ABSTRACT

Developments in this era of globalization touch various aspects, one of which is influencing the way humans transact, for example, with the existence of financial technology or fintech. One of the most widely used fintech companies is Kredivo. Kredivo is a money lending service company that provides instant credit solutions for borrowing or purchasing goods with a pay later system or with a time tenor. This research aims to analyze how the online lending system works at Fintech Kredivo. Then to find out how the customer payment system is, is it in accordance with sharia economic law or even deviating from the law on debt and credit that has been prescribed by law.

The research method used is qualitative research. Qualitative research is research that uses a natural background that is intended to understand phenomena that occur in the field using existing methods such as observation and document utilization. This research approach is a normative legal research approach, namely legal research conducted by examining literature or secondary data.

The research results obtained are that some Kredivo fintech are in accordance with Islamic law and some are not. What is in accordance with Islamic law is the existence of evidence of bills/invoices for accounts payable, so that the debt issues are clear. Furthermore, Kredivo has two things that are contrary to Islamic law, namely: (1) The ambiguity of the initial contract with financing when making transactions. In the Kredivo Agreement, it is not explained in detail regarding the financing of the Kredivo loan/installment. Even though in the terms of the gard contract one of them is "The amount of the loan (al-Qardh), must be known by measuring the scales or the amount". (2) There is an element of usury qardh, namely the requirement for excess repayments of loans made at the beginning of the contract or debt agreement, so that when the debt is due, the debtor (mugridh) receives a return of the principal plus the excess required from the recipient of the debt (muqtaridh), then there is usury. jahiliyyah, which if the debt is not paid according to a predetermined time, then the customer will be charged a late fee, and the fine is compound every month, and this is also prohibited and forbidden in Islamic law

Keywords: Kredivo, debts, sharia economic law