

## Additional Charges in Sales Transactions via QRIS; A Sharia Economic Law Perspective at Aini Cake Shop

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### Abstract

The Quick Response Code Indonesian Standard (QRIS) is a QR code-based payment system that integrates various codes from different payment service providers, enabling micro, small, and medium enterprises (MSMEs) to conduct transactions using a single code. This study aims to analyze the practice of adding fees to sales transactions using QRIS from the perspectives of Indonesian Positive Law and Sharia Economic Law. The research employs a qualitative method with a literature review approach, drawing on books, journals, scholarly works, and other relevant sources. The analysis examines the concept of *ijarah* as a contract for the use of services – either as rent for the benefit of goods or wages for labor – and the legal provisions for additional charges in non-cash transactions. The findings indicate that, from the perspective of Sharia Economic Law, additional fees are permissible if they meet the principles of fairness, transparency, and compliance with Sharia, as service providers are entitled to compensation for the services rendered. Meanwhile, under Indonesian Positive Law, such practices must adhere to consumer protection regulations and cost transparency requirements. Therefore, additional fees in QRIS transactions can be deemed acceptable as long as they comply with the legal principles of both systems.

## INTRODUCTION

Payment systems will continue to evolve and adapt in accordance with market needs. According to Rosalina Widyayanti (2020), citing Tamayo, Jimenez, Flynn, and Bowes, payment systems tend to develop rather than undergo revolutions, with certain impacts such as the decline of check usage – largely for reasons other than the internet. While the internet remains a major driver of the replacement of consumer checks with electronic payments, its long-term impact is likely to remain gradual.<sup>1</sup>

The economic growth of a country may have a significant impact on future payment trends. Economic development strongly influences payment habits and patterns. Beyond growth, various variables affect the development and trends of a nation's payment systems. Even when a country's economic level remains consistent, its payment system may vary considerably. Technology plays a significant role in shaping payment systems, aiming to increase economies of scale and involving both capital and human resources. Consumer payment preferences are largely influenced by the availability of methods that are faster, safer, and more convenient.

Technology plays a crucial role in the evolution of contemporary society. The internet has become indispensable for daily activities such as communication, shopping, and payment. People are increasingly inclined to use it for online purchasing activities. E-commerce provides convenience and advantages for both consumers and businesses that utilize online purchasing applications. The growth of internet users in Indonesia has amplified this phenomenon. According to the Ministry of Communication and Information (Kominfo), Indonesia had 171 million internet users as of June 2019. The Directorate General of Postal and Informatics (PPI) further reported an annual increase of 27 million users, or 10.2 percent, with 64.8% of active users accessing entertainment content such as videos and films.

The establishment of the National Payment Gateway (GPN) was initiated by Bank Indonesia in collaboration with the national payment system industry to create an integrated and optimal payment ecosystem.<sup>2</sup> GPN is designed to support government programs such as non-cash social assistance distribution, public-to-government payments, non-cash toll road and public transport transactions, as well as online sales transactions, thereby enhancing public access to financial services.

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<sup>1</sup> E. Rosalina Widyayanti, "Pengaruh Kecenderungan Pergeseran Sistem Pembayaran dari Tunai ke Non-Tunai/Online Payment terhadap Peningkatan Pendapatan Usaha (Studi pada UMKM di Yogyakarta)" (skripsi, STIE Widya Wiwaha, 2020), 187–200,

<sup>2</sup> Rika Widianita D., "Implementasi Kerjasama Cross Border Quick Response Code Indonesian Standard (QRIS) Indonesia–Thailand dalam Perspektif Hukum Internasional," *At-Tawassuth: Jurnal Ekonomi Islam* 8, no. 1 (2023): 1–19,

Technological advances in economics and finance, particularly in non-cash payments, have transformed the role of cash. According to Burdah (2022), in *The Law of Quick Response Code (QRIS) in the Perspective of Sharia Economic Law*, transactions are now easier without requiring direct exchanges of goods.<sup>3</sup> Money has long been recognized as a more efficient medium of exchange than bartering, as it provides a standardized measure of value for goods and services, thereby facilitating faster and simpler transactions. The rapid development of information technology has significantly affected various aspects of human life, especially in Indonesia. The government must prepare new legal frameworks to address these changes, underscoring the importance of establishing binding regulations that must be enforced and observed by all members of society. As non-cash payment systems gain popularity, businesses and merchants may engage in unlawful practices that harm consumers.

This development has fostered the emergence of online payment systems such as QRIS (Quick Response Code Indonesian Standard), Electronic Data Capture (EDC) machines, and mobile banking. QRIS functions not only as a payment channel but also as a tool for merchants to increase sales, strengthen branding, reduce cash management costs, prevent counterfeit money, automate and record transactions, separate business and personal funds, facilitate reconciliation, prevent fraud, and generate credit profile data.

Over the past five years, financial technology (fintech), particularly in payment services, has advanced rapidly, covering providers, instruments, mechanisms, and processing facilities. Quick Response Codes are among the fastest-growing mobile payment methods.<sup>4</sup> However, the use of QR codes in digital transactions requires caution against forgery by cybercriminals or negligent individuals. Cybercrime threats include user account sabotage, identity theft, or replacing QR codes with malware or viruses.

One significant issue is the Merchant Discount Rate (MDR), a fee merchants must pay when using QRIS. When merchants process transactions through QRIS, payment service providers impose a service fee known as MDR QRIS. The entire MDR fee is collected and supervised by Bank Indonesia (BI), with the Indonesian Payment System Association (ASPI), the National Electronic Transaction Provider (PTEN), acquirer institutions, switching institutions, and issuers all involved in the system. However, the widespread

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<sup>3</sup> S. M. Burdah, "Implementasi Sistem Pembayaran Quick Response Code Indonesian Standard (QRIS) pada UMKM Binaan Bank Indonesia di Kota Gorontalo," *Braz Dent J.* 33, no. 1 (2022): 1–12.

<sup>4</sup> M. P. Utami and B. T. Wulandari, "Yuridis Analisa Quick Response Code sebagai Sistem Pembayaran Ditinjau dari Peraturan Bank Indonesia Nomor 18/40/PBI/2016 tentang Penyelenggaraan Pemrosesan Transaksi Pembayaran," *Paper Knowledge: Toward a Media History of Documents* 7 (Juni 2021): 49–58.

use of QRIS has raised problems involving both consumers and merchants. From the merchants' perspective, the MDR reduces their profit margins, leading some to increase product prices and thereby indirectly passing the MDR cost to consumers, creating a domino effect.

According to Article 52 of Bank Indonesia Regulation No. 23/6/PBI/2021, merchants are prohibited from charging consumers any fees related to QRIS. The MDR is the sole responsibility of the merchant, while consumers cannot be burdened with this fee. Bank Indonesia determines MDR rates based on merchant categories and transaction values, with the policy taking effect on July 1, 2023. However, many merchants continue to impose additional QRIS charges, which is inconsistent with consumer protection principles outlined in Bank Indonesia Regulation No. 20/6/PBI/2018 on Electronic Money. While BI prohibits such surcharges, evidence shows that many merchants shift the MDR burden to consumers. Most business actors are reluctant to absorb the additional costs as it reduces their revenues, thus violating regulatory obligations.

In practice, MDR has long been transferred to consumers, despite regulations prohibiting such conduct. Many consumers remain unaware of this practice and often accept MDR surcharges imposed by merchants. Some merchants justify this by falsely claiming that the MDR is a banking policy that must be borne by customers. Given this background, the researcher deems it necessary to further examine "The Legality of Additional Charges in Sales Transactions Using QRIS from the Perspective of Sharia Economic Law."

## **METHODS**

The research method outlines the type of research employed. If the study adopts a normative legal research type, it must include components of problem approaches such as the statute approach, the conceptual approach, the case approach, the comparative approach, or the historical approach. Conversely, if the study employs an empirical research type, it must consist of data categories—namely primary, secondary, and tertiary data—as well as data collection techniques. The methods utilized in completing the research are presented in this section.

## **RESULT AND DISCUSSION**

### **1. The Implementation of QRIS in Indonesia: Historical Background and Regulatory Framework**

According (Rahmawati, 2023) in her undergraduate thesis entitled *Determinants of Muslim MSMEs Using QRIS as a Payment System in Sragen Regency*, QRIS (pronounced

“Kris”) is a unified QR code used by Payment Service Providers (PJP). All PJPs that accept QR codes as a payment option are required to use QRIS. The widespread use of QRIS has enabled payment applications from any provider, including banks. Banks can process payments anywhere bearing the QRIS brand – such as shops, parking areas, tourist sites, and merchants – even if the QRIS provider differs from the consumer’s application.

On August 17, 2019, coinciding with the 74th Indonesian Independence Day, Bank Indonesia launched the QRIS standard for non-cash payments through digital wallets, server-based systems, and mobile banking applications. The nationwide implementation of QRIS in Indonesia officially began on January 1, 2020, as payment system providers required a transition period. Bank Indonesia mandated that all non-cash payment service providers adopt QRIS as of January 1, 2020.

According (F. H. Firdaus, 2024) in his undergraduate thesis *Legal Protection for Consumers Imposed with Merchant Discount Rate (MDR) Fees by Merchants in Non-Cash Transactions*, the mechanism for QRIS transactions between consumers and merchants requires: a smartphone capable of scanning QR codes, internet connectivity, a payment application, and sufficient balance in the payment application. The payment process includes the following steps:

- a. The consumer downloads a payment application/PJP of their choice and registers with personal information such as name, phone number, date of birth, email address, and password.
- b. After opening and verifying their account in the PJP application, the consumer ensures that the account balance is sufficient. If not, they may top up via the PJP application.
- c. The consumer completes a transaction at the merchant by scanning the QR code in the PJP application and entering the amount to be paid.
- d. The consumer confirms payment to the merchant and provides proof of payment generated by the PJP application.

Consumers (QRIS users) may submit complaints to Bank Indonesia directly or indirectly, depending on their preference. Bank Indonesia handles consumer complaints in the following forms: Education, Consultation, and Facilitation.

According to Dicky Kartikoyono, Head of the Payment System Policy Department at Bank Indonesia, as cited in CNBC Indonesia, if a merchant is proven to have violated the rules (by charging additional fees to consumers) during a QRIS transaction, consumers may call the Bank Indonesia hotline. Reports will be promptly followed up by the relevant unit, and consumers need not worry that their complaint will be ignored. Bank Indonesia will respond by reprimanding the violating merchant. Complaints regarding

the imposition of additional fees (MDR) are fully regulated under Bank Indonesia Regulations, Governor's Board Member Regulations, and provisions of the Indonesian Payment System Association (ASPI). However, the first step in the complaint process requires submission to the PJP; if the resolution is unsatisfactory, the consumer may escalate the complaint to Bank Indonesia.

The purpose of imposing MDR fees is to cover operational costs for QRIS providers in maintaining infrastructure and ensuring safe and practical payment services. This research focuses on Micro and Small Enterprises and their applicable MDR rates. According to QRIS MDR regulations, transactions below IDR 100,000 by micro-business merchants are exempt from MDR charges, whereas transactions above IDR 100,000 incur a 0.3% MDR fee.

Erwin Hartono (2024), Head of the Communication Department of Bank Indonesia, explained to *Kumparan Business* that MDR fees are set to ensure the sustainability of QRIS services. The MDR policy aims to enhance QRIS services and encourage consumer usage. MDR fees are intended to recover investment and operational costs, ensuring that QRIS services remain relevant and technologically advanced. However, surveys conducted by the Directorate General of Consumer Protection and Trade Compliance (PKTN) reveal that many merchants impose additional fees on customers for using EDC or QRIS systems. These fees, typically ranging from 1–3 percent, burden consumers while merchants benefit financially. The PKTN seeks to guide business actors in complying with consumer protection standards, particularly concerning QRIS transaction fees.

One case study is Aini Cake Shop, owned by Nur Aini, categorized as a Micro Enterprise with assets under IDR 50,000,000. Nur Aini accepts both cash and non-cash payments, the latter through QRIS provided by a PJP. She admitted not fully understanding the MDR fee policy, having only received information from peers. Following the example of fellow business owners, she imposed a fixed fee of IDR 1,000 on customers using QRIS. Although she verbally informed customers of the surcharge, many expressed dissatisfaction. For customers who objected, she redirected them to pay in cash and even provided directions to the nearest ATM.

Nur Aini emphasized that when she registered for QRIS, there was no education or guidance provided by the PJP. Consequently, she remained unaware of MDR regulations, and her practice of shifting MDR costs to consumers – merely by following peers – was inappropriate and disadvantageous to consumers.

Trade and business transactions in Islam are highly encouraged but must be based on mutual consent between seller and buyer. This principle is consistent with Allah's command in Surah An-Nisa (4:29):

*"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. Indeed, Allah is to you ever Merciful."*. (Kemenag, 2022)

Consumer complaints to Bank Indonesia typically concern:

- a. Lack of consumer understanding (QRIS users)
- b. Violations of Bank Indonesia regulations by PJPs
- c. Financial losses or potential losses directly impacting consumers.

Regarding financial losses, Bank Indonesia stipulates a maximum liability of IDR 500,000,000 caused by PJPs in the payment system sector or other parties under its regulation and supervision.

In a comment posted on its official Instagram account on April 19, 2024, Bank Indonesia clarified that no additional fees may be imposed on consumers using QRIS. If merchants charge extra fees, consumers may report complaints to Bank Indonesia with supporting documents, including:

- a. A copy of the consumer's ID/KTP
- b. Address and phone number of the consumer
- c. Name of the PJP providing the QRIS code at the merchant
- d. Name of the merchant
- e. Merchant's address and transaction date/time
- f. Chronology and proof of transaction

Complaints must be sent to [bicara@bi.go.id](mailto:bicara@bi.go.id) with the ticket number included in the email body. Sanctions against PJPs are regulated in Article 13 of ASPI Regulation No. ASPI/K-II/6/XII/2022, which stipulates that if a PJP fails to ensure merchant compliance with the prohibition of surcharging consumers, or fails to respond to merchant or consumer complaints, it may face administrative sanctions such as written warnings or suspension of its membership rights in ASPI. ASPI may then report the matter to Bank Indonesia for further action. Additional sanctions under Bank Indonesia's Board Member Regulation No. 20 of 2023 on Consumer Protection Procedures include:

- a. Written warnings
- b. Partial or full suspension of PJP services
- c. Freezing of products, services, or business activities
- d. Administrative fines Revocation of product/service and business licenses.

## **2. Parties in an *Ijarah* Agreement: *Mu'jir* and *Musta'jir***

The *mu'jir* (the party leasing out an asset and receiving rent or wages) and the *musta'jir* (the party paying rent or wages and utilizing the leased asset or service) are the two contracting parties in an *ijarah* agreement. Secondly, the parties to the contract must

possess legal capacity and requisite knowledge, namely the ability to reason soundly and to distinguish between right and wrong. The contract is rendered void if one of the parties is mentally incapacitated or is a minor who has not reached legal maturity (*baligh*).

*Ṣighat* constitutes the initial expression of intent by one party to establish a contract, while *qabul* refers to the acceptance of such intent, serving as the counterpart to *ṣighat*. The term *qabul* signifies mutual agreement, which may be declared orally, in writing, or through gestures or customary practices that convey consent.

Contracts may be classified into two categories: (a) contracts involving monetary compensation for labor or services (*ujrah*), and (b) contracts involving the utilization of a product or asset (*ijarah* in the strict sense of leasing). With respect to remuneration, the terms of payment must be clear and ascertainable. Rent must be paid, and receipts should be issued as proof of payment.

Since the lessor (*mu'jir*) retains ownership of the leased object, they also bear the risks associated with the leased property in the course of the contract, except in cases where damage is attributable to the negligence of the lessee (*musta'jir*). Provided that the use of the leased object conforms to the agreed purpose in the contract, the *musta'jir* may sublease it to others. An *ijarah* agreement may be terminated under the following conditions: if the leased object (*ma'jur*) is defective while in the possession of the *mu'jir*; if it is destroyed; if the agreed benefits have been delivered; if the contractual term has expired; or if the leased object has been lost or stolen.

The contract for the use of services—whether labor or goods—is termed *ijarah*. It is considered a lease when benefits are derived from an asset, and it is considered wages when compensation is given for labor. Ownership of the leased property does not transfer in *ijarah*; the lessor remains the legal owner of the leased object.

Accordingly, a sales transaction conducted through QR-Code with the imposition of additional charges may be considered permissible, since consumers are not directly using the application as a leased object, nor are they explicitly renting the service platform. Nonetheless, developers of the QR-Code application and their employees must receive compensation in the form of service fees, given that the application was created to facilitate transactions. Thus, even for transactions below IDR 100,000, the imposition of an additional charge may be considered permissible, as the application has been used and its benefits enjoyed.

Under Bank Indonesia's regulation, every transaction processed through QRIS is subject to a Merchant Discount Rate (MDR), which is borne by the merchant. At Aini Cake Shop, the merchant transfers this cost to the consumer by informing them that an additional fee will be charged for QRIS payments. Considering contemporary consumer

behavior, which tends toward cashless transactions, this arrangement is often accepted without coercion.

Nevertheless, based on the principles of *ijarah*, the imposition of additional charges in QRIS transactions at Aini Cake Shop cannot be deemed valid, even if both parties consent. If the conditions of *ijarah* are not satisfied, the contract is regarded as *fasid* (invalid). Delaying payment of wages is also impermissible. In this context, the lease is only for the use of the application and related resources, which are already prepared to provide benefit. Since the application is widely understood as a tool to facilitate human transactions, its use need not be specified in the contract. Furthermore, at the conclusion of the *ijarah* period, the leased asset reverts to the *musta'jir's* possession, without any transfer of ownership occurring at either the commencement or termination of the agreement. This form of *ijarah* is commonly referred to as an "operating lease".<sup>5</sup>

## CONCLUSION

In Islam, sales transactions that involve additional charges are, in principle, permissible, provided they are conducted on the basis of mutual consent, uphold the principles of justice and transparency, and do not contain elements of *gharar* (uncertainty), *riba* (usury), or *zhulm* (injustice). This aligns with the injunction of Allah SWT in Surah An-Nisa verse 29, which emphasizes that *mu'amalah* must be carried out upon the mutual willingness of both parties. From the perspective of Sharia Economic Law, the imposition of additional charges in sales transactions, including those utilizing QRIS, is permissible as long as it conforms to the principles of fairness, openness, and mutual benefit for all parties involved. However, within the framework of Indonesia's positive law – specifically Article 52 of Bank Indonesia Regulation No. 23/6/PBI/2021 – merchants are prohibited from imposing additional fees on consumers for the use of QRIS in any form. The Merchant Discount Rate (MDR) is the responsibility of the merchant and cannot be transferred to consumers, even in cases where there is mutual agreement between buyer and seller. Accordingly, from the standpoint of national regulation, the practice of imposing surcharges in QRIS transactions remains impermissible, and any violation of this provision may result in administrative sanctions by Bank Indonesia. This prohibition is intended to protect consumers, promote fairness within the national payment system, and safeguard the integrity of digital financial transactions in Indonesia. For business actors, this restriction implies the need to adopt more efficient pricing

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<sup>5</sup> L. Sakti and N. W. Adityarani, "Tinjauan Hukum Penerapan Akad Ijarah dan Inovasi dari Akad Ijarah dalam Perkembangan Ekonomi Syariah di Indonesia," *Jurnal Fundamental Justice* 1, no. 2 (2020): 39–50.

strategies and cost management practices without shifting the MDR burden onto consumers. Education regarding cost structures and the use of digital incentives provided by payment service providers may help alleviate operational pressures. For policymakers, the divergence between the principles of Sharia Economic Law and positive law suggests the necessity of regulatory dialogue that incorporates the values of Sharia-based justice without compromising consumer protection. This could include examining the feasibility of exceptions or the development of transparent cost-disclosure mechanisms that remain consistent with the principle of non-exploitation. For future research, empirical studies are needed to explore the extent to which surcharge practices continue to occur in the field, their impact on consumer behavior, and the potential for hybrid policy models that can accommodate the interests of all parties. Interdisciplinary research that integrates legal, economic, and technological analysis also has the potential to offer more adaptive solutions in response to the evolving landscape of Indonesia's digital payment system.

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