



# Implementation of Wakalah bi al-Ujrah Contract in COD Transactions on Shopee: A Review Based on MUI Fatwa

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Received: July 2023; September 2023; December 2023

DOI: <http://doi.org/10.33852/jurnalin.v7i2.475>

## Abstract:

This research aims to analyze the contract used for Cash on Delivery (COD) payments on the Shopee Online Shop platform, with a focus on integration with the principles of the wakalah bi al-ujrah contract explained in DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017. The research method used is data collection and literature study with a description approach. The analysis results show that the COD practice on Shopee follows the pattern of buying and selling transactions between sellers and buyers using expedition services as intermediaries, using the basic concept of at-tackle fil. This research concludes that the general provisions of the COD payment method on Shopee are the general provisions of the wakalah bi al-ujrah contract because they fulfill the elements regulated in the DSN MUI Fatwa Number 113/DSN-MUI/IX/2017. The implication of this research is to strengthen understanding of e-commerce platforms' compliance with Sharia principles in COD payment systems, which can provide users more confidence and trust in online transactions.

**Key Words:** *Cash on Delivery, Wakalah, DSN-MUI*

## Abstrak:

Penelitian ini bertujuan untuk menganalisis tentang akad yang digunakan pada pembayaran *Cash on Delivery* (COD) di platform Online Shop Shopee, dengan fokus pada keterpaduan dengan prinsip-prinsip akad *wakalah bi al-ujrah* yang dijelaskan dalam Fatwa DSN-MUI No. 113/DSN-MUI/IX/2017. Metode penelitian yang digunakan adalah pengumpulan data dan studi literatur dengan pendekatan deskripsi. Hasil analisis menunjukkan bahwa praktik COD pada Shopee mengikuti pola transaksi jual beli antara penjual dan pembeli dengan menggunakan jasa ekspedisi sebagai perantara, sesuai dengan konsep at-taukil fil ba'i. Penelitian ini menyimpulkan bahwa ketentuan umum dalam metode pembayaran COD pada Shopee sesuai dengan ketentuan umum akad *wakalah bi al-ujrah* karena memenuhi unsur-unsur yang diatur dalam Fatwa DSN MUI Nomor 113/DSN-MUI/IX/2017. Implikasi penelitian ini adalah memperkuat pemahaman tentang kepatuhan platform e-commerce terhadap prinsip-prinsip syariah dalam sistem pembayaran COD, yang dapat memberikan keyakinan dan kepercayaan lebih kepada pengguna dalam melakukan transaksi online.

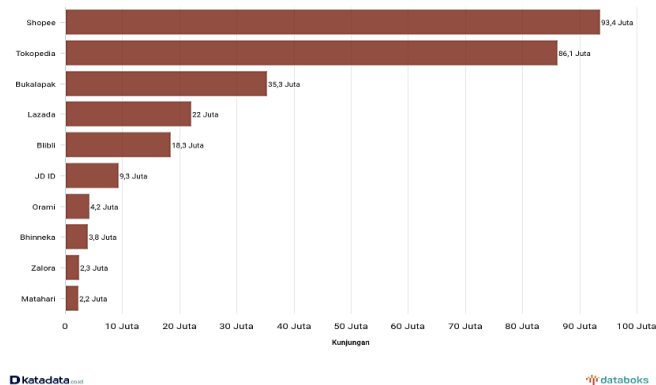
**Kata Kunci:** *Pembayaran Tunai, Wakalah, DSN-MUI*

## INTRODUCTION

Current developments in information technology are growing rapidly (Maria & Widayati, 2020). The increasing number of internet users is one of the reasons for the opening up of online transactions (Handayani, 2021). Recent technological advances have expanded the definition of e-commerce to foster various activities such as marketing, sales, purchasing, shipping, and servicing goods and services via the Internet or other networks (Pencarelli et al., 2018).

The Internet makes business activities easier to carry out anywhere, anytime, without physically bringing the transacting parties together (Sari & Aryani, 2022; Ainiah & Faujiah, 2021). So, it is unsurprising that many business people and consumers use the Internet to develop their businesses and fulfill their daily needs (Destianah, 2021; Haryantini, 2021; Utami, 2023; Nurbaiti et al., 2021). The Internet is also very useful as a trading medium that has received a positive response from the public and online business people because it is practical, fast, and safe (Aprianto, 2021; Sukmawati et al., 2021). The development of this technology can facilitate long-distance transactions and provide information and benefits, including online payments (Prastiwi & Fitria, 2021).

Online sales are a buying and selling transaction that is very popular with Indonesians (A'yun et al., 2021; Suhadi & Fadilah, 2021). The use of internet media in buying and selling activities is currently widely carried out, namely transactions using social media, one of which is the online shop Shopee (Febriyanti & Satria, 2022; Putra, 2019). Currently, Shopee's online shopping is widely used for buying and selling (Widodo & Prasetyani, 2022); many people use the Internet for convenience.

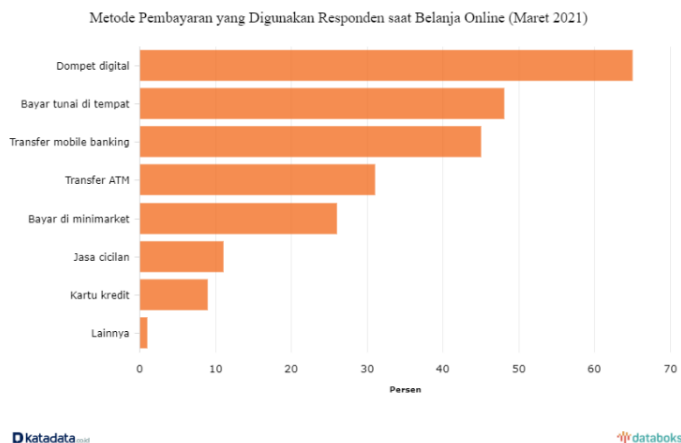


**Figure 1. Average Monthly E-Commerce Web Visits**  
Source: iPrice, July 21, 2020

In this data, it can be seen that people use the Shopee marketplace more. Based on the number of monthly visits in quarter 11-2021. The average number of visits per month is 93.4 million. Several factors are the reasons why it is easy to use. Some payments attract the attention of buyers or consumers (Aprianti & Alia, 2024), such as the COD (cash on delivery) payment method, which is currently very popular among people choosing their payment method because it

is safer and also offers various benefits for consumers.

With the ease of Cash on Delivery payments, e-commerce businesses can advance, which must be able to compete in improving their services (Qolbi, 2024; Sugiharto et al., 2019). The Cash on Delivery service method in e-commerce is increasingly in demand because it is safe and offers various benefits for buyers (Ajnura et al., 2024).



**Figure 2. Payment Methods Respondents Use When Shopping Online**

Source: iPrice, July 21, 2020

The COD system is the preferred payment method after using a digital wallet or e-wallet. 48% of respondents use this method when shopping online (katadata.co.id, 2021). This proves that not all people use e-wallets or bank transfers; many also prefer the COD system, which is guaranteed safe, and not all COD users also have ATMs.

In this data, it can be seen that people use the Shopee marketplace more. Based on the number of monthly visits in quarter 11-2021. The average number of visits per month is 93.4 million. Several factors are the reasons why it is easy to use, and some payments attract the attention of buyers or consumers, such as the COD (cash on delivery) payment method, which is currently very popular among people in choosing their payment method, because it is safer and also offers various benefits for customers. consumers (Septiansari & Handayani, 2021). With the ease of Cash on Delivery payments, e-commerce businesses can advance, which must be able to compete in improving their services (Puspitaningrum & Setiawati, 2021). The Cash on Delivery service method in e-commerce is increasingly in demand because it is safe and offers various benefits for buyers.

The mechanism of COD in Islam is known as wakalah, which is a handover from someone to another person to do something (Elbas & Ashar, 2022; Syamsuri et al., 2024). Wakalah functions to provide convenience to parties who will carry out work but need help to do it directly (Afifah et al., 2023; Sobirin, 2019) by representing or giving authority to someone else to act on behalf of the person giving the authority (Panelewen & Alam, 2023). Therefore, wakalah is a very important contract, and the world has experienced very advanced development.

The current COD (Cash on Delivery) payment system developing in business raises many questions regarding the contracts used, especially in Sharia economics (Hasanah & Kadenun, 2021). In the Shopee online shop, the contract used in the COD system is wakalah bi al hujrah. In this case, the customer gives authority to the courier to represent himself in delivering the ordered goods so that the courier acts as the customer's representative (Tohawi et al., 2023). The wakalah contract, where one party becomes a representative to carry out an affair or work, requires wages (ujrah) for the courier as a service provider. This raises questions among Sharia economic activists regarding the suitability of COD transactions and wakalah bil ujah contracts. Therefore, this research focuses on implementing the wakalah bil ujah contract in the COD system on the Shopee platform and its implications for Sharia economic principles.

This research is motivated by research gaps in previous studies. Based on research conducted (Hamed & El-Deeb, 2020), focusing on COD as Cash on Delivery as a Determinant of E-Commerce Growth in Developing Markets. Research (Prasetyo et al., 2024) focuses on reviewing Islamic law regarding seller protection in the COD system on Shopee. Research (Jumriani & Hizbullah, 2024), namely Cash on Delivery from a Sharia Economic Perspective, concluded that COD can be by the principles of justice in Sharia economics because the payment system is carried out after the goods are received properly and by the description. Research (Asmaladiya, 2024), namely Legal Protection for Shopee Couriers in Cash on Delivery, the journal examines the legal position of couriers in cash on the delivery system on the Shopee online shopping application. It aims to provide recommendations to strengthen legal protection for couriers in the cash-on-delivery system. Understandably, previous studies have provided a sufficient understanding of Cash on Delivery (COD) in E-Commerce. However, there still needs to be more understanding of how the principle of the wakalah bi al-ujrah contract in Islam can be applied in a COD system based on the DSN-Fatwa MUI. Apart from that, no research has specifically explored the implementation of the principle of the wakalah bi al-ujrah contract in COD payments on Shopee from the perspective of the fatwa issued by DSN-MUI.

In connection with the problems above, this article will discuss the application of COD on Shopee in terms of DSN Fatwa DSN-MUI NO: 113/DSN-MUI/IX/2017 in order to find out whether the COD system on Shopee is by the general provisions of the DSN-MUI fatwa DSN-MUI Fatwa MUI NO: 113/DSN-MUI/IX/2017. So, the focus of this article is only on the general provisions of COD by paying attention to the sharia rules that have been set by the MUI DSN and, at the same time, reviewing the MUI Fatwa, which is possible to add or evaluate for the development of payment systems in various online businesses. So, this writing focuses on studying the MUI fatwa, namely DSN-MUI Fatwa NO: 113/DSN-MUI/IX/2017, concerning the wakalah bi al-ujrah contract.

## RESEARCH METHODS

This research applies a type of descriptive research with an inductive approach to describe the contracts used in Cash on Delivery (COD) payments on the Shopee platform by referring to DSN-MUI Fatwa No: 113/DSN-MUI/IX/2017

concerning wakalah bi al- ujah. The inductive approach allows the authors to systematically collect and analyze relevant data to describe emerging patterns in payment practices (Adlini et al., 2022).

The writing process is carried out non-systematically, where the necessary data is collected and analyzed in stages to produce a deeper understanding. In addition, the data analysis technique applied is a comprehensive analysis, which includes identifying the elements of the wakalah bi al-ujrah contract related to COD payment practices on Shopee. This includes the roles of buyers, sellers, expedition services, and COD fees. Evaluations were also conducted to assess COD practices' suitability with the provisions stated in the fatwa. Thus, this paper combines an inductive descriptive approach with comprehensive analysis, providing an in-depth understanding of COD payment contracts on the Shopee platform.

## **RESULTS AND DISCUSSION**

### **Understanding and Legal Basis of Wakalah**

In the context of the explanation, wakalah has various meanings based on opinions from various schools of fiqh and experts. Generally, wakalah is an agreement in which someone asks another person to carry out a task or manage something on their behalf. This reflects the idea of delegation or handing over of mandate, where one person gives power to another person to act on their behalf in a particular matter. In a financial and business context, wakalah is often related to paying rewards or ujah to representatives for their services. However, if the reward is not explicitly stated in the Wakalah contract, the representative will still receive compensation commensurate with his services (Sugiharto et al., 2019).

DSN-MUI Fatwa No. 113/DSN/IX/2017 provides further guidance regarding the wakalah bi al ujah contract, which stipulates that the wakalah must be accompanied by compensation in the form of ujah or a fee. This means that in the context of wakalah bi al ujah, compensation to the representative is an integral part of the contract (Afifah et al., 2023). If the remuneration is not explicitly stated in the wakalah bi al ujah contract, the representative still has the right to receive commensurate remuneration per applicable general practice. This emphasizes the importance of clarifying the terms of compensation in a wakalah contract to avoid ambiguity or conflict in the future.

One of the basic references for allowing wakalah is the word of Allah, the word of Allah SWT, which is related to the story of Ash-habul Kahf, which is contained in the letter Q.S Al-Kahf verse 19:

وَكَذَلِكَ بَعَثْنَاهُمْ لِيَتَسَاءَلُوا بَيْنَهُمْ ۚ قَالَ قَائِلٌ مِّنْهُمْ كَمْ لَبِثْتُمْ ۖ قَالُوا لَبِثْنَا يَوْمًا أَوْ بَعْضَ يَوْمٍ ۚ قَالُوا  
 رَبُّكُمْ أَعْلَمُ بِمَا لَبِثْتُمْ فَابْعَثُوا أَحَدَكُمْ بِوَرِقِكُمْ هَذِهِ إِلَى الْمَدِينَةِ فَلْيَنْظُرْ أَيُّهَا أَزْكَى طَعَامًا فَلْيَأْتِكُمْ  
 بِرِزْقٍ مِّنْهُ وَلْيَتَلَطَّفْ وَلَا يُشْعِرَنَّ بِكُمْ أَحَدًا

"And thus We awakened them so that they might ask questions among themselves. One of them said: How long have you been (here?)". They answered: "We have been (here) a day or half a day". Said (another): "Your Lord knows best how long you have been ( here). So tell one of you to go to town with your silver coins, and let him see which food is better, then let him bring it for you, and let him be gentle and never tell anything about you. anyone." (QS. Al-Kahf verse 19)

Based on the verse mentioned above, it can be concluded that in muamalah activities, a person can act as a representative if he can complete all his affairs because of a certain matter. It is permissible to delegate or represent a matter to another person to be his representative.

### **Fatwa Concerning DSN-MUI Wakalah Bil Ujrah Agreement NO: 113/DSN-MUI/IX/2017**

General provisions regarding the wakalah bil ujah contract: Wakalah is an agreement granting authority from the representative to the representative to carry out certain legal acts. The wakalah bi al-ujrah contract is a wakalah contract that is accompanied by a reward in the form of ujah (fee). A representative is a party who provides power of attorney, whether in the form of a person or equivalent to a person, whether a legal entity or not a legal entity (Septiansari, & Handayani, 2021). Meanwhile, a representative is a party who receives power of attorney, whether a person or not, whether a legal entity or not a legal entity. Ujah is a remuneration that must be paid for services performed by a representative. *Al-ta'aadli* is taking action that should not have been taken. *Al Taqdir* is not taking an action that should have been taken. *Mukhalafat al-syuruth* is violating the content and substance of the agreed terms.

The provisions related to the *shigat* of the wakalah bi al ujah contract include two important aspects. First, the contract must be stated firmly, clearly, and understood by both the representative and the representative. Openness and clarity in conveying agreements and the responsibilities of each party are very important to avoid confusion or disputes in the future. Second, the wakalah bi al ujah contract can be carried out in various forms, including verbal, written, gestures, deeds, or actions, and can even be carried out electronically by sharia and applicable laws and regulations. Flexibility in implementing this contract allows for adjustments to technological developments and practical needs in modern business transactions.

The provisions relating to representatives and representatives in the wakalah bi al ujah contract highlight several crucial aspects. First, representatives and deputies can be individuals or legal entities, per applicable

laws and regulations. Second, the representative must have adequate legal expertise by sharia and applicable laws. Furthermore, the representative must have the authority to grant power of attorney to other parties in matters such ashiyyah (special) and niyabiyah (general). The representative must also be able to compensate Ujrah for his services. On the other hand, the representative is obliged to have the ability to carry out the legal acts assigned to him, emphasizing the importance of the representative's reliability and ability to carry out the duties assigned to him in the context of the wakalah bi al ujah agreement.

The provisions related to the wakalah bi al ujah object set important parameters for implementing the contract. First, wakalah bi al ujah may only be carried out for legal activities or actions that Sharia provisions can represent. Second, the object of wakalah bi al ujah must be specific and clear work or deeds, which must be well known by the representatives and representatives. Furthermore, the object of wakalah must be able to be implemented by the representative, emphasizing the importance of the representative's suitability and ability to carry out their duties. Apart from that, the wakalah bi al ujah contract can be limited to a certain period according to the agreement of both parties. In addition, the representative can re-represent another party based on the power of attorney he received unless prohibited by the representative. Finally, representatives are not required to bear the risk of losses arising from their actions unless caused by al-ta'addi (mistake), al-ataqshir (ignorance), or mukhalafat al-syuruth (violation of terms). It establishes a clear and firm basis for implementing the wakalah bi al ujah contract, ensuring fairness and transparency in the transaction.

### **Cash on Delivery on the Shopee Marketplace**

COD (Pay on Delivery) is a payment method made directly on the spot after the Buyer receives the order from the courier. Buyer on Delivery is a service for collecting money through the service of purchasing goods that are sent via post. This system combines post or courier with cash payment. Several stages are followed: the seller or shop sends the goods to the Buyer via courier service or by post, and then the courier sends the goods to the Buyer (Prasetyo et al., 2024). After the courier sends the goods to the Buyer, the Buyer's payment transaction is carried out, with the courier seeing the price of the goods that must be paid.

Cash on Delivery (COD) is an intermediary between the seller and the buyer who begins with an agreement to meet at a place or send it by post to the destination. Then, the seller hands over the goods, and the buyer inspects the goods; if the buyer is satisfied, the money is handed over. In short, this system adheres to the principle that "there is money, there are goods." COD is interpreted linguistically: cash means cash, on means at or when, and delivery means delivery. COD is a cash payment made when the goods purchased have reached their destination. In other words, COD means a buying and selling transaction with a direct meeting between the seller and the buyer.



Figure 3. Various Transactions

Source: Lokadata.id

Figure 3 shows that the majority of people in Indonesia like to use payments via the COD system. Cash on Delivery is one of the most popular payment methods in developing countries due to the development of customer-to-customer e-commerce; with the development of small business models and the Internet, online shopping has become part of people's daily activities. People can easily search for the products or goods they want at home without needing to go here and there, and they can do so by asking the seller online and waiting a few days for the goods they want to be sent. COD allows customers to pay cash when the product is delivered to the buyer's desired location. COD is considered a payment system because the buyer pays after the goods the buyer ordered are in the buyer's hands.

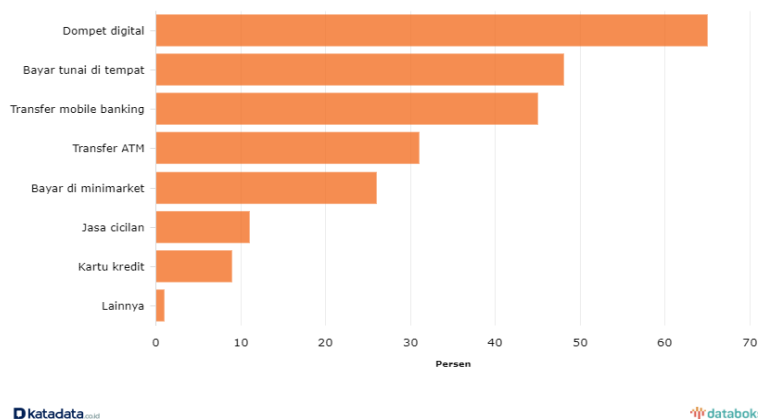


Figure 4. Payment Methods Used by Respondents When Shopping Online (March 2021)

Source: iPrice, 21 July 2020

The COD system is the favorite payment method. After using a digital wallet or e-wallet, 48% of respondents use this method when shopping online. This proves that not all people use e-wallets or bank transfers; many also prefer

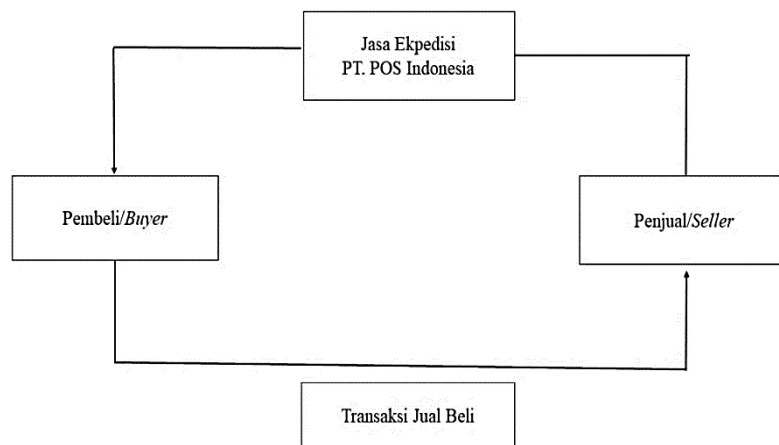


the COD system, which is guaranteed safe, and not all COD users also have ATMs.

### **Analysis of the Implementation of the Wakalah Bil Ujrah Agreement Reviewed with the DSN-MUI Fatwa on COD in Online Shop Shopee**

The COD practice will occur if there is a sale and purchase transaction between the seller and the buyer by choosing an on-site payment method known as COD. The COD form on Shopee occurs after making a deal or agreement regarding goods and prices on Shopee's online shop (Nurbaiti et al., 2021). The seller uses an expedition service to carry out COD so that the buyer receives the goods and pays the expedition service officer. This includes taukil fil ba'i (using a representative system in buying and selling).

The following is a simple overview of Cash-on-delivery transactions via the Shopee marketplace.



**Figure 5. Shop Shopee online COD scheme**

General provisions of the Shopee Cash on Delivery payment method in the analysis of the general provisions of the MUI DSN Fatwa Number 113/DSN-MUI/IX/2017 concerning the wakalah bi al-ujrah contract

In the DSN MUI fatwa Number 113/DSN-MUI/IX/2017 concerning the wakalah bi al-ujrah contract, several general provisions are stated as follows: First, The wakalah bi al-ujrah contract is a contract accompanied by compensation in the form of ujrah (fee). In the COD payment method on Shopee, sellers and buyers use courier services to deliver sales goods with payment on the spot. Second, A representative is a party who provides power of attorney, either in the form of a person (syakhshiyah thabi'iyah/ natuurlijke person) or equivalent to a person, whether a legal entity or not a legal entity (syakhshiyah I'tibariah/ syakhshiyah hukmiyah/ rechtsperson) in this case who is called a representative in Shopee COD is the buyer as the first Muwakkil and the seller as the second Muwawakkil, the buyer chooses the COD payment method via the requested expedition service which indirectly the seller represents the process of

sending goods and payment through the expedition service and the seller will transfer power to the courier or expedition to represent delivery of goods to the buyer's hands. Third, A representative is a party who receives power of attorney, either in the form of a person (syakhshiyah thabi'iyah/naturalize person) or equated with a person, whether a legal entity or not a legal entity (syakhshiyah I'yiibariah/ syakhshiyah hukmiyah/rich person) meaning that the representative in the COD payment method contract is the seller as the first representative of the buyer and the expedition service as the second representative of the seller. The seller will represent and process delivery and payment using the COD method to the expedition service chosen by the buyer and the expedition service chosen by the buyer. The expedition service is a legal entity in the form of a limited liability company that receives the power to represent the delivery of goods to the buyer. Fourth, Ujrah is a compensation that must be paid for services performed by a representative. In the COD payment method, there is ujrah, a fee, a nominal percentage of the fee determined by the inspection service party.

From the description of the analysis above, it can be concluded that the general provisions in the COD payment method on Shopee are the general provisions of the wakalah bil ujrah contract because they fulfill the elements regulated in the DSN MUI Fatwa Number 113/DSN-MUI/IX/2017 concerning the wakalah bi al contract -ujrah. Elements of general provisions in the wakalah bi al-ujrah contract regarding the Cash on Delivery (COD) payment method, which is called muwakkil, namely the buyer and seller, in the COD payment method on Shopee, which is called the representative, namely the seller and the expedition service and what is called ujrah in COD, namely COD Fee .

Regarding the general provisions of the wakalah bi al-ujrah contract relating to the pillars of the wakalah bi al-ujrah agreement regarding the practice of COD payment methods on Shopee in simple terms, what is meant by pillars is something that must be present in a job to determine whether an action is legal or not in Islam. The pillars contained in the wakalah contract: First, The party representing/giving the power of attorney (al-muangkat) and the party receiving the power of attorney (deputy), the contract terms in the COD payment method on Shopee giving the power of attorney are the buyer and seller. The party receiving a power of attorney is the seller and the expedition or courier service with goods service. Second, Shigat, which is an agreement in the form of an agreement to represent and accept it, shigat contract in the Shopee COD payment method via courier service occurs when the buyer chooses the COD payment method via expedition and asks the seller to process the COD payment method, the seller will process the delivery and payment using give authority to the expedition service. Then, the seller gives the goods to the courier or expediter to send them to the buyer. If the seller accepts it and confirms it with the seller via the application, then both parties have shown their satisfaction in carrying out the delivery. Third, The object of wakalah is that certain work must be carried out by a representative of the person giving the power of attorney. The object of

wakalah in the practice of the COD payment method is sending the goods to the buyer's hands, and once received, the buyer confirms the delivery of the goods to the Shopee online shop. Fourth, Ujrah, the pillars of the wakalah bi al-ujrah contract are the pillars contained in the wakalah contract which are accompanied by ujarah; ujarah is giving something, either in the form of money or goods, to someone in exchange for certain work services within a certain time limit by the agreement between the two both parties.

Based on the analysis that has been carried out regarding the Cash on Delivery (COD) payment method on the Shopee platform by referring to the DSN MUI Fatwa Number 113/DSN-MUI/IX/2017 concerning the wakalah bi al-ujrah contract, the findings from the researchers' thoughts are that the practice of COD on Shopee is by the general provisions stipulated in the fatwa.

In Shopee's COD practice, there are authorized persons (my representatives) who are buyers and sellers and authorized recipients (representatives) consisting of sellers and expedition services. The seller authorizes the expedition service to send goods to the buyer, and the buyer pays for the goods to the expedition service officer, who acts as the seller's representative. Apart from that, a reward or ujarah (COD Fee) must be paid for the services provided by the expedition service.

From this analysis, it can be concluded that the COD payment system on Shopee fulfills the elements of the wakalah bi al-ujrah contract, including the giver of the power of attorney, the recipient of a power of attorney, the object of the wakalah, and the ujarah. Apart from that, the pillars of the wakalah contract are also fulfilled, such as the existence of an agreement between the buyer and the seller, the object of the wakalah which is the work of delivering goods, as well as the remuneration or ujarah paid to the expedition service as the fulfillment of the services performed.

Thus, the findings from the researchers' thoughts show that the COD payment system on Shopee is by Islamic religious provisions regulated in the DSN MUI Fatwa Number 113/DSN-MUI/IX/2017 concerning the wakalah bi al-ujrah contract.

## CONCLUSION

Cash-on-delivery (COD) payments on the Shopee platform occur through buying and selling transactions between sellers and buyers, where the seller uses an expedition service as an intermediary. In this case, a representative system (*at-taukil fil ba'i*) allows the seller to represent the process of sending goods to the expedition service. The COD payment method on Shopee uses a wakalah contract by the established pillars, where the buyer and seller act as the principal, while the seller and the expedition service act as the recipient of the attorney. The object of wakalah in this COD payment practice is the delivery of goods to the buyer's hands, with the buyer confirming receipt of the goods online. Ujarah as compensation for services performed by expedition services is also found in COD

practices. In conclusion, the COD payment method on the Shopee Online Shop is by the general provisions of the wakalah bil ujah contract as regulated in the DSN MUI Fatwa Number 113/DSN-MUI/IX/2017.

For further research, further studies are recommended regarding implementing the wakalah bi al-ujrah contract in COD payment systems on other e-commerce platforms. Apart from that, it is also important to identify potential improvements or enhancements in implementing wakalah contracts for COD payments to increase the clarity and security of transactions for business actors and consumers. Furthermore, further research can also examine the economic and social impacts and benefits of using the COD payment method in the context of online business development in Indonesia.

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