



Legal Analysis of Sales Transactions with PayLater Payments

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Abstract: This study analyzes PayLater transactions from the perspective of Islamic law and Indonesian regulations to assess their compliance with Sharia principles. Using a qualitative descriptive-analytical approach, the research examines the operational structure of PayLater in relation to Islamic sales (ba'i) and financial transactions (muamalah), focusing on the prohibition of riba, gharar, and zulm. Primary sources include the Qur'an, Hadith, and fatwas from the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), while secondary sources consist of national regulations such as OJK Regulation No. 77/POJK.01/2016 and the Consumer Protection Law. The analysis finds that the current PayLater system contains elements inconsistent with Sharia principles, as its structure resembles a loan (qardh) with fixed interest, involves unclear contracts, lacks transparency, and imposes exploitative late fees. From a regulatory perspective, while PayLater is legally recognized, gaps remain in consumer protection, contractual fairness, and data privacy. Recommendations include adopting Sharia-compliant contracts such as murabahah, ijarah, or musyarakah, enhancing transparency, strengthening regulatory oversight, promoting financial literacy, and encouraging Sharia-certified digital financial products. Future research could empirically compare conventional and Sharia-based PayLater models to provide actionable insights

Keywords: BNPL; Gharar; PayLater; Riba; Sharia Compliance.

1. Introduction

The advancement of technology and digitalization has significantly transformed economic transactions across sectors by enabling faster, more efficient, and secure processes through innovations such as e-commerce, digital wallets, QR-based payment systems, and blockchain for transparency and security. Financial technology (fintech) has also promoted financial inclusion by providing access to services for previously underserved populations, offering opportunities for businesses to expand markets and enhance competitiveness in a globalized era. However, challenges including data security, regulation, and cyber threats remain critical, requiring collaboration among government, private sectors, and society to create a safe and sustainable digital transaction ecosystem. Among these developments, PayLater services in e-commerce have gained popularity, especially among younger consumers, by allowing purchases to be paid later in installments or full payment the following month (Maskanah, 2025). While offering convenience, promotions, and financial flexibility, PayLater also poses risks such as overspending and potential debt accumulation, emphasizing the importance of responsible usage to avoid financial problems and maximize benefits (Hayati et al., 2025).

In Islamic law, installment or PayLater transactions must be evaluated for their compliance with Sharia principles, particularly the prohibition of riba (usury) and injustice (dzalim) (Agustini, 2023). Transactions with additional interest or late fees constitute riba and are therefore impermissible, whereas transparent agreements with fixed prices and no riba are allowed. Islam also emphasizes honesty and responsibility, requiring users to ensure timely repayment to avoid excessive debt. Given the growing use of PayLater in e-commerce, many Muslims remain uncertain about its permissibility. This study is important for providing a clear Islamic legal perspective, identifying any riba or practices contrary to Sharia, and offering guidance for Islamic financial institutions and regulators to develop compliant policies. By understanding the mechanisms of PayLater

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Received: Jan 04, 2026;

Revised: Jan 24, 2026;

Accepted: Jan 30, 2026;

Published: Feb 28, 2026;



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and choosing Sharia-compliant services, Muslims can engage in transactions that are both lawful and spiritually rewarding.

Previous studies on Shopee PayLater from an Islamic law perspective have produced varied findings. Nurhilmayah, (2024) highlighted that Shopee PayLater initially did not charge interest before April 28, 2020, but later imposed a 2.95% interest rate, noting legal uncertainty due to unclear terms regarding interest and late fees. Dina, (2024) examined Shopee PayLater in online sales, concluding that it can be permissible under Islamic law if it follows proper procedures and employs a qardh contract, emphasizing compliance with Sharia principles in digital transactions. Muhamad, (2023) focused on the debt-based nature of Shopee PayLater under qardh, while Fatakh et al., (2025) argued it violates Sharia principles due to riba, additional fees, and noncompliance with DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017. Finally, Bilqis Salma Elysia and Muh. Jufri Achmad (2023) suggested that the legality of Shopee PayLater can be classified as *mubah* or *haram* depending on the contract type and the presence of interest-like charges.

Previous studies share a common focus on Shopee PayLater from an Islamic law perspective to assess the compliance and permissibility of the service with sharia principles, yet they differ in emphasis, such as unclear contracts, sharia procedures and the use of qardh contracts, debt aspects, or violations of DSN-MUI fatwas. Islam strictly prohibits riba, as stated in the Qur'an: "Allah has permitted trade and forbidden riba" (QS. Al-Baqarah: 275), and the Prophet ﷺ forbade transactions involving ambiguity (HR. Muslim No. 1513). Therefore, trade, including installment-based transactions, is allowed provided it does not involve riba or harm either party.

Despite these studies, there is a lack of comprehensive research integrating Sharia principles with PayLater regulations in Indonesia, including how platforms comply with OJK rules, DSN-MUI fatwas, and consumer protection frameworks. Previous research mostly focuses on interest rates, contract forms, or debt nature, but rarely examines the implementation of prudential principles such as risk assessment, fee transparency, and user protection mechanisms in accordance with both Sharia and regulatory standards (Sofian, 2023).

The urgency of protecting Muslim consumers arises from risks such as default, debt accumulation, overconsumption, and potential misuse of personal data (Pratika et al., 2021). Ensuring Sharia-compliant PayLater services with clear contracts, transparent fees, and responsible credit practices is crucial for safeguarding financial stability and enabling ethically compliant digital transactions, while also helping consumers avoid riba and unjust practices.

This study aims to fill these gaps by providing a comprehensive analysis of Shopee PayLater's contract validity, transaction mechanisms, and legal and economic implications for Muslim consumers, serving as a reference for Sharia financial institutions and regulators. By integrating prudential principles with Sharia compliance, this research also seeks to evaluate how PayLater providers implement risk management, transparency, and consumer protection mechanisms in accordance with Islamic law and national regulations, offering practical guidance for ethical fintech development in Indonesia.

2. Materials and Methods

This study uses a qualitative descriptive-analytical approach to examine PayLater transactions from the perspective of Islamic law and relevant regulations in Indonesia. It focuses on the principles of Islamic sales (*bai'*) and *muamalah*, including the prohibition of riba, to assess the compliance of PayLater services with Sharia principles. The research is normative or doctrinal, relying on primary Islamic law sources such as the Qur'an, Hadith, and fatwas from the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), as well as positive national regulations including the Financial Services Authority (OJK) rules and Consumer Protection Law, to evaluate how PayLater is legally regulated. By integrating Islamic legal principles and national regulations, this study

aims to provide a comprehensive analysis of PayLater's Sharia compliance and offer recommendations for users, service providers, and regulators (Sulubara et al., 2024a).

3. Results and Discussion

3.1. Regulation of P2P lending fintech in Indonesia and the extent to which it complies with fintech prudential principles

Fintech peer-to-peer (P2P) lending in Indonesia represents a technology-driven financial innovation regulated by the Financial Services Authority (OJK), primarily through OJK Regulation No. 10/POJK.05/2022, which replaced POJK No. 77/POJK.01/2016. The regulation mandates licensing, risk management, escrow accounts, transparent disclosure of interest, fees, tenors, and late payment penalties, as well as compliance with the Personal Data Protection Law (UU PDP No. 27/2022) and the Consumer Protection Law (UU No. 8/1999), ensuring clear, fair, and non-misleading contractual terms. These rules align with the prudential principle, emphasizing creditworthiness assessment, loan limits, ongoing monitoring, and post-loan supervision (Mutiarawati et al., 2024). In practice, P2P platforms such as PayLater implement user evaluation based on purchase history, payment consistency, and biometric verification; however, challenges remain due to minimal collateral, high-speed loan approval, and low digital financial literacy among consumers, which can lead to misunderstandings of legal and financial consequences. While regulations are designed to uphold prudential and consumer protection standards, their effectiveness depends on consistent OJK supervision, responsible implementation by providers, and improved public awareness of financial and legal obligations.

3.2. The level of compliance of PayLater users is reviewed from Soerjono Soekanto's legal compliance theory.

Analysis of PayLater user compliance based on Soerjono Soekanto's legal compliance theory indicates that most compliance is external, driven primarily by fear of sanctions such as late payment fines or credit limit restrictions, while habitual compliance occurs without deep understanding of legal consequences, and trust-based compliance remains low due to limited awareness that electronic contracts are legally binding and nonpayment affects credit records in the Financial Services Authority's Information System (SLIK) (Sulubara et al., 2024b). Internal factors influencing compliance include legal knowledge, personal financial management skills, and attitudes toward digital debt, while external factors include sanctions, provider monitoring, ease of access, and consumer culture, creating a pattern dominated by habit and external enforcement. From an Islamic law perspective, the 2.95% monthly interest resembles a qardh contract with additional profit, categorized as *riba qardh* and prohibited under Sharia, with DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 forbidding late payment penalties and emphasizing *gharar-free* transactions. Although legally permissible under Indonesian positive law (POJK, Consumer Protection Law, PDP Law), PayLater requires improved transparency and financial literacy. Reconciling both perspectives suggests restructuring PayLater using Sharia-compliant contracts such as *murabahah* or *ijarah* to ensure legal compliance, fairness, and ethical integrity, aligning financial practices with Islamic principles prohibiting *riba* and ensuring justice and transparency (QS. Al-Baqarah: 275).

PayLater, as a digital consumer financing service, contains elements that conflict with Sharia principles, primarily due to fixed additional fees that cannot be categorized as *ujrah* (service compensation) since no real service beyond standard administrative processes is provided, making the monthly interest more akin to *riba* rather than profit margin under *murabahah* contracts. The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Fatwa No. 17/DSN-MUI/IX/2000 prohibits Islamic financial institutions from profiting from late payment penalties, which must instead be used for social purposes. Furthermore, the lack of transparency may disadvantage consumers with low financial literacy, violating the Islamic prohibition on transactions involving uncertainty or speculation (HR. Muslim No. 1513). Although PayLater increases access to

financing, it can encourage overconsumption, debt dependency, and default risk, posing potential harm greater than its benefits. Legally, PayLater is regulated under POJK No. 77/POJK.01/2016 as a technology-based lending service, requiring compliance with Indonesian law, credit risk management, transparency, and effective consumer complaint mechanisms, while also adhering to consumer protection principles under Law No. 8/1999. To align with Sharia, PayLater business models should be reconstructed using compliant contracts such as murabahah, ijarah muntahiyah bittamlik, or diminishing musyarakah.

From the perspective of personal data protection, PayLater services involve the collection and processing of sensitive user data, including national ID numbers, biometric data, transaction history, and credit information, which must comply with the principles of prudence under Indonesia's Personal Data Protection Law (Law No. 27 of 2022) (UU PDP). Service providers are required to secure their electronic systems and obtain explicit user consent before processing personal data, with noncompliance potentially resulting in administrative or criminal sanctions. Additionally, the application of fixed interest rates and late payment penalties should align with contractual fairness and non-exploitative principles; lack of transparency or excessive charges may violate Article 18 of the Consumer Protection Law, which prohibits unilateral clauses that harm consumers. Low financial literacy in Indonesia reported below 40% by the Financial Services Authority (OJK) further increases users' vulnerability to digital credit risks, while current regulations do not mandate comprehensive financial education prior to accessing PayLater facilities. Therefore, although PayLater operations largely comply with existing laws, regulatory strengthening is needed regarding transparency, financial literacy, and protection against exploitative practices, alongside progressive OJK regulations and enhanced supervision to ensure a healthy, inclusive, and accountable fintech ecosystem in Indonesia's digital economy.

3.3. Analysis of Sharia Funds

Sharia-compliant funds form a cornerstone of Islamic finance, managing and distributing funds according to principles that prohibit *riba*, *gharar*, and *maysir*, while ensuring transparency and fairness (Wati & Hayati, 2023). These funds extend from productive financing through *musyarakah* or *mudharabah* to consumer transactions via *murabahah*, *ijarah*, or *qardh hasan*, promoting justice and preventing exploitation. In contrast, conventional PayLater services apply interest, hidden fees, and late penalties, violating Sharia by incorporating *riba* and *gharar*. To be Sharia-compliant, PayLater must use contracts such as *murabahah* or *ijarah*, ensure transparent terms, eliminate interest and commercial penalties, and operate under a Sharia Supervisory Board (DPS) to monitor compliance and allocate late fees for social purposes (Savila et al., 2024). Thus, conventional PayLater fundamentally conflicts with Islamic finance and requires restructuring to fully adhere to Sharia principles (Ananda et al., 2022).

3.4. Social and Economic Impact of PayLater Use

PayLater, as a digital financial innovation, has significantly shaped consumption patterns in Indonesia, particularly among young and active e-commerce users. Its convenience, fast approval, and aggressive promotions boost purchasing power, enabling consumers to buy goods without immediate payment, stimulating e-commerce growth and the digital economy. However, it also encourages debt-driven consumption among users with low financial literacy, limited understanding of interest and penalties, and poor repayment habits, potentially causing debt accumulation and financial instability. Socially, PayLater can reinforce a consumptive lifestyle, increase financial pressure, and trigger familial conflicts when debts remain unpaid. High default risks threaten fintech stability, affecting providers' credit risk, business continuity, and public trust. From an Islamic perspective, such practices contradict principles like *itsraf*, which prohibits excessive consumption, and the responsibility to manage debt wisely (QS. Al-Isra: 27). While PayLater enhances financial access and inclusion, its economic and social effects require careful management through financial literacy programs, stricter regulation, and

Sharia-compliant financing alternatives. A holistic approach involving government, regulators, fintech providers, and educational institutions is essential to ensure a digital financial ecosystem that is technologically efficient, socially responsible, and economically sustainable.

The legal implications of PayLater systems raise concerns for regulators, fintech providers, consumers, and Islamic financial institutions, as national regulations provide a framework for credit-based payments but do not fully accommodate Sharia principles essential for many Indonesian Muslims. From an Islamic law perspective, interest charges and late fees resembling *riba qardh* violate Sharia by generating unjust profit and exposing consumers to *gharar* and exploitation, contradicting *maqashid al-shari'ah* (Ridwanulloh, 2024). Fintech providers and financing partners must therefore restructure PayLater contracts to comply with Sharia principles, using *murabahah* or *musyarakah mutanaqisah* contracts to ensure *riba-free* financing, price transparency, and fairness (Wijayanti & Sulistyarningsih, 2023). Existing regulations by OJK and the Consumer Protection Act are insufficient regarding financial literacy, data privacy, and burdensome fees, necessitating updates to enhance transparency, contractual fairness, and digital financial education (Deviniati, 2024). Regulatory support from OJK and Kominfo is essential, including rules on interest transparency, penalty limits, and responsible data use (OJK, 2023; Kominfo, 2022), while DSN-MUI certification ensures Sharia compliance, allowing Muslim consumers to select verified services (DSN-MUI, 2023). Finally, promoting financial literacy, ethical consumption, and accessible dispute mechanisms protects consumers and advances PayLater systems technologically, economically, ethically, and legally, in line with both national law and Islamic principles.

3.5. Questionnaire Data Results

I am aware that buying and selling transactions using Paylater as a payment method are subject to applicable laws and regulations in Indonesia.

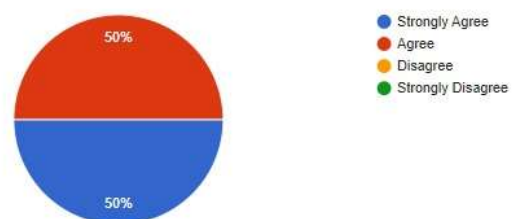
8 responses



Out of a total of eight respondents, 50% strongly agreed and 50% agreed that buy-and-sell transactions using Paylater are regulated and have a legal basis in Indonesia, with no respondents expressing disagreement. This indicates that all respondents have a clear understanding and awareness of the legal aspects of using Paylater in commercial transactions, although their level of confidence varies between agreement and strong agreement.

I am aware that the use of Paylater services may give rise to legal risks if it is not in accordance with the agreed terms and conditions.

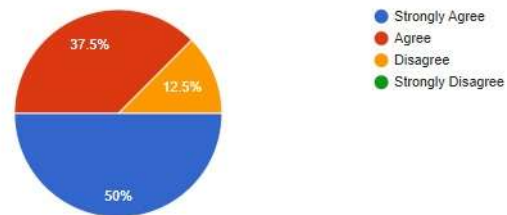
8 responses



Based on the diagram, all respondents demonstrate awareness of legal risks associated with using Paylater services if the terms of the agreement are not followed. Among the eight respondents, 50% strongly agreed and 50% agreed, with no respondents expressing disagreement, indicating a high level of awareness regarding potential legal consequences. This suggests that respondents have a good understanding of the importance of compliance with Paylater agreements, as violations can lead to legal ramifications (Rahmadhani & Nopriansyah, 2023).

I understand that Paylater services constitute a form of debt agreement between the service provider and the user.

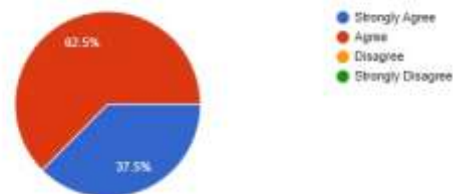
8 responses



Based on the diagram, most respondents understand Paylater services as a form of debt agreement between the service provider and the user. Out of 8 respondents, 50% strongly agree, 37.5% agree, and 12.5% disagree, with no respondents strongly disagreeing. This indicates that the majority have a good understanding of the legal essence of Paylater as a debt obligation, although a small portion remains unconvinced. Therefore, while respondents’ legal comprehension of Paylater is generally high, further socialization or education is recommended to eliminate any uncertainty regarding the service’s legal standing (Febia, 2023).

I understand that late payment of Paylater obligations may result in legal implications, including fines and sanctions.

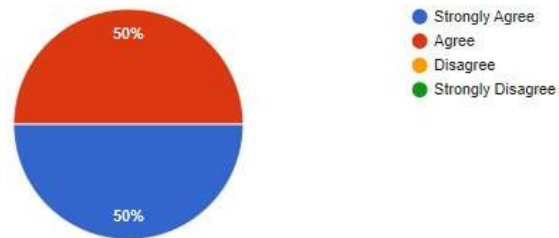
8 responses



Based on the diagram, the majority of respondents recognize that late payments on Paylater carry legal implications, including potential fines and sanctions. Out of 8 respondents, 62.5% agreed and 37.5% strongly agreed, with no respondents disagreeing or strongly disagreeing. This indicates that all respondents are aware of the legal consequences associated with delayed payments, highlighting their understanding that Paylater is not merely a financial transaction tool but a legally binding service subject to agreements, penalties, and sanctions (Somantri & Marlina, 2025).

I agree that the public must comply with legal regulations related to the use of Paylater services.

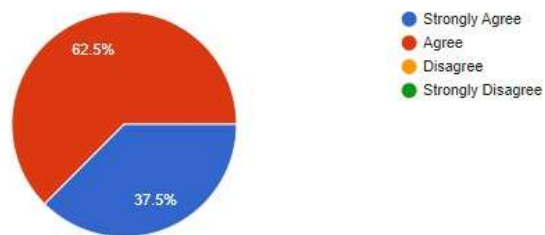
8 responses



Based on the diagram, all respondents acknowledged the importance of compliance with legal regulations governing Paylater usage. Of the eight respondents, 50% strongly agreed and 50% agreed, with none disagreeing. This indicates a high level of legal awareness among users, highlighting that adherence to laws is considered essential for maintaining order and security in digital financial transactions (Annisa, 2023).

I have a cautious attitude before using Paylater by reading the terms and conditions in advance.

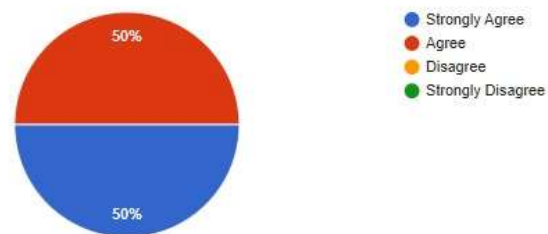
8 responses



Based on the diagram, most respondents exhibit cautious behavior before using Paylater services by reading the terms and conditions first. Out of 8 respondents, 62.5% agreed and 37.5% strongly agreed, with no one disagreeing. This indicates that all respondents are aware of the importance of understanding service rules before utilization, which helps minimize potential future risks. Therefore, the level of caution among respondents in using Paylater is considered high.

I agree that the enforcement of law against Paylater violations (such as breach of contract) is fair.

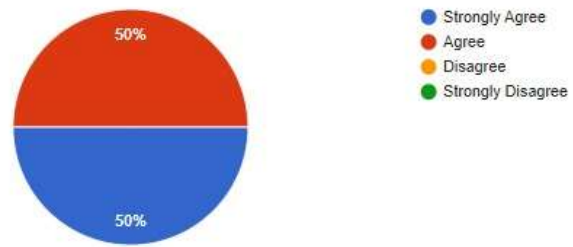
8 responses



Based on the diagram, all respondents agreed that the enforcement of laws regarding violations in using Paylater services, such as cases of default, is fair. Among the eight respondents, 50% strongly agreed and 50% agreed, with none disagreeing or strongly disagreeing. This indicates a unanimous perception that legal regulations addressing Paylater violations are a necessary measure to ensure justice and protect the rights and obligations of both service providers and users.

I always pay my Paylater bills on time in accordance with the applicable provisions.

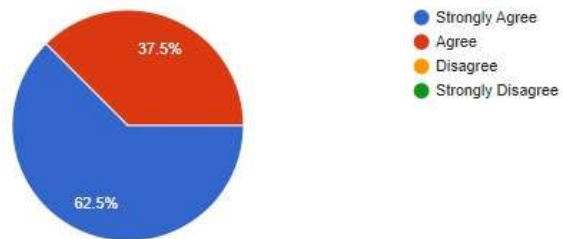
8 responses



Based on the diagram, all respondents demonstrated discipline in paying Paylater bills on time. Among the eight respondents, 50% strongly agreed and 50% agreed, with none disagreeing or strongly disagreeing. This indicates that respondents consistently fulfill their payment obligations punctually, reflecting high legal awareness and responsibility in using Paylater services (Nadia, 2025).

I never misuse Paylater for purposes beyond my financial capability.

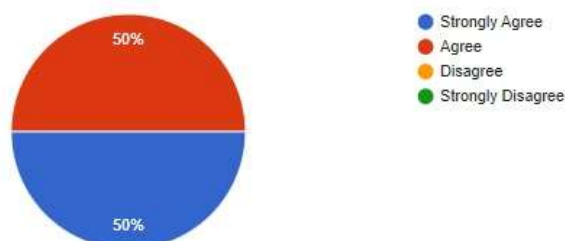
8 responses



Based on the pie chart, the majority of respondents indicated that they never misuse Paylater beyond their financial capacity, with 62.5% selecting “Strongly Agree” and 37.5% choosing “Agree.” No respondents selected “Disagree” or “Strongly Disagree,” demonstrating a uniformly positive and responsible attitude toward using the Paylater facility. This suggests that respondents generally use Paylater wisely and within their financial means.

I strive to comply with all legal regulations and agreements in buying and selling transactions using Paylater.

8 responses



Based on the survey results from eight respondents, perceptions of compliance with legal regulations and agreements in Paylater transactions are uniformly positive, with 50% strongly agreeing and 50% agreeing. No respondents disagreed, indicating a high level of legal awareness and carefulness in using Paylater services. Respondents demonstrated understanding of the legal basis, potential risks, and obligations related to timely repayment and the consequences of default, reflecting that Paylater is perceived not only

as a convenient financial tool but also as a legally binding instrument between providers and users. Moreover, most respondents emphasized the importance of reading and understanding terms and conditions before use, showing prudent and responsible financial behavior. Overall, the findings suggest that public awareness, legal understanding, and disciplined use of Paylater are relatively high, though ongoing education and socialization are recommended to ensure broader and deeper comprehension of Paylater's legal aspects.

4. Conclusions

Based on the analysis of PayLater transactions from an Islamic law perspective, it can be concluded that the current PayLater system contains elements inconsistent with Sharia principles. While Islam permits installment-based sales (*ba'i muajjal*), the operational structure of PayLater resembles a loan (*qardh*) with fixed interest, indicating the presence of *riba*, which is strictly prohibited in the Qur'an and Hadith. Issues such as unclear contracts, lack of transparency, and exploitative late fees create *gharar* and *zulm* in transactions. From the perspective of Indonesian positive law, PayLater operates under OJK Regulation No. 77/POJK.01/2016 and the Consumer Protection Law, yet gaps remain in contractual fairness, consumer protection, interest and fee transparency, and data privacy safeguards.

The findings have important legal implications: fintech providers must redesign PayLater contracts to comply with Sharia principles (e.g., using *murabahah*, *ijarah*, or *musyarakah* models) and ensure transparent fees and fair treatment of consumers. Regulators should strengthen digital BNPL regulations, enforce Sharia compliance, and improve consumer protection measures, while also promoting financial literacy to help consumers make informed decisions.

Future research is recommended to empirically test Sharia-compliant PayLater models by conducting surveys or interviews with users and fintech providers, comparing the acceptance, usability, and financial impact of conventional versus Sharia-based PayLater services. Such studies would provide quantitative evidence of the effectiveness, compliance, and consumer preference for Sharia-compliant fintech solutions, supporting policy-making and product design in the Indonesian digital finance sector.

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