

## ISLAMIC LEGAL REVIEW OF SINGLE-SIDED COMMISSION CHANGES BY SELLERS ON TIKTOK AFFILIATES: Analysis Based on the Principle of *An-taradhin minkum*

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### Abstract

This article analyses the validity of unilateral commission changes in the TikTok Affiliate Programme by focusing on the principle of *antaradhin minkum* as a substantive requirement of *muamalah* contracts. It relates it to the nature of affiliate agreements as standard digital agreements from a contract law perspective. This article takes a normative, conceptual approach to examine consent (*ridha*) in Islamic jurisprudence, the principles of agreement in civil law, and the construction of consent in digital contracts. To provide a practical context, this analysis is supported by limited empirical illustrations in the form of interviews with active *affiliates*, which are used as contextual illustrations (illustrative vignettes) rather than as a basis for legal determination. The analysis shows that changes to commissions after performance, without meaningful re-approval, can constitute formal consent, which does not fully reflect the substantive consent required in *muamalah* contracts. This condition can affect the validity of the contract and weaken legal protections for *affiliates*. The authors conclude that regulating digital *muamalah* practices is important to ensure that contractual consent does not stop at formalities and to ensure substantive consent and a more balanced legal relationship in platform-based affiliate schemes.

**Keywords:** Digital Business Platform, Fairness Payment, Islamic Economic Law, and TikTok affiliates



## Abstrak

Artikel ini menganalisis validitas perubahan komisi sepihak dalam Program Afiliasi TikTok dengan berfokus pada prinsip *antaradhin minkum* sebagai persyaratan substantif dalam kontrak *muamalah*. Artikel ini mengaitkannya dengan sifat perjanjian afiliasi sebagai perjanjian digital standar dari perspektif hukum kontrak. Artikel ini mengambil pendekatan normatif dan konseptual untuk mengkaji persetujuan (*ridha*) dalam fiqih Islam, prinsip-prinsip perjanjian dalam hukum perdata, dan konstruksi persetujuan dalam kontrak digital. Untuk memberikan konteks praktis, analisis ini didukung oleh ilustrasi empiris terbatas berupa wawancara dengan afiliasi aktif, yang digunakan sebagai ilustrasi kontekstual (*vignette ilustratif*) rather than sebagai dasar untuk penentuan hukum. Analisis menunjukkan bahwa perubahan komisi setelah pelaksanaan, tanpa persetujuan ulang yang berarti, dapat merupakan persetujuan formal, yang tidak sepenuhnya mencerminkan persetujuan substantif yang diperlukan dalam kontrak *muamalah*. Kondisi ini dapat mempengaruhi validitas kontrak dan melemahkan perlindungan hukum bagi afiliasi. Para penulis menyimpulkan bahwa mengatur praktik *muamalah* digital penting untuk memastikan bahwa persetujuan kontrak tidak berhenti pada formalitas dan untuk memastikan persetujuan substantif serta hubungan hukum yang lebih seimbang dalam skema afiliasi berbasis platform.

**Kata Kunci:** Afiliasi TikTok, Hukum Ekonomi Islam, Platform Bisnis Digital, dan Pembayaran Adil

## INTRODUCTION

The development of digital technology has driven significant transformations in economic activities. Digital platforms do not merely function as technological intermediaries but have become the primary entities governing participation terms, risk distribution, and reward mechanisms for their users. In this system, individuals who depend on platforms, such as content creators and *affiliates*, are structurally in a weaker bargaining position than platforms and major business actors. This imbalance does not always

manifest as direct coercion, but rather through standardised contracts, algorithms, and unilateral policies that are difficult to negotiate.<sup>1</sup>

This phenomenon is also growing rapidly in Indonesia, alongside the increasing use of social media for commerce (social commerce). One prominent platform is TikTok, a short-form video social media platform that not only serves as a space for digital expression but also provides an infrastructure for economic transactions through its TikTok Affiliate Programme feature. Through this programme, *sellers* promote products via affiliate videos, and in return, affiliates receive a commission if a transaction results from the promotion.<sup>2</sup>

The legal relationship between *sellers* and *affiliates* in the TikTok Affiliate Programme is established through a standard electronic contract set by TikTok.<sup>3</sup> *Affiliates* have no room to negotiate substantive clauses of the agreement, including those regarding commission amounts and changes. They are only given the choice to accept or reject the terms and conditions set unilaterally by the platform.<sup>4</sup> In practice, this policy allows *sellers* to unilaterally reduce or eliminate commissions, including after affiliates have fulfilled their obligations to create and publish promotional content and after a transaction has taken place.

This situation indicates a shift in economic risk from *the seller* to *the affiliate*. *Affiliates* bear the costs of time, effort, and digital reputation in the promotion process. Still, the remuneration to which *they* are entitled can be changed unilaterally without any meaningful re-approval mechanism. In fact, *affiliates* are in a *take-it-or-leave-it* position, so that the consent given reflects structural coercion rather than free will.<sup>5</sup>

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<sup>1</sup> Crescentia Viola Priscilla Audra Hapsari and Gunardi Lie, "Analysis of Consumer Protection in Electronic Contracts in Indonesian E-Commerce Transactions," *Indonesian Legal Media (MHI)* 3, no. 4 (2025): 28–33.

<sup>2</sup> Siti Kotimah, "Islamic Legal Review of the Commission System in the TikTok Affiliate Programme (A Study of TikTok Content Creators in Ponorogo)" (Ponorogo State Islamic Institute, 2023).

<sup>3</sup> Fadiana Zahra Siswapranata and Noor Fatimah Mediawati, "Eligibility of TikTok Shop as a Legitimate Platform for Conducting Online Sales Transactions in Indonesia," *Muhammadiyah University Sidoarjo*, 2016, 1–13.

<sup>4</sup> TikTok, "TikTok Shop Affiliate Programme Terms & Conditions (Standard Digital Contract Terms)," 2025, <https://www.tiktok.com/legal/page/row/terms-of-service/id>.

<sup>5</sup> Scivi Junifer Kapoh, Ronny A. Maramis, and Friend H. Anis, "Legal Study of the Application of Electronic Standard Contracts in E-Commerce Transactions," *Lex Et Societatis* VIII, no. 3 (2020): 128–38.

From an Islamic law perspective, the legal relationship between *sellers* and *affiliates* in the TikTok Affiliate Programme can be classified as a service contract, which is similar in nature to an *ijarah* or *ju'alah* contract, reflecting a contemporary form of contract that cannot be entirely equated with classical contracts. Consequently, the validity of this legal relationship is not only determined by the existence of formal consent, but also by the fulfilment of substantive principles that are the conditions for a valid contract.

Every muamalah contract in Islamic law must be based on the principle of *an-taradhin minkum*, namely mutual consent between the parties. This principle requires consent that is freely given and does not contain elements of coercion, manipulation, or unfair deprivation of rights, as stated in Q.S. an-Nisā' [4]: 29.<sup>6</sup>

However, some contemporary Islamic legal studies still tend to understand the principle of *an-taradhin* formally, namely, that it is sufficient to have written or electronic consent at the initial stage of the contract, without examining whether the consent was given in an equal relationship. This approach can be found, among others, in Siti Kotimah's study, "An Islamic Law Review of the Commission System in the TikTok *Affiliate Programme*", which places initial consent as an indicator of the fulfilment of the element of willingness, without discussing in depth the implications of unilateral changes to performance and rewards in digital service contracts. In the context of platform-based contracts, this formal approach is problematic because it ignores the structural inequality inherent in standardised contracts and platform policies, particularly when commissions are unilaterally changed after performance has been completed.

Several studies in Indonesia over the last five years have examined digital affiliation practices and electronic contracts, but they have not directly addressed substantive willingness in digital muamalah contracts. Rachmat (2024), through his thesis "Legal Protection for *Affiliates* in Commission Payments in the TikTok *E-Commerce Programme* from the Perspective of the Civil Code."<sup>7</sup> Highlights the imbalance in affiliates' bargaining position in standard affiliation agreements from a civil-law perspective, but does not link this to the principles of Islamic law. Similarly, Kharisma (2023) in her thesis

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<sup>6</sup> Al-Qur'an, Q.S An-Nisa' [4] : 29

<sup>7</sup> Brilliant Kusuma Rachmat, "Legal Protection for *Affiliates* in Commission Payments in the TikTok *E-Commerce Programme* from the Perspective of the Civil Code" (UIN Syarif Hidayatullah, 2024).



“Legal Protection for *Affiliates* Against Product Marketing Videos Used by Other Parties Without Permission on the TikTok Platform from the Perspective of Copyright Law,”<sup>8</sup> focuses her analysis on the legal protection of content and copyright issues, without discussing unilateral commission changes or their implications for contract validity. Meanwhile, Hapsari (2025), in the article “Analysis of Consumer Protection in Electronic Contracts in Indonesian E-Commerce Transactions,” emphasises that electronic contracts, as standard contracts, can place certain parties in a structurally disadvantaged position. However, the study remains general in nature and does not specifically address digital affiliate practices or the principle of *antaradhin minkum*.

The condition of unilateral change is important to study because it addresses the central issue of exchange fairness in digital service contracts. The service has been provided, but the reward can be changed unilaterally, thereby disrupting the balance of rights and obligations and causing *gharar* on the *ujrah*/commission side. In the massive practice of *social commerce*, the “take it or leave it” pattern has the potential to normalise false consent and change the standard position of *antaradhin* from substantive consent to a mere click of approval. Therefore, an analysis that combines the characteristics of standard platform contracts with the valid conditions of contracts under Islamic law is needed to determine the limits of reasonable commission changes and their implications for contract validity and the protection of *affiliates*.

Based on this mapping, it can be concluded that, to date, no article has explicitly examined unilateral commission changes in the TikTok Affiliate Programme using the principle of substantive consent (*an-taradhin minkum*) in Islamic law, nor has it discussed the characteristics of standard digital contracts in contract law. Therefore, this article focuses on analysing the characteristics of affiliate contracts on the TikTok platform, the parties’ legal positions, and the validity of unilateral commission changes from the perspectives of contract law and Islamic law, to strengthen legal protection for *affiliates* in digital muamalah practices.

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<sup>8</sup> Zanuba Feby Kharisma, "Legal Protection for Affiliates Against Product Marketing Videos Used by Other Parties Without Permission on the TikTok Platform: A Copyright Law Perspective" (UIN Kiai Haji Achmad Siddiq Jember, 2024).

## DATA AND METHOD

This study is a normative legal study with a conceptual approach. The choice of normative method is based on the research objectives, which focus on assessing norms, principles, and legal concepts in both muamalah fiqh and contract law; therefore, this study is not intended to test empirical behaviour or construct sociological generalisations.<sup>9</sup> A conceptual approach is used to examine the construction of contracts in digital affiliation practices. This approach allows for a normative analysis of contemporary muamalah practices that have developed through digital platforms, without limiting the study to a rigid typology of classical contracts.

The nature of this research is descriptive-analytical,<sup>10</sup> understood as the process of first describing the practice of unilateral commission changes in the TikTok Affiliate Programme, then analysing these practices against the principles of *an-taradhin minkum*, the principle of balance, and good faith in the implementation of contracts. The factual description does not stand alone; it serves as the basis for the normative assessment of the compatibility of these practices with Islamic and contract law provisions.

The types of data used consist of normative data as the main data and non-determinative supporting data. Normative data were obtained through a literature review of the Qur'an, muamalah fiqh literature, laws and regulations, DSN-MUI fatwas, official TikTok Affiliate Programme policies, and relevant scientific journal articles. Meanwhile, supporting data was obtained through limited interviews with active *affiliates*, which were used solely as contextual illustrations to clarify the picture of commission changes and were not positioned as a basis for legal determinations or as empirical data analysed thematically.<sup>11</sup>

The data were presented qualitatively and descriptively by systematically compiling normative data in accordance with the research problem formulation.<sup>12</sup> The interview data were presented in a limited narrative form as *illustrative vignettes* to show the relevance of the normative

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<sup>9</sup> Muhaimin, *Legal Research Methods*, 2020th ed. (Mataram University Press, 2020).

<sup>10</sup> Wiwik Sri Widiarty, *Textbook on Legal Research Methods*, April 2024 (Yogyakarta: Publika Global Media, 2024).

<sup>11</sup> Ika Atikah, *Legal Research Methods*, ed. Zulfa and Nita, First Edition (Sukabumi: Haura Hutama, 2022).

<sup>12</sup> Muhaimin, *Legal Research Methods*.



issues analysed, without changing the character of the research as normative-conceptual legal research.<sup>13</sup>

Data analysis techniques were carried out through normative qualitative analysis with the stages of identifying the legal character of the affiliation agreement as a standard digital contract, assessing the position of the commission as part of the performance in the service contract, and analysing unilateral commission changes based on the principles of *antaradhin minkum*, the principle of justice, and good faith. Legal conclusions are drawn deductively by treating supporting data only as context, not as the basis for determining norms.<sup>14</sup>

## RESULTS AND DISCUSSION

### A. Overview of the TikTok Affiliate Programme and the Legal Position of Sellers and Affiliates

TikTok is a short-video-based social media platform that has evolved into a content-based economic interaction space (social commerce). Through the TikTok Affiliate Programme, TikTok facilitates collaboration between sellers and affiliates by enabling product-promotion videos on the platform, with commissions paid when those videos drive transactions. This scheme is a performance-based marketing model in which affiliate income depends entirely on the content's success in driving purchases.<sup>15</sup>

Mechanically, *affiliates* select products from sellers registered in the TikTok Affiliate Programme, then promote them through video content with links or yellow shopping carts. If consumers complete a transaction through the link and the order meets TikTok's terms and conditions, *the affiliate* receives a commission based on the percentage set by *the seller*. *Affiliates* can clearly see the commission they will receive when adding products to their affiliate storefront. The commission range is 1-4.3% of the product's purchase price for

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<sup>13</sup> Élisabeth Martin, Dave Bergeron, and Isabelle Gaboury, "The Use of Vignettes to Improve the Validity of Qualitative Interviews for Realist Evaluation," *Qualitative Health Research* 35, no. 3 (2025): 267-74.

<sup>14</sup> Atikah, *Legal Research Methods*.

<sup>15</sup> K.A Rahman Rosita Dewi, Yulianti, "The Influence of Self-Control on the Intensity of TikTok Social Media Use Among Students at SMP Negeri 7 Muaro Jambi," *Biblio Couns, Journal of Counselling and Education Studies* 6, no. 2 (2023): 121-31.



consumers who use the clicked *link*.<sup>16</sup> TikTok sets the minimum commission for affiliates; sellers can adjust the amount but must adhere to the minimum percentage. Commissions are paid after the transaction completion period has passed and there are no refund requests, within a certain administrative time limit as stipulated in the programme policy.<sup>17</sup>

From a contractual law perspective, the relationship between *the seller* and *the affiliate* arises through an electronic agreement to the terms of the TikTok Affiliate Programme, which is structured as a standard agreement. This agreement is provided after the affiliate has fulfilled the platform's participation requirements and has declared their willingness to comply with the programme's terms and conditions. This relationship fulfils the characteristics of a contract arising from an agreement, as referred to in Article 1233 of the Civil Code, with reciprocal performance: promotional services from the affiliate and the seller's obligation to pay commission.<sup>18</sup>

However, the affiliate agreement was formed with no room for negotiation on substantive clauses, including those governing the amount and mechanism of commission payment. *Affiliates* were given only the choice to accept or reject all terms and conditions set by *the seller* (commission stipulations/changes) and the TikTok platform. This pattern shows that from the outset of the contractual relationship, the affiliates' bargaining position was unbalanced.<sup>19</sup>

The affiliate's unclear legal status further highlights this imbalance within the framework of positive law. *Affiliates* cannot be classified as workers because they are not subject to an employment relationship, do not receive employment protections, and are not under the seller's or platform's direct command. On the other hand, *affiliates* cannot be regarded as equal business partners, as they lack the authority to determine the economic terms of the cooperation. *Affiliates* are not in the position of consumers who receive

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<sup>16</sup> Kotimah, "Islamic Legal Review of the Commission System in the TikTok Affiliate Programme (A Study of TikTok Content Creators in Ponorogo)."

<sup>17</sup> Lady Maulidia As'ad, "Utilisation of TikTok Affiliate Programme Features from the Perspective of Fiqh Muamalah" (UIN Kiai Haji Achmad Siddiq Jember, 2023).

<sup>18</sup> Noor Fatimah Purwaningsih, Sri Budi, Mediawati, *Textbook on Contract Law and Obligations*, 2018.

<sup>19</sup> Niru Anita Sinaga, "Implementation of the Rights and Obligations of the Parties in Contract Law," *Scientific Journal of Aerospace Law* 10, no. 1 (2019): 1-20.

protection under consumer protection laws.<sup>20</sup> This position places *affiliates* in a relatively vulnerable legal position, especially when disputes arise regarding economic rights.

In the affiliate scheme, commissions not only serve as technical incentives but also form part of the performance that underpins contractual exchange. The promotional services provided by *affiliates* are based on the expectation of certain rewards, so the certainty of commissions is important to the balance of the parties' rights and obligations. TikTok's policy on the affiliate programme, which gives sellers broad authority to set and change commission rates from the outset, creates a potential for conflicts of interest if the policy changes during implementation.

This set of characteristics shows that the TikTok Affiliate Programme constitutes a platform-based legal relationship that, from the outset, contains a structural imbalance between *sellers* and *affiliates*. This imbalance stems not only from policies that give rise to standardised agreements, but also from commission adjustment mechanisms that are entirely under the control of the party with the most influence. This configuration of legal relationships is an important prerequisite for critically examining unilateral changes to commissions and their consequences for the protection of *affiliates'* economic rights.

## **B. Unilateral Commission Changes in the TikTok Affiliate Programme from the Perspective of Contract Law and Islamic Commercial Law**

Unilateral commission changes by *sellers* in the TikTok Affiliate Programme are normatively permitted under standard contracts and platform policies. In practice, *affiliates* create and publish promotional content after reviewing the commission amount set by *the seller*. The commission is clearly displayed on *the affiliate dashboard* and product store page. The programme terms authorize sellers to adjust commission rates in accordance with their respective marketing strategies and internal policies. At the same time, *affiliates* are not provided with an equivalent re-approval mechanism when such changes are made.<sup>21</sup> This practice treats commission not as a key element

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<sup>20</sup> Edi Pranoto Aldi Rozzaq Bimantara, "Legal Protection for Consumers Who Are Harmed in Online Shop Transactions," *Pledoi (Journal of Law and Justice)* 2, no. 1 (2023): 69–78.

<sup>21</sup> TikTok, "TikTok Shop Affiliate Programme Terms & Conditions (Standard Digital Contract Terms)."



in the initial stage of agreement formation, but as a variable that can be changed at the will of the party in a superior position.

After the content *went viral* and transactions increased, some sellers adjusted their commission policies, either by reducing the percentage or by eliminating commissions on subsequent transactions within a certain period. In 2025, *Toko Netizen Fashion ID*, with the username *@netizenfashion*, which is engaged in *fashion*, reduced its affiliate commission from 12% to 8%. This reduction occurred after the shirt products and promotional content created by affiliates gained increased visibility and attracted public attention. In an interview, Raisya Putri Andria explained that as an affiliate, promotional video content had been published. This was based on the 12% commission information listed on the store page and affiliate *dashboard* at the time the content was created and published.<sup>22</sup> Expectations regarding this commission formed the basis for calculating income from the promotional services provided. When the commission was unilaterally reduced, affiliates found themselves at a disadvantage because the change came after promotional efforts had been carried out and had generated significant exposure.

This situation is detrimental to novice affiliates who do not yet have a large audience. According to an interview with Rosa Nabila Andayani, novice affiliates are active in the *beauty* sector. In 2025, the *lavojoy. I'd store* with the username *@lavojoy\_id* removed all commissions on the yellow basket for the *Tone Up Body Serum lavojoy* product. Even though the yellow basket still appeared on the video screen, the commission was completely removed. Essentially, the interviewee did not earn income from paid *endorsements* but relied solely on commissions from sales through the yellow basket or *share links*. However, not all uploaded videos will go *viral*.<sup>23</sup> Unlike large accounts or public figures, beginner affiliates must gradually build their account's credibility through *personal branding*, view counts, and sales volume. The uncertainty around commissions resulting from sellers' unilateral changes significantly hinders this process and increases the risk of financial loss for affiliates.

This finding is reinforced by an interview with Intan Munawarah, a beginner affiliate, who stated that, in practice, certain products have their

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<sup>22</sup> Raisya Putri Andria (Student), Interviewed by Lailatul Maghfirah, 19 April 2025, Banda Aceh: Keutapang, 13:55 WIB.

<sup>23</sup> Rosa Nabila Andayani (Student), Interviewed by Lailatul Maghfirah, 21 April 2025, Banda Aceh: Rukoh, 11:14 AM WIB.



commissions unilaterally removed without *the affiliate's* consent. In 2024, *LULU JEANS STORE*, with *the username @lulu\_jeans*, suddenly deactivated the yellow basket for *jeans* products. This was due to various factors, including excess pre-orders (PO) of goods, sudden store closures, and sellers deliberately removing commissions to secure profits.<sup>24</sup> In this situation, *affiliates* who had promoted the products and invested time and effort, as well as content production costs, did not receive commensurate rewards or even any commission. These three experiences show that commission changes occur during the implementation stage of the affiliate relationship, not during the agreement-formation stage.

This practice of reducing commissions cannot be separated from the structure of TikTok's Affiliate Programme policy, which grants *sellers* broad authority to manage commission schemes. As stated in the programme terms, "Sellers may access and edit existing plans (including, but not limited to, changing commission rates, managing creators, and deleting plans)."<sup>25</sup>

This clause gives sellers the power to determine commission arrangements, while affiliates are not given an equivalent mechanism to reapprove the changes imposed on them. *Affiliate* approval at the programme registration stage is general in nature and does not address specific changes that occur during the implementation stage.

In the early stages of the TikTok Affiliate Programme, sellers could change commissions at any time, so commission adjustments had an immediate impact on *affiliates*. As *affiliates'* responses and objections to this practice increased, TikTok updated its policy to ensure that commission changes would take effect only after a 30-day cooling-off period from the date the seller adjusted. After this period, commissions may be reduced or removed at *the seller's* discretion. In this situation, *affiliates* objectively had no choice but to accept these unilateral changes if they wanted to remain involved in the affiliate programme. This situation demonstrates that, although commission changes are implemented administratively after a certain period, affiliates remain in a position where they must accept predetermined decisions without meaningful participation, even though promotional services were carried out under the previous commission scheme.

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<sup>24</sup> Intan Munawarah (Student), Interviewed by Lailatul Maghfirah, 22 April 2025, Banda Aceh: Tungkop, 4:00 PM WIB.

<sup>25</sup> TikTok Seller Centre, "TikTok Seller Centre & Affiliate Programme Terms," 2024.



This condition indicates an imbalance in the bargaining position between *the seller and the affiliate*. Novice *affiliates* are in a *take-it-or-leave-it position, with no room to negotiate the terms of the commission change, including timing, amount, or its applicability to previously created promotional content*.<sup>26</sup> Therefore, the provisions regarding the commission change can be classified as a standard clause, because they are formulated unilaterally by the business operator and applied en masse to all *affiliates*.

Participation in the TikTok Affiliate Programme constitutes a legal agreement with all affiliate mechanisms, including the obligation to pay commissions to *affiliates* for promotional services rendered. By registering their products in the affiliate programme, *sellers* voluntarily and consciously enter into a contractual relationship that creates an obligation to pay commissions to affiliates who promoted products and generated transactions, as stipulated in Article 1320 of the Civil Code.<sup>27</sup>

Legally, this kind of clause can create an imbalance of rights and obligations in the agreement. *Affiliates* are still required to comply with all platform rules, while their income rights can be changed or removed unilaterally. This condition contradicts the principles of balance and fairness in agreements, which require proportionality between the parties' performance and counter-performance.<sup>28</sup>

The impact of this policy is not only normative but also has real implications for the sustainability of *affiliate* income. Based on TikTok's algorithm, affiliate promotional videos will not be continuously promoted if they do not maintain a certain level of virality. In practice, algorithm spikes tend to decline after some time. If the commission change is implemented within a month, affiliates will face a double whammy in the following month: a decrease in commission and a decrease in video performance, which directly leads to a decline in income.

From a contractual law perspective, commissions are part of the agreed-upon consideration for promotional services. Once *affiliates* have fulfilled their promotional obligations and transactions have occurred, they are legally

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<sup>26</sup> Mahendar and Budhayati, "The Concept of Take It or Leave It in Standard Contracts in accordance with the Principle of Contractual Freedom."

<sup>27</sup> "Article 1320 of the Civil Code," Civil Code (Burgerlijk Wetboek voor Indonesie) § (2019).

<sup>28</sup> Aji Damanuri, *I 'tikad Baik Dalam Berkontrak*, ed. Agus Purmono (Yogyakarta: Stain Po Press, 2016).

entitled to receive the agreed-upon consideration at the time the service was performed. Changes in commission after this stage raise questions about the certainty of rights, because the value of the reward is no longer aligned with the performance exchanged, which forms the basis of the agreement. Such practices need to be assessed against the principles of good faith and balance in the implementation of agreements, as stipulated in Article 1338, paragraph (3) of the Civil Code.<sup>29</sup>

The nature of the affiliate agreement as a standard agreement further reinforces this issue. The clauses regarding commissions and the authority to adjust them are set unilaterally by the seller and the platform, while affiliates have no say in the changes.<sup>30</sup> This structure places *affiliates* in a position of accepting the consequences of policies without balanced control, even though the performance has been delivered. From a contract law perspective, this condition could weaken the protection of *affiliates'* rights in platform-based contractual relationships.

From the perspective of Islamic commercial law, unilateral changes to commissions must be assessed based on the nature of the service contract underpinning the affiliate relationship. Remuneration is an important element in service contracts, whether in the form of *ijarah* or *ju'alah* contracts.<sup>31</sup> When remuneration is changed after the service has been performed, the contract balance is disrupted, and the clarity of the parties' rights is compromised. The *affiliate's* initial agreement to the programme terms is general in nature. It does not always reflect a willingness to accept specific changes that directly impact income rights after performance has been fulfilled.

This description shows that unilateral changes to commissions in the TikTok Affiliate Programme are not merely a matter of business policy, but are closely related to the certainty of performance, the balance of rights and obligations, and the quality of the parties' willingness. This framework serves as the basis for assessing the validity of commission changes and the form of

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<sup>29</sup> Kosmas Dohu Amajihono and Universitas Nias Raya, "The Legal Force of Electronic Contracts," *Jurnal Panah Keadilan* 1 (2022): 128-39.

<sup>30</sup> Rani Yuwafi Yuwafi, Gunawan Nachrawi, and Marjan Miharja, "Exoneration Clauses from the Perspective of the Principle of Freedom of Contract and the Principle of Justice: A Case Study of Cassation Decision Number 8/K/PDT/2013," *Jurnal Hukum Pelita* 3, no. 1 (2022): 78-101.

<sup>31</sup> Wahbah Az-zuhaili, *Fiqh Islam Wa Adillatuhu Volume 4*, 1st Edition (Jakarta: Gema Insani, 2011).



legal protection for affiliates from the perspective of *an-taradhin minkum*, as discussed in the next subheading.

### C. The Validity of Unilateral Commission Changes from the Perspective of *An-taradhin minkum* and Legal Protection for Affiliates

The basic principle in muamalah is that every form of transaction is permissible, unless there is an argument that prohibits it.<sup>32</sup> However, this permissibility is conditional, namely that the principles of justice, clarity of rights and obligations, the absence of elements of unlawful taking of property, and the absence of arguments that prohibit it must be fulfilled.

In Muamalah, a contract is an agreement arising from the parties' conscious and voluntary will.<sup>33</sup> The principle of mutual consent (*an-taradhin minkum*) is explicitly stated in the Qur'an in Surah An-Nisa' verse 29, which prohibits the practice of taking other people's property by unlawful means, except through trade that takes place based on mutual consent (*an-taradhin minkum*).<sup>34</sup> This verse serves as the normative foundation for every muamalah transaction: it must be based on free consent and must not contain any element of coercion, whether direct or indirect.

In addition to the principle of willingness, muamalah fiqh also requires the fulfillment of the pillars and conditions of a contract for a transaction to be considered valid (*shahih*). In general, the pillars of a contract include the existence of the contracting parties (*al-'aqidain*), the expression of intent through *ijab-qabul* (*shighat*), as well as the object and exchange value/compensation that constitute the substance of the exchange (*ma'qud 'alaih*), which are then reinforced by valid conditions such as the competence of the parties, the legality and clarity of the object, and the suitability of *the ijab* and *qabul* as a form of agreement.<sup>35</sup>

In this framework, "willingness" is not understood as merely superficial agreement (e.g., signing or clicking "agree"), but must reflect free and conscious consent because *Ridha* is internal. This criterion is related to outward signs that can be understood more broadly, especially *shighat* that is clear and

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<sup>32</sup> Az-Zuhaili.

<sup>33</sup> Sayyid Sabiq, *Fiqh al-Sunnah*, Volume III (Cairo: Dār al-Fath, 2004), 150.

<sup>34</sup> The Qur'an, *Surah An-Nisa' [4] : 29*.

<sup>35</sup> Zakiyah Nafsah and Ali Arifin, "Buying and Selling in Islamic Economics (Application of Buying and Selling in Fiqh and Islamic Banking)," *JIEI: Journal of Islamic Economics* 9, no. 02 (2023): 2071-79.



understood by the parties, whether in the form of verbal, written, or other recognised forms (including digital economic practices) as long as they are understood and accepted as an agreement, so that consent does not arise from ignorance or ambiguity regarding the elements of the contract (object, price/compensation, method of delivery, and other main provisions).<sup>36</sup>

The principle of *an-taradhin minkum* is a key element in muamalah contracts that determines the validity of an agreement. Abdul Mughits emphasises that the destruction of the element of *an-taradhin minkum* causes the contract to be flawed and potentially void, because willingness is part of every muamalah transaction.<sup>37</sup> The principle of *an-taradhin minkum* cannot be viewed solely from the existence of formal agreement, but must be analysed substantively through the factual conditions surrounding the parties.

This view aligns with the scholar Imam Asy-Syafi'i's distinction between coercion without rights, which renders the contract invalid, and coercion tolerated within certain limits. Coercion that eliminates the freedom of will of one of the parties in determining the substance of the contract, particularly in relation to service compensation, is a form of coercion without rights that results in a defective contract.<sup>38</sup>

This distinction emphasises that the validity of a contract is not only determined by the existence of an agreement, but also by the fulfilment of free will (*ridha*) that is free from *ikrah* (coercion), because *ikrah* that removes the real choice of one of the parties is considered to undermine the element of *an-taradhin*. When coercion affects the substance of the contract, especially regarding *ujrah* as the service provider's right to income, the contract may contain elements of *zalim* (injustice) and disrupt the balance of exchange (*mu'awadhah*) that is part of the transaction.

The principle of justice in muamalah contracts is also emphasised in the Compilation of Sharia Economic Law (KHES), Article 21 of which states that every contract must be carried out in good faith, with justice, and in a balanced

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<sup>36</sup> Asep Supyadillah, Hasanuddin, and Jaih Mubarak, *Supporting Paper for the Preparation of the National Sharia Council-Indonesian Ulema Council Fatwa*, June, 2024 (Menteng, Central Jakarta: Centre for Research, Study, Publication, and Development (Pusat Riskalikbang) of the DSN-MUI Fatwa, 2024).

<sup>37</sup> Abdul Mughits, "The Application of the At-Taradi Principle in Muamalat Contracts," *Aplikasia: Journal of Applied Religious Sciences* 17, no. 1 (2017): 49–61.

<sup>38</sup> Mughits.

exchange of the parties' rights and obligations.<sup>39</sup> In line with this, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa No. 09/DSN-MUI/IV/2000 concerning *Ijarah* Financing. DSN-MUI emphasises that muamalah contracts must be carried out in accordance with the principles of fairness, clarity of service fees (*ujrah*), and the prohibition of unilateral reduction of rights after the service has been performed without the parties' valid consent.<sup>40</sup>

The validity of unilateral commission changes in the TikTok Affiliate Programme cannot be based solely on the formal legitimacy of the platform's policy. The assessment of validity must refer to the fulfilment of the principle of *an-taradhin minkum* and substantive justice in muamalah contracts. This framework also emphasises the importance of legal protection for *affiliates*, so that platform-based affiliate relationships do not end at administrative approval and instead guarantee the certainty of compensation and a balanced set of rights and obligations in practice.

Currently, TikTok's Muslim *affiliate* population, which consists of various age groups, ranging from teenagers to the elderly, is in an unequal contractual position. Many *affiliates* join the affiliate programme without a sufficient understanding of the policy changes. A lack of legal and digital economic literacy means affiliates often become aware of commission changes only after a significant drop in income from one period to the next.

On the other hand, TikTok has the right to regulate and monitor affiliate activities. TikTok has the authority to impose sanctions or terminate cooperation in the event of a violation. TikTok is also committed to protecting users and creating a safe space from content that violates the law and harms users.

Although TikTok's affiliate policy provides both preventive and repressive dispute-resolution mechanisms, this protection does not necessarily eliminate the potential losses arising from unilateral commission changes. Upon approval of the affiliate agreement, a binding legal relationship is formed among the affiliate, the seller, and TikTok. As long as the agreement meets the requirements of a valid agreement and does not conflict with Law

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<sup>39</sup> KHES, "Compilation of Sharia Economic Law," Pub. L. No. Chapter II Principles of Contracts (2011).

<sup>40</sup> Dewan Syariah Nasional MUI, "Fatwa Dewan Syariah Nasional - Majelis Ulama Indonesia Tentang Pembiayaan Ijarah No: 09/DSN-MUI/IV/2000," Dewan Syariah Nasional MUI § (2000).

No. 8 of 1999 on Consumer Protection, the affiliate agreement has binding legal force.

Violations of the TikTok affiliate agreement may result in civil legal consequences, particularly if the commission to which *the affiliate* is entitled does not comply with the agreement. Legal protection for *affiliates* in electronic transactions is also strengthened by Law No. 19 of 2016 on Electronic Information and Transactions. Article 26(1) of the ITE Law emphasises the obligation of electronic system operators to fulfil their contractual obligations. In contrast, Article 28 of the ITE Law stipulates safeguards to protect users' rights in electronic transactions, including legal certainty and clear information.

Changes in TikTok's management structure following its acquisition by Tokopedia have introduced new legal implications in affiliate relationships. Based on Tokopedia's Affiliate Policy (Terms and Conditions), regulated in accordance with the Minister of Trade Regulation No. 31 of 2023, Tokopedia has official permission as an *e-commerce* operator. Following the closure of TikTok Shop and its integration with Tokopedia, e-commerce operations, including transaction and payment systems, are under PT Tokopedia's control. The legal relationship between TikTok and Tokopedia is subject to Law No. 40 of 2007 concerning Limited Liability Companies, Article 50 on changes in share ownership, and provisions of the Electronic Information and Transaction Law concerning the obligations of electronic system operators.

Before the sale, TikTok Shop independently managed all aspects of *e-commerce*, including user data management, transactions, and affiliate commission payments. Following the sale and integration with Tokopedia, roles have been divided between TikTok and Tokopedia: Tokopedia manages e-commerce operations, including user data and commission payment systems, while TikTok serves as a strategic partner in marketing and promotion. This change created a shift in legal responsibility that could cause confusion among affiliates about which party is directly responsible for commission payments and dispute handling.

Following the sale, the affiliate agreement was revised to reflect changes in the management structure and operational responsibilities. Although the integration of policies between TikTok and Tokopedia aims to improve efficiency and oversight, these changes also pose regulatory risks for *affiliates*, particularly regarding unilateral policy changes and the complexity of

complaint and dispute resolution mechanisms. Therefore, *affiliates* need to carefully understand the terms of the post-sale affiliate agreement, including clauses regarding commission payments, platform responsibilities, and appeal and dispute resolution mechanisms, to ensure legal protection of their rights.

## CONCLUSION

The issue of unilateral changes and the removal of commissions in the TikTok Affiliate Programme stems from the standard digital contract form, which places *affiliates* in a weak bargaining position. A normative solution is to affirm commissions as an integral part of the service agreement, so they are not treated as a unilateral policy that changes after the promotional services have been carried out. The form of the affiliate contract should be drafted to ensure that the right to commissions follows the applicable provisions at the time the services are performed, so that the exchange of services and rewards remains balanced and provides legal certainty.

From an Islamic law perspective, resolving this issue requires a substantive interpretation of *an-taradhin minkum*. Consent is not adequately represented by initial agreement to the programme's general terms; it must be reflected in every change that directly affects the *affiliate's* income rights. Changes to commissions without clear re-approval reflect false consent and could undermine the fairness of the contract. A relevant solution is to limit commission changes to transactions that have not yet been promoted, and to include an approval mechanism that gives affiliates real choices.

At the policy level, legal protection *for affiliates* requires restructuring platform-based affiliate contracts by regulating commission change clauses to make them more proportional and transparent. Clarity of responsibility between TikTok and sellers, especially after the integration of e-commerce management, is key to ensuring that the economic risk is not unilaterally shifted to *affiliates*. This approach aligns with the principles of muamalah, the principle of balance in contract law, and the need for fair and sustainable digital economic practices.

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