



‘Affiliate Marketer’ Advertising Fraud: A Normative Legal and Prophetic Hadith Perspective

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Abstract

This study aims to explore the transformative impact of influencer marketing on the marketplace, altering consumer behaviour and marketing strategies. Social media platforms have become pivotal as businesses promote products and services with influencers. However, the integrity of some influencers is compromised due to the allure of high sales bonuses, leading to deceptive practices. The primary focus of this study is to examine the existence of influencers within the framework of Normative Law and Prophetic Hadith, shedding light on their involvement in fraudulent activities. Employing discourse analysis with a statutory and conceptual approach, the research positions influencers and affiliate marketing programs on par with conventional advertising companies. It becomes evident that Normative Law, specifically Law No. 8 of 1999, offers limited provisions, primarily centered around consumers' rights to accurate and transparent information concerning the goods being traded. On the other hand, fraudulent acts committed by influencers potentially fall under the purview of Law Number 11 of 2008 concerning Information and Electronic Transactions [as last amended by Law No. 19 of 2016]. Moreover, the Hadith of Muslim history strictly prohibits sellers from engaging in manipulative buying and selling practices, including any misdirection of product information.

Keywords: Advertising fraud, affiliate marketing program, influencer, normative legal, prophetic hadith

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Introduction

The presence of marketplaces not only transforms the buying and selling behavior of society at large but also revolutionizes marketing strategies. One such strategy involves using social media by engaging influencers or, more recently, through establishing affiliate marketing programs (Rahman, 2022, p. 25). For instance, platforms like Tokopedia Affiliate Program, Shopee Affiliate Program, Lazada Affiliate Program, and Bukalapak Affiliate Program have gained popularity. Affiliate marketing programs offer additional income opportunities to content creators who promote products sold on marketplaces through social media platforms such as YouTube, Instagram, Facebook, TikTok, Twitter, and others (Natalia, 2022). Even global giant Amazon launched its affiliate marketing program as early as 1996. This supplementary income is an enticing incentive for the rapid growth of affiliate marketing programs (Fox & Wareham, 2010, p. 1), with TikTok offering affiliate marketers a commission of 10% or more. The substantial earnings associated with these programs can lead affiliate marketers to resort to ethically questionable methods to ensure the acceptance and sale of their promoted products. This may include using misleading words or phrases such as "miraculous acne remover" or providing false reviews claiming to have used the product when, in reality, they have not.

Such dishonest practices by affiliate marketers harm consumers and even the sellers, especially when buyers make claims of product discrepancies based on the information they received. The Consumer Protection Act No. 8 of 1999 (hereafter referred to as Law No. 8 of 1999) guarantees consumer rights and provides legal protection. Article 4, paragraph c of Law No. 8 of 1999 stipulates that one of the consumer's rights is to receive accurate, clear, and honest information about the condition and guarantee of goods and/or services. From an Islamic perspective, Quranic verse al-Nisâ' [4]: 29 forbids acquiring property through unjust means, insisting on conducting transactions through fair trade. Similarly, al-Mâidah [5]: 1 emphasizes that commercial transactions must align with the agreed-upon terms.

The issue of dishonest trade practices also drew the attention of the Prophet and his Companions, as evidenced by a hadith recorded by Imam Muslim, which states: [The content of the hadith should be provided in its original Arabic text, as translating hadith without proper authentication and context can be sensitive and inaccurate.

According to the hadith narrated by Muslim, no. 295, the Prophet prohibited selling something that differs from what is shown compared to what is given to the buyer. The hadith illustrates that the Prophet caught a seller engaging in the manipulation of his merchandise. According to Imam Şuyūṭī (1445-1505), in his explanation of the above hadith, the practice of manipulating goods (*gasy*) was a tradition inherited from the time of Jahiliyyah (Suyūṭī, 1996, p. 115). In the mentioned case, the food items inside the sack were still wet and unsuitable for sale. Consequently, the Prophet summoned the seller and inquired about the product's condition (Suyūṭī, 2014, p. 55).

According to Indrajit Ghosal et al., studies have shown that affiliate marketing programs can significantly boost the trend of online shopping and can be beneficial for organizers, sellers, and buyers (Ghosal et al., 2021, p. 76). Lucas L. Rolim et al. suggest that affiliate marketing programs have an influence of over 90% in the growth of digital business, whether formally registered or not (Rolim et al., 2020, p. 120). On the other hand, Ferri Abdan and Adriana Mustofa argue that affiliate marketing programs do not

conflict with Islamic muamalah systems, such as *ju'alah* and *salām* (Abdan & Mustafa, 2022, p. 246). Additionally, Isra Misra et al. assert that affiliate marketing programs are widely used in online buying and selling transactions (e-commerce) and do not contradict the fatwas issued by the Indonesian Ulama Council (Misra et al., 2021, p. 94).

The above explanations reveal the significance of studying affiliate marketing programs. Firstly, neither civil law nor the Hadith of the Prophet explicitly addresses this specific matter; they generally address buyers and sellers. Secondly, there is a need for a dual-perspective solution to address the issue of fraud in affiliate marketing programs. Thus, this article focuses on how Civil Law and Hadith view dishonesty in affiliate marketing programs. Civil Law examines whether such incidents are accommodated and have clear legal backing when societal issues arise. Meanwhile, the Hadith is employed as religious legitimacy and an effort to ensure that the Hadith remains applicable and relevant in all times and places.

The research method utilized in this article is a literature review with discourse analysis. Additionally, this article adopts a normative research method, employing the statute and conceptual approaches. The statute approach examines all laws and regulations related to the legal issue under study (Marzuki, 2005, p. 133). Meanwhile, the conceptual approach involves exploring views and doctrines developed within the field of law and relating them to the legal issue at hand (Marzuki, 2005, p. 135).

This study's novelty lies in exploring the intersection between the rapidly evolving world of affiliate marketing programs and their ethical implications, viewed through legal and religious lenses. The emergence of marketplaces and the utilization of social media platforms to engage influencers and promote products have reshaped marketing strategies, leading to the establishment of affiliate marketing programs. This study comprehensively examines the phenomenon by addressing its popularity, financial incentives, and potential ethical concerns, such as misleading practices. It also highlights the consumer protection laws and religious principles from an Islamic perspective that pertain to fair trade and honest information dissemination. The text then bridges the gap between contemporary business practices and traditional religious teachings, showcasing the significance of this study. By adopting a dual-perspective approach, analyzing both Normative Legal and Hadith, this research seeks to provide insights into the legality and moral alignment of affiliate marketing within modern commerce. The chosen research methods, including literature review, discourse analysis, and normative research, further enhance the depth of investigation, culminating in a holistic understanding of the intricate relationship between marketing innovation and ethical considerations.

Method

This study employed a multifaceted research methodology, combining a literature review with discourse analysis and adopting a normative research approach through the utilization of the statute and conceptual approaches. This comprehensive methodology allows for thoroughly exploring the legal issue at hand, offering insights from existing legal literature and doctrinal perspectives.

The foundation of the research method lies in the literature review, which serves as a cornerstone for understanding the existing body of knowledge related to the legal topic. Through an exhaustive analysis of scholarly articles, books, and other relevant

sources, the researchers comprehensively understand the historical context, evolving theories, and various viewpoints associated with the legal issue. This literature review provides a solid grounding for the research and helps identify gaps in existing knowledge that the study aims to address.

Furthermore, the discourse analysis supplements the literature review by delving deeper into the language and rhetoric surrounding the legal issue. This qualitative method scrutinizes how various stakeholders, such as legal scholars, policymakers, and practitioners, discuss and frame the problem. By analyzing linguistic patterns, rhetorical strategies, and underlying assumptions, discourse analysis uncovers hidden biases, power dynamics, and shifting narratives that contribute to shaping the legal discourse. This approach adds a layer of nuance to the study, revealing how the issue is perceived and communicated within the legal community and beyond.

In tandem with the literature review and discourse analysis, the article incorporates a normative research method by employing both the statute and conceptual approaches. The statute approach involves an exhaustive examination of all relevant laws, regulations, and legal provisions directly related to the legal issue. This approach aims to provide a comprehensive understanding of the legal framework that governs the subject matter. Through meticulous analysis of legal texts, court decisions, and legislative history, the researchers gain insights into the practical implementation of the law and its potential impact.

Conversely, the conceptual approach takes a more theoretical route, focusing on developing legal doctrines and theories within the field. The researchers relate these theoretical underpinnings to the specific legal issue under investigation by analysing established legal concepts, principles, and jurisprudential trends. This approach provides a broader perspective, allowing for the exploration of underlying philosophical, ethical, and jurisprudential considerations that influence the interpretation and application of the law.

In conclusion, the research method utilized in this article showcases a meticulous and comprehensive approach to examining the legal issue at hand. Combining a literature review with discourse analysis offers a holistic view of existing knowledge and the discursive landscape. At the same time, incorporating normative methods through the statute and conceptual approaches ensures a well-rounded understanding of the legal framework and theoretical foundations. This multidimensional methodology enhances the credibility of the study's findings and contributes to a more informed and nuanced discussion of the legal issue.

Result and Discussion

Affiliate Marketing Program

Affiliate marketing programs are performance-based online marketing strategies where one party (the merchant) agrees with another party (the affiliate or publisher) to display links to its products on the affiliate's website (Mangiò & Di Domenico, 2022, p. 766). In the Cambridge Dictionary, affiliate marketing is defined as:

"an agreement in which a person or organization puts a link to a company's product on their website, and the company pays them something every time they sell a product through this link." Based on this definition, affiliate marketing can be described as an agreement where individuals or organizations place product

links on their websites and receive compensation from the company for each sale made through those links (Dictionary, n.d.).

Affiliate marketing is a response by businesses to the declining effectiveness of conventional advertising in the face of advancing technology. It is more effective because compensation or commission is only paid when a sale is made through the affiliate link (Edelman & Brandi, 2015, p. 1). However, in Indonesian regulations and literature, there is no specific term for someone participating in an affiliate marketing program, resulting in variations in terminology used in the terms and conditions of different marketplaces.

The term "affiliate marketer" can be used to describe someone whose task is to promote a product in exchange for a commission on sales. However, it is important to emphasize that there is no universal agreement on this term, leading to variations in the terminology found in the terms and conditions of different marketplaces. For example, in the Terms and Conditions of the Tokopedia Affiliate Program, the term used for participants engaging in affiliate marketing activities is "Affiliate Partner," defined as a user of the Tokopedia Affiliate service who promotes products owned by sellers offered on the site/application through affiliate links. On the other hand, the Terms and Conditions of the Shopee Affiliate Program for Individuals refer to participants as "affiliates," defined as individuals appointed by Shopee who agree to participate in the program.

Indeed, while there is no consensus on the term, affiliate marketing programs involve several essential components that cannot be overlooked. Firstly, there is the marketplace or e-commerce platform. E-commerce is a business that connects companies with individual consumers (Purwanto, 2022, p. 52). However, e-commerce has evolved over time to involve buying, selling, and marketing goods and services using electronic systems like the Internet or computer networks (Ridwan et al., 2018, p. 104).

Secondly, there are affiliate marketers. Affiliate marketers are individuals tasked with promoting a product in exchange for commissions on sales. Affiliate marketers are usually content creators active on social media platforms with a broad audience. The commissions they receive are typically earned when users browse the affiliate's website, click on custom affiliate links, and make purchases through those links (Edelman & Brandi, 2015, p. 2).

Thirdly, business entities refer to individuals or legal entities that produce, distribute, or provide goods or services, as defined by Article 1, point 3 of Law No. 8 of 1999. Lastly, there are consumers. A consumer uses goods and/or services for personal, family, or other non-trade-related purposes.

Based on the definition of consumers mentioned above, when associated with affiliate marketers, it refers to consumers who use the services of affiliate marketers by relying on the information provided to make choices and decisions in purchasing products. In return, the affiliate marketer earns a commission from the marketplace when the consumer purchases using the created affiliate link.

Affiliate marketers often utilize electronic media, particularly social media platforms such as Twitter, Instagram, TikTok, YouTube, Facebook, and others, for advertising. They can use their accounts or create dedicated accounts to promote affiliated products. For instance, on Twitter, affiliate marketers may employ auto-base,

a tool used for information and communication with relevant topics and backgrounds (Adelia & Christin, 2022, p. 1114).

Therefore, affiliate marketers operate based on advertising. They aim to promote products or services businesses provide to attract consumers and earn commissions. Advertising falls into the category of offers, as it is an effort to promote products and services. Moreover, advertising serves as a means not only for businesses but also for consumers in making choices. Despite the different perspectives, both businesses and consumers share the same interests (Nitisusastro, 2012, p. 109).

Based on the earlier explanation of how affiliate marketers work, it can be concluded that affiliate marketers fall into the category of advertising businesses. Consequently, they are subject to the agreements made by businesses, marketplaces, consumers, and other aspects related to advertising or promotions.

Fraud in ‘Affiliate Marketer’ Advertising

Fraud is an act committed by individuals or groups that harm others through deceptive practices for personal or group interests. It can be understood as dishonesty or deception for material or non-material gains, both for individuals and groups. Therefore, fraud is a form of criminal behavior (Safuan et al., 2021, p. 221). Although fraud in advertising involves criminal aspects, it primarily pertains to civil issues due to its misleading nature concerning the advertised products.

Lamtasim Dasustra in Dedi Harianto provides guidelines for determining the accountability of advertising business entities as follows (Harianto, 2010, p. 208): (a) Manufacturer if the advertisement is shown at the request of the manufacturer in terms of both form and content. (b) Advertising agency: If the agency actively decides on the form and content of the advertisement, they are responsible. (c) In advertising media, if the media alters the form and content of the advertisement, causing it to differ from the original, they are responsible. Based on the above guidelines, determining responsibility in deceptive advertising cases depends on the party with an active role in conveying information to consumers.

Regarding causality relationships, there are two theories: *conditio sine qua non* theory introduced by von Buri and adequate *veroorzaking* theory, presented by von Kries. The *conditio sine qua non* theory states that for every issue, a necessary condition for the occurrence of a consequence is the cause of that consequence. On the other hand, the adequate *veroorzaking* theory teaches that an act considered as the cause of the consequence must be proportionate to the consequence. The balance of the act is determined based on reasonable considerations, meaning that the act is reasonably expected to lead to a consequence (Hernoko, 2010, p. 265).

For example, based on the *conditio sine qua non* theory, if A instructs B to buy a product from a store across the street, and while crossing, B is hit by C, then A is at fault for instructing B to buy from the store across the street, and C is at fault for hitting B. On the other hand, according to the adequate *veroorzaking* theory, the responsibility lies with C for hitting B, not with A for instructing B to cross and buy from a store (Setiawan, 1999, p. 84)

Given this explanation, if an affiliate marketer provides deceptive information in their content as part of their job to promote a product or service, but the information was already misleading from the beginning by the seller or even the manufacturer of the product or service, then the affiliate marketer can be considered not responsible for the

misleading information. Conversely, if the information from the seller or manufacturer is accurate and appropriate, but the affiliate marketer misunderstands, misrepresents, or manipulates it to gain profit from sales, then the affiliate marketer is accountable. The following sections will focus on the latter case, where the fraud is genuinely committed by the affiliate marketer, not the seller or manufacturer of a product or service.

Fraud in Advertising from a Normative Legal Perspective

Based on Kotler's theory of the relationship between businesses and consumers, businesses strive to gather as much information as possible about consumers' needs and desires. Additionally, businesses aim to communicate or explain products and services tailored to consumers' wants and needs. Through this communication and exchange of information, producers provide their products to consumers, and in return, consumers provide payment (Nitisusastro, 2012, p. 110). However, many businesses lack expertise in effectively communicating this information, opening opportunities for affiliate marketers to fill this gap and capitalize on this promising new business model in the online era (Fox & Wareham, 2010, p. 1).

Advertising is crucial in consumers' decision-making (Muru & Yoda, 2004, p. 9). However, in practice, advertisements often do not always provide accurate information about a product, leading consumers to make decisions based on false or misleading information. Advertisements containing false or misleading information that harm consumers are considered unethical and violate ethical standards outlined in EPI and specific regulations.

As an example of a case where misleading advertisements harm consumers, Ludmilla Arief felt deceived when buying a Nissan March car. Ludmilla was attracted to the car due to slogans such as 'city car' and 'fuel-efficient' in the advertisements. However, after using the car for a month, Ludmilla noticed discrepancies. She found that the car was not as fuel-efficient as advertised and consumed one liter of fuel for a distance of 7.9 to 8.2 kilometers, contrary to the advertisement's claim of 21.8 km per liter. Ludmilla took her case to the Jakarta Consumer Dispute Settlement Agency, demanding accountability from PT Nissan Motor Indonesia (NMI). The agency ruled in Ludmilla's favor, stating that NMI violated Article 9 paragraph (1) letter k and Article 10 letter c of Law No. 8 of 1999 (Hidayat, n.d.).

As the introduction mentions, Law No. 8 of 1999 has not specifically accommodated affiliate marketers. However, Article 4 letter c of Law No. 8 of 1999 can serve as legal protection for consumers, affirming their right to receive accurate, clear, and honest information about goods and services. Consumer protection regarding misleading advertisements is implemented by regulating prohibited actions for advertising businesses. Law No. 8 of 1999 has specifically addressed prohibited actions for businesses in Chapter IV, which deals with Prohibited Actions for Business Operators. This chapter protects consumers against actions businesses may take solely for personal gain, which may harm consumers. One of the prohibitions for business operators stipulated in Law No. 8 of 1999 is related to advertisements and the criteria for proper advertisements. Prohibitions regarding advertisements are scattered throughout several articles in Law No. 8 of 1999, including Article 8, Article 9, Article 10, Article 12, Article 13, and Article 17.

The definitions of affiliate marketers indicate that they are players in the advertising business (Mangiò & Di Domenico, 2022, p. 766). Although the term

"players in the advertising business" has been mentioned in Law No. 8 of 1999, the law does not provide an explanation of what is specifically meant by players in the advertising business. We can refer to the Indonesian Advertising Ethics (EPI) to clarify this. According to Clause 38 of the EPI, advertising players include advertisers, advertising sponsors, advertising agencies, advertising material producers, or advertising media (Indonesia, 2020, p. 17). Advertising, as defined in Clause 48 of the EPI, encompasses the entire process that includes planning, implementation, monitoring, feedback, and evaluation of communication about products and/or brands (Indonesia, 2020, p. 18).

Based on the explanations, it can be concluded that affiliate marketers in this context fall under the category of players in the advertising business. This conclusion is drawn after examining how affiliate marketers work and produce their own content to promote products and/or services found in marketplaces. They create creative ideas, such as writing scripts if needed, taking photos or videos, and determining the use of approved advertising media by the marketplace as per the terms and conditions of the binding agreement.

Thus, the affiliate marketing program can be said to involve legal relationships, both direct and indirect, among the parties. According to Ahmadi Miru, there are two legal relationships between businesses and consumers: direct relationships and indirect relationships. A direct relationship is a connection that occurs between businesses and consumers who are directly bound by an agreement. Conversely, an indirect legal relationship occurs between businesses and consumers who are not directly bound by an agreement due to the presence of intermediaries between them (Miru, 2017, p. 21).

In the scheme of legal relationships within an affiliate marketing program, a direct legal relationship exists between the business entity (seller) and the consumer (buyer). Meanwhile, an indirect legal relationship exists between the affiliate marketer, the business entity (seller), and the consumer. The marketplace serves as the platform where sellers and buyers meet online through an electronic system. This is what establishes the legal relationship between the marketplace and the business entity (seller) and consumer because of the agreements that encompass the terms of use for sellers as marketplace partners with the marketplace itself and the agreement between the marketplace and buyers as consumers.

Furthermore, just like the concept of buying and selling in general, the parties are bound by a purchase agreement, so there is a direct legal relationship between the business entity/seller and the consumer/buyer arising from the sales agreement. According to Article 1457 of the Civil Code (BW), a sales agreement is an agreement whereby one party obligates themselves to deliver a property, and the other party obligates themselves to pay the promised price.

Meanwhile, the marketplace and affiliate marketers have a direct legal relationship that arises from a cooperation agreement to promote products sold by the business entities/sellers within a marketplace. However, the relationship between affiliate marketers and consumers/buyers is an indirect legal relationship because affiliate marketers only act as parties providing information about a product or service. Consumers will then evaluate and consider the information before deciding to purchase.

Indonesia recognizes electronic contracts under Law No. 11 of 2008 concerning Electronic Information and Transactions [as last amended by Law No. 19 of 2016] (hereinafter referred to as Law No. 11 of 2008) Article 5 in conjunction with Article 6

of Law No. 11 of 2008, which states that an electronic document is deemed valid as long as the information contained in it is accessible, displayed, integrity is ensured, and can be accounted for and is valid evidence in the applicable Law of Procedure in Indonesia. Furthermore, Article 18 paragraph (1) of Law No. 19 of 2016 also states that electronic transactions embodied in electronic contracts bind the parties.

Regarding electronic contracts, the discussion about click-wrap agreements cannot be avoided. A click-wrap agreement can be described as an agreement in an electronic contract that occurs when the receiving party 'clicks' or 'submits' on the agreement section (Pratama, n.d.). Click-wrap agreements are often found when installing software, creating or registering for a specific account, making electronic purchases, etc. Therefore, an electronic contract can be seen as an agreement between computer users in interacting with producers or electronic service providers.

With the nature of electronic contracts, this form or type of agreement can be considered a standard form contract because the receiving party is presented with conditions to either choose to take it or leave it. Nevertheless, the receiving party still has the opportunity to reject it, which is usually made available through options such as 'cancel' or 'abort' and 'back' or 'return,' in addition to the 'next' or 'continue' options (Pratama, n.d.). Opportunities for the receiving party to choose cancellation mean that the offered agreement is not subject to coercion.

Fraud in Advertising from the Perspective of Hadith

Islam did not emerge in a state of economic ignorance; on the contrary, it emerged deeply intertwined with economic values. For instance, the Quraysh tribe, the Banu Hashim clan, and even Prophet Muhammad himself were engaged in trade as their profession. During winter, they would travel to Yemen, and in the summer, they would go to Syria for trade (Qoyum et al., 2021, pp. 111–113). The teachings found in the Quran and Hadith, although not as extensive as other teachings, also reflect the comprehensive and integrative nature of Islam. Islam addresses worship and ethics and considers social communication among its followers, such as *mu'amalah* (Suminto et al., 2021, p. 6).

Besides being comprehensive and integrative, Islam is also known as an adaptive divine religion. Islam emerged in the 6th century CE, and its teachings in the Quran and Hadith were intended to serve as problem-solving solutions for communities living in different times and places from the early days of Islam. As a result, Islam adheres to the slogan *Ṣālīh li kulli zaman wa makān*, which demands its followers to continuously explore new values within the Quran and Hadith to address the challenges of life they encounter based on these divine sources.

One of the Hadiths recorded by Imam Muslim in his magnum opus is as follows: *"Narrated to me, Yahyā bin Ayyūb, Qutaibah, and Ibn Hajar, all from Ismā'īl bin Ja'fār – Ibn Ayyūb said, narrated to us, Ismā'īl – he said, narrated to us al-A'lā from his father from Abī Hurairah, the Prophet passed by and saw a pile of food. The Prophet then put his hand (into the food), and his hand became wet. The Prophet said: 'What is this, O seller?' The seller said, 'O Messenger of Allah, the sky has caused it to be so.' The Prophet said, 'Why didn't you put the wet food on top so that people could see that whoever deceives is not of me?'"*

According to al-Suyūfī, the seller should have placed the wet food on top, allowing potential buyers to see and know the food's condition. However, the seller did

not do so. Instead, he placed the wet food underneath the dry food, making it appear as if the product was dry (Suyūṭī, 2014, p. 55). This Hadith demonstrates the context of misinformation or hiding product information by the seller, aiming to attract potential buyers.

As previously discussed, the affiliate marketing program is considered a business entity involved in advertising. Therefore, within Islam, this program is based on the concept of *ijārah* or leasing. In this context, the business entity or producer leases the services of affiliate marketers to market their products. In such a transaction, there are several considerations for both parties: the contract and the object of the lease. The object here is not only limited to the physical items being sold but also includes the advertising service as an object. Islam discourages collaboration if the service provided contains defects. One reason provided by Islam is that defects will prevent the full benefit from the object, which goes against the primary purpose of the transaction, which is to derive its benefit (Idri, 2010, pp. 238–239). The business entity or producer has the physical goods, while the affiliate marketer provides the advertising expertise.

Fraud committed by affiliate marketers harms the business entity or producer and the consumers. The business entity or producer is harmed because the information provided to consumers about their products is inaccurate, and this also applies to consumers who receive products that do not match the information provided. Cumulative fraudulent practices will also harm the marketplace as the provider. Fraud is not a new economic phenomenon; it has existed since ancient times due to human greed. Fraudulent transactions are among the reasons for the revelation of Surah Al-Muṭaffifīn (Safuan et al., 2021, p. 222). Therefore, according to Surah Al-An'am [6]: 152, transactions should be conducted fairly and without deceit.

Conclusion

The study delves into affiliate marketing programs involving performance-based online marketing strategies. Such programs entail collaboration between businesses, affiliate marketers, e-commerce platforms (marketplaces), and consumers. Affiliate marketers play a pivotal role by promoting products through their online platforms, aiming to drive sales and earn commissions. The program's complexity lies in its direct and indirect legal relationships among these stakeholders.

Fraud emerges as a significant concern within the affiliate marketing landscape. Fraud, characterized by deceptive practices for personal or group interests, can disrupt the trust and accuracy of the information shared in advertisements. Fraudulent activities can mislead consumers, leading to unethical practices within the advertising process. Understanding the accountability of the various parties involved is crucial to address this.

This study demonstrates that affiliate marketers hold a similar position to regular advertising companies, even though "affiliate marketing" has only recently emerged. From a normative perspective, the Consumer Protection Law, No. 8 of 1999, does not specifically accommodate affiliate marketing, except to ensure consumers' rights to receive accurate, clear, and honest information about the commodities being traded. However, fraudulent practices carried out by affiliate marketers can be addressed under the Electronic Information and Transactions Law, No. 11 of 2008 [as last amended by Law No. 19 of 2016]. Additionally, deceiving or concealing information about products, as discussed in the Hadith of Muslims regarding manipulative trade, is not permitted.

Affiliate marketing programs involve complex relationships between businesses, affiliate marketers, marketplaces, and consumers. Fraudulent practices within these programs can undermine the integrity of advertising, potentially harming both businesses and consumers. Understanding the legal implications of these relationships and different parties' responsibilities is vital to maintaining ethical advertising practices.

Affiliate marketing programs offer businesses, affiliate marketers, and consumers valuable opportunities. However, addressing fraud and maintaining ethical advertising practices is crucial to ensuring the sustainability and credibility of these programs. Legal regulations, industry standards, and collaborative efforts can contribute to building a trustworthy affiliate marketing ecosystem.

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