



TRANSFER OF FUNDS VIA BRILINK: AN ANALYTICAL STUDY OF TRANSACTIONS WITHIN THE FRAMEWORK OF *WAKĀLAH BIL UJRAH* CONTRACT

¹ Muhammad Nanda Setiawan*, ² Kharis Fadlullah Hana

¹² Institut Agama Islam Negeri Kudus

*Corresponding Author: nanderbjg@gmail.com

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ABSTRACT

With the economic developments of today, Brilink has emerged as an initiative to provide more efficient and flexible services to the community. Brilink represents a collaboration between Bank BRI and its customers. Within its system, once a partnership is established and officially incorporated into a single corporation, it facilitates ease of transactions both within the same bank and across different banks. This service benefits both customers and other parties wishing to conduct transactions without the need for the cumbersome process of visiting a bank directly. This paper aims to elaborate on fund transfers via Brilink: an analysis of transactions in the context of the *wakālah bil ujrah* contract. Using a qualitative descriptive method, the study's findings indicate that fund transfer transactions through Brilink, from an Islamic perspective, do not constitute *riba* (usury). This is primarily because the contract is based on mutual consent, involves no coercion, and is mutually beneficial. It also ensures transparency, wherein the customer pays a fee to the agent for the transactional services provided. This payment represents voluntary assistance or a form of mutual aid.

Keyword: *Brilink, Islamic Finance, Wakālah bil Ujrah, Fund Transfer, Qualitative Analysis*

ABSTRAK

Seiring adanya perkembangan ekonomi sekarang muncul Brilink yang merupakan bentuk dari upaya untuk memberikan pelayanan kepada masyarakat secara lebih efisien dan fleksibel. Brilink adalah bentuk kerjasama antara pihak Bank BRI dengan nasabahnya. Brilink ini dalam sistemnya jika telah terjalin kerjasama dan resmi bergabung dalam satu korporasi nantinya akan menghasilkan pelayanan dalam bentuk kemudahan dalam bertransaksi baik ke sesama bank maupun ke berbeda bank oleh para nasabah maupun pada pihak yang ingin melakukan transaksi tanpa harus bersusah payah pergi ke bank secara langsung. Tulisan ini bertujuan untuk menguraikan tentang pengalihan dana melalui Brilink: analisis transaksi dalam konteks akad *wakālah bil ujrah*. Dengan menggunakan metode deskriptif kualitatif hasil kajian menunjukkan bahwa kegiatan transaksi pengalihan dana pada Brilink sebenarnya dalam pandangan Islam transaksi ini tidak termasuk perbuatan *riba* terlebih dalam akad ini terdapat asas suka rela, tidak ada paksaan dan saling menguntungkan antara kedua belah pihak, memiliki transparansi di mana nasabah memberikan upah kepada agen atas jasa yang diberikan dalam bentuk pelayanan transaksi sehingga di dalamnya memuat unsur suka rela atau bentuk tolong menolong.

Kata Kunci: *Brilink, Keuangan Islam, Wakālah bil Ujrah, Transfer Dana, Analisis Kualitatif*



INTRODUCTION

The advent of digital transformation and technological sophistication has significantly impacted human life, prompting a revolution that has led to the creation of various products aimed at enhancing both efficiency and effectiveness in meeting the increasingly complex needs of humanity (Anna Poedjiadi, 2010). As social beings, humans possess myriad needs, and to fulfill these needs, they engage in *mu'amalah* activities (Zamroni, 1992). *Mu'amalah* refers to the regulations governing interpersonal relationships in the pursuit of fulfilling life's necessities (Harun, 2008). Humans inherently strive for positive change (Ahmadi A, 2009), pushing themselves to innovate continuously, thus contributing to significant global changes by leveraging their abilities and potential to meet the diverse and complex needs of mankind (Sadono Sukirno, 2016).

Fulfilling these needs is a vital aspect of life. Needs are a primary priority in various activities and are categorized into urgent and complementary needs. Urgent needs must be met first as their neglect can disrupt the flow of life, whereas complementary needs, if unmet, do not impact the quality of life significantly.

The complexity of needs depends on lifestyle, which varies among individuals based on how they judiciously address their needs. *Mu'amalah* serves as an intermediary in fulfilling these needs, influencing how they are met, including through transactions of goods and services. In the digital era, transactions have become a crucial medium for fulfilling needs, providing ease of service

expected to accelerate the digitization of need fulfillment (Sholihah and Suhendar, 2023).

A notable example is Brilink, which aims to provide efficient and flexible services to the public. Brilink is a collaboration between Bank BRI and its customers (Vera Indriana Putri and Lina Kushidayati, 2023). Through this partnership, Brilink facilitates transactions, both within the same bank and with different banks, without requiring customers to visit the bank directly (Tiajum Harahap, 2024).

Brilink has become a preferred choice for many, particularly for those in remote areas, by offering an accessible service through its agents, thus meeting the community's needs effectively. This digital modernization simplifies services, allowing people to fulfill their needs quickly without long waits or extensive travel (Mujahid, 2019).

However, there are transaction fees that customers must bear as administrative costs, which are determined by the Brilink owner and vary based on the transaction amount. While same-bank transactions typically incur no fees, inter-bank transactions are subject to fees established by the respective banks (M. Rizky Ramadhan. Z, 2023).

The issue arises from Brilink's imposition of additional fees for transaction administrative costs. Research by Ai Wati and Siti Patimah indicates a lack of transparency in Brilink transactions, particularly in the administration fee disclosure, which is not included in the transaction receipts (Ai Wati and Siti Patimah, 2022). This contrasts with findings by Tiajum Harahap et al., which suggest that Brilink operations align with

Islamic economic principles and applicable legal provisions (Tiajum Harahap, 2024).

This discrepancy presents an intriguing problem for further investigation. The reality that same-bank transactions should incur no fees piqued the researcher's interest in studying Fund Transfers through Brilink: An Analysis of Transactions within the Framework of *wakālah bil ujab*.

The study of Brilink transactions from the perspective of the *wakālah bil ujab* contract reveals several paradigms that indicate a lack of transparency in the transaction system operated by Brilink. The following studies illustrate these issues: *First*, the study by Ai Wati and Siti Patimah titled "Brilink Transfer Transactions in the Perspective of the *Wakālah bil ujab* Contract (Representation with Compensation)" aims to understand Brilink transfer transactions through the lens of the *wakālah bil ujab* contract. Utilizing field research and a qualitative approach, the study found that there is a lack of transparency in administrative fee transactions, as the fees are not detailed in the transaction receipt (Ai Wati and Siti Patimah, 2022).

Second, the research conducted by Tiajum Harahap and colleagues, titled "Analysis of the Application of the *Wakālah bil ujab* Contract on Transfer Services at Brilink Anugrah Desa Parannapa Jae, Barumun Barat District, Padang Lawas Regency," employs a qualitative method. The findings indicate that the *wakālah bil ujab* contract in the Brilink system adheres to Islamic economic principles and prevailing legal regulations (Tiajum Harahap, 2024).

Third, the study "Brilink Transfer Fee Provisions (Case Study in Palangkaraya City)" by Fatich Zulaikhah aims to investigate the Brilink transfer fee provisions in Palangkaraya City. This field study concludes that the Brilink fee provisions in Palangkaraya City are permissible under Islamic law but become prohibited if the fees are not transparently communicated by the agents to the customers (Fatich Zulaikhah, 2022).

Fourth, Alviana Eka Safitri's research titled "Legal Protection for Brilink Customers and Agents at the Pedurungan Sub-Branch Office (KCP)" is a field study showing that the government and banks need to play a role in the conduct of financial literacy programs to avoid misunderstandings between Brilink agents and customers (Alviana Eka Safitri, 2023).

Fifth, the research "Islamic Legal Analysis on Transfer Fee Determination through Banks (Case Study at Brilink Sidorahayu Village, Abung Semuli District, North Lampung Regency)" by Siti Zainiah Avivah, a field study, shows that transactions between Brilink agents and customers represent a permissible profit-sharing system (Siti Zainiah Avivah, 2019).

Sixth, the study by Mujahit titled "Analysis of the Application of the *Wakālah bil ujab* Contract in Go-Food Services" employs a qualitative methodology with a descriptive approach through inductive analysis. Primary data were obtained through interviews, while secondary data were gathered from library literature, print media, and electronic media. This feature allows individuals to order food from their desired restaurants without visiting them. The

payment mechanism involves the driver initially paying for the ordered food, and the customer reimburses the driver upon delivery either in cash or via Go-Pay. The study aims to understand the representation contract within this service (Mujahit, 2022).

Seventh, the study by Nurlailiyah Aidatus Sholihah and colleagues, titled “*Wakālah bil ujrah* Contract as a Solution for Business Transactions in the Digital Era (Perspective of al-’Uqud al-Murakkabah),” uses a qualitative method with a library research approach. The data sources include published literature, and the data type consists of written narratives or documents from published sources. The study found that the *wakālah bil ujrah* contract can be a viable solution for business transactions in the digital era, as it helps avoid elements of *riba* and *gharar* (Nurlailiyah Aidatus Sholihah, 2022).

These studies collectively provide relevant insights related to the current research, specifically analyzing how the *wakālah bil ujrah* contract serves as a crucial aspect in obtaining different perspectives from previous studies. However, this research fundamentally differs in that the *wakālah bil ujrah* contract is used for fund transfers through BRI bank agents via Brilink. Therefore, the application of the *wakālah bil ujrah* contract can be carried out effectively without concern, as it complies with Islamic sharia regulations.

RESEARCH METHOD

This study employs a qualitative research methodology. Qualitative research, as defined by Lexy J. Moleong (2015), is a method that describes objects in a natural and detailed

manner without numerical involvement. The approach used in this study is qualitative descriptive, which involves narratively describing the subject of study based on real-life conditions and circumstances. This narrative is then corroborated with data obtained through comprehensive data analysis techniques for validation and proof (Almanshur, 2012).

Primary data sources for this study are derived from transaction activities occurring at Brilink agents (Muhadjir, 2002). Data collection techniques employed by the researcher include interviews, observations, and documentation obtained from selected informants, along with activity records related to the research title compiled by the researcher (HB Sutopo, 2002). For data analysis, the researcher utilizes an interactive analysis technique, which involves data reduction, data presentation, and drawing conclusions to represent the final results of the study. Therefore, the analysis must align precisely with the researcher’s expectations. Good research is defined as research capable of answering all forms of problem statements based on the research identification previously conducted (Sugiyono, 2018).

RESULTS

Collaboration is defined as an effort made by two parties who share the same goals (Poerwadarminto, 2002). Every individual, as a social being, inherently requires the presence of others to navigate their lives (Nanang Martono, 2017). Collaboration often leads to development (Sarlito, 2000). However, it can also trigger competition in various aspects, such as the economic sector, which subsequently creates synergy and

productivity among individuals, fostering innovation through harmonious cooperation (Ayu et al., 2021).

According to the regulatory framework established by OJK No. 19/PJOK.3/2014, BRI's participation in the 'Laku Pandai' program aims to provide transactional flexibility accessible to all Indonesians, wherever they are. This initiative is branded as Brilink, conceived to extend BRI's services to the community through customer partnerships as agents (Ascarya, 2017).

Brilink agents facilitate transactions without the need for customers to visit a bank. Customers can send money, withdraw cash, or make other payments by simply visiting a Brilink agent, avoiding long queues at bank branches. These services are typically equipped with EDC (Electronic Data Capture) devices or mini's ATM using a sharing fee method (N.H.T, 2005). BRI offers this innovation to both account holders and non-account holders, simplifying transactions (Yodo, 2004).

Brilink provides banking services in areas beyond the reach of BRI branch offices, enabling rural communities to access financial services without traveling to urban centers. The increasing number of Brilink agents makes financial transactions more accessible for the public. Fund transfers through Brilink are typically fast and efficient, requiring only EDC devices or mobile applications to process transactions.

Ease of use is crucial to ensure that even those unfamiliar with technology can utilize Brilink services effortlessly. Brilink must ensure transaction security through measures

like OTP (One-Time Password), data encryption, and identity verification. With numerous Brilink agents, it is essential to ensure they are well-trained and monitored to prevent fraud or misuse of services.

Brilink contributes to financial inclusion by providing banking services to previously unbanked populations. This access allows rural agents to earn additional income and facilitates easier financial transactions for the community, ultimately boosting local economic activity.

The volume and frequency of transactions conducted via Brilink reflect its popularity and public trust in the service. Measuring user satisfaction with Brilink can offer valuable insights for service improvements. Brilink is a significant innovation in enhancing banking service access in Indonesia, particularly in areas underserved by bank branches.

Generally, Brilink services are akin to those provided by tellers at BRI branches, with the distinction of additional administrative fees predetermined by agents (Lutfi, 2020). To become a Brilink agent, individuals must meet several requirements: (1) Possess complete identification, such as a KTP (Identity Card), a business certificate, an active bank account, and apply to be an agent by submitting proof of income for approximately two years (Rudiantoro and Siregar, 2012). (2) Agents will receive an agreed-upon password ID and undergo training to manage wage distribution, earn micro-insurance commissions from sales, and adhere to communication stamp agreements with the bank (Budiono, 2014).

However, certain regulations based on rights and obligations stipulate that the bank has the right to conduct unannounced inspections at agent locations, block or delete agent identities violating regulations, and access any agent data. The bank can also cancel transaction fees if fraud or clear breaches of the agreement occur. Conversely, agents are required to maintain a giro savings account, keeping a minimum balance of 100% of the daily transaction limit or 150% of the average daily transaction volume. Agents are also authorized to distribute government social assistance programs as per applicable regulations.

From a Sharia financial principles perspective, Brilink's products and services must be free from usury (interest). Therefore, Brilink operations do not involve usury, as the agreements are voluntary, non-coercive, and mutually beneficial. Furthermore, all contracts used must comply with Sharia law, such as *murabahah* (cost-plus financing) or *mudharabah* (profit-sharing). Brilink ensures that all offered services align with Sharia principles.

All products and services must be endorsed and certified by the National Sharia Council (DSN) or other recognized Sharia bodies. BRI ensures that all Brilink services have received the necessary approvals and certifications from DSN or related institutions.

A fundamental principle in transactional law is voluntariness. All parties involved in a transaction must willingly agree to it, without any pressure or coercion. This principle ensures that Brilink users feel assisted, especially those in rural areas without ATMs,

making the transaction fees a voluntary contribution.

Importantly, no party should feel compelled to participate in the transaction. Both Brilink agents and customers engage in these services willingly, recognizing the mutual benefits and needs.

DISCUSSIONS

Interpretation of Findings in the Context of Existing Literature

Islamic principles have long established guidelines regarding agreements, encompassing the fulfillment of rights and obligations by both parties who consent to adhere to the established contract (Jonwari, Zainuddin, & Faiz, 2021). However, contemporary economic developments often introduce new challenges that may not align with Shariah principles (Pratama, 2020).

The contract utilized in the cooperation between Brilink and its agents is a *wakālah bil ujrah* contract, where the contract represents compensation. Essentially, Brilink agents represent BRI by providing services to both BRI and non-BRI customers, for which they receive compensation from BRI. The purpose of this contract is to clearly delegate responsibilities, ensuring that the transaction process is well-defined and that all terms are adhered to by both the agents and the bank (Muhammad Faisol, 2019).

According to the DSN-MUI fatwa No. 113/DSN-MUI/IX/2017 on *wakālah bil ujrah*, it is explicitly stated that the amount or form of *ujrah* (compensation) must be clear, whether in nominal terms, percentages, or agreed formulas. Furthermore, the DSN-

MUI fatwa No. 10/DSN-MUI/IV/2000 stipulates that in the execution of *ijab* and *qabul* (offer and acceptance) in agreements, acceptance must be transparent and explicit (Ai Wati & Siti Patimah, 2022).

The Compilation of Sharia Economic Law also states that any agreement must be reached voluntarily by both parties without coercion (Arafat, 2015). In the case of the contract between BRI and Brilink agents, it falls under the category of *wakālah bil ujrah*, where BRI acts as the principal (*ja'il*) and the Brilink agent as the representative. According to the existing fatwas, BRI must provide clear legal authority in the contract, and all forms of compensation must be based on the principle of permissibility, avoiding any illegal or forbidden elements contrary to Shariah.

Based on these statements, when correlated with the practice of fund transfer transactions at Brilink, this type of transaction does not constitute *riba* (usury) from an Islamic perspective. This is primarily because the contract is based on mutual consent, lacks coercion, and is beneficial for both parties. Additionally, the transaction is transparent, with customers compensating agents for their service in conducting transactions, embodying the principles of voluntariness and mutual assistance.

Brilink's Impact on Sharia Financial and Banking Practices

The implications of Brilink on Sharia financial and banking practices can be examined from several perspectives, notably financial inclusion. Brilink enhances financial inclusion by reaching communities previously unable to access banking services, including

those in remote areas. This aligns with the principles of Sharia banking, which aims to provide fair and inclusive financial services to all segments of society. Additionally, Brilink contributes to operational efficiency by enabling Sharia banks to reduce operational costs since there is no need to establish physical branches in every location. Brilink agents act as extensions of the bank, offering financial services at lower costs.

With the presence of trustworthy and well-trained Brilink agents, communities are more likely to trust and use banking services. This trust is crucial for building long-term relationships between banks and their customers.

Overall, Brilink has significant potential to strengthen financial and banking practices by enhancing financial inclusion, providing broader access to transactional services, and improving both efficiency and public trust in banking.

Potential Benefits and Challenges of Using Brilink for Fund Transfers

The use of Brilink for fund transfers holds significant potential for aiding communities in remote or rural areas that lack easy access to banks for fund transfers and other banking services. This service enables customers to perform transactions such as cash withdrawals, fund transfers, bill payments, and mobile credit purchases without the need to visit a bank. Transaction fees through Brilink are typically lower compared to those charged by banks. With Brilink, local agents can earn additional income from transaction commissions, thereby fostering economic growth in these

regions. Furthermore, Brilink can enhance financial inclusion by providing banking services to previously unbanked populations. The service's flexible operating hours, often extending beyond regular banking hours, offer customers the convenience of conducting transactions at their preferred times.

Despite its benefits, the use of Brilink for fund transfers also presents potential challenges. Security risks such as fraud and data theft pose significant threats. Both agents and customers must remain vigilant against potential fraudulent activities. The quality of services provided by Brilink agents may not match the standards of direct bank services, particularly if the agents are inadequately trained or lack sufficient knowledge. Brilink agents might also lack the comprehensive facilities required to handle all types of transactions or complex issues. Technical disruptions, such as unstable internet connectivity, can further impede the transaction process.

Recommendations for Enhancing the Brilink Service Model

To optimize the Brilink service model, several strategic recommendations should be considered. Firstly, it is crucial to ensure that Brilink agents receive comprehensive training on banking products, cutting-edge technology, and customer service skills. Additionally, the technology systems employed by Brilink must be regularly updated to facilitate faster and more secure transactions.

Furthermore, prioritizing customer experience is essential by improving the user

interface, accelerating service speed, and enhancing accessibility. A paramount aspect is the fortification of security measures. Ensuring that security systems and customer data protection protocols are continuously updated and robust against cyber threats is imperative. Additionally, regular monitoring of service quality and customer satisfaction is vital, with corrective actions implemented based on feedback received.

CONCLUSION

Based on the findings of this study, it can be concluded that the transfer of funds through Brilink does not constitute *riba* (usury) from an Islamic perspective. This transaction is characterized by mutual consent, the absence of coercion, and mutual benefit for both parties. The transparency involved, where customers pay agents a fee for their services, aligns with the principles of a *wakalah bil ujroh* contract, which is mutually beneficial. This system is deemed effective in serving the community by facilitating transactions between the bank and the public through Brilink. This study contributes to the broader understanding of the implementation of Islamic finance at the micro and local levels, particularly because Brilink employs the *wakalah bil ujroh* contract, which is permissible under Islamic financial law.

The researcher acknowledges the limitations of this study, which focuses on analyzing fund transfers through Brilink within the framework of the *wakalah bil ujroh* contract from an Islamic perspective. Therefore, it is recommended that future research should conduct an in-depth analysis of fund transfers via Brilink, considering

other aspects such as customer and Brilink partner perspectives.

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