

## Implementation of the Principle of Good Faith in the Sharia Financial Technology Contract of PT. Qazwa Mitra Hasanah



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**ABSTRACT:** PT. Qazwa Mitra Hasanah is a Sharia Financial Technology industry that has been licensed to provide offers in the form of financing using the supply chain financing method and this is supported by using contracts with mudarabah and murabahah contracts. The principle of good faith is an essential principle that must be present in the contract on the basis of Article 1339 of the Civil Code. That in this writing the method of approach used applies the method of normative juridical approach. This approach revolves around applicable laws and regulations such as laws and regulations in the normative legal research corpor of PT. Qazwa Mitra Hasanah. The contract must be executed in good faith meaning that the parties to the agreement must execute the substance of the contract based on the trust and confidence and good will of the parties. Implementation of the principle of good faith in PT. Qazwa Mitra Hasanah can be interpreted, that an agreement should be carried out honestly and cleanly, so that in its implementation it will be reflected legal certainty and a sense of fairness for the parties to the agreement.

**KEYWORDS:** Qazwa Mitra Hasanah, Financial Technology, Principles of Good Faith

### I. INTRODUCTION

Financial Technology or what is often abbreviated as Fintech was born in order to meet the needs of the community for solutive and alternative financial services.<sup>1</sup> This provides a new breakthrough for consumers in carrying out economic activities.<sup>2</sup> In Indonesia, in its development, Islamic Financial Technology has developed significantly, one of the things that supports it is the population factor in Indonesia, which is predominantly Muslim. These factors provide a solution for needs because they are not accommodated holistically by conventional financial institutions.<sup>3</sup>

One of them is the Sharia Financial Technology industry that has received a license from the OJK (Financial Services Authority) is PT. Qazwa Mitra Hasaah in the latest Licensed/Registered Certificate, namely KEP-80/D.05/2021<sup>4</sup>. PT. Qazwa Mitra Hasanah in carrying out its industrial activities provides offers in the form of financing using the supply chain financing method and this is supported by using mudarabah and murabahah contracts<sup>5</sup>. Whereas mudharabah is a contract consisting of parties, namely the owner of the capital and the manager of the capital in which the profits are divided according to what has been agreed upon and if there is a loss, the owner of the capital will bear the responsibility<sup>6</sup>. The next definition is that murabahah is a sale and purchase contract in which there is a margin (profit) provided by the seller<sup>7</sup>. This means that FinTech in this case Qazwa acts as a buyer for products from customers which are then sold by borrowers to customers and the margin is determined according to the agreement<sup>8</sup>.

<sup>1</sup> Posma Sariguna Johnson Kennedy, "When Fintech Meets Accounting : Opportunity and Risk Literature Review: Tantangan Terhadap Ancaman Disruptif Dari Financial Technology Dan Peran Pemerintah Dalam Menyikapinya," *Forum Keuangan Dan Bisnis Indonesia* 6, no. 2 (2017): 171–82.

<sup>2</sup> Kornelius Benuf Fry Anditya Rahayu Putri Rusadi, "Fintech Peer to Peer Lending as a Financing Alternative for the Development MSMEs in Indonesia," *Legality: Jurnal Ilmiah Hukum* 28, no. 2 (2020): 232–44.

<sup>3</sup> Aam Rusydiana, "Bagaimana Mengembangkan Industri Fintech Syariah Di Indonesia? Pendekatan Interpretive Structural Model (ISM)," *Al-Muzara'ah* 6, no. 2 (2019): 117–28,

<sup>4</sup> OJK, "Laporan Perusahaan Fintech Lending Berizin per 22 April 2022," 2022.

<sup>5</sup> Istiqlalliah Lailatul Rhomdonah, "Perjanjian Pembiayaan Financial Technology Syariah (Studi Pada Financial Technology Syariah Yang Terdaftar Di OJK)," *Magister Ilmu Hukum Sekolah Pascasarjana Universitas Muhammadiyah Surakarta*, 2020, 1–18.

<sup>6</sup> Ahmad Yudhira, "Analisis Perkembangan Financial Technology (Fintech) Syariah Pada Masa Pandemi Covid-19 Di Indonesia," *Value* 2, no. 1 (2021): 13–28, <https://doi.org/10.36490/value.v2i1.118>.

<sup>7</sup> Indra Marzuki Nadia Qatrunnada, "Analisis Akad Murabahah Dan Wakalah Bil Ujrah Pada Pembiayaan Berbasis Teknologi Informasi (FINTECH)," *Al Mizan* 3, no. 2 (2019): 1–130.

<sup>8</sup> Sasmita Arisakti, Ade Bagus, "Jurnal Hukum FINTECH, TEKNOLOGI, TELEKOMUNIKASI DAN PERBANKAN SYARIAH," *Prihatwono Law Research* 1 (2018): 41.

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The contract in that case, when formulated in western civil law, can be referred to as an agreement. It should be remembered that with an agreement, the output obtained is in the form of an agreement for the parties who bind themselves in an agreement made<sup>9</sup>. Before the agreement is made, there is a negotiation stage, which has the meaning of *ijmal* talks to reach an agreement between the parties<sup>10</sup>. The purpose of the agreement is none other than to realize justice, which emphasizes the meaning and concept of justice which is proportionally reflected in the principles contained in the framework of the agreement made by the parties<sup>11</sup>. The principle of good faith is an essential principle that must exist in the contract of PT. Qazwa Mitra Hasanah, as stated in Article 1339 of the Civil Code. This principle can be used as a control system for agreements made in reality, so that it is hoped that there will be no overlap between the parties which leads to an imbalance between the parties who make the agreement<sup>12</sup>.

In terms of state of the art, the author provides a different and novel explanation compared to previous writings, namely the Principle of Good Faith in Electronic Contracts (Ardiana Hidayah), Financial Technology Its Concept and Implementation in Indonesia (Nizar, Muhammad Afdi), Principles of Faith Both as Consumer Protection Efforts in Financing Agreements (Luh Nila Winarni), Analysis of Murabahah and Wakalah bil Ujrah Agreements on Information Technology-Based Financing (Nadia Qatrunnada, Indra Marzuki), Principles of Sharia Contract Law Agreements in the Application of Salam and Istisna (Muhammad Andi).

Based on the explanation above, it is explained that PT. Qazwa Mitra Hasanah in its development there is a contract that is based on the principle of good faith. The formulation of the problem is how to manifest the principle of good faith in the financial technology contract of PT. Qazwa Mitra Hasanah?

In this theoretical framework, that the principle of freedom of contract and good faith in its implementation is the result of the provisions contained in Book three of the Civil Code, namely Article 1320, Article 1337, Article 1338 and Article 1339. The principle of freedom of contract is a principle included in the scope of the *laissez faire* school of thought. In economic concentration as expressed by Adam Smith, in order to prevent interference from the government outside the coordinator, this is a continuation of the understanding of individualism<sup>13</sup>. That in this paper the approach method used applies a normative juridical approach. This approach is oriented towards applicable laws and regulations, such as the laws and regulations in the normative legal research corridor.<sup>14</sup> This writing can be analyzed by referring to the provisions of the agreement in book three of the Civil Code and the principle of good faith.<sup>15</sup>

## II. RESULTS AND DISCUSSION

PT. Qazwa Mitra Hasanah is a sharia-based peer-to-peer lending company with the aim of providing convenience for micro-enterprises in getting access to capital that is safe from usury. Qazwa creates inclusive access to finance with Islamic values that connects investors with micro-enterprises<sup>16</sup>. In PT. Qazwa Mitra Hasanah in implementing the contract uses a murabahah contract, namely a sale and purchase contract in which there is a margin (profit) provided by the seller<sup>17</sup>. Implementation in Sharia Fintech PT. Qazwa Mitra Hasanah is the capital given to the recipient of the Fund which is used to purchase goods/raw materials for production with an agreed additional profit. Next is the mudharabah contract, which is a cooperation agreement made by the owner of the capital with the manager of the capital in which the profits are borne in accordance with the agreement, and the losses are borne by the owners of the capital<sup>18</sup>. The implementation is that the capital given to the recipient of the funds is managed and used to carry out business operational activities, related to the object/goods to be traded.

Every agreement must be implemented in good faith, as has been found in Article 1338 Paragraph (3) of the Civil Code dealing with the principle of good faith, which reads "Agreements must be carried out in good faith". In an online or internet sale and purchase agreement, it must also be carried out in good faith, so that the entire series of buying and selling processes runs smoothly

<sup>9</sup> Ubaidullah Muayyad, "Asas-Asas Perjanjian Dalam Hukum Perjanjian Syariah," *Anil Islam* 8, no. 1 (2015): 1–24.

<sup>10</sup> Deviana Yunitasari, "ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad Pengembangan Hukum Perjanjian Dalam Pelaksanaan Asas Itikad Baik Pada Tahap Pra Kontraktual," *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Unpad Pengembangan Hukum Perjanjian Dalam Pelaksanaan Asas Itikad Baik Pada Tahap Pra Kontraktual* Volume 3, no. 3 (2020): 1–13

<sup>11</sup> Niru Anita Sinaga, "Peranan Asas-Asas Hukum Perjanjian Dalam," *Binamulia Hukum* 7, no. 2 (2018): 107–20.

<sup>12</sup> Ery Agus Priyono, "Asas Itikad Baik Dan Kepatutan Dalam Perjanjian," *HUMANI (Hukum Dan Masyarakat Madani)* 6 (2016): 21.

<sup>13</sup> Ery Agus Priyono, "Penerapan Asas Kebebasan Berkontrak Dalam Pembuatan Perjanjian Franchise Es Teller77," *Jurnal Masalah-Masalah Hukum*, 2015.

<sup>14</sup> Kornelius Benuf, Siti Mahmudah, and Ery Agus Priyono, "Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer," *Refleksi Hukum: Jurnal Ilmu Hukum*

<sup>15</sup> Priyono, "Penerapan Asas Kebebasan Berkontrak Dalam Pembuatan Perjanjian Franchise Es Teller77."

<sup>16</sup> Qazwa.id, "Qazwa.Id," Qazwa.id, 2022.

<sup>17</sup> Nadia Qatrunnada, "Analisis Akad Murabahah Dan Wakalah Bil Ujrah Pada Pembiayaan Berbasis Teknologi Informasi (FINTECH)."

<sup>18</sup> Yudhira, "Analisis Perkembangan Financial Technology (Fintech) Syariah Pada Masa Pandemi Covid-19 Di Indonesia."

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and does not harm any of the parties involved in the sale and purchase agreement.<sup>19</sup> Good faith in an agreement must exist since the new agreement will be agreed, meaning that good faith exists at the time of negotiating the agreement, good faith in the agreement must exist before the agreement occurs, and during the implementation of the agreement until the agreement has been fulfilled.<sup>20</sup>

Good faith has existed since the pre-contract phase where the parties start negotiating until reaching an agreement and the contract implementation phase. But in reality, a person's good faith is difficult to guess, because good faith is a person's inner state that cannot be seen in plain view. The principle of good faith can also be interpreted that each party is interpreted that each party in an agreement will be agreed, has an obligation to provide complete information or information that can influence the decision of the other party in agreeing to the agreement or not.<sup>21</sup>

Article 1338 of the Civil Code states: "All agreements made legally apply as law for those who make them. Such agreements cannot be withdrawn other than by agreement of both parties or for reasons which are stated to be sufficient by law. Agreements must be executed in good faith."

The latest concept of good faith in the English common law system was put forward by Sir Anthony Mason in a lecture at Cambridge University in 1993 which stated that the concept of good faith includes three doctrines related to: (1) an obligation for the parties to cooperate in achieving the objectives of the contract (honesty to the promise itself).<sup>22</sup> (2) Compliance with standards of respectable behavior. (3) Fulfillment of reasonable standards of contract relating to the interests of the parties.<sup>23</sup>

According to Ridwan Khairandy, until this moment there is no understanding of universal good faith. In the end, the notion of good faith has two dimensions. The first dimension is the subjective dimension, which means that good faith leads to the meaning of honesty. The second dimension is the dimension that defines good faith as rationality and propriety or justice. The current trend in various legal systems is to link the good faith of contract implementation with the rationality and propriety of Article 1338 paragraph (3). Pre-contract good faith still refers to subjective good faith that depends on the honesty of the parties.<sup>24</sup>

Provisions for the validity of an agreement, especially if the object is an object which includes; a) The object that is the object of the agreement must be tradable. b) At the time the agreement is made, the object must be clearly defined. c) The object can be determined or can be counted. d) The objects can also be new items that will be available at a later date. e) Objects that are used as objects in an agreement cannot be an unopened inheritance.

Prof. R. Subekti, SH formulated good faith with the following understanding: Good faith when making an agreement means honesty, a person with good intentions puts full trust in the opposing party, who he considers honest and does not hide anything bad which in the future will cause difficulties. difficulty. In simple terms what is meant by good faith in an agreement can be interpreted that an agreement should be carried out honestly and cleanly, so that in its implementation it will reflect legal certainty and a sense of justice for the parties bound in the agreement.<sup>25</sup>

Next Prof. Subekti also distinguishes the meaning of good faith in two senses, namely: 1) In the context of making an agreement (formation of contract). This good faith is identified as the "honesty" of one of the parties in making the agreement. 2) In the context of the implementation of the agreement (performance of contract). Good faith is understood as a propriety which is defined as a good assessment of the behavior of a party in carrying out what has been promised.

From what has been described above it can be concluded that, in good faith it contains several elements, namely: a) Honesty, both in the active and passive sense in the formation and implementation of legal rights and obligations; b) Reasonableness which may be reformulated in line with the notion of "good faith" in an ethical sense, so that it becomes awareness and intention in the parties to do or not do something because something is recognized as a good action, in accordance with moral obligations. and for the sake of moral duty itself; c) Not arbitrary (fairness) in the sense that there are no facts that show the intention and awareness of the party with a stronger bargaining position to take advantage of that position to obtain an unreasonable advantage from other parties who have a weaker bargaining position.

Good faith in a subjective sense, namely someone's honesty in carrying out a legal act, that is what lies in a person's inner attitude at the time a legal act is held. Good faith in this subjective sense is regulated in Article 531 of Book II of the Civil Code. Good faith in the objective sense, namely the implementation of an agreement must be based on the norms of propriety in society. This can be

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<sup>19</sup> Mustika Rahmi, "Fintech Peer to Peer Lending for Financial Inclusion: Indonesia Case," in *Advances in Economics, Business and Management Research* (International Conference on Economics, Business, Entrepreneurship, and Finance (ICEBEF 2018), 2018), 805–7.

<sup>20</sup> Subekti, *No Title, Pokok-Pokok Hukum Perdata* (Jakarta, 2009).

<sup>21</sup> Suryaningsih Harun, Weny A Dunga, and Abdul Hamid Tome, "Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online," *Jurnal Legalitas* 12, no. 2 (2018): 90–99.

<sup>22</sup> Sukarni, *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha* (Jakarta: Pusaka Sutra, 2014).

<sup>23</sup> Alfica Rezita Sar Inda Rahadiyan, "Peluang Dan Tantangan Implementasi Fintech Peer To Peer Lending Sebagai Salah Satu Upaya Peningkatan Kesejahteraan Masyarakat Indonesia," *Defendonesia* 4, no. 1 (2019): 16–23.

<sup>24</sup> Sukarni, *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha*.

<sup>25</sup> Samuel M.P. Hutabarat, *Penawaran Dan Penerimaan Dalam Hukum Perjanjian* (Jakarta: PT. Raja Grafindo Persada, 2012).

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seen in Article 1338 paragraph (3) of the Civil Code, where the judge is given the power to supervise the implementation of the agreement so that its implementation does not violate the norms of decency and justice. Propriety is intended so that the fulfilment of the interests of one party is not pressed, there must be a balance.<sup>26</sup>

If later it is found that the implementation can be categorized as a breach of contract (lack of achievement) on the contract, the party who did this has violated the principle of good faith. For example, in purchasing a motorcycle in instalments (credit), the buyer does not make instalment payments, then he can be said to be a buyer who does not have good and reasonable intentions to get a default assessment from the arbitrator or judge who handles the case.<sup>27</sup> This good faith is seen in terms of the implementation of the contents of the agreement. This provision is in accordance with Article 1338 of the Civil Code which states that the agreement must be carried out in good faith. Although the good faith of the parties in the agreement is emphasized at the pre-agreement stage, in general good faith should always exist at every stage of the agreement so that the interests of one party can always be considered by the other party.<sup>28</sup>

The agreement must be carried out in good faith, meaning that the parties to the agreement must carry out the substance of the contract based on firm trust and confidence or the good will of the parties. Purwosusilo added that the application of the principle of good faith in the contract must be given great attention, especially when entering into a pre-contract agreement or negotiation, because good faith is only recognized when the agreement has fulfilled the legal requirements of the agreement or after negotiations have been carried out. Therefore, the principle of good faith is one of the legal instruments to limit the freedom of contract and the binding power of the agreement.<sup>29</sup>

In the murabahah and mudharabah contracts it contains an agreement that contains principles that must be fulfilled for the parties, namely creditors and debtors. One of them is the principle of good faith that must be fulfilled so that the financing of murabahah and mudharabah goes according to what is expected by both parties. Honesty in the formation and implementation of legal rights and obligations, propriety which becomes the awareness and intention of the parties to do or not do something, because something is recognized as a good action, in accordance with moral obligations and for the sake of moral obligations itself, and not arbitrary. Authority, i.e. there are no facts that show the intention and awareness of the party with a stronger bargaining position to take advantage of that position to gain unfair advantage from other parties with a weaker bargaining position.

### III. CONCLUSION

PT. Qazwa Mitra Hasanah in using a murabahah contract is to sell goods at the original price plus the agreed profit margin. Murabahah is a form of buying and selling that is trustworthy. Implementation in Sharia Fintech PT. Qazwa Mitra Hasanah is the capital given to the recipient of the Fund which is used to purchase goods/raw materials for production with an agreed additional profit. Next is the mudharabah contract, which is a cooperation agreement between the owner of the capital and the manager of the capital in which the profits are borne in accordance with the agreement, and the losses are borne by the owners of the capital. Implementation of the principle of good faith in an agreement on the contract PT. Qazwa Mitra Hasanah can be interpreted, that an agreement should be carried out honestly and cleanly, so that in its implementation it will reflect legal certainty and a sense of justice for the parties bound in the agreement.

### REFERENCES

- 1) Arisakti, Ade Bagus, Sasmita. "Jurnal Hukum Fintech, Teknologi, Telekomunikasi Dan Perbankan Syariah." *Prihatwono Law Research* 1 (2018): 41.
- 2) Asrana, I Putu Jati. *Manajemen Pengadaan Barang Dan Jasa Pemerintah*. Yogyakarta: CV Budi Utama, 2016.
- 3) Fry Anditya Rahayu Putri Rusadi, Kornelius Benuf. "Fintech Peer to Peer Lending as a Financing Alternative for the Development MSMEs in Indonesia." *Legality: Jurnal Ilmiah Hukum* 28, no. 2 (2020): 232–44.
- 4) Harun, Suryaningsih, Weny A Dunga, and Abdul Hamid Tome. "Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online." *Jurnal Legalitas* 12, no. 2 (2018): 90–99.
- 5) Hutabarat, Samuel M.P. *Penawaran Dan Penerimaan Dalam Hukum Perjanjian*. Jakarta: PT. Raja Grafindo Persada, 2012.
- 6) Inda Rahadiyan, Alfhica Rezita Sar. "Peluang Dan Tantangan Implementasi Fintech Peer To Peer Lending Sebagai Salah Satu Upaya Peningkatan Kesejahteraan Masyarakat Indonesia." *Defendonesia* 4, no. 1 (2019): 16–23.
- 7) Kennedy, Posma Sariguna Johnson. "When Fintech Meets Accounting: Opportunity and Risk Literature Review: Tantangan Terhadap Ancaman Disruptif Dari Financial Technology Dan Peran Pemerintah Dalam Menyikapinya." *Forum Keuangan Dan Bisnis Indonesia* 6, no. 2 (2017): 171–82.

<sup>26</sup> Muhammad Rizki Romdhoni, *Jual Beli Online Menurut Madzhab Syafii* (Tasikmalaya: Pustaka Cipasung, 2015).

<sup>27</sup> Frans Satriyo Wicaksono, *Panduan Lengkap Membuat Surat-Surat Kontrak* (Jakarta: Transmedia Pustaka, 2015).

<sup>28</sup> Supianto, *Panduan Lengkap Membuat Surat-Surat Kontrak* (Jakarta: Garduhawaca, 2015).

<sup>29</sup> I Putu Jati Asrana, *Manajemen Pengadaan Barang Dan Jasa Pemerintah* (Yogyakarta: CV Budi Utama, 2016).

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- 8) Muayyad, Ubaidullah. "Asas-Asas Perjanjian Dalam Hukum Perjanjian Syariah." *'Anil Islam* 8, no. 1 (2015): 1–24.
- 9) Mustika Rahmi. "Fintech Peer to Peer Lending for Financial Inclusion: Indonesia Case." In *Advances in Economics, Business and Management Research*, 805–7. International Conference on Economics, Business, Entrepreneurship, and Finance (ICEBEF 2018), 2018.
- 10) Nadia Qatrunnada, Indra Marzuki. "Analisis Akad Murabahah Dan Wakalah Bil Ujrah Pada Pembiayaan Berbasis Teknologi Informasi (FINTECH)." *Al Mizan* 3, no. 2 (2019): 1–130.
- 11) OJK. "Laporan Perusahaan Fintech Lending Berizin per 22 April 2022," 2022.
- 12) Priyono, Ery Agus. "Asas Itikad Baik Dan Keputusan Dalam Perjanjian." *HUMANI (Hukum Dan Masyarakat Madani)* 6 (2016): 21.
- 13) ———. "Penerapan Asas Kebebasan Berkontrak Dalam Pembuatan Perjanjian Franchise Es Teller<sup>77</sup>." *Jurnal Masalah-Masalah Hukum*, 2015.
- 14) Qazwa.id. "Qazwa.Id." Qazwa.id, 2022.
- 15) Rhomdonah, Istiqlalliah Lailatul. "Perjanjian Pembiayaan Financial Technology Syariah (Studi Pada Financial Technology Syariah Yang Terdaftar Di OJK)." *Magister Ilmu Hukum Sekolah Pascasarjana Universitas Muhammadiyah Surakarta*, 2020, 1–18.
- 16) Romdhoni, Muhammad Rizki. *Jual Beli Online Menurut Madzhab Syafii*. Tasikmalaya: Pustaka Cipasung, 2015.
- 17) Sinaga, Niru Anita. "Peranan Asas-Asas Hukum Perjanjian Dalam." *Binamulia Hukum* 7, no. 2 (2018): 107–20.
- 18) Subekti. *No Title. Pokok-Pokok Hukum Perdata*. Jakarta, 2009.
- 19) Sukarni. *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha*. Jakarta: Pusaka Sutra, 2014.
- 20) Supianto. *Panduan Lengkap Membuat Surat-Surat Kontrak*. Jakarta: Garduhawaca, 2015.
- 21) Wicaksono, Frans Satriyo. *Panduan Lengkap Membuat Surat-Surat Kontrak*. Jakarta: Transmedia Pustaka, 2015.
- 22) Yudhira, Ahmad. "Analisis Perkembangan Financial Technology (Fintech) Syariah Pada Masa Pandemi Covid-19 Di Indonesia." *Value* 2, no. 1 (2021): 13–28. <https://doi.org/10.36490/value.v2i1.118>.



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