291830 - Ruling on stipulating that the course should not be downloaded or given to anyone else, whether that is stipulated at the time of registration or afterwards

the question

I registered for a course online and paid the fee in advance. After we were admitted to the class, we were asked to swear by Allah, may He be exalted, that we would not send the course content to anyone or download it, and that this was a condition required for us to be allowed to watch the lectures. I uttered the words “I swear by Allah” only, so that I would be allowed to watch the lectures, but my intention was to download the lectures, because my time is limited and I cannot keep the Internet open long enough to watch the lecture online. My friend asked me to share this content with her, meaning that I should send the content to them, and we would share the cost between us. My question is: is it permissible for me to share the content with them, knowing that they wanted to join the course before, but because the cost is not affordable for all of them, they did not register? As for me, I am sure that sharing the cost will reduce the cost for me of registering in other courses that I want to take, especially since the cost of this course is something that I borrowed so that I could join the course.

Detailed answer

Praise be to Allah.

Firstly:

If the course provider stipulated that students should not download the course or give it to anyone else, and the student accepted that, then he is obliged to fulfil the condition, because the Prophet (blessings and peace of Allah be upon him) said: “The Muslims are bound by their conditions.” Narrated by al-Bukhaari in a mu‘allaq report (4/451). Narrated by al-Bayhaqi (7/249) and al-Haakim (2/57) in a mawsool report. Classed as saheeh by al-Albaani in *al-Irwa’* (5/207).

Al-Bukhaari said in his *Saheeh*:

Ibn ‘Awn said that Ibn Sireen said: A man said to his provider of mounts: Bring in your mount, and if I do not go with you on such and such a day, then I shall pay you one hundred dirhams. Then he did not go out with him. Shurayh said: If a person stipulates a condition on himself, willingly and not under duress, then it is binding on him.

End quote from *Saheeh al-Bukhaari*, Book of Conditions, Chapter on what kinds of conditions are permissible and what is exempted from the decision.

Secondly:

The binding condition is that which is stipulated with the contract or shortly before it. As for that which comes after the contract is drawn up, it carries no weight, because the contract was done without it. That applies unless it is stipulated during the period in which there is the option to cancel before parting.

Shaykh Ibn ‘Uthaymeen (may Allah have mercy on him) said: The conditions in a transaction should be taken into consideration, whether they are mentioned at the time of the contract or afterwards during the two periods in which there is the option of cancelling, or they were agreed upon previously. End quote from *ash-Sharh al-Mumti‘* (8/224).

Based on that, if this condition was not stipulated at the time of your registration in the course, then the condition is not binding upon you, because it was made after the contract was drawn up.

The teacher does not have the right to prevent students from watching lectures – after they register in the course – so that they have to give the promise that you mentioned, because enabling them to watch the lectures is obligatory, and preventing them from doing that is wronging them. The teachers have no right to impose this condition on the student. If they want to stipulate this condition, then it should be done at the time of registration, not afterwards.

Hence it is permissible for you to download the course and make use of it, so long as it was not stipulated at the time of registration that you should not do that.

Thirdly:

With regard to you giving the material to someone else for free, what appears to be the case is that there is nothing wrong with that, if it is only given to a few individuals, and is not shared widely in such a way that it would be detrimental to the intellectual property rights of the owner of this material.

One example of that is that if it is too hard for someone to pay the course fee on his own, so he gets one or two others to join him, and the like, then in this case he is like an agent acting on their behalf, so we hope that there is nothing wrong with them doing that, and that they will all benefit from it. This is like giving it to someone else for free, or better than that, as it seems.

Shaykh Ibn ‘Uthaymeen was asked: is it permissible for us to copy tapes on which it is written “All rights reserved”? Is the ruling different if the copies are to be distributed for da‘wah purposes and are not to be sold?

He said: What appears to me to be the case is that if the copies are for personal use only, there is nothing wrong with that.

But if that is done for trade, such as if a vendor copies these tapes for sale, then it is not permissible, because it is transgressing against the rights of one’s brother.

As for a student wanting to have a copy from another student, there is nothing wrong with that.

End quote from *at-Ta‘leeq ‘ala al-Kaafi* by Ibn Qudaamah (3/373).

And Allah knows best.