

**ANALYSIS OF ENDORSEMENT SERVICE COOPERATION AGREEMENTS  
FROM THE PERSPECTIVE OF FIQH MUAMALAH  
(Case Study of Local Influencers in Banda Aceh)**

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**Abstract**

This research has the practice of Jasa endorsing a cooperation agreement between influencers and business actors in Banda Aceh City, based on Fiqh Muamalah. Research using qualitative introductory language with case studies and interviews of several local influencers. Research results show that practical support in Banda Aceh is generally carried out informally through oral opportunities or clear, written contract brief messages. This implicates the emergence of undergarments and tadlis, especially regarding the unclear object of service, payment mechanisms, and obligations of each party. The analyst Fiqh Muamalah indicated that the endorsement account could be categorized as a looted deed. Still, its validity was often given because it did not fully meet the terms and conditions of the deed. This research provides a normative and practical perspective using an endorsement contract model that conforms to Sharia principles, so it can be a reference for businesses, influencers, and regulators in fostering fair, transparent, and Islamic digital business practices.

**Keywords:** *Fiqh Muamalah, Endorsement, Influencer, Ijarah, Gharar, Tadlis*

### **Abstrak**

Penelitian ini membahas praktik perjanjian kerja sama jasa endorsement antara influencer dan pelaku usaha di Kota Banda Aceh dalam perspektif Fiqh Muamalah. Penelitian ini menggunakan pendekatan kualitatif dengan studi kasus dan wawancara terhadap beberapa influencer lokal. Hasil penelitian menunjukkan bahwa praktik endorsement di Banda Aceh pada umumnya dijalankan secara informal melalui kesepakatan lisan atau pesan singkat tanpa kontrak tertulis yang jelas. Hal ini berimplikasi pada munculnya unsur gharar dan tadlis, terutama terkait ketidakjelasan objek jasa, mekanisme pembayaran, serta kewajiban masing-masing pihak. Analisis Fiqh Muamalah mengindikasikan bahwa akad endorsement dapat dikategorikan sebagai akad ijarah, namun keabsahannya sering kali lemah karena tidak sepenuhnya memenuhi rukun dan syarat akad. Penelitian ini berkontribusi dalam memberikan perspektif normatif sekaligus praktis mengenai penyusunan model kontrak endorsement yang sesuai dengan prinsip syariah, sehingga dapat menjadi rujukan bagi pelaku usaha, influencer, dan regulator dalam mengembangkan praktik bisnis digital yang adil, transparan, dan sesuai dengan hukum Islam.

**Kata kunci:** *Fiqh Muamalah, Endorsement, Influencer, Ijarah, Gharar, Tadlis*

### **INTRODUCTION**

The development of information technology has brought significant changes in various aspects of human life, including in the field of the digital economy. One prominent phenomenon is endorsement, a product or service promotion activity carried out by influencers through social media such as Instagram, TikTok, or Facebook. The practice of endorsement by influencers through social media has become an integral part of digital marketing strategies in recent years.<sup>1</sup> The discourse on this activity continues to grow, not only in the context of economics and communication, but also from the perspective of Islamic law, particularly fiqh muamalah. Some argue that endorsement can be a valid ijarah (service rental) contract if it fulfills the specified pillars and conditions. However, the practice in the field shows uncertainty in the implementation of the agreement, such as the absence of a written contract and the blurring of responsibilities between the parties to the transaction. The author of this article believes that although endorsements can, in

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<sup>1</sup> R Hidayat, "Akad Digital Dalam Perspektif Fiqh Muamalah," *Journal of Islamic Law* 7, no. 2 (2021): 218.

principle, be justified in Sharia, the actual practice often does not entirely fulfill the provisions of fiqh, especially in the aspects of contract clarity and legal certainty. Therefore, this research seeks to criticize the validity of the practice and offer a normative solution based on fiqh muamalah.

The practice of endorsement by influencers in Banda Aceh shows that product promotion cooperation through social media has become an essential part of the marketing strategy of business actors. Influencers utilize platforms such as Instagram and TikTok to establish business relationships with product owners by offering promotional services in the form of photo uploads, videos, or live streaming sessions.<sup>2</sup> Businesses also see that the effectiveness of promotion through influencers tends to be greater than conventional advertising because it is closer to the daily lives of their audience.

However, this cooperation is conducted chiefly informally. There is no practice of systematically drafting written contracts between influencers and product owners. The agreement is only conveyed through online communication such as DM (direct message) or the WhatsApp application. The agreements reached are not set out in legal documents that are valid and normatively binding.

The absence of a written agreement results in several problems, both from the influencer's side and the product owner's side. Influencers claim to have experienced late payments and even canceled payments by brands, even though the content has been created and uploaded as requested. On the other hand, product owners also shared experiences where influencers were late uploading content, or the content created did not match the brief discussed earlier. This shows that without an explicit agreement document, both parties do not have a strong foothold in claiming rights and assuming obligations.

In the context of fiqh muamalah, this can be related to the issue of the contract's validity. Based on the theory of ijarah contracts, service rental agreements must include clarity of benefits, value of compensation, duration, and the willingness of both parties. Field findings show that these elements are often not clearly specified in the agreement between the influencer and the product owner. In some cases, payments were made only partially, or the implementation of services was not in accordance with the contents of the initial agreement. Such uncertainty can be categorized as a form of gharar, which is prohibited in muamalah transactions.<sup>3</sup>

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<sup>2</sup> A Firmansyah, "Tren Endorsement Dan Pengaruhnya Terhadap Pemasaran Produk Halal Di Indonesia," *Jurnal Ekonomi Syariah* 8, no. 2 (2022): 50.

<sup>3</sup> A Sulaiman, *Gharar Dalam Akad Muamalah Kontemporer* (Jakarta: Kencana, 2021).

In addition to gharar, the potential for tadlis or fraud can also occur, especially when product reviews are exaggerated and do not match the quality. In some cases, influencers feel compelled to deliver overly positive reviews to remain acceptable to the brand, even though their personal experience with the product does not fully match the promotional claims. This poses a risk of information manipulation, which is against the principle of honesty in Islamic muamalah.<sup>4</sup>

Interviews with several influencers and product owners in Banda Aceh confirmed that most endorsement deals are done through short conversations on social media without a standardized contract. "Usually we only agree on the price and type of content through chat, there is no black and white," said one influencer.<sup>5</sup> Similarly, a local business owner claimed to have experienced delays in payment and differences in perception regarding the duration of content impressions.<sup>6</sup>

Previous studies have also shown that endorsement practices not accompanied by a written contract are prone to disputes between the parties involved.<sup>7</sup> There are disputes regarding the amount of payment, the quality of the content, and the sustainability of the collaboration. In the context of Indonesian positive law, the conditions for the validity of an agreement refer to Article 1320 of the Civil Code, while in muamalah fiqh, the validity of the contract is determined by the fulfillment of the pillars and conditions of ijarah, which include sighat (ijab kabul), transparent objects, and transparently agreed rewards.<sup>8</sup>

Nonetheless, influencers and product owners show Sharia awareness. Most of them stated that they are selective in accepting products to endorse, considering aspects of halalness, decency of content, and honesty in conveying information. However, their understanding of Islamic economics' contract structure and legal principles is still limited. They admit to having heard of terms such as ijarah contracts, but do not have practical guidelines to apply them correctly in endorsement cooperation.

Looking at the practice, it can be concluded that although endorsement by influencers has become a socially established part of economic activity, from the perspective of fiqh muamalah, this practice still leaves many fundamental problems. The absence of a written contract, unclear responsibilities, and a lack of

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<sup>4</sup> F Rahman, "Konsep Tadlis Dalam Transaksi Jasa," *Jurnal Hukum Islam* 4, no. 1 (2020): 126.

<sup>5</sup> The following are the results of an interview conducted with Cut Salwa A., an influencer in the city of Banda Aceh, on April 7, 2025.

<sup>6</sup> The following are the results of an interview conducted with Sheeby, an influencer in the city of Banda Aceh, on April 4, 2025..

<sup>7</sup> Ismail M, "Analisis Risiko Gharar Pada Akad Jasa Di Media Sosial," *Jurnal Hukum Ekonomi Syariah* 5, no. 3 (2021): 82-83.

<sup>8</sup> Rahman, "Konsep Tadlis Dalam Transaksi Jasa."

understanding of the structure of Sharia law make this cooperation vulnerable to disputes and violations of muamalah ethics. These findings are essential for assessing the validity of endorsement contracts from a fiqh perspective and offering normative solutions to ensure legal certainty per Islamic principles.

Based on the background described, this research has several objectives to be achieved. The primary focus is to analyze the models of endorsement service cooperation agreement practices commonly used by local influencers and business actors in Banda Aceh City using the Fiqh Muamalah framework. In addition, this research aims to examine the validity of endorsement contracts from the perspective of Islamic law, by assessing their suitability for contract categories such as ijarah and other forms of contracts, as well as tracing the fulfillment of the pillars and conditions, including the potential for the emergence of elements of gharar and tadlis. Furthermore, this research is directed at formulating a normative solution in the form of an endorsement agreement model that is in line with Sharia principles, to provide legal certainty and practical guidelines for business actors and influencers in carrying out digital business activities in Aceh.

## **METHODS**

This research uses a normative-empirical legal approach, which combines the study of Islamic law theory and observation of real practices in the field. The normative approach is used to examine the provisions of fiqh muamalah, the pillars and conditions of ijarah contracts, and the fatwa of the National Sharia Council of the Indonesian Ulema (DSN-MUI) regarding the practice of service transactions and social media. Meanwhile, an empirical approach is applied to directly observe how endorsement practices are carried out by influencers and business actors in Banda Aceh, and how they build cooperation agreements in the context of sharia law. It is applied through in-depth interviews with seven informants selected based on specific criteria, namely:

1. Three (3) local influencers in Banda Aceh are active on social media (especially Instagram), domiciled in Banda Aceh, and have experience receiving various forms of endorsement cooperation.
2. Three (3) businesses/product owners who operate in Banda Aceh have used or are using the services of local influencers to promote their products or services.

The type of data used in this research consists of primary and secondary data. Primary Data: Primary data is obtained directly from the first source in the field. This data will be collected through in-depth interviews with informants specifically selected to provide views from various sides involved in the endorsement practice.

The interviews are semi-structured, with guiding questions that lead to information about the form of cooperation, the agreement's content, the payment system, the implementation of rights and obligations, and the obstacles in implementing collaboration. Meanwhile, secondary data was obtained through a literature study of fiqh books, academic journals, scientific articles, and relevant contemporary references regarding Islamic economic law and muamalah contracts, as well as fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI).

The data sources in this study were purposively selected based on the criteria of direct involvement in endorsement practices. The informants comprised three influencers and three product business owners who live or are active in Banda Aceh. The informants were chosen because they have experience establishing endorsement cooperation and can provide an in-depth description of the ongoing practices, including the agreement dynamics and problem-solving they face.

The data obtained from the interviews were then analyzed using the descriptive-qualitative method. Each interview result was classified based on the main themes such as the form of the contract, the agreement process, the clarity of the agreement's contents, the form of payment, and the implementation constraints. The data was then studied normatively by comparing the practices in the field with the theories of fiqh muamalah that form the basis of Islamic legal analysis. The deductive approach is used to conclude the general principles of fiqh for the specific cases that occur in the practice of endorsement by influencers in Banda Aceh.

Through this approach, the research seeks to identify the extent to which the endorsement practice has fulfilled the legal requirements of the contract according to fiqh muamalah, as well as assessing the aspects of legal certainty in the implementation of the rights and obligations of the parties. Thus, this research serves as a theoretical study and provides practical contributions for digital business actors in building legal, transparent, and Sharia-compliant cooperation contracts.

## **RESULTS AND DISCUSSIONS**

### **1. Model and Practice of Endorsement Cooperation Agreement in Banda Aceh**

The results show that the agreement pattern between influencers and business owners in Banda Aceh is mostly informal. The agreement is usually only outlined through digital communication such as WhatsApp or Instagram Direct Message, without the support of a binding written contract. This practice confirms that personal trust is still dominant in establishing cooperation, even though endorsement activities have become part of the modern business ecosystem.

Based on the informants' testimonies, the agreement process begins with a cooperation offer sent by the business owner through private messages. Desy NS admitted that she never signed an official contract, because the agreement was made through a short conversation on the messaging application.<sup>9</sup> Izzatul Jannah added that the deal is usually finalized through a brief discussion about the fee, type of content, and upload schedule.<sup>10</sup> Cut Salwa A explained that even without a contract document, the conversation still touched on detailed aspects, such as the duration of uploads, the amount of content agreed upon, and the format requested by the brand whether it was a photo, story or video.<sup>11</sup> This fact shows that there is an effort to clarify the scope of work. However, the method used is still simple.

The product owner gave a similar explanation. Pufa Cosmetic said verbal agreements are more practical, especially for short collaborations. Sheeby Beauty also admitted that the agreement was enough through chat or email to be more flexible. Hayana Shop has a slightly different view. Formal contracts have become a requirement for high-value partnerships or with professional influencers who have management.<sup>12</sup> This shows a difference in treatment between small-scale collaborations and collaborations involving larger commercial interests.

Payment systems revealed through the interviews vary. Bank transfer after the content is published is the most commonly used mechanism. However, some collaborations are paid with products. Cut Salwa once received cosmetic products as compensation without additional cash. This bartering pattern is quite common, especially when influencers are still in the early stages of their career or when the product's value is considered high. This phenomenon shows the diversity of rewards agreed upon by the parties.

When viewed from the Fiqh Muamalah framework, this kind of agreement can be categorized as an ijarah contract because promotional services are provided for a sure reward. Oral agreements are valid as long as they fulfill the main requirements, namely the existence of the parties to the contract, the clear object, the expression of *ijab qabul*, and the *halal* payment.<sup>13</sup> However, informal practices often leave ambiguities. For example, the amount of content uploaded can be interpreted

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<sup>9</sup> The following are the results of an interview conducted with Cut Salwa A., an influencer in the city of Banda Aceh, on April 7, 2025

<sup>10</sup> The following are the results of an interview conducted with Izzatul Jannah, an influencer in the city of Banda Aceh, on April 9, 2025.

<sup>11</sup> The following are the results of an interview conducted with Desi NS., an influencer in the city of Banda Aceh, on April 12, 2025.

<sup>12</sup> The following are the results of an interview conducted with Business owners in the city of Banda Aceh, on April 12, 2025.

<sup>13</sup> Wahbah Al-Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu* (Damaskus: Dar al-Fikr, 2011).

differently, or quality standards are not discussed in detail. This opens up the potential for gharar, which in Islamic law should be avoided. In addition, the form of payment for products is permissible as long as both parties are willing. However, the potential for injustice arises if the product's value exceeds the promotional services provided. This requires equality so the contract remains valid and does not harm either party.

The findings of this study show that endorsement agreements in Banda Aceh are still dominated by oral patterns that rely on mutual trust. This model provides convenience for small business owners but is not strong enough to provide legal protection when disputes arise. The fact that some business owners have started to use written contracts shows a change towards a more formalized approach.<sup>14</sup> For endorsement practices to be more in line with the principles of justice in Islam while providing legal certainty, a simple contract design is needed that can be used by both influencers and business owners. The contract should at least include the type of content, number of uploads, fees, payment mechanism, and revision rules. That way, the risk of gharar can be minimized, and cooperation practices are more in line with the principles of Fiqh Muamalah. The interview results show that endorsement agreements not in a written contract often cause problems between influencers and business owners. Cooperation that is initially considered simple has the potential to lead to disputes when there are differences in interpretation. This situation was experienced by almost all informants involved, both influencers and product owners.

## **2. Problems in Practice and Dispute Resolution**

Several influencers admitted to facing serious obstacles, especially in payment. Izzatul Jannah recounted her experience when she had to deal with late fee transfers. She emphasized that after the content was uploaded as requested, the brand asked for additional revisions that were never agreed upon at the beginning of the agreement. This condition creates a new workload without clarity of reward. In fact, there were cases when the fee was never paid. A similar situation was expressed by Cut Salwa, who felt aggrieved because the brand refused to settle the payment because the content was not as directed, even though she thought she had followed the instructions given at the beginning. Desy NS added another form of problem, namely the mismatch of products sent by the brand. The promised goods differed from what she received, making it challenging to show authentic content.

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<sup>14</sup> S. S Harahap, "Perlindungan Konsumen Dalam Praktik Endorsement," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 10, no. 1 (2022): 108.



This experience indicates that the unclear contract is not only about payment, but also about the quality of the endorsed product.

Business owners are also not free from obstacles. The owner of Hayana Shop shared her experience dealing with undisciplined influencers. Content that was supposed to go live on time was delayed without notice. There are also cases where the results of the photos do not match the quality standards that have been discussed. The owner of Pufa Cosmetic faced a more severe problem, namely an influencer who simultaneously promoted a competitor's product, even though there was an exclusivity agreement. Such actions are considered to undermine trust and damage marketing strategies. The findings show that both influencers and business owners are vulnerable to default. Without a written contract, aggrieved parties have difficulty claiming their rights formally. Disputes then rely solely on good faith and re-communication.

The majority of issues that arise are usually resolved through informal negotiations. Influencers try to contact brands to ask for clarity or additional fees, while business owners try to re-emphasize the agreement points that have been conveyed previously. Desy NS, for example, managed to resolve the product discrepancy issue by extending the duration of the content and increasing the fee. This compromise strategy emphasizes that both parties still prioritize deliberation. However, if a new agreement is not reached, many informants choose to surrender, making it an experience to be more careful in the next cooperation. Izzatul Jannah said that when there is no solution, she only makes it a lesson to be more selective in choosing brands. This phenomenon indicates that no formal mechanism can be relied upon, so the parties more often bear their own losses.

The problems that arise in this practice can be explained through the concept of *fiqh muamalah*. The lack of clarity in the contract leads to *gharar*, especially regarding the time of payment, content quality standards, and product clarity. The case of competitor product promotion also contains ethical issues. Endorsements made simultaneously for two similar products can mislead consumers because they create a dishonest perception. From a *fiqh* perspective, this contradicts the principles of trustworthiness and fairness. An ideal *ijarah* agreement should provide clarity on the scope of services as well as prohibit actions that could potentially harm the employer.<sup>15</sup>

Field findings show that disputes in endorsements in Banda Aceh more often occur because the agreement is not clearly outlined. The vagueness of the agreement opens up opportunities for both parties to reinterpret the agreement. As a result,

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<sup>15</sup> Sulaiman, *Gharar Dalam Akad Muamalah Kontemporer*.

many problems are resolved through deliberation without a strong legal basis. This condition is financially detrimental and has implications for the moral values that should be upheld in a muamalah contract. The dispute resolution model that still relies on personal communication proves the need for written guidelines that are simple, easy to understand, and in accordance with Sharia principles. Without such guidelines, the potential for gharar and tadlis will continue to recur. In other words, the endorsement practice in Banda Aceh requires strengthening the clarity aspect of the contract so that legal certainty and Islamic ethical values can go hand in hand.

This condition cannot be separated from the broader context of implementing Islamic law in Aceh. Although Aceh has a firm legal foundation through various Qanuns, including Qanun No. 11/2018 on Sharia Financial Institutions that requires all financial transactions to be based on sharia principles, the process of socialization and education to the community has not been evenly and comprehensively distributed. Several studies have shown that sharia programs have not been well integrated into the social fabric and education curriculum. Public understanding of Qanun in the field of muamalah is still limited.<sup>16</sup> As a result, sharia law enforcement tends to focus more on the jinayat (criminal) aspect. In contrast, the muamalah (commercial transactions) aspect, especially in the new digital economy realm, has not received commensurate attention. This creates a vacuum of practical understanding among digital economy actors such as influencers.

The characteristics of the digital economy itself exacerbate this challenge. The speed and non-physical nature of its transactions present difficulties in supervising and enforcing Shariah compliance. Issues such as data security, contract transparency, and clarity of product information become more complex in the digital space. The lack of competent human resources in the field of digital sharia economy is also a hindering factor.<sup>17</sup> Thus, influencers and business actors in Banda Aceh face not only internal challenges in the form of an incomplete understanding of sharia, but also external challenges inherent in the global digital business ecosystem.

The low level of awareness and application of sharia principles in endorsement practices in Banda Aceh is caused by a combination of factors. First, there is a business orientation that prioritizes material gain over blessings and ethical compliance. Second, the socialization and education on Fiqh Muamalah within the framework of Qanun Sharia Islam in Aceh have not specifically touched the creative and digital economy sectors. Third, the inherent challenges in ensuring

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<sup>16</sup> M Zainuddin, "Kondisi Ekonomi Digital Di Aceh: Tantangan Dan Strategi Implementasi Syariat," *Jurnal Ekonomi Dan Bisnis Islam* 8, no. 2 (2022).

<sup>17</sup> Fauziah and Dkk, *Ekonomi Syariah* (Bandung: CV Media Sains Indonesia, 2022).

sharia compliance amidst the rapid pace of technological innovation and digital transactions. Therefore, synergistic efforts from the government, religious institutions, and educational institutions are needed to improve digital muamalah literacy among business actors and influencers, so that economic practices can run in line with Aceh's status as a region that implements Islamic sharia in a kaffah (comprehensive) manner.

### **3. The Validity of Endorsement Agreements by Influencers in the Perspective of Fiqh Muamalah**

The practice of endorsement by public figures on social media essentially represents a service transaction, which in the khazanah of fiqh muamalah is classified as an ijarah contract, namely a lease agreement for services. In this scheme, the product owner occupies the tenant position, while the influencer is the party providing promotional services through digital content. The validity of an ijarah contract requires the fulfillment of the main pillars and conditions: the existence of the legal subject in the contract, the clarity of the object of benefit, the agreement on the reward, and the ijab qabul that reflects the willingness of both parties. If these elements are present in full, then the ijarah contract gains religious legitimacy.<sup>18</sup>

According to Sapitri and Nurfatoni, practical reality shows that endorsements often run without a clear foundation as required by fiqh muamalah.<sup>19</sup> The agreement process is generally only realized through short conversations on instant messaging platforms or social media direct message features, without being outlined in a formal written contract. Although there is an understanding of the main aspects, such as the amount of tariff, the number of uploads, and the time of content distribution, detailed explanations regarding content quality and technical mechanisms are often ignored. This pattern raises indications of gharar, which is uncertainty that, according to Islamic law, can damage the contract's validity. The Prophet SAW strictly prohibits transactions that contain gharar because they are prone to causing disputes and harming one of the parties. Therefore, although the endorsement contract can be seen as a form of ijarah, its actual practice often does not meet the validity parameters according to Sharia.

The gharar dimension in endorsements can be traced from several aspects. The uncertainty of service benefits, such as content quality standards, the number

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<sup>18</sup> Noviyanti Ramdhani, Panji Adam Agus Putra, and Ira Siti Rohmah Maulida, "Analisis Fatwa DSN-MUI Tentang Akad Ijarah Terhadap Praktik Jasa Endorsement," *Jurnal Riset Ekonomi Syariah*, 2023, 83–90.

<sup>19</sup> Sherlina Nur Sapitri and Siti Nurfatoni, "Penentuan Upah Jasa Endorsement Di Media Sosial Tiktok@ Aqilahjd Dalam Perspektif Fiqh Ijarah: Determination of Wages for Endorsement Services on Tiktok@ Aqilahjd Social Media in the Perspective of Fiqh Ijarah," *Al-Muamalat: Jurnal Ekonomi Syariah* 9, no. 2 (2022): 54–61.

of uploads, or the distribution media used, is often not explicitly stated. Uncertainty can also be seen in the time aspect, such as delays in uploads by influencers without a specific time limit, or delays in payment by product owners without a particular settlement mechanism. In addition, the payment system sometimes takes place without transparency, such as only partially paid or replaced with products without an explicit agreement. In fiqh tradition, severe gharar (gharar fahish) invalidates the contract, because the engagement must be based on certainty and transparency.

Endorsement practices are also prone to tadlis, the manipulation or concealment of facts. It is common for influencers to exaggerate product reviews, cover up flaws, or provide testimonials that do not match reality. Such actions contradict the principles of *ṣidq* (honesty) and *amānah* (responsibility), which are the main principles of muamalah. The fiqh rules emphasize that losses incurred through fraud can invalidate the contract's validity.<sup>20</sup> Thus, endorsements executed through the delivery of misleading information not only lose moral legitimacy, but are also potentially void under Islamic law.

Ushul fiqh emphasizes the importance of *raf' al-jahālah* (elimination of ignorance) in every transaction. Every contract must clarify the parties' objects, benefits, rewards, rights, and obligations. Endorsements based solely on digital conversations can be seen as a manifestation of custom (*'urf*) in the modern era. However, fiqh only recognizes customs categorized as *'urf shahih*, i.e., practices that align with Sharia. Customs that leave uncertainty or open room for disputes fall into the category of *'urf fasid*, which cannot be used as a basis for law.<sup>21</sup>

The contemporary ulama emphasize that the transformation of digital transactions must not break away from the principles of muamalah. Endorsements are permissible as long as they comply with the terms of *ijarah*, but become problematic if they contain gharar or tadlis. The fiqh rule states: "*al-ashlu fil mu'āmalāt al-ibāhah mā lam yarid dalīl 'ala tahrīmihā*", which means that all forms of muamalah are basically allowed as long as there is no evidence that prohibits it.<sup>22</sup> Endorsements that are built on the principles of clarity, openness, and honesty are valid according to Shariah, while transactions that are full of obscurity and

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<sup>20</sup> Siti Sayyidah Suryaningsih, Encep Abdul Rojak, and Neng Dewi Himayasari, "Analisis Fiqh Muamalah Dan Pasal 1320 Kuhperdata Terhadap Perjanjian Endorsement Melalui Direct Message," *Jurnal Riset Ekonomi Syariah*, 2023, 91–98.

<sup>21</sup> Alfianto Alfian, "Implementasi Akad Syirkah Antara Brand Dan Endorsement Dimedia Sosial Ditinjau Dari Perspektif Hukum Islam," *Aghnina: Jurnal Hukum Ekonomi Syari'ah* 1, no. 2 (2024): 65–79.

<sup>22</sup> Azizah Azis, Sabri Samin, and Achmad Musyahid, "Transaksi Online Perspektif Hukum Islam Kontemporer," *Jurnal Al-Kharaj: Studi Ekonomi Syariah, Muamalah, Dan Hukum Ekonomi* 3, no. 1 (2023): 63–81.

manipulation are legally flawed. In terms of fiqh, preparing a written contract will ensure the fulfillment of all the pillars and conditions of *ijarah* and prevent the parties from *gharar* and *tadlis*. In terms of regulation, there needs to be a special fatwa or guideline from the local sharia authority to regulate the practice of social media-based endorsements, including limits on promotional content to comply with Islamic ethical principles.<sup>23</sup>

The analysis confirms that the quality of the contract construction is the main factor determining the endorsement's validity. If the agreement is outlined in a written document that includes the identity of the parties, the form of service, compensation, time limit, and dispute resolution mechanism, its validity is guaranteed. Conversely, an agreement that relies solely on informal communication and lacks clarity is prone to being void or voidable. A simple contractual regulation is needed to close the uncertainty gap, but it fulfills Sharia requirements. The endorsement contract should contain the promotional services specifications, content form, viewing duration, number of uploads, the agreed reward, and payment mechanism. The existence of a written contract provides legal protection while ensuring the rights and obligations of both parties are upheld. Influencers are also required to maintain the integrity of product information to avoid the practice of *tadlis*.

## CONCLUSION

Based on the research results, the practice of endorsement service cooperation agreements carried out by local influencers in Banda Aceh can be categorized as an *ijarah* contract in Fiqh Muamalah, because it involves utilizing promotional services for a sure reward. However, the implementation is still dominated by informal agreements through oral communication or short messages on social media without a written contract. This condition raises the potential for *gharar* related to the clarity of the service object, the amount of content, the publication time, the payment mechanism, and indications of *tadlis* in the form of excessive testimonials that can harm consumers.

Fiqh Muamalah analysis shows that although the endorsement contract is permissible in sharia as long as it fulfills the legal requirements of the *ijarah* contract, the actual practice in the field is not entirely in line with the principles of justice, openness, and trustworthiness. This shows a gap between sharia norms and the reality of digital business in Banda Aceh, especially with the implementation of

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<sup>23</sup> Dewan Syariah Nasional - Majelis Ulama Indonesia, "Fatwa Dewan Syariah Nasional - Majelis Ulama Indonesia Tentang Akad Ijarah No: 112/DSN-MUI/IX/2017," Dewan Syariah Nasional MUI § (2017).

Qanun Sharia, which demands transaction practices per the values of transparency, willingness, and honesty.

Therefore, this study recommends several practical steps: (1) the preparation of a simple written contract containing details of services, amount of content, duration, payment mechanism, and consequences of default; (2) the influencer's commitment to maintain honesty and avoid *tadlis* in promotion; (3) the role of local governments, relevant authorities, and religious institutions in providing standard guidelines for sharia-based endorsement contracts; and (4) the contribution of academics to deepen the study of contemporary muamalah in the realm of digital economy. With the implementation of these steps, the practice of endorsement in Banda Aceh is expected to be legal in positive law and consistent with the values of Fiqh Muamalah to build a healthy, transparent, and sharia-based digital business ecosystem.

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