

## Sharing Economy from Muamalah Perspective

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**ABSTRACT:** This study aims to analyze the suitability of the sharing economy or partnership system implemented by PT Gojek Indonesia with the principles of Islamic contracts. With a qualitative approach, this study collected data through documentation and in-depth interviews. The results of the study indicate that all sharing economy activities at PT Gojek Indonesia are carried out electronically and are considered valid within the framework of Islamic contract law. The partnership agreement between PT Gojek and the driver is identified as a musyarakah contract, with a profit sharing of 80% for the driver and 20% for PT Gojek. Additional bonuses for drivers who achieve certain targets are included in the ji'alah contract. In addition, transactions between customers and PT Gojek are categorized as ijarah contracts, namely the provision of wages for services. In the initial stage of ordering through the application, a wakalah contract occurs where the driver acts as a representative. This study concludes that the sharing economy system implemented by PT Gojek Indonesia is generally in accordance with the principles of sharia economics.

**KEYWORDS:** Sharing economy, PT Gojek Indonesia, muamalah agreement.

### I. INTRODUCTION

The development of information and communication technology in the 21st century has changed the way people interact and transact. One of the most prominent innovations in this context is the sharing economy business model, which allows individuals to share resources, both goods and services, through digital platforms. In recent years, this phenomenon has spread to various sectors, including transportation, accommodation, and food services. Gojek, as one of the pioneers of online transportation services in Indonesia, has succeeded in integrating the concept of the sharing economy by offering various services that not only make it easier for consumers but also provide income opportunities for many people.

Gojek was founded in 2010 and initially focused on conventional motorcycle taxi services. However, with the development of technology and the increasing demand for fast and efficient transportation services, Gojek has evolved into a multifunctional platform that offers various services such as Go-Ride, Go-Car, Go-Food, and Go-Send. Currently, Gojek has more than 2 million registered drivers and millions of active users throughout Indonesia (Sukri Hamdi, 2023). Gojek's success in creating a mutually beneficial ecosystem between service providers (drivers) and consumers shows the great potential of the sharing economy business model.

In the context of muamalah, which is Islamic economic law that regulates social interactions and business transactions, it is important to explore how Gojek applies sharia principles in its operations. Muamalah covers various legal aspects related to economic activities, including cooperation (musyarakah), profit sharing (mudharabah), and ijarah and jialah contracts. The ijarah contract relates to the rental of services performed by drivers to consumers through the Gojek platform. Meanwhile, the jialah contract can be applied in the context of incentives or bonuses given to drivers as compensation for their services in fulfilling consumer demand.

Therefore, this study aims to analyze how Gojek applies the principles of muamalah in partnership relations with its drivers and assess the suitability of these practices with Islamic law.

The partnership system implemented by Gojek can be seen as a form of musyarakah or mudharabah contract. In a mudharabah contract, one party (Gojek) provides capital in the form of a technology and management platform, while the other party (driver) contributes labor and time to run the service. The profits obtained from the transaction are divided according to the initial

## Sharing Economy from Muamalah Perspective

agreement between the two parties. This model not only provides incentives for drivers to improve their performance but also creates a sense of ownership of the business being run.

However, challenges arise when considering certain aspects of these transactions. For example, the incentive or bonus system given to drivers can create the potential for usury if not managed properly. In this context, it is important to evaluate whether the incentive practices are in accordance with sharia principles or violate the provisions of fiqh muamalah.

With this background, this study is expected to contribute to a deeper understanding of the application of muamalah principles in the context of the digital economy and provide recommendations for improving business practices that are more in line with sharia values. This study will also provide insight for other industry players on how to apply Islamic economic principles in technology-based business models.

The concept of sharing economy is an important background in understanding Gojek's business model. According to Botsman and Rogers (2010), sharing economy allows individuals to share resources through digital platforms, creating value by utilizing unused assets. Gojek, as one of the pioneers in this sector, has successfully integrated technology to provide various services, such as Go-Ride and Go-Food, which not only provide convenience for users but also open up income opportunities for drivers.

Furthermore, in the context of muamalah, it is important to understand the various contracts that apply in transactions carried out by Gojek. The mudharabah contract, where one party provides capital and the other party manages the business, can be seen in the relationship between Gojek and drivers. Drivers act as mudharib, while Gojek acts as shahibul maal. Profits from transactions are divided according to the initial agreement, creating incentives for drivers to improve their performance. Research by Putri et al. (2018) shows that the practice of cooperation between drivers and Gojek reflects elements of muamalah that are in accordance with sharia although there are still challenges in its implementation<sup>3</sup>.

The ijarah contract is also relevant in this context, where drivers rent their services to consumers through the Gojek application. In this case, the legal relationship between drivers and consumers can be categorized as an ijarah contract, where consumers pay for the transportation services provided. Research by Ria Rahmawati and Annisa Silvi Kusumastuti (2020) explains that transactions that occur in the Go-Food service involve wakalah and qardh contracts, where drivers act as representatives to deliver food to consumers<sup>1</sup>.

On the other hand, the jialah contract can be applied to the incentive or bonus system given to drivers based on certain achievements. This shows that Gojek not only operates as a digital platform but also applies the principles of muamalah in its business interactions. However, challenges remain regarding the potential for usury in the incentive system, as expressed by Rizky Anugrah Vandia (2020), who assessed that there are still elements that are not fully in accordance with sharia principles<sup>2</sup>.

In the analysis of the wage system between Gojek and restaurant managers in the Go-Food service, Hanifah Ari Sesanti (2020) found that the wage system applied was closer to the ijarah contract than the mudharabah. This shows the importance of clarifying the legal status of the ongoing transactions in order to comply with sharia principles<sup>4</sup>.

Overall, this literature review shows that although Gojek has implemented several muamalah principles in its operations, there are still challenges and room for improvement so that all of its business practices are fully in accordance with sharia values.

## II. RESEARCH METHODS

This type of research is field research with a qualitative approach. Data were collected through interviews, observations, and document reviews. The subjects of the study included Gojek driver partners and company management. Data analysis was conducted using the fiqh muamalah approach to evaluate the suitability of sharing economy practices with muamalah principles and contracts. This study uses an exploratory design to understand the concept and implementation of sharing economy in the context of sharia economics. The study was conducted in several major cities in Indonesia, such as Jakarta, Bandung, and Surabaya, which are the centers of Gojek activities.

Interviews were conducted with driver partners and management of PT Gojek Indonesia to understand the cooperation process, profit sharing system, and challenges faced. Researchers also conducted observations to directly observe the interaction between driver partners and customers, as well as the working mechanism of the Gojek application. Documents reviewed included company profiles, annual reports, and literature related to the sharing economy.

Data Analysis Data were analyzed using a qualitative approach with triangulation to ensure the validity of the findings. The analysis was conducted by comparing the results of interviews, observations, and documents against the principles of Islamic economics.

## III. RESULTS AND DISCUSSION

If seen simply, the concept of sharing economy uses 3 perspectives in Islamic economics, such as the concept of effective and not tabdzir, helping others, and prospering the people. In the perspective of effective and not tabdzir, the concept of sharing

## Sharing Economy from Muamalah Perspective

economy makes passive resources productive because these resources are used in an effort to seek sustenance. The law of seeking sustenance is obligatory for anyone. The goal is that he is able to worship Allah SWT well by using the wealth he gets from working.

Furthermore, with the use of these resources, each person can help each other. As in the case of *tebengers*, where each member provides a ride to reduce traffic congestion in Jakarta. In return, passengers can pay with money, food or gasoline to the car driver who offers. In addition, with the sharing economy, effective use of resources can prosper the community because it makes many people work and earn a living. For example, unproductive motorbikes are used as a means of transportation for people and cars that are rarely used are used as a means of earning a living as seen in *Go-jek* and *Grab*.

Sharing economy is an economic model that is often defined as peer-to-peer (person-to-person) sharing activities to obtain, provide, or share access to goods and services facilitated by online platforms. The benefits of this sharing economy are not only the spirit of carrying out resource efficiency actions by consuming by sharing, but also reducing what is the environmental impact due to uncontrolled consumption. In addition, it also saves costs.

Society has actually been practicing sharing the use of private assets for a long time. For example, the practice of borrowing, renting, buying and selling, debts, bartering, and so on conventionally. For example, a party equipment rental business, starting from *trayak*, tables and chairs, stages, decorations, consumption, and including the event arrangements. Buying and selling is also a form of business that has existed since the existence of human communities. But everything runs naturally. The renter must come to the rental place, choose various models and prices. The buyer must also come to the market or seller's place, choose directly, and the transaction meets physically. People must set aside a certain time to meet their needs.

But with the emergence of internet technology that can collect various very large and complete data (*big data*), it has made transactions to meet life's needs easier. The internet brings together parties, between sellers and buyers, between owners of goods or services and their users through online applications. The internet with online facilities can bring together demand and supply in the virtual market. Bargaining occurs and then transactions are made without having to meet face to face.

The Islamic economic theories that support the concept of sharing economy that is currently developing can be derived from several principles, such as the principle of economic justice, the principle that property has the rights of others, and the principle of "profit and loss sharing".

### **A. The principle of economic justice**

One of the important principles in Islamic economics is justice (*'adalah*). Economic justice is the equal distribution of welfare. This economic equality of Muslims is guaranteed by the sharia of *zakat*. In the context of *zakat*, Muslims are only divided into two classes in the economic strata, namely the *muzakki* class and the *mustahiq* class. Rich people are obliged to be *muzakki*, namely obligated to pay *zakat*. Conversely, poor people must be *mustahiq*, people who are entitled to receive *zakat*. Muslims cannot be out of these two economic classes. For example, there is someone who is not a *muzakki*, but also not a *mustahiq*. Although in reality there are many like that, the class is not clear. Rich people are not only obliged to share *zakat*, but also have a social responsibility to eradicate poverty, by providing business capital and training. So that one day, the poor can move up to become *muzakki*. In this study, the sharing economy carried out by *Gojek* is partnering with drivers, so that *Gojek* invites drivers to share work with their respective responsibilities according to the agreement.

### **B. The principle of private property rights is the rights of others**

The sharing economy concept promoted by the modern sharing economy is in line with the Sharia economic principle, "in property there are other people's rights". This willingness to share the economy in the Qur'an is equal in value to faith in Allah, the Last Day, the angels, the holy books and the prophets. Allah SWT says: "It is not virtuous that you turn your faces to the east and to the west. But virtue is (if) those who believe in Allah, the Last Day, the angels, the holy books, and the prophets, and those who want to give away their wealth, no matter how much love that person has for their wealth, for relatives, orphans, people - poor people, people abandoned on the streets, beggars, and to free slaves, establish prayers, give *zakat*, people who keep their promises when they promise, and people who are steadfast in difficulties and hardships in war. They are the truthful people, and they are the pious people" (QS. Al Baqarah: 177).

In this verse, the measure of virtue, among other things, is if a person is willing to donate his most beloved possessions, to relatives, orphans, and so on. After sharing wealth, then perform prayers, give *zakat*, keep promises and people who are strong in facing problems. As if sharing is more important than prayer and *zakat*, or at least as important.

### **C. The principle of profit and loss sharing**

Profit sharing according to Indonesian etymology is profit sharing. In the economic dictionary it is defined as profit sharing. Profit in terms is the difference that arises when a company's total income is greater than the capital spent. In other terms, profit sharing is the calculation of profit sharing based on the net result of total income after deducting production costs incurred to

## Sharing Economy from Muamalah Perspective

obtain the income. Profit sharing is also often referred to as revenue sharing. Revenue in the economic dictionary is the result received by a company from the sale of goods and services generated from sales revenue.

Profit and loss sharing is one of the general principles carried by the Sharia economy, namely the principle of profit sharing and risk sharing, known as "profit and loss sharing". The philosophy of this principle is that in business or trading there are always two possibilities, profit or loss. This profit sharing principle is what seeks the operational characteristics of the Sharia economy with other economic systems that apply a fixed interest system.

Contracts that carry the principle of profit sharing have long been practiced in the traditions of Muslims, such as mudharabah, musyarakah, muzara'ah, mukhabarah, and musaqah contracts. Mudharabah is a business cooperation between several parties, one party manages capital (mudharib) for productive businesses, and the other party is an investor or provides funds (shahibul mal), with an agreement that the profits are divided according to the agreement.

Musyarakah or syirkah is a form of cooperation like mudharabah. In its application in banking, it is sometimes not distinguished. In fiqh books, it is defined linguistically, syirkah is the mixing of one asset with another asset so that the two cannot be distinguished anymore. Meanwhile, according to terminology, musyarakah is an agreement between two or more parties who agree to work with the aim of gaining profit. Musyarakah means a cooperation agreement between two or more parties for a particular business where each party contributes funds or mal, with the agreement that the risks and profits will be borne together according to the agreement.

Muzara'ah, mukhabarah, and musaqah, all three are cooperation in sharing the results of cultivating rice fields or land, both for agriculture, plantations, and livestock. Muzaraah is a cooperation agreement for agricultural processing between land owners and cultivators, where the land owner provides agricultural land and seeds to the cultivator to plant and maintain in return for a certain share (percentage) of the harvest. Musaqah is a simpler form of muzaraah where the cultivator is only responsible for watering and maintenance. In return, the cultivator is entitled to a certain ratio of the harvest. While mukhabarah, some scholars say is the same as muzara'ah. It's just that the cultivation of agricultural or plantation land with the mukhabarah agreement, the plant seeds come from the land owner.

The muamalah contracts as mentioned are forms of economic sharing that have long been practiced in Muslim society, so they are called aqad al musamma. Namely, contracts whose names are already known or mentioned in fiqh books. The opposite is ghairu musamma, which is not mentioned. Modern contracts that apply this principle of sharing will continue to develop, both in terms of their names and operations.

The legal relationship between Gojek Indonesia as an application provider company and drivers is a partnership relationship based on a partnership agreement. Therefore, legal protection for drivers is not protection for workers like an employment agreement, but rather protection as a party to a partnership agreement.

Basically, an agreement must be agreed upon by the parties, including if there are changes, it must also be agreed upon. If one party (the application provider company) changes the contents of the partnership agreement, then of course there must be approval from the other party. The approval does not have to be done by signing on a stamp or in front of a notary.

In the GO-JEK partnership agreement, it is stated that if a prospective partner has taken action to click electronically on the GO-JEK partnership agreement, access and use the GO-JEK application, it means that they have agreed to the partnership agreement contained in the application. In addition, by agreeing to this partnership agreement, it means that someone has also agreed if there are changes to the terms and conditions that apply.

Relationship Between Application Provider, Driver, and Passenger, the legal relationship between the application provider company (online motorcycle taxi company/Gojek Indonesia) and the driver as a service provider for passengers (consumers) is a partnership relationship because there is no element of wages and orders, so it is not an employment relationship. So the relationship between the application provider and the driver is based on a partnership agreement, which is a general form of a legal relationship between one party and another on the basis of a partnership agreement.

The general provisions of the partnership agreement are explained in Article 1338 in conjunction with Article 1320 of the Civil Code (KUHPer). Meanwhile, specific provisions can refer to the provisions of civil partnerships in Articles 1618 to 1641 of the KUHPer, namely the legal relationship of the parties between one partner and another by including a "capital" as a "gift" (inbrenng).

Umar Kasim in his article "Legal Status of Non-Permanent Workers in Government Agencies", said that there is something called a partnership agreement. The form can be a profit-sharing agreement, an agency agreement (either personally or corporately), core-plasma, sub-contract, payment agreement ("deposit") of a certain amount of money, and others.

If the relationship between the application provider entrepreneur and the driver is a partnership relationship, then Law Number 13 of 2003 concerning Manpower and other laws and regulations in the field of manpower do not apply. This is because laws and regulations in the field of manpower regulate matters relating to workers and employers. If a partner is dismissed, for example, then severance pay as regulated by law does not apply.

## Sharing Economy from Muamalah Perspective

A similar explanation was also put forward by Agus Mulya Karsona, a lecturer in Labor Law at Padjadjaran University, Bandung, explaining that there is a fundamental difference between a partnership relationship and an employment relationship. A partnership relationship is more focused on mutualism between the parties. In principle, partnerships emphasize more on mutually beneficial relationships. The positions of the parties are equal. This is different from the position of employer and employee in employment law, which is superior-subordinate.

Based on the explanation, the legal relationship between the application provider company and the driver is a partnership relationship based on a partnership agreement. Therefore, legal protection for drivers is not protection for workers based on an employment agreement, but rather protection as a party to a partnership agreement.

The partnership agreement between the application provider company and the Driver is as binding as law. This principle is confirmed in Article 1338 of the Civil Code: "All agreements made legally apply to the law for those who make them". In the concept of fiqh, it is said to be *al muslimuuna inda syrythihim*, which means that Muslims are bound by the conditions they make.

So basically an agreement must be agreed upon by the parties, including if there are changes, it must also be by agreement. So, if there is a unilateral change in the agreement clause in the future, it can be explained that because the agreement was made on the basis of an agreement, then the change in the agreement is also must be based on an agreement. If there is no agreement on the changes made, then of course the changes are not binding on the parties.

If someone feels disadvantaged by the implementation of new provisions that are not agreed upon, then he can sue in civil court. The implementation of new provisions has the potential to be inconsistent with the initial agreement that has been mutually agreed upon, so that it can result in the party implementing the new provisions committing a breach of the initial agreement.

In the case of an electronic agreement with the Gojek Company, the parties, namely partners and users, although they do not see the partnership agreement document when registering, as online motorcycle taxi drivers, of course they download the online motorcycle taxi application. In the GO-JEK application, a partnership agreement has been attached which should be read carefully first and then agreed to by clicking on the application. But generally people are lazy to read, because it is long and uses legal language, which not everyone understands. People usually only "get it" when they encounter difficulties or commit violations that they consider not violations. When reprimanded and sanctioned, they only start reading the text of the agreement, and it is too late to apply because it has been clicked.

In Islamic law, giving consent by simply clicking on an application, without any documents and signatures of the parties, is also considered valid. Because the core of a contract is the agreement of the parties. In fiqh, *akad* or contract is defined as:

ارتباط ايجاب بقبول على وجه مشروع يثبت اثره في محله

*"The relationship between ijab (statement to carry out a contract) and qabul (statement of acceptance of the contract) in accordance with sharia provisions which give rise to legal consequences for the object."*

The statement of *ijab qabul* does not have to be in words (*bil lisan*), but can also be in writing (*bil kitabah*), can also be with gestures (*bil isyarah*), and can also be by mutual giving/receiving (*bit ta'athi*). In the fiqh book there are several rules of *ijab qabul*. Regarding written agreement as formulated in the rules of fiqh:

الكتابة بين الغائبين كالنطق بين الحاضرين

*"A writing for someone who is unable to attend is of equal value to a writing for someone who is present ."*

This rule was formulated when muamalah transactions were still very simple, so that agreements were generally made verbally. In today's modern era, large transactions must be made in writing. The goal is to be evidence later if there is mutual denial. Contracts can also be carried out through signs that clearly indicate the wishes of the parties entering into the contract. This agreement with signs applies specifically to people who cannot speak (mute) and cannot write. Sign language has become their habit, so that people close to them can clearly understand their wishes even if they are conveyed through signs. In cases such as the rule which states:

الإشارة المعهودة للأخرس كالبيان باللسان

*"The clear signs of a mute person are commensurate with the verbal testimony."*

*Ijab kabul* (contract) can also take place through *dalalah* (instructions), namely the continuation of the contract is linked to a certain act or matter that shows the agreement of both parties. Contracts through *dalalah* can be realized in two forms: namely **a. Ta'athi or mu'athah** (giving and receiving) such as the sale and purchase agreement that usually occurs in supermarkets. The seller puts a price tag on each item. Visitors take the goods and immediately pay at the cashier without any bargaining, no words, but each party has realized the customary tradition of buying and selling. **2) Lisanul hal**, namely certain conditions that indicate an expression. For example, someone puts goods in front of another person, meaning showing the expression of entrusting goods (*wadi'ah*). Someone takes his friend's clothes and then wears them, then a loan agreement (*Ijarah*) has occurred.

Regarding the electronic agreement with Gojek, where the agreement is sufficient by clicking on the application, according to Islamic law it is considered valid and has applicable legal consequences. The parties, partners and application users, are bound by

## Sharing Economy from Muamalah Perspective

the contents of the agreement that has been agreed upon. Special conditions that have been agreed upon by both parties, then apply as binding as the law. In the partnership agreement between the driver and PT. Gojek, although the draft agreement was made by the company and did not involve partners, there was no coercion to agree. Anyone who is interested then reads the rules that apply, agrees and clicks, then an agreement is made that binds both parties. Unless the provisions in the agreement are found to be contrary to law and statute, timeliness, and violate religious and customary norms, then the agreement can be canceled.

Judging from the way the profits are shared between Gojek and the driver, the agreement between the Partner and the Gojek Company in the perspective of the muamalah contract can be categorized as a *musyarakah* or *syirkah* contract. Namely a cooperation contract between several parties, and the profits are divided fairly according to the contribution or contribution given. As members of the *syirkah* are PT. Gojek and the driver partner. The position of the parties in the *syirkah* is equal, there is no superior or subordinate, not between workers and employers. So the cooperation agreement is called a partnership agreement, so it does not create an employment relationship, outsourcing or agency between each party. Each party contributes according to capacity. Partners also contribute by providing a decent motorbike accompanied by letters, a valid Driving License, and driving skills. While the Gojek Company provides an application via a smartphone, gives orders, gives bonuses, and other protections.

According to the Compilation of Sharia Economic Law Article 20 (3), a partnership is a collaboration between two or more people in terms of capital, skills, or trust in a particular business with profit sharing based on a ratio agreed upon by the parties involved. The partnership agreement must fulfill the pillars and requirements, namely: 1) *Sighat or ijab qabul*, in the form of a will from both parties to carry out the collaboration, either verbally or in writing in the form of a cooperation document. 2) The people who make the agreement are the two parties who carry out the transaction, who are capable of carrying out *tasharruf*. 3) The object of the agreement is capital and work.

The concept of sharing economy that developed along with the advancement of information technology in and applied in various modern companies, is a sharing economy system (collaborative), both in production, distribution, and consumption. Sharing Economy is a business concept that can provide access to resources owned by people or companies to be consumed or utilized together with users or other people. This sharing concept can not only increase the value of assets that were previously only enjoyed by oneself, control consumption, but can also open up new jobs. The spirit of this sharing economy is very much in line with the principles of Sharia muamalah. Sharia economic theories that support this sharing economy concept can be derived from several principles, such as the principle of economic justice, the principle that in property there are rights of others, and the principle of profit and loss sharing (sharing profits and risks).

## V. CONCLUSIONS

The research results show that all sharing economy activities within PT Gojek Indonesia are carried out electronically which is considered legal according to Islamic covenants. From a muamalah perspective, the partnership agreement between Gojek and drivers is called a *musyarakah* contract. In this case the driver gets 80% and Gojek 20% of the total order cost. Additional bonuses if the driver reaches certain target points are included in the *ji'alah* contract, while transactions between customers/orders of Gojek services and PT. Gojek is called an *ijarah/ujrah* contract, namely providing wages for pick-up and drop-off services. The next concept is that when an order is placed and entered into the Gojek application before being distributed to the driver, a *wakalah* contract occurs, where the driver acts as a representative. The practice of sharing economy by PT Gojek Indonesia is generally in line with the principles of sharia economics, especially in terms of efficiency and equal distribution of welfare. However, there needs to be improvement in risk management and division of responsibilities to be more in line with the principles of justice in Islam. This research is expected to be a reference in developing the concept of sharing economy based on sharia.

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## Sharing Economy from Muamalah Perspective

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