ISLAMIC LAW PERSPECTIVE ON

PAY PER DOWNLOAD (PPD) SYSTEM

IN BUSINESS ONLINE

THESIS



By:

Muhammad Haris Anwar

SHARIA BUSINESS LAW DEPARTMENT

SHARIA FACULTY

MAULANA MALIK IBRAHIM

STATE ISLAMIC UNIVERSITY OF MALANG

2016

ISLAMIC LAW PERSPECTIVE ON PAY PER DOWNLOAD (PPD) SYSTEM

IN BUSINESS ONLINE

THESIS

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Sharia Faculty of State Islamic University of Maulana Malik Ibrahim Malang To Fill One of Requirements Used to Get Degree of Bachelor Islamic Law (S.H)

By:

Muhammad Haris Anwar



SHARIA BUSINESS LAW DEPARTMENT

SHARIA FACULTY

MAULANA MALIK IBRAHIM

STATE ISLAMIC UNIVERSITY OF MALANG

2016

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In the name of Allah (swt),

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Malang, 29th of August 2016

Author,

METERAL DB1C1ADF6184176 00

Muhammad Haris Anwar

NIM 12220067

APPROVAL PAGE

After reading and correcting thesis of Muhammad Haris Anwar NIM: 12220104 Department of Sharia Business Law, Sharia Faculty, Maulana Malik Ibrahim State Islamic University of Malang, under title:

ISLAMIC LAW PERSPECTIVE

ON PAY PER DOWNLOAD (PPD) SYSTEM IN BUSINESS ONLINE

So supervisor states that this thesis has fulfilled the scientific requirements for the proposed and tested at the Assembly of the Board of Examiners.

Malang, 25th of Agustus 2016

Approved by,

Head of Department

Sharia Business Law,

And Nun Vacin S. H. M.A.S.

Dr. H. Mohamad Nur Yasin, S.H., M.Ag NIP. 196910241995031003 Supervisor,

Dr. H. Mohamad Nur Yasin, S.H., M.Ag NIP. 196910241995031003



Terakreditasi "B" SK BAN-PT Depdiknas Nomor: 021/BAN-PT/Ak-XIV/S1/VIII/2011 Jl. Gajayana 50 Malang Telp. (0341) 551354 Fax. (0341) 572533 Website: http://syariah.uin-malang.ac.id E-mail: Syariah@uin-malang.ac.id

PROOF OF THESIS CONSULTATION

Muhammad Haris Anwar

Name NIM Department Supervisor Thesis Title

: 12220067 : Sharia Business Law

: Dr. H. Mohamad Nur Yasin, S.H., M.Ag

: Islamic Law Perspective On Pay Per Download (PPD) System In Business Online

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Approved by a.n.Dean4 MALIK 18 eag tohamad Nur Yasin, S.H., M.Ag Df. Hs

Df. Hs Mohamad Nur Yasin, S.H., M.A NIP. 196910241995031003

LEGITIMATION SHEET

The Thesis Board of Examiners states that Muhammad Haris Anwar, NIM 12220067, student from Sharia Business Law Department of the Sharia Faculty of State Islamic University, Maulana Malik Ibrahim Malang, his thesis entitled:

ISLAMIC LAW PERSPECTIVE

ON PAY PER DOWNLOAD (PPD) SYSTEM IN BUSINESS ONLINE

Has passed and certified with grade A (excellent).

Board of Examiners:

1. Iffaty Nasyi'ah, M.H. NIP. 197606082009012007

2. Dr. H. Mohamad Nur Yasin, S.H., M.Ag NIP. 196910241995031003

3. Dra. Jundiani, S.H., M.Hum. NIP. 196509041999032001

Chairman

Secretary

Maln Examiner

Malang, 8th of September 2016

Dr. H. Roibin, M. HI NIP 196812181999031002

Dean.

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O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful. (Q.S. An-Nisa (4): 29)

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> Malang, 29th of August 2016 Author,

Muhammad Haris Anwar

TRANSLITERATION GUIDANCE

Process of writing Arabic transliteration in this thesis used transliteration guidance based on decision of minister of religion and minister of education and culture Republic of Indonesia number 158 year 1987 and number 0543 b/U/1987 which can be explained like this:

A. Letter

1	= a		ض	= dl	
ب	= b		Ь	= th	
ت	= t		ظ	= dh	
ث	= ts		٤	= '	
5	= j		ė	= gh	
2	= h		ف	= f	
خ د	= kh		ق	= q	
د	= d		أى	= k	
ć	= dz		J	= 1	
C	= r		2	= m	
ز	= z		ن	= n	
س	= s		و	= w	
ش	= sy		٥	= h	
ص	= sh		ي	= y	
B. Lo	ong Vowel				C. Diftong Vowel
Vowe	el (a) long	=â			aw = أَوَ
Vowe	el (i) long	=Î			ay = ای
Vowe	el (u) long	= Û			$\hat{\mathfrak{g}}=\hat{\mathfrak{l}}$
					$\hat{\mathbf{I}} = \mathfrak{l}$ ى

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ABSTRAK

Muhammad Haris Anwar, 12220067, 2016. TINJAUAN HUKUM ISLAM TERHADAP SISTEM PAY PER DOWNLOAD (PPD) DALAM BISNIS ONLINE, Skripsi, Jurusan Hukum Bisnis Syari'ah, Fakultas Syari'ah, Universitas Islam Negeri Maulana Malik Ibrahim Malang. Pembimbing: Dr. H. Mohamad Nur Yasin, S.H., M.Ag.

Kata Kunci: Pay Per Download, Bisnis Online, Hukum Islam

Perkembangan internet membuat manusia semakin mudah untuk mendapatkan penghasilan dengan bisnis online. Salah satu mekanisme untuk mendapatkan penghasilan melalui bisnis online ini adalah dengan sistem Pay Per Download (PPD). PPD layak dikaji, ditinjau dari hukum Islam, dimana dalam hukum Islam belum pernah ada yang bisnis dengan sistem ini. Dalam sistem ini juga terdapat *akad* (kontrak) antara pihak yang menjalankan sistem ini (situs PPD) dan orang yang mendapatkan upah dari situs PPD. *Akad* dalam Islam terdapat syarat dan rukun yang harus dipenuhi untuk menghindari kerugian dan ketidak adilan oleh masing-masing pihak.

Mengacu pada latar belakang di atas, ada beberapa masalah yang memerlukan pembahasan yang intensif. Pertama, bagaimana sistem yang berlaku dalam transaksi Pay Per download (PPD) antara situs yang menyediakan sistem PPD dan pengunggah (*uploader*)? Kedua, bagaimana sistem Pay Per Download (PPD) dalam perspektif hukum Islam?

Metode penelitian yang digunakan dalam penelitian ini meliputi jenis penelitian hukum normatif. Kemudian pendekatan yang digunakan adalah pendekatan konseptual (*conceptual aproach*). Sumber data yang digunakan adalah data sekunder yaitu data yang diperoleh melalui informasi yang sudah tertulis dalam bentuk dokumen yang dalam hal ini disebut dengan bahan hukum dan dianalisis bersifat deskriptif kualitatif.

Berdasarkan metode penelitian yang digunakan di atas, diperoleh dua temuan penelitian ini. Pertama, sistem yang berlaku dalam sistem Pay Per Download (PPD) antara situs yang menyediakan sistem PPD dan uploader sangat mudah untuk diikuti. *Uploader* hanya mendaftar di situs PPD dan mengikuti beberapa langkah tertentu. Kedua, jika ditinjau dalam hukum Islam, ada beberapa aspek dalam transaksi dengan sistem Pay Per Download (PPD) yang tidak menyalahi hukum Islam antara lain semua rukun *akad* terpenuhi. Selain itu prinsip kerelaan dalam hukum Islam juga sudah terlaksana dalam sistem Pay Per Download dengan adanya *uploader* yang menyetujui *Term Of Service* (TOS). Namun ada aspek lain dalam transaksi dengan sistem Pay Per Download (PPD) yang menyalahi hukum Islam yakni tidak adanya kebebasan dalam memberikan syarat ketika melakukan *akad*. Uploader hanya harus menerima persyaratan dari pihak situs PPD tanpa bisa memberikan persyaratan kepada pihak situs PPD.

ABSTRACT

Muhammad Haris Anwar. 12220067, 2016. Islamic Law Perspective On Pay Per Download (PPD) System In Business Online. Thesis, Department of Sharia Business Law, Sharia Faculty, Maulana Malik Ibrahim State Islamic University of Malang, Supervisor: Dr. H. Mohamad Nur Yasin, S.H., M.Ag.

Keywords : Pay Per Download, Online Business, Islamic Law

The dynamics of internet make people more easier to earn income with online business. One mechanism to earn income through online business is Pay Per Download (PPD) system. PPD is worth examining, in terms of Islamic law, which under Islamic law there has never been a business with this system. In this system, there is also *akad* (contract) between the party that run this system (sites of PPD) and those who receive wages from the site of PPD. *Akad* in Islam, there are conditions and pillars that must be completed in order to avoid loss and injustice by each party.

Refers to the background above, there are some issues that require intensive discussion. First, how does the prevailing system in the Pay Per Download (PPD) transaction between sites which provide PPD system and the uploader ? Second, how does the system of Pay Per Download (PPD) transaction in the perspective of Islamic law?

The research method that is used in this research includes research method in normative law. Then the approach that is used in this research is conceptual approach . Source data that is used in this research is secondary data that is data obtained through the information that is already written in the form of documents. In this case it is referred to the legal material and analyzed with qualitative descriptive.

Based on the research methods above, it is obtained two findings in this research. First, the prevailing system in the system of Pay Per Download (PPD) between sites which provide PPD and uploader system is very easy to follow. Uploader simply register on the site and follow certain steps. Second, if viewed in Islamic law, there are some aspects of the transaction with a system of Pay Per Download (PPD), which does not violate Islamic law, among others all the pillars of the contract are met. Besides that, the principle of willingness in Islamic law is also implemented in the system of Pay Per Download with uploader who approved the Terms Of Service (TOS). But there is other aspect of a transaction with system of Pay Per Download (PPD) which violates Islamic law that is the lack of freedom in providing conditions when doing contract. Uploader just have to accept the terms of the PPD site without being able to give conditions to the site of PPD.

ملخص البحث

محمد حارس أنوار , ١٢٢٢٠٠٦٧، ٢٠١٦. منظور الحكم الإسلامي على نظام دفعه لكل تنزيل في الاعمال التجارية على الانترنت , بحث جامعي , بقسم الحكم الإقتصادي الإسلّامي في كلية الشريعة بجامعة مولانا مالك إبراهيم الإسلّمية الحكومية بمالنج, مشرف : نور ياسن الدكتور الماجستير. الكلمة الرئيسية : دفع لكل تنزيل، الأعمال التجارية عبر الإنترنت، الحكم الإسلامي

تطوير الإنترنت جعل الناس أكثر أسهل لكسب الدخل مع الأعمال التجارية عبر الإنترنت. واحد آلية لكسب الدخل من خلال الأعمال التجارية عبر الإنترنت هو الدفع لكل نظام التحميل. الدفع لكل تنزيل يستحق النظر، من حيث الشريعة الإسلامية، والتي بموجب القانون الإسلامي لم يكن هناك عمل مع هذا النظام. في هذا النظام، وهناك أيضا اتفاق (عقد) بين الحزب أن تشغيل هذا النظام (الدفع لكل مواقع التحميل) وملاحظات أولئك الذين يحصلون على أجور من الأجور الموقع لكل تحميل. العقاد في الإسلام، هناك شروط والركائز التي يجب الوفاء بها من أجل تجنب الخسائر والظلم من قبل كل طرف.

يشير إلى الخلفية أعلاه، هناك بعض القضايا التي تحتاج إلى مناقشة مكثفة. أولا، كيف يمكن للنظام السائد في الدفع لكل المعاملات تحميل بين المواقع التي تقدم الدفع لكل نظام التحميل ورافع؟ ثانيا، كيف يمكن للنظام الدفع لكل حمل الصفقة في منظور الشريعة الإسلامية؟

ويشمل منهج البحث الذي يتم استخدامه في هذا البحث منهج البحث في القوانين الوضعية. ثم النهج الذي يتم استخدامه في هذا البحث هو النهج المفاهيمي. مصدر البيانات التي يتم استخدامها في هذا البحث هو البيانات الثانوية التي يتم الحصول عليها من خلال البيانات والمعلومات التي يتم كتابتها بالفعل في شكل وثائق. في هذه الحالة يشار إلى المواد القانونية وتحليلها مع وصفي النوعي.

بناء على طرق البحث أعلاه، تم الحصول عليها اثنين من النتائج في هذا البحث. أولا، النظام السائد في نظام الدفع لكل تحميل بين المواقع التي تقدم الدفع لكل تنزيل ونظام رافع من السهل جدا أن يتبع. رافع ببساطة سجل على الموقع وتتبع خطوات معينة. ثانيا، إذا ما نظر إليها في الشريعة الإسلامية، وهناك بعض جوانب الصفقة مع نظام الدفع لكل تنزيل، التي لا تنتهك القانون الإسلامي، من بين أمور أخرى تم استيفاء كافة أركان العقد. وبالإضافة إلى ذلك، يتم تطبيق مبدأ الرغبة في الشريعة الإسلامية أخرى تم في نظام الدفع لكل تنزيل مع رافع الذي وافق على شروط الخدمة. ولكن هناك جانب آخر من جوانب صفقة مع نظام الدفع لكل تنزيل الذي ينتهك القانون الإسلامي أيضا صفقة مع نظام الدفع لكل تنزيل الذي ينتهك القانون الإسلامي أيضا على إعطاء الظروف الى موقع الدفع لكل تحميل.

CHAPTER I

INTRODUCTION

A. Background of Problem

Islam as a religion of mercy for the worlds, has set the rules for its followers, both between humans and God and between man and man (*muamalat*). One of the *muamalat*, which often people do is buying and selling and the contract in it. In Islam, it has arranged the concepts and procedures for a good buying and selling and beneficial to all parties and there are no injured party. There are terms and pillars of buying and selling that is considered legitimate and correct according to Islam that must be fulfilled by the seller and the buyer, start from contract, the criteria of goods,

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to sellers and buyers are allowed. In the Qur'an there are verses that speak about the buying and selling, among others in Surat An-Nisa verse 29:

يا أَيُّهَا الذِيْنَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلا أَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ الله كَانَ بكُمْ رَحيمًا

O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful.¹

And in Saheeh Muslim there is a tradition of the Prophet narrated by Muslim from Abu Hurairah :

نَهَى رَسُولُ الله صَلَى الله عَلَيْه وَسَلَّمَ عَنْ بَيْعِ الْحُصَاة وَعَنْ بَيْعِ الْغَرَرِ

It was narrated from Abu Hurairah R.A. he said: Messenger of Allah sallallaahu 'alaihi wa sallam forbade buying and selling by throwing pebbles and buying and selling that contain fraud (HR Muslim)²

In the Qur'an chapter an-Nisa' above, is described in general how to find a good livelihood, without any party who feel persecuted. this can be done by the way of a good commercial and not harm either party. Similarly, the above hadith which states that in the commercial, the Prophet has forbidden buying and selling that there is an element *Gharar* (fraud).

¹Q.S. an-Nisa' (4): 29.

²Imam Al-Mundziri, Ringkasan Shahih Muslim, (Jakarta: Pustaka Amani, 2003), p. 516.

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Along with the times, the level of human needs higher every time so people increasingly need jobs to earn income to make ends meet. The Central Statistics Agency (*Badan Pusat Statistik*) reported the number of unemployed in Indonesia in August 2015 as many as 7.56 million people, increase of 320 thousand persons compared to the same period last year that only 7.24 million.³ The number of unemployed that so much is caused by the difficulty of finding jobs. The difficulty of finding jobs encourage people to create fields for a new job. One of them is new businesses on the Internet.

The internet is an inter-connectivity of computer networks in the world, so that all computers on the network can be interconnected and have access to resources provided each computer. Advancement of information technology in the virtual world (internet) these days very rapidly. Internet is an implementation of the Transmission Control Protocol / Internet Protocol (TCP / IP) has made it easier to communicate globally without geographical restrictions between countries. Such communication may include communication between individuals using e-mail, building friendships or social network by facebook app or free read information display that called World Wide Web or we can call Web.⁴

In this globalization era, the internet is also one of business media that have very big prospects, because over the Internet many opportunities are offered to earn

³Yandi Mohammad, <u>https://beritagar.id/artikel/berita/data-bps-pengangguran-di-indonesia-756-juta-orang</u>, accessed at 10/03/2016

⁴Haris Faulidi Asnawi, *Transaksi Bisnis E-Commerce Perspektif Islam* (Yogyakarta: Magistra Insania Press, 2004), p. 4-5.

income, from paid or the use of capital up to a free or does not issue financial capital. Today, the internet is not only dominated by the computer, but also by a sophisticated mobile phone or smartphone. Many applications in both games and business applications such as Internet banking does not need to be accessed through a computer, but simply through the touch screen of smartphone that we have.

Examples of the opportunities that offered to earn income by using internet facility is Pay Per Download (PPD). Pay Per Download (PPD) is a system used by many people today to earn income by upload any file into a particular site and then distributed the site address either via blogs, or social media. The uploader will earn money from every person who download the file that has uploaded on the site.

One of sites provide a system of Pay Per Download (PPD) is sharecash.org and tusfiles.net. Sharecash.org is a service of storage and share files online. The unique and innovative services make it as a trend setter in the virtual world for storage services and sharing files online. In providing incomefor one file that we upload and downloaded by others, sharecash.org will give us dollar and how much we get is deppending from what country the downloader. When a lot of people who download our files and many files that we upload, then our income will be more and more also.Similarly TusFiles.net. TusFiles provide space for internet users to store dataincludes text documents, images, video, audio, and so on. As in Sharecash, to be able to upload files in TusFiles, we also have to create an account first.TusFiles not only gives us a place to store data on the internet, TusFiles also provides the opportunity to earn an income. Online income from TusFiles will be paid by Dollar also. Income from TusFiles is not limited, depending on how we can provide various types of files or data that is being a lot of people want. TusFiles not pay us by counting the number of clicks as well as PPC (Pay Per Click). We can get dollar from TusFiles by being files or data provider that can be downloaded by internet users around the world. The size of the payment amount will be determined by the accumulation of the download, and country of origin of the person downloading.

In each *Muamalat* transaction, there are several requirements that must be fulfilled by the parties that make transaction, either buying or selling, leasing and so on. Among that must be met is an agreement between two parties and objects transacted. In practice, both sharecash or tusfiles, do not pay attention to file which has uploaded by the uploader.

System Pay Per Download (PPD) is one from few types of transactions that use the Internet as a medium, in this case, notice the contract and objects traded in the form of a file so that any transactions or activities that occur valid under the rules of *Fiqh Muamalat* in Islamic law.

Based on the above mentioned problems, the researchers have the view how importance the study of Pay Per Download (PPD) in a review of Islamic law even the contract (*akad*) or other transaction requirement, so researchers give the title of the research "Islamic Law Perspective On Pay Per Download (PPD) System In Business Online"

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B. Formulation of Problem

Based on the description of the research background above, it can be mentioned several issues to be the subject matter of this study, namely:

- 1. How does the prevailing system in the Pay Per Download (PPD) transaction between sites which provide PPD system and the uploader ?
- 2. How does the system of Pay Per Download (PPD) transaction in the perspective of Islamic law?

C. Limitation of Problem

Limitation Problem is a description of how limitation issues to be discussed in the study. Based on the formulation of the problem above, so limitation problem in this research are:

- 1. Researcher limit the research on how status and positions of contract (*akad*) and also objects of transaction in the Pay Per Download (PPD) transaction between sites that provide system PPD (sharecash.org and tusfiles.net) and the uploader;
- 2. And then after discussion about status and positions of contract (*akad*) and also objects of transaction in the Pay Per Download (PPD) transaction between sites that provide system PPD (sharecash.org and tusfiles.net) and the uploader so in next discussion is how the mechanism or system Pay Per Download (PPD) transaction in the perspective of Islamic law. In this research, researcher use *Fiqh Mualamat* perspective.

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D. Objective of Research

Based on formulation of problems above, so the purpose of the research are:

- 1. Exploring the prevailing system in the Pay Per Download (PPD) transaction between sites which provide PPD system and the uploader.
- Exploring the system of Pay Per Download (PPD) transaction in the perspective of Islamic law.

E. Significance of Research

This research is expected to provide the following benefits:

1. Theoretical Benefits

The results from of the research is expected to enlarge knowledge to the scientific outlook for sharia business law students in particular, and for students in general in the field of *muamalat*.

2. Practical benefits

The results of this study are expected to contribute ideas for the development of Islamic law regarding transactions that occur in cyberspace (Internet) and and can contribute to knowledge about how to earn money with Pay Per Download system and also giving knowledge about Pay Per Download system in Islamic law perspective.

F. Conceptual Definition

The conceptual definition covered some consepts as follows:

1. Pay Per Download (PPD) System

Pay Per Download is a type of online business that will pay for every person who downloads a file that has been uploaded by uploaders who have registered on the PPD site . So the job of the uploader is uploading files to the PPD site and the next task is to distribute the uploaded files link to another person, if there is a download, the uploader will get the money. To one time download average will be priced at \$ 0.25 - \$1, can be more large and small, depending on where the downloader derived whether from premium state or not.⁵

2. Online Business

Derived from the word "business" and "online". The word business according to the Dictionary of the Indonesian or KBBI is "a commercial venture in the world of commerce", while the word "online" in Indonesian means "network". In Wikipedia, the word "online" means the situation when someone is connected with network. So the word "online business" could be defined as "a commercial venture in the world of commerce conducted on the network". The specified network is the Internet network.⁶

⁵Danang Novianto, "5 Jenis Bisnis Online Yang Paling Menguntungkan", <u>http://www.seoterpadu.com/2014/12/5-jenis-bisnis-online-gratis.html</u>, accessed at 17/04/2016. ⁶Fathul Husnan, *Buku Pintar Bisnis Online* (Jakarta: Elex Media Komputindo, 2015), p.1-2.

G. Research Method

The term of research method consist of two words, they are research and methods. Methodis a appropriate and fast way in doing something,⁷ so the method of work measure should be computable scientificly. Thus, a method always produce a tested experiment.⁸

1. Type of Research

In one study, the type of research can be seen from objectives, nature, shape and angle of application. In this study, the type of study is a normative legal research or library research, namely legal research focused on assessing the implementation of the rules or norms of law in jurisprudence.⁹ Legal research performing a search for legal materials as a basis for making a decision on a concrete legal case.¹⁰ In this study relevant to the issues to be studied by researchers is associated with a system of Pay Per Download in online business.

2. Approach of Research

This type of approach were selected according to the type of research, formulation of the problem, and research objectives, as well as explaining the urgency of the use of this type of approach in examining and analyzing the study

⁷John M.Echols, *Kamus Inggris Indonesia* (Jakarta: PT Gramedia Pustaka Utama, 1996), p.379.

⁸R. Setiawan Comy, *Metode Penelitian Kualitatif : Jenis, Karakter, dan Keunggulannya* (Jakarta: Grasindo, 2010), p. 66.

⁹Jhonny Ibrahim. *Teori dan Metodologi Penelitian Hukum Normatif*.(Malang; Bayumedia, 2007), p.26.

¹⁰Jhonny Ibrahim. *Teori dan Metodologi Penelitian Hukum Normatif..*, p.299.

data.¹¹ In this study the authors use a conceptual approach that is mean some concepts included opinions and doctrines developed in law and religion knowledge.¹²

3. Source of Legal Materials

Type of research is normative so the source of legal materials used are secondary data, that is data obtained through the information that is already written in the form of documents in this case referred to the legal material that is:

1. Primary Legal Materials

The primary legal materials are materials that are authoritative means have authority.¹³ This research take some of primary legal materials those are :

- 1) Al-Qur'an and Prophetic Tradition (*Hadits*);
- 2) Fiqh *Muamalat* books.
- 2. Secondary Legal Materials

Secondary legal materials is secondary materials in the form of all the publicity about the law which is not an official documents. This publication is instruction or explanation of primary legal material.¹⁴ The secondary legal material used in this research are:

 Books talked about the related studied, such us; "Buku Pintar Bisnis Online" written by FathulHusnan, "Asas-asas Hukum Muamalat (Hukum Perdata Islam)" written by Ahmad Azhar Basyir, "Berbagai Macam

¹¹Tim Penyusun, *Pedoman Penulisan Karya Tulis Ilmiah* (Malang: Fakultas Syariah UIN Maulana Malik Ibrahim Malang, 2013), p.39.

¹²Tim Penyusun, *Pedoman Penulisan Karya Ilmiah* (Malang: Fakultas Syariah UIN Maulana Malik Ibrahim Malang, 2013), p.21.

¹³Peter Mahmud Marzuki. *Penelitian Hukum*. (Jakarta: Kencana, 2014), p.181.

¹⁴Ali, *Metode Penelitian Hukum* (Jakarta: Sinar Grafika, 2011), p.54.

Transaksi Dalam Islam" written by M. Ali Hasan, "Etika Islam dalam Berbisnis" written by NashruddinBiadan and Erwati Aziz, "Transaksi Bisnis E-Commerce Perspektif Islam" written by Haris Faulidi Asnawi, and the others.

- 2) Law thesis, such us; thesis entitled "Pay Per Click (PPC) in Perspective of Law Compilation of Islamic Economics (Kompilasi Hukum Ekonomi Syariah)" by M. Sukma Ridlo Pamungkas, "Islamic Law Perspective To Advertising Model Paid to Click (PTC) and Paid to Read (PTR)" by Zaki Ahmad Alawi, and the others.
- 3. Tertiary Legal Materials

Tertiary legal materials in question is legal material which provide instructions and explanations on primary and secondary legal materials such as dictionaries, encyclopedias, the cumulative indices and so on.¹⁵ Tertiary legal materials used are online news, online encyclopedia and English Indonesia Dictionary written by John M.Echols.

4. Collection Method of Legal Materials

Methods of collecting legal material that will be used in this research is the study of documents or library materials. Studies document is a tool written data collection by using content analysis.¹⁶ Thus, the first step to be conducted by researchers in

¹⁵H Zainuddin Ali. Metode Penelitian Hukum. (Jakarta: Sinar Grafika, 2010), p.24.

¹⁶Soerjono Soekanto, 1986. Pengantar Penelitian Hukum. (Jakarta: UI Press), p.21.

determining the legal materials that will be examined in this case relating to research to be conducted.

5. Analysis of Legal Materials

Legal materials obtained from the research are grouped according to the problem and then make a qualitative analysis. Qualitative analysis meant that the analysis does not depend from amount of data based on figures but data analyzed depicted in the form of sentences. Normative juridical approach means that the data were analyzed according to certain legal norms in the legislation. Based on the analysis of the subject above, it can be done with the interpretation of the interpretation methods known in the science of law. The results from this judicial interpretation, is expected to answer all the legal issues raised in this paper completely.

H. Previous Research

The previous study was significant as a benchmark of a study to determine differences in substances of the research content that have the same theme, but different in object of studies. As previous studies, among others:

1. Research by M. Sukma Ridlo Pamungkas

Thesis made by M. Sukma Ridlo Pamungkas, from the Faculty of Syariah UIN Maulana Malik Ibrahim Malang in 2015 entitled: "Pay Per Click (PPC) in Perspective of Law Compilation of Islamic Economics (KHES)". This study is normative research and also called a library research. The results of this thesis indicate that during the year 2014 to 2015, more and more businesses are obeying advertisement in a blog or website with commission revenue model is calculated every click. Basically purchase any model allowed in Islam and is supported by the texts of the Qur'an and Optional, beside it, there is an agreement or contract in the willingness of both paties, transaction's object useful and there benefit in it.¹⁷

Similarities contained in this study with previous studies exist on the object of research, which is about the contract in the online business.

While the difference between this study with previous research is the model of advertising and review.

2. Research by Ahmad Zaki Alawi

Thesis made by Zaki Ahmad Alawi, from the Faculty of Sharia and Law UIN Sunan Kalijaga Yogyakarta in 2009 entitled: "Islamic Law Perspective To Advertising Model Paid to Click (PTC) and Paid to Read (PTR)". This research used library research , and the results from this study indicate that the contract that occurred in the PTC program between the PTC management or admin PTC with prospective members who enroll in the program do not qualify requirement and pillars of *Akad* contained in Fiqh *Muamalat*.¹⁸

Similarities contained in this study with previous studies exist on the object of research, which is about the contract in the online business.

¹⁷M. Sukma Ridlo Pamungkas, *Pay Per Click (PPC) Tinjauan Kompilasi Hukum Ekonomi Syari'ah (KHES), Thesis MA*, (Malang: UIN Maulana Malik Ibrahim Malang, 2015), p. 68.

¹⁸Zaki Ahmad Alawi, *Tinjauan Hukum Islam Terhadap Model Advertising Paid To Click (PTC) dan Paid To Read (PTR), Thesis MA*, (Yogyakarta:UIN Sunan Kalijaga Yogyakarta, 2009), p. 70.

While the difference between this study with previous research is on the model of online advertising.

3. Research by Riana Afliha Eka Kurnia

Thesis made by Riana Afliha Eka Kurnia, Faculty of Shariah UIN Maulana Malik Ibrahim Malang, 2012, entitled "Purchase Model Technopreneurship in Islamic Law Perspective". In this previous study, using a kind of normative study with normative juridical approach analytically. The results from this study indicate that the buying and selling models Technopreneurship is allowed, on the grounds that it is essentially any form of buying and selling are allowed by nash al-Qur'an.¹⁹

Similarities contained in this study with previous studies exist on its review, using Islamic law review in its analysis. While the difference between this study with previous research is the online business model.

4. Research by Nur 'Azizatil 'Ajibah

The previous study authored by Nur 'Azizatil' Ajibah, Faculty of Sharia and Law UIN Sunan Kalijaga Yogyakarta in 2015, entitled "Consumer Protection in Transactions Through E-commerce (Islamic Law Perspective)". This type of research is a library research and a descriptive analytical normative approach. The results from this thesis research is that e-commerce has had the infrastructure to ensure and protect the consumer in the transaction. From the juridical aspect that there is no international law that specifically discuss about e-commerce, but e-commerce is a transaction that

¹⁹Riana Afliha Eka Kurnia, Jual Beli Model Technopreneurship Perspektif Hukum Islam, Thesis MA, (Malang: UIN Maulana Malik Ibrahim Malang, 2012), p. 116.

is prone to crime and there is no aspect of consumer protection can be guaranteed and proven. But according to Islamic law is legitimate and permissible transactions.²⁰

Similarities of this study with previous studies is equally uses the internet as a tool for *muamalat* and legal perspective that used is Islamic law perspective. The difference of this study with previous studies is the research object in the earlier study is the legal protection of transactions using internet media, while the object of study of this research is the system of Pay Per Download (PPD).

5. Research by Muhammad Husen Asyhari

Thesis made by Muhammad Husen Asyhari, Faculty of Sharia and Law UIN Sunan Kalijaga Yogyakarta in 2010 with the title "Islamic Law Perspective To Business Model Google Adsense", the type of research that used in previous research is library research, and the results from this study explained that the contract Google Adsense and business mechanisms were largely not contrary to the principles of shariah in force in the islamic economic models.²¹

Similarities contained in this study with previous studies exist on the legal perspective that used the Islamic legal perspective. While the difference between this study with previous research lies in the object of his research, which in previous studies the object of study is the business model of Google Adsense, whereas the object of this research study is Pay Per Download system in online business.

²⁰Nur 'Azizatil' Ajibah, Perlindungan Konsumen Dalam Transaksi Melalui E-Commerce (Tinjauan Hukum Islam), Thesis MA, (Yogyakarta:UIN Sunan Kalijaga Yogyakarta, 2015), p. 81.

²¹Muhammad Husen Asyhari, *Islamic Law Perspective To Business Model Google Adsense, Thesis MA*, (Yogyakarta:UIN Sunan Kalijaga Yogyakarta, 2010), p. 61.

No	Name/Faculty /University/ Year	Title	Formal Object	Material Object
1	2	3	4	5
1.	M. Sukma Ridlo Pamungkas/ Syariah/UIN Maulana Malik Ibrahim Malang/2015	Pay Per Click (PPC) in Perspective of Law Compilation of Islamic Economics (KHES)	Similarities exist on the object of research, which is about the contract inonline business.	The difference is the model of online business and perspective
2.	Ahmad Zaki Alawi/Syariah and Law/UIN Sunan Kalijaga Yogyakarta/ 2009	Islamic Law Perspective To Advertising Model Paid to Click (PTC) and Paid to Read (PTR)	Similarities exist on the object of research, which is about the contract in online business.	the difference is on the model of online business
3.	Riana Afliha E.K./Syari'ah/ UIN Maulana Malik Ibrahim Malang/2012	Purchase Model Technopreneur ship in Islamic Law Perspective	Similarities exist on its perspective, using Islamic law perspective in its analysis	The difference is on the model of bussiness online
4.	Nur 'Azizatil 'Ajibah/ Syariah and Law/UIN Sunan Kalijaga Yogyakarta /2015	Consumer Protection in Transactions Through E- commerce (Islamic Law Perspective)	Similarities is equally uses the internet as a tool for <i>muamalat</i> and legal perspective that used is Islamic law perspective	The difference is the research object in the earlier study is the legal protection of transactions using internet media, while the object of study of this research is the system of Pay Per Download (PPD).

Table 1: Similarities and Differences of Previous Research

1	2	3	4	5
5.	Muhammad	Islamic Law	Similarities exist	The difference
	Husen	Perspective To	on its	lies in the
	Asyhari/	Business	perspective,	object of his
	Syariah and	Model Google	using Islamic	research,
	Law/UIN	Adsense	law perspective	which in
	Sunan Kalijaga		in its analysis	previous
	Yogyakarta/			studies the
	2010			object of study
		A C	Q1	is the business
		1201	ULA /	model of
	// C	N NA		Google
	1 0-	AM A L	$\lfloor K_{I} \rfloor$	Adsense,
	1.5	241	1821	whereas the
				object of this
	3		NA Y	research study
				is Pay Per
	2 2			Download
			11/21	system in
	-			online
	6		JANA I	business.

I. Discussion Structure

So that the means in order to in preparation of the research report later will be systematic and focused in a opinion/idea, so researcher explain the systematic of discussion as a general overview of this research. Like a normative legal research others, in the report this is will consist of fourth chapters, they there are:

CHAPTER I: Introducing

Consist of background of research, statement of problem, limitation of problem, objective of research; significance of research, conceptual definition, research method, previous research, and systematic of discussion. Research method consist of type of research, approach of research, source of legal materials, collection method of legal materials, and analysis of legal materials.

CHAPTER II : Review of Related Literature

This chapter consist of concepts, theories, and/or juridical thought as the theoretical basis for the assessment, there are; theory of contract (*akad*) and theory of *ijarah* (fee).

CHAPTER III : Discussion

This chapter described and discussed about Pay Per Download (PPD) System In Business Online in Islamic Law Perspective. This chapter consist of the prevailing system in the Pay Per Download (PPD) transaction between sites which provide PPD system and the uploader and the system of Pay Per Download (PPD) transaction in the perspective of Islamic law

CHAPTER IV: Closing

This chapter consist of conclusions and suggestions. The conclusion is the short answer of the statement of the problems that has been set. While suggestions is proposed or recommended to the related parties or who have more authority to the themes studied for the good of society, also as a recommendation for research in the future.

CHAPTER II

REVIEW OF RELATED LITERATURE

The description on chapter II includes the theories and concepts as standar and analysis instrument. First, concept of *akad* with the sub topics: (a) Understanding of *akad*, (b) Pillars of *akad*, (c) General conditions of *akad*, (d) Freedom in adducing conditions of *akad*, (e) Impact of *akad*, (f) The division of *akad*, (g) Characteristics of *akad*, (h) Termination of *akad*. Second, concept of *ijarah* with sub topics: (a) Understanding of *ijarah*, (b) The legal basis of *ijarah*, (c) Requirements and pillars of *aijarah*, (d) Kinds of *ijarah*, (e) Kinds of worker, (f) Payment of *ijarah* (reward).

A. Concept of Akad

1. Understanding of Akad

Agreement or contract in terms of Islamic law commonly called the "Akad". The word "akad" in terms of language means ties and straps.²² Etymologically, akad means that the bond between two things, either the bond obviously or the bond meaningfully, from one side even from two side. Akad can also means connection or promise.²³ All engagements/agreement undertaken by two or more parties, can not be distorted and should be consistent with the requirements of Shari'ah. There can be no agreement to deceive others, transactions goods that forbidden and an agreement to kill someone.²⁴ Ikhwan Abidin Basri in his article entitled, "Akad Theory In *Muamalat (Teori Akad dalam Muamalat)*" provides a definition of *akad* as follows: Akad is the bond between *liab* and Oobul organized according to the provisions of sharia in which there legal consequences of something for which akad was held.²⁵ The definition of *ijab* according to Hanafiyah scholars is determining certain acts that indicate pleasure uttered by the first party, either submit or receive, while *qabul* is those who say after people who saying *ijab*, which shows the pleasure of what saying by the first party. Besides scholars non Hanafiyah gives opinion that *ijab* is a statement that comes out of the person who handed over the item, whether it is said by the first or second party, while *qabul* is the statement of the person receiving the

²²Abdul Aziz Muhammad Azzam, *Fiqh Muamalat Sistem Transaksi Dalam Islam* (Jakarta : Sinar Grafika Offset, 2010), p.15.

²³Rachmat Syafei, *Fiqih Muamalat* (Bandung : Pustaka Setia, 2006), p. 43.

²⁴M.Ali Hasan, Berbagai Macam Transaksi dalam Islam, p.101.

²⁵Ikhwan Abidin Basri, "Teori *Akad* Dalam Fikih *Muamalat*", <u>http://www.fossei.4t.com/Artikel14.htm</u>, accessed on 23/06/2016.
goods. This opinion is a general definition which is understood by people that *ijab* is the speech of the person who delivered the goods (the seller in the sale and purchase), while *qabul* is a statement of the consignee.²⁶

While in the terminology of fiqh scholars *akad* can be viewed from two sides, the general side and specific side. In general, the definition of *akad* in the broad sense is almost equal to *akad* in terms of the language in the opinion of scholars of syafi'iyyah, Malikiyah and Hanafiyah that is everything which is done by a person based on his own wishes, such as endowments, divorce, liberation or something formation requires the desire of two people such as buying and selling, representative, and pawn.

While definition of *akad* in specific sense is the engagement set by *ijab* and *qabul* under the provisions of sharia impacting its object.²⁷ According to scholars of sect az-Zahiri all conditions agreed upon by both contracting parties, when not in accordance with the Qur'an and Sunnah is null. Meanwhile, according to majority of scholars of fiqh, basically, the contracting parties have the freedom to determine its own terms in a contract(*akad*). However, it should be noted, that the freedom to determine the requirements in the contract(*akad*), there is an absolute, unlimited as long as there is no prohibition in the Quran and Sunnah.²⁸

²⁶Syafei, Fiqih Muamalat, p. 45-46.

²⁷Syafei, Fiqih Muamalat, p. 43-44.

²⁸Hasan, Berbagai Macam Transaksi dalam Islam, p.109.

2. Pillars of Akad

Pillars of *akad* can be defined as anything that can be used to express agreement between two wills of each parties or something that can be equated with that from action, gesture or correspondence.²⁹

Hanafiyah scholars have argued that pillars of *akad* is *ijab* and *qabul*. While the person who held *akad* (contract) or other things that supporting *akad* are not classified as pillars of *akad* because its existence is certainly. Scholars except Hanafiyah has opinion that *akad* has three pillars, namely:

- a. People who doing contract (al-'*aqid*), for example: the seller and the buyer.
- b. Something that become objek of *akad* (al-ma'qud 'alaih), eg price or something priced.
- c. Sighat akad, namely ijab and qabul.³⁰

a. Al-'Aqid (People Who Doing Contract)

Al-'*Aqid* is people who do *akad* (contract), each party sometimes consists of one person, sometimes consists of several people, example market sellers and buyers in each party usually one person, the heirs agreed to give something to the other party comprising on some people. Someone who do *akad* sometimes is a person who has the right (*'aqid ashli*) and sometimes is representative of who has the right.³¹

²⁹Ismail Nawawi, *Fiqih Muamalat Klasik dan Kontemporer* (Bogor : Ghalia Indonesia, 2012), p. 22.

³⁰Syafei, *Fiqih Muamalat*, p. 45.

³¹Sohari Sahrani dan Ru'fah Abdullah, Fiqih Muamalat (Bogor : Ghalia Indonesia, 2011), p. 43-44.

Malikiyah and Hanafiyah scholars requires '*aqid* should intellect, that already *mumayyiz*, older children who are flung his talk and answer can be understood, and at least 7 years. Therefore, it is deemed void of *akad* made by a child who has not *mumayyiz*, madman, etc..

While Syafi'iyyah and Hanbali scholars requires '*aqid* should puberty (affected by Sharia order), understanding (not crazy), has been able to preserve its religion and wealth. Thus, Hanabilah scholars allow a small child to buy things simple and with the permission of his guardian.³²

Among *akad* that considered valid *akad* which done by *mumayyiz* child in the view of Hanafiyah and Malikiyah scholars are:

- a. *Tasharruf* (activity of object) pure benefit: namely *tasharruf* that impact on the influx of something in his/her possession without any compensation (fees) such as gathering firewood, mowing the grass, hunting, receive grant, charity, will, and kafalah of debt. These are all legitimate from *mumayyiz* child without any permission or ijazah (permissibility) of guardian, because it was purely for his/her benefit.
- b. Tasharruf pure mudharat: namely tasharruf that has an impact on the release of something in his/her possession without compensation such as divorce, donation, charity, lending, and kafalah towards others either kafalah of debt or kafalah of life. These are all invalid and void from child who already understand (not crazy),

³²Syafei, Fiqih Muamalat, p. 53-54.

even though his/her guardian allows because a guardian does not have the power to allow *tasharruf* like this because it contains mudharat.

c. *Tasharruf* potential mudharat (harm) and benefits: namely *tasharruf* that contains the possibility of gains and losses such as the sale and purchase, lease, marriage, *muzaraah, musaqah, syirkah*, and so on. These are all legitimate from *mumayyiz* child but depend on the permission or the permissibility of a guardian if he/she is still young, or the permissibility against him/her after he/she baligh, because *mumayyiz* child have the understanding or intelligence which is not little.³³

Islamic scholars give requirements for '*aqid*, he/she must meet the criteria of ahliyah and *wilayah*.³⁴ To know more about the requirements of *aqid*, this is the explanation:

1. Ahliyah (Ahli Akad)

Linguistically, *ahliyah* has meaning *ash-shalahiyyah* (eligibility). In the terminology of the Islamic scholars, *ahliyah* is eligibility of person to have the rights that have been prescribed for him/her that is also obliged for him/her and the validity of all *tasharruf* of he/she done.³⁵

Ahli akad is divided into two, *ahli wajib* (*ahliyyah wujub*) and *ahli ada'* (*ahliyyah ada'*).

³³Wahbah az-Zuhaili, *Fiqih Islam Wa Adillatuhu Jilid 4*, terj. Abdul Hayyie al-Kattani dkk.,(Cet. I; Jakarta : Gema Insani, 2011), p. 450.

³⁴Nawawi, Fiqih Muamalat Klasik dan Kontemporer, p. 22.

³⁵az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 451.

a. Ahli wajib

That is proper or suitable person to fix a must that should be their right, like proper to fix prices to be replaced by a person who has damaged the goods or fixing the price. This section has two elements:

- 1. *Ijabi* element, that is proper to take their rights, such as collecting debts, and others.
- 2. *Salabi* elements, the proper to fulfill obligations, such as paying debts, etc..³⁶

Ahli wajib is divided into two, namely:

1. Not perfect ahli wajib

Not perfect *ahli wajib*, namely appropriateness to accept right for him/herself alone. This group is a child who is still in his/her mother's womb. There are two reasons why it is called by not perfect ahli wajib, those are on one hand he/she is considered as part of the mother, while on the other hand he/she is considered as an independent and already to separate from the mother at a perfect creation. Therefore, he/she is entitled to something that does not require *qabul*, among others:

- 1. The lineage of his/her parent
- 2. The heritage of the deceased relative, and handed to him/her as the biggest part with the prediction if it is male or female.
- 3. Eligible to get the testament of the person providing testament to him.

³⁶Syafei, Fiqih Muamalat, p. 54-55.

4. Eligible to get a share of the results of the waqf property that has been waqf for him/her.

But for the last three rights, the fetus has no rights of ownership that can be applied directly, but rely on its birth in living conditions. If it dies, the two rights, then it is given to those who deserve it.³⁷

2. Perfect ahli wajib

Perfect *ahli wajib*, that is proper of person to accept right and fulfill his obligation, that is since a baby born. Rights that can be done by children in *tasharruf* are various rights which allow it to be represented by his guardian, such as a grant or something bought for himself. The obligations to be fulfilled by a child, whether related to servant of Allah rights as well as rights related of Allah is:

- 1. Replace damaged property.
- 2. Pay agricultural produce for the state.
- 3. Fulfilling various matters relating to the community, such as paying zakat fitrah according to Hanafiyah scholars and Abu Yusuf. Also pay zakat mal according to most of scholar except Hanafiyah.³⁸
- b. Ahliyyah ada'

Ahliyyah ada' is someone's appropriateness to bring *tasharruf* in a form that is recognized by Islamic law. This Ahliyyah with the same sense of responsibility,

³⁷az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 452.

³⁸Syafei, *Fiqih Muamalat*, p. 55-56.

and it covers all the rights of Allah such as prayer, fasting, pilgrimage, and so forth, and also *tasharruf* in word and action that arise from a person. The cornerstone in the fulfillment of this obligation is tamyiz or intellect and understanding. Thus, excluding to ahliyyah ada' is like a madman, a child in the womb, and children who are not *mumayyiz*.³⁹

Ahli 'ada is divided into two, namely:

- 1. Not perfect *ahli 'ada*, that is propriety someone to partially meet his obligations and inappropriate to meet other obligations. Ahli who belong to this group is children aged seven years until the age of puberty. Such a child is simply called *mumayyiz*. To whit, categorized as valid worship when not exposed to obligation, it is only required to practice.
- 2. Perfect *ahli 'ada*, namely people who have reached the age of puberty.

The things that blocking experts were divided into two, that is:

- 1. Obstruction divine nature, namely obstacles exist beyond human ability, like mad, overslept, and others.
- 2. Obstruction afforded by humans, such as drunken, debt, and others.⁴⁰
- 2. Wilayah

Wilayah according to the language is the mastery of a business and the ability to enforce it. According to the terms, *wilayah* is one's power based on sharia which

³⁹az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 453-454.

⁴⁰Syafei, *Fiqih Muamalat*, p. 56-57.

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makes it able to perform *akad* and *tasharruf* and applies it, it means that giving effect or sharia influence on that *akad* and *tasharruf*. *Wilayah 'ala qashir* is the supervision of a rasyid (perfect minded) to the various affairs of the rudimentary personality and authority to manage property.⁴¹

The differences between ahli and *wilayah*, such as ahli is proper to get in touch with *akad*, while *wilayah* is proper of a person to perform *akad*.

Based on the presence of ahli and wilayah, akad has three conditions, namely:

- 1. If '*aqid* is perfect ahli dan has *wilayah*, that *akad* is valid.
- 2. If '*aqid* is not perfect ahli dan has not *wilayah*, that *akad* is deemed void, like a madman contract.
- 3. If 'aqid is perfect ahli but has not wilayah, that akad is deemed as al-fudhul (silenced and have no rights). An example is a person who will perform the contract is owned by others without the permission of the owner, or the person who married without the permission of the person who has the right to marry. In this case, the opinion of the scholars are divided into two, one is enabled, such as Malikiyah and Hanafiyah scholars and some are against it, as Syafi'iyyah, Hanbali, and Zhahiriyyah scholars.⁴²

Wilayah is divided into two, namely:

⁴¹az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 467-468.

⁴²Syafei, Fiqih Muamalat, p. 57.

- 1. Origin (al-asliyah), people who do contract has the power to do contract for himself. This person should be required to baligh, intelligent and normal.
- 2. Substitute (an-nivabah), a person is given power by others, or take care of other people's business. Substitute is divided into two:
 - Option (*al-ikhtiyariyah*) 1.
 - Compulsion (*al-ijbariyah*), the handover of power by the provisions 2. of of sharia which aims to benefit (maslahah), such as the power of the father, grandfather, or a person that given testament to take care of small children. Al-ijbariyah can be in the form mastery over himself or possession of his property.⁴³

Al-Ma'qud 'alaih (Mahal Aqd) **b**.

Al-Ma'qud 'alaih (Mahal Aqd) is object of akad or goods made to akad that shape looks and imprint. Such goods may take the form of property, such as merchandise; objects is not property, like the marriage contract; and can also form a benefit, such as the issue of wage-hire, and others.⁴⁴

In Islam, not all goods can be made the object of the contract example liquor. Therefore, jurists set four conditions in the object of the contract following:

1. *Ma'qud 'alaih* (goods) must exist when *akad*

⁴³Syafei, *Fiqih Muamalat*, p. 58.
⁴⁴az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 492.

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Based on this requirement, goods that did not exist when the contract is not valid as object of the contract, such as buying and selling something that is still in the soil or selling young goat whose was still inside goat stomach. However, among the scholars differences of opinion about the contract on goods which are not visible. Syafi'iyyah and Hanafiyah scholars prohibit absolutely the affairs or any item that does not appear, except in a few cases, such as wagehire, work the land, and others.

Regarding to this requirement, Malikiyah scholars just set in the contract that are of mutual submission (*al-mu'awidhat*) in matters of property, such as buying and selling. As for the contract that is *tabarru'* (donation) such as grants, charity, and others, they do not require it. Hanabilah scholars are not use these terms, but considered it quite the prohibitions of sharia to some agreement.

Actually, in some ways, sharia allow buying and selling of goods that do not exist, such as selling fruit still on the tree after the visible fruit. Among the provisions relating to the sale and purchase fruit still on the tree or seeds that are still in the ground is:

- Scholars agreed not to allow the sale of fruits or plants if there is no fruit because the Prophet Muhammad prohibit it until it looks fruit.
- 2. Permissible if helpful perfectly for both parties. Malikiyah scholars and Muhammad Ibn Hasan allow it even though the benefit for both parties is not perfect. As Syafi'iyyah scholars, Abu Hanifah, Abu Yusuf and forbid because it does not seem useful, but these benefits are highly demanded.

3. If a garden or tree, some good and others look bad, it is permissible to trade for fine goods.⁴⁵

2. Ma'qud 'alaih must masyru' (accordance with the provisions of sharia)

In order the object of *akad* can be recognized by Shari'a, the Islamic jurists agreed that the goods that made to be *akad* must be properties owned and mutaqawwim (controlled or held). Therefore, it is deemed invalid, *akad* for goods that are not considered property in the Shari'a like carrion, blood, slaughter pagan, atheist, Zoroastrians and the apostate is void, because something that is not property is not legitimate to be owned at all.⁴⁶

3. Can be given time of *akad*

Agreed upon by scholars of fiqh that stuff that made the contract must be submitted when the contract. Thus, ma'qud 'alaih are not submitted when the sale and purchase agreement as a bird in the air, the treasure that has been donated, and others, is seen not happen agreement.

However, in the contract *tabarru'* (charity) by Imam Malik is allowed, such as grants for vague goods because the giver is doing good, while people that given not requiring to replace it with something, so it's not an argument.⁴⁷

4. Ma'qud 'alaih should be known by both parties

Fiqh scholars stipulate that *ma'qud 'alaih* only clearly known to both parties that doing contract. Ban of Sunnah is very clear on the sale and purchase

⁴⁵Syafei, Fiqih Muamalat, p. 58-59.

⁴⁶az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 496.

⁴⁷az-Zuhaili, Fiqih islam Wa Adillatuhu Jilid 4, p. 497-498.

gharar (goods vague containing fraud), and items that are not known by the parties of the contract (*bai' majhul*).⁴⁸

5. *Ma'qud 'alaih* must sacred (*suci*)

Scholars except Hanafiyah explained that *ma'qud 'alaih* should be sacred, not unclean and *mutanajis* (get dirty). In other words, *ma'qud 'alaih* which can be used as a contract is holy things, which can be exploited by sharia. Therefore, dog, carrion, blood, and others should not be bought and sold.

Hanafiyah scholars are not stipulate the requirement above. Therefore, they allow the sale of fur, leather carcass to be used. *Ma'qud 'alaih* that they prevented to be used as a contract is clearly prohibited by sharia, such as dogs, alcohol, carcasses, etc..⁴⁹

c. Sighat akad

Sighat akad is something that arises from both people who do *akad* and demonstrate their inner desire of both to create and refine *akad*. It can be known with lafadz or word, or replace it with deed or action, gesture or writing.⁵⁰

1. Akad with word (lafadz)

Sighat with word is not required for mention goods that become object of *akad*, even in sale and purchase, donation, lease, and others. It is agreed by most of scholar, except in the marriage contract. Among the scholars there are

⁴⁸Syafei, Fiqih Muamalat, p. 60.

⁴⁹Syafei, *Fiqih Muamalat*, p. 61.

⁵⁰az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 430-431.

differences of opinion in *sighat* contract marriage because marriage is very sacred and important.⁵¹

The scholars agreed that *fi'il madhi* (past tense) may be used in the contract because it is a verb that most closely matches the intent of the contract. They also agreed to allow the use of *fi'il Mudhori'* (continuous and future tense). Of course, the heart must be accompanied by the intention that the contract is done at the time. Therefore, the contract is considered invalid if using *fi'il Mudhori'* aimed at the future. In addition, they also allow the use of jumlah ismiyyah (sentences in which consists of isim or nouns, such as mubtada' and khabar) in *sighat akad*. Regarding *sighat akad* by using *fi'il amar* (a verb that indicates the order) among the scholars disagree. Hanafiyah scholars not allow the contract with fi'il amar, except in marriage. Most of scholar allow it, either in selling or anything else, because that is most important to them is the foundation of pronunciation, that countenance. As for *sighat akad* with interrogative sentence, all scholars agree not to allow it.⁵²

2. Akad with action or deed

Sometimes *akad* is done without using word or lafadz but by deed or action that arise from both sides. It is referred in fiqh with al-mu'athah, at-ta'athi or almurawadhah, that is *akad* with an equally perform acts that indicate pleased

⁵¹Syafei, Fiqih Muamalat, p. 46-47.

⁵²Syafei, Fiqih Muamalat, p. 48-49.

between two parties without saying *ijab* and *qabul*.⁵³ It is very common nowadays.

In response to this problem, among the scholars different, that is:

- a. Hanafiyyah and Hanabilah scholars allow contract to act to goods that are well known in general by humans. If not known in general, that contract is void.
- b. Madzhab Imam Malik and initial opinion Imam Ahmad allow contract to act if it clearly demonstrates the willingness of both goods generally known or not, except in marriage.
- c. Syafi'iyyah scholars, Syiah and Zhahiriyyah found contract with the act is not justified because there is no strong clues to the contract. In addition, the countenance is something vague, which can not be known, except by speech. Only, this class allows speech, either sharih or kinayah. If forced to be anyway with gestures or writing.

This opinion is considered to be the most extreme. However, among scholars that become Syafi'iyyah followers, there is some allowing contract to act in various ways, such as Imam Nawawi, Al-Baghawi, and Al-Murtwalli. Other Syafi'iyyah scholars, such as Ibn Suraij and Ar-Ruyani allow contract to act in the sale and purchase of light, such as buying daily necessities.⁵⁴

⁵³az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 435.

⁵⁴Syafei, Fiqih Muamalat, p. 49-50.

3. Akad with gestures

For people who are able to speak, is not allowed doing *akad* by gesture, but must use verbal or written. Meanwhile for those who can not speak, may use gestures, but if the writing is good, it is encouraged to use writing. It is permissible if it has been disabled since birth. If not from birth, he should try not to use gestures.⁵⁵

4. Akad with writing

Permissible contract (*akad*) with writing, even for people who are able to speak or not, are in one chamber or the equally absent and with any language that is understood by both parties, on condition that the text should be clear, and formal (it means that it is written in a way that commonly known widely in a community with a mention of the one sent and the signature of the person who sent). This is the opinion of Hanafiyyah and Malikiyyah.⁵⁶

However, the marriage contract may not use the writing if the two people who contract is present. This is because contract must be attended by witnesses, who must hear people saying that *akad*, except for people who can not speak. Syafi'iyyah and Hanabilah scholars found that the inscription contract is valid if two people are not present contract. However, if people who make contract is present, is not allowed to use writing because writing is not required.⁵⁷

⁵⁵Syafei, Fiqih Muamalat, p. 50-51.

⁵⁶az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 437.

⁵⁷Syafei, *Fiqih Muamalat*, p. 51.

3. General Conditions of Akad

The scholars of figh set, there are some general conditions that must be met in a contract, in addition to any contract also have special conditions.

General terms of a contract are:

- a. The parties who make *akad* is deemed capable of acting according to the law (*mukallaf*). If not able, must be made by his guardian. Therefore, a contract that is done by people who are crazy or a child who has not *mukallaf* directly, it is not valid.⁵⁸
- b. Object Akad, acknowledged of sharia. The object akad shall qualify:
 - 1) Form of treasure
 - 2) Owned someone
 - 3) Worth treasure by sharia

Thus, for goods that is not worth the treasure according to the Shari'a such liquor is not valid. In addition, most of scholars except Hanafi jurists say, that the unclean items such as dogs, pigs, carcasses, and blood may not be the object of *akad*, because the goods are not valued by sharia.

According mustafa az-Zarqa any waqf property can not be used as the object of contract. because waqf property is not a property that can be sold. Waqf property is the common property of the Muslims, not private property. Thus, the waqf property as the object of purchase invalid. Another case

⁵⁸Nawawi, Fiqih Muamalat Klasik dan Kontemporer, p. 21.

according to Mustafa az-Zarqa lease waqf property is allowed because it does not change hands in full to the tenant.

Object *akad* must also exist and can be handed over during *akad*, because trade in something that does not exist and can not afford law submitted is invalid. Examples such as selling rice that has not been fruitful, sell the fetuses still in the womb.

According to jurists, the provisions above shall not apply to 'aqd salam (indent), istisnaa (order goods), and musaaqah (transactions between plantation owners and its processors). The exception is justified on the basis that such akad needed by society and has become a custom that is done by members of the society.

- c. *Akad* was not prohibited by the texts of sharia. On this basis, a guardian (custodian of a small child), is not justified granting the child treasure. Supposed to treasure of the little boy developed, maintained, and not left to someone with no compensation (grant). In the event of *akad*, then that *akad* will be canceled by sharia.
- d. *Akad* that made it meets special requirements with *akad* in question, in addition must meet the general requirements. Terms of special requirements, for instance: buying and selling different the requirements on condition lease and lien.
- e. That *akad* is helpful.

f. *Ijab* remain intact until there is *qabul*.⁵⁹

4. Freedom in Adducing Conditions of Akad

The scholars of figh stipulates that *akad* is in compliance with the pillars and the conditions have binding force on the parties of *akad*. Every human being has the freedom to attach themselves to a contract and shall be complied with all legal consequences arising that contract.

Hanafi and Syafi'i scholars found that anyone who did contract are free to express and define the requirements, as long as that condition is not contrary to sharia and does not conflict with the nature of contract anyway. Meanwhile, according to Hanabilah and Malikiyah scholars, the parties are free to express requirements in *akad* as long as the requirements is beneficial for both parties.⁶⁰

5. Impact of Akad

Every akad must have two impact, that is general and special impact.

1. Special impact

Special impact of *akad* is law of *akad*, that is real impact of implementation of *akad* or main purpose of implementated *akad* like moving ownership in purchase and sale, bequest (hibah), wakaf, fee, and so on.

⁵⁹Sahrani dan Ru'fah Abdullah, *Fiqih Muamalat*, p. 46.

⁶⁰Nasrun Harun, *Fiqh Muamalat* (Jakarta : Gaya Media Pratama, 2007), p.105-106.

2. General impact

Everything that accompany every or most of *akad* even from law aspect or result of akad.⁶¹

6. The Division of Akad

Akad divided into several kinds, each kinds, depending on the angle of view. Among the most important parts of *akad* are the following:

- 1. Under the provisions of sharia
 - a. Akad shahih (authentic akad)

Akad shahih is a contract that meets the elements and conditions that have been set by sharia. In terms of Hanafiyah scholars akad shahih is an agreement that meets the provisions of the Shari'a in its origin and nature.62

b. Akad not authentic (ghoiru shahih)

Akad not authentic is a contract that does not meet the elements and conditions. Thus, this contract does not affect the legal or illegal. Most of scholar except Hanafiyah stipulate that the contract of vanity or imperfect belong to this group, whereas Hanafiyah scholars distinguish between imperfect and void.

According to scholars Hanafiyah, void contract is a contract that does not meet pillars or no goods like contract committed by one who is

⁶¹Syafei, *Fiqih Muamalat*, p. 66. ⁶²az-Zuhaili, *Fiqih islam Wa Adillatuhu Jilid 4*, p. 540.

not ahli akad, like crazy and others. Meanwhile imperfect contract is a contract that meets the requirements and get along well, but prohibited by sharia, such as selling goods is not known so as to cause strife.⁶³

- 2. Based on the name
 - a. Akad which have been named by sharia, such as buying and selling, donation, pledge, and others.
 - b. Akad Unnamed by sharia, but adapted with the times.
- 3. Based on the intent and purpose of *akad*
 - Ownership; a.
 - Eliminating ownership; b.
 - Absoluteness, namely someone depute to his deputy absolutely; с.
 - d. Engagement, namely the prohibition for a person to indulge, like a madman;
 - custody. e.
- 4. Based on the substance
 - Tangible objects (al-'ain) a.
 - b. Intangible objects (ghair al- 'ain)⁶⁴
- 7. Characteristics of Akad

All forms *tasharruf* (legal activity), including contract has two general state.

1. Unconditional Akad (akad munjiz)

⁶³Syafei, *Fiqih Muamalat*, p. 66-67.
⁶⁴Syafei, *Fiqih Muamalat*, p. 67.

Akad munjiz is a contract executed immediately at the time of completion of the contract (*akad*) without limitation. Statement of *akad* that is followed by the implementation of *akad* is a statement that is not accompanied by requirements and unspecified time of the implementation after *akad*.⁶⁵

2. Conditional Akad (akad ghair munjiz)

Akad ghair munjiz is a contract that spoken by person and is associated with something, that is, if the requirements or relation that does not exist, contract was not finished, either associated with the manifestation of something or postponement.

For example, someone says, "I sell this car at a price of Rp. 40.000.000, - if approved by my boss". Or say," I sell this car with the condition that I should wear it for a month, after which I will submit to you".⁶⁶

Akad ghair munjiz there are three kinds:

a. Ta'liq syarat;

Ta'liq syarat is the opposite of *tanjiz* that is to link the results something to do with the affairs of others. That is the occurrence of a contract depends on other matters. If other things do not happen or does not exist, contract did not exist, such as the words of a person, "If the people who owe it to yourself to go, I guarantee the debt." The one who will bear the debt (*kafil*) hooking its ability to repay debt on goings of people who owe.

⁶⁵Sahrani dan Ru'fah Abdullah, *Fiqih Muamalat*, p. 47.

⁶⁶Syafei, Fiqih Muamalat, p. 68.

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Ta'liq syarat requires two expressions. The first phrase requires additional requirements, such words if and when, called expression conditions. Meanwhile second phrase is called expression *Jaza'* (reply). Two of this expression should take precedence whichever.

b. *Taqyid syarat*;

Understanding taqyid syarat is the fulfillment of legal *tasharruf* actual words do not become prevalent (required) *tasharruf* in a state of absolute. That the requirements in a contract or *tasharruf* the only form of speech just because it is essentially non-existent or not to be done.

Examples taquid syarat as those who sell goods on the condition that the transport costs borne by the seller. Sellers claimed or promised to fulfill these requirements, that is have costs. Actually,that *iltijam* is not unconditional because absolute contract does not require the transport costs borne by the seller.

c. Syarat idhafah.

Meaning leaned to a future or *idhafah Mustaqbal*, is to slow down the legal *tasharruf qauli* into the future. As it says, "I made you as a representative of my early next year." It's an example of the requirements that are *idhafah* it into the future. *Zaman Mustaqbal* is sometimes *malhudh* can have for themselves or incomprehensible itself from the agreement, as in a will. Will gives the sense

that the will was valid after the intestate's death. Meanwhile *tabarru'* (donation) munjiz which took effect is such as grants and charity.⁶⁷

8. Termination of Akad

2.

The scholars declare a contract may be terminated if:

- 1. The end of the validity period of the contract, if the contract has a grace period.
 - In a binding contract, a contract is considered terminated if:
 - Sale and purchase is fasad, as there are elements of deception, one of the pillars or the requirements are not met.
 - 2) Applicability *khiyar*
 - 3) The agreement was not implemented by one of the parties
 - 4) The achievement of the contract objectives are perfectly
- 3. One of the parties of '*aqid* died for specific contract, for example: rent, ar-Rahn, al-wakalah, al-kafalah.
- 4. Canceled by parties of '*aqid*, if the contract was non-binding nature.⁶⁸

The contract (*akad*) with the cancellation, sometimes removed from its origin as in the days of *khiyar*, sometimes linked in the future, such as cancellation of the leases and borrowing that have been agreed for 5 months, but prior to five months has been canceled. In *akad ghair lazim*, which either party may cancel contract, cancellation is very clear, as in day care representative items, and

⁶⁷Syafei, Fiqih Muamalat, p. 69-70.

⁶⁸Hasan, Berbagai Macam Transaksi dalam Islam, p.108-109.

others, or *ghair lazim* on the one hand and *lazim* in other parties, such as the lien (pawn). People who accept liens are allowed to cancel contract even without the knowledge of the person who pawned goods.⁶⁹

B. Concept of Ijarah

1. Understanding of Ijarah

Akad Ijarah as well as sale and purchase agreement is part of *al-'uquud almussammaah* that is highly considered the legality specifically by Islamic law from the character of *akad*. *Al-'uquud al-mussammaah* is an agreement that has been named and arranged by Allah, such as trade, *ijarah*, *syirkah*, *kafalah* and grants. Those *akad* are applied all of general and specific norms. *Akad ijarah* is different with purchase and sale transaction because it is temporal, while purchase and sale transaction is permanent because its effects can be transfer the ownership of a goods.⁷⁰

Etymologically al-*ijarah* is derived from the word *al-ajru* which means *al-'iwadh* / replacement. That is why *ats-Tsawabu* in the context of merit also named by *al-Ajru* / wages.⁷¹

Meanwhile, in the terminology of fiqh, scholars of fiqh (jurists) imposes limits on *ijarah* contract (*akad ijarah*) terms in different wording, although it leads to the same substance. Some definitions *ijarah* contract are as follows:

⁶⁹Syafei, Fiqih Muamalat, p. 70.

⁷⁰Wahbah az-Zuhaili, *Fiqih Islam Wa Adillatuhu Jilid 5*, terj. Abdul Hayyie al-Kattani dkk.,(Cet. I; Jakarta : Gema Insani, 2011), p. 385.

⁷¹Abdul Rahman Ghazaly dan Ghufron Ihsan, *Fiqh Muamalat* (Jakarta: Kencana, 2012), p. 277.

- Imam Hanafi defines Ijara contract as a contract that gives faidah to the clear benefits of ownership of an object that is leased with certain return
- 2) Imam Malik ibn Anas: Ijara contract is a contract that gives the sense of ownership of the benefits allowed (by sharia) for a period that is clear with a certain return.
- 3) Imam al-Shafi'i defined contract of *Ijarah* as a contract on the known benefits clearly, has a specific purpose, enabling it to be handed over and there is a clear wage/return.
- 4) Imam Ahmad ibn Hanbal defines Ijara contract as contract for something that is permissible (object) that is known clearly, could be taken (wages) gradually and clearly with clear rewards.

From various formulations of the above definition, it can be concluded that the *Ijarah* is a contract or agreement relating to the use of, the benefits of taking benefit of a particular object or for the intake of human services within a specified time accompanied by compensation for work or deeds he has done.⁷²

Akad ijarah on the service of its legal equated with *akad Ijarah* for goods. If the contract against goods is allowed then contract for services is also allowed. In addition, the issue of the need for services / assistance among the individual is human nature that need each other, and there is interdependence.⁷³

⁷²Ridwan, *Fiqih Perburuhan* (Yogyakarta: Grafindo Litera Media, 2007), p. 45.

⁷³Ridwan, *Fiqih Perburuhan*, p. 46.

Existence of *akad ijarah* in human life is something that can not be avoided. Because no human being can fulfill their needs alone. In the case of a person in need of clothing or food, so he needs the services of others.

2. The Legal Basis of Ijarah

Most of scholars found that *ijarah* is prescribed based on the Qur'an chapter at-Thalaq verse 6 :

فَإِنْ أَرْضَعْنَ لَكُمْ فَآتُوهُنَّ أُجُورَهُنَّ

Meaning: "And if they breastfeed for you, then give them their payment.".⁷⁴

Allah also said in the Qur'an chapter al-Qasas verse 26 :

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الأَمِينُ (⁷ ^٢)

Meaning : One of the women said, "O my father, hire him. Indeed, the best one you can hire is the strong and the trustworthy".⁷⁵

Utterance of the Prophet Muhammad that is narrated by Ibn Majah:

عَنْ عَبْد الله بْنِ عُمَر رَضِيَ اللهُ عَنْهَ قَالَ: قَالَ رَسُوْلُ اللهِ صَلَى اللهُ عَلَيْهِ وَسَلَّمَ: أَعْطُوْا الْأَجِيرُ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرَقُهُ. (رواه ابن ماجه)

*Meaning: From Abu Hurairah r.a said, the Prophet said: "Give a worker's reward before his sweat dries".*⁷⁶

⁷⁴Q.S. at-Thalaq (65): 6

⁷⁵Q.S. al-Qashash (28): 26

⁷⁶Ibnu Majah, *Sunan Ibnu Majah* (Riyadh: Bait al-Afkar ad-Dauliyah Lin Nasyar Wa at-Tauzi', t.th.), p. 264.

This hadith gives an ethics in the doing *akad Ijarah*, namely provides payment of wages as soon as possible. the relevance to practice of *Ijarah* at the present time is the necessity to make the payment of rent in accordance with the agreement/deadline has been determined, do not procrastinate remuneration of the agreed time schedule.⁷⁷

Not only based on the Quran and al-Hadith, *ijarah* is also prescribed by *ijma*'. Muslims during the time of companions (sahabat) did *ijma* (deal) that *ijarah* is permissible because it have benefit for humans.⁷⁸ It is a bright enough explanation about the necessity of the protection of the state on workers' wages, so as not abused by others in the wage that should be accepted. Wages are to be theirs is included property of workers, then it must be guaranteed the smoothness and must be protected the amount of it.⁷⁹

3. Requirements and Pillars of *Ijarah*

a. Pillars of *Ijarah*

According to Hanafi scholars, pillars of *Ijarah* only *ijab* and *qabul* from two parties who make agreement. Meanwhile, according to most of scholars, there are four pillars:

1. There are two people who doing contract

 ⁷⁷Dimyauddin Djuwaini, *Pengantar Fiqih Muamalat* (Cet Ke-1; Yogyakarta: Pustaka Pelajar, 2008), p.
 156

⁷⁸Syafei, Fiqih Muamalat, p. 124

⁷⁹Musthafa Husni Assiba'i, *Kehidupan Sosial menurut Islam Tuntunan Hidup Bermasyarakat*, (Cet. Ke-4; Bandung: CV. DIPONEGORO, 1993), p. 181.

Parties who employs his services (*mu'jir*) and those who employ others (*musta'jir*), according to Syafi'iyyah and Hanabilah scholars is required has baligh and intelligent. But Hanafiyah and Malikiyyah scholars give opinion that never mind for two people who make *akad* not reach the age of puberty.

2. Sighat (ijab qabul)

The basic principle of *ijab qabul* is a statement of willingness of both parties to doing contract, whether expressed in writing or orally.

3. Wages (ujrah)

By making a good deal even standard and procedures for its distribution.

4. The value of benefits.

Clarity benefits to avoid disputes.⁸⁰

b. Requirements of *Ijarah*

Related with the requirements of *akad ijarah* can be explained as follows:

- 1. The countenance of both parties in the contract
- Knowing the benefits clearly to the goods or services that will be the object contract. By explaining the benefits, time restrictions, or explain the type of work if *Ijarah* on a person's work or services.⁸¹
- 3. If a lease to something in the form of goods, the goods are to be the type of goods that can be used according to the criteria of shari'ah
- 4. Rewards or wages should be the property that has a clearly value

⁸⁰Ghazaly dan Ghufron Ihsan, *Fiqh Muamalat*, p. 278-279.

⁸¹Syafei, Fiqih Muamalat, p. 126.

5. Goods which became the object of a lease is the kind of stuff that can be handed over.⁸²

4. Kinds of Ijarah

Ijarah if viewed in terms of its object, is divided into two kinds, that is:

- 1. *Ijarah* that is benefits. Such as: rent-hire, houses, shops, vehicles, clothing (the bride) and jewelry
- 2. *Ijarah* that is work is by way of hiring someone to do a job. *Ijarah* is permissible as construction workers, tailors, cobblers who later called *ijarah* which is the group (*musytarak*). *Ijarah* personal nature can also be justified as a gardener and security guard.⁸³

5. Kinds of Worker

- 1. *Musytarak* workers are people who work for more than one person and the payment of wages after all work is completed and the work carried out in the public sector is being produced for the public good. *Musytarak workers* responsibility in making mistakes on the job there are three things:
 - a. If damage occurs because of the actions of the offense itself, it shall replace the risk.
 - b. If damage due to something in spite of himself, like a fire or flood then there is no obligation to bear

⁸²Ridwan, *Fiqih Perburuhan*, p.56.

⁸³Ali Hasan, *Berbagai Macam Transaksi dalam Islam (Fiqih Muamalat)* (Cet Ke-1; Jakarta: PT Raja Grafindo Persada, 2003), p. 236.

- c. If damage because of other things outside of his will, according to Abu
 Yusuf and Muhammad shall bear the risk while according to Abu
 Hanifah not.⁸⁴
- 2. Special Workers (*al-ajir al-khas/ al-ajir al-wakhid*) are workers who get paid by submitting himself to be employed in a specific time / contract. So workers do not work on the informal sector. working period according to the agreed time, workers should not work in others. If the charterer cancel the lease contract before the contract period expires, the worker is entitled to full pay.⁸⁵

6. Payment of *Ijarah* (reward)

If *ijarah* is work, then obligation to pay the reward is at the expiration of the job. If there is no other work, if contract is already in progress and there are not required on payment and no conditions of the suspension, according to Abu Hanifah wages must be delivered incrementally according to the benefit received.

Wages can be classified into two, that is:

1. Reward already mentioned (*ajrul musamma*), that is reward that have been mentioned at the beginning of the transaction, the condition is that when mentioned must be accompanied by their willingness (accepted) by both parties.

⁸⁴Ridwan, *Fiqih Perburuhan*, p. 58..

⁸⁵Jaribah bin Ahmad Al-Haritsi, Fikih Ekonomi Umar Bin Al-Khathab (Cet Ke-1; Jakarta: Khalifa, 2006), p. 241.

- Reward is commensurate (*ajrul mistli*) is a reward commensurate with the work as well as commensurate with his working conditions. That is a treasure demanded as compensation in a transaction similar in general.⁸⁶
 Islam in wage-setting attention to two things, that is:
- a. The value of the work itself, because it may not be equated between the wise and the fool, the diligent and those who are negligent, because equating between two different people is an injustice.
- b. Worker's needs.⁸⁷

Every company is obliged to pay the basic wages of adequate and basic wages is what a decent wage. The wage rate should be given employer to the workers, must be able to meet:

- a) The need for food workers
- b) The need for clothing
- c) The need homes
- Wages are provided by the employer should at least be able to meet the basic needs of workers and their families, according to local conditions.⁸⁸

An employer has the obligation to pay and plan a fair wage to the workers. If

the wage is too low, workers may not be motivated to strive to the fullest. Similarly,

⁸⁶Jaribah bin Ahmad Al-Haritsi, *Fikih Ekonomi Umar Bin Al-Khathab* (Cet Ke-1; Jakarta: Khalifa, 2006), p. 241.

⁸⁷Nurul Huda, *Ekonomi Makro Islam: Pendekatan Teoretis* (Cet Ke-1; Jakarta: Kencana, 2008), p. 230.

⁸⁸Roedney Wilson, *Bisnis Menurut Islam Teori Dan Praktek* (Cet. Ke-1; London: PT Intermasa, 1998), p. 106.

if wage rates are too high employer may not benefit and can not perform his company.⁸⁹

Involves the determination of wages, Islamic law does not provide detailed textual provisions, either in the Qur'an or hadith. Generally Quran has something with the determination of wages, that is in chapter An-Nahl verse 90:

إِنَّ الله يَأْمُرُ بِالْعَدْلِ وَالإِحْسَانِ وَإِيتَاءِ ذِي الْقُرْبَى وَيَنْهَى عَنِ الْفَحْشَاءِ وَالْمُنْكَرِ وَالْبَغْيِ يَعظُكُمْ لَعَلَّكُمْ تَلَكُرُونَ (٩٠)

Meaning: "Indeed, Allah orders justice and good conduct and giving to relatives and forbids immorality and bad conduct and oppression. He admonishes you that perhaps you will be reminded.".⁹⁰

This verse can be mentioned that Allah ordered the employer to be fair, do good, and generous to workers. the word of relatives in the paragraph above, can be interpreted labor, because labor is already part of the company. In other words, employers and workers have the same contribution.

Caused employees have made a large contribution to the success of the employer, then the employer is obligated to the welfare of its workers, including providing decent wages.⁹¹

⁸⁹Muhammad & Lukman Fauroni, Visi al-Qur'an Tentang Etika Dan Bisnis (Jakarta: Salemba Diniyah, 2002), p. 175.

⁹⁰Q.S. an-Nahl (16): 90

⁹¹Lubis, Hukum Ekonomi Islam, p. 155

If there is employers who pay them a reward that is less than or burden them with very hard work or hiring outside the time limit without adequate compensation or hire them in unsanitary conditions and others, the state has the right to intervene in order to save rights of workers.⁹²

Islam is very concerned about the basic rights of workers, which must be met by the employer as follows:

- 1. Workers have a reward that allows to enjoy a decent life
- 2. Workers should not be given a job that exceeds their physical abilities.
- 3. Workers must be given proper medical assistance if the pain and pay the cost of the appropriate treatment at the time.
- 4. The determination should be made for the payment of retirement for workers.
- 5. Workers should be paid suitable compensation for accidents that occur on the job. ⁹³

The workers will feel dissatisfied when profits soared, while wages do not change it will aggravate the employment relationship, however the workers will be glad when the profit share distributed so that workers will work with all his strength to increase profits.

 ⁹²Afzalur Rahman, *Doktrin Ekonomi Islam Jilid 2* (Yogyakarta: PT Dana Bhakti Wakaf, 1995), p. 390
 ⁹³Rahman, *Doktrin Ekonomi Islam Jilid 2*, p. 392

CHAPTER III

FINDINGS AND DISCUSSION

In this chapter explained about the prevailing system of Pay Per Download (PPD) between PPD site and uploader or user and analysis of business agreement and way of work with system Pay Per Download in islamic law perspective.

A. General Overview of Pay Per Download System

1. Way to Follow Pay Per Download using the site Sharecash.org

There is a process to be followed to know work way of the system of Pay Per Download (PPD) using the site sharecash.org.

1. Opening www.sharecash.org



4. If already finish, click the Continue button. Then came again the screen to fill in user personal data.

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5. If already finish, click the Register Now button. There will be a display indicating that registrant application has been submitted for approval by Sharecash.org team. If accepted, registrant will receive an email. If registrant do not receive an email, then registrant account application has been denied.


6. After registrant have signed up and confirmed all that registrant need to confirm,

now klik log in bottom in top right corner like in this picture.

Home Features Contact Advertisers News
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7. Then registrant fill in login form according to data that had been registered by registrant.

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- 8. After that, click bottom "Sign into your account"
- 9. Now registrant become user of sharecash.

2. Way to Follow Pay Per Download using the site Tusfiles.net

There are some steps to using the site tusfiles.net:

1. Opening www.tusfiles.net

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3. Plot of Work in Pay Per Download

- Uploader just upload a file or content wants to be marketed on a visitor for free. For example files in the form of songs, videos, documents, software, games, and more.
- 2. Then uploader would get a unique link from PPD site.
- 3. Uploader spreading the link either through social media, blogs, and others.
- Every unique visitors who clicked on the link, he will be redirected to the page PPD Networks, which then after they pass through the visitor can download these files.
- 5. When visitors click download, usually have to fill out a survey before downloading content, then download the file will start automatically.⁹⁴

4. Payment System of Pay Per Download

Payment of pay per download every site of PPD is different in giving payment to user. Sharecash example, will pay you as user at least \$0.40 for every download within the United States, United Kingdom, Canada, or Australia. For international downloads you will receive at least \$0.25 per download. The Minimum Payment from sharecash is \$10. To withdrawl the money, sharecash has same Payment Method such as PayPal, Payza, Payoneer, Payquicker, Wire Transfers, ePassporte, Western Union, Bank Transfer and Checks. There are 2 more ways you can make money with sharecash. When someone buys a premium

⁹⁴Ardiyanto, "Bagaimana Cara Kerja Pay Per Download?", <u>http://www.ardiyan.top/2016/04/174-</u> <u>bagaimana-cara-kerja-pay-per.html</u>accessed on 23/06/2016

account (after using your link) you will get 30% of the money they spent on it. But that is not necessarily a good thing (more on why that is later). The third way for you to make money is referring people to sharecash. When you refer someone you will get 10% of what they earn (that does not mean they will get 90% of the profits, it means that you as a referrer will get a bonus of 10% of whatever your referred user earns). ⁹⁵

For fee of Tusfile adjust from what country visitor who download. For Indonesian account owner, TusFiles will pay \$ 10 per 1000 downloads. And for the minimum withdrawal is reaching \$ 10 dollars. System for payment using Paypal, Payza, Perpect Money, Web Money, Wire Transfer, Payoneer and Amazon Gift Card.⁹⁶

B. Islamic Law Perspective n Pay Per Download (PPD) System

1. Business Transaction of Pay Per Download System

Pay per download is a business that uses a model contract of *ijarah* (wagehire), because sites that hold businesses pay per download give reward (*ujroh*) to any person who uploaded the file, and then deploy the unique address that will go to the file and then other people will download it. PPD sites are also gets advantaged by the number of people who opened the site so it makes a lot of advertisers who put their ads on the site of PPD.

⁹⁵http://earn-money-with-sharecash-org.blogspot.co.id/2012/02/what-is-sharecash-sharecash-isonline.html accessed on 23/06/2016

⁹⁶http://ebisnisupdate.blogspot.co.id/2016/04/perkenalan-tentang-tusfiles.html accessed on 23/06/2016

Akad in pay per download includes of conditional *akad* or *akad ghairu munjiz* in the form of ta'liq syarat because site of PPD will give reward if user success to bring visitors to open a link that has been provided by the PPD site and the visitor has downloaded a file that is uploaded by user.

If viewed from pillars of *akad* that has been applied in pay per download, it is seen that all the pillars of *akad* are met that is two parties who do *akad*, wages, benefits and *sighat akad* in form of writing. In pay per download, people who do contract (*'aqid*) is a person who is legally entitled to do business and be at least eighteen years old, it is set forth in the Terms of Services of ShareCash and Tusfiles. It is appropriate in view of *Fiqh Muamalat*, that '*Aqid* must be of legal age and understanding. User PPD in the division '*Aqid* is perfect ahli 'ada because it has aged over the age of puberty and worthy to meet its obligations as a user. Meanwhile, if there are users who turns out according to the law has not the right to do business and not yet 18 years old, then the PPD site reserves the right to remove it from the membership as a user PPD.

Regarding the agreement or willingness of the parties in this case can be viewed when the parties agree to enroll Term Of Service (TOS) that is in the registration form by way Checklist ($\sqrt{}$). This is consistent with the pillars of contract in Islamic law namely *sighat akad*, that *sighat akad* (*ijab* and *qabul*) need not be words, but writing can also be used as *sighat ijab qabul*. As mentioned: "granted *ijab* and can form words, acts, gestures, and written (usually a large

transaction value). However, all forms of *ijab* and granted it has the same strength values".

Meanwhile, if viewed in freedom of performing *akad* (contract) in PPD system, an online entrepreneur with a pay per download system or user is only able to accept or not the requirements that is provided by PPD site through the Term of Service, and could not provide the requirement in doing contract (*akad*) so it is not appropriated with the concept of *akad* that each party is free or has the right of expressing the terms or conditions in *akad*.

When viewed from the purpose or benefit achieved from this *akad*, this *akad* is a *tijari* contract and not *tabarru* contract because each party is equally keen to benefit. Where the sites that provide a pay per download will get advantage by the number Visitors to the open the site that allows advertisers to put their ads on the website, while the user/uplouder that using pay per download system get income from the number of files being uploaded and downloaded by visitor.

Akad in pay per download includes non-binding agreement that can be terminated by one party, even user or PPD site. *Akad* in pay per download will end if the user violates the things that are forbidden by the PPD site so PPD site can disable a user account. The things that are prohibited by the PPD site include:

- a. Involve in commercial activities and/or sales, such as contests, sweepstakes, advertising, or pyramid schemes.
- Advertise or claim that downloading any file hosted through our services is free

- c. Upload any form of child exploitation/pornography
- d. Upload any materials that are in any way sexually explicit
- e. Upload any materials that pertain to and/or promote pornography
- f. Promote any type of file on pages that contain sexually explicit, copyrighted, or otherwise illegal content
- g. Upload adult files, nudity, semi-nudity, suggestive images/videos, sexual filenames or anything remotely adult-related.
- h. Download your own files continuously, download another's file, offer cash incentives to downloaders, coax others into continuously downloading your own file, obtain downloads in an illicit manner such as, but not limited to, an automated bot, or register more than one account.
- i. Abuse our services to coerce users into registering on other websites.
- j. Exchange download links with other affiliates, download other affiliate's files in order to receive downloads, or offer a form of points to the downloader for a download.
- k. Promote your download links or files either directly or indirectly in a manner which violates the terms of another site or company.
- Use any method or program to trick users into sharing or liking pages that lead to your download links on any social network.
- m. Make visitors download files over 3 times to access one piece of content. In other words, you cannot split files into more than 3 parts.

- n. Instruct or encourage any download to use a method to bypass our surveys or enter fake information.
- o. Download own files, with or without a Proxy.
- p. Upload files that are fake or counterfeit.
- q. Creating multiple accounts for one user. If we find such accounts they will be deleted and earnings revoked.
- r. Send unsolicited email, junk mail, spam, chain letters, or promotions or advertisements for products or services.
- s. Harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Service.
- t. Impersonate or misrepresent your affiliation with any person or entity.
- u. Block, hide, tamper with, or spoof the referring URL of traffic to download pages.
- v. Put any part of our download pages inside of an HTML frame, frameset, or iframe.
- w. Repeatedly download your own files, or have a high percentage of downloads that come from from the same IP, browser, or PC, with or without a proxy.
- x. Upload or transmit any User file: 1) that you do not have the lawful right to copy, transmit, distribute, and display (including any User files that would

violate any confidentiality or fiduciary obligations that you might have with respect to the User files), 2) for which you do not have the consent or permission of each identifiable person in the User files to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User files), 3) that infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity), 4) that is false or misleading, 5) that is defamatory, 6) that is obscene, pornographic, or offensive and 7) that promotes bigotry, racism, hatred, or harm against any individual or group and 8) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability.

Within Islam itself also regulates the content of the object of the contract, namely the object of the contract should not contain elements of things that are unclean, no benefit or conduct that violates sharia.

2. Working Way of Pay Per Download System

How to works in business with a pay per download is very easy to follow. Where uploader just register, fill out the registration form, once approved as a member, and then upload the files (photos, documents, videos, etc.) and will get a unique link, then this unique link distributed to social media or blog. Every one who open the link and download the file then the site will give you money as payment for having followed the directives of the site.

The workings of this kind belong to the wage-hiring (Ijara). *Ijarah* is a contract or agreement relating to the use of, or making use of the benefits of a particular object or for the intake of human services within a specified time accompanied by compensation for work or deeds he has done.⁹⁷

About who was involved in a pay per download is uploader, and PPD site/PPD Networks. Dan their job is:

1. Uploader as a one of party (person) must register him self first to PPD site by completing register form which in that form there is Term of Services. And Term of Services in every PPD site is different, especially in paying and giving commission.

2. PPD site as other party (corporation) in public service, giving a online space for uploder's files. PPD site has a right to accept or deny registration from uploader.

All rules has shown in Term of Services when uploder register him self to be member of PPD site.

⁹⁷Ridwan, *Fiqih Perburuhan*, p. 44-45



Schematic model of working with Pay Per Download

Explanation :

- A. Uploder register him self to PPD site, after approving, uplouder share unique link to his social media or blog then any visitor open that unique link. The amount of fee or income from PPD Networks to uploader is different, because each site PPD apply different regulations also. For the sake of justice, the Term of Services has been mentioned prohibitions that should not be done by each of the parties, not least the PPD website.
- B. PPD site or PPD Networks will check that download. From uploader or visitor. If it is detected from uploader, so PPD Networks won't give fee. If it is detected from visitor, PPD networks will catogorize it as unique download. Every unique download from visitor will get fee from PPD Networks
- C. PPD Network show to Advertiser that PPD site provides a special place for advertisers by offering the advantage that the PPD site will advertise globally.

D. If advertisers attracted to put his site in PPD Networks, they will give some money to PPD site..

User in pay per download system if viewed from kinds of worker, so user includes in musytarak worker because user can work or register as a user to more than one of PPD site and get his reward after successfully bring visitors to download files that have been uploaded by the user.

While wages in a pay per download is including wages already mentioned (*ajrul musamma*) because the pay was mentioned at the beginning of the contract and the wage has been accepted by both parties, both tuser and PPD site.

CHAPTER IV

CONCLUSIONS AND SUGGESTIONS

A. Conclusions

Based on the discussion and analysis in the previous chapter, it can put forward some conclusions.:

- The prevailing system in the Pay Per Download (PPD) transaction between sites which provide PPD system and the uploader is so easy to follow. What should be done for people who want to follow:
 - a. Register at the a trusted site PPD rewards, such as sharecash.org and tusfiles.net.

b. After being confirmed by the PPD website to become a member, upload files as much as possible that is needed by a lot of people like tutorials, and others, then deploy a unique link from PPD site to social media or blog so that many visitor will download the file. Then each unique download will earn.

The working way of the prevailing system in the pay per download is among the sites with one another is not much different, even the regulations made by each PPD site is almost same.

2. If viewed in Islamic law, there are some aspects of transaction in Pay Per Download (PPD) system which does not violate Islamic law, among others all the pillars of the contract are met namely the existence of two parties to a contract ('*Aqid*) should have legal rights to do business and be at least eighteen years old, wages, benefits and *sighat akad* in form of writing. Besides of that, the principle of willingness in Islamic law is also implemented in pay per download system with user who approve the Terms Of Service (TOS).

But there is other aspect of transaction in Pay Per Download (PPD) system which violates Islamic law that is the lack of freedom in providing conditions when doing contract. Users simply have to accept the terms of the PPD site without being able to give conditions to the site of PPD.

While *akad* that used in the PPD system is *ijarah*, where PPD site as *musta'jir* (those who employ others for sending upload a file and distributing it

and get visitor who download it) and the user as *mu'jir* (those who employ his services to upload a file and distribute through social media and blogs).

B. Suggestions

There are some suggestions as follow up this research finding:

- 1. As a Muslim, we should be cautious in all behavior, speech, or the work, so that it does not violate the rules of Syara', including in the online business. PPD (Pay Per Download) is a model of a new transaction, so that models such transactions still have much to study in more detail, because in a transaction using the internet, it is probably a lot of cheating both by users and PPD site that does not pay thus harming each other.
- 2. From a variety of books and articles that researcher read about Pay Per Download many PPD Network that does not pay so the researcher suggest to more careful in choosing the PPD site that actually reward to the user.

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Appendix

1. TusFiles Terms of Use⁹⁸

TusFiles.net Terms and Conditions ("Agreement") describe the rules and principles of the services provided to you ("Client" or "You") by TusFiles.net ("we", "us" or "our company"). By registering at TusFiles.net, by using its services or by checking the box 'I agree to the terms of use and privacy policy', the Client confirms that he has read the Agreement, totally understands it and agrees to be bound by the terms within the Agreement. If you do not fully and completely agree to these terms of use, you may not use the TusFiles.net services.

Who is eligible for TusFiles.net Services

Our services are available only to individuals and business entities in good legal standing that can form legally binding contracts under applicable law. Customers agreeing to the Agreement must be over eighteen years old and warrant they are not competitors of TusFiles.net. Anyone, either individuals or business entities, not in compliance with the Agreement may be banned from TusFiles.net without prior notice.

Ownership of TusFiles.net site content

You acknowledge that intellectual property rights for all materials (except those

⁹⁸ <u>http://tusfiles.net/tos.html</u>

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uploaded by the service users) provided on TusFiles.net, including but not limited to information, documents, products, logos, graphics, sounds, software and services, are owned by TusFiles.net and/or by their respective third party authors, developers and vendors. Elements of the TusFiles.net site are protected by law and may not be copied or imitated in whole or in part. TusFiles.net, the TusFiles.net logo and other TusFiles.net products referenced herein are trademarks of TusFiles.net, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols may be the trademarks of their respective owners.

Client Information

The Client hereby states that s/he will provide accurate and complete information during the registration at TusFiles.net. The Client agrees to update the information if necessary and keep it full and accurate as required. In case the Client provides inaccurate, untruthful and incomplete information, TusFiles.net reserves the right to suspend or terminate the Client's account and the Agreement.

Account and Data Security

The Client may designate trusted persons to act as its agents to use the TusFiles.net service making sure that each designated person has the legal capacity to enter into binding contracts for the Client. In this case the Client is responsible for all actions processed by its designated agents.

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The Client is responsible for maintaining the confidentiality of the Client's access information and is responsible for all activities that occur utilizing this information. The Client also states that s/he will immediately notify TusFiles.net company if the Client notices any suspicious activity under his/her account, including but not limited to unauthorized orders placed or any unauthorized use of the TusFiles.net services.

The Client is solely and fully responsible for any content/information uploaded to the TusFiles.net servers. The Client takes full responsibility for archiving data, TusFiles.net is not responsible for the loss of the data.

Sharing Data

The Client states that s/he totally understands that the uploaded content becomes available to anyone once the Client shares the links for the content. When the Client places links to his/her files online, these files can be used by anyone who finds these links. If You do not want Your files to be available for public, simply do not share the file links with anyone. Once shared, You agree that TusFiles.net is not responsible for any unwanted actions done with Your files.

If your copyrighted or trademarked works are on the TusFiles.net website without your permission, follow the procedure within our DMCA policy.

Important Prohibitions

The Client agrees to store the data in compliance with the law. The Client agrees not to use TusFiles.net for the following activities:

- Downloading, placing, emailing, sharing or any other way of publishing information that advocates terrorist propaganda, violence or displays death. In cases when We consider such information to be extremely serious, it will be reported to authorities and/or to ISP members.
- 2. Causing harm to minors using any methods whatsoever including but not limited to child pornography. In cases when We consider such information to be extremely serious, it will be reported to authorities and/or to ISP members.
- 3. Uploading, placing, emailing, sharing or other way of publishing information that does not comply with patent, copyright or trademark laws, discloses trade secrets or interferes with any other property rights.
- 4. Uploading ANY adult content. Uploading any of adult files will get your account closed.

The Client is solely responsible for the content uploaded and stored on TusFiles.net servers. The Client understands and agrees that TusFiles.net reserves the right to delete, move, archive (including account information) or edit any content that violates

the Agreement or any law, or is otherwise unacceptable. In this case TusFiles.net reserves the right to terminate the Client's access to the site, without prior notice and at its sole discretion. What is more, in cases of infringement of the Agreement by the Client TusFiles.net will actively participate in helping legal authorities and the government with gathering and providing the information on the Client, the Client's website, illegal or obscene information maintenance and individuals capable of acquiring access or using the illegal or obscene content.

Please also note that any attempts to violate TusFiles.net systems or to interrupt TusFiles.net services are strictly prohibited, and may result in criminal and civil liability.

Order Activation & Warranty

Your subscription is instantly activated after the first payment is processed. If you are not satisfied with the Services, you may request a refund within 15 days after your subscription was activated.

The Services are provided "as-is", at your own risk, without warranty of any kind. We will have no responsibility for any harm that results from your access to or use of the Services, for example loss or corruption of files.

Cancellation of Service

You can stop using the Services at any time. We reserve the right to cancel the Services at any time, with or without reason. This includes, but is not limited to, failure to comply with these Terms, a court order and endangerment of other users or the Services.

Pricing Terms

You may cancel a subscription at any time. Your account will remain active for the remainder of the term for which You have previously paid after which it will revert to a standard free TusFiles.net account.

The Client agrees that TusFiles.net may, without compensation, cancel the Client's subscription in the event of nonpayment or dispute of payment or violation of any terms or conditions of this Agreement.

TusFiles.net lists a range of authorized resellers who can sell premium TusFiles.net premium accounts. The Client agrees that obtaining a premium account from one of the authorized resellers still bounds him/her to the Agreement. The purchase transaction itself is a contractual relationship solely between the reseller company and the Client. TusFiles.net is not responsible for its authorized resellers' billing questions, so the Client should submit any issues about such transactions directly to the reseller.

Disclaimer of Warranties

The Client acknowledges that TusFiles.net service is provided on an "as is" and "as available" basis. TusFiles.net and its representatives do not guarantee accuracy, safety and completeness as well as timely provision of services, software and information. We make no warranty that the TusFiles.net services will meet your requirements or will be uninterrupted, timely, secure or error-free. We make no warranty regarding the reliability or accuracy of the information obtained from the TusFiles.net service, and do not guarantee that the quality of any products, services, information or other material obtained from the service will meet your expectations.

Any material downloaded or otherwise obtained through the use of the TusFiles.net service is done at Your own discretion and risk, and You will be solely responsible for any damage or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by You from the TusFiles.net service shall create any warranty not expressly stated in the given Agreement.

Indemnity

You agree to compensate the damages, including reasonably necessary legal services' fees, and not to hold TusFiles.net and its affiliates and branches, management, employees and agents responsible for any claims and requirements based on Your use

of the TusFiles.net services; or infringement of the present Agreement by You or other policies, decisions and conditions by TusFiles.net.

Limitations of Liability

You use TusFiles.net at your sole risk. If You are by any reason not satisfied with any of the aspects of the service/site or the given Agreement, You are free to terminate the Agreement and stop using the TusFiles.net services. In no event TusFiles.net is liable to You or any third party for damages of any kind, including but not limited to direct, indirect, special, incidental, exemplary or consequential damages (including but not limited to loss of use, data, goodwill, business or profits) arising in connection with this Agreement or from Your access to or use of, or liability to access or use, TusFiles.net site, content, files or services, or for any error in the site, content, files or services, whether such liability comes from any legal theory, whether or not TusFiles.net has been informed of the possibility of such damage, even if a remedy set forth herein is found to have failed of its essential purpose.

Please feel free to send your questions to TusFiles.net company on its legal Agreement via our contact page.

2. Privacy Policy of Tusfiles⁹⁹

TusFiles.net is a provider of online file storage service. Your use of the <u>www.tusfiles.net</u> site is governed by TusFiles Terms and Conditions and this Privacy Policy. The purpose of this Privacy Policy is to inform you about the service we provide, about the ways how the personal information you submit to us may be used, and how this information is protected on our website.

TusFiles.net ("us" or "we") respects the privacy of the visitors on its website. We may update this policy from time to time, so we ask you to check the policy regularly. We will notify you about significant changes by placing a prominent notice on this page and other places we find appropriate.

Your information during the registration

TusFiles.net stores an e-mail address you specify when you register with us, and your name if it is indicated in the user profile. TusFiles.net does not rent, sell, or share personal information about you with non-affiliated companies. Also, IP addresses are logged and used to identify our visitors as well as manage download limitations and user sessions.

⁹⁹ <u>http://www.tusfiles.net/privacy.html</u>

Your account password

Please note that it is your responsibility to keep the password confidential, so do not share it with anyone. If you use a public PC, make sure you log out prior to leaving TusFiles.net site. You are solely responsible for keeping your password inviolable.

Certain exceptional disclosures

We may disclose your information if necessary to protect our legal rights or if the information relates to actual or threatened harmful conduct or potential threats to the physical safety of any person. The disclosure of personal information may be required by court or law enforcement officials.

Your account at our service

When you upload a file to our server, we give you a unique URL to download the file. We do not share download URLs with anyone, however we will provide the file to any browser requesting the file by its unique URL address. We reserve a right to review your account content for violations of our Terms and Conditions. If we determine that your files violate the Terms and Conditions, we may ban your account and will attempt to contact you. We reserve the right to cancel your account and remove the files from our servers. We do not own your account content, and will access your files for troubleshooting only. All your files are allowed to be downloaded only according to the security settings you define. We guarantee safety

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of your files, for that purpose we make backups of all files.

Using cookies

TusFiles.net uses cookies in order to track and analyze preferences of our users and, as a result, improve our site. A cookie is an encrypted number, generated when you visit any site that supports sessions. This cookie is saved permanently on your computer. This data does not contain any secure information (just an encrypted string). Additionally, we set a cookie when you log in to make further logging into our system a little easier. No other website can access any information about you from the cookies we may store on your local computer. We do not share cookies or any other type of information with any other companies. You can always choose not to receive a cookie file by enabling your web browser to refuse cookies or to prompt you before accepting a cookie.

We also collect such information as your operating system, browser version and the size of your screen. We use these details for marketing purposes also. This information is collected in the form of the usual web server logs and cookies.

Third party cookies

In case of serving advertisements to this site, our third-party advertiser may place or

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recognize a unique cookie on your browser.

Access to your information

You have the right to access, upload and download your files and access and correct your personal information at any time. You may also grant access to your account files to other users through sharing linklists or file download links.

If you want to change any personal information provided to us, feel free to contact our support team at Array.

How we protect your information

Any information collected and processed within TusFiles.net is treated with the utmost confidentiality. TusFiles.net will not sell or rent out any personal information gathered from clients. We will make no public release of any personal information that is collected through our proprietary file sharing tool. All client-specific information gathered through us will be the property of the user. To prevent unauthorized access or disclosure, to maintain data accuracy and to ensure the appropriate use of information, we have put into place physical, electronic and managerial procedures to safeguard the information that we collect online. We encrypt the information you submit to TusFiles.net with EssentialSSL 256-bit SSL certificate.

Credit card security

All purchases on <u>TusFiles.net</u> are handled by third party card processing company. <u>TusFiles.net</u> does not arrange and/or save numbers or any information from your credit cards.

External links

If any part of the TusFiles.net website links you to other websites, those websites do not operate under this Privacy Policy. We recommend you examine the privacy statements posted on those other websites to understand their procedures for collecting, using and disclosing personal information.

Contact information

Should you have any questions or concerns regarding this Privacy Policy, please <u>contact us</u>.

3. SHARECASH TERMS OF SERVICE

LAST UPDATED ON 2013-08-15 (YYYY-MM-DD)¹⁰⁰

ShareCash.org ("Website") is a pay-per-download website, which is owned and operated by ShareCash LLC ("We" or "Company"), a limited liability company registered and organized under the applicable laws in the State of New York, United States of America ("U.S.A."). By registering for or using ShareCash services, User agrees to be bound by the following terms and conditions. You should carefully read the following Terms of Service Agreement before using the sharecash.org website ("Site") and our services ("Services"). This is a legally binding agreement. By using the Site or any Services provided in connection with the Site, you agree to abide by these Terms of Use, as they may be amended by SHARECASH LLC from time to time in its sole discretion and without specific notice to you. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement.

1. THE RIGHT TO USE SHARECASH SERVICES.

Our Services are available only to individuals and business entities (including but not limited to sole proprietorships) in good legal standing that can form legally binding contracts under applicable law. User hereby represents and warrants that it is duly licensed to do business and is in good legal standing in the jurisdictions in which it does business (during the term of this Agreement) that it is not a business rival of ShareCash, and that the person accepting this this Agreement for user is at least eighteen years of age and otherwise capable of and authorized to enter binding contracts for user.

2. SHARECASH SERVICES.

Subject to the terms and conditions of this Agreement, ShareCash makes certain Services available to the User. For the purposes of this Agreement: (a) "user" (or "you") means the individual or business entity that is using or registering to use the Services, including its employees and agents; (b) ShareCash "Services" means those electronic or interactive services offered by ShareCash. ShareCash reserves the right to modify, suspend or discontinue, temporarily or permanently any of the Services at any time, in its own sole discretion.

¹⁰⁰ <u>http://sharecash.org/tos.php</u> accessed on 1st June 2016

3. MATERIALS AND TRADEMARKS

You acknowledge that all materials (except those uploaded by users) provided on this Web site, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and services (collectively "Materials"), are provided either by ShareCash or by their respective third party authors, developers and vendors (collectively "Third Party Providers") and the underlying intellectual property rights are owned by ShareCash and/or its Third Party Providers. Elements of the Web site are protected by trade dress and other laws and may not be copied or imitated in whole or in part. ShareCash, the ShareCash logo and other ShareCash products referenced herein are trademarks of ShareCash, and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols may be the trademarks of their respective owners.

4. USER INFORMATION.

Upon registration User agrees that has not previously registered an account with our Services and that email address and personal information are valid. User represents and warrants that the information it provides in ShareCash contact information forms is true, accurate, current and complete. User agrees to maintain and update this information to ensure that it is true, accurate, current, complete, and to provide proof of identification upon request. If, at any time, any information provided by User is untrue, inaccurate, not current or incomplete, ShareCash will have the right to suspend or terminate User's account and present Agreement.

5. USER ACCOUNT.

- Update & Delete Account Information: To update your personal information or delete your account contact: support@sharecash.org. Deleted accounts are subject to our Privacy Policy. Your personal information will securely remain stored on our servers and can not be erased or accessed by a third party and are subject to the terms and conditions contained herein.
- Authorized Users: User may designate persons to act as its agents to use the Services, provided that each designated person has the legal capacity to enter into binding contracts for User. Furthermore, User represents and warrants that each person who registers under User's account is an authorized agent of User (an "Authorized User") who has such legal capacity.
- **Responsibility for Access:** User is the unique legal owner for the data of the account (the login, password and all attendant data). User is solely responsible and liable for any and all access to and use of the Services (including all activities and transactions) by any Authorized User and/or User ID registered under User's account. It is User's responsibility, through its systems
administrator Authorized User, to set the appropriate access for each of User's Authorized Users.

- **Responsibility for User IDs and Passwords:** User is solely responsible for maintaining the confidentiality of User access information, i.e. account ID's and passwords of its Authorized Users, and are responsible for all activities and transactions that occur under your account. ShareCash does not take any responsibility for monetary losses incurred by a breach in User's account by a third party.
- Notification of Unauthorized Use: User will immediately notify ShareCash if User notices any activity indicating that User's account or data is being used without authorization, including, User becomes aware of any unauthorized use of any product or service related to its account.

6. USER DATA.

- User has sole responsibility and liability for the data you store on ShareCash's servers. User controls its data through its generated link. ShareCash encourages User to archive its data regularly and frequently; User bears full responsibility for archiving its data and sole liability for any lost or irrecoverable data. User agrees to maintain its data in compliance with its legal obligations. ShareCash will delete User data upon termination of this Agreement. However, ShareCash may retain User data in its archives after deletion and will not be liable to User in any way for such retained data.
- We may communicate with users from time to time via email to send information about important changes to our products and services, and to send notices and other disclosures required by law. By providing your email address, you agree to these communications, but they will be primarily informational in nature rather than promotional and will be strictly limited in number. We follow a strict no-spam policy.
- Sharecash will provide access to the Services and User's data to an agent of User ("Authorized Agent") who provides ShareCash with a notarized letter signed by an officer of User which letter shall include statements of authenticity, authority, and liability as required by ShareCash in its sole discretion. User expressly and irrevocably agrees that ShareCash may rely on such a letter and on the apparent authority of the person requesting access to the Services or to User's account. In no event will ShareCash be liable to User or any third party for ShareCash's reliance on such letter or such apparent authority.

7. GENERAL PROHIBITIONS.

Users will be permanently banned and earnings revoked if:

- Involve in commercial activities and/or sales, such as contests, sweepstakes, advertising, or pyramid schemes.
- Advertise or claim that downloading any file hosted through our services is free
- Upload any form of child exploitation/pornography
- Upload any materials that are in any way sexually explicit
- Upload any materials that pertain to and/or promote pornography
- Promote any type of file on pages that contain sexually explicit, copyrighted, or otherwise illegal content
- Upload adult files, nudity, semi-nudity, suggestive images/videos, sexual filenames or anything remotely adult-related.
- Download your own files continuously, download another's file, offer cash incentives to downloaders, coax others into continuously downloading your own file, obtain downloads in an illicit manner such as, but not limited to, an automated bot, or register more than one account.
- Abuse our services to coerce users into registering on other websites.
- Exchange download links with other affiliates, download other affiliate's files in order to receive downloads, or offer a form of points to the downloader for a download.
- Promote your download links or files either directly or indirectly in a manner which violates the terms of another site or company.
- Use any method or program to trick users into sharing or liking pages that lead to your download links on any social network.
- Make visitors download files over 3 times to access one piece of content. In other words, you cannot split files into more than 3 parts.
- Instruct or encourage any download to use a method to bypass our surveys or enter fake information.
- Download own files, with or without a Proxy.
- Upload files that are fake or counterfeit.
- Creating multiple accounts for one user. If we find such accounts they will be deleted and earnings revoked.
- Send unsolicited email, junk mail, spam, chain letters, or promotions or advertisements for products or services.
- Harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Service.
- Impersonate or misrepresent your affiliation with any person or entity.
- Block, hide, tamper with, or spoof the referring URL of traffic to download pages.
- Put any part of our download pages inside of an HTML frame, frameset, or iframe.

- Repeatedly download your own files, or have a high percentage of downloads that come from from the same IP, browser, or PC, with or without a proxy.
- Upload or transmit any User file: 1) that you do not have the lawful right to copy, transmit, distribute, and display (including any User files that would violate any confidentiality or fiduciary obligations that you might have with respect to the User files), 2) for which you do not have the consent or permission of each identifiable person in the User files to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User files), 3) that infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity), 4) that is false or misleading, 5) that is defamatory, 6) that is obscene, pornographic, or offensive and 7) that promotes bigotry, racism, hatred, or harm against any individual or group and 8) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability.

8. ACCEPTABLE USE

You agree to NOT use ShareCash's Service to:

- Upload, post, e-mail, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death images, if appropriate, the content will be reported to the appropriate legal authority and/or the member's ISP will be contacted;
- Harm minors in any way, this includes any form of child pornography; if appropriate, the content will be reported to the relevant legal authority and/or the member's ISP will be contacted;
- Upload, post, e-mail, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. On this matter, please refer to ShareCash's DMCA Policy, which is herein incorporated by reference.

8.1 ILLEGAL ACTIONS/CONTENT.

ShareCash neither sanctions nor permits site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity, including but not limited to, gambling, the offering for sale of illegal weapons, and the promotion or publication of any material that may violate hate crimes legislation.

In the case of the non-observance of the present requirements, ShareCash reserves the right to immediately suspend or terminate any account or transmission that violates this policy, without prior notice.

User will not commit or permit wrongful or damaging acts which justify civil action including, but not limited to, posting of defamatory, scandalous, or private

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information about a person without their consent or intentionally inflicting emotional distress.

Further, should User violate this policy, ShareCash will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about User, User's site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

Illegal actions also include intrusions or attempts of intrusion into the information system of ShareCash.org, or attempts to affect the ability of Sharecash.org to render Services.

These are (but not limited to the following actions):

- Unauthorized access to or use of ShareCash Services, including any attempt to probe, scan or test the vulnerability of a system or to breach security or authentication measures without express authorization of ShareCash b) Interference with Service to any User or network including, without limitation, flooding, or deliberate attempts to overload a system and broadcast attacks c) Use of any device, software, or routine to interfere or attempt to interfere with the proper working of the Services d) Any action that imposes an unreasonable or disproportionately large load on ShareCash's infrastructure
- Customer shall not decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of the "software tools" (including the tools, methods, processes, and infrastructure) underlying the Services or any other software on the ShareCash Web site.
- There are many other actions that can affect negatively the infrastructure of ShareCash.org, which are strictly prohibited and are the subject of criminal and civil liability.

8.2 CHILD EXPLOITATION

ShareCash will cooperate fully with any criminal investigation into a User's violation of any act of law concerning child exploitation, including child pornography. ShareCash will involve and cooperate with law enforcement if a criminal violation is suspected. This may result in disclosing all information available to ShareCash including but not limited to information contained in User's profiles, folders, transmissions, communications or any other information ShareCash will also be permanently removed from our service.

In case of using ShareCash Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all neccessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

Complaints of the persons, breaking our Rules, are accepted by way of posting via the <u>abuse form</u> Each complaint will be considered, and depending on the results, can lead to the deletion of the User's account without preliminary prevention.

8.3 COPYRIGHT OR TRADEMARK INFRINGEMENT

ShareCash Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation, including export control laws, is prohibited. This includes, without limitation, material protected by patent, copyright, trademark, service mark, trade secret or other intellectual property rights. If you use another party's material, you must obtain prior authorization. By using the Services, you represent and warrant that you are the author and copyright owner and/or proper licensee with respect to any hosted content and you further represent and warrant that no content violates the trademark or rights of any third party. ShareCash reserves the right to suspend or terminate a User's transmission(s) that, in ShareCash's discretion, violates these policies or violates any law or regulation.

8.4 DMCA COMPLIANCE

Although ShareaCash is a United States registered entity, and does assent to, and submit to jurisdiction in the United States, ShareCash seeks to protect and enforce the rights of copyright holders around the world. Therefore, ShareCash seeks to comply with the Digital Millennium Copyright Act of the United States, 17 U.S.C. § 512 ("DMCA") and its take down provisions.

ShareCash, in its sole and absolute discretion, may take any reasonably necessary measures to terminate Users who infringe the intellectual property rights of others. ShareCash reserves the right to remove, delete, or deny access to materials, data, or files which ShareCash, in good faith, has determined to be infringing material.

If you believe that a user of the site has infringed your intellectual property rights, please notify ShareCash's Copyright Agent, and provide the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right.
- An identification of the intellectual property claimed to have been infringed.
- A detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law.

• A statement, made under penalty of perjury, by you that the above information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

8.5 SUBPOENAS

ShareCash may be required to disclose information to individuals asserting rights under the DMCA. You hereby authorize ShareCash to release information about you, and/or the materials, data or files uploaded through our site if required by law or subpoena without notice to you, and in accordance with our "Privacy Policy."

8.6 MISUSE OF SYSTEM RESOURCES

Customer shall not misuse system resources including, but not limited to, employing content which consume excessive CPU time or storage space; utilizing excessive bandwidth; or resale of access to content hosted on ShareCash servers.

8.7 OTHER ACTIVITIES

Whether lawful or unlawful, ShareCash reserves the right to determine what is harmful to its User, operations or reputation, including any activities that restrict or inhibit any other User from using and enjoying the Service or the Internet.

Please be aware ShareCash reserves the right to cancel any account that is in violation of any of the above policies and revoke User's earnings. If appropriate, ShareCash will refer complaints to law enforcement authorities, and in such case, ShareCash will actively assist law enforcement agencies with the investigation and prosecution of any such activities, including surrendering User account and data information.

Complaints about violators of our Policy should be sent via to our abuse department.(admin@sharecash.org) Each complaint will be investigated and may result to immediate cancellation of Services without prior notice.

9. NO WARRANTY

You expressly understand and agree that: a) your use of the Service is at your sole risk. ShareCash Services are provided on an "AS IS" and "AS AVAILABLE" basis. ShareCash and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including but not limited to warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights. ShareCash and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of our Services, software, or content b) ShareCash makes no warranty that (1) the Service will meet your requirements (2) the service will be uninterrupted, timely, secure, or error-free, (3) the results that may be obtained from the use of the service will be accurate or reliable, (4) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (5) any errors in the software will be

corrected c) any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material and d) no advice or information, whether oral or written, obtained by you from us or through or from the Service shall create any warranty not expressly stated in these terms and conditions.

10. INDEMNITY

You agree to defend, indemnify, and hold harmless ShareCash, its affiliates, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal fees, alleging or resulting from your use the Service, or your breach of this Agreement or other ShareCash policies, terms and conditions.

11. LIMITATION OF LIABILITY

Your use of ShareCash is at your own risk. If you are dissatisfied with any aspect of our Service or with these terms & conditions, or any other rules or policies, your sole remedy is to discontinue use of the Service. You expressly understand and agree that ShareCash shall not be liable for any direct, indirect, incidental, special, consequential exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (1) the use or the inability to use the Service (2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (3) unauthorized access to or alteration of your transmissions or data; (4) statements or conduct of any third party on the service or (5) any other matter relating to the Service. Furthermore, you accept full liability for your actions while using ShareCash's services, and agree that ShareCash is not liable for any damages or legal implications caused by your use or abuse of our services.

12. MODIFICATIONS TO AGREEMENTS, RULES FOR EXTENSION OF SERVICES

We reserve the right to change this Service Agreement at any time without notice. We also reserve the right at any time to modify or discontinue the Service, temporarily or permanently, with or without notice to you. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service. You acknowledge that we may establish general practices and limits concerning use of the Service, including the maximum disk space that will be allotted on ShareCash's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. In addition, you recognize that ShareCash has the right, without preliminary prevention, to change tariffs for the utilization of Services. Modification of tariffs for the utilization of Services will take effect after the termination of the validity of an existing subscription of the Client.

13. TERMINATION

ShareCash has the immediate right to issue a warning, suspend, lock out access and operation of Services for User either temporarily or indefinitely, terminate User's account, refuse to provide extension of Services to User and revoke all earnings if: a) ShareCash is justified to believe that the Client has broken or has not executed any aspect of the present Agreement or other contracts or instructions of ShareCash b) ShareCash is unable to verify or authenticate any information User provides to ShareCash and c) ShareCash believes that User's actions may cause legal liability for User, ShareCash's other Users, or ShareCash.

Also, ShareCash may in its sole discretion and at any time discontinue providing Services or any part thereof, as well as may terminate any User agreement with or without notice for any reason or no reason at all. Notice of termination will be provided via email and effective on the date set within the email. All legitimate earnings, as determined by ShareCash, will be paid during the next compensation period. You agree that any termination of your access to the Service under any provision of these terms and conditions may be effected without prior notice, and acknowledge and agree that ShareCash may immediately deactivate, archive or delete your account and all related information and data and/or any further access to such data or the Service. Further, you agree that ShareCash shall not be liable to you or any third-party for any termination of your access to Services.

Upon termination of this Agreement by either User or ShareCash, all of Customer rights under this Agreement, and ShareCash's provision of Services, will terminate immediately.

The Sections 6 ("Customer Data"), 9 ("No Warranty"), 10 ("Indemnity"), 11 ("Limitation Of Liability") and this Section 13 will survive any termination of this Agreement.

After the cancellation of the present Agreement by the Client or ShareCash, all privileges of the User stipulated in the Agreement, and obligations of ShareCash extension of Services, are immediately cancelled.

Incapacity of ShareCash to undertake actions concerning violations performed by theClient or other persons, does not deprive the right of ShareCash to take measures concerning subsequent or similar violation.

14. CONTROLLING LAW AND JURISDICTION

These terms and conditions will be governed by and construed in accordance with the laws of the State of New York, excluding that body of law governing conflict of laws. Any legal action or proceeding relating to or arising out of these Terms or your use of the Web site will be brought in a federal or state court in Queens County, New York, and you submit to the venue and personal jurisdiction of such court. If any provision of these Terms is held to be invalid or unenforceable, such provision will be enforced to the greatest extent possible and the remaining provisions will remain in full force and effect. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. ShareCash's failure to act with respect to a breach by User or others does not waive ShareCash's right to act with respect to subsequent or similar breaches. No action by Customer arising under this Agreement may be brought at any time more

15. RELATIONSHIP

User and ShareCash are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

than twelve (12) months after the facts occurred upon which the cause of action arose.

All earnings generated by User via ShareCash LLC are taxed at User's country. No deductions for taxes of any kind shall be made from any payments paid to User. Payment of all applicable taxes shall be User's sole responsibility.

16. SPAMMING

ShareCash does not endorse spamming our download links in order to generate downloads and revenue. We take no responsibility for any damages caused by our users while spamming files and pages hosted on our server. Every user must comply with the spam laws of their area of residence (For example, in the United States, their state laws and the federal laws).

17. MISCELLANEOUS.

User may not assign any of its rights, or delegate any of its duties, under this Agreement, and any attempted assignment will be null and void.

Operation of our Services may be interfered with by numerous factors outside of our control and we shall not be liable to you for any delay or failure in performance under this Agreement resulting directly or indirectly from causes beyond ShareCash's control.

If any provision of this Agreement is held to be invalid or unenforceable, that clause should be bypassed, with the least damage of interests of the parties, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Accepting this agreement, you represent and warrant to ShareCash Company that you are not a competitor of ShareCash and you undertake to not use the information received through the utilization of the website of ShareCash and Services of ShareCash to compete with ShareCash in its business. Except for other agreements or terms appearing on the Web site, this Agreement set forth the entire understanding and agreement between us with respect to the subject matter hereof.

ShareCash.org does not support, encourage, or allow uploading files containing illegal content as well as other forms of transferring illegal or obscene materials and information that induce individuals to committing illegal action.

4. SHARECASH PRIVACY POLICY¹⁰¹

LAST UPDATED ON 2012-03-15 (YYYY-MM-DD)

This Privacy Policy is intended to inform you of ShareCash's policies and practices regarding the collection, safeguarding, use and disclosure of any Personal Information you submit to us through our website. ShareCash respects the privacy of the Users to its website. ShareCash recognizes that privacy of the Users personal information is important and never sells it to third parties. ShareCash has created this privacy statement in order to demonstrate its firm commitment to privacy. By visiting this website, you agree to be bound to the terms and conditions of this privacy policy. If you do not agree with the terms and conditions of this privacy policy, please do not use any services or products offered by ShareCash. We reserve the right to change this policy at any time and continued use of this website is considered your acceptance of the current privacy policy. If you do not agree to any changes in the privacy policy, please discontinue use of our site immediately.

1. INFORMATION THAT WE COLLECT AND WHAT WE DO WITH THE COLLECTED INFORMATION, INCLUDING DISCLOSURES TO THIRD PARTIES.

There are situations when using our Web site when we may need personal information from you. By "personal information" we mean information that is uniquely identified to you, such as your name, email address, IP address, password and user name.

Our web server is not able to read our User's domain or email information. In order to keep track of visitors and to identify our Users, ShareCash registers IP addresses. We also can use the IP address to verify the identity of perpetrators of illegal activity.

Our service collects email addresses belonging to senders and receivers with the sole purpose of registering users and keeping track of the number of people visiting. We do not rent, sell or disclose personal information to people who have no direct connection to ShareCash.

ShareCash might use information collected in connection with your participation in interactive activities, including account registration, for its own internal purposes, such as to respond to inquiries, to enforce the Terms of Use, or to defend itself in the event of litigation.

2. OTHER DISCLOSURES TO THIRD PARTIES - SUBPOENAS, COURT AND GOVERNMENT ORDERS, OUR ATTORNEYS.

Sharecash will not distribute or sell any of your personal information to third parties. However, by using this site's services, you assume the risk that a court or

¹⁰¹ http://sharecash.org/privacy.php

government agency may order ShareCash to disclose your submission and/or personally identifying information about you, or that a litigant, a court, a grand jury, or government agency may subpoen that information.

We may disclose your information if necessary to protect our legal rights or if the information relates to actual or threatened harmful conduct or potential threats to the physical safety of any person. We may disclose the identities of our users if we are legally required to do so. If a governmental agency (for example, law enforcement agencies, US Attorneys' offices or similar governmental agencies) sends us a subpoena, we will comply with it.

ShareCash may need to consult its own attorneys. In doing so, ShareCash may disclose personal information to its attorneys.

We cannot advise you regarding the law or an appropriate response to a subpoena. Should you wish to oppose a subpoena or other legal process, you should seek legal advice concerning applicable rights and procedures that might be available.

3. SECURITY

The ShareCash Web site has security measures in place to protect the loss, misuse and alteration of the information under our control. We back up the data on a daily basis, and have password protected access levels which insure legitimate site administration.

The ShareCash Web site contains links to other Web sites. ShareCash is not responsible for the security practices of the Web sites that are linked from our site. We highly recommend that visitors check the privacy statements at these linked sites.

4. COOKIES.

ShareCash uses cookies for various reasons in regards to traffic and members of its programs. A cookie is a small piece of textual data stored on an individual's computer which is sent from a server to an internet browser. ShareCash uses cookies to save User's settings, track User's clicks on an ad, and subsequent successful completion and crediting of leads to the correct destination of anyone having an affiliate account at ShareCash. Cookies may also be used for statistical analysis purposes by ShareCash. You can always choose not to receive a cookie file by enabling your web browser to refuse cookies or to prompt you before accepting a cookie.

5. THIRD PARTY COOKIES

In the course of serving advertisements to this site, our third-party advertiser may place or recognize a unique "cookie" on your browser. You can choose to disable or selectively turn off our cookies or third-party cookies in your browser settings, or by managing preferences in programs such as Norton Internet Security. However, this can affect how you are able to interact with our site as well as other websites. This could include the inability to login to services or programs, such as logging into forums or accounts. Deleting cookies does not mean you are permanently opted out of any advertising program. Unless you have settings that disallow cookies, the next time you visit a site running the advertisements, a new cookie will be added.

6. FILE TRANSFER SAFETY.

We accept all the possible security measures on our servers in order to prevent the loss of data, inaccurate use of information, as well as file damage. Files saved for transferring are available for viewing only to ShareCash representatives or via the link that is given to the User who uploaded the file. Files saved on our server are deleted automatically after a certain period of time.

7. ADVERTISING THROUGH INTERMEDIARIES.

Ads on our website are presented by advertising intermediaries. These companies are free to use information concerning your visiting our website and other web pages (excluding your personal info, such as name, address, email address and phone number) with the purpose of advertising products and services that would interest you most as a perspective customer.

8. CREDIT CARD SECURITY

All purchases on sharecash.org are handled by a third party payment systems: PayPal.com, Alertpay.com. ShareCash does not arrange and/or save numbers or any information from your credit cards.

9. INTERNATIONAL INDIVIDUALS

Anyone using ShareCash and its related services outside of the United States of America acknowledges that personal information will be collected, stored, and used by ShareCash in the United States. As such, you agree to the transfer and storage of information in the United States.

10. MINORS

ShareCash is not interested in accepting information from individuals under the age of 18. We will never knowingly solicit nor accept personally identifiable information from users who are confirmed/known to be under the age of thirteen (13).

11. EXTERNAL LINKS

If any part of the ShareCash website links you to other websites, those websites do not operate under this Privacy Policy. We recommend you examine the privacy statements posted on those other websites to understand their procedures for collecting, using and disclosing personal information.

12. MODIFY YOUR INFORMATION

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The ShareCash site provides Users with the opportunity to change or modify information previously provided. If you would like to change or modify your information, please visit your 'My Account' page.

13. POLICY CHANGES

We reserve the right to modify this privacy policy at any time without prior **notice**. You are responsible for regularly reviewing these terms and conditions.

14. ADDITIONAL INFORMATION

If you have any questions about our Privacy Policies, please contact us.



5. DMCA POLICY

DIGITAL MILLENNIUM COPYRIGHT ACT¹⁰²

ShareCash respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <u>http://www.copyright.gov/legislation/dmca.pdf</u>, ShareCash will respond expeditiously to claims of copyright infringement committed using the ShareCash service that are reported to the ShareCash Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the ShareCash services (the "Services") by completing the following DMCA Notice of Alleged Infringement and delivering it to the ShareCash Designated Copyright Agent. Upon receipt of Notice as described below, ShareCash will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged use from the Services and/or termination of the ShareCash user's account.

DMCA NOTICE OF ALLEGED INFRINGEMENT ("NOTICE")

- Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the relevant website where such material may be found.
- Provide your mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.

¹⁰²http://sharecash.org/dmca.php

Deliver this Notice, with all items completed, to ShareCash's Designated Copyright Agent: Copyright Agent

support@sharecash.org

CURICULUM VITAE



: Muhammad Haris Anwar : 12220067
: Tulungagung, 13 Januari 1989
: Syariah
: Sharia Business Law
: Jalan Ki Hajar Dewantoro No. 3
Dusun Ngebrugan Desa Srikaton
Kabupaten Tulungagung
: Jl. Joyosuko RT 01 RW 12
Kecamatan Lowokwaru Kota Malang

Parent's Name

Father	: Anwaruddin			
Mother	: Winarsih			
Phone	: +6285749627390			
E-mail	: <u>hurrys85@gmail.com</u>			
A. Educational Background				

Formal	RA PSM Pucung nLor	1994-1995		
	MIN Pucung Lor	1995-2001		
	MTsN Kunir Blitar	2001-2004		
	MAN 1 Tulungagung	2004-2007		
	KMI Gontor	2007-2011		
	ISID Gontor	2011-2012		
Informal	Ma'had Sunan Ampel Al-Aly (MSAA) UIN Malang	2012-2013		
	Royal English	2016		

B. The Experience of Organization Leadership

No.	Organization	Occupation	Period
1	Gabungan Anak Teater MAN 1 Tulungagung (GATMAN)	Chief	2006
2	Language Couses Department	Secretary	201 0- 2011
3	Lembaga Kajian, Penelitian, dan Pengembangan Mahasiswa (LKP2M)	Resources Development Devision	2015
4	Persatuan Mahasiswa Alumni Darussalam (PERMADA)	Member	2012- 2016
5	Koperasi Mahasiswa (KOPMA) Padang Bulan	Member	2012- 2015
6	International Class Program of Sharia Faculty	Language Devision	2014- 2015

No	Agenda Committee	Position	Period
1	Karantina Menulis, Layout dan Poling	Chief	2015
	(KATELAPO)		
2	LUSTRUM	Public Study Section	2014
3	PRA (Program Recuitment Anggota) XVI	Secretarial Section	2014
	LKP2M		
4	Magang PRA (Program Recuitment Anggota)	Member	2014
	XVI		
5	Diklat Dasar Koperasi (DIKSARKOP)	Secretary	2014
6	JAMBORE KOPERASI NASIONAL	Consumption	2013
	A ST MALLE	Devision	
7	Visiting Student Program to Universiti Utara	Relation Devision	2015
	Malaysia		

C. The Experience of Agenda Committee

