

SHARIA ECONOMIC LAW PERSPECTIVE ON ONLINE MEETING PREMIUM ACCOUNT LEASING

Muhamad Izazi Nurjaman¹, Sofian Al-Hakim², Iwan Setiawan³, Doli Witro⁴ and Mualimin Mochammad Sahid⁵

¹State Islamic University of Sunan Gunung Djati Bandung

²State Islamic University of Sunan Gunung Djati Bandung

³State Islamic University of Sunan Gunung Djati Bandung

⁴State Islamic University of Sunan Gunung Djati Bandung

⁵University Sains Islam Malaysia

email: muhamadizazinurjaman@gmail.com, sofyanalhakim@uinsgd.ac.id, iwansetiawan@uinsgd.ac.id, doliwitro01@gmail.com, mualimin.sahid@usim.edu.my

ABSTRACT

In general, in leasing, the object of the contract is the benefit of a tangible object. However, it is different from renting a Zoom Meeting Premium account whose position is as application software. So that its position will have benefits if its use has collaborated with hardware as hardware. Meanwhile, what is being rented is the software only. Therefore, this study will discuss the rental of Zoom Meeting Premium accounts according to the perspective of sharia economic law. This research uses a descriptive case study method with an empirical juridical approach. The data analysis technique was carried out through three stages namely data reduction, data presentation and conclusions. This study found that the position of Zoom Meeting is premium as a software application that is part of a computer program. At the same time, the computer program is part of the copyright in the form of intangible movable objects. So that there is the development of the object of the ijarah contract, generally in the form of benefits from tangible objects, which can also be in the form of benefits from intangible objects. However, the development of intangible objects as contract objects needs to be

studied further by researchers so that they can be applied to all contract objects, such as intangible objects becoming objects of buying and selling contracts, mudharabah, musyarakah and other contracts.

Keywords: Ijarah, Zoom Meeting Premium, Intangible Assets, and Copyright.

INTRODUCTION

Social distancing is one of the government's policies restricting people's activities not congregating. This was done to prevent the spread of the Covid-19 outbreak that hit all corners of the world, including Indonesia (Busni, Witro, & Purwaningsih, 2021; Nasruddin & Haq, 2020; Sidqi & Witro, 2021). This policy certainly impacts all sectors of people's lives (Far-Far, 2021). One of them is the large-scale social restriction (PSBB) policy carried out by the government by closing access to community activities, such as access to education and offices. So students are encouraged to study remotely (Amalia & Sa'adah, 2020), and employees have to work from home (Witro, Nurjaman, Ayu, & Al-Rasyid, 2021). Therefore, to support learning and facilitate office work, media or facilities that are easy and effective to use are needed.

One of the media that is widely used is the Zoom Meeting Premium platform. This application provides direct remote communication services via video with a large user capacity (Kelana, Wulandari, & Wardani, 2021; Latifah, Nurasih, Waliko, Rasidin, & Witro, 2021) with the threat of Covid-19, it is hoped that educational institutions (university. This makes this application not only used for online learning activities but can be used for office, religious and other activities. The cost of paid services is one of the obstacles experienced by users of the Zoom Meeting Premium application. However, of the benefits felt by users, the need for using this application is very substantial in the current pandemic conditions. So this is an opportunity for YR to rent out her Zoom Meeting Premium account to users at an affordable price. With a Zoom Meeting Premium account, marketing is done through Instagram with a cheap zoom @rental account. YR has 50 Zoom

Meeting Premium accounts and 200 reseller account rentals with a monthly turnover of 30 million Rupiah.

YR rents out her Zoom Meeting Premium account for various purposes such as learning media, webinars, religious activities, etc. The rental prices quoted vary according to the rental account. That is, the determination of the rental price is adjusted to the period and capacity for how many users rent their account. Some periods are hourly, daily, weekly, monthly, and yearly. In comparison, the capacity consists of 100 people, 300 people, 500 people, 1000 people, and more than 1000 people, so the period and the selected capacity will determine the rental price paid by the user.

In Islamic economic law, these legal events are included in the *ijarah* contract. The thing that must be considered in carrying out the *ijarah* contract must meet the requirements and pillars. YR is located as a renter (*mu'jir*) and a service user or customer as a recipient of rental goods (*musta'jir*), Zoom Meeting Premium account as *ma'qud 'alaih* (*mahal al-Manfa'ah*/where benefits occur), *manfa'ah* (learning media, religious activities, webinars, etc), *ujrah* (according to the timeframe and capacity) and statements of consent and *qabul* as a binder for the *ijarah* contract.

However, what is no less important to note in the *ijarah* contract are the conditions that support the validity of the *ijarah* contract. One of them is *ma'qud 'alaih* which can be used for its benefits, where the rented goods must be able to be used and handed over and must be prescribed in the form of eternal goods *'ain* (substance) (Abdullah, 2011). The DSN/MUI fatwa Number 112 of 2017 concerning the *Ijarah* contract states that *mahal al-manfa'ah* is an item that can be utilized according to sharia provisions and can be handed over at the time of the contract or except in other cases (Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI), 2017).

Then what becomes *ma'qud 'alaih* in the rental practice is the Zoom Meeting Premium account. Zoom Meeting Premium is application software that makes it easier to perform the desired function, namely as a direct remote communication service in the form of video conferencing in the capacity of many users and

for a long period of time. Software functions can be used when collaborating with hardware as hardware. Without hardware, software cannot perform the desired function, and vice versa. Thus, whether the position of this software including objects/goods? So if the position of the software is as an object, then its position is as a complementary item. Complementary goods are goods that have uses and benefits when used together with other goods (Siahaan, 2015). So that if it is not used with other items, it will not function. Indirectly, it makes the software useless. Whereas in the *ijarah* contract, *ma'qud 'alaih*/the place where the *manfa'ah* occurs must have a *manfa'ah*.

Departing from that, this study will describe the practice of renting a Zoom Meeting Premium account according to the perspective of sharia economic law. This research aims to add to the scientific treasures of sharia economic law, especially in leasing the account, so that this research is expected to provide broad insight for all readers, both practitioners and academics of sharia economic law.

LITERATURE REVIEW

Ijarah Contract Concept

Ijarah means buying and selling benefits or renting, namely taking the help of goods. Some translate it as buying and selling services or wages, namely taking the benefits of human labor (Busni, Witro, Setiawan, Abdurrahman, & Alghani, 2022; Syafe'i, 2001). This can affect one of the pillars of *ijarah*, namely the parties to the contract, namely *mu'jir* (the lessor of goods) and *musta'jir* (the tenant of goods) or *mu'jir* (the provider of services) and *ajir* (the tenant of services) (Suhendi, 2016).

Meanwhile, according to the term, several meanings of *ijarah* were put forward by scholars. According to Sayyid Sabiq, *ijarah* is a contract to take benefits by way of replacement (Busni, Witro, Alghani, Setiawan, & Abdurrahman, 2022; Sabiq, 1983). This is also in line with what was stated by the Hanafiyah scholars. Thus, an *ijarah* contract is a contract or transaction of benefits or services with specific rewards. If the object is the benefit of an object, it is called *ijarah al-'Ain*, in contrast, if the object is in the

form of benefits or services from a person's energy, it is called *ijarah al-Dzimah* (Ghazaly et al. 2018). Meanwhile, according to the Sharia Economic Law Compilation, *ijarah* is the rental of goods for a certain period with payment (Makamah Agung Republik Indonesia, 2008).

The pillars of the *ijarah* contract consist of: first, the parties to the contract, namely *mu'jir* (the lessor of goods) and *musta'jir* (the tenant of goods) or *mu'jir* (the provider of services) and *ajir* (the tenant of services). Second, the object of the contract (*al-ma'qud 'alaih/mahal al-manfa'ah*/the place where the benefits occur) and the benefits of a person's goods or services (*al-manfa'ah*) and the reward for services (*ujrah*). Third, is the statement of offer and acceptance (*shighat al-'aqd/ ijab wa al-qabul*). Although, according to the majority of scholars, the goods that are rented or the workers who sell their services are the pillars of the contract (Mubarok & Hasanudin, 2017). It is impossible for there to be any benefit if there is nothing that can produce the benefit itself.

Zoom Meeting Premium Position in the Legal Classification of Objects

Zoom Meeting Premium is application software that facilitates the provision of provides direct remote communication services via video conferencing with a large user capacity (Kelana et al., 2021) with the threat of Covid-19, it is hoped that educational institutions (university. This application is usually used for various remote activities such as webinars, work meetings, learning, religious activities, etc. Based on the definition and use, the position of Zoom Meeting is as application software. Application software is defined as a subclass of computer software that utilizes the computer's capabilities directly to perform the commands desired by the user (Rahmat, 2019). Software is defined as part of a computer program that has a function as a medium of interaction (*liaison*) between the user (user) and the hardware (Al-Faizi, 2014). So that the position of the software has a critical role in running computer programs, without software, users will not be able to perform specific commands on their hardware.

When Zoom Meeting is part of the application software, while the software specific part of a computer program, the position of Zoom Meeting is part of a computer program in carrying out particular orders, namely as a communication medium through video conferences with many users. According to article 1 (9) of Law Number 28 of 2014 concerning copyright, it is stated that a computer program is defined as a set of instructions that are expressed in the form of language, code, scheme, or in any document intended for the computer to work to perform certain functions or to achieve results. Confident, based on article 40 letters of the law, computer programs are part of protected creation. When a computer program is part of protected copyright, the copyright position, as referred to in Article 16 (1), is stated as an intangible movable object. So the question is, are all computer programs part of a transcendental movable object?

The Minister of Finance Regulation (PMK) Number 90 of 2019 concerning the Statement of Accrual-Based Government Accounting Standards Number 14 concerning Accounting for Intangible Assets states that software is part of Intangible Assets based on the type of resource. The software in question is software that can be stored in various storage media such as flash disks, diskettes, tapes and other storage media and is not an integral part of specific computer hardware (PMK Number 90 of 2019 concerning Statements of Accrual-Based Government Accounting Standards Number 14 concerning Accounting for Intangible Assets, 2019).

An asset can be said to be ATB if it meets several criteria, among others: it can be identified, controlled by the entity, and has potential benefits in the future. The first criterion for the position of assets as ATB is that it can be identified, meaning is as follows:

- a) Separable, meaning that an asset allows it to be separated or clearly distinguished from other sets of assets in an entity. Therefore, this asset can be separated from other assets so that ATB can be sold, transferred, licensed, rented, or exchanged, either individually or collectively.
- b) Arise from binding agreements, such as treaty rights and other legal rights, regardless of whether those rights are

transferable or separable from the entity or other rights and obligations.

The software is identified as ATB if the software can be separated from the associated hardware and provides future benefits. For example, the software can be installed on some hardware, and hardware can still be run without depending on the software, the software is recognized as ATB. On the other hand, if computer software cannot be separated from hardware, for example, without the software, the hardware cannot operate, the software cannot be treated as ATB but as an inseparable part of hardware and is recognized as part of equipment and machinery.

The second criterion for the position of assets as ATB is that it can be controlled. The entity exercises this control to obtain future economic benefits from the assets owned it can limit other parties from receiving benefits from these assets. In general, asset control is evidenced by asset ownership documents issued by authorized institutions so that they have legal force. The paper is not a mandatory prerequisite that the entity must fulfill because it allows for other means used by the entity to control the asset.

The third criterion for the position of an asset that can be said to be ATB is to have economic benefits in the future. This means that an investment can provide economic benefits in the form of income derived from the agreement mechanism in the form of the sale of goods or services, cost savings or efficiency, and other results such as income from leasing, licensing, or other benefits obtained from the use of ATB.

The Zoom Meeting Premium application software is included in the intended ATB criteria because it can be used on various hardware, and its use on other hardware does not affect the previous hardware. What is meant by software that cannot be separated from hardware is system software (system software). So that Zoom Meetings can be identified by the separation of these devices.

In addition, Zoom Meeting Premium can be controlled by the owner with proof of asset ownership from the software purchase process he does. So that other parties cannot use

privilege unilaterally but must obtain permission from the party who owns it. As for the third criterion, Zoom Meeting can provide economic benefits in the future. This can be seen from the transfer of ownership of assets through the sale process. So that someone who buys the Zoom Meeting application to help their needs. So it is advantageous for the application maker company or other parties with licenses or permits to use the application in commercial terms. Thus, according to the law, the domicile of Zoom Meeting Premium is part of the intangible assets.

METHODS

This research uses a descriptive case study method supported by data obtained from the field where the research object is located. So that researchers will examine the data obtained in detail and in-depth with sharp analytical techniques and see from various points of view (Wahyuningsih, 2013). Then the researcher will describe or explain a complete and integrated analysis result in the form of facts that can be accounted for their validity. In this case, the researcher will provide an overview of the analysis of intangible assets as the object of the contract according to the perspective of Islamic economic law, namely the rental of the Zoom Meeting Premium account.

This approach is carried out to reveal the views of written and unwritten legal sources to provide guidance and direction on legal events that occur in people's lives (Bachtiar, 2018). Techniques Data is collected through interview techniques, literature studies, and documentation studies. Regarding the interview technique, the author conducted interviews with two rental business owners renting premium zoom meeting accounts who promote their services through Instagram accounts, including:

Table 1 Informant List

No.	Name of Business Owner	Instagram name	Number of leased accounts	Monthly Income
1.	YR	Jualan_junayy (Sewa Zoom Meeting dan Webinar)	50 Accounts	30 Million/month
2.	DP	Sewa Zoom Murah	2 Accounts	1 Million/month

In contrast, the data analysis technique was carried out in three stages: data reduction (focusing on data), presenting data, and conclusions.

RESULTS

The object of the contract (*ma'qud 'alaih*) is one part of the pillars of the contract. This is when referring to the opinion of most scholars regarding the pillars of the contract. Because when referring to the opinion of the Hanafiyyah scholars, the object of the contract is only a condition for the contract's validity. As for the pillars of contract for Hanafiyyah scholars, it is only a statement of the will of each party, namely in the form of consent and *qabul*.

When the object of the contract is part of the pillars of the contract, the pillars are interpreted as everything that becomes the elements of the formation of something. So something will be formed because of the elements that make it up. The object of the contract is property. Wealth is defined as something that has value and can be used. So that the definition of property, according to the majority of scholars, is apart from being in the form of objects, the benefits of objects are also part of the property. Like living at home. So between goods and the benefits of an item, in general, can be the object of the contract.

Benefits are defined as the benefits or use that result from an object. Muhammad Mustafa Syalabi and Wahbah Al-Zuhayli also put forward this definition by including examples such as the benefits of living in a house, driving a car, wearing clothes,

etc. So related to the meaning of benefits, there is no significant difference in the editorial (Musa, 2018).

Mustafa Ahmad Al-Zarqa distinguishes the position of benefits from *haq al-intifa* based on the perspective of legal events in general and particular forms. When viewed from the strength or weakness of rights, it can be understood that it is ownership of benefits because it comes from contracts such as *waqf*, *ijarah*, *ariyah*, and wills of a benefit. Meanwhile, the *intifa* rights are general because apart from the property owner, they also include the right to use them as benefits that are allowed with the property owner's permission without having to own the property fully. In this case, the benefit is interpreted as the use or benefit of ownership that is *naqis* (imperfect). Meanwhile, based on this definition, the scholars only describe the benefits of a visible and tangible object and have not explained the benefits of an object or intangible asset.

As for the question, what is the position of the benefits resulting from intangible objects? Can such benefits be used as contract objects, such as renting a Zoom Meeting Premium account? As explained above, its position is application software that is part of a computer program. In contrast, the computer program is part of the copyright, an intangible movable object.

According to Article 1549 of the Civil Code, all types of goods, movable and immovable, can be rented out (Subekti & Tjitrosudibio, 1996). As for referring to Article 509-511 of the Civil Code, immovable objects have movable properties, which can be in the form of tangible objects such as boats. Meanwhile, due to statutory provisions, movable objects must be considered as usufructuary rights and usufructuary rights over movable objects. So that which includes movable objects can be leased objects, including copyright in the form of computer programs.

In addition, Article 3 of Law Number 28 of 2014 concerning copyright states that copyright is an exclusive right consisting of moral and economic rights. As for economic rights, according to article 9, which is interpreted as the exclusive right of the creator or copyright holder to obtain financial benefits for his creation. One of the economic rights of copyright related to leasing is

Article 9 paragraph 1 letter i that the creator or copyright holder has the right to lease copyright so that everyone who will exercise economic rights on work must obtain permission from the creator or copyright holder.

Meanwhile, Article 11, paragraph 2 states that the economic right to rent out work or a copy thereof does not apply to computer programs if the computer program is not the virtual object of the rental. The essential object in explaining the law is computer software which is the main object of the rental agreement. So that when the software becomes the vital object of a contract, it can be used as an object of lease.

Regarding copyright, the Indonesian Ulema Council (MUI), in its MUI Decree Number 1 of 2005 concerning the protection of Intellectual Property Rights (HKI), states that: First, IPR in Islamic law is seen as one of the *huquq maliyyah* (wealth rights) that are protected law (*mashun*) as *mal* (wealth) as long as it does not conflict with Islamic law. Second, Intellectual Property Rights can be used as contract objects (*al-ma'qud 'alaih*), both in *mu'awadhat* (commercial) contracts and *tabarru'at* (non-commercial) contracts, and can be *waqf* and inherited. Third, every violation of intellectual property rights is an injustice, and the law is unlawful (Majelis Ulama Indonesia (MUI), 2005).

The second point needs to be studied when IPR can be used as the object of the contract, both for commercial contracts (*mu'awadhat*) and non-commercial contracts (*tabarru'at*) (Witro, Nuraeni, & Januri, 2021). So the question is whether IPR can be used as the object of the contract. It applies to all types of arrangements of both nature and purpose. Meanwhile, commercial contracts (*mu'awadhat*) can be categorized into two parts: exchange contracts and mixed contracts (Nurjaman, Witro, & Hakim, 2021). Meanwhile, non-commercial contracts are divided into three parts: lending assets, lending services, and giving something (Karim, 2014).

In addition, in PSAK No. 19 of 2009 regarding the accounting for intangible assets, there are rules regarding special recognition of externally obtained computer software, namely:

First, the acquisition of software externally can be made through purchases, grants or exchanges. The investment through the purchase method can be done with a development contract with a third party or directly. The acquisition of the software must also have a license to use or useful life of more than 12 months so that the acquisition value of the software and the license fee can be capitalized as ATB.

Second, computer software that is built or developed through a contract with a third party, the software is recognized as ATB, and the value of the ATB is in by the agreed contract value. So, on the contrary, software built or developed through a contract with a third party is used alone, and the computer software is an integral part of a piece of hardware, or without the software, the hardware cannot be operated. Therefore, the software cannot be recognized as ATB but is recognized as part of the cost of hardware which is capitalized as equipment or machinery.

Third, computer software purchased from a third party is intended to be sold or delivered to a third party. The computer software is recorded as inventory.

Based on the various explanations above, intangible assets can be the object of the contract, especially the object of the contract. Zoom Meeting Premium is used as the object of the lease because this account includes application software that is part of a computer program. In contrast, the computer program is part of the copyright, which is included in the category of movable intangibles. Meanwhile, according to the decision of the MUI fatwa, copyright can be used as the object of the contract, both mu'awadhat (commercial) contract objects and tabaru' (non-commercial) contract objects. In contrast, the lease contract (ijarah) is included in the category of a contract that is mu'awadhat, namely a contract to make a profit or commercial.

DISCUSSION

If you look at the previous presentation, that Zoom Meeting Premium is part of the application software. In contrast, the application software is part of a computer program whose position is part of the copyright. Meanwhile, according to the law, copyright

is part of the intangible movable goods or the accounting records referred to as intangible assets (ATB) or intangible assets.

The practice of renting a Zoom Meeting Premium account is mainly done by the account owner giving orders to access the application to the tenant in the form of a username and password. The tenant can determine username and password according to the purpose of using the Zoom Meeting Premium application. So when, for example, the tenant is going to hold a webinar about something, then the lessor performs the account editing process according to the order given by the tenant, both regarding the username and password as well as the title of the application. Then the tenant who has previously downloaded the application can access the Zoom Meeting Premium application through the username and password provided by the lessor on his hardware, such as computers, laptops, notebooks, cellphones, and so on provided that the hardware is connected to Internet Network.

Without even renting, the tenant can access the application, but in a short period or what is called a free service that users can enjoy for only 40 minutes. As for the use that is needed for an extended period with a large user capacity, users need the benefits of Zoom Meeting Premium. The main reason tenants rent for the help of the application software is due to the cost of account ownership, which is too large. Through this rental, it is a solution for them to enjoy the benefits of application software that facilitates all their activities.

The concern is that the rental is carried out without being accompanied by hardware as a medium to carry out the functions and uses that the application software can enjoy. Renting accounts from this application software does not only occur in the Zoom Meeting Premium application software. However, it has previously happened to other application software such as renting Grab and Gojek accounts for transportation services and even online game account rentals by gamers. Seeing this, 'urf tijari' applies among the perpetrators, namely renting out application software accounts without being accompanied by hardware that can make the application software usable as it should be. So that the position of this application software is a complementary item

that requires other things to be able to make these items have benefits.

From the practical aspect in the field, the rental of application software as part of ATB (intangible assets), which is not accompanied by hardware as a device or media to make the application helpful software useful, is the result of a change in ownership of these assets. In the past, people did not have the tools to enjoy the services or benefits of using various computer devices. So there is an Internet Cafe that provides complete service facilities. People just come to the location where the cafe is located and enjoy the desired service. Whereas today people already have a computer device or its equivalent. So to fulfill the desired benefits or uses, such as the benefits of the Zoom Meeting Premium application software, the owner can add features to the application software. Either the addition is done by downloading it, for application software that can be accessed for free or by buying or by renting it.

About renting a Zoom Meeting Premium account whose position is ATB (intangible assets). So to make these goods have benefits is with the help of other goods. So that the benefits of the goods or ATB can slowly generate benefits according to their functions and capacities. The goods or ATB are part of the *nafi'* property which is invisible and cannot be stored but has a *radl* nature which gradually grows according to the development of the times (Ash-Shiddieqy, 2012). In other words, this ATB requires time and media or a place in the form of tangible objects as the foundation of an ATB that can generate benefits.

As for what becomes ATB in this rental practice, it is in the form of software or application, so to make it work requires hardware. As for when software and hardware are simultaneously used as objects of lease, in the practice of leasing, the object of the lease is tangible goods or objects, namely a combination of hardware in collaboration with software so that it can be used by the intended function desired.

On the other hand, if what is being leased is software or software only because the tenant already has hardware (computers, laptops, notebooks, mobile phones), then the object of the lease

is goods or ATB. The existence of hardware owned by the tenant is part of making the application software that is the object of the lease valid. According to the researcher, the need for other goods or a method or process of how the ATB can generate benefits is a legal requirement for the ATB, which is used as the object of the contract to fulfil the objectives of a contract.

The argument can be equated when Intellectual Property Rights (IPR) are used as objects of waqf in Article 16 paragraph 3 letter e of Law Number 41 of 2004 concerning waqf. Because the IPR is by Article 8 of Law Number 28 of 2014 concerning Copyright, it has economic rights for its creators. One of the economic rights owned by the creator is to distribute copyright, either by selling, renting, or giving permission to other parties to distribute it (Shiddiq, 2019). So that from the process of utilizing this distribution economic right, the creator is entitled to receive royalties. The proceeds from these royalties become the object of waqf to manage or use as agreed by the creator and nazhir. In other words, there is a process of the creator's economic rights through distribution so that the copyright has benefits that can be used as the object of the contract.

Based on the explanation above, the 'urf tijari' of renting a Zoom Meeting Premium account as application software that is not accompanied by hardware due to changes in user needs regarding the software only has become a habit that can be used as the source in determining a law. Because the 'urf tijari performed does not conflict with the provisions of syara; and the ijarah contract has fulfilled the requirements and pillars, especially about the object of the contract (ma'qud 'alaih), namely in the form of benefits from ATB, which must be realized with the help of other goods (tangible goods) or through a method/process that will generate benefits for ATB, which is used as the object of the contract, so that the purpose of the ijarah contract, namely the transfer of ownership of the benefits of an item/asset, can be realized. Determination of 'urf tijari as a source of legal conclusion by the rules of fiqh, among others:

الْمَعْرُوفُ بَيْنَ التَّجَارِ كَالْمَشْرُوطِ بَيْنَهُمْ

“What is known between merchants is a condition between the two” (Djajuli, 2016).

This habit is allowed as long as it does not conflict with sharia. This is by the proper position of ‘urf sahih. This means that every transaction carried out according to what is known to the parties becomes the principle or condition for the contract’s validity. As for the habits that do not conflict with sharia in terms of commerce, they are habits that do not violate sharia rules for the contracts carried out. The point is that the practice does not injure the position of the agreement about the terms and pillars and also avoids behavior that makes the position of the contract invalid or legally invalid, such as habits that lead to the practice of usury, gharar, maisir and causes harm, so that this habit causes losses between one of the transacting parties.

Meanwhile, the habit of renting a Zoom Meeting Premium account whose position is as application software. So, it requires hardware to make the helpful application software useful. However, the rental is not accompanied by the hardware. As for the consequences of the leasing practice, it does not cause any loss or harm to those who make the contract, especially to the lessee. Because the combination of software and hardware has become a single entity that cannot be separated (Ridwan, Sambharakreshna, & Nurhayati, 2011). So that when the two computer devices are used as rental objects, in general, they must be one unit. If they are separated, they will not have a function with each other. As for when the hardware that makes the application software (Zoom Meeting Premium) comes from the tenant. This is because the tenant’s need for this account rental is only the application software, and the hardware it owns is part of how the rented application software has benefits or can be used according to its functions and capacities.

In addition, when reviewing the special treatment for software by PSAK No. 19 of 2009 concerning the accounting for intangible assets, which states that the acquisition of software externally can be made through purchases, grants, or exchange. So when software can be used as an object of a sale and purchase contract, it can also

be used as an object of a lease contract (ijarah). This is by the rules, among others:

فَكُلُّ مَا جَارَ بَيْعُهُ جَازٌ إِجَارَتُهُ

“Everything that can be traded can be rented” (Al-Qurafi, 1994).

This rule relates to the position of the lease contract (ijarah) which is part of the sale and purchase contract, namely the exchange of property for property. The assets exchanged are in the form of goods (ujrah) with benefits (benefits of an object, both tangible and intangible). So that something is legal to be traded, it is also legal to rent (Hidayat, 2019).

Therefore, a review of sharia economic law on the position of ‘urf tijari on ATB rentals, especially in leasing a Zoom Meeting Premium account whose position is application software that is not accompanied by the hardware that makes the application software position has benefits. This is permissible because it does not cause harm between the parties, by the provisions of syara’, and does not damage its position as an object of the contract (ma’qud ‘alaih) that must exist because it is part of the pillars of the ijarah contract. As emphasized in the rules of fiqh, among others:

الأَصْلُ فِي الْمُعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يُدَلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

“The original law in all forms of muamalah is permissible unless there is evidence that forbids it” (Djajuli, 2016).

The purpose of this rule is that every form of muamalah and transaction is permissible. In this case, it is a lease (ijarah) unless there is evidence that forbids it, as in the practice of leasing, there is harm, deception, gambling, and usury, then the law becomes prohibited to do so. Thus, with the preparation of leasing intangible assets, there is the development of the object of the contract (ma’qud ‘alaih) for the ijarah contract, which in general is usually in the form of benefits from a tangible object (treasure ‘ain) but also comes from expensive al-manfa’ah (where the miracles occur) from objects or intangible assets (nafi’s help).

As for the utilization of intangible assets requires other objects (tangible objects) or methods/processes that make them useful. So that the purpose of the contract (*maudhlu al-aqd*) in the *ijarah* contract is the exchange of property with property, the property exchanged is the benefit of goods for goods (*ujrah*) can be fulfilled.

Without other objects (tangible objects) or methods/processes, intangible assets cannot have benefits, so it will affect the purpose of the contract (*maudhlu al-aqd*) that is carried out, namely the non-fulfillment of the agreement, which will cause losses between one of the parties, in this case, the tenant. So that the lessor rents out objects that have no benefit, if that is the case, the *ijarah* contract does not meet the requirements and pillars. Indirectly, requiring other goods (tangible objects) or methods/processes that make intangible assets have benefits are part of the conditions for the occurrence of a contract (*syuruth in'iqaad*) related to objects on intangible assets that used as the object of the contract (*ma'qud 'alaih*).

CONCLUSION

Leasing of intangible assets in the form of leasing the Zoom Meeting Premium application the software that is not accompanied by hardware, which is a medium that allows the software to function according to its capacity, is an *'urf Sahih* is *'urf* that does not conflict with the provisions of the sharia. This does not affect the position of the terms and pillars of the contract and does not cause harm to the parties to the contract. In general, the rental of software always coincides with the hardware, hence the rental includes the rental of tangible objects/assets. As for the rental of the software only and the hardware comes from the lessee. So what is being rented is an intangible object or asset, and the provision of hardware is part of how the software has the benefits and objectives of the *ijarah* contract (*maudhu al-'aqd*), namely the exchange of the benefits of goods for goods (*ujrah*). Has been fulfilled. So that according to sharia economic law, *urf tijari* in the practice of leasing may be carried out as long as it does not conflict with sharia principles. As for the practice of renting Zoom Meeting Premium, there is the development of

the object of the contract (ma'qud 'alaih) for the ijarah contract, which is usually in the form of benefits. From tangible objects or assets but can also come from mahal al-manfa'ah (where the benefits occur). from the benefits of objects or intangible assets (immaterial/intangible assets). Intangible assets (intangible assets) that are used as contract objects (ma'qud 'alaih) require additional conditions for the occurrence of the contract (syuruth in'iqaad), which requires other objects (tangible objects) or the method/process of how these assets can have benefits moreover the purpose of the contract can be fulfilled.

REFERENCES

- Al-Faizi, W. R. dan F. (2014). *Mengenai Berbagai Macam Software*. Serpong: Surya University.
- Al-Qurafi, S. A. I. I. (1994). *Al-Dzakhirah*. Beirut: Darul Gurabil Islami.
- Amalia, A., & Sa'adah, N. (2020). Dampak Wabah Covid-19 Terhadap Kegiatan Belajar Mengajar Di Indonesia. *Jurnal Psikologi*, 13(2), 214–225. <https://doi.org/10.35760/psi.2020.v13i2.3572>
- Ash-Shiddieqy, T. M. H. (2012). *Pengantar Fiqh Muamalah*. Semarang: Pustaka Rizki Putra.
- Bachtiar, B. (2018). *Metode Penelitian Hukum*. Tangerang Selatan: Unpam Press.
- Busni, D., Witro, D., Alghani, R., Setiawan, I., & Abdurrahman, N. H. (2022). Hybrid Contracts in Leasing and Ijarah Muntahiya Bit Tamlik in Indonesia Sharia Financial Institutions. *EkBis: Jurnal Ekonomi Dan Bisnis*, 6(1), 59–73. <https://doi.org/10.14421/EkBis.2022.6.1.1505>
- Busni, D., Witro, D., & Purwaningsih, R. F. (2021). The Reconstruction of Mental Revolution Concept towards COVID-19. *JSW (Jurnal Sosiologi Walisongo)*, 5(2), 127–142. <https://doi.org/10.21580/jsw.2021.5.2.6494>
- Busni, D., Witro, D., Setiawan, I., Abdurrahman, N. H., & Alghani,

- R. (2022). Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative Health Service in the Covid-19 Pandemic. *JURIS (Jurnal Ilmiah Syariah)*, 21(1), 11–25. <https://doi.org/10.31958/juris.v21i1.5173>
- Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI). (2017). Fatwa DSN/MUI Nomor 112 tahun 2017 tentang Akad Ijarah. Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia.
- Djajuli, A. (2016). Kaidah-kaidah Fikih: Kaidah-kaidah Hukum Islam dalam Menyelesaikan Masalah-masalah yang Praktis. Jakarta: Prenadamedia Group.
- Far-Far, G. (2021). Efektifitas Penggunaan Aplikasi Zoom Meeting Dalam Pembelajaran Di Masa Pandemi Covid-19. *ISTORIA: Jurnal Pendidikan Dan Sejarah*, 17(1), 1–5. <https://doi.org/10.21831/istoria.v17i1.37421>
- Ghazaly, A. R., Ihsan, G., & Shidiq, S. (2018). Fiqh Muamalat. Jakarta: Prenada Media.
- Hidayat, E. (2019). Kaidah Fikih Muamalah. Bandung: PT Remaja Rosdakarya.
- Karim, A. A. (2006). Bank Islam: Analisis Fiqih dan Keuangan. Jakarta: PT. RajaGrafindo Persada.
- Kelana, J. B., Wulandari, M. A., & Wardani, D. S. (2021). Penggunaan Aplikasi Zoom Meeting di Masa Pandemi Covid-19 pada Pembelajaran Sains. *Jurnal Elementary*, 4(1), 18–22.
- Kementerian Keuangan Republik Indonesia. PMK Nomor 90 Tahun 2019 tentang Pernyataan Standar Akuntansi Pemerintah Berbasis Akrual Nomor 14 Tentang Akuntansi Aset Tidak Berwujud. , (2019).
- Latifah, A., Nurasih, W., Waliko, W., Rasidin, M., & Witro, D. (2021). Pembelajaran Tahfidz Dengan Metode Talaqqi Via Aplikasi Zoom dan Whatsapp (Studi Kasus Setoran Online Rumah Tahfidz Smp Ma'arif Nu 1 Wanareja). *Jurnal*

- Pendidikan Islam, 12(1), 1–12. Retrieved from <https://journal.uhamka.ac.id/index.php/jpi/article/view/7006>
- Majelis Ulama Indonesia (MUI). (2005). Surat Keputusan Majelis Ulama Indonesia Nomor 1 Tahun 2005 Tentang Perlindungan Hak Kekayaan Intelektual (HKI). Jakarta: MUI.
- Makamah Agung Republik Indonesia. (2008). Kompilasi Hukum EKonomi Syariah. Jakarta: Mahkamah Agung Republik Indonesia.
- Mubarok, J., & Hasanudin. (2017). Fikih Mu'amalah Maliyyah Akad Ijarah dan Ju'alah. Bandung: Simbiosis Rekatama Media.
- Musa, A. (2018). Kepemilikan dan Penguasaan Manfaat dalam Perspektif Fuqaha. *Dusturiyah: Jurnal Hukum Islam, Perundang-Undangan, Pranata Sosial*, 8(1), 46–56.
- Nasruddin, R., & Haq, I. (2020). Pembatasan Sosial Berskala Besar (PSBB) dan Masyarakat Berpenghasilan Rendah. *SALAM: Jurnal Sosial Dan Budaya Syar-I*, 7(7), 639–648. <https://doi.org/10.15408/sjsbs.v7i7.15569>
- Nurjaman, M. I., Witro, D., & Hakim, S. Al. (2021). Akad Murabahah di Lembaga Keuangan Syariah Perspektif Regulasi. *Al-Qisthu: Jurnal Kajian Ilmu-Ilmu Hukum*, 19(1), 24–35. <https://doi.org/10.32939/qst.v19i1.896>
- Rahmat, A. (2019). Peranan Aplikasi Komputer dalam Pengembangan Usaha Perdagangan. *Jurnal Aghniya*, 2(2), 134–146.
- Ridwan, M., Sambharakreshna, Y., & Nurhayati, C. (2011). Analisis Penerapan Sistem Informasi Berbasis Komputer Terhadap Kualitas Informasi. *Jurnal Kompilasi Ilmu Ekonomi (KOMPILEK)*, 3(2), 57–68.
- Sabiq, S. (1983). *Fiqh Sunnah*. Beirut: Daar Al-Fikr.
- Sahrani, S., & Abdullah, R. (2011). *Fikih Muamalah*. Bogor: Ghalia Indonesia.
- Shiddiq, M. H. A. (2019). Hak Atas Kekayaan Intelektual Sebagai

- Objek Wakaf dalam Konteks Fiqh dan Hukum Positif. *AL-SYAKHSHIYYAH: Jurnal Hukum Keluarga Islam Dan Kemanusiaan*, 1(2), 128–142.
- Siahaan, A. M. (2015). Analisis Permintaan Masyarakat Terhadap Produk Kosmetik Oriflame di Kota Pekanbaru. *Jom FEKON*, 2(2), 1–11.
- Sidqi, I., & Witro, D. (2021). Kebijakan Politik Hukum Penanganan Covid-19 Dalam Perspektif Maqashid Al-Syari'ah. *Mahkamah : Jurnal Kajian Hukum Islam*, 6(1), 16–29. <https://doi.org/10.24235/mahkamah.v6i1.7644>
- Subekti, R., & Tjitrosudibio, R. (1996). *Kitab Undang-Undang Hukum Perdata*. Jakarta: Balai Pustaka.
- Suhendi, H. (2016). *Fiqh Muamalah*. Jakarta: PT RajaGrafindo Persada.
- Syafe'i, R. (2001). *Fiqh Muamalah*. Bandung: CV Pustaka Setia.
- Wahyuningsih, S. (2013). *Metode Penelitian Studi Kasus: Konsep, Teori Pendekatan Psikologi Komunikasi dan Contoh Penelitiannya*. Madura: UTM Press.
- Witro, D., Nuraeni, N., & Januri, M. F. (2021). Classification of Aqad in Sharia Economic Law. *Nurani*, 21(1), 55–68. <https://doi.org/10.19109/nurani.v21i1.8387>
- Witro, D., Nurjaman, M. I., Ayu, D., & Al-Rasyid, C. S. (2021). Kontestasi Marketplace di Indonesia pada Era Pandemi: Analisis Strategi Promosi Tokopedia, Shopee, Bukalapak, Lazada, dan Blibli dalam Pemulihan Ekonomi Nasional. *OIKONOMIKA : Jurnal Kajian Ekonomi Dan Keuangan Syariah*, 2(2), 33–42. <https://doi.org/10.53491/oikonomika.v2i2.178>