

Digital Islamic Business Ethics: Video Unboxing as a Khiyar mechanism in Online Buying and Selling Transactions

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Submitted	: July 2022
Accepted	: October 2022
Published	: December 2022

Abstract

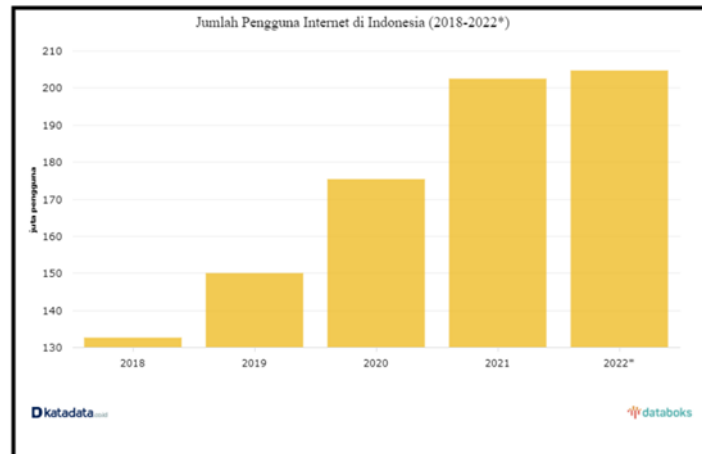
This article describes unboxing video content as a khiyar mechanism in online transactions. The sale and purchase transaction is declared invalid if one of the parties feels compelled and disadvantaged due to product defects. The method used in this article is a field research study with a phenomenological approach. The findings of this study are that video unboxing becomes the mechanism of choice for buyers to Khiyar or the choice to continue or cancel the transaction made. Buyers who upload unboxing videos showing product defects are given the opportunity to cancel the transaction or exchange it for a new product. This mechanism arises because sellers and buyers do not meet directly in the online transaction process. Video unboxing is done as a form of awareness and responsibility (responsibility) in muamalah as a form of ethics in business. The unboxing video will ultimately give pleasure to both the seller and the buyer as a condition for the fulfillment of blessings in the transaction.

Kata Kunci : *Khiyar, Online Shop, Unboxing,*

A. Introduction

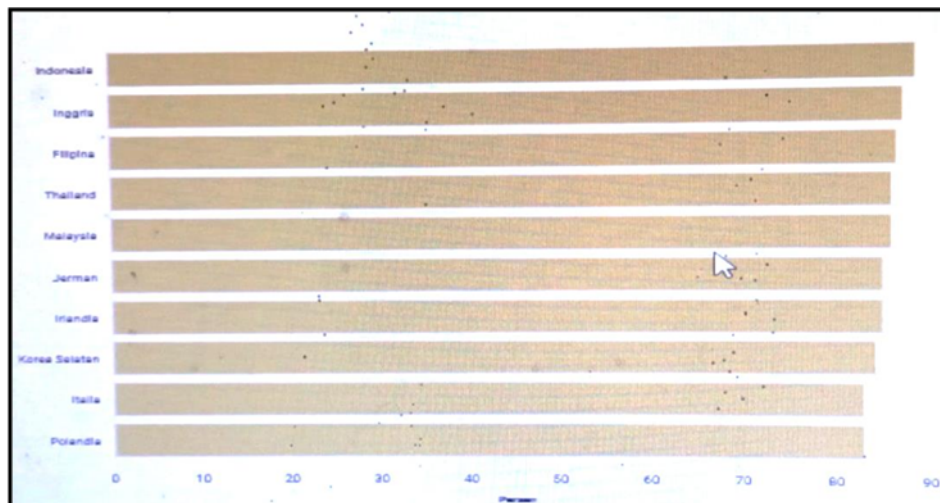
The rapid development of internet technology today greatly facilitates the activities carried out by humans. Ranging from activities for the benefit of work, education, social to trade. According to the We Are Social report, there are 204.7 million internet users in Indonesia as of January 2022. That number edged up 1.03% compared to the previous year. In January 2021, the number of internet users in Indonesia was recorded at 202.6 million. The trend of the number of internet users in Indonesia has continued to increase in the last five years. When compared to 2018, currently the number of national internet users has jumped by 54.25%. Meanwhile, the internet penetration rate in Indonesia reached 73.7% of the total population in early 2022. The total population of Indonesia was recorded at 277.7 million people in January 2022. In 2018 the internet penetration rate in the country only reached 50% of the total population (Annur, 2022). This means that the level of national internet penetration has increased quite rapidly in recent years. As reported by the word data about the number of internet users in Indonesia, as follows:

Figure 1. Number of Internet Users in Indonesia (2018-2022)



The increasing number of internet users provides new opportunities in the world (e-commerce). commerce is a business transaction that is carried out using internet technology, starting from exchanging product information, buying and selling transactions, payments to product promotion all using internet technology. In Indonesia, the e-commerce business has developed quite well in recent years, as seen from the many sellers who have begun to switch to selling and marketing their products online. Indonesia is included in the group of countries with the highest e-commerce users in the world. As many as 88.1% of internet users in Indonesia have used e-commerce services to buy certain products in the last few months. This percentage is the highest in the world in the results of the We Are Social survey in April 2020 (Lidwina, 2021), as reported by katadata in the following figure:

Figure 2. 10 countries with the highest use of e-commerce in the world



In Islam online buying and selling as discussed in the previous paragraph, is included in the salam buying and selling contract, bai'assalam has a simple definition, namely buying and selling in which the goods are delivered at a later date, while the payment

is made at the beginning (Khisom, 2019). Bai'as-salam, with this ordering contract, the law is permissible in Islamic economic transactions. Buying and selling online is permitted in Islam with the condition that the type of object, the nature of the object, the content of the object of sale and purchase must be clear. So if the goods are in accordance with the seller's specifications, then the sale and purchase is valid. Another scheme that is also often carried out in online buying and selling is buying and selling with an *istishna* contract.

In practice, buying and selling online has its positive and negative sides. Online transactions that are considered practical find a negative side where consumers feel disadvantaged because the goods purchased are not in accordance with the order or are in a defective condition. This of course does not necessarily become a mistake that is borne by the seller. Because buyers as economic actors also have an obligation to guard their own rights by being careful when making transactions. Therefore, there is a *khiyar*'s right to continue or not to continue the sale and purchase (Asriyanti, 2021).

This means that the development of e-commerce and online buying and selling on the one hand provides encouraging news as well as quite high market opportunities for business actors. However, the development of IT and e-commerce also contributes to the magnitude of fraud in this domain. Kominfo based on the publication of *Cekrekening.id* which announced that e-commerce-based fraud cases as of September 2021 totaled 115,756 cases, this number has decreased from 2020 which reached 160 thousand cases (CNN, 2021). The high number of cases has prompted Kominfo to advise e-commerce users to always be vigilant in conducting online transactions by studying how to order and pay, pay attention to buyer testimonials and reviews and ensure the security of transaction history with previous buyers (CNN, 2021).

Every contract that is carried out requires the willingness (*ridha*) of the parties, so Islamic law determines the rights of *Khiyar* whose main function is to guarantee that the conditions of this willingness are fulfilled. Islamic business recognizes the principle of customer orientation, which means it also gives consumers the right to *Khiyar* (continue or cancel transactions) if there are indications of fraud or feel disadvantaged. This *Khiyar* concept can be a factor to strengthen the position of consumers in the eyes of producers, so that producers or any company cannot act arbitrarily towards their customers or vice versa.

The prevalence of this fraud is not only detrimental to buyers and business actors, it also erodes trust in online business actors. To restore the trust of buyers, business actors use various methods, including giving the opportunity to complain about the goods they buy with certain conditions, so that buyers have confidence that they will not experience fraud as reported. Unboxing videos are offered as a mechanism that can be used as a basis for making *khiyar* decisions, namely whether to continue or cancel transactions. This article will discuss the mechanism of *khiyar* in the perspective of Islamic business ethics.

B. Literature Review

Discussion of online transactions and all the issues that surround them are now in the spotlight of scientists. In particular, it highlights how the khiyar mechanism can be implemented by the parties involved in the online transaction. Several studies have discussed this, such as DafiqaHasanah et al, who highlighted how khiyar can be carried out in pre-order buying and selling at online shops and then analyzed using the perspective of Islamic law. This article explains how to set prices in an online shop. Furthermore, it is also discussed about the right of khiyar, namely the option to cancel or enter into a contract for both the seller and the buyer. However, in practice, khiyar rights are not considered by both sellers and buyers (Hasanah et al., 2019).

Muhammad TaufanDjafri et al, wrote about khiyāral-majlis and its application in modern buying and selling. This article discusses how the fiqh of khiyāral-majlis according to Imam Malik and JumhurUlama, and knows the application of khiyāral-majlis in modern buying and selling. The results show that JumhurUlamakhiyāral-majlis can be carried out both in person and online. The application of Khiyār al-Majlis can be carried out when one of the two requires khiyar for a certain time and is still in one transaction until receiving the goods (Muhammad Taufan Djafri et al., 2020). Meanwhile, Muhammad MajdyAmiruddin, wrote khiyār (the right to vote) in online transactions. This article determines the locus on the marketplace namely Lazada, Zalara and Blibli. The results show that khiyar disgrace is applied by these three sites, while khiyarru'yah is only used by Lazada (Amiruddin, 2016).

These three studies are certainly different from this research. This research emphasizes the discussion of khiyar, both khiyar in general and khiyar disgrace and khiyarmajlis in online buying and selling transactions, so this article highlights video unboxing as a khiyar mechanism with an Islamic business ethics perspective. This means that what is highlighted is ethical behavior.

C. Research Methodology

This article uses a research design that is a qualitative-descriptive research, namely a research that seeks to reveal a state of nature holistically. Qualitative research does not only describe single variables but can reveal the relationship between one variable and another. Usually this kind of research aims to discover, develop, and test a science. Data obtained from relevant literature. As companion data, interviews were obtained with online store owners and online shopping consumers. The data obtained was analyzed using the following steps: First, collecting data from relevant information sources. Second, the synthesis and interpretation of data becomes a unified whole. Third, writing the interpretation results in a systematic, logical, harmonious, and consistent manner (Moleong, 2018).

D. Result and Discussion

1. Khiyar as Buyer's Rights

In terms of terminology, khiyar comes from the root of the Arabic word, namely, khara-yakhiru-khairan-wakhiyaratan. Meanwhile, in terminology, it is defined as an attempt to choose the best outcome out of two good choices, in this context in the

form of continuing the transaction or canceling it (Rasyid, 2020). In another definition, khiyar is interpreted as an attempt to demand the best of two cases, in the form of continuing the sale and purchase or canceling it. Khiyar is intended to guarantee freedom of thought between the buyer and the seller or one who needs khiyar (Indriati, 2016). However, because this system sometimes causes regret for one of the buyers or sellers, namely if the seller expects the goods to sell immediately, of course he is not happy if the goods are returned after buying and selling or if the buyer really hopes to get the goods he bought, of course he is not happy if the money is returned after the sale and purchase contract. So, therefore, to determine whether there is khiyar, there must be a pledge from both parties or one of the parties that is accepted by the other party or both parties, if both parties so desire (Jamilah & Firmansyah, 2019).

From the definition stated above, it can be concluded that the khiyar referred to in this article is a good choice for the buyer or seller to continue buying and selling or canceling it for certain reasons. These reasons include defects in the goods, or the goods are not in accordance with what the buyer wants or there is an agreement at the time of the contract, or for other reasons. Even though khiyar is actually permissible, if it is based on the hadith "The seller and the buyer may make khiyar as long as the two of them have not separated. If they are both true and clear, then they are both blessed in their buying and selling, and if they both lie and keep it secret, then the blessing of buying and selling is erased for both of them." (Narrated by Al-Bukhari) However, khiyar is the right of the buyer. The buyer has the right to know the advantages and disadvantages of the goods he wants to buy, so that he can make the right decision whether to continue or cancel the sale and purchase. Disclosure about defects in goods will harm the buyer as the beneficiary of the goods. The right of khiyar is determined to avoid any loss to one of the parties, so that the intended benefit in a transaction is achieved (Rasyid, 2020).

This is in accordance with the main goal of khiyar, which is to create benefit for both parties so that there is no feeling of regret after the contract is completed, because they are both willing or agree (Puspita Sari, 2019). Based on the mandatory principle of upholding honesty and truth in trade (Diana Ambarwati, 2019), then the seller is not allowed to hide the defect of the goods. If the goods to be sold contain defects that are known to the owner of the goods (seller), then the seller should report it and not hide these defects. Concealing defective goods intentionally includes fraud and cheating (El-Badriaty, 2018). In connection with this khiyar right, it is also attached to every sale and purchase transaction, whether it is done offline, namely the seller and the buyer are in the same place or done online, where the seller and buyer do not meet in person.

2. Khiyar Aibi in Buying and Selling Online

Khiyar disgrace is the right to cancel or continue the contract if a disgrace (disability) is found, while the buyer does not know about it at the time the contract takes place (Holijah, 1970). As explained in the hadith of the Prophet "Fellow Muslims are brothers, it is not lawful for a Muslim to sell his goods to other Muslims, even though the goods contain disgrace/defects". (Narrated by IbnMajah from 'Uqbahibn' Amir). Based on this hadith, it is clearly explained that it is not true that the seller offers goods that have defects and does not mention them. Khiyar' disgrace is valid since it is known that there is a defect in the merchandise and can be inherited to the heirs of the owner of the right of khiyar, provided that the defect is in the form of an element that damages the object of sale and purchase and reduces its value according to the traditions of the traders (Indriati, 2016). Or in other words, the right to khiyar disgrace arises when the goods being transacted have defects that the seller does not mention.

According to the Hanafiyah and Hanabilah scholars, the defects of goods that cause the appearance of khiyar rights are all elements that damage the object of sale and reduce its value according to the tradition of merchants. Whereas according to Malikiyah and Syafi'iyah scholars, all defects that cause the item's value to decrease or lose the desired element from it (Rasyid, 2020). The conditions for determining khiyar disgrace include, first, the defect is known before or after the contract but the goods and price have not been handed over or the defect is an old defect. Second, the buyer does not know that the goods have defects when the contract takes place. Third, when the contract takes place, the owner of the goods or the seller does not require that if there is a defect it cannot be returned. And fourth, the disability does not disappear until the contract is cancelled (Baiq Elbadriati, 2014). In khiyar disgrace the buyer has two choices whether there is willingness and acceptance of the goods purchased. If there is, then the khiyar is not valid and the goods can be accepted. However, if you refuse and return the goods to the owner, then the sale and purchase contract becomes void.

In the 4.0 era, the implementation of khiyar has expanded in meaning. Transactions that are currently often carried out are business transactions or buying and selling that are carried out online. This transaction process does not bring sellers and buyers together in real terms. Sellers and buyers only meet and communicate via chat forums at online stores. In addition, the seller usually has written a description of the items that have been displayed on the online store¹as information that will be useful for the buyer to identify the goods. With all the sophistication and convenience of online transactions, this will have consequences that are no less big. The risks experienced will also be greater because sellers and buyers cannot directly confirm or prove the records of the goods being traded and or fraud that may have been committed by various parties.

For this reason, if viewed through an Islamic lens, this development requires thought and *ijtihad* in order to be able to protect those who are prone to experiencing losses due to online transactions. The mechanism needed is *khiyar* which has been adjusted to the legal terms and conditions of a sale and purchase transaction. In Islam the mechanism offered is *khiyarat* or the plural of the word *khiyar*. This *khiyar* is designed to maintain a balance of rights and obligations between sellers and buyers. This *khiyar* is the right to prevent and protect various parties against defects, discrepancies between pictures, descriptions of goods and goods sent and received by the buyer. Word of the Prophet "If the contractor speaks the truth and discloses defects in the goods, the contract will benefit both of them. If they do not speak the truth and hide defects in their goods [Allah will] reduce the benefits of the transaction" (Narrated by Bukhari) (Amiruddin, 2016).

Furthermore, if conceptually the *khiyar* mechanism is the right for the buyer to choose to continue or cancel the transaction. So in practice the seller has determined that if the buyer is able to prove that the goods being traded have defects and are not in conformity with what was ordered, then the buyer can return the goods and cancel the transaction or ask the seller to replace them with goods that match what was ordered or replace them with other goods that have been ordered. have the same sale value. However, the fact remains that buyers are still disappointed with the goods because they have defects or a discrepancy between what was ordered and what was sent.

3. Video Unboxing as a Khiyar Mechanism the Perspective of Islamic Business Ethics

Unboxing is a term in English which means opening the package. This sentence is often heard when the sale of *bei* online began to mushroom in the community. This means that not many people knew this term before. In Wikipedia it is stated that unboxing or unpacking is the disassembling of products, especially high-tech consumer products, with a process recorded on video and uploaded to the internet. The item is then described in detail and can sometimes be demonstrated as well. Unboxing is opening the packaging in a container or box. Or the meaning of unboxing can also mean taking something out in a box. Unboxing can also mean taking something out in a box.

Unboxing itself is an option for sellers to ensure that defects that occur are not caused by the buyer's fault but are indeed the seller's fault. In the perspective of Islamic Business Ethics, video Unboxing Packages or Product orders in online purchases are certainly very much in line with business ethics, as a form of responsibility for both parties to avoid disputes over fears of fraud or fraud committed by one party.

According to Google Trends, the term unboxing or unpacking appeared in the final quarter of 2006 by Yahoo Tech (Stoeber, 2018). Initially, the unboxing video only focused on fashion products (Buist, 2018) but with the development of this

unboxing time is used by all products available for purchase. The popularity of such videos has made several companies follow the trend by uploading unboxing videos of their products (Kelly, 2014). Some parties consider that the making of this video is engineering and part of the advertising process. However, the fact is that video unboxing which is used as a means of advertising this product contributes effectively to influencing consumer purchasing decisions.

In its development, apart from being used as a tool to advertise products, video unboxing is also used as a khiyar mechanism. For buyers, unboxing videos are authentic evidence to prove that the items purchased have been received and explain that the products sent are in good condition or vice versa, there are defects or incompatibility with what the buyer wants. So that the buyer can complain about damage, deficiencies and defects in the goods purchased.

Implementation of the khiyar disgrace mechanism provided by the seller by giving the buyer the opportunity to view and examine the items purchased. Khiyar opportunity is given when a buyer or consumer shows unboxing video that the buyer does and then submits it to the seller. Recently, one of the requirements of sellers to buyers who complain about products being traded is unboxing videos of packages or products after the buyer has received them. Thus complaints about products purchased by buyers will be followed up by sellers. Usually the opportunity for product complaints is conveyed in a description or announcement posted on the online store. For example, the image displayed by the online store Moonzaya.id, as shown below:

Figure 3. Illustration of unboxing obligations as a khiyar requirement at Moonzaya.id



Announcements submitted by monzaya.id and other online stores are a form of absolute responsibility that the seller has in order to ensure the comfort of the buyer and the compatibility of the goods sold with what the buyer receives (Jamilah & Firmansyah, 2019). This responsibility is not only an effort to protect consumers, it will also have an impact on business sustainability. This kind of responsibility will then guarantee the buyer's trust. Lewicki, R.J. and Wiethoff defines trust as an individual's

belief in, and willingness to act on, the words, actions, and decisions of others (Gillespie, 2017; Lewicki, R.J. and Wiethoff, 2000, p.8). Buyer trust actually makes a big contribution to business sustainability. Without trust from the buyer, consumers will not repurchase or recommend to others. As Chalid explained, trust in business is a fundamental element in business success (Ambarwati, 2019; Chalid, 2016)

Furthermore, the *khiyar* opportunity given by the seller to the buyer should be put to good use to ask for complaints or recommend to other buyers. It is undeniable that when a buyer sees a product in an online store, besides the attractive pictures, reviews from previous buyers include unboxing videos which drive the decision to buy or not the product. When unboxing videos also influence purchasing decisions, buyers who send unboxing videos to online shops do so with full awareness and honesty. The honesty of the information provided will contribute well to the online shop. Likewise, the honesty of the seller in providing actual information is also a condition for business continuity.

In business the most essential principle is honesty. In Islamic doctrine, honesty is a fundamental requirement in business activities (Raihanah, 2018). Business activity is an integral part of economic discourse which should depart from an awareness of ethics, namely honesty. the honesty of business people not to take advantage only for themselves (Yosephus, 2010) including by hiding defects or damage to the goods it sells.

E. Conclusion

Based on the description above, it can be concluded that video unboxing can be used as a mechanism for *khiyar*. Even though according to the law of Islamic jurisprudence, *khiyar* is permissible, however, if it is carried out, it will have a positive impact on the business being undertaken. Video unboxing can be one of the *khiyar* mechanisms with the condition that the seller opens up the opportunity as a form of responsibility and the buyer makes an unboxing video honestly. So that if there is a defect or discrepancy, the seller can accept and replace it with a sense of responsibility. video unboxing is the buyer's preferred mechanism for payment or the choice to continue or cancel the transaction made. Buyers who upload unboxing videos showing product defects are given the opportunity to cancel the transaction or exchange it for a new product. This mechanism arises because sellers and buyers do not meet directly in the online transaction process. Video unboxing is done as a form of concern and responsibility in *muamalah* as a form of ethics in doing business. The unboxing video will ultimately provide enjoyment for both sellers and buyers as a condition for fulfilling blessings in transactions.

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