَلَى الْعَمَلِ) أَيْ الْإِذْنِ فِيهِ كَمَا بِأَصْلِهِ

> It is required in ju'alah for there to be sigah (expression) from the speaking party verbally, who does not intend to use writing, which indicates permission for the work as a basic principle.[26]

This explains the importance of *shigah* or expressions that indicate agreement or permission in transaction contracts, especially for those who use verbal communication. This is to ensure that the contract is clear and understood by all parties involved. In the context of Islamic law, *shigah* is considered one of the pillars of a contract that guarantees the validity and transparency of a transaction.

In the context of Shopee Affiliate, *shigah* can be interpreted as a form of digital agreement between Shopee and affiliates. This agreement is not in the form of a verbal or conventional written agreement, but rather a digital agreement through the Shopee Affiliate platform, such as by agreeing to the terms and conditions displayed online.[27]

As explained in the analogy, *shigah* must indicate permission to perform work, which in this case is promoting Shopee products through affiliate links. With this approval, affiliates are allowed to market products and earn commissions. This reflects the validity of the contract in accordance with the principles of *shigah*, even though it is carried out in a modern digital format, but does not conflict with sharia law.

2. Analysis of Contract Clarity

The conditions for commissions to be permissible are honesty and transparency. Commissions must not be based on harmful practices, such as deceiving buyers or providing false information. As long as Shopee affiliates act in accordance with the principles of honesty and transparency, and there are no elements of fraud or usury in the transaction, the commissions they earn are halal.

[26] Ibnu Hajar Al-Haitamy, *Tuhfah Al-Muhtaj Fi Syrah Al-Minhaj,* (Kairo, Maktabah At-Tijariyah, 1983) p. 366.

[27] Nuri Rahayu, Bung Hijaj Sulthonuddin, "Prespektif Hukum Ekonomi Islam Tentang Sistem Afiliasi Pada Marketplace Shopee," *Jurnal Jhesy: Jurnal Hukum Ekonomi Syariah* 03, no. 01 (2024). Reslawati Reslawati, et.al., "Barriers to Halal Certification among Micro, Small, and Medium Enterprises in Makassar: Financial, Digital, and Governance Perspectives," *Syariah: Jurnal Hukum dan Pemikiran* 25, No. 2 (2025).

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سِمْسَرَةُ الْحَاضِرِ لِلْبَادِي، صُورَتُهَا: أَنْ يَتَوَلَّى الْحَضَرِيُّ بَيْعَ سِلْعَةِ الْبَدَوِيِّ، بِأَنْ يَصِيرَ الْحَاضِرُ سِمْسَارًا لِلْبَادِي الْبَائِعِ، وَبِهَا قَالَ الْجُمْهُورُ وَالْحَنَفِيَّةُ. حُكْمُهَا: جُمْهُورُ الْفُقَهَاءِ عَلَى التَّحْرِيمِ..

> A samsarah contract occurs when a city dweller acts as an intermediary in selling goods belonging to villagers. In other words, the city dweller becomes a broker for the villagers who are selling their goods. According to the majority of scholars and the Hanafi school of thought, this practice is permissible in its implementation; however, the majority of jurists (fuqaha) agree that it is prohibited. Further discussion on this matter will be elaborated in the chapter on prohibited transactions.[28]

The above analogy states that *simsarah al-hadir li al-badi* is a practice in which city dwellers act as intermediaries to sell goods belonging to villagers. The majority of scholars, including the Hanafi school of thought, prohibit this practice because it can open up opportunities for exploitation of villagers who do not understand the market, as well as to prevent monopolies and maintain fairness in transactions. Then added with the following analogy:

الِاسْتِثْنَاءُ مِنَ الْمَبِيعِ: إِذَا كَانَ الَّذِي اسْتَثْنَاهُ مَعْلُومًا وَلَا يُفْضِي إِلَى جَهَالَةِ الْمَبِيعِ - نَحْوَ أَنْ يَسْتَثْنِيَ وَاحِدَةً مِنَ الْأَشْجَارِ - أَوْ مَنْزِلًا مِنَ الْمَنَازِلِ - صَحَّ بِالِاتِّفَاقِ، وَبِهِ قَالَ شَيْخُ الْإِسْلَامِ. وَإِذَا كَانَ الَّذِي اسْتَثْنَاهُ مَجْهُولًا نَحْوَ أَنْ يَسْتَثْنِيَ شَيْئًا غَيْرَ مَعْلُومٍ لَمْ يَصِحَّ الْبَيْعُ - لِمَا يَتَضَمَّنُهُ مِنَ الْغَرَرِ مَعَ الْجَهَالَةِ. عَنْ جَابِرِ بْنِ عَبْدِ اللَّهِ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنِ الثُّنْيَا إِلَّا أَنْ تُعْلَمَ.

> Exceptions in buying and selling have certain conditions. If the excluded item is clear and does not cause uncertainty about the item being sold, then the exception is valid according to the agreement of the scholars. An example is the exclusion of one tree from a garden or one house from a complex. This opinion was also expressed by Shaykhul Islam. On the other hand, if the excluded item is not clearly known, such as mentioning something that is unclear, then the sale is invalid because it contains elements of gharar (uncertainty) and jahalah (ignorance). The evidence for this is the hadith narrated from Jabir bin Abdullah, that the Prophet ﷺ prohibited exclusions (tsunya) unless the exclusion is clear and known with certainty.[29]

From the above analogy, it can be understood that in the context of fiqh on buying and selling, exceptions in transactions have conditions that must be met in order to remain valid. One of the main conditions is that the excluded item must be clear and known with certainty. For example, in the sale of a garden, if the seller states that a specific tree is not included in the sale, and that

[28] Abu Malik Kamal bin Sayyid Salim, *Shahih Fikih As-Sunnah Wa Adillatuhu Wa Taudih Madzahib Al-Aimmah* (Kairo: Maktabah Taufiqiyah, 2004), Juz 4, p. 278.

[29] Abu Malik Kamal bin Sayyid Salim, *Shahih Fikih As-Sunnah,* p. 278.

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tree can be clearly identified, then the exception is valid. This is because there is no uncertainty (*gharar*) or ignorance (*jahalah*) affecting the transaction. Conversely, if the exclusion is vague, such as stating that "something" in the orchard is excluded without clear details, then the transaction becomes invalid. This uncertainty violates the principle of fairness in the contract because it can lead to disputes between the parties involved.

In the context of the Shopee Affiliate agreement, clarity in the initial agreement is very important. Shopee Affiliate basically involves two parties: the affiliate (as the marketer) and the Shopee platform (as the product provider). In this system, commissions are usually given to affiliates based on a certain percentage of successful sales. If the system or initial agreement is not clearly explained, such as how the commission percentage is calculated, which products qualify for the affiliate program, or when commissions are paid, the agreement may be considered to contain elements of *gharar*. This uncertainty has the potential to lead to dissatisfaction, fraud, or disputes in the future.

This clarity is in line with the principles of Islamic law, which require transparency and prior agreement to avoid gharar and jahalah. Thus, transactions are valid, fair, and do not cause harm to either party. One important aspect of contract clarity is the fulfillment of the unity of the *majlis*, which is a condition where the ijab and kabul processes occur at the same time. In online sales, this unity of assembly is translated into a form of digital interaction that allows both parties to agree directly, even though they are not in the same place.

The scholars explain that the unity of the assembly does not always require the parties to the transaction to be in the same physical location, but rather refers to the unity of time or conditions in which the transaction takes place. This is confirmed in the following statement:

لَيْسَ الْمُرَادُ مِنْ إِتِّحَادِ الْمَجْلِسِ الْمَطْلُوبِ فِي كُلِّ عَقْدٍ كَمَا بَيَّنَّا كُونَ الْمُتَعَاقِدَيْنِ فِي مَكَانٍ وَاحِدٍ لِأَنَّهُ قَدْ يَكُونُ مَكَانُ أَحَدِهُمَا غَيْرِ مَكَانِ الْآخَرِ إِذَا وُجِدَ بَيْنَهُمَا وَاسِطَةُ اتِّصَالٍ كَالتَّعَاقُدِ بِالْهَاتِفِ أَوِاللَّاسِلْكِي أَوْ بِالْمُرَاسَلَةِ (الْكِتَابَةِ) وَإِنَّمَا الْمُرَادُ مِنَ اتِّحَادِ الْمَجْلِسِ اتِّحَادُ الزَّمَنِ أَوِ الْوَقْتِ الَّذِي يَكُونُ الْمُتَعَاقِدَانِ مُشْتَغِلَيْنِ فِيهِ بِالتَّعَاقُدِ

> What is meant by the unity of the assembly required in every contract, as has been explained, is not that both parties to the contract must be in the same place. This is because it is possible for one party to be in a different place from the other if there is a means of communication connecting the two, such as a contract via telephone, radio, or correspondence (writing). The meaning of unity of assembly is the unity of time or the moment when both parties to the contract are focused on the contract process.[30]

[30] Wahbah al-Zuhaili, *al-Fikih al-Islami wa Adillatuhu*. (Damaskus: Dar al-Fikr, 1989 M, Juz 4, p.106.

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This statement indicates that the unity of the assembly in a digital context can be achieved through communication mediums such as telephone, text messages, or online platforms, as long as the interaction between the two parties occurs at the same time. This digital assembly lasts as long as both parties remain focused on the negotiation or agreement, and will be considered complete if their attention shifts to other matters or the conversation ends.

In the context of the Shopee Affiliate Program, clarity of agreement must be realized through a platform system that ensures transactions between affiliates, sellers, and buyers occur with transparency. For example, when a buyer clicks on an affiliate link, all information related to the product, price, and purchase terms must be clear and accessible to the buyer in a single interconnected interaction process. This unity of time between information access, offers, and purchases forms the basis of the digital assembly in the affiliate program.

By fulfilling the requirements of the council, Shopee Affiliate can ensure that transactions remain in accordance with the principles of *muamalah* fiqh, particularly in terms of contract clarity. This also prevents potential disputes arising from a lack of transparency in the negotiation or initial agreement process.

Samsarah in the Perspective of Islamic Economic Law

Regarding commissions calculated based on a percentage, scholars generally permit them in *samsarah* contracts, as long as the percentage does not cause loss or injustice to either party. This can be seen in the following example:

يَجُوزُ أَنْ تَتَّفِقَ مَعَهُ عَلَى أُجْرَةٍ لِدَلَالَتِكَ لَهُ عَلَى الْبَائِعِ، وَيُشْتَرَطُ أَنْ تَكُونَ الْأُجْرَةُ مَعْلُومَةً، فَإِذَا كَانَ ثَمَنُ السِّلْعَةِ مَعْلُومًا فَالْعَشَرَةُ فِي الْمِائَةِ أُجْرَةٌ مَعْلُومَةٌ، أَمَّا إِنْ كَانَ الثَّمَنُ مَجْهُولًا عِنْدَ عَقْدِ السِّمْسَرَةِ فَالْأُجْرَةُ كَذَلِكَ مَجْهُولَةٌ، وَهَذَا لَا يَصِحُّ عِنْدَ جُمْهُورِ أَهْلِ الْعُلَمَاءِ، وَذَهَبَتْ طَائِفَةٌ إِلَى جَوَازِ كَوْنِ الْأُجْرَةِ بِنِسْبَةٍ مِنَ الرِّبْحِ وَهُوَ مَجْهُولٌ كَمَا لَا يَخْفَى.

> It is permissible to agree on a fee as compensation for your role in introducing him to the seller. The condition is that the payment must be clear. If the price of the item is known, then 10% is a clear payment. However, if the price of the item is unknown at the time of the sales agreement, then the payment is also unclear, and this is invalid according to the majority of scholars. Some scholars permit payment based on a percentage of the profit, even if it is not known precisely, as is not uncommon.[31]

This explains the law of wage agreements in *samsarah* contracts (brokerage or intermediary) according to the views of the majority of scholars

[31] Lajnah Al-Fatwa Syubkah Islamiyah, *Fatwa Syubkah Islamiyah* (Maktabah Syamilah, 2009), Juz 12, p. 4238.

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and some other scholars. In samsarah contracts, intermediaries are allowed to agree on wages as compensation for their services in bringing together sellers and buyers. However, the main requirement is clarity regarding wages. An unclear or unknown fee is considered invalid according to the majority of scholars because it has the potential to cause disputes in the future. If the price of the goods is already known at the time the samsarah contract is made, then a percentage such as 10% of the price of the goods is considered a clear fee. For example, if the price of the goods is 100 million, then 10% means 10 million, which is a definite and valid amount as a fee. However, if the price of the goods is unknown at the time of the contract, then a commission in the form of a percentage is also considered unclear. This is because the commission depends on an uncertain price, which is considered gharar (uncertain), and is prohibited in commercial contracts according to the majority of scholars.

If we look at it from the perspective of samsarah contract, activities in Shopee affiliate can be considered a form of modern samsarah, where intermediaries (affiliates) bring buyers and sellers together through a digital platform. In accordance with the principles of samsarah, clarity of wages (commissions) is important in determining the validity of this system according to Islamic views.

In the Shopee affiliate concept, commissions are given as a percentage of the value of goods successfully sold through affiliate links. This policy is explained in the official Shopee Affiliate program document. The official Shopee website states that: Commissions for the Shopee Affiliate and Shopee Partner programs vary depending on the type of product and store being promoted. Regular commissions range from 5% to 10%, with a maximum limit of IDR. 10,000 to IDR.12,000 per transaction, depending on the product category and eligible stores (such as Shopee Mall, Star+, and Star Seller).”[32]

Shopee offers an attractive commission program for Affiliates and Partners, with different schemes. For example, for IDR. 5,000 orders with a product price of IDR.100,000 per item, the Affiliate commission is 2% per order, with a maximum of IDR.10,000. Meanwhile, Partners receive 4% per order, with a maximum limit of IDR. 50,000. This difference highlights greater opportunities for Partner participants, though with potentially more selective requirements. This scheme encourages users to leverage the program according to their needs and audience potential.[33] If the commission is set at 10% of the item price and the item is sold for IDR. 100,000, the affiliate will receive a commission of IDR. 10,000. This system depends on the value of the successful

[32] Shopee, “Shopee Affiliate Partner,”, https://shopee.co.id/m/info-affiliates-partner. (Accessed, November 20, 2024)”

[33] Shopee, “Shopee Affiliate Partner,”, https://shopee.co.id/m/info-affiliates-partner. (Accessed, November 20, 2024)

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transaction, so the commission amount will only be known after the transaction is complete.

The determination of commissions based on percentages often does not specify a certain nominal limit, either minimum or maximum. This provides flexibility, but also creates uncertainty for affiliates regarding the exact amount they will receive before the transaction takes place. However, some scholars, such as those from the Hanafi school of thought, allow percentage-based fees from profits even if the exact amount is not yet known. They argue that such compensation remains valid because it depends on the agreement and the outcome to be obtained after the transaction is completed. However, the majority of scholars reject this opinion, as they consider the clarity of compensation to be a primary condition in a samsarah contract. Therefore, in the context of Islamic economic law, *samsarah* acts as an intermediary in implementing the agreement and a clear amount or proportion of compensation is more in line with the principles of valid muamalah according to *sharia*.

Conclusion

The affiliate marketing concept implemented by Shopee can be categorized as a form of *samsarah* (intermediary) contract in Islamic law. In this system, affiliate marketers act as intermediaries who connect merchants (product owners) with potential buyers through a digital platform. The type of transaction is also clear, namely marketing merchant products, and compensation is given in the form of commissions from sales. Shopee Affiliate, structurally, meets the legal requirements of the *samsarah* contract in accordance with Islamic principles of muamalah, as this system involves clear parties who mutually agree to fulfill their respective roles. Affiliate marketers act as intermediaries promoting products, while merchants, as product owners, agree to pay commissions based on sales results. With the clarity of roles, transaction objectives, and the form of compensation provided, this agreement demonstrates compliance with the main principles of Islamic commercial law, namely justice, honesty, and transparency. The percentage-based commission applied in the Shopee Affiliate program is basically permissible under Islamic law, as long as the calculation is clear and does not cause significant gharar (uncertainty). In a samsarah contract, clarity regarding wages or compensation is a key requirement to ensure that the transaction does not result in uncertainty that could harm either party. Therefore, Shopee has ensured that affiliate marketers are fully aware of the calculation and payment mechanisms for their commissions. However, it is important to note that not all scholars agree on the validity of percentage-based commissions whose exact amount is unknown at the outset of the agreement. Some scholars consider it invalid if there is significant uncertainty, while others permit it on the grounds of flexibility in modern transactions. Therefore, the Shopee Affiliate system has ensured that

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commissions remain within the framework of clarity and fairness in the initial agreement. This mechanism aligns with the concept of ittihadul majlis, where the agreement and explanation of commissions between merchants and affiliate marketers take place within a clear timeframe, whether through the platform or digital communication channels, thereby ensuring that the agreement aligns with the principles of Islamic commerce.

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