

Analysis of The Suitability of Zalora Indonesia's Commerce Contract With Sharia Principles

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Abstract

Introduction to The Problem: Technological advances, especially the internet, have driven the rapid growth of e-commerce in Indonesia. So, examining the suitability of transactions on platforms such as Zalora with the principles of Islamic sale and purchase contracts is essential.

Purpose/Objective Study: This article explores the suitability of the sales and purchase contract in Zalora Indonesia's e-commerce platform with Sharia principles.

Design/Methodology/Approach: This research utilizes a qualitative method with an exploratory, descriptive analysis approach. This study's primary and secondary data sources are primary and secondary sources. Primary data sources were obtained directly from participant observation within the Zalora e-commerce application, where the researcher was directly involved as a buyer on Zalora Indonesia's platform. The observed data included the application of contracts in Zalora Indonesia and then comparing their suitability with Islamic contract principles. Secondary sources were taken from books and articles based on the Open Journal System (OJS) regarding contracts and e-commerce. The data obtained will be processed through a framework analysis method, and then the data will be organized into sentences corresponding to the findings. The techniques used in analyzing the collected data include classification, exploration, verification, and conclusion.

Findings: The research findings indicate that e-commerce transactions in Zalora, Indonesia, are based on the principles of sales and purchase contracts in Islam. Principles such as godliness, permissibility, honesty, equality, trust, commitment, welfare, keeping promises, willingness and agreement, transparency, and convenience have been applied in e-commerce transactions on Zalora Indonesia's platform..

Paper Type: Research Article

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Introduction

The rapid process of receiving information is inseparable from technological advances in conveying information in the contemporary era, with the internet being one of the modern mediums that have permeated various layers of people's lives. Based on data from the Central Bureau of Statistics, internet users significantly increased from 2016 to 2017, and future projections show a continuous

upward trend. In 2016, the number of internet users reached 132.7 million people and then increased to 143.26 million in 2017, reflecting a growth of 7.96%. This fact demonstrates that approximately 54.68% of Indonesia's population actively uses the internet, substantially shaping how people interact and access information in this digital era (Aysa, 2021). Even in 2021, there will be a significant increase in internet users from the age of 5, 62.10% of the population (Badan Pusat Statistik (BPS) Indonesia, 2021). Based on data on e-commerce users in 2021, there are around 158.65 million users (Mustajab, 2023). From the data obtained from Databoks, it can be seen that the clothing, accessories, and beauty equipment sectors are still dominated by Zalora in the second quarter of 2021, with the number of users reaching 3.4 million. This number far outperforms its competitors, such as Map Emall, with 589,600 users, 408,000 watches, and istyle, 391,100 users. Meanwhile, Orori has 156,600 users, Bro.do 106,200, Berrybenka 89,100, Bobobobo 83,800, Tess 26,300, Hijabenka 19,700, and Sorabel 14,800 (Jayani, 2021)

Indonesia, as a country with the largest Muslim population in the world, certainly practices Islamic teachings in various aspects, including economic activities to protect rights and maintain the benefit of society (Kato, 2018). Islam allows the practice of online buying and selling (salam) as long as the rights and obligations of sellers and buyers are protected, there is no fraud, and by the principles of the sale and purchase contract in Islam (Nirwandar, 2018). This permissibility refers to technological advances that allow transactions without direct meetings, making it easier for sellers and buyers to carry out economic activities through connected applications (He, 2024). Muslims still have to be careful when consuming goods, paying attention not only to the goods themselves but also to the manufacturing process until the goods reach the hands of buyers.

The discussion of online transactions or E-Commerce has been carried out by many academics in the form of scientific research with various objects of study, such as; First, zalora strategy: (Perdana & Wang, 2023); (Sastika et al., 2023); (Siregar & Fachrurrozi, 2023); (El-Ebiary et al., 2021); (Sfenrianto et al., 2018); (Pradana & Novitasari, 2017). Second, the urgency of business ethics contracts in e-commerce (Semrawi, 2010); (Wati et al., 2021). Third, e-commerce opportunities and challenges (Aysa, 2021); (Mustajibah & Trilaksana, 2021); (Handoko, 2016); (Kanthawongs et al., 2021); (Susilawati, 2023). Fourth, consumer protection (Irsyad & Irwan, 2022); (Espanol et al., 2021). Various literature has explained various dimensions of e-commerce studies, but there is still room to discuss e-commerce with new dimensions further. One of them is to review the suitability of the contract in e-commerce transactions with the sale and purchase contract in Islam. Therefore, this article complements the dimensions that have yet to be discussed by exploring the suitability of contracts in e-commerce transactions, focusing on Zalora Indonesia, which is engaged in the fashion and beauty sector.

This article explores whether e-commerce activities in the Zalora Indonesia application, which is engaged in the fashion and beauty sector, are by Islamic contract principles. The reason is inseparable from the data that has been found that the use of Zalora's e-commerce in 2021 was very popular and ranked first in buying and selling clothes and beauty tools online. So, studying the aspects of the contract transactions carried out in online buying and selling is interesting. Based on the author's hypothesis, e-commerce activities in the fashion sector have implemented the principles of the contract in buying and selling in Islam

The introduction should be clear and provide the issue to be discussed in the manuscript. Before the objective, authors should provide an adequate background, and a concise literature survey in order

to record the existing solutions, to show which is the best of previous research, to show the main limitation of the previous research, to show what you hope to achieve (to solve the limitation), and to show the scientific merit or novelties of the paper.

At the end of the paragraph, the author/s should end with a comment on the significance concerning the identification of the issue and objective of the research.

Methodology

Implementing in-depth studies involves a qualitative approach, and the media in processing data sources is library research with framework analysis. The research data sources consist of primary and secondary sources. Primary data sources are obtained directly from observations in the Zalora e-commerce application, and secondary sources are taken from OJS (Open Journal System) based books and articles on contracts and e-commerce. The data obtained will be processed through the framework analysis method by presenting it in text form and linking it to the concept of sharia principles from Zalora Indonesia e-commerce with descriptive delivery. The author obtained the data through the application of contracts that Zalora Indonesia has carried out and then compared the suitability of the contracts with Islamic contracts. This method involves presenting the data in text form and organizing the data into sentences based on the findings found in the field research. The data analysis technique consists of a series of steps, including classification, namely grouping several concepts of contracts and standardization in conducting sale and purchase contracts, then exposing the data from the contracts and adjusting the facts in applying e-commerce contracts with Islamic values. After that, verify the data obtained through analysis related to the concept of the contract with the facts in the use of e-commerce Zalora Indonesia, and produce conclusions from the data that has been collected and presented

Results and Discussion

Buy and Sell Transaction Process on Zalora Indonesia e-Commerce

Etymologically, the term “electronic commerce” or E-Commerce stems from the terms “electronic,” referring to the use of electronic technology and “commerce,” which means trade or business (Zahro & Mursid, 2022). E-commerce, or economic activity on both a micro and macro scale, is a form of economic activity involving various actors by utilizing the internet as a medium for product information, covering all commercial activity aspects. The general description of E-Commerce is to summarize all economic activities carried out online, whether the object is in the form of goods or services carried out electronically, involving various platforms and technologies to facilitate interactions between sellers and buyers (Al-Mashalah et al., 2022). By utilizing electronic media, E-Commerce allows transactions to be carried out online, providing ease of access and flexibility not limited by geographical or time constraints. In this context, E-Commerce encompasses various business models such as online stores, online auctions, and electronic services and payments that support the growth of the digital economy globally (Kiba-Janiak et al., 2021). It is important to note that these commerce activities are integral to the overall business activities. Therefore, it can be concluded that “e-commerce is part of e-business” (Utami et al., 2022)

This online trade is known as E-Commerce or electronic commerce, a trade transaction system that provides solutions for economic actors constrained by time and space limitations. With e-commerce, transactions can be made without physical meetings, and consumers can access various goods and

services from multiple locations without physically going to conventional stores. This significant evolution in commerce has enabled businesses to expand globally more efficiently (Kurniawati, 2019) These electronic transactions refer to business activities involving various parties, including consumers, producers, service providers, and intermediaries, using computer networks, particularly the Internet. E-commerce covers multiple types of commercial activities, and at present, most e-commerce transactions are conducted through web-based technologies, such as websites, the Internet, and extranets. E-Commerce refers to transactions conducted electronically through media such as the internet (Mustofa, 2016)

Zalora, both in its international version (Zalora.com) and Indonesian version (Zalora.co.id), has become a significant player in the e-commerce industry in Indonesia. Zalora is an online store platform that offers a wide range of fashion products from various brands, including regional and international brands. Catherine Sutjahyo founded Zalora in 2012, and the company has joined as part of the Zalora Group in Asia, which involves a presence in several countries, including Zalora Singapore, Zalora Malaysia, Zalora Vietnam, Zalora Taiwan, Zalora Thailand, and Zalora Philippines (Putri et al., 2023). Zalora.co.id has been recognized and rewarded by the Indonesian World Records Museum (MURI) as Indonesia's most familiar fashion sales link. This achievement is not surprising, considering the significant development achieved within a year of its establishment. Zalora.co.id has achieved this record thanks to its wide delivery range and the complete offering of fashion products from various brands for all people (Devi & Setyorini, 2016). The buying and selling process in Zalora Indonesia's e-commerce must be on something other than the internet. Several steps must be taken when buying and selling, including:

First, install the Zalora Indonesia app on Playstore/Appstore and register for an account.

The Zalora Indonesia application is usually not directly found in the default application of each cellphone, so prospective buyers must install the application. After the application is installed, prospective buyers choose which country to live in, considering that Zalora Indonesia's e-commerce does not originate from Indonesia but from Singapore. After creating a Zalora Indonesia account to be able to make buying and selling transactions by associating an email account

Second: Selecting goods and payment

The goods sold in Zalora Indonesia e-commerce differ from e-commerce in general, such as Shoope, Lazada, and others; this application only sells fashionable items such as clothes, shoes, sandals, bags, and beauty items. After having an account, prospective buyers can choose the items (fashion and beauty) they want to buy and enter them in the "input to Bag" column, then select the size and colour of clothes and shoes they want. Complete the address to find out the cost and time of delivery of goods. Then, continue checkout and go to the payment menu. Payment methods can be made through COD (Cash on Delivery), credit/debit card, and bank transfer.

Third: Shipping

After the buyer completes the payment process, the ordered product will be delivered by Zalora Indonesia to the buyer's registered address. This delivery uses third-party expedition services such as JNE, Ninja Express, and Grab. Shipping fees are charged based on the applicable rates at each shipping

service company, and the buyer bears these fees. This shipping fee is calculated with the packaged goods' nominal value. Fourth: Return and exchange process

For goods ordered through Zalora Indonesia e-commerce that have damage or wrong delivery of goods, then the buyer has the right to submit a complaint and restate the package and then replace it with goods that are in good condition or goods that match the order for 30 days after the goods are received. When received, this must be proven by attaching a video/photo of the item's condition. Some items like underwear, necklaces, and perfume cannot be restituted. When returning goods, the seller will receive the package after the team gets the goods returned by the customer and conducts quality control (QC) first. Only then will the return process to the seller be carried out. This process can take up to 7 days before the item is returned to the seller with the help of the SAP (3PL) system.

Conformity of Zalora Indonesia Transactions with the Principles of Akad in Islam

Etymologically, the akad is taken from Arabic, namely aqada, the fraction of the word is broken down, aqada-ya'qidu'-aqdan, which means binding, gathering, and promise (Ma'luf, 1986). The word aqad can be interpreted as combining the two ends of the rope and binding and gathering each other so that one with the other becomes connected and connected, then from the bond becomes an object that can be useful (Munawwir, 1984). Akad is a tasharruf bond in nature; words and actions arise from their own will and cause legal consequences because they involve their interests and others (Az-Zuhaily, 2014). Based on the Encyclopedic Dictionary of Economics, a contract is an agreement with the power of legality that two or more people can do; a contract can be equated with a written or unwritten contract that creates rights and obligations to be fulfilled (Injadat, 2014).

Akad can be understood as an action carried out by the perpetrator by his own will and by the opponent invited to bind himself to each other, such as marriage, divorce, sale and purchase, representation, pawn, and others (Zuhdi, 2017). Akad also means an agreement strengthened by ijab kabul based on Sharia rules that have implications for the object, usually leading to the transfer of ownership (Syafe'i, 2001). Not only does it transfer ownership, but a contract must be agreed upon and mutually agreed upon between the two parties with a bond and the parties involved in the agreement (Cipta, 2016). The existence of a contract in an act is a reminder that a bond between a person and another person causes legal consequences, both for the perpetrator of the contract and the object of the contract itself (Rahman & Amanullah, 2020). So, the occurrence of a contract made by two or more people indicates the transfer of ownership of an item to another person by exchanging it for an object of value, such as money (Rozalinda, 2019).

The principles of making a sale and purchase contract in Islam have yet to be explicitly found in the literature that explains them in detail and thematically. Until now, the principles of contracts have only been based on economic principles in Islam, so these principles are still considered general and used as a reference in making buying and selling contracts, especially online buying and selling. Due to these limitations, the author summarizes from various sources and forms a formulation in determining the principles of the contract in buying and selling so that it becomes a reference in determining the contract by the principles in making online buying and selling contracts by Islamic values, including:

Principle of Permissibility

Permissibility or al-Ibahah is a general principle in Islamic legitimacy that applies to various aspects of economic activity. This foundation is a general foundation found in Islamic rules and is based on the basic principles of fiqh. One of the rules of fiqh is “Everything is permissible until there is evidence that prohibits it” (Nakha’i & Ma’sum, 2011). The rules that serve as the foundation still provide as much space as possible in economic fiqh law to develop various ideas and creativity in forming new contracts, as long as these innovations do not violate the universal prohibitions in Islamic law (Sholikhin & Amijaya, 2019). Islam allows the practice of buying and selling in e-commerce (salam) (Saprida et al., 2022).

The Principle of Honesty

Honesty is the main foundation that supports the principles of truth because honesty is close to validity. Therefore, honesty and truthfulness are the main foundations on which contracts are based in Shari’ah, which is the validity of the agreement’s legality. If these principles are not upheld in the agreement, it can hurt its legality and cause conflict between the parties involved (Yulianti, 2008)

Principle of Equality

Mu’amalah relationships, which aim to meet the needs of living life, mainly involve individuals with advantages and disadvantages so that other people will make up for these shortcomings. So among fellow humans, there is the potential to complement each other, where individuals with their advantages can help take care of the shortcomings of different individuals. Related to the principles of equality and equity, the parties concerned are expected to determine their respective personal rights and obligations based on the principles of equality and equity. This means that each person must be implemented fairly and equally in the process, according to the values of justice in Islam, which emphasize the balanced distribution of rights and obligations by the capabilities of each party (Dewi, 2006).

Trust Principle

From the linguistic aspect, trust comes from Arabic, namely amanah, which has the same word as al-wafa (fulfil/deliver) and wadiah (entrustment); as for the context of the term, trust means fulfilling what is said and placed on it, creating a feeling of peace of mind without any worries (Suma, 2008). The principle of trust in the context of contracts aims to ensure that all parties involved have good intentions in the transaction and that no one is allowed to betray the other party. In this context, betrayal refers to reneging on an obligation, being disloyal, or betraying an agreement once made. In other words, reneging on a promise implies betrayal of the trust reposed in a person (Mohammed, 1988)

Binding Principle (Mabda’ al-Ilzam)

The principle of Mabda al-Ilzam in the context of contract principles in Islam refers to the principle of submission or obedience. This principle means that all parties involved in a contract must obey and follow all the provisions and agreements that have been agreed upon seriously. This reflects the concept of obedience to agreements and commitments taken in the contract (Salam, 2017). In practice, the principle of Mabda’ al-Ilzam means that each party involved in a contract must strictly comply with the agreement. They must carry out their obligations and responsibilities by the agreed

terms without violation or abuse. This is an essential aspect of the contract principle in Islam, as it reflects a commitment to abide by Islamic law and ethics in transactions and agreements.

Suppose one of the parties does not adhere to the principle of *Mabda' al-Ilzam* and violates the agreed agreement. In that case, the action is considered invalid in Islam, and the violating party can be liable for the violation before Islamic law. Therefore, the *Mabda' al-Ilzam* principle ensures fairness and integrity in Islamic contracts (Ardi, 2016).

Principle of Beneficence

The principle of benefit in the context of contracts is intended to ensure that the agreement that has been agreed to by all parties concerned aims to achieve good for them and is also prohibited from causing harm (*mudrahat*) or difficult conditions (*masyaqqah*). Suppose, in the agreement practice, a sudden and unexpected change in the situation causes severe damage to one of the parties and burdens them unfairly. In that case, the obligations in the agreement are conditionally matched with reasonable limits (Yulianti, 2008).

The Principle of Keeping Promises

The Prophet Muhammad's Hadith is translated as "Muslims are bound by their covenants, except those that forbid the lawful or make lawful the unlawful." An essential principle in Islam is that everyone who enters an agreement or contract must abide by the agreement's contents. The hadith is from 'Ali ibn Abi Talib: 'Ali ibn Abi Talib Radhiyallahuanhu and 'Abdullah ibn Mas'ud Radhiyallahu anhuma reported that Rasûlullâh Sallallahu alaihi wa sallam said: "A promise is a debt." The Precautionary Principle Based on the above understanding of the hadith, all the contract's provisions are considered obligations to be carried out by the contracting parties involved unless the contract conflicts with Islamic law, such as prohibiting the permissible or permitting the prohibited. In other words, compliance with agreements is a fundamental principle in Islam, as long as the deal is based on the values and principles of the religion (Muayyad, 2015).

Principles of Willingness and Agreement

The principle of Islamic legitimacy is that the contract arises after the process of *ijab* and *qabul*, which creates willingness among various parties. *Ijab* is a statement of one's will to realise the bond, while *Kabul* is a statement of consent to the relationship. When an agreement between two or more parties is reached through actions between the parties, a contract (*akad*) is formed. The deal gives rise to rights and obligations for those involved, agreeing on a norm of compliance/film (Semrawi, 2010). The application of the concept of willingness in transaction contracts requires that buyers and sellers are both willing and willing to the transactions carried out; the buyer is willing to spend money and pay for what has been purchased, and the buyer is willing to pay for the goods sold so that the transaction brings blessings (Rozalinda, 2019)

Principle of Equality

Executing contracts in *muamalah* can be done by anyone, regardless of ethnicity, religion, skin colour, etc. So, during the contract formation process, the parties involved establish their rights and obligations based on the principles of equality and equity. No act of oppression is permitted in the

contract. Therefore, it is not permissible to differentiate individuals based on skin colour, religion, customs, and race (Santoso, 2016). This diversity is part of the wisdom of Allah’s creation. The reality is that some societies have more materials while others have less. In the context of social relations, society as a creation of Allah SWT that needs a social environment is expected to interact, support each other, and complement each other, finally creating harmony and balance in life. The same applies to agreements, where each group chooses its rights and obligations based on universal principles (Khadduri, 1984).

Principle of Transparency

Activities in implementing the sale and purchase contract up to the distribution of carrying out obligations and receiving rights must be open to avoid mistakes, and the parties can be held accountable if one party violates the agreement (Musofiana & Indarti, 2023). So transparency in transactions is a principle that should not be eliminated, because without transparency among economic actors, especially economic activities in e-commerce, it is hazardous, acts of fraud, data theft are a significant risk.

Principle of Ease

The purpose of implementing the contract is to facilitate each other's affairs because humans need each other. To facilitate an understanding of the principles of economic transaction activities in Sharia, the author has simplified them in the form of the following table with the corresponding indicators:

Table 1. Principles of Buying and Selling in Islam

No	Principle of Akad	Indicator
1.	Permissibility	<ul style="list-style-type: none"> ● Islamic Law ● Indonesian Law ● MUI Fatwa
2.	Honesty	<ul style="list-style-type: none"> ● Seller ● Buyer ● Item
3.	Equality	<ul style="list-style-type: none"> ● Services
4.	Trust	<ul style="list-style-type: none"> ● Trust in the seller ● Trust in to buyers ● Trust in third parties (app)
5.	Binding	<ul style="list-style-type: none"> ● The buyer and seller will be bound by the sale and purchase agreement so that the salam binds both sale and purchase practice
6.	Prosperity	<ul style="list-style-type: none"> ● Subjects and objects of transactions contain benefits and benefits.

7.	Keeping Promises	<ul style="list-style-type: none"> Shipping and receiving of goods Returns/refunds
8.	Willingness and Agreement	<ul style="list-style-type: none"> Has fulfilled the ijab and qabul contract
9.	Transparency	<ul style="list-style-type: none"> Details of items sold Price Delivery process
10.	Ease	<ul style="list-style-type: none"> Ease of selling Ease of purchase

In the online buying and selling transaction flow on e-commerce sites, users browse Zalora Indonesia products, select the desired items, and add them to the shopping cart. After that, buyers checkout, providing shipping information and paying via the chosen method. The seller then confirms the order, processes the shipment, and provides a tracking number. Buyers can track the status of their shipment, and when the goods are received, they provide feedback or reviews about their shopping experience. The principles in Sharia-compliant economic activities can be seen in various forms, as described in the table below:

Table.2 Implementation of Akad Principles in Zalora Indonesia’s e-Commerce Transactions

No	Principle of Akad	Indicator	Zalora Indonesia In-App Implementation
1.	Permissibility	<ul style="list-style-type: none"> Islamic Law Indonesian Law MUI Fatwa 	<ul style="list-style-type: none"> Islamic law allows salam sale and purchase as long as the parties involved do not commit fraud, the goods sold are apparent, and the opportunity to khiyar is available if the goods are damaged or not by the order Indonesian law already regulates Law Number 7, the Year 2014 on Trade (Trade Law), and Government Regulation Number 82, the Year 2012, on Implementing Electronic Systems and Transactions (PP STE) MUI’s fatwa on salam contracts is DSN MUI No. 05/DSNMUI/IV/2000.
2	Honesty	<ul style="list-style-type: none"> Seller Buyer Item 	<ul style="list-style-type: none"> Sellers selling goods at Zalora Indonesia have applied the principle of honesty in selling their goods; this is evidenced by explaining the goods sold Buyers have also been honest in payment by attaching proof of order and payment. If the

			<p>goods are damaged during the delivery process, photos/videos of the goods prove this.</p> <ul style="list-style-type: none"> •The availability of accurate information described by the seller in the app and comprehensive information on the quality, price, and delivery schedule of the goods. •Absence of fraud
3	Equality	<ul style="list-style-type: none"> •Services 	<ul style="list-style-type: none"> •There is no difference in service to consumers in buying and selling services
4	Trust	<ul style="list-style-type: none"> •Trust in the seller •Trust to buyers •Trust in third parties (apps) 	<ul style="list-style-type: none"> •Paying for the goods purchased before they arrive demonstrates trust in the seller. Payment can also be made when the goods arrive in the seller's hands •Trust the buyer by accepting damaged goods to be exchanged for non-damaged goods •Both sellers and buyers also trust third parties (applications) in the process of buying and selling transactions in the form of e-commerce in the field of fashion and beauty.
5	Binding	<ul style="list-style-type: none"> •The buyer and seller will be bound by the sale and purchase agreement so that both are bound by the salam sale and purchase practice. 	<ul style="list-style-type: none"> •The subjects of buying and selling in transactions are buyers and sellers. Buyers feel the impact of the problem with the ease of buying goods in e-commerce Zalora Indonesia. The seller also feels the benefit •The object of sale is goods (fashion) that are valuable for humans to fulfil their clothing needs. •The permissibility of salam trading is maslahat because of the mutual benefit of the seller, the buyer and the third party as an intermediary.
6	Prosperity	<ul style="list-style-type: none"> •Subjects and objects of transactions contain benefits and benefits 	<ul style="list-style-type: none"> •The delivery of objects from the seller to the buyer is carried out according to the schedule in the application. •If the object is damaged or wrong in the delivery of the order, the buyer can exchange the goods by sending the goods back to the seller
7	Keeping Promises	<ul style="list-style-type: none"> •Shipping and receiving of goods •Return/Refund 	<ul style="list-style-type: none"> •The process of sending goods ordered through Zalora Indonesia e-commerce is by the estimated delivery time •The seller and Zalora Indonesia accept khiyar majlis when the steps are on the "Bag" page.

			Then there is khiyar syarat and aibi if the item is damaged to be sent back and receive the appropriate item. If the item being exchanged is out of stock, then Zalora Indonesia provides the option to return the money because it cannot replace the item you want to trade.
8	Willingness and Agreement	<ul style="list-style-type: none"> ●Has fulfilled the ijab and qabul contract 	<ul style="list-style-type: none"> ●The ijab process is carried out after selecting the goods to be purchased and including the buyer's address ●The qabul process is carried out when the buyer has ordered the goods as evidenced by the information in the Zalora Indonesia application and prepares the delivery of goods. ●Explanations related to goods sold are explained in detail, such as material, colour, size, and price, so that there is no element of fraud in Zalora Indonesia transactions
9	Transparency	<ul style="list-style-type: none"> ●Details of items sold ●Price ●Delivery Process 	<ul style="list-style-type: none"> ●The items sold have been described in the description column, so the items purchased are already known by their description ●The items sold are based on the prices listed in the application, so there are no additions, except shipping costs adjusted to the destination area. ●The delivery process is carried out transparently; this can be proven by the receipt number provided after making payment or finalizing the purchase of goods
10	Ease	<ul style="list-style-type: none"> ●Ease of selling ●Ease of purchase 	<ul style="list-style-type: none"> ●Sellers can feel the convenience only through the application, which displays photos and detailed descriptions of goods so potential buyers can understand. ●For buyers, it is also easy to buy goods that do not have to go to the store; look at the photo and read the description of the item, then they can buy it.

Islamic law is very elastic and can adjust to the conditions of the situation and time so that everything is resolved, including the issue of the validity of salam buying and selling, or the popular term today is e-commerce (Khaidir et al., 2023). The debate regarding the permissibility of conducting transactions in the form of e-commerce has ups and downs in categorizing the validity or invalidity of buying and selling because it needs to meet the terms and conditions of buying and selling. (Dedi, 2022). However, few classical and contemporary scholars allow forms of buying and selling that are familiar in

today's modern era. The values and principles in Islam must accompany this permissibility that the goods sold are not goods that are gharar and a transparent contract so that between the seller, buyer, and third party as a container in the form of a platform must be transparent and mutually open so that the essence of buying and selling is mutual consent and willingness between one another so that buying and selling activities cause maslahat and goodness (Febriandika et al., 2022).

One of the e-commerce media platforms focusing on fashion and beauty is Zalora Indonesia. Operating as a service sector that markets producer products that focus on the clothing and beauty equipment segment, Zalora Indonesia is familiar to millennials and Generation Z (Lestari, 2019). Several discussion points need to be considered in the context of Zalora Indonesia's e-commerce transactions. First, the transaction contract process involves ordering products through Zalora's online platform. Users must understand the purchasing mechanism, including pricing, product types, and available payment methods. In addition, transparency regarding the return policy is also an essential point in this transaction contract. Also, handling product returns must meet expectations for consumers who experience damage in the shipping process.

Research into Zalora Indonesia's e-commerce transaction contracts has opened up a deeper understanding of the extent to which the platform complies with Islamic contract principles. One of the striking findings is the transparency in pricing and payment mechanisms. Zalora determines product prices and provides Sharia-compliant payment options, such as selecting payment methods without usury. The importance of fairness and partiality towards customers is also reflected in this research. Zalora Indonesia pays sufficient attention to the return policy based on Islamic values of justice. This creates a sense of security and trust for consumers, who know the platform will respect and guarantee their rights. In addition, this study reveals that Zalora Indonesia is committed to the security of online transactions, including protecting customers' personal and financial information. This aligns with Islamic contract principles that emphasize safeguarding consumer rights and protection. In this reflection, it must be recognized that while Zalora Indonesia has demonstrated conformity with some Islamic contract principles, there is still room for improvement. Further steps may be needed to improve the understanding and implementation of Sharia values in certain aspects to better meet Islamic expectations and ethical standards in business and e-commerce.

Zalora Indonesia does not use the term "sharia" in naming the platform as a party that markets products. However, implementing the transaction process, from the contract to the delivery of goods to consumers, has applied the principles of Islamic contracts. Based on these findings, it is concluded that there is no reason to cancel the sale and purchase because it does not comply with the terms and conditions of the sale and purchase, which is the reason for prohibiting this transaction. Although it is considered that there is no element of gharar or fraud in Zalora Indonesia's e-commerce, people should avoid excessive consumptive attitudes; buying for reasons of necessity is permissible, but buying because of lustful desires should undoubtedly be avoided because exaggeration of something is not an Islamic teaching in muamalah

Conclusion

The legality of Islamic norms, which comes from the Qur'an and Hadith, has elasticity in seeing various phenomena, including online economic activities or E-Commerce. Various conveniences obtained by actors from both sellers and buyers, such as not having to meet so that they can maximize

more helpful time to be more creative and innovative, and the breadth of the market, but some disadvantages occur, such as fraud, uncertainty of goods arriving, errors in the delivery of goods, and so on to bring damage to the principles of willingness, honesty, and the principles of the sale and purchase contract. So the principles of contracting to do muamalah, including E-Commerce buying and selling, must be applied to maintain the concept of halalan wa thayyiban in transactions, the seller gets the benefits of his trade in a halal and good way from a religious perspective, on the other hand, economic actors who include buying and consuming these goods feel happy and fulfilled what they need. Some of the contract principles in Islam when buying and selling, including the principles of divinity, the permissibility of honesty, equality, trust, binding, benefit, keeping promises, willingness and agreement, transparency, and convenience, have been applied in Zalora's buying and selling transactions..

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