

Research Article

Understanding the Underlying Islamic Contract of E-Money: The Case of Go-Pay

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ORCIDFauzul Hanif Noor Athief: <https://orcid.org/0000-0002-4784-904X>**Abstract.**

The rapid development of technology creates a lack of clarity in the Islamic compliance of any new product, including the Go-pay system that serves as a means of payment transactions within Gojek. While researchers already tried to scrutinize Go-Pay under the light of Islamic boundaries, the inconclusive results bring another confusion. This research aims to collect all scholar opinions regarding Go-Pay, and categorize and analyze all the possible underlying Islamic law contracts of Go-Pay. This research is library research, using articles as the data that are extracted from Google Scholar to be analyzed. The results of this study show that the majority of 16 researchers say that Go-Pay payments are more by the Qardh contract. Five researchers found that it is more in line with the Wadi'ah contract, while five others said that it is in line with the Ijarah contract, and one researcher found that the Sharf contract is more appropriate.

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1. Introduction

Islamic economics has attracted the attention of economist around the world. Islamic economics is a system originated from the teaching guided by Prophet Muhammad. The development of Islamic economics in the modern day was started in 1970s when it was a mere discussion in the conference rooms. The thought of having Islamic banks then realized years after with the establishment of Dubai Islamic Bank [1]. Islamic economics gained rapid development afterward until it currently widespread in every continent and various countries. Prohibition of usury is one of the main aspect that differentiate Islamic economics and Islamic banks from its counterpart [2].

In Indonesia, the idea of practicing Islamic economic system began in the 1980s. It started with discussions on Islamic banks topic as the pillars of the Islamic economy. In 1991, Bank Muamalat was established as the first Islamic bank [3]. It was a manifestation of the ideas of the Indonesian Ulema Council (MUI), government, Muslim entrepreneurs

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at that time and the Association of Indonesian Muslim Intellectuals (ICMI). In early 1997, Indonesia experienced an economic crisis which had a major impact on the existence of financial institutions so that it chose the path of liquidation at several banks. From this crisis Islamic banks showed their strength with rapid development. Exactly a year later in 1998, Indonesia experienced progress in the Islamic economic movement and the Islamic banking system.

The rapid development of the Islamic economy in Indonesia has an impact on increasing public interest in community and economic activities. The rapid pace of technology has also affected the lifestyle of people [4]. Advances in technology provide convenience and prosperity for human life. In this digital era [5] and thus people should be smart in taking advantage of convenience in their economic activities. Along with the times, online-based service businesses are currently widely used in order to fulfill people's needs.

The usage of online transportation service business can also be found easily in this era. This service comes from online motorcycle taxi transportation initiated by Indonesian called Gojek. This online taxi system already has more than 20 services that are quite solutive for the community. The development of Gojek continues to be carried out by innovating many other services to satisfy customers.

The development of the financial technology (fintech) business has also influenced the emergence of start-up companies engaged in digital finance. One of the digital financial products is electronic money (e-money). The proliferation of start-up businesses that also can be funded through crowdfunding [6] has made business actors compete in innovating their digital financial products. Gojek also competes in this field by having a service called Go-Pay as e-money to make customers feel more convenient when transacting in Gojek application services.

Apart from the benefits provided by the Gojek company to make it easier for its users, there is ambiguity in the Go-pay system as a means of payment transactions in Gojek from Islamic perspective. As a Muslim-majority country, it is imperative for every Muslim to be smarter in choosing products in their economic activities [7]. However, now we found that there is confusion among the public regarding the contracts contained in the Go-Pay system at Gojek as to whether Go-Pay comply the Islamic requirements in transaction. Of course, the permissibility cannot be determined through the use of *'urf* concept alone [8].

While this confusion had already answered by many researchers, all those answers lead to another ambiguity. That is because there are different opinion among scholars regarding the islamicity of Go-Pay and what contract underlying the transactions. This

research will compile all the previous literatures and elaborate it systematically to provide broader picture on the possible Islamic contracts used during the transaction using Go-Pay.

As mentioned earlier that there are a lot of researches that has been conducted in scrutinizing the underlying contract of Go-Pay. For example, a research by Razi [9] shows that the payment system using Go-Pay has benefits in the form of price discounts for Gojek service users. Analyzing Takyif from Ibnu Abidin, this payment activity is similar to someone who leaves some money in a shop, and when he needs goods at any time he can take it from the shop. Because the practice of this payment is described as a debt that brings benefits in the form of discount, it is considered as usury (*riba*). So it can be seen from the Qardh contract that this payment system is not in accordance with Islamic law.

Another research was conducted by Susilo [10] who found that Qardh contract as a debt contract is not suitable in Go-Pay because in this payment Gojek provides discounts for customers who use it in Islamic law is considered usury. This payment practice is more suitable to be called a deposit (*wadi'ah*) because one of the characteristics of a *wadi'ah* contract is that goods can be taken for safekeeping at any time and do not have to mention the period for safekeeping. This result is also in line with the finding by Aji [11] who asserted that *wadi'ah* is the most suitable contract for Go-Pay.

Next is the research by Komarudin [12] who found that the contract in Go-pay is an *Ijarah* contract that has been expedited. In terms of Islamic law, the *Ijarah* contract in the payment of Go-pay is permissible because it is a lease for benefits. Payment by Go-pay is referred to as a deposit, namely wages paid in advance. The consumer does not deal with the Bank but with e-money in Gojek so that there is no interest as usury in the payment, because it is included in the *Ijarah Dzimmah* contract, so the discount as a gift is permissible according to the *syara'* and is the right of the party who rents out the service.

The previous research is similar to Sya'bandi and Erawati and Apriliana [13, 14] who asserted that according to Islamic economic law, the system for paying fees for services on Gojek online motorbike taxis with Go-pay is allowed. In accordance with the *Ijarah Dzimmah* contract, Go-pay aims to make it easy for its users to transact at Gojek with a leasing agreement. giving discounts is permissible as a right that rents out services as an *athaya* that is permissible by *syara'* and does not harm both parties.

Another research was conducted by Indra and Rofiqoh [15] who categorized two contracts that are compatible with Go-pay. *Wadi'ah*, the nominal amount of the electronic money balance is entrusted which can be used by the customer at any time. The

deposited electronic money balance may not be used by the recipient of the deposit except with the permission of the deposit holder. If the balance of the depositor's electronic money is used by the depositor with the permission of the depositor, the contract turns into a loan contract. The responsibilities of the Qardh contract are the same as the recipient of the deposit.

The difference between this research and the studies above is that the above studies compare contracts that are in line with the Go-Pay system and look for contracts that are compatible with the Go-Pay system. Meanwhile, this research collects as many views as possible from researchers regarding what contracts are contained in the Go-Pay system at Gojek

2. Methods

This research is a library research, conducted by collecting data or sources from relevant previous studies to be used as a reference in this study. This study researchers used a comparative approach. While comparison can be made horizontally, vertically and diagonally [16], this research follows the general comparison by Hudson. According to Hudson, a comparative approach is an activity of comparing differences and similarities or more related to the nature or facts of the object being research material on the basis of a certain frame of mind. A comparative approach is a comparison of two or more cases studied. The goal is not to compare which ones are better and worse, but to enrich the references so that mistakes that people often ask are resolved [17]. As for this study, the researcher collected the opinions/perspectives of previous researchers regarding the contracts contained in the Go-Pay system at Gojek.

The data extraction was done from Google Scholar database. While Google Scholar is not considered as reputable indexing site, it has advantage of collecting a huge research including those which are kept within universities' repository [18]. The keywords used are "gopay", "akad", "Islam", "hukum". The data then delivered systematically according to the way proposed by Alam et al., [19].

3. Results and Discussion

The existence of Gojek provides many conveniences for the people of Indonesia. With Gojek, many people are spoiled in their daily activities. Gojek helps people to order motorcycle taxi services, food, and many others which can only be done online. Gojek as a super apps service with various services that can be ordered through the application

and provides convenience in transactions with a very easy payment process. With Go-Pay, customers can easily make payment transactions at Gojek. However, with the majority of Indonesia’s population being Muslim, there are many pros and cons to the payment method in Go-Pay. Studies on this topic are compiled and presented at Table 1.

TABLE 1: Articles Collected as the Data

No	Code of Article	Type of Article	Year of Publication	Underlying Contract	Source
1	AAS	Bachelor Thesis	2018	Qardh, and Wadiah	[10]
2	AJ	Bachelor Thesis	2019	Wadi’ah	[11]
3	AB	National Journal	2019	Qardh	[20]
4	DM	National Journal	2020	Wadi’ah	[21]
5	FR	Bachelor Thesis	2019	Qardh	[9]
6	FN	Bachelor Thesis	2019	Wadi’ah	[22]
7	HD	Bachelor Thesis	2020	Wadi’ah, and Qardh	[23]
8	IS	Bachelor Thesis	2018	Ijarah	[24]
9	ED	National Journal	2019	Ijarah	[14]
10	MJ	National Journal	2020	Qardh	[25]
11	KM	Bachelor Thesis	2019	Ijarah	[12]
12	NM	Bachelor Thesis	2019	Qardh	[26]
13	NN	National Journal	2019	Qardh	[27]
14	RQ	Bachelor Thesis	2019	Ijārah Mausūfah fī Dzimmah	[28]
15	SY	Bachelor Thesis	2019	Ijārah Mausūfah fī Dzimmah	[13]
16	HW	National Journal	2018	Sharf	[29]

3.1. Qardh

From the article that has been gathered, there are several researchers who state that the Go-Pay payment method is qardh, namely there are seven researchers with the initials AAS, FR, HD, MJ, NM, NN and AB. Of all the researchers said the Go-Pay payment was usury except the AB researcher. In the statement of the researchers, there is a similar point of view in viewing Qardh as a contract in the Go-Pay payment method. The contract used by Go-Pay is a lending and borrowing contract, where the user must first deposit money into a Go-Pay account to use when using Gojek services. The consequence of this contract can also be said to be debt, because when a user deposits money into a Go-Pay account, it will be included in the amount of PT. Indonesian GoJek. Gojek

must also guarantee that the user's electronic money that has been deposited will be returned in the same form to be used as payment when using Gojek services.

AAS, FR, and NN researchers see that qardh is a debt contract in the Go-Pay payment method. So that the balance that has been deposited into the Go-Pay account changes ownership or ownership rights to Gojek, but when the user wants to use his Go-Pay balance, the money is ready to be used or returned as before.

Meanwhile, AAS believes that the recipient is justified in using the money from the user's deposit to be used according to the wishes of the recipient of the loan (Gojek). users do not get a discount from the cash payment. If the user gets a discount from the payment transaction, which is what users usually get when using Go-Pay payments, then the law becomes unlawful because there is an element of usury in it. Users may not receive any benefits from Gojek from using Go-Pay.

It is said to be usury because the company provides discounts in the form of discounts or promos as a marketing strategy from the company in attracting users to continue using Gojek services. By looking at the intense competition in the business world, especially start-up businesses, which are increasingly competing to advance their companies. So, giving lots of discounts and promos is one way to attract users to be more loyal to using their services and services.

Research with the code NN has a different point of view than other researchers. If Go-Pay payments are said to be the same as the Qardh contract according to NN researchers, there are provisions that must be used in the payment transaction method along with the related party relationships. That is, if there is a Qardh contract, the nominal amount of the user's Go-Pay balance is debt which can be taken and used at any time. Issuers or companies can use or invest debt money that has been deposited by Go-Pay users. The issuer or the company is obliged to return the principal amount of the Go-Pay balance at any time according to the agreement. Related parties or authorities are required to limit issuers or companies from using loan funds that have been deposited by users. Users of funds may not conflict with sharia principles and laws and regulations.

Research with the code NN also considers the DSN-MUI fatwa Number: 116/DSN-MUI/IX/2017 concerning Sharia Electronic Money. Whereas there are several things so that the Go-Pay payment method is not in accordance with the provisions of the fatwa, namely that Gojek does not place electronic money from Go-Pay user deposits to Islamic Banks. In the fatwa there is a provision that the amount of electronic money must be placed in an Islamic bank so that there is no usury in it.

The AB researcher has another point of view which says in his research that Go-Pay is said to be similar to a qardh contract because it is a lending and borrowing transaction.

Taking into account the opinions of various scholars and fatwa no 116/DSN-MUI/IX/2017 regarding sharia electronic money, the consequences of the Go-Pay transaction method are not said to be usury. AB researchers are of the opinion that the discounts and promos provided by Gojek are gifts for their users for being loyal in using their services. The qardh contract is valid if Gojek as the provider of the application and Go-Pay as the lender are different entities (different companies). It is known that Gojek and Go-Pay are different entities. Go-Pay is held by PT. Anak Bangsa Application (AKAB), and Go-Pay are held by PT. National Children's Wallet. So AB researchers do not think that Go-Pay payments contain elements of ribawi because PT. Gojek Indonesia as the application provider is not a Go-Pay company

3.2. Wadiah

In this contract, there are five researchers who have various points of view regarding the contract contained in the Go-Pay payment method, namely researchers with the initials AAS, AJ, DM, FN, and HD. Wadiah is simply safekeeping in others account [30]. From various different points of view, there are similarities of opinion among the five researchers, namely, Go-Pay payments are deposit transactions that can be taken at any time without any deposit period. What is deposited is in the form of electronic money balances that are deposited into a Go-Pay account to pay for services used in the Gojek application.

Apart from the similarities, there are differences in viewpoints that distinguish the opinion of one researcher from another. Researchers AAS, AJ, FN and HD have the same point of view why a wadi'ah contract is more appropriate for Go-Pay payments because a Top-Up contract is a form of deposit in the form of electronic money that is entrusted by Gojek customers or their users to electronic or e-money service providers. -money namely PT. Dompot Anak Bangsa as the company holding Go-Pay.

Researchers AAS, and FN clarified wadi'ah yad dhammanah as the right contract for Go-Pay because the recipient of the deposit with or without the permission of the owner of the goods/money can use the goods/money deposited and must be responsible for loss and damage to the goods/money deposited. In practice, Go-Pay users do not know whether the money they have deposited is used by Gojek for the company's investment purposes. Therefore, with the wadi'ah yad dhammanah contract, Gojek is responsible if there is loss/damage to the user's electronic goods/money.

Gojek as the depositor is the trustee as well as the guarantor (guarantor) for the safety of the electronic goods/money deposited. With the meaning that the user has

allowed Gojek as the entrusted party to use the electronic money balance, of course this cannot be separated from his responsibility that the electronic money balance must be returned and made available each time the user is going to use it. Gojek is allowed to mix electronic money balances and then use them for the company's productive purposes in seeking profit. Gojek depositors have the right to benefit from the utilization of safekeeping assets with full responsibility and are entitled to grant bonuses in the form of discounts and promos to Go-Pay users without a prior binding agreement. This is in accordance with what is recommended by Islam that assets should not be left alone and must be used for productive purposes that do not come out of Islamic law.

DM researchers also have a different point of view with AAS, that in the Go-Pay transaction method there is no addition and interest on Go-Pay balances when customers make top-ups. With a record that the balance of electronic money that has been deposited by Go-Pay users may not be used by Gojek for the purpose of seeking company profits unless the user has clear permission.

3.3. Ijarah

In this contract, there are five researchers with the same point of view regarding the compatibility of the ijarah contract in Go-Pay payments, namely with the initials RQ, SY, KM, IS, and ED. The similarity of the perspectives of these researchers regarding the Go-Pay payment transaction method is the transaction model which is the buying and selling of services. Go-Pay users are referred to as *ajir* (tenant/wages) and Gojek is a *muajir* (hired/employed). It was identified that Go-Pay payments are buying and selling services for benefits to be handed over. Electronic money balances deposited into Go-Pay accounts can be interpreted as prepaid wages. The researchers also agreed that bonuses in the form of giving discounts and promos are permissible as gifts that are permissible according to *syara'* and are the rights of the hiring party and the rights of service providers as gifts without harming any party.

Researchers RQ, SY and KM have the same point of view that the parties involved in this transaction method are Go-Pay users as customers and Gojek as service providers, so users do not interact directly with the Bank. Gojek has a direct *muamalah* relationship with the Bank because to save the amount of electronic money that has been deposited, Gojek cooperates with various banks in Indonesia.

ED researchers are of the opinion that the Ijarah *Maushufah Fi Dzimmah* contract as a service sale and purchase contract has compatibility with Go-Pay payments determined in terms of *ujrah* as contained in the DSN MUI fatwa NO. 101 concerning Ijarah *Muashufah*

Fi Dzimmah. Ujrah given by users to drivers is allowed in the form of electronic money. Drivers receive prepayment via Go-Pay balance by providing benefits after the payment is made. The amount of wages/ujrah obtained at the beginning of the order is in accordance with the price set by the Gojek company and agreed at the beginning of the cooperation agreement between Gojek as the party providing the services and the drivers whose services are used.

IS researchers have a more in-depth perspective on ujrah in ijarah contracts on Go-Pay payments. Clarifying the two types of wages, namely the wages that have been mentioned and the wages commensurate. The wages that have been mentioned (ajrum musammah) are those that have stated the conditions and must be accompanied by the willingness of the two contracting parties, so that the payment of wages must be in accordance with the initial agreement, not less and not more. If it has not been stated, then you can use commensurate wages (ajrun mitsil), which is commensurate with the work and conditions of work or work profession. In Gojek because the one who determines wages is the Gojek company itself accompanied by the willingness of the two parties on the basis of cooperation and mutual help. If the payment is made using Go-Pay, it can become a legal consequence because there is a difference in rates with payments made in cash. According to IS researchers, the difference in payment methods is based on ease of transaction because using Go-Pay is simpler and more practical for both parties, especially the driver, because they don't have to prepare a refund. If the payment is made in cash and the driver does not have a refund, both parties must be pleased with each other and let it go.

3.4. Sharf

In other studies there are researchers who have a different point of view than the others. Interestingly, the researcher with the initial code HW argues that the contract in Go-Pay can also be referred to as the al sharf contract because Go-Pay balance money is a pseudonym, namely the value of money, not goods or services.

Top up the balance is interpreted as a similar to money exchange agreement, namely the exchange of rupiah in the form of paper money to electronic money, so that only a change in form occurs from cash to electronic. Giving discounts is also legally permissible from Gojek as a service provider which is provided as an ordinary gift, not usury. The exchange of forms from cash to electronic makes the two main conditions in the sharf contract fulfilled, namely, there is no additional cash if exchanged for similar money.

4. Conclusion

Based on the analysis above, it can be concluded that of the 16 researchers, the majority said that Go-Pay payments were more in accordance with the qardh contract. Of the seven researchers, they have the same point of view that this payment contains usury, except that AB researchers have a difference of opinion because Gojek and Go-Pay are different entities. Then there are five other researchers who argue that Go-Pay payments are more in line with wadi'ah contracts so that all researchers agree and there are no significant differences. The researcher believes that users deposit their electronic money balances and deposit them into Go-Pay accounts which can be used at any time to pay for Gojek services. In this agreement, several researchers argue that deposits from users are allowed to be used for corporate investment purposes.

Five other researchers are of the opinion that Go-Pay payments are in accordance with the ijarah contract because the balance deposited into the Go-Pay account is wages paid in advance and giving discounts is allowed as a gift without harming any party. One other researcher argues that the contract in Go-Pay payments is sharf because what happens is the exchange of forms from cash to electronic.

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