

# **Ordinance for Enforcement of the Installment Sales Act**

(Ordinance of the Ministry of International Trade and Industry No. 95 of  
November 14, 1961)

The Ordinance for Enforcement of the Installment Sales Act shall be established as follows based on the provisions of the Installment Sales Act (Act No. 159 of 1961) for the purpose of enforcing said Act.

## Table of Contents

### Chapter I Installment Sales

Section 1 General Provisions (Articles 1 to 11)

Section 2 Prepaid Installment Sales (Articles 12 to 26)

### Chapter II Loan Affiliated Installment Sales (Articles 27 to 35)

### Chapter III Intermediation of Credit Purchases

Section 1 Intermediation of Comprehensive Credit Purchases

Subsection 1 Business (Articles 36 to 62)

Subsection 2 Registration, etc. of Comprehensive Credit Purchase

Intermediaries (Articles 63 to 68)

Section 2 Intermediation of Individual Credit Purchases

Subsection 1 Business (Articles 69 to 98)

Subsection 2 Registration, etc. of Individual Credit Purchase

Intermediaries (Articles 99 to 103)

Section 3 Designated Credit Information Institutions

Subsection 1 General Rules (Articles 104 to 108)

Subsection 2 Business (Articles 109 to 114)

Subsection 3 Supervision (Articles 115 to 117)

Subsection 4 Participating Comprehensive Credit Purchase Intermediaries  
and Participating Individual Credit Purchase Intermediaries (Articles

118 to 121)

### Chapter IV Specified Prepaid Transactions (Articles 122 and 125)

### Chapter V Designated Entrusted Institutions (Articles 126 to 131)

### Chapter VI Proper Management, etc. of Credit Card Numbers, etc. (Articles 132 and 133)

### Chapter VII Certified Installment Sales Association (Articles 134 and 135)

### Chapter VIII Miscellaneous Provisions (Articles 136 to 141)

### Supplementary Provisions

## **Chapter I Installment Sales**

## Section 1 General Provisions

(Method for Indication of the Terms and Conditions of Installment Sales)

Article 1 (1) The matters set forth in the items of Article 3, paragraph (1) of the Installment Sales Act (Act No. 159 of 1961; hereinafter referred to as the "Act") shall be indicated as specified in the following items; provided, however, that the matters set forth in item (iv) of said paragraph may be omitted in cases where, in respect of a payment method of installments, the interval of paying the installments is other than those specified in paragraph (2), item (i) and the amount of the installments is other than those specified in item (ii) of said paragraph as requested by a purchaser or a service recipient (hereinafter referred to as a "Purchaser, etc." in this Section, Chapter II, Chapter III (excluding Articles 44 to 47, Articles 56 to 58, Article 72, Article 73-2, Article 74, paragraph (1), item (iv) and paragraph (2), Articles 89 to 91, and Section 3), Chapter VII, and appended table 1) or where the installment fee is less than 2,500 yen:

(i) the matters shall be displayed by readily visible means at a business office, etc. as prescribed in Article 2, paragraph (1), item (i) of the Act on Specified Commercial Transactions (Act No. 57 of 1976) (referred to as a "Business Office, etc." in Article 69, paragraph (1), item (i)) or in writing;

(ii) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
selling price by installment payment	the price in the case of selling goods or rights by the installment sales method
offering price by installment payment	the price in the case of offering services by the installment sales method
price by installment payment price by installment payment	the price in the case of selling goods or rights or offering services by the installment sales method

price by monthly installment payment	the price in the case of selling goods or rights or offering services by the installment sales method and where the payment of installments is to be made once every month
price by prepaid installment sales price by reservation fund	the price in the case of selling by the prepaid installment sales method
price by monthly reservation	the price in the case of selling by the prepaid installment sales method and where the payment of installments is to be made once every month
initial deposit  initial payment	the amount of money that the Purchaser, etc. pays to the installment seller upon the conclusion of the contract to sell designated goods or designated rights or to offer designated services by the installment sales method (hereinafter referred to as the "Contract for Installment Sales")
application fee	the amount of money that the Purchaser, etc. pays to the installment seller for the purpose of making a reservation for the Contract for Installment Sales and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
period of payment	the period from the time when the Contract for Installment Sales is concluded to the time when the payment of installments based on said contract is completed
number of payments  number of installments	the number of payments of the charge for the goods or rights or the value of the services, excluding the initial deposit or initial payment for installment sales
installment fee  fee for installment payments	the total amount of money that the installment seller requests the Purchaser, etc. to pay as the fee for installment sales, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses and the like (when it is clearly stated that any fee for registration or recording of the establishment of a mortgage or for the cancellation thereof, or any fee for preparation of a notarial deed (limited to any fee as prescribed in laws and regulations; hereinafter referred to as the "Fee for Registration, etc.") shall not be included in the fee for installment sales, the amount that remains after deducting the Fee for Registration, etc.)

annualized rate in real terms	the rate of the fee for installment sales calculated as prescribed in the following paragraph
installments	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to installment sales
Installments	
monthly installments	the amount of each installment payment of the charge pertaining to prepaid installment sales for which payment of installments is to be made once every month

- (iii) letters and numbers in 8-point or larger as specified in Japanese Industrial Standard (JIS) Z-8305 shall be used;
- (iv) the matters set forth in Article 3, paragraph (1), item (iv) of the Act shall be indicated as the rate of the installment fee calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.
- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 3, paragraph (1), item (iv) of the Act shall be the method specified in row (i) of appended table 1; provided, however, that said method may be the method specified in row (ii) of said table in cases where, in respect of a payment method of installments, the interval of paying installments is other than those specified in item (i) and the amount of the installments is other than those specified in item (ii):
- (i) where the interval of paying installments falls under either of the following:
- (a) where the payment of installments during the period of payment is to be made once every month at regular intervals;
  - (b) except in the cases listed in (a), where it is less than two months from the day of concluding the contract to the day preceding the day of the first installment payment, and where, during the period from the day of the first installment payment to the final day of the period of payment, the payment of installments is to be made once every month at regular intervals;
- (ii) where the amount of installments falls under any of the following:
- (a) where installments are of the same amount;
  - (b) where installments except for any one installment are of the same amount and said one different installment is an amount of not more than 150 percent of that of other equal installments;
  - (c) where the period of payment includes any of June, July, August, December, or January (limited to the cases where the period of payment is less than one year), and the installments for the period of payment except for an installment for any of said June, July, August, December, or

January (hereinafter referred to as the "Installment for the Specified Month") falls under (a) or (b) and the amount of the Installment for the Specified Month exceeds that of the other installments; or where the period of payment includes any of June, July, or August, and either of December or January, and the installments for the period of payment except for an installment for any of said June, July or August, and an installment for either of said December or January (hereinafter referred to as the "Installments for the Specified Two Months") falls under (a) or (b) and the Installments for the Specified Two Months are of the same amount and exceed the amount of the other installments.

Article 2 (1) When an installment seller delivers a document containing the matters set forth in the items of Article 3, paragraph (2) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
Selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
selling price by installment payment	the price in the case of selling goods or rights by the installment sales method
offering price by installment payment	the price in the case of offering services by the installment sales method
price by installment payment price by installment payment	the price in the case of selling goods or rights or offering services by the installment sales method
price by monthly installment payment	the price in the case of selling goods or rights or offering services by the installment sales method and where the payment of installments is to be made once every month
initial deposit	the amount of money that the Purchaser, etc. pays to the installment seller upon the conclusion of the Contract for Installment Sales

initial payment	
application fee	the amount of money that the Purchaser, etc. pays to the installment seller for the purpose of making a reservation for the Contract for Installment Sales and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
period of payment	the period from the time when the Contract for Installment Sales is concluded to the time when the payment of installments based on said contract is completed
number of payments	the number of payments of the charge for the goods or rights or the value of the services, excluding the initial deposit or initial payment for installment sales
number of installments	
installment fee	the total amount of money that the installment seller requests the Purchaser, etc. to pay as the fee for installment sales, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses, and the like (when it is clearly stated that any Fee for Registration, etc. shall not be included in the fee for installment sales, the amount that remains after deducting the Fee for Registration, etc.)
fee for installment payments	
annualized rate in real terms	the rate of the fee for installment sales calculated as prescribed in the following paragraph
installments	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to installment sales
installment payments	

(ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;

(iii) the matters set forth in Article 3, paragraph (2), item (ii) of the Act shall be indicated as the rate of the installment fee calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 3, paragraph (2), item (ii) of the Act shall be the method specified in row (i) of appended table 1; provided, however, that said method may be the method specified in row (ii) of said table in cases where, in respect of a payment method of installments, the interval of paying installments is other than those specified in paragraph (2), item (i) of the

preceding Article and the amount of the installments is other than those specified in item (ii) of said paragraph:

(3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 3, paragraph (2), item (iii) of the Act shall be as follows:

- (i) a concrete example of the calculation of the selling price by installment payment of goods or rights or the price by installment payment for the provision of services;
- (ii) when there is an agreement on the credit line (meaning the maximum amount for purchasing goods or rights or for receiving services by the installment sales method that is specified in advance; the same shall apply in paragraph (3), item (ii) of the following Article), said amount;
- (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 3 (1) When an installment seller delivers a document containing the matters set forth in the items of Article 3, paragraph (3) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
initial deposit initial payment	the amount of money that the Purchaser, etc. pays to the installment seller upon the conclusion of the Contract for Installment Sales
application fee	the amount of money that the Purchaser, etc. pays to the installment seller for the purpose of making a reservation for the Contract for Installment Sales and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded

installment fee	the total amount of money that the installment seller requests the Purchaser, etc. to pay as the fee for installment sales, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses, and the like (when it is clearly stated that any Fee for Registration, etc. shall not be included in the fee for installment sales, the amount that remains after deducting the Fee for Registration, etc.)
annualized rate in real terms	the rate of the fee for installment sales calculated as prescribed in the following paragraph
tender	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to installment sales

- (ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
  - (iii) the matters set forth in Article 3, paragraph (3), item (ii) of the Act shall be indicated as the rate of the installment fee calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.
- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 3, paragraph (3), item (ii) of the Act shall be the method specified in row (iii) of appended table 1.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 3, paragraph (3), item (iii) of the Act shall be as follows:
- (i) a concrete example of the calculation of the amount of a tender;
  - (ii) when there is an agreement on the credit line, said amount;
  - (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 4 When an installment seller advertises, pursuant to the provisions of Article 3, paragraph (4) of the Act, the conditions for the sale in cases of selling designated goods or designated rights or the conditions for the provision in cases of designated services being provided by the installment sales method prescribed in paragraph (1), paragraph (2), or paragraph (3) of said Article, it shall indicate the relevant matters set forth respectively in the items of paragraph (1), the items of paragraph (2), or the items of paragraph (3) of said Article, as specified in the following items; provided, however, that the matters set forth in paragraph (1), item (iv) of said Article may be omitted in cases where the installment fee is less than 2,500 yen:

- (i) with regard to the matters set forth in the items of paragraph (1), the items of paragraph (2), or the items of paragraph (3) of Article 3 of the Act, the terms listed respectively in the left-hand column of the relevant table of Article 1, paragraph (1), item (ii), Article 2, paragraph (1), item (i), or Article 3, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said relevant table;
- (ii) where the advertisement is made in writing, letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in paragraph (1), item (iv), paragraph (2), item (ii), or paragraph (3), item (ii) of Article 3 of the Act shall be indicated as the rate of the installment fee calculated as prescribed respectively in Article 1, paragraph (2), Article 2, paragraph (2), or Article 3, paragraph (2), on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(Delivery of Documents, etc.)

Article 5 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 4, paragraph (1), item (vii) of the Act shall be as follows; provided, however, that the matters listed in item (vi) may be omitted where an installment seller has concluded a contract to sell designated goods or designated rights or to provide designated services by the installment sales method set forth in Article 3, paragraph (2) of the Act, and the matters listed in items (iii) to (v) may be omitted where an installment seller has concluded a contract to sell designated goods by the installment sales method set forth in said paragraph to which two or more types of designated goods pertain (such matters that may be omitted shall be limited to those pertaining to the types of designated goods whose selling price in cash is less than 3,000 yen (excluding a type of designated goods whose selling price in cash is the highest of all the designated goods pertaining to said contract)):

- (i) the name and address or telephone number of the installment seller;
- (ii) the date of the contract;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, unit type, or model of the goods (in the case of rights or services, the type of said rights or said services);
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which that the rights can be exercised or the services can be received under the contract);
- (vi) the amount of the initial deposit or the initial payment;
- (vii) the number of payments of installments;
- (viii) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the

Contract for Installment Sales;

- (ix) excluding the case of prepaid installment sales, when there is an agreement on the demand for the payment of installments that have not yet become due, the details thereof;
- (x) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to pay installments (excluding cases where the contract has been cancelled), the details thereof;
- (xi) when the provision of services is one of the conditions for the sale of designated goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
- (xii) when the sale of goods is one of the conditions for the sale of designated rights or the provision of designated services, the details of said goods, the delivery time, and any other matters concerning said goods;
- (xiii) when the sale of rights is one of the conditions for the sale of designated goods or the provision of designated services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
- (xiv) when there is an agreement on the liability in cases where the goods have any hidden defect, the details thereof;
- (xv) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof;
- (xvi) when the Contract for Installment Sales is a personal multilevel marketing contract or a personal business opportunity related sales contract, to that effect.

Article 6 (1) When an installment seller delivers, pursuant to the provisions of Article 4, paragraph (1) of the Act (limited to the case of installment sales as set forth in Article 3, paragraph (1) of the Act), a document containing the matters listed in the items of Article 4, paragraph (1) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 1, paragraph (1), item (ii) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the matters listed in Article 4, paragraph (1), item (v) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the contract;
  - (b) it is provided that if the details of said contract presented by the installment seller by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Installment Sales, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;

- (c) it is provided that the cancellation of the contract due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the installment seller, and the installment seller has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period;
- (d) an agreement on the amount of damages, etc. in cases where the contract has been cancelled due to a cause imputable to the Purchaser, etc. complies with the provisions of Article 6, paragraph (1), paragraph (3) and paragraph (4) of the Act;
- (e) with regard to the obligation of the installment seller in cases where the contract has been cancelled due to a cause imputable to the installment seller, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code (Act No. 89 of 1896);

(iii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in Article 4, paragraph (1), item (vi) of the Act and item (ix), item (x), item (xiv), and item (xv) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the transfer of ownership	(a) the time for the transfer of ownership of goods is clearly indicated (b) it is provided that the purchaser may not pledge the goods as collateral, or transfer or resell the goods, prior to the transfer of ownership of said goods
(ii) matters concerning the demand for the payment of installments that have not yet become due	(a) it is provided that the payment of installments that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time as specified by the installment seller, and the installment seller has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period

	(b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payment of installments that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments
(iii) matters concerning the amount of damages or a penalty charge in the case of any failure to perform the obligation to pay installments (excluding cases where the contract has been cancelled)	an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to pay installments (excluding cases where the contract has been cancelled) complies with the provisions of Article 6, paragraph (2) of the Act
(iv) matters concerning liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act (Act No. 185 of 1951) and where such defect is generally caused by such usage), the installment seller assumes no liability for said defect
(v) special agreements other than those listed in Article 4, paragraph (1), item (vi) of the Act and item (ix), item (x), and item (xiv) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(iv) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(2) The provisions of the preceding paragraph shall apply mutatis mutandis to the installment sales set forth in Article 3, paragraph (2) of the Act. In this case, the term "Article 1, paragraph (1), item (ii)" in the preceding paragraph shall be deemed to be replaced with "Article 2, paragraph (1), item (i)."

Article 7 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 4, paragraph (2), item (vi) of the Act shall be as follows: provided, however, that the matters listed in items (iii) to (v) may be omitted where an installment seller has concluded a Contract for Installment Sales to which two or more types of designated goods pertain (such matters that may be omitted shall be limited to those pertaining to the types of

designated goods whose selling price in cash is less than 3,000 yen (excluding a type of designated goods whose selling price in cash is the highest of all the designated goods pertaining to said contract)):

- (i) the name and address or telephone number of the installment seller;
- (ii) the date of the contract;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, unit type, or model of the goods (in the case of rights or services, the type of said rights or said services);
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Installment Sales;
- (vii) when there is an agreement on the demand for the payment of tenders that have not yet become due, the details thereof;
- (viii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to pay tenders (excluding cases where the contract has been cancelled), the details thereof;
- (ix) when the provision of services is one of the conditions for the sale of designated goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
- (x) when the sale of goods is one of the conditions for the sale of designated rights or the provision of designated services, the details of said goods, the delivery time, and any other matters concerning said goods;
- (xi) when the sale of rights is one of the conditions for the sale of designated goods or the provision of designated services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
- (xii) when there is an agreement on the liability in cases where the goods have any hidden defect, the details thereof;
- (xiii) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof;
- (xiv) when the Contract for Installment Sales is a personal multilevel marketing contract or a personal business opportunity related sales contract, to that effect.

Article 8 When an installment seller delivers, pursuant to the provisions of Article 4, paragraph (2) of the Act, a document containing the matters listed in the items of said paragraph, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 3, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the matters listed in Article 4, paragraph (2), item (iv) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the contract;
  - (b) it is provided that if the details of said contract presented by the installment seller by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Installment Sales, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;
  - (c) it is provided that the cancellation of the contract due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the installment seller, and the installment seller has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period;
  - (d) with regard to the obligation of the installment seller in cases where the contract has been cancelled due to a cause imputable to the installment seller, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (iii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in Article 4, paragraph (2), item (v) of the Act and item (vii), item (xii), and item (xiii) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the transfer of ownership	(a) the time for the transfer of ownership of goods is clearly indicated (b) it is provided that the purchaser may not pledge the goods as collateral, or transfer or resell the goods, prior to the transfer of ownership of said goods

(ii) matters concerning the demand for the payment of tenders that have not yet become due	(a) it is provided that the payment of tenders that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time as specified by the installment seller, and the installment seller has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period (b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payment of tenders that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments
(iii) matters concerning liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act and where such defect is generally caused by such usage), the installment seller assumes no liability for said defect
(iv) special agreements other than those listed in Article 4, paragraph (2), item (v) of the Act and item (vii) and item (xii) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(iv) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 9 When an installment seller delivers a document containing the matters listed in the items of Article 4, paragraph (3) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 3, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the grounds for the calculation of tenders, the amount of the unpaid portion of any obligations other than delay damages and the fee for installment sales, the breakdown of tenders, and any other matters

- necessary for calculating tenders shall be indicated;
- (iii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Means of Using Information and Communications Technology)

Article 10 (1) The means specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 4-2 of the Act shall be the following:

- (i) means of using an electronic data processing system as listed in (a) or (b):
- (a) means of sending a document through a telecommunication line connecting the computer used by the installment seller and the computer used by the user or the Purchaser, etc., and recording it in a file on the computer used by the recipient;
- (b) means of providing a user or Purchaser, etc. with the matters to be indicated in a document which are recorded in a file on the computer used by the installment seller for inspection through a telecommunication line, and recording said matters in a file on the computer used by said user or Purchaser, etc. (in the case of consenting or refusing to accept the provision of matters through the means prescribed in the first sentence of Article 4-2 of the Act, means of recording to that effect in a file on the computer used by the installment seller);
- (ii) means of delivering a file, prepared in the form of a magnetic disk, CD-ROM, or any other equivalent means that may reliably store certain matters, which contains the matters to be indicated in a document.
- (2) The means listed in the preceding paragraph shall be the one that allow the user or the Purchaser, etc. to prepare a document by outputting the contents recorded in the file.
- (3) The "electronic data processing system" set forth in paragraph (1), item (i) shall mean the electronic data processing system that connects the computer used by the installment seller and the computer used by the user or the Purchaser, etc. through a telecommunication line.

Article 11 The type and details of the means to be indicated pursuant to the provisions of Article 2 of the Order for Enforcement of the Installment Sales Act (Cabinet Order No. 341 of 1961; hereinafter referred to as the "Order") shall be the following matters:

- (i) the means prescribed in paragraph (1) of the preceding Article that is used by the installment seller;
- (ii) the method of recording in the file.

## **Section 2 Prepaid Installment Sales**

(Application for License)

Article 12 (1) A written application as set forth in Article 12, paragraph (1) of the Act shall be prepared in accordance with Form 1.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 12, paragraph (2) of the Act shall be as follows:

- (i) the record on the property prepared in accordance with Form 2 as of a certain day within one month prior to the day of submitting the written application for a license, the record on the income and expenditure for the business year immediately prior to the day of submitting the written application for a license prepared in accordance with Form 3, and the balance sheets (including related notes; the same shall apply in Article 122, paragraph (2), item (i)), profit and loss statements (including related notes; the same shall apply in said item), and statements of changes in net assets (including related notes; the same shall apply in said item) for the last five business years immediately prior to the day of submitting the written application for a license (with regard to a corporation whose business term is six months, for the last ten business terms) or any alternative documents;
- (ii) documented business plans for the coming five business years (with regard to a corporation whose business term is six months, for the coming ten business terms) after obtaining a license that contains the following matters:
  - (a) sales plans of designated goods that the person intends to sell by the prepaid installment sales method;
  - (b) income and expenditure plans;
  - (c) financial plans;
- (iii) curricula vitae of officers;
- (iv) a document to pledge that the person does not fall under any of the provisions of Article 15, paragraph (1), items (vi) to (viii) of the Act;
- (v) when the person has any agency office related to prepaid installment sales, a copy of the agency contract;
- (vi) the sales amount of designated goods sold by the prepaid installment sales method, by type of goods, for one year prior to the day of filing an application.

(3) The electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 12, paragraph (3) of the Act shall be the information obtained and recorded from the computer used by administrative organs, etc. as prescribed in Article 3, paragraph (1) of the Act on Utilizing Information Communications Technology in Administrative Procedures, etc. (Act No. 151 of 2002).

(Criteria for the Terms of a Contract for Prepaid Installment Sales)

Article 13 The criteria specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 15, paragraph (1), item (v) of the Act shall be

as follows:

- (i) there shall be columns to indicate the following:
  - (a) the name and address of the seller;
  - (b) the name of the purchaser;
  - (c) a contract number;
  - (d) the date of the contract;
  - (e) the names of the goods;
  - (f) the trademarks, manufacturers, unit types, or models of the goods;
  - (g) the quantity of the goods;
  - (h) the price by prepaid installment sales; and
  - (i) the amount, number, time of payment, and means of the payment of installments;
- (ii) the terms listed in the left-hand column of the table of Article 1, paragraph (1), item (ii) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (iii) the matters set forth in the left-hand column of the following table (with regard to the terms of a contract for prepaid installment sales that provide that a part of the charge shall be paid before receiving the delivery of goods, the matters set forth in rows (i) to (v) of said column) shall be indicated and the details thereof must be in accordance with the criteria set forth in the right-hand column of said table:

Matters to be indicated	Criteria
(i) matters concerning the issuance of receipts	it is provided that where installment payments are to be collected or brought in, receipts shall be issued
(ii) matters concerning the time of the delivery of goods	a certain period within 30 days after the full payment of the charge that is to be paid before receiving the delivery of goods is specified as the time of the delivery
(iii) matters concerning the cancellation of the contract	it is provided that the cancellation of the contract due to a failure of the purchaser to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the seller, and the seller has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period, and that in cases where the purpose of the contract can no longer be achieved due to a cause imputable to the seller, the purchaser may cancel said contract

<p>(iv) matters concerning the amount of damages, etc. due to the cancellation of the contract</p>	<p>it is provided that in cases where the contract is cancelled due to a cause imputable to the purchaser, the seller shall refund the amount, which is obtained by deducting the expenses generally required for concluding and performing the contract from the amount already paid by the purchaser, during a certain period within 60 days from the day of cancelling the contract; and said amount to be refunded is clearly indicated in such a way that the purchaser can easily make a calculation; and it is provided that in cases where the contract is cancelled due to a cause imputable to the seller, the seller shall refund, without delay, the sum of the amount already paid plus a certain amount not less than the amount obtained by multiplying the amount already paid by the statutory interest rate</p>
<p>(v) matters concerning the lump-sum payment of the remaining amount of the charge</p>	<p>it is provided that in cases where the purchaser pays in cash, in the middle of paying installments, the amount that remains after deducting, from the selling price in cash of the goods pertaining to the contract, the sum of the amount already paid plus a certain amount not less than the amount obtained by multiplying the amount already paid by the statutory interest rate, the purchaser may receive the delivery of said goods and complete the contract</p>
<p>(vi) matters concerning the delivery of goods before the full payment</p>	<p>it is provided that in cases where the purchaser has paid installments a certain number of times or more as specified by the seller and meets the requirements specified by the seller, the purchaser may change the details of said Contract for Installment Sales and take delivery of the goods, and that in this case, the seller shall allocate the sum of the amount already paid plus a certain amount not less than the amount obtained by multiplying the amount already paid by the statutory interest rate for a part of the charge after the change to the contract</p>

(iv) the following matters shall not be indicated:

- (a) that in cases where the terms of the contract for prepaid installment sales are reissued, fees exceeding the expenses generally required for the reissuance are collected;
- (b) that the seller may raise the price after concluding the contract for any reason other than an increase of the consumption tax and the local consumption tax;
- (c) that the seller may change goods pertaining to the contract after concluding the contract;

- (d) a special agreement to the effect that the purchaser may not cancel the contract;
- (e) any special agreements as prescribed in Article 27, paragraph (2) of the Act;
- (f) a special agreement that is significantly disadvantageous to the purchaser with regard to the jurisdiction of the court that covers actions pertaining to said contract;
- (g) in addition to what are listed in (a) to (f), any special agreements that are in violation of laws and regulations or significantly disadvantageous to the purchaser;
- (v) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Notification of Deposit of Business Security Money)

Article 14 Notification under Article 16, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2), and Article 22, paragraph (3) of the Act) shall be made by submitting a written notification prepared in accordance with Form 4.

(Securities that can be Allocated for Business Security Money, etc.)

Article 15 Securities specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 17, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 18-3, paragraph (5), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act) shall be those listed in the following items:

- (i) bonds and debentures as prescribed in Article 2, paragraph (1), items (i) to (iii) of the Financial Instruments and Exchange Act (Act No. 25 of 1948);
- (ii) in addition to what are listed in the preceding item, secured debentures under the Secured Debenture Trust Act (Act No. 52 of 1905) and debentures guaranteeing the right to receive preferential payment under laws and regulations (excluding own debentures and debentures issued by a company that has received an order of commencement of special liquidation proceedings under the Companies Act (Act No. 86 of 2005) and for which an order for termination of the special liquidation proceedings has not become final and binding, a company that has received an order of commencement of bankruptcy proceedings under the Bankruptcy Act (Act No. 75 of 2004) and for which an order for termination of the bankruptcy proceedings or an order for discontinuance of the bankruptcy proceedings has not become final and binding, a company that has received an order of commencement of rehabilitation proceedings under the Civil Rehabilitation Act (Act No. 225 of 1999) and for which an order for termination of the rehabilitation

proceedings or an order for discontinuance of the rehabilitation proceedings has not become final and binding, or a company that has received an order of commencement of reorganization proceedings under the Corporate Reorganization Act (Act No. 154 of 2002) and for which an order for termination of the reorganization proceedings or an order for discontinuance of the reorganization proceedings has not become final and binding);  
(iii) paperless national government bonds as prescribed in Article 88 of the Act on Book-Entry Transfer of Bonds, Shares, etc. (Act No. 75 of 2001).

(Value of Securities that can be Allocated for Business Security Money, etc.)

Article 16 (1) In cases where the securities set forth in the preceding Article are allocated for business security money or security money for prepaid services pursuant to the provisions of Article 17, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 18-3, paragraph (5), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act), the value of said securities shall be the amount listed respectively in the following items, in accordance with the category of securities listed in the relevant item:

- (i) with regard to the securities listed in item (i) or item (iii) of the preceding Article, 95 percent of the face value;
- (ii) with regard to the securities listed in item (ii) of the preceding Article, 90 percent of the face value.

(2) When applying the provisions of the preceding paragraph to bonds and debentures issued by means of a discount where there are over five years from the day of the deposit to the due date for reimbursement, the amount obtained by adding the amount calculated by the appended formula to their issue price shall be deemed to be their face value.

(Preservative Measures for Advances Received)

Article 17 Notification under Article 18-4, paragraph (1), and Article 22, paragraph (2) of the Act shall be made by submitting a written notification prepared in accordance with Form 5.

Article 18 (1) An application for approval as set forth in Article 18-5, paragraph (3) of the Act shall be filed by submitting a written application prepared in accordance with Form 6.

(2) An application for approval as set forth in Article 18-5, paragraph (5) of the Act shall be filed by submitting a written application prepared in accordance with Form 7.

(3) The written application set forth in the preceding paragraph shall be attached with a document certifying that the deposit entrustment contract has been

cancelled.

(Notification of Succession)

Article 19 (1) Notification under Article 18-6, paragraph (2) of the Act shall be made by submitting a written notification prepared in accordance with Form 8.

(2) Documents certifying the fact set forth in Article 18-6, paragraph (2) of the Act shall be as follows:

- (i) a certificate of the registered matters, curricula vitae of officers, and a document as prescribed in Article 12, paragraph (2), item (iv);
- (ii) with regard to a corporation that has succeeded to the status of a licensed installment seller by accepting a transfer of all the business, a copy of the business transfer contract.

(Notification of Change)

Article 20 (1) Notification under Article 19, paragraph (1) of the Act shall be made by submitting a written notification prepared in accordance with Form 9.

(2) Notification under Article 19, paragraph (2) of the Act shall be made by submitting a written notification prepared in accordance with Form 10.

(3) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 12, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 19, paragraph (4) of the Act shall be as follows:

- (i) with regard to notification under Article 19, paragraph (1) of the Act, the following documents:
  - (a) a document certifying the matters pertaining to the change;
  - (b) when the change pertains to an officer that has newly taken office, the curriculum vitae of said officer, and documents listed in Article 12, paragraph (2), item (iv) (limited to those pertaining to Article 15, paragraph (1), item (viii) of the Act);
  - (c) when the change pertains to the establishment of a new agency office related to prepaid installment sales, a copy of the agency contract;
- (ii) with regard to a notification under Article 19, paragraph (2) of the Act, the terms of the contract for prepaid installment sales prior to and after the change.

(Maintenance of Books)

Article 21 (1) Books as set forth in Article 19-2 of the Act shall be maintained at the principal business office (where it is difficult to indicate all the matters listed in the items of paragraph (3) in books maintained at the principal business office, such books shall be maintained at the principal business office and secondary business offices for which a written notification prepared in accordance with Form 11 has been submitted to the Minister of Economy,

Trade and Industry).

- (2) Books shall be preserved for two years from the day of the closing.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 19-2 of the Act shall be as follows:
  - (i) the name and address of the person that has concluded the contract for prepaid installment sales;
  - (ii) the contract number;
  - (iii) the names of the goods;
  - (iv) the balance of advances received that have been received as the whole or a part of the charge for goods pertaining to the contract for prepaid installment sales (hereinafter referred to as "Reservation Advances Received");
  - (v) the total amount of Reservation Advances Received and the number of contracts at month-end for each business office or agency office.
- (4) In cases where books are maintained at the principal business office and the secondary business offices prescribed in paragraph (1), the total amount of Reservation Advances Received and the number of contracts at month-end for each business office where books are maintained shall be indicated in the books maintained at the principal office.

(Income and Expenditure Ratio, etc. Pertaining to Order for Improvement)

- Article 22 (1) The ratio specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (i) of the Act shall be 100 percent.
- (2) The ratio specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (ii) of the Act shall be 90 percent.
  - (3) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (iii) of the Act shall be as follows:
    - (i) when the amount that remains after deducting the total amount of liabilities from the total amount of assets is less than the amount of stated capital or capital contributions;
    - (ii) when the total amount of Reservation Advances Received or the total amount of liabilities is significantly excessive in light of the status of the property;
    - (iii) when costs for deferral pertaining to prepaid installment sales are recorded in an inflated manner or accounting procedures are otherwise unsound;
    - (iv) when the amount that may be allocated for the tender arising from the contract for prepaid installment sales based on preservative measures for advances received, as of the base date, is less than the base amount for said

- base date;
- (v) when the guidance and supervision for salespersons, bill collectors, and other workers is not sufficient;
- (vi) when the guidance for agency offices (when an agency office is a corporation, the guidance for members, directors, executive officers, and other representatives of the corporation that execute the business) is not sufficient;
- (vii) when the licensed installment seller has failed to convey the truth to the purchaser or has conveyed to them false information or information that may cause a misunderstanding with regard to important matters concerning the contract for prepaid installment sales that may affect the judgment of the purchaser;
- (viii) when the licensed installment seller has failed to convey any disadvantageous facts to the purchaser and has had the purchaser extinguish the existing contract for prepaid installment sales and apply for a new contract for prepaid installment sales, or has had the purchaser apply for a new contract for prepaid installment sales and thereby extinguish the existing contract for prepaid installment sales;
- (ix) when the obligations stated in the terms of the contract for prepaid installment sales have not been performed;
- (x) when the details of the terms of the contract for prepaid installment sales do not comply with the criteria set forth in Article 13.

(Calculation of the Amount of Revenues, etc.)

- Article 23 (1) The amount of revenues prescribed in Article 20-2, paragraph (2) of the Act shall be calculated by totaling net sales (including service revenues) and non-operating revenues. In this case, regarding a licensed installment seller that records unrealized profits on installment sales in the liabilities section on the balance sheet, any increase in said unrealized profits on installment sales for the relevant business year shall be deducted from the amount of revenues and any decrease shall be included in the amount of revenues.
- (2) The amount of expenses prescribed in Article 20-2, paragraph (2) of the Act shall be calculated by totaling the cost of sales (including service costs), selling expenses, general administration expenses, and non-operating expenses.
  - (3) In the cases referred to in the preceding two paragraphs, the amount of special profits or losses arising from prior-period adjustments or from sources other than regular business activities shall not be included in the amount of revenues or expenses.
  - (4) The total amount of current assets prescribed in Article 20-2, paragraph (2) of the Act shall be calculated by totaling the following:

- (i) cash;
  - (ii) deposits;
  - (iii) notes receivable;
  - (iv) accounts receivable;
  - (v) securities (excluding investment securities);
  - (vi) investment securities (limited to those listed in Article 15, item (i) and item (ii) (regarding those listed in item (i) of said Article, limited to debentures as prescribed in Article 2, paragraph (1), item (iii) of the Financial Instruments and Exchange Act), and beneficiary securities of securities investment trusts and loan trusts);
  - (vii) goods;
  - (viii) finished goods;
  - (ix) semi-finished goods;
  - (x) raw materials;
  - (xi) work in process;
  - (xii) supplies;
  - (xiii) advance payments;
  - (xiv) prepaid expenses (limited to those to be redeemed and become expenses within one year);
  - (xv) short-term loans;
  - (xvi) advances paid;
  - (xvii) accounts receivable;
  - (xviii) accrued income;
  - (xix) costs for deferral pertaining to prepaid installment sales;
  - (xx) business security money deposited pursuant to the provisions of Article 16, paragraph (1) and Article 18, paragraph (1), and Article 22, paragraph (1) of the Act;
  - (xxi) security money for prepaid services deposited as a preservative measures for advances received pursuant to the provisions of Article 18-3, paragraph (1) and Article 22, paragraph (2) of the Act;
  - (xxii) assets other than those listed in the preceding items (limited to those that are deemed to be encashed within one year).
- (5) The total amount of current liabilities prescribed in Article 20-2, paragraph (2) of the Act shall be calculated by totaling the following:
- (i) notes payable;
  - (ii) accounts payable;
  - (iii) short-term loans payable;
  - (iv) accounts payable;
  - (v) accrued expenses;
  - (vi) advance received;
  - (vii) deposits received;

- (viii) unearned revenue;
- (ix) accrued income tax, etc.;
- (x) liabilities other than those listed in the preceding items (limited to those that are deemed to be paid or repaid within one year).

(6) The amount of assets or liabilities prescribed in paragraph (4) or the preceding paragraph shall be calculated based on the book value (regarding assets listed in paragraph (4), item (iii), item (iv), item (xv), and item (xvii), based on the amount that remains after deducting allowances for doubtful accounts; the same shall apply hereinafter) as of the day on which said amount is to be calculated (hereinafter referred to as the "Calculation Day"); provided, however, that when the book value of the assets exceeds the amount of the assets assessed as of the Calculation Day or the book value of the liabilities is below the amount of the liabilities assessed as of the Calculation Day, the calculation shall be based on said assessed amount.

(Recovery of Security Money for Prepaid Services Deposited by an Entrusted Person under a Deposit Entrustment Contract)

Article 24 An application for approval as set forth in Article 20-4, paragraph (2) of the Act shall be filed by submitting a written application prepared in accordance with Form 12.

(Public Notice of Disposition)

Article 25 A public notice under Article 24 of the Act (including cases where applied mutatis mutandis pursuant to Article 26 of the Act) shall be given by publishing it in an official gazette.

(Notification of Abolishment)

Article 26 Notification under Article 26, paragraph (1) of the Act shall be made by submitting a written notification prepared in accordance with Form 13.

**Chapter II Loan Affiliated Installment Sales**

(Method for Indication of the Terms and Conditions of Loan Affiliated Installment Sales)

Article 27 (1) When a loan affiliated installment seller delivers a document containing the matters set forth in the items of Article 29-2, paragraph (1) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
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selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
total amount of the repayment	the sum of the price in the case of selling goods or rights or offering services by the loan affiliated installment sales method (including guarantee commission and other fees) plus interest on loans pertaining to the loan affiliated installment sales
initial deposit	the amount of money that the Purchaser, etc. pays to the loan affiliated installment seller upon the conclusion of the contract to sell designated goods or designated rights or to offer designated services by the loan affiliated installment sales method (hereinafter referred to as the "Contract for Loan Affiliated Installment Sales")
application fee	the amount of money that the Purchaser, etc. pays to the loan affiliated installment seller for the purpose of making a reservation for the Contract for Loan Affiliated Installment Sales and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
period of return of loans	the period from the time when the Contract for Loan Affiliated Installment Sales is concluded to the time when the payment of installment payments based on said contract is completed
period of repayment	
number of return of loans	the number of times to return the loans pertaining to the loan affiliated installment sales
number of repayments	

loan handling commission	the total amount of money that the loan affiliated installment seller (including the person who guarantees the obligations of the Purchaser, etc., entrusted by the loan affiliated installment seller) or the person who provides loans (meaning the counterparty from whom the Purchaser, etc. obtains loans to be allocated for the whole or a part of the total amount of the payment when purchasing designated goods or designated rights or receiving the offering of designated services by the loan affiliated installment sales method) requests the Purchaser, etc. to pay as the fee for loan affiliated installment sales, whatever their names, such as interest on loans, guarantee commission, credit check expenses, administrative expenses, and the like (when it is clearly stated that the Fee for Registration, etc. shall not be included in the fee for loan affiliated installment sales, the amount that remains after deducting the Fee for Registration, etc.)
annualized rate in real terms	the rate of the fee for loan affiliated installment sales calculated as prescribed in the following paragraph
installment payments  the amount of installment payments	the amount of each installment payment of the loans pertaining to loan affiliated installment sales (including the amount of interest payment)

- (ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
  - (iii) the matters set forth in Article 29-2, paragraph (1), item (ii) of the Act shall be indicated as the rate of the loan handling commission calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.
- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-2, paragraph (1), item (ii) of the Act shall be the method specified in row (i) of appended table 1; provided, however, that said method may be the method specified in row (ii) of said table in cases where the interval of repaying installment payments is other than those specified in item (i) and the amount of the repayments is other than those specified in item (ii):
- (i) where the interval of repaying installment payments falls under either of the following:
    - (a) where the repayment of installment payments during the period of repayment is to be made once every month at regular intervals;
    - (b) except in cases listed in (a), where it is less than two months from the day of concluding the contract to the day preceding the day of repaying the first

installment payment, and where, from the day of repaying the first installment payment to the final day of the period of repayment, the repayment of installment payments is to be made once every month at regular intervals;

- (ii) where the amount of installment payments falls under any of the following:
  - (a) where installment payments are of the same amount;
  - (b) where installment payments except for any one installment payment are of the same amount and said one different installment payment is of an amount not more than 150 percent of that of other equal installment payments;
  - (c) where the period of repayment includes any of June, July, August, December, or January (limited to the cases where the period of repayment is less than one year), and any of the installment payments for the period of repayment except for an installment payment for any of said June, July, August, December, or January (hereinafter referred to as the "Installment Payment for the Specified Month") falls under (a) or (b) and the amount of the Installment Payment for the Specified Month exceeds that of the other installment payments; or where the period of repayment includes any of June, July, or August, and either of December or January, and any of the installment payments for the period of repayment except for an installment payment for any of said June, July or August, and an installment payment for either of said December or January (hereinafter referred to as the "Installment Payments for the Specified Two Months") falls under (a) or (b) and the Installment Payments for the Specified Two Months are of the same amount and exceed the amount of the other installment payments.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-2, paragraph (1), item (iii) of the Act shall be as follows:
  - (i) a concrete example of the calculation of the total amount of the payment;
  - (ii) when there is an agreement on the credit line (meaning a maximum amount for purchasing designated goods or designated rights or for receiving designated services by the loan affiliated installment sales method that is specified in advance; the same shall apply in paragraph (3), item (ii) of the following Article), said amount;
  - (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 28 (1) When a loan affiliated installment seller delivers a document containing the matters set forth in the items of Article 29-2, paragraph (2) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in cases where the full amount of the charge for the goods or rights or the value of the services is received on delivery of the goods or transfer of rights or upon the conclusion of the contract to offer the service
initial deposit	the amount of money that the Purchaser, etc. pays to the loan affiliated installment seller upon the conclusion of the Contract for Loan Affiliated Installment Sales
initial deposit	the amount of money that the Purchaser, etc. pays to the loan affiliated installment seller for the purpose of making a reservation for the Contract for Loan Affiliated Installment Sales and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
loan handling commission	the total amount of money that the loan affiliated installment seller (including the person who guarantees the obligations of the Purchaser, etc., entrusted by the loan affiliated installment seller) or the person who provides loans (meaning the counterparty from whom the Purchaser, etc. obtains loans to be allocated for the whole or a part of the total amount of the payment when purchasing designated goods or designated rights or receiving the offering of designated services by the loan affiliated installment sales method) requests the Purchaser, etc. to pay as the fee for loan affiliated installment sales, whatever their names, such as interest on loans, guarantee commission, credit check expenses, administrative expenses, and the like (when it is clearly stated that the Fee for Registration, etc. shall not be included in the fee for loan affiliated installment sales, the amount that remains after deducting the Fee for Registration, etc.)
annualized rate in real terms	the rate of the fee for loan affiliated installment sales calculated as prescribed in the following paragraph
tender	the amount of each installment payment of the loans pertaining to loan affiliated installment sales (including the amount of the interest payment)

(ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;

- (iii) the matters set forth in Article 29-2, paragraph (2), item (ii) of the Act shall be indicated as the rate of the loan handling commission calculated as prescribed in the following paragraph, on an annual rate basis, down to at least to three decimal places, and no other rates shall be indicated.
- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-2, paragraph (2), item (ii) of the Act shall be the method specified in row (iii) of appended table 1.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-2, paragraph (2), item (iii) of the Act shall be as follows:
  - (i) a concrete example of the calculation of the amount of a tender;
  - (ii) when there is an agreement on the credit line, said amount;
  - (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 29 When a loan affiliated installment seller advertises, pursuant to the provisions of Article 29-2, paragraph (3) of the Act, the conditions for the sale in cases of selling designated goods or designated rights or for the provision in cases of providing designated services, by the loan affiliated installment sales method prescribed in paragraph (1) or paragraph (2) of said Article, the seller shall indicate the relevant matters set forth respectively in the items of paragraph (1) or the items of paragraph (2) of said Article as specified in the following items:

- (i) with regard to the matters set forth in the items of paragraph (1) or the items of paragraph (2) of Article 29-2 of the Act, the terms listed respectively in the left-hand column of the relevant table of Article 27, paragraph (1), item (i), or paragraph (1), item (i) of the preceding Article shall be used, with the meanings as defined respectively in the right-hand column of said relevant table;
- (ii) where the advertisement is made in writing, letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in paragraph (1), item (ii), or paragraph (2), item (ii) of Article 29-2 of the Act shall be indicated as the rate of the loan handling commission calculated as prescribed respectively in Article 27, paragraph (2), or paragraph (2) of the preceding Article, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(Delivery of Documents, etc.)

Article 30 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-3, paragraph (1), item (vii) of the Act shall be as follows; provided, however, that the matters listed in items (iii) to (v)

may be omitted where a loan affiliated installment seller has concluded a contract to sell designated goods by the loan affiliated installment sales method set forth in Article 29-2, paragraph (1) of the Act to which two or more types of designated goods pertain (such matters that may be omitted shall be limited to those pertaining to the types of designated goods whose selling price in cash is less than 3,000 yen (excluding a type of designated goods whose selling price in cash is the highest of all the designated goods pertaining to said contract)):

- (i) the name and address or telephone number of the loan affiliated installment seller;
- (ii) the date of the contract;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, unit type, or model of the goods (in the case of rights or services, the type of said rights or said services);
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the number of repayments;
- (vii) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Loan Affiliated Installment Sales;
- (viii) the matters concerning any defense against the loan affiliated installment seller;
- (ix) when the provision of services is one of the conditions for the sale of designated goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
- (x) when the sale of goods is one of the conditions for the sale of designated rights or the provision of designated services, the details of said goods, the delivery time, and any other matters concerning said goods;
- (xi) when the sale of rights is one of the conditions for the sale of designated goods or the provision of designated services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
- (xii) when there is an agreement on the liability in cases where the goods have any hidden defect, the details thereof;
- (xiii) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof;
- (xiv) when the Contract for Loan Affiliated Installment Sales is a personal multilevel marketing contract or a personal business opportunity related sales contract, to that effect.

Article 31 When a loan affiliated installment seller delivers, pursuant to the

provisions of Article 29-3, paragraph (1) of the Act, a document containing the matters listed in the items of said paragraph, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 27, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the matters listed in Article 29-3, paragraph (1), item (v) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the contract;
  - (b) it is provided that if the details of said contract presented by the loan affiliated installment seller by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Loan Affiliated Installment Sales, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;
  - (c) with regard to the obligation of the loan affiliated installment seller in cases where the contract has been cancelled due to a cause imputable to the loan affiliated installment seller, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (iii) it shall be provided that with regard to the matters listed in item (viii) of the preceding Article, the grounds arising regarding the details thereof for the loan affiliated installment seller that has sold designated goods or designated rights or is to provide designated services may be asserted against the loan affiliated installment seller that demands the repayment of installment payments;
- (iv) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in Article 29-3, paragraph (1), item (vi) of the Act and item (xii) and item (xiii) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the transfer of ownership	(a) the time for the transfer of ownership of goods is clearly indicated (b) it is provided that the purchaser may not pledge the goods as collateral, or transfer or resell the goods, prior to the transfer of ownership of said goods

(ii) matters concerning the liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act and where such defect is generally caused by such usage), the loan affiliated installment seller assumes no liability for said defect
(iii) special agreements other than those listed in Article 29-3, paragraph (1), item (vi) of the Act and item (xii) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(v) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 32 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29-3, paragraph (2), item (vi) of the Act shall be as follows; provided, however, that the matters listed in items (iii) to (v) may be omitted where a loan affiliated installment seller has concluded a Contract for Loan Affiliated Installment Sales to which two or more types of designated goods pertain (such matters that may be omitted shall be limited to those pertaining to the types of designated goods whose selling price in cash is less than 3,000 yen (excluding a type of designated goods whose selling price in cash is the highest of all the designated goods pertaining to said contract)):

- (i) the name and address or telephone number of the loan affiliated installment seller;
- (ii) the date of the contract;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, unit type, or model of the goods (in the case of rights or services, the type of said rights or said services);
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Loan Affiliated Installment Sales;
- (vii) the matters concerning any defense against the loan affiliated installment seller;
- (viii) when the provision of services is one of the conditions for the sale of

- designated goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
- (ix) when the sale of goods is one of the conditions for the sale of designated rights or the provision of designated services, the details of said goods, the delivery time, and any other matters concerning said goods;
  - (x) when the sale of rights is one of the conditions for the sale of designated goods or the provision of designated services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
  - (xi) when there is an agreement on the liability in cases where the goods have any hidden defect, the details thereof;
  - (xii) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof;
  - (xiii) when the Contract for Loan Affiliated Installment Sales is a personal multilevel marketing contract or a personal business opportunity related sales contract, to that effect.

Article 33 When a loan affiliated installment seller delivers, pursuant to the provisions of Article 29-3, paragraph (2) of the Act, a document containing the matters listed in the items of said paragraph, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 28, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the matters listed in Article 29-3, paragraph (2), item (iv) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. cannot cancel the contract;
  - (b) it is provided that if the details of said contract presented by the loan affiliated installment seller by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Loan Affiliated Installment Sales, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;
  - (c) with regard to the obligation of the loan affiliated installment seller in cases where the contract has been cancelled due to a cause imputable to the loan affiliated installment seller, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (iii) it shall be provided that with regard to the matters listed in item (vii) of the preceding Article, the grounds arising regarding the details thereof for the loan affiliated installment seller that has sold designated goods or designated rights or is to provide designated services may be asserted against the loan affiliated installment seller that demands the repayment of

tenders;

(iv) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in Article 29-3, paragraph (2), item (v) of the Act, and item (xi) and item (xii) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the transfer of ownership	(a) the time for the transfer of ownership of goods is clearly indicated (b) it is provided that the purchaser may not pledge the goods as collateral, or transfer or resell the goods, prior to the transfer of ownership of said goods
(ii) matters concerning the liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act and where such defect is generally caused by such usage), the loan affiliated installment seller assumes no liability for said defect
(iii) special agreements other than those listed in Article 29-3, paragraph (2), item (v) of the Act and item (xi) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(v) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Means of Using Information and Communications Technology)

Article 34 (1) The means specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 4-2 of the Act as applied mutatis mutandis pursuant to Article 29-4, paragraph (1) of the Act shall be the following:

- (i) means of using an electronic data processing system as listed in (a) or (b):
  - (a) means of sending a document through a telecommunication line connecting the computer used by the loan affiliated installment seller and the computer used by the user or the Purchaser, etc., and recording it in a file on the computer used by the recipient;
  - (b) means of providing the user or Purchaser, etc. with the matters to be indicated in a document which are recorded in a file on the computer used

by the loan affiliated installment seller for inspection through a telecommunication line, and recording said matters in a file on the computer used by said user or Purchaser, etc. (in the case of consenting or refusing to accept the provision of matters through the means prescribed in the first sentence of Article 4-2 of the Act as applied mutatis mutandis pursuant to Article 29-4, paragraph (1) of the Act, means of recording to that effect in a file on the computer used by the loan affiliated installment seller);

- (ii) means of delivering a file, prepared in the form of a magnetic disk, CD-ROM, or any other equivalent means that may reliably store certain matters, which contains the matters to be indicated in a document.
- (2) The means listed in the preceding paragraph shall be the one that allows the user or the Purchaser, etc. to prepare a document by outputting the contents recorded in the file.
- (3) The "electronic data processing system" set forth in paragraph (1), item (i) shall mean the electronic data processing system that connects the computer used by the loan affiliated installment seller and the computer used by the user or the Purchaser, etc. through a telecommunication line.

Article 35 The type and details of the means to be indicated pursuant to the provisions of Article 2 of the Order as applied mutatis mutandis pursuant to Article 17 of the Order by replacing the terms shall be the following matters:

- (i) the means prescribed in paragraph (1) of the preceding Article that is used by the loan affiliated installment seller;
- (ii) the method of recording in the file.

### **Chapter III Intermediation of Credit Purchases**

#### **Section 1 Intermediation of Comprehensive Credit Purchases**

##### **Subsection 1 Business**

(Method for Indication of the Conditions for the Intermediation of Comprehensive Credit Purchases)

Article 36 (1) When a comprehensive credit purchase intermediary delivers a document containing the matters set forth in the items of Article 30, paragraph (1) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table are used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights

offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
total amount of the payment	the sum of the selling price in cash of the goods or rights purchased or the offering price in cash of the services to be received plus fees for the intermediation of comprehensive credit purchases
initial deposit	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases upon the conclusion of the contract to sell goods or designated rights by the method of sales pertaining to the intermediation of comprehensive credit purchases or to offer services by the method of offering pertaining to the intermediation of comprehensive credit purchases (hereinafter referred to as the "Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases")
application fee	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases for the purpose of making a reservation for the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
period of payment	the period from the time when the contract for contract for receiving the intermediation of comprehensive credit purchases is concluded to the time when the payments based on said contract are completed
number of payments	the number of payments of the charge for the goods or rights or the value of the services, excluding the initial deposit for the intermediation of comprehensive credit purchases
number of installments	

fee for the intermediation of comprehensive credit purchases	the total amount of money that the comprehensive credit purchase intermediary requests the Purchaser, etc. to pay as the fee for the intermediation of comprehensive credit purchases, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses, and the like (when it is clearly stated that any Fee for Registration, etc. shall not be included in the fee for the intermediation of comprehensive credit purchases, the amount that remains after deducting the Fee for Registration, etc.)
fee for installment payments	
annualized rate in real terms	the rate of the fee for the intermediation of comprehensive credit purchases calculated as prescribed in the following paragraph
payments	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to the intermediation of comprehensive credit purchases (including the fee for the intermediation of comprehensive credit purchases)
the amount of installment payments installment payments	

- (ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in Article 30, paragraph (1), item (ii) of the Act shall be indicated as the rate of the fee for the intermediation of comprehensive credit purchases calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.
- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30, paragraph (1), item (ii) of the Act shall be the method specified in row (i) of appended table 1; provided, however, that said method may be the method specified in row (ii) of said table in cases where the interval of making payments is other than those specified in item (i), and the amount of the payments is other than those specified in item (ii):
- (i) where the interval of making payments falls under either of the following:
- (a) where payment during the period of payment is to be made once every month at regular intervals;
  - (b) except in cases listed in (a), where it is less than two months from the day

of concluding the contract for receiving the intermediation of comprehensive credit purchases to the day preceding the day of the first payment, and where, during the period from the day of the first payment to the final day of the period of payment, payment is to be made once every month at regular intervals;

- (ii) where the amount of the payments falls under any of the following:
  - (a) where payments are of the same amount;
  - (b) where payments except for any particular payment are of the same amount and said one different payment is of an amount of not more than 150 percent of that of other equal payments;
  - (c) where the period of payment includes any of June, July, August, December, or January (limited to the cases where the period of payment is less than one year), and any of the payments for the period of payment except for a payment for any of said June, July, August, December, or January (hereinafter referred to as the "Payment for the Specified Month") falls under (a) or (b) and the amount of the Payment for the Specified Month exceeds that of the other payments; or where the period of payment includes any of June, July, or August, and either of December or January, and any of the payments for the period of payment except for a payment for any of said June, July or August, and a payment for either of said December or January (hereinafter referred to as the "Payments for the Specified Two Months") falls under (a) or (b) and the Payments for the Specified Two Months are of the same amount and exceed the amount of the other payments.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30, paragraph (1), item (iii) of the Act shall be as follows:
  - (i) a concrete example of the calculation of the total amount of the payment;
  - (ii) when there is an agreement on the credit line, said amount;
  - (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 37 (1) When a comprehensive credit purchase intermediary delivers a document containing the matters set forth in the items of Article 30, paragraph (2) of the Act, it shall follow the rules specified in the following items:

(i) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights

offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
initial deposit	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases upon the conclusion of the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases
application fee	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases for the purpose of making a reservation for the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
fee for the intermediation of comprehensive credit purchases	the total amount of money that the comprehensive credit purchase intermediary requests the Purchaser, etc. to pay as the fee for the intermediation of comprehensive credit purchases, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses, and the like (when it is clearly stated that any Fee for Registration, etc. shall not be included in the fee for the intermediation of comprehensive credit purchases, the amount that remains after deducting the Fee for Registration, etc.)
annualized rate in real terms	the rate of the fee for the intermediation of comprehensive credit purchases calculated as prescribed in the following paragraph
tender	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to the intermediation of comprehensive credit purchases (including the fee for the intermediation of comprehensive credit purchases)

- (ii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in Article 30, paragraph (2), item (ii) of the Act shall be indicated as the rate of the fee for installment sales calculated as

prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

- (2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30, paragraph (2), item (ii) of the Act shall be the method specified in row (iii) of appended table 1.
- (3) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30, paragraph (2), item (iii) of the Act shall be as follows:
  - (i) a concrete example of the calculation of the amount of a tender;
  - (ii) when there is an agreement on the credit line, said amount;
  - (iii) in addition to what is provided for in the preceding item, when there are any special agreements concerning the use of a card, etc., the details thereof.

Article 38 When a comprehensive credit purchase intermediary advertises, pursuant to the provisions of Article 30, paragraph (3) of the Act, the transaction conditions for the intermediation of comprehensive credit purchases, it shall indicate the relevant matters set forth respectively in the items of paragraph (1), or the items of paragraph (2) of said Article as specified in the following items:

- (i) with regard to the matters set forth in the items of paragraph (1), or the items of paragraph (2) of Article 30 of the Act, the terms listed respectively in the left-hand column of the relevant table of Article 36, paragraph (1), item (i), or Article 37, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said relevant table;
- (ii) where the advertisement is made in writing, letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in paragraph (1), item (ii), or paragraph (2), item (ii) of Article 30 of the Act shall be indicated as the rate of the fee for the intermediation of comprehensive credit purchases calculated as prescribed respectively in Article 36, paragraph (2), or Article 37, paragraph (2), on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(Investigation into the Projected Comprehensive Acceptable Amount)

Article 39 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the main clause of Article 30-2, paragraph (1) of the Act shall be as follows:

- (i) the annual income;
- (ii) the balance of deposits or savings;
- (iii) the payment status with regard to obligations pertaining to the

- intermediation of credit purchases;
- (iv) the loan status;
- (v) in addition to what are listed in the preceding items, any other matters affecting the calculation of the projected comprehensive acceptable amount that can be judged objectively.

Article 40 (1) In cases where a comprehensive credit purchase intermediary investigates the matters listed in the items of the preceding Article, pursuant to the provisions of the main clause of Article 30-2, paragraph (1) of the Act, and when it intends to deliver or grant a card, etc. to a user (limited to a user that is an individual; hereinafter the same shall apply in this Article through to Article 48, Articles 56 to 58, Section 3, and appended table 2), it shall follow the rules specified in the following paragraph to paragraph (6).

(2) An investigation into the matters listed in item (i) of the preceding Article shall be based on a report of annual income by a user (when such report cannot be obtained, based on a presumption of annual income made rationally by information received from the user such as the age of the user or the user's employer); provided, however, that in cases where a comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to any person listed as follows in order for the intermediation of comprehensive credit purchases (limited to cases where prior consent has been obtained in writing or by any other appropriate means from a relative as prescribed in item (ii) when intending to deliver or grant a card, etc. to a person as listed in said item or from the spouse when intending to deliver or grant a card, etc. to a person as listed in item (iii)), it may follow the rules specified in the following items:

- (i) a person who makes a living mainly by depending on the income of their spouse and whose annual income is not more than 1,030,000 yen (hereinafter referred to as a "Dependent Spouse"): making a calculation, based on a report by said Dependent Spouse concerning the annual income of their spouse (when such report by said Dependent Spouse cannot be obtained, based on a presumption of their spouse's annual income made rationally by information received from the Dependent Spouse such as the age of their spouse or their spouse's employer), by totaling the annual income of said Dependent Spouse and that of their spouse;
- (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship (excluding their spouse; hereinafter the same shall apply in this Article, Article 45, and Article 72): making a calculation, based on a report by said relative concerning said relative's own annual income (when such report cannot be obtained, based on a presumption of the relative's annual income made rationally by information such as the age of the relative as of the time of obtaining a report by the

- relative or the relative's place of employment), by totaling the annual income of said person and that of said relative;
- (iii) a person who makes a living from their own income and the income of their spouse (excluding a Dependent Spouse; hereinafter the same shall apply in this Article, Article 45, and Article 72): making a calculation, based on a report by said spouse concerning the spouse's own annual income (when such report cannot be obtained, based on a presumption of the spouse's annual income made rationally by information such as the age of the spouse as of the time of obtaining a report by the spouse or the spouse's place of employment), by totaling the annual income of said person and that of their spouse.
- (3) When it is deemed to be necessary for protecting the interests of a user, an investigation into the matters listed in item (ii) of the preceding Article shall be based on a report of the balance of deposits or savings received from the user; provided, however, that in cases where a comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to any person listed as follows in order for the intermediation of comprehensive credit purchases (limited to cases where prior consent has been obtained in writing or by any other appropriate means from a relative as prescribed in item (ii) when intending to deliver or grant a card, etc. to a person as listed in said item or from the spouse when intending to deliver or grant a card, etc. to a person as listed in item (iii)), it may follow the rules specified in the following items:
- (i) a Dependent Spouse: when it is deemed to be necessary for protecting the interests of said Dependent Spouse, making a calculation, based on a report by said Dependent Spouse concerning their spouse's balance of deposits or savings, by totaling the balance of deposits or savings of said Dependent Spouse and that of their spouse;
- (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship: when it is deemed to be necessary for protecting the interests of said person, making a calculation, based on a report by said relative concerning said relative's own balance of deposits or savings, by totaling the balance of deposits or savings of said person and that of said relative;
- (iii) a person who makes a living from their own income and the income of their spouse: when it is deemed to be necessary for protecting the interests of said person, making a calculation, based on a report by the spouse concerning the spouse's own balance of deposits or savings, by totaling the balance of deposits or savings of said person and that of their spouse.
- (4) An investigation into the matters listed in item (iii) of the preceding Article shall be carried out by confirming a user's payment status with regard to obligations pertaining to the intermediation of credit purchases to said comprehensive credit purchase intermediary; provided, however, that in cases

where a comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to any person listed as follows for the intermediation of comprehensive credit purchases, and when it makes a calculation by totaling the annual income or the balance of deposits or savings of a Dependent Spouse and the annual income or the balance of deposits or savings of their spouse, when it makes a calculation by totaling the annual income or the balance of deposits or savings of a person who makes a living by depending on the income of a relative within the second degree of kinship and the annual income or the balance of deposits or savings of said relative, or when it makes a calculation by totaling the annual income or the balance of deposits or savings of a person who makes a living from their own income and the income of their spouse and the annual income or the balance of deposits or savings of said spouse, pursuant to the provisions of the preceding two paragraphs, the comprehensive credit purchase intermediary shall follow the rules specified in the following items:

- (i) a Dependent Spouse: making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said Dependent Spouse and their spouse which has not yet become due or for which the payment obligations have not been performed, based on a report by said Dependent Spouse concerning their spouse's obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means;
  - (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship: making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said person and said relative which has not yet become due or for which the payment obligations have not been performed, based on a report by said relative concerning said relative's own obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means;
  - (iii) a person who makes a living from their own income and the income of their spouse: making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said person and their spouse which has not yet become due or for which the payment obligations have not been performed, based on a report by said spouse concerning the spouse's own obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means.
- (5) An investigation into the matters listed in item (iv) of the preceding Article shall be carried out by taking into consideration a user's loan status from said

comprehensive credit purchase intermediary and any other loan status of the user.

- (6) An investigation into the matters listed in item (v) of the preceding Article shall be carried out based on a report received from the user concerning said matters or by any other appropriate means.

Article 41 (1) In cases where a comprehensive credit purchase intermediary investigates the matters listed in the items of Article 39, pursuant to the provisions of the main clause of Article 30-2, paragraph (1) of the Act, and intends to deliver or grant a card, etc. to a user for the purpose of renewing the effective period for a card, etc. already delivered or granted to the user for the intermediation of comprehensive credit purchases (the effective period shall mean the period during which goods or rights can be purchased or services can be received by the method of purchase or receipt pertaining to the intermediation of comprehensive credit purchases, which is specified in advance; hereinafter the same shall apply in this Article, Article 43, paragraph (1), item (v), Article 43, paragraph (2) and Article 47-2) (excluding cases where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. associated with a card, etc. already delivered or granted to the user (hereinafter referred to as an "Associated Card, etc.") for the purpose of renewing the effective period for the Associated Card, etc.), the comprehensive credit purchase intermediary shall confirm the matters reported under paragraphs (2) to (4) and paragraph (6) of the preceding Article (when it is deemed that there has been any change to such matters, the matters after the change) and the user's payment status with regard to obligations pertaining to the intermediation of credit purchases to said comprehensive credit purchase intermediary, and shall take into account the user's loan status.

- (2) It shall be sufficient to carry out the investigation set forth in the preceding paragraph once during the period between six months prior to the day on which the comprehensive credit purchase intermediary intends to renew said effective period up to the day of the renewal.

Article 42 In cases where a comprehensive credit purchase intermediary investigates the matters listed in the items of Article 39, pursuant to the provisions of the main clause of Article 30-2, paragraph (1) of the Act, and intends to increase the credit line pertaining to a card, etc. already delivered or granted to a user, the comprehensive credit purchase intermediary shall confirm the matters reported under paragraphs (2) to (4) and paragraph (6) of Article 40 (when it is deemed that there has been any change to such matters, the matters after the change) and the user's payment status with regard to obligations pertaining to the intermediation of credit purchases to said

comprehensive credit purchase intermediary, and shall take into account the user's loan status.

Article 43 (1) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the proviso to Article 30-2, paragraph (1) of the Act shall be the cases listed as follows:

(i) cases where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. with a credit line of not more than 300,000 yen to a user for the intermediation of comprehensive credit purchases, or intends to increase the credit line pertaining to a card, etc. already delivered or granted to a user up to the limit of 300,000 yen (including cases that fall under Article 41 or Article 42 and excluding cases that fall under any of the following):

(a) when it is deemed, by using the specified credit information held by the designated credit information institution, that the user's payment obligations will not be performed as of the time when the comprehensive credit purchase intermediary intends to deliver or grant said card, etc. to the user or intends to increase the credit line pertaining to said card, etc.;

(b) when it is deemed, by using the specified credit information held by the designated credit information institution, that the amount of the user's obligation pertaining to the intermediation of comprehensive credit purchases to said comprehensive credit purchase intermediary exceeds 500,000 yen or the amount of the user's obligation pertaining to the intermediation of comprehensive credit purchases which has not yet become due or for which the payment obligations have not been performed exceeds 1,000,000 yen;

(ii) cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to a card, etc. already delivered or granted to a user temporarily in response to a request from the user, and has confirmed, in advance, the purpose for which the user purchases goods or rights from the seller for the intermediation of comprehensive credit purchases or receives services from the service provider for the intermediation of comprehensive credit purchases upon the presentation of said card, etc. or card details, and the name or any equivalent information of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases, and when falling under any of the following:

(a) cases where the period during which the credit line is temporarily increased is not more three months and the increased credit line does not exceed twice the amount obtained by multiplying the projected comprehensive acceptable amount calculated, based on the information

- obtained through an investigation under the main clause of Article 30-2, paragraph (1) of the Act, by the rate specified by the Minister of Economy, Trade, and Industry set forth in the main clause of Article 30-2-2 of the Act (in cases where an investigation under the main clause of Article 30-2, paragraph (1) of the Act has not been carried out for any justifiable grounds, twice the credit line pertaining to said card, etc. (in cases where the credit line pertaining to said card, etc. has already been increased temporarily in response to the request from the user, the credit line prior to the temporary increase)), and when the increased credit line is deemed to be reasonable in light of said purpose;
- (b) cases where the user is deemed to be likely to earn temporary short-term income, and when the increased credit line is deemed to be reasonable in light of said income;
  - (c) cases where the user purchases goods or rights, which are deemed to be urgently necessary to protect the life or body of the user or any of their relatives who has the same livelihood as the user, from the seller for the intermediation of comprehensive credit purchases, or is provided with services, which are deemed to be urgently necessary to protect the life or body of the user or their relative who has the same livelihood as the user, from the service provider for the intermediation of comprehensive credit purchases, upon the presentation of said card, etc. or card details, and when the increased credit line is deemed to be reasonable in light of said purpose;
  - (iii) cases set forth in Article 41 (including cases set forth in said Article where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. with a credit line of not more than 300,000 yen to a user for the intermediation of comprehensive credit purchases), and when the user's obligation pertaining to the intermediation of comprehensive credit purchases to said comprehensive credit purchase intermediary is less than 50,000 yen;
  - (iv) cases where the comprehensive credit purchase intermediary intends to deliver or grant an Associated Card, etc. to a user within an amount obtained by multiplying the projected comprehensive acceptable amount calculated, based on the information obtained through an investigation under the main clause of Article 30-2, paragraph (1) of the Act, by the rate specified by the Minister of Economy, Trade, and Industry set forth in the main clause of Article 30-2-2 of the Act (in cases where an investigation under the main clause of Article 30-2, paragraph (1) of the Act has not been carried out on any justifiable grounds, within the credit line pertaining to a card, etc. already delivered or granted to the user), or intends to increase the credit line pertaining to said Associated Card, etc.;

- (v) in addition to what are listed in item (i), item (iii), or the preceding item, cases where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to a user in lieu of a card already delivered or granted, during the period from the time when the comprehensive credit purchase intermediary delivered or granted said card, etc. up to the day of the expiration of the effective period for said card, etc. (excluding cases where the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc.).
- (2) A comprehensive credit purchase intermediary shall, in the cases listed in the items of the preceding paragraph, prepare a record on the matters specified in the following items for each user, in accordance with the categories of cases listed in the respective items, in writing or as electromagnetic records, and shall preserve said record up to the day of the expiration of the effective period for a card, etc. (including an Associated Card, etc.) (such effective period shall include the effective period after the renewal in the cases listed in item (i) (excluding cases where the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc.) and shall exclude the effective period after the renewal in the cases listed in item (i) (limited to cases where the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc.), item (ii), item (iii), item (iv), or item (v)), or the last one of the final due dates specified under all the contracts for receiving the intermediation of comprehensive credit purchases (limited to contracts pertaining to said card, etc. (including an Associated Card, etc.)) concluded during said effective period (when all the obligations pertaining to the intermediation of comprehensive credit purchases under these contracts have been extinguished through the payment thereof or on other grounds, the day of the extinguishment), whichever comes later:
- (i) cases listed in item (i) of the preceding paragraph: the following matters:
    - (a) the date of the contract (in cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to a card, etc., the date of the increase of the credit line, and in cases where the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc., the date for the renewal, and the date on which the comprehensive credit purchase intermediary carried out an investigation by using the specified credit information held by the designated credit information institution);
    - (b) the credit line pertaining to a card, etc. already delivered or granted to the user (in cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to a card, etc., the increased credit line);
    - (c) the results of the investigation carried out by using the specified credit

- information held by the designated credit information institution;
- (d) the amount of the obligation pertaining to the intermediation of comprehensive credit purchases to said comprehensive credit purchase intermediary;
- (ii) cases listed in item (ii) of the preceding paragraph: the following matters:
- (a) the day on which a request was made by the user and the date on which the credit line pertaining to a card, etc. was increased;
  - (b) the period for the increase of the credit line;
  - (c) the increased credit line;
  - (d) the purpose for which the user purchases goods or rights from the seller for the intermediation of comprehensive credit purchases or is provided with services by the service provider for the intermediation of comprehensive credit purchases upon the presentation of a card, etc. or card details;
  - (e) the name or any equivalent information of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases that has been confirmed in advance;
  - (f) the name or any equivalent information of the seller for the intermediation of comprehensive credit purchases from which the user has purchased goods or rights or of the service provider for the intermediation of comprehensive credit purchases by which the user is to be provided with services, upon the presentation of a card, etc. or card details, during the period for the increase of the credit line;
  - (g) the temporary short-term income that the user is deemed to be likely to earn (limited to the cases falling under item (ii), (b) of the preceding paragraph);
- (iii) cases listed in item (iii) of the preceding paragraph: the following matters:
- (a) the date on which the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc. already delivered or granted to the user and the date on which the comprehensive credit purchase intermediary investigated the user's obligation pertaining to the intermediation of comprehensive credit purchases to said comprehensive credit purchase intermediary;
  - (b) the credit line pertaining to a card, etc. already delivered or granted to the user;
  - (c) the amount of the obligation pertaining to the intermediation of comprehensive credit purchases to said comprehensive credit purchase intermediary;
- (iv) cases listed in item (iv) of the preceding paragraph: the following matters:
- (a) the date of the contract pertaining to an Associated Card, etc. (in cases

where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to an Associated Card, etc., the date of the increase of the credit line);

(b) the credit line pertaining to an Associated Card, etc. already delivered or granted to the user (in cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to an Associated Card, etc., the increased credit line);

(v) cases listed in item (v) of the preceding paragraph: the date on which the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to the user.

Article 44 The assets specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2, paragraph (2) of the Act shall be a building that a user or Purchaser, etc. (limited to a purchaser who is an individual or a service recipient who is an individual; hereinafter the same shall apply in this Article through to Article 47, Articles 56 to 58, Article 72, Article 73-2, Article 74, paragraph (1), item (iv) and paragraph (2), Articles 89 to 91, Section 3, and appended table 2) owns and uses for their own residential purpose (when they own two or more such buildings, limited to a single building out of those buildings that said user or Purchaser, etc. mainly uses for their own residential purpose; hereinafter referred to as the "Residence" in this Article), land that a user or Purchaser, etc. owns and uses as their Residence, or the superficies right established on said land.

Article 45 (1) The amount specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2, paragraph (2) of the Act (hereinafter referred to as the "Subsistence Cost" in this Article and paragraph (1), item (ii) of the following Article) shall be the amount listed in the right-hand column of appended table 2, in accordance with the category of the total number of users or Purchasers, etc. and persons who have the same livelihood as said users or Purchasers, etc. as listed in the left-hand column of said table (provided, however, that when the comprehensive credit purchase intermediary does not total the annual income as prescribed in Article 40, paragraph (2), item (i) or item (ii), or Article 72, paragraph (2), item (i) or item (ii), when carrying out an investigation under the main clause of Article 30-2, paragraph (1) or the main clause of Article 35-3-3, paragraph (1) of the Act in order to calculate the projected comprehensive acceptable amount or the projected individual acceptable amount of said users or Purchasers, etc., the total number shall be one), and in accordance with the category of the cases listed in the middle column of said table.

(2) Notwithstanding the provisions of the preceding paragraph, the Subsistence

Cost in the following cases may be as specified respectively in the following items:

- (i) cases where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to a person who makes a living by depending on the income of a relative within the second degree of kinship and lives with said relative, or intends to increase the credit line pertaining to a card, etc. already delivered or granted to said person, and when the comprehensive credit purchase intermediary does not total annual income as prescribed in Article 40, paragraph (2), item (ii), when carrying out an investigation under the main clause of Article 30-2, paragraph (1) of the Act in order to calculate the projected comprehensive acceptable amount of said person: it shall be deemed that there is no Subsistence Cost;
- (ii) cases where the comprehensive credit purchase intermediary intends to deliver or grant a card, etc. to a person who makes a living from their own income and the income of their spouse, or intends to increase the credit line pertaining to a card, etc. already delivered or granted to said person, and when the comprehensive credit purchase intermediary does not total the annual income as prescribed in Article 40, paragraph (2), item (iii), when carrying out an investigation under the main clause of Article 30-2, paragraph (1) of the Act in order to calculate the projected comprehensive acceptable amount of said person: the Subsistence Cost shall be the amount obtained by dividing the Subsistence Cost of said person under the preceding paragraph proportionally in accordance with said person's annual income and the spouse's annual income reported by the spouse (when such report cannot be obtained, the spouse's annual income presumed rationally by information such as the age of the spouse as of the time of obtaining a report by the spouse or the spouse's place of employment; the same shall apply in item (v)) (when a report by the spouse concerning the spouse's own annual income cannot be obtained, and said annual income cannot be presumed rationally, the amount equivalent to 50 percent of the Subsistence Cost of said person under the preceding paragraph; the same shall apply in item (v));
- (iii) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with a Dependent Spouse who lives with their spouse, intending to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights (excluding those that are deemed to be necessary for everyday life; the same shall apply in paragraph (2), item (i), (b), paragraph (3), item (i), (b), and paragraph (4), item (i), (b) of Article 72) by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services (excluding those that are deemed to be necessary

- for everyday life; the same shall apply in paragraph (2), item (i), (b), paragraph (3), item (i), (b), and paragraph (4), item (i), (b) of said Article) by the method of provision pertaining to the intermediation of individual credit purchases, and when the individual credit purchase intermediary does not total the annual income as prescribed in Article 72, paragraph (2), item (i) (limited to the part pertaining to (b) of said item), when carrying out an investigation under the main clause of Article 35-3-3, paragraph (1) of the Act in order to calculate the projected individual acceptable amount of said Dependent Spouse: it shall be deemed that there is no Subsistence Cost;
- (iv) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with a person who makes a living by depending on the income of a relative within the second degree of kinship and lives with said relative, and when the individual credit purchase intermediary does not total the annual income as prescribed in Article 72, paragraph (2), item (ii), when carrying out an investigation under the main clause of Article 35-3-3, paragraph (1) of the Act in order to calculate the projected individual acceptable amount of said person: it shall be deemed that there is no Subsistence Cost;
- (v) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with a person who makes a living from their own income and the income of their spouse, and when the individual credit purchase intermediary does not total the annual income as prescribed in Article 72, paragraph (2), item (iii), when carrying out an investigation under the main clause of Article 35-3-3, paragraph (1) of the Act in order to calculate the projected individual acceptable amount of said person: the Subsistence Cost shall be the amount obtained by dividing the Subsistence Cost of said person under the preceding paragraph proportionally in accordance with the annual income of said person and the spouse's annual income reported by the spouse.
- (3) Notwithstanding the provisions of the preceding two paragraphs, the Subsistence Cost of a user or a Purchaser, etc. in cases where a comprehensive credit purchase intermediary or an individual credit purchase intermediary confirms the residential area of the user or the Purchaser, etc. may be the amount obtained by multiplying the Subsistence Cost of the user or the Purchaser, etc. under paragraph (1) or the preceding paragraph by the rate specified in the following items, in accordance with the category of residential areas of the user or the Purchaser, etc. listed in said relevant items (meaning the category of residential areas specified in appended table 3; the same shall apply in the following Article):
- (i) category 1: 90 percent;
- (ii) category 2: 85 percent.

Article 46 (1) In cases where there has been any reorganization of the municipalities listed in appended table 3 (including special wards; hereinafter the same shall apply in this Article and appended table 3), the category of residential areas of a user or a Purchaser, etc. residing in areas listed in the following items shall be specified by the municipality specified in said relevant items:

(i) in cases where the whole or a part of a municipality has been incorporated into another municipality as a result of reorganization, the area in said municipality after the reorganization: said municipality;

(ii) in cases where a new municipality has been established as a result of reorganization, the area in said municipality after the reorganization: the municipality to which said area belonged prior to the reorganization (when there are two or more such municipalities, the municipality where the Subsistence Cost of the user or the Purchaser, etc. is the highest).

(2) In cases where there have been any changes to the border of the municipalities listed in appended table 3, the category of residential areas of a user or a Purchaser, etc. residing in areas pertaining to said border changes shall be specified by the municipality to which said area has come to belong as a result of said border changes.

Article 47 The information specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2, paragraph (3) of the Act shall be basic specified credit information (excluding the payment status with regard to obligations pertaining to the intermediation of credit purchases) and any other information concerning the ability to pay of a user or a Purchaser, etc. pertaining to the intermediation of credit purchases.

Article 47-2 A comprehensive credit purchase intermediary shall, pursuant to the provisions of Article 30-2, paragraph (4) of the Act, prepare a record on the matters specified in the following items for each user, in accordance with the categories of cases listed in the respective items, by means of documents or electromagnetic records, and shall preserve said record up to the day of the expiration of the effective period for a card, etc. (including the effective period after the renewal in the cases listed in item (i) and excluding the effective period after the renewal in the cases listed in item (ii)), or the last one of the final due dates specified under all the contracts for receiving the intermediation of comprehensive credit purchases (limited to contracts pertaining to said card, etc.) concluded during said effective period (when all the obligations pertaining to the intermediation of comprehensive credit purchases under those contracts have been extinguished through the payment

thereof or on other grounds, the day of the extinguishment), whichever comes later:

- (i) cases where the comprehensive credit purchase intermediary carries out an investigation pursuant to the provisions of Article 40 or Article 42, or cases set forth in Article 42: the following matters:
  - (a) the date of the contract (in cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to a card, etc., the date of the increase of the credit line);
  - (b) the credit line pertaining to a card, etc. already delivered or granted to the user (in cases where the comprehensive credit purchase intermediary intends to increase the credit line pertaining to a card, etc., the increased credit line);
  - (c) the results of the investigation under the main clause of Article 30-2, paragraph (1) of the Act (including the results of the investigation carried out by using the specified credit information held by the designated credit information institution, pursuant to the provisions of Article 30-2, paragraph (3) of the Act);
  - (d) when consent has been obtained concerning the part other than those listed in the items of Article 40, paragraph (2) or the part other than those listed in the items of paragraph (3), the matters concerning said consent;
  - (e) any other documents used for the investigation under the main clause of Article 30-2, paragraph (1) of the Act or a copy thereof;
- (ii) cases where the comprehensive credit purchase intermediary carries out an investigation pursuant to the provisions of Article 41: the following matters:
  - (a) the date on which the comprehensive credit purchase intermediary intends to renew the effective period for a card, etc. already delivered or granted to the user and the date on which the comprehensive credit purchase intermediary carried out the investigation under the main clause of Article 30-2, paragraph (1) of the Act;
  - (b) the credit line pertaining to a card, etc. already delivered or granted to the user;
  - (c) the results of the investigation under the main clause of Article 30-2, paragraph (1) of the Act (including the results of the investigation carried out by using the specified credit information held by the designated credit information institution, pursuant to the provisions of Article 30-2, paragraph (3) of the Act);
  - (d) when consent has been obtained concerning the part other than those listed in the items of Article 40, paragraph (2) or the part other than those listed in the items of paragraph (3), the matters concerning said consent;
  - (e) any other documents used for the investigation under the main clause of Article 30-2, paragraph (1) of the Act or a copy thereof.

(Cases Causing No Hindrances with the Protection of Users Pertaining to the Prohibition of Delivery, etc. of a Card, etc. in Cases Exceeding the Projected Comprehensive Acceptable Amount)

Article 48 The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the proviso to Article 30-2-2 of the Act shall be the cases listed in the items of Article 43, paragraph (1).

(Delivery of Documents, etc.)

Article 49 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2-3, paragraph (1), item (iii) of the Act shall be as follows:

- (i) the name and address or telephone number of the comprehensive credit purchase intermediary, and name of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases;
- (ii) the date of the contract;
- (iii) the number of payments;
- (iv) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the contract for receiving the intermediation of comprehensive credit purchases;
- (v) the matters concerning any defense against the comprehensive credit purchase intermediary;
- (vi) when there is an agreement on the cancellation of the contract for receiving the intermediation of comprehensive credit purchases, the details thereof;
- (vii) when there is an agreement on the demand for the payments that have not yet become due, the details thereof;
- (viii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of comprehensive credit purchases has been cancelled), the details thereof;
- (ix) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof.

Article 50 When a comprehensive credit purchase intermediary delivers a document containing the matters listed in the items of Article 30-2-3, paragraph (1) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 36, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the

right-hand column of said table;

(ii) it shall be provided that with regard to the matters listed in item (v) of the preceding Article, the grounds arising regarding the details thereof for the seller for the intermediation of comprehensive credit purchases that has sold goods or designated rights or for the service provider for the intermediation of comprehensive credit purchases that is to provide services may be asserted against the comprehensive credit purchase intermediary that demands the payments;

(iii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in items (vi) to (ix) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the cancellation of the contract receiving the intermediation of comprehensive credit purchases	(a) it is not provided that the Purchaser, etc. cannot cancel the contract  (b) it is provided that the cancellation of the contract due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the comprehensive credit purchase intermediary, and the comprehensive credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period (c) an agreement on the amount of damages, etc. in cases where the contract has been cancelled due to a cause imputable to the Purchaser, etc. complies with the provisions of Article 30-3, paragraph (1) of the Act (d) with regard to the obligation of the comprehensive credit purchase intermediary in cases where the contract has been cancelled due to a cause imputable to the comprehensive credit purchase intermediary, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code

(ii) matters concerning the demand for the payments that have not yet become due	(a) it is provided that the payments that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time as specified by the comprehensive credit purchase intermediary, and the comprehensive credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period (b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payments that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments
(iii) matters concerning the amount of damages or a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of comprehensive credit purchases has been cancelled)	an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of comprehensive credit purchases has been cancelled) complies with the provisions of Article 30-3, paragraph (2) of the Act
(iv) special agreements other than those listed in items (vi) to (viii) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(iv) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 51 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2-3, paragraph (2), item (iii) of the Act shall be as follows:

(i) the name and address or telephone number of the comprehensive credit purchase intermediary, and name of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases;

- (ii) the date of the contract;
- (iii) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the contract for receiving the intermediation of comprehensive credit purchases;
- (iv) the matters concerning any defense against the comprehensive credit purchase intermediary;
- (v) when there is an agreement on the cancellation of the contract for receiving the intermediation of comprehensive credit purchases, the details thereof;
- (vi) when there is an agreement on the demand for the payments that have not yet become due, the details thereof;
- (vii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to pay tenders (excluding cases where the contract for receiving the intermediation of comprehensive credit purchases has been cancelled), the details thereof;
- (viii) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof.

Article 52 When a comprehensive credit purchase intermediary delivers a document containing the matters set forth in the items of Article 30-2-3, paragraph (2) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 37, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) it shall be provided that with regard to the matters listed in item (iv) of the preceding Article, the grounds arising regarding the details thereof for the seller for the intermediation of comprehensive credit purchases that has sold goods or designated rights or for the service provider for the intermediation of comprehensive credit purchases that is to provide services may be asserted against the comprehensive credit purchase intermediary that demands the payment of the tenders.
- (iii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in item (v), item (vi), and item (viii) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the cancellation of the contract receiving the intermediation of comprehensive credit purchases	(a) it is not provided that the Purchaser, etc. cannot cancel the contract

	<p>(b) it is provided that the cancellation of the contract due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the comprehensive credit purchase intermediary, and the comprehensive credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period</p> <p>(c) with regard to the obligation of the comprehensive credit purchase intermediary in cases where the contract has been cancelled due to a cause imputable to the comprehensive credit purchase intermediary, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code</p>
(ii) matters concerning the demand for the payment of tenders that have not yet become due	<p>(a) it is provided that the tenders that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time as specified by the comprehensive credit purchase intermediary, and the comprehensive credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period</p> <p>(b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payment of tenders that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments</p>
(iii) special agreements other than those listed in items (v) to (vii) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(iv) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 53 When a comprehensive credit purchase intermediary delivers a document containing the matters set forth in the items of Article 30-2-3,

paragraph (3) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 37, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the grounds for the calculation of tenders, the amount of the unpaid portion of obligations other than delay damages and the fee for intermediation of comprehensive credit purchases, the breakdown of tenders, and other matters necessary for calculating tenders shall be indicated;
- (iii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 54 (1) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 30-2-3, paragraph (4), item (iv) of the Act shall be as follows; provided, however, that in cases where a comprehensive credit purchase intermediary has concluded a service contract for the intermediation of comprehensive credit purchases under which the price in cash for the provision of services pertaining to said contract (excluding the designated services prescribed in Article 2, paragraph (5) of the Act) is less than 10,000 yen or a service contract for the intermediation of comprehensive credit purchases to provide services that are usually performed in full immediately when a service recipient presents a card, etc. or card details, or in exchange therefor (excluding the designated services prescribed in Article 2, paragraph (5) of the Act; the same shall apply in the following paragraph), the matters listed in item (iv), item (v), item (viii), item (ix), and item (xi) (excluding the matters listed in said items when said service recipient has demanded the issuance of a document containing said matters) may be omitted; and in cases where a comprehensive credit purchase intermediary has concluded a sales contract for the intermediation of comprehensive credit purchases to which two or more types of goods pertain, the matters listed in items (iii) to (v) may be omitted (such matters that may be omitted shall be limited to those pertaining to the types of goods whose selling price in cash is less than 3,000 yen (excluding a type of goods whose selling price in cash is the highest of all the goods pertaining to said contract)):

- (i) the name and address or telephone number of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases;
- (ii) the date of the contract;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, unit type, or model of the goods (in the case of rights or services, the type of said rights or said services);

- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
  - (vi) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases;
  - (vii) when the provision of services is one of the conditions for the sale of goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
  - (viii) when the sale of goods is one of the conditions for the sale of designated rights or the provision of services, the details of said goods, the delivery time, and any other matters concerning said goods;
  - (ix) when the sale of rights is one of the conditions for the sale of goods or the provision of services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
  - (x) when there is an agreement on liability in cases where the goods have any hidden defect, the details thereof;
  - (xi) when there are any other special agreements in addition to those listed in the preceding items, the details thereof;
  - (xii) when the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases is a personal multilevel marketing contract or a personal business opportunity related sales contract, to that effect.
- (2) In cases where a Purchaser, etc. purchases goods or designated rights or receives services by presenting a card, etc. or card details to a machine, or in exchange therefor, without meeting face to face with a seller for the intermediation of comprehensive credit purchases or a service provider for the intermediation of comprehensive credit purchases nor receiving the solicitation therefrom, and where a contract falling under any of the following has been concluded, the matters listed in the items of the preceding paragraph may be omitted, notwithstanding the provisions of said paragraph:
- (i) a sales contract for the intermediation of comprehensive credit purchases to sell goods or designated rights that are usually delivered or transferred immediately when the purchaser purchases goods or designated rights by presenting a card, etc. or card details, or in exchange therefor;
  - (ii) a service contract for the intermediation of comprehensive credit purchases to provide services that are usually performed in full immediately when the service recipient is provided with services by presenting a card, etc. or card details, or in exchange therefor.

Article 55 When a comprehensive credit purchase intermediary delivers a

document containing the matters set forth in the items of Article 30-2-3, paragraph (4) of the Act, pursuant to the provisions of said paragraph, it shall follow the rules specified in the following items:

- (i) with regard to the sales of goods or rights or the provision of services pertaining to the intermediation of comprehensive credit purchases, the terms listed in the left-hand column of the relevant table of Article 36, paragraph (1), item (i) or Article 37, paragraph (1), item (i) shall be used, with the meanings as defined respectively in the right-hand column of said relevant table;
- (ii) with regard to the matters listed in Article 30-2-3, paragraph (4), item (iii) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases;
  - (b) it is provided that if the details of the contract presented by the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;
  - (c) with regard to the obligation of the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases in cases where the Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases has been cancelled due to a cause imputable to the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (iii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in item (x) and item (xi) of paragraph (1) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
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(i) matters concerning liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act and where such defect is generally caused by such usage), the seller for the intermediation of comprehensive credit purchases assumes no liability for said defect
(ii) special agreements other than those listed in item (x) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(iv) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Measures Concerning Operation of Business)

Article 56 When a comprehensive credit purchase intermediary entrusts the safety management of information on users or Purchasers, etc. that it handles, the supervision of workers, and the handling of said information, pursuant to the provisions of Article 30-5-2 of the Act, it shall take necessary and appropriate measures for supervising the entrusted person so as to prevent the leakage or loss of or damage to said information.

Article 57 A comprehensive credit purchase intermediary shall take measures for ensuring that it shall not use any information concerning the ability to pay of users or Purchasers, etc. that it has received, pursuant to the provisions of Article 30-5-2 of the Act, from a person engaging in the business of specified credit information services, etc., for any other purposes than for the investigation into the ability to pay.

Article 58 A comprehensive credit purchase intermediary shall take measures for ensuring that it shall not use any information on users or Purchasers, etc. concerning their race, creed, family origin, domicile of origin, health and medical care, or criminal background, or any other special private information (meaning unpublished information that the comprehensive credit purchase intermediary comes to know in the course of business; the same shall apply in Article 91) that it handles pursuant to the provisions of Article 30-5-2 of the Act, for any other purposes than for ensuring the proper operation of the business and other purposes that are deemed to be necessary.

Article 59 When a comprehensive credit purchase intermediary entrusts the business of the intermediation of comprehensive credit purchases to a third party, pursuant to the provisions of Article 30-5-2 of the Act, it shall take the following measures, in accordance with the contents of said business:

- (i) measures for entrusting the business to a person that has the ability to perform it properly;
- (ii) measures for carrying out necessary and appropriate supervision over the person that has been entrusted with said business (hereinafter referred to as the "Entrusted Person" in this Article and Article 92), such as through inspecting whether or not the Entrusted Person is performing said business properly by confirming, regularly or as necessary, the status of the Entrusted Person's performance of said business, and through having said person make the required improvements;
- (iii) measures necessary for appropriately and promptly processing complaints from users or Purchasers, etc. pertaining to said business performed by the Entrusted Person;
- (iv) measures for preventing any hindrance to the protection of the interests of users or Purchasers, etc. pertaining to said business, such as through entrusting said business to another third party promptly in the event that the Entrusted Person cannot perform said business properly;
- (v) measures for taking necessary measures such as changing or canceling the contract for the entrustment of said business, in cases where the Entrusted Person does not perform said business properly and it is necessary for protecting the interests of users or Purchasers, etc. pertaining to said business.

Article 60 When a comprehensive credit purchase intermediary takes measures necessary for processing complaints from users or Purchasers, etc. (including the assertion under Article 35-3-19, paragraph (1) of the Act; hereinafter the same shall apply in this Article) properly and promptly, pursuant to the provisions of Article 30-5-2 of the Act, it shall follow the rules specified in the following items:

- (i) when receiving complaints from users or Purchasers, etc., the comprehensive credit purchase intermediary shall search for the causes of the matters pertaining to said complaints without delay;
- (ii) when deeming that the causes of the matters pertaining to the complaints set forth in the preceding item relate to any of the following, in light of the information obtained through the search for the causes of the complaints set forth in said item, the comprehensive credit purchase intermediary shall investigate matters necessary for processing said complaints, in accordance with the details of the complaints:

- (a) that the seller for the intermediation of comprehensive credit purchases (meaning the seller for the intermediation of comprehensive credit purchases as prescribed in Article 30-2-3, paragraph (4) of the Act other than a seller that has concluded a contract for the brokerage of advance payment for the intermediation of comprehensive credit purchases with a brokerage agency of advance payment for the intermediation of comprehensive credit purchases; the same shall apply in (a) of the following item) or the service provider for the intermediation of comprehensive credit purchases (meaning the service provider for the intermediation of comprehensive credit purchases as prescribed in said paragraph other than a service provider that has concluded a contract for the brokerage of advance payment for the intermediation of comprehensive credit purchases with a brokerage agency of advance payment for the intermediation of comprehensive credit purchases; the same shall apply in (a) of the following item) has conducted an act falling under any of the items of Article 35-3-7 of the Act, upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Comprehensive Credit Purchases;
- (b) that the comprehensive credit purchase intermediary has conducted any acts which fall short of protecting the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases;
- (iii) when falling under any of the following, in light of the information obtained through the search for the causes of the complaints under item (i) or the confirmation of information held by a certified installment sales association or by any other means, the comprehensive credit purchase intermediary shall investigate matters necessary for processing said complaints, in accordance with the details of the complaints:
  - (a) when in light of how complaints have been filed by users or Purchasers, etc. concerning acts which fall short of protecting the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases conducted by the seller for the intermediation of comprehensive credit purchases or the service provider for the intermediation of comprehensive credit purchases (excluding complaints the causes of which are as prescribed in (a) of the preceding item; hereinafter the same shall apply in this subitem) and how complaints have been filed by users or Purchasers, etc. concerning acts which fall short of protecting the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases conducted by a seller or a service provider that has concluded a contract for the intermediation of comprehensive credit

purchases with said comprehensive credit purchase intermediary (excluding said seller for the intermediation of comprehensive credit purchases or said service provider for the intermediation of comprehensive credit purchases; hereinafter referred to as the "Other Seller, etc. for the Intermediation of Comprehensive Credit Purchases" in this item), it is deemed that said seller for the intermediation of comprehensive credit purchases or said service provider for the intermediation of comprehensive credit purchases lacks in protection of the interests of users or Purchasers, etc. compared with said Other Seller, etc. for the Intermediation of Comprehensive Credit Purchases;

(b) when in light of how complaints have been filed by users or Purchasers, etc. concerning acts which fall short of protecting the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases conducted by the seller for the intermediation of comprehensive credit purchases (limited to the seller that has concluded a contract for the brokerage of advance payment for the intermediation of comprehensive credit purchases with a brokerage agency of advance payment for the intermediation of comprehensive credit purchases) or the service provider for the intermediation of comprehensive credit purchases (limited to the service provider that has concluded a contract for the brokerage of advance payment for the intermediation of comprehensive credit purchases with a brokerage agency of advance payment for the intermediation of comprehensive credit purchases), it is deemed that said seller for the intermediation of comprehensive credit purchases or said service provider for the intermediation of comprehensive credit purchases lacks in protection of the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases;

(iv) in cases where it is necessary, based on the results of the investigation under the preceding two items, to make improvements to the business pertaining to the intermediation of comprehensive credit purchases, the comprehensive credit purchase intermediary shall take required measures.

(Means of Using Information and Communications Technology)

Article 61 (1) The means specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 4-2 of the Act as applied mutatis mutandis pursuant to Article 30-6 of the Act shall be the following:

(i) means of using an electronic data processing system listed in (a) or (b):

(a) means of sending a document through a telecommunication line connecting the computer used by the comprehensive credit purchase intermediary, the seller for the intermediation of comprehensive credit

purchases, or the service provider for the intermediation of comprehensive credit purchases and the computer used by the user or the Purchaser, etc., and recording it in a file on the computer used by the recipient;

- (b) means of providing the user or Purchaser, etc. with the matters to be indicated in a document which are recorded in a file on the computer used by the comprehensive credit purchase intermediary, the seller for the intermediation of comprehensive credit purchases, or the service provider for the intermediation of comprehensive credit purchases, for inspection through a telecommunication line, and recording said matters in a file on the computer used by said user or Purchaser, etc. (in the case of consenting or refusing to accept the provision of matters through the means prescribed in the first sentence of Article 4-2 of the Act as applied mutatis mutandis pursuant to Article 30-6 of the Act, means of recording to that effect in a file on the computer used by the comprehensive credit purchase intermediary, the seller for the intermediation of comprehensive credit purchases, or the service provider for the intermediation of comprehensive credit purchases);
- (ii) means of delivering a file, prepared in the form of a magnetic disk, CD-ROM, or any other equivalent means that may reliably store certain matters, which contains the matters to be indicated in a document.
- (2) The means listed in the preceding paragraph shall be the one that allows the user or the Purchaser, etc. to prepare a document by outputting the contents recorded in the file.
- (3) The "electronic data processing system" set forth in paragraph (1), item (i) shall mean the electronic data processing system that connects the computer used by the comprehensive credit purchase intermediary, the seller for the intermediation of comprehensive credit purchases, or the service provider for the intermediation of comprehensive credit purchases and the computer used by the user or the Purchaser, etc. through a telecommunication line.

Article 62 The type and details of the means to be indicated pursuant to the provisions of Article 2 of the Order as applied mutatis mutandis pursuant to Article 23 of the Order shall be the following matters:

- (i) the means prescribed in paragraph (1) of the preceding Article that is used by the comprehensive credit purchase intermediary, the seller for the intermediation of comprehensive credit purchases, or the service provider for the intermediation of comprehensive credit purchases;
- (ii) the method of recording in the file.

### **Subsection 2 Registration, etc. of Comprehensive Credit Purchase Intermediaries**

(Application for Registration)

Article 63 (1) A written application as set forth in Article 32, paragraph (1) of the Act shall be prepared in accordance with Form 14.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 32, paragraph (2) of the Act shall be as follows:

- (i) the record on the property prepared in accordance with Form 2 as of a certain day within one month prior to the day of submitting the written application for registration, and the balance sheet (including related notes; the same shall apply in the main clause of Article 99, paragraph (2), item (i)) and profit and loss statements (including related notes; the same shall apply in said item), and statements of changes in net assets (including related notes; the same shall apply in said item) for the business year immediately prior to the day of submitting the written application for registration, or any alternative documents; provided, however, that with regard to a corporation that has been established in the business year containing the day of filing the application for registration, the balance sheet (including related notes; the same shall apply in the proviso to Article 99, paragraph (2), item (i)) that is to be prepared upon the establishment of said corporation pursuant to the provisions of Article 435, paragraph (1) or Article 617, paragraph (1) of the Companies Act, or any alternative documents;
- (ii) in cases where there are any additional businesses, the documents stating the types and an outline thereof;
- (iii) curricula vitae of officers (meaning officers as prescribed in Article 32, paragraph (1), item (iv) of the Act; the same shall apply in Article 67, paragraph (2), item (ii), Article 99, paragraph (2), item (iii), and Article 102, paragraph (2), item (ii)) (when an officer is a corporation, the documents stating the history of said officer; the same shall apply in Article 67, paragraph (2), item (ii), Article 99, paragraph (2), item (iii), and Article 102, paragraph (2), item (ii));
- (iv) the list of names of shareholders or members, and the list of names of shareholders or members of the parent company (meaning a parent company as prescribed in Article 2, item (iv) of the Companies Act; the same shall apply hereinafter), or any alternative documents;
- (v) a document stating the trade names or names of participating designated credit information institutions;
- (vi) a document stating the trade names or names of persons that have concluded a specified credit information service contract and that perform the business of specified credit information services, etc. (excluding participating designated credit information institutions; the same shall apply in Article 99, paragraph (2), item (vi));

- (vii) the internal rules, etc. concerning the business pertaining to the intermediation of comprehensive credit purchases (meaning rules that are to be followed by the comprehensive credit purchase intermediary or its officers (meaning members, directors, or executive officers that execute the business or any equivalent persons; the same shall apply in paragraph (1), item (iv) of the following Article, Article 65, item (iii), Article 99, paragraph (2), item (vii), and Article 100, item (iii)), workers, and other employees, and other equivalent rules prepared by the comprehensive credit purchase intermediary; the same shall apply in Article 66);
  - (viii) an organization chart concerning the business pertaining to the intermediation of comprehensive credit purchases;
  - (ix) a document to pledge that the person does not fall under any of the provisions of Article 33-2, paragraph (1), items (iv) to (x) of the Act.
- (3) The provisions of Article 12, paragraph (3) shall apply mutatis mutandis to the electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 32, paragraph (3) of the Act.

(A Person Having the Same or Greater Influence as Directors, etc.)

Article 64 (1) The person specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 32, paragraph (1), item (iv) of the Act shall be a person that falls under any of the following items:

- (i) an individual that holds shares or capital contributions (hereinafter referred to as "Shares, etc." in this Article) pertaining to 25 percent or more of the voting rights of all the shareholders, etc. of said corporation (meaning the voting rights of all shareholders, all members, or all contributors (with regard to a stock company, excluding the voting rights pertaining to the shares which cannot be exercised for all matters that are subject to a resolution at a general meeting of shareholders and including the voting rights pertaining to the shares for which the shareholder is deemed to have voting rights pursuant to the provisions of Article 879, paragraph (3) of the Companies Act); hereinafter the same shall apply in this Article) under their own name or the name of another person (including a temporary establisher; the same shall apply in the following item);
- (ii) an individual that holds Shares, etc. pertaining to 50 percent or more of the voting rights of all the shareholders, etc. of the parent company of said corporation under their own name or the name of another person;
- (iii) a member executing the business of said corporation or in cases where a person equivalent thereto is a corporation, a person that is to perform such duties;
- (iv) an officer of said corporation or in cases where any person listed in the preceding three items is a minor, the statutory agent thereof.

(2) In cases set forth in item (i) or item (ii) of the preceding paragraph, the voting rights held by persons listed in these provisions shall include the voting rights pertaining to Shares, etc. that cannot be asserted against the issuer pursuant to the provisions of Article 147, paragraph (1) or Article 148, paragraph (1) of the Act on Book-Entry Transfer of Bonds, Shares, etc. (including cases where these provisions are applied mutatis mutandis pursuant to Article 228, paragraph (1), Article 235, paragraph (1), Article 239, paragraph (1), and Article 276 (limited to the part pertaining to item (ii) of said Article) of said Act).

(A Juridical Person Deemed to be Likely to Conduct Illegal Acts, etc.)

Article 65 The corporation specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 33-2, paragraph (1), item (ix) of the Act shall be that which falls under any of the following items:

- (i) a corporation which has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act during the period from the day on which a notice was given, pursuant to the provisions of Article 15 of the Administrative Procedure Act (Act No. 88 of 1993), pertaining to a disposition of rescission of registration on the grounds that the corporation falls under any of the items of paragraph (1) or the items of paragraph (2) of Article 34-2 of the Act to the day on which said disposition is made or it is determined not to make said disposition (such corporation shall exclude a corporation that has reasonable grounds for the abolition of its business of the intermediation of comprehensive credit purchases; hereinafter the same shall apply in this Article), and for which five years have not passed from the day of making said notification;
- (ii) a person that used to be a member executing the business or any equivalent person of a corporation that has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act during the period set forth in the preceding item, and that was in said position during the period from the day 30 days prior to the day on which a notice as set forth in the preceding item was given up to the day of abolishing said corporation (such person shall be limited to a corporation), and for which five years have not passed from the day of making said notification;
- (iii) a corporation which has, as one of its officers, a person that used to be an officer of a corporation that has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act during the period set forth in item (i), and that was in said position during the period from the day 30 days prior to the day on which a notice as set forth in item (i) was given up to the day of abolishing said

corporation, and for which five years have not passed from the day of making said notification.

(Systems Necessary for Securing Fair and Proper Performance of the Intermediation of Comprehensive Credit Purchases)

Article 66 (1) The systems specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 33-2, paragraph (1), item (x) of the Act shall be as follows:

- (i) a system necessary for securing the smooth implementation of an investigation as prescribed in the main clause of Article 30-2, paragraph (1) of the Act, measures prescribed in Article 35-16, paragraph (1) and paragraph (4) of the Act, and other measures specified in the Act;
  - (ii) a system necessary for appropriately and promptly processing complaints from users or Purchasers, etc.;
  - (iii) sufficient internal rules, etc. shall be established so as to secure the fair and proper performance of the intermediation of comprehensive credit purchases;
  - (iv) a system necessary for complying with the provisions of the Act, orders based on the provisions of the Act, or internal rules, etc.;
- (2) The internal rules, etc. set forth in item (iii) of the preceding paragraph shall include provisions that clarify allocation of responsibility concerning the operation of the intermediation of comprehensive credit purchases.

(Application for Registration of Change)

Article 67 (1) A written application as set forth in Article 33-3, paragraph (1) of the Act shall be prepared in accordance with Form 15.

- (2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 32, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 33-3, paragraph (2) of the Act shall be as follows:
- (i) a document certifying the matters pertaining to the change;
  - (ii) when the change pertains to an officer that has newly taken office, the curriculum vitae of said officer, and a document listed in Article 63, paragraph (2), item (ix) (limited to a document pertaining to Article 33-2, paragraph (1), item (vi) of the Act).

(Provisions to be Applied Mutatis Mutandis)

Article 68 The provisions of Articles 14 to 16, Article 25, and Article 26 shall apply mutatis mutandis to the case of engaging in the intermediation of comprehensive credit purchases in the course of trade. In this case, the term "Article 16, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2) and Article 22, paragraph (3) of

the Act)" in Article 14 shall be deemed to be replaced with "Article 35-3 of the Act, and Article 16, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 18, paragraph (2) and Article 22, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act"; the term "Article 17, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 18-3, paragraph (5), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act)" in Article 15 and Article 16, paragraph (1) shall be deemed to be replaced with "Article 35-3 of the Act, and Article 17, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act"; the term "Article 24 of the Act (including cases where applied mutatis mutandis pursuant to Article 26 of the Act)" in Article 25 shall be deemed to be replaced with "Article 24 of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act"; and the term "Article 26, paragraph (1) of the Act" in Article 26 shall be deemed to be replaced with "Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3 of the Act."

**Section 2 Intermediation of Individual Credit Purchases**  
**Subsection 1 Business**

(Indication of the Conditions for the Intermediation of Individual Credit Purchases)

Article 69 (1) The matters set forth in the items of Article 35-3-2, paragraph (1) of the Act shall be indicated as specified in the following items; provided, however, that the matters set forth in item (iv) of said paragraph may be omitted in cases where the interval of making the payments is other than those specified in Article 36, paragraph (2), item (i) and the amount of the payments is other than those specified in item (ii) of said paragraph as requested by a Purchaser, etc., or where the fee for the intermediation of individual credit purchases is less than 2,500 yen. In this case, the term "a contract for receiving the intermediation of comprehensive credit purchases" in said paragraph shall be deemed to be replaced with "a contract for receiving the intermediation of individual credit purchases":

(i) the matters shall be displayed by readily visible means at a Business Office, etc. or in writing;

(ii) the terms listed in the left-hand column of the following table shall be used, with the meanings as defined respectively in the right-hand column of said table:

Term	Definition
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Selling price in cash	the price in the case of receiving the full amount of the charge for the goods or rights upon the delivery of goods or the transfer of rights
offering price in cash	the price in the case of receiving the full amount of the value of the services upon the conclusion of the contract to offer services
price in cash	the price in the case of receiving the full amount of the charge for the goods or rights or the value of the services upon the delivery of goods or the transfer of rights or upon the conclusion of the contract to offer services
total amount of the payment	the sum of the selling price in cash of the goods or rights purchased or the offering price in cash of the services to be received plus fees for the intermediation of individual credit purchases
initial deposit	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases upon the conclusion of the sales contract for the intermediation of individual credit purchases or a service contract for the intermediation of individual credit purchases (hereinafter referred to as the "Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases")
application fee	the amount of money that the Purchaser, etc. pays to the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases for the purpose of making a reservation for the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases and which is to be allocated for the initial deposit when the contract is concluded or to be returned when the contract is not concluded
Period of payment	the period from the time when the contract for receiving the intermediation of individual credit purchases is concluded to the time when the payments based on said contract are completed
number of payments	the number of payments of the charge for the goods or rights or the value of the services, excluding the initial deposit for the intermediation of individual credit purchases
number of installments	

fee for the intermediation of individual credit purchases	the total amount of money that the individual credit purchase intermediary requests the Purchaser, etc. to pay as the fee for the intermediation of individual credit purchases, whatever their names, such as interest, credit check expenses, collection expenses, administrative expenses, bad debt expenses, and the like (when it is clearly stated that any Fee for Registration, etc. shall not be included in the fee for the intermediation of individual credit purchases, the amount that remains after deducting the Fee for Registration, etc.)
fee for installment payments	
annualized rate in real terms	the rate of the fee for the intermediation of individual credit purchases calculated as prescribed in the following paragraph
payments	the amount of each installment payment of the charge for the goods or rights or the value of the services pertaining to the intermediation of individual credit purchases (including the fee for the intermediation of individual credit purchases)
the amount of installment payments installment payments	

(iii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;

(iv) the matters set forth in Article 35-3-2, paragraph (1), item (iv) of the Act shall be indicated as the rate of the fee for the intermediation of individual credit purchases calculated as prescribed in the following paragraph, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(2) The method specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-2, paragraph (1), item (iv) of the Act shall be the method specified in item (i) of appended table 1; provided, however, that said method may be the method specified in item (ii) of said table in cases where the interval of making payments is other than those specified in Article 36, paragraph (2), item (i), and the amount of the payments is other than those specified in item (ii) of said paragraph. In this case, the term "a contract for receiving the intermediation of comprehensive credit purchases" in said paragraph shall be deemed to be replaced with "a contract for receiving the intermediation of individual credit purchases."

Article 70 When a seller for the intermediation of individual credit purchases or a service provider for the intermediation of individual credit purchases advertises, pursuant to the provisions of Article 35-3-2, paragraph (2) of the Act, the conditions for the sale in the case of selling goods or designated rights or for providing services by the method of sales or provision pertaining to the intermediation of individual credit purchases, it shall indicate the relevant matters set forth respectively in the items of paragraph (1) of said Article as specified in the following items; provided, however, that the matters set forth in paragraph (1), item (iv) of said Article may be omitted in cases where the fee for the intermediation of individual credit purchases is less than 2,500 yen:

- (i) the terms listed in the left-hand column of the table of paragraph (1), item (ii) of the preceding Article shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) where the advertisement is made in writing, letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used;
- (iii) the matters set forth in Article 35-3-2, paragraph (1), item (iv) of the Act shall be indicated as the rate of the fee for the intermediation of individual credit purchases calculated as prescribed respectively in paragraph (2) of the preceding Article, on an annual rate basis, down to at least three decimal places, and no other rates shall be indicated.

(Investigation into the Projected Individual Acceptable Amount)

Article 71 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the main clause of Article 35-3-3, paragraph (1) of the Act shall be as follows:

- (i) the annual income;
- (ii) the balance of deposits or savings;
- (iii) the payment status with regard to obligations pertaining to the intermediation of credit purchases;
- (iv) the loan status;
- (v) the value of goods to be purchased by the method of purchases pertaining to the intermediation of individual credit purchases;
- (vi) in addition to what are listed in the preceding items, other matters affecting the calculation of the projected individual acceptable amount that can be judged objectively.

Article 72 (1) In cases where an individual credit purchase intermediary investigates the matters listed in the items of the preceding Article, pursuant to the provisions of the main clause of Article 35-3-3, paragraph (1) of the Act, it shall follow the rules specified in the following paragraph to paragraph (7).

(2) An investigation into the matters listed in item (i) of the preceding Article shall be based on a report of the annual income by a Purchaser, etc. (when such report cannot be obtained, based on a presumption of the annual income made rationally by information such as the age of the Purchaser, etc. as of the time of obtaining a report or place of employment of the Purchaser, etc.); provided, however, that in cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with any person listed as follows (limited to cases where prior consent has been obtained in writing or by any other appropriate means from the spouse when intending to conclude a contract for receiving the intermediation of individual credit purchases with a person as listed in item (i) and when falling under the cases listed in (b) of said item, or from a relative as prescribed in item (ii) or the spouse when intending to conclude a contract for receiving the intermediation of individual credit purchases with a person as listed in item (ii) or item (iii)), it may follow the rules specified in the following items:

(i) a Dependent Spouse: in the following cases, making a calculation by totaling the annual income of said Dependent Spouse and their spouse as specified as follows:

(a) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights that are deemed to be necessary for everyday life by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services that are deemed to be necessary for everyday life by the method of provision pertaining to the intermediation of individual credit purchases: based on a report by the Dependent Spouse concerning the annual income of their spouse (when such report by said Dependent Spouse cannot be obtained, based on a presumption of their spouse's annual income made rationally by information such as the age of their spouse as of the time of obtaining a report by said Dependent Spouse or their spouse's place of employment);

(b) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services by the method of provision pertaining to the intermediation of individual credit purchases: based on a report by the spouse concerning the spouse's own annual income (when such report cannot be obtained, based on a presumption of the spouse's annual income made rationally by information

- such as the age of the spouse as of the time of obtaining a report by the spouse or the spouse's place of employment);
- (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship: making a calculation, based on a report by said relative concerning said relative's own annual income (when such report cannot be obtained, based on a presumption of the relative's annual income made rationally by information such as the age of the relative as of the time of obtaining a report by the relative or the relative's place of employment), by totaling the annual income of said person and that of said relative;
  - (iii) a person who makes a living by their own income and the income of their spouse: making a calculation, based on a report by said spouse concerning the spouse's own annual income (when such report cannot be obtained, based on a presumption of the spouse's annual income made rationally by information such as the age of the spouse as of the time of obtaining a report by the spouse or the spouse's place of employment), by totaling the annual income of said person and that of their spouse.
- (3) When it is deemed to be necessary for protecting the interests of a Purchaser, etc., an investigation into the matters listed in item (ii) of the preceding Article shall be based on a report of the balance of deposits or savings by said Purchaser, etc.; provided, however, that in cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with any person listed as follows (limited to cases where prior consent has been obtained in writing or by any other appropriate means from the spouse when intending to conclude a contract for receiving the intermediation of individual credit purchases with a person as listed in item (i) and when falling under the cases listed in (b) of said item, or from a relative as prescribed in item (ii) or the spouse when intending to conclude a contract for receiving the intermediation of individual credit purchases with a person as listed in item (ii) or item (iii)), it may follow the rules specified in the following items:
- (i) a Dependent Spouse: in the following cases, making a calculation by totaling the balance of deposits or savings of said Dependent Spouse and their spouse as specified as follows:
    - (a) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights that are deemed to be necessary for everyday life by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services that are deemed to be necessary for everyday life by the method of provision pertaining to the

intermediation of individual credit purchases: when it is deemed to be necessary for protecting the interests of said Dependent Spouse, based on a report by the Dependent Spouse concerning the balance of deposits or savings of their spouse;

- (b) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services by the method of provision pertaining to the intermediation of individual credit purchases: when it is deemed to be necessary for protecting the interests of said Dependent Spouse, based on a report by the spouse concerning the spouse's own balance of deposits or savings:
  - (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship: when it is deemed to be necessary for protecting the interests of said person, making a calculation, based on a report by said relative concerning said relative's own balance of deposits or savings, by totaling the balance of deposits or savings of said person and that of said relative;
  - (iii) a person who makes a living by their own income and the income of their spouse: when it is deemed to be necessary for protecting the interests of said person, making a calculation, based on a report by the spouse concerning the spouse's own balance of deposits or savings, by totaling the balance of deposits or savings of said person and that of their spouse.
- (4) An investigation into the matters listed in item (iii) of the preceding Article shall be carried out by confirming the payment status of a Purchaser, etc. with regard to obligations pertaining to the intermediation of credit purchases to said individual credit purchase intermediary; provided, however, that in cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases with any person listed as follows, and when it makes a calculation by totaling the annual income or the balance of deposits or savings of a Dependent Spouse and the annual income or the balance of deposits or savings of their spouse, when it makes a calculation by totaling the annual income or the balance of deposits or savings of a person who makes a living by depending on the income of a relative within the second degree of kinship and the annual income or the balance of deposits or savings of said relative, or when it makes a calculation by totaling the annual income or the balance of deposits or savings of a person who makes a living by their own income and the income of their spouse and the annual income or the balance of deposits or savings of said spouse, pursuant to the provisions of the preceding two paragraphs, the individual credit purchase

intermediary shall follow the rules specified in the following items:

- (i) a Dependent Spouse: in the following cases, making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said Dependent Spouse and their spouse which has not yet become due or for which the payment obligations have not been performed, as specified as follows:
  - (a) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights that are necessary for everyday life by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services that are necessary for everyday life by the method of provision pertaining to the intermediation of individual credit purchases: based on a report by said Dependent Spouse concerning their spouse's obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means;
  - (b) cases where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or designated rights by the method of sales pertaining to the intermediation of individual credit purchases or a contract to provide services by the method of provision pertaining to the intermediation of individual credit purchases: based on a report by the spouse concerning the spouse's own obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means;
- (ii) a person who makes a living by depending on the income of a relative within the second degree of kinship: making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said person and said relative which has not yet become due or for which the payment obligations have not been performed, based on a report by said relative concerning said relative's own obligation pertaining to the intermediation of credit purchases which has not yet become due or for which the payment obligations have not been performed, or by any other appropriate means;
- (iii) a person who makes a living by their own income and the income of their spouse: making a calculation by totaling the obligation pertaining to the intermediation of credit purchases of said person and the spouse which has not yet become due or for which the payment obligations have not been performed, based on a report by the spouse concerning the spouse's own obligation pertaining to the intermediation of credit purchases which has not

- yet become due or for which the payment obligations have not been performed, or by any other appropriate means.
- (5) An investigation into the matters listed in item (iv) of the preceding Article shall be carried out by taking into consideration the loan status of a Purchaser, etc. from said individual credit purchase intermediary and any other loan status of the Purchaser, etc.
  - (6) An investigation into the matters listed in item (v) of the preceding Article shall be carried out by making a calculation rationally, taking into consideration the amount that is likely to be obtained when realizing goods of the same type as said goods (excluding cases where a proper calculation is deemed to be impossible).
  - (7) An investigation into the matters listed in item (vi) of the preceding Article shall be carried out based on a report by a Purchaser, etc. concerning said matters or by any other appropriate means.

Article 73 (1) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the proviso to Article 35-3-3, paragraph (1) of the Act shall be the cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract other than a specified contract (meaning a contract falling under any of the items of Article 35-3-5, paragraph (1) of the Act; the same shall apply hereinafter) to sell goods that are deemed to be necessary for life and are durable and suitable for the sales under regular conditions (limited to goods for which a purchaser (limited to a purchaser who is an individual; hereinafter the same shall apply in this paragraph, and Article 74, paragraph (1), item (ii)) is to pay not more than 100,000 yen in total) by the method of sales pertaining to the intermediation of individual credit purchases (excluding cases where it is deemed, by using the specified credit information held by the designated credit information institution, that the purchaser's payment obligations will not be performed as of the time of concluding said contract, or where the individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods of the quantity deemed to be unnecessary for life by the method of sales pertaining to the intermediation of individual credit purchases).

- (2) An individual credit purchase intermediary shall, in the cases prescribed in the preceding paragraph, prepare a record on the matters listed in the following items for each purchaser, by means of documents or electromagnetic records, and shall preserve said record up to the final due date specified under the contract for receiving the intermediation of individual credit purchases (when the obligation pertaining to the intermediation of individual credit

purchases under said contract has been extinguished through the payment thereof or on other grounds, the day of the extinguishment):

(i) the date of the contract;

(ii) the fact that said contract is a contract other than a specified contract;

(iii) the name and the quantity of the goods to be sold by the method of sales pertaining to the intermediation of individual credit purchases;

(iv) the total amount of the payment by the purchaser;

(v) the results of the investigation carried out by using the specified credit information held by the designated credit information institution.

(3) The provisions of Article 44 shall apply mutatis mutandis to assets specified by Ordinance of the Ministry of Economy, Trade and Industry as set forth in Article 35-3-3, paragraph (2) of the Act.

Article 73-2 An individual credit purchase intermediary shall, pursuant to the provisions of Article 35-3-3, paragraph (4) of the Act, prepare a record on the following matters for each Purchaser, etc. by means of documents or electromagnetic records, and shall preserve said record up to the final due date specified under the contract for receiving the intermediation of individual credit purchases (when the obligation pertaining to the intermediation of individual credit purchases under said contract has been extinguished through the payment thereof or on other grounds, the day of the extinguishment):

(i) the date of the contract;

(ii) the total amount of the payment by the Purchaser, etc.;

(iii) the results of the investigation under the main clause of Article 35-3-3, paragraph (1) of the Act (including the results of the investigation carried out by using the specified credit information held by the designated credit information institution, pursuant to the provisions of Article 35-3-3, paragraph (3) of the Act);

(iv) when consent has been obtained concerning the part other than those listed in the items of Article 72, paragraph (2) or the part other than those listed in the items of paragraph (3), the matters concerning said consent;

(v) any other documents used for the investigation under the main clause of Article 35-3-3, paragraph (1) of the Act or a copy thereof.

(Cases Causing No Hindrances with the Protection of Purchasers, etc.

Pertaining to the Prohibition of Conclusion of a Contract for Receiving the Intermediation of Individual Credit Purchases in Cases Exceeding the Projected Individual Acceptable Amount)

Article 74 (1) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in the proviso to Article 35-3-4 of the Act shall be the cases listed as follows:

- (i) cases specified in Article 73, paragraph (1);
- (ii) cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods that are deemed to be necessary for everyday life and are durable and suitable for selling under regular conditions, and it has been confirmed, based on the information obtained from the purchaser concerning the usage of said goods, how the purchaser used goods of the same type in the past, any other reasons that the purchaser needs said goods in life, and the circumstances of the purchaser's life, and on the information obtained through an investigation under the main clause of Article 35-3-3 paragraph (1) of the Act, that said goods are necessary for the purchaser's life, that the purchaser has the intention of purchasing said goods, and that the total amount to be paid by the purchaser and the quantity of said goods are reasonable in light of the living standards of the purchaser;
- (iii) cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that pertains to a contract to provide lessons of academic skills for a service recipient (limited to a service recipient who is an individual; hereinafter the same shall apply in this item) or a relative of the service recipient who has the same livelihood as the service recipient (excluding a specified continuous service contract as prescribed in Article 35-3-5, paragraph (1), item (iv) of the Act (hereinafter referred to as a "Specified Continuous Service Contract")) by the method of provision pertaining to the intermediation of individual credit purchases, and it has been confirmed, based on the information obtained from the service recipient concerning the reasons that the service recipient needs said services, and the circumstances of the service recipient's life, and on the information obtained through an investigation under the main clause of Article 35-3-3, paragraph (1) of the Act, that said services are necessary for the service recipient, that the service recipient has the intention of being provided with said services, and that the total amount to be paid by the service recipient and the number of times or the period in which they are provided with said services are reasonable in light of the living standards of the service recipient;
- (iv) cases where an individual credit purchase intermediary intends to conclude a contract for receiving the intermediation of individual credit purchases that falls under the category of a contract to sell goods or provide services which are deemed to be urgently necessary to protect the life or body of the Purchaser, etc. or a relative of the Purchaser, etc. who has the same livelihood as the Purchaser, etc., by the method of sales or provision pertaining to the intermediation of individual credit purchases, and it has

been confirmed, based on the information obtained from the Purchaser, etc. concerning the reasons that the Purchaser, etc. urgently needs said goods or services, and the circumstances of the life of the Purchaser, etc., and on the information obtained through an investigation under the main clause of Article 35-3-3 paragraph (1) of the Act, that said goods or services are urgently necessary for the Purchaser, etc., that the Purchaser, etc. has the intention of purchasing said goods or receiving the provision of said services, and that the total amount to be paid by the Purchaser, etc. and the quantity of said goods or the number of times or the period in which they are provided with said services are reasonable in light of the reasons that the Purchaser, etc. urgently needs said goods or services.

- (2) An individual credit purchase intermediary shall, in the cases listed items (ii) to (iv) of the preceding paragraph, prepare a confirmation record as specified under items (ii) to (iv) of the preceding paragraph for each Purchaser, etc., by means of documents or electromagnetic records, and shall preserve said record up to the final due date specified under the contract for receiving the intermediation of individual credit purchases (when the obligation pertaining to the intermediation of individual credit purchases under said contract has been extinguished through the payment thereof or on other grounds, the day of the extinguishment).

(Investigation into Solicitation of a Sales Contract for the Intermediation of Individual Credit Purchases, etc.)

Article 75 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-5, paragraph (1) of the Act shall be the matters specified in the following items, in accordance with the categories listed in the respective items:

- (i) cases where an individual credit purchase intermediary intends to conclude a contract for the intermediation of individual credit purchases with a seller or a service provider (limited to a person that engages in door-to-door sales as prescribed in Article 2, paragraph (1) of the Act on Specified Commercial Transactions (hereinafter referred to as "Door-to-Door Sales"), a person that engages in telemarketing sales as prescribed in paragraph (3) of said Article (hereinafter referred to as "Telemarketing Sales"), a person that engages in multilevel marketing as prescribed in Article 33, paragraph (1) of said Act (hereinafter referred to as "Multilevel Marketing"), a person that provides specified continuous service as prescribed in Article 41, paragraph (1) of said Act (hereinafter referred to as "Specified Continuous Service Provision"), or a person that engages in business opportunity related sales as prescribed in Article 51, paragraph (1) of said Act (hereinafter referred to as "Business Opportunity Related Sales"); hereinafter the same shall apply in this Article

and the following Article): the following matters:

- (a) the basic matters concerning the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract, carried out by the seller or the service provider;
- (b) the matters concerning goods or designated rights that the seller intends to sell by the method of sales pertaining to the intermediation of individual credit purchases, or services that the service provider intends to provide by the method of provision pertaining to the intermediation of individual credit purchases (in cases where said services or said designated rights pertain to a Specified Continuous Service Contract and the service recipient or the purchaser of said rights need to purchase any goods when the seller or the service provider provides said services or provides services upon the exercise of said rights, including the matters concerning said goods);
- (c) in cases where the seller of the service provider engages in Multilevel Marketing or Business Opportunity Related Sales, the matters concerning the specified profit (meaning the specified profit prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions; the same shall apply hereinafter) or the business opportunity profit (meaning the business opportunity profit prescribed in Article 51, paragraph (1) of said Act; the same shall apply hereinafter) pertaining to the Business Opportunity Related Sales;
- (d) the status of the transactions and property of the seller or the service provider;
- (e) in cases where the seller of the service provider engages in Multilevel Marketing, Specified Continuous Service Provision, or Business Opportunity Related Sales, the matters concerning a system that is sufficient for continuously conducting businesses for multilevel marketing transactions as prescribed in Article 33, paragraph (1) of Act on Specified Commercial Transactions (hereinafter referred to as "Multilevel Marketing Transactions"), transactions pertaining to Specified Continuous Service Provision, or business opportunity related sales transactions as prescribed in Article 51, paragraph (1) of said Act (hereinafter referred to as "Business Opportunity Related Sales Transactions");
- (f) the matters concerning dispositions, etc. for the suspension of businesses for specified transactions (meaning transactions pertaining to Door-to-Door Sales or Telemarketing Sales, Multilevel Marketing Transactions, transactions pertaining to Specified Continuous Service Provision, or Business Opportunity Related Sales Transactions; hereinafter the same shall apply in this Article and the following Article) conducted by the seller

- or the service provider;
- (g) the matters concerning the status of the development of a system necessary for preventing the seller or the service provider from conducting acts listed in the items of Article 35-3-7 of the Act upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract, and a system necessary for appropriately and promptly processing complaints on specified transactions conducted by the seller or the service provider;
  - (h) the matters concerning how complaints have been filed with regard to specified transactions conducted by the seller or the service provider and the contents of such complaints;
  - (ii) cases where an individual credit purchase intermediary has received an application for a contract for receiving the intermediation of individual credit purchases related to a specified contract that falls under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases: the following matters:
    - (a) the matters concerning the existence of any mistaken belief that the information conveyed with regard to the matters concerning the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases or the contract for receiving the intermediation of individual credit purchases is true, any mistaken belief that there are no such facts pertaining to said matters, or any mistaken belief that the details of a conclusive determination provided on said matters are certain;
    - (b) the matters concerning acts in violation of Article 6, paragraph (3), Article 21, paragraph (3), Article 34, paragraph (3), Article 44, paragraph (3), or Article 52, paragraph (2) of the Act on Specified Commercial Transactions, or acts as prescribed in Article 4, paragraph (3) of the Consumer Contract Act (Act No. 61 of 2000) that are conducted by the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases that pertains to said Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases.

Article 76 (1) An investigation under Article 35-3-5, paragraph (1) of the Act into the matters specified in item (i) and item (ii) of the preceding Article shall be carried out as specified in the following paragraph to paragraph (12).

(2) The investigation into the matters specified in item (i) of the preceding Article shall be carried out prior to the conclusion of a contract for the intermediation of individual credit purchases (limited to a contract that an individual credit purchase intermediary intends to conclude with a seller or a service provider;

hereinafter the same shall apply in this Article and Article 78).

- (3) The matters listed in item (i), (a) of the preceding Article shall be the matters including the following:
- (i) the type of specified transactions conducted by the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases;
  - (ii) the name, address and telephone number of the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases (with regard to a corporation, the name, address, telephone number of the corporation and the name of the representative);
  - (iii) the address and telephone number of a store or other place of business of the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases;
  - (iv) the area where the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases carries out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract.
- (4) With regard to the matters listed in item (i), (b) of the preceding Article, an investigation shall be carried out into what are listed as follows:
- (i) what indicates the type of goods or designated rights that the seller that intends to conclude a contract for the intermediation of individual credit purchases intends to sell by the method of sales pertaining to the intermediation of individual credit purchases or the type of services that the service provider that intends to conclude a contract for the intermediation of individual credit purchases intends to provide by the method of provision pertaining to the intermediation of individual credit purchases;
  - (ii) samples, catalogues, and other articles that the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases presents to the counterparty upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract;
  - (iii) data which show the grounds for the matters that the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases has conveyed upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract (limited to the matters conveyed in cases where the details of the complaints discovered as a result of an investigation into the matters listed in item (i), (h) of the preceding Article are deemed to have been caused by any of the

acts in violation of Article 6, paragraph (1), Article 21, paragraph (1), Article 34, paragraph (1), Article 44, paragraph (1) or paragraph (2), or Article 52, paragraph (1) of the Act on Specified Commercial Transactions, or the acts prescribed in Article 4, paragraph (1), item (i) of the Consumer Contract Act) and which pertain to the performance, quality, efficacy, or required quantity of goods or the effects of services or rights-related services.

- (5) With regard to the matters listed in item (i), (c) of the preceding Article, an investigation shall be carried out into data which show the grounds for the matters that the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases has conveyed or on which such seller or service provider has provided a conclusive determination upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract (limited to the matters conveyed or a conclusive determination provided in cases where the details of the complaints discovered as a result of an investigation into the matters listed in (h) of said item are deemed to have been caused by any of the acts in violation of Article 34, paragraph (1), or Article 52, paragraph (1) of the Act on Specified Commercial Transactions, or the acts prescribed in Article 4, paragraph (1) of the Consumer Contract Act) and which are listed in Article 34, paragraph (1), item (iv) or Article 52, paragraph (1), item (iv) of the Act on Specified Commercial Transactions.
- (6) With regard to the matters listed in item (i), (d) of the preceding Article, an investigation shall be carried out by making a confirmation based on the balance sheet and profit and loss statements for the business year immediately prior to the day of the investigation or other equivalent documents, or by any other means.
- (7) With regard to the matters listed in item (i), (e) of the preceding Article, an investigation shall be carried out into a documented business plan or other articles showing that the system is sufficient for continuously conducting businesses for Multilevel Marketing Transactions, transactions pertaining to Specified Continuous Service Provision, or Business Opportunity Related Sales Transactions.
- (8) The matters listed in item (i) of the preceding Article shall be the matters including the following:
  - (i) whether or not any disposition under the Act on Specified Commercial Transactions (limited to instructions under Article 7, Article 22, Article 38, Article 46, or Article 56 of said Act, or orders under Article 8, paragraph (1), Article 23, paragraph (1), Article 39, paragraphs (1) to (3), Article 47, paragraph (1), or Article 57, paragraph (1) of said Act; hereinafter the same shall apply in this paragraph) has ever been made within five years prior to

- the day of the investigation;
- (ii) whether or not the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases has ever been an officer of a corporation which has received any disposition under the Act on Specified Commercial Transactions within five years prior to the day of the investigation;
  - (iii) in cases where the seller or the service provider that intends to conclude a contract for the intermediation of individual credit purchases is a corporation, whether or not the corporation has either of the following as its officers:
    - (a) a person that has received any disposition under the Act on Specified Commercial Transactions within the period set forth in item (i);
    - (b) a person that used to be an officer of a corporation which has received any disposition under the Act on Specified Commercial Transactions within the period set forth in item (i).
- (9) With regard to the matters listed in item (i), (h) of the preceding Article, an investigation shall be carried out into information held by a certified installment sales association or any other persons that process complaints concerning specified transactions.
- (10) An investigation into the matters listed in item (ii) of the preceding Article shall be carried out, in a considerable period of time after receiving an application for a contract for receiving the intermediation of individual credit purchases related to a specified contract that falls under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, with regard to a person that has filed said application, by phone or by any other means.
- (11) The matters listed in item (ii), (a) of the preceding Article shall be the matters including the following:
- (i) the existence of any mistaken belief that the information conveyed with regard to the matters to be indicated in the document prescribed in Article 35-3-8 or Article 35-3-9, paragraph (1) of the Act is true, any mistaken belief that there are no such facts pertaining to said matters, or any mistaken belief that the details of a conclusive determination provided on said matters (limited to the assertive determination provided on matters which are uncertain and that may change in the future) are certain;
  - (ii) the existence of any conclusive determination provided with regard to matters concerning the performance, quality, efficacy, or required quantity of goods or the effects of services or rights-related services that pertain to the contract for receiving the intermediation of individual credit purchases related to a specified contract that falls under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, or with regard to other uncertain matters concerning goods or designated

- rights, or services pertaining to said contract that may change in the future (excluding the matters to be indicated in the document prescribed in Article 35-3-8 or Article 35-3-9, paragraph (1) of the Act);
- (iii) the existence of any goods or designated rights, or any services associated with goods or designated rights, or services that pertain to the contract for receiving the intermediation of individual credit purchases related to a specified contract that falls under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, or any other matters that are not indicated in the document set forth in Article 35-3-8 or Article 35-3-9, paragraph (1) of the Act but are significant enough to affect the judgment of the person that has filed said application (referred to as "Significant Matters" in the following item);
  - (iv) when there are any Significant Matters as set forth in the preceding item, the existence of any mistaken belief that the information conveyed with regard to the Significant Matters are true, or any mistaken belief that there are no such facts pertaining to the Significant Matters;
  - (v) in addition to what are listed in item (i) through to the preceding item, the existence of any mistaken belief that the information conveyed with regard to the matters concerning the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases or the contract for receiving the intermediation of individual credit purchases, which are important enough to affect the judgment of the person that has filed said application, is true, any mistaken belief that there are no such facts pertaining to said matters, or any mistaken belief that the details of a conclusive determination provided on said matters (limited to a conclusive determination provided on uncertain matters that may change in the future) are certain.
- (12) With regard to the matters listed in item (ii), (b) of the preceding Article, an investigation shall be carried out into the existence of any acts prescribed in (b) of said item.

Article 77 (1) An individual credit purchase intermediary shall, in the cases listed in the following items, investigate the matters specified in the following items, in accordance with the categories listed in the respective items, in addition to the matters specified in the items of Article 75:

- (i) in cases where an investigation into the matters listed in Article 75, item (ii), (a) has revealed that the conclusive determination prescribed in paragraph (11), item (ii) of the preceding Article (limited to a conclusive determination on the matters pertaining to the performance, quality, efficacy, or required quantity of goods or the effects of services or rights-related services) has been provided: data held by the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual

- credit purchases that has provided said conclusive determination that show the grounds for the matters pertaining to the provision of said conclusive determination (provided, however, that when said data have already been investigated in the course of an investigation into the matters listed in Article 75, item (i), (b) (limited to an investigation pertaining to paragraph (4), item (iii) of the preceding Article), data that complement said data);
- (ii) in cases where it is deemed, in light of the information obtained through the search for the causes of the complaints under Article 94, item (i), that the matters pertaining to the complaints set forth in said item have been caused by acts falling under any of the items of Article 35-3-7 of the Act that the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases had conducted, upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract: the following matters:
    - (a) the details of said acts;
    - (b) the matters listed in Article 75, item (i), (g) concerning the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases;
    - (c) any other matters necessary for preventing any acts listed in the items of Article 35-3-7 of the Act that pertain to said complaints, in accordance with the details thereof;
  - (iii) in cases where, based on the information obtained through the search for the causes of the complaints under Article 94, item (i), the confirmation of information held by a certified installment sales association or by any other means, and in light of how complaints have been filed by Purchasers, etc. (including the withdrawal, etc. of the application under Article 35-3-12, paragraph (1) of the Act, the notification of the rescission of the manifestation of an intention of applying for or accepting a contract for receiving the intermediation of individual credit purchases under Article 35-3-13, paragraph (1), Article 35-3-14, paragraph (1), Article 35-3-15, paragraph (1), or Article 35-3-16, paragraph (1) of the Act, or the assertion under Article 35-3-19, paragraph (1) of the Act; hereinafter the same shall apply in this Article and Article 94) concerning the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract carried out by the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases (excluding complaints that have been caused as prescribed in the preceding item; hereinafter referred to as "Complaints Concerning a Specified Contract" in this item) and how Complaints Concerning a Specified Contract

have been filed by Purchasers, etc. concerning such specified contract carried out by a seller or a service provider that has concluded a contract for the intermediation of individual credit purchases with said individual credit purchase intermediary (excluding said seller for the intermediation of individual credit purchases or said service provider for the intermediation of individual credit purchases; hereinafter referred to as the "Other Seller, etc. for the Intermediation of Individual Credit Purchases" in this item and Article 94, item (iii)), it is deemed that said seller for the intermediation of individual credit purchases or said service provider for the intermediation of individual credit purchases lacks in protection of the interests of Purchasers, etc. compared with said Other Seller, etc. for the Intermediation of Individual Credit Purchases: the matters specified in the preceding item.

- (2) In cases where, in light of the information obtained through the search for the causes of the complaints under Article 94, item (i), the matters pertaining to the complaints set forth in said item have been caused by the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract carried out by a seller for the intermediation of individual credit purchases or a service provider for the intermediation of individual credit purchases, and when an investigation into the matters specified in Article 75, item (i) has not been carried out with regard to said seller for the intermediation of individual credit purchases or said service provider for the intermediation of individual credit purchases, said investigation shall be carried out without delay, notwithstanding the provisions of the preceding paragraph.

(Preparation, etc. of a Record on Investigation into Solicitation of a Sales Contract for the Intermediation of Individual Credit Purchases, etc.)

- Article 78 An individual credit purchase intermediary shall, pursuant to the provisions of Article 35-3-5, paragraph (2) of the Act, prepare a record on the matters specified in the following items in accordance with the categories of investigations listed in the respective items, in writing or in electromagnetic form, and shall preserve said record for five years after preparing it; provided, however, that a record on the matters specified in item (i) shall be prepared and preserved only in cases where the individual credit purchase intermediary has concluded a contract for the intermediation of individual credit purchases:
- (i) investigation into the matters specified in Article 75, item (i): the following matters:
    - (a) the date of the investigation;
    - (b) the results of the investigation (in cases where there are any documents or other data obtained in relation to said investigation, including said data);

- (c) in cases where a contract for the intermediation of individual credit purchases has been concluded with a seller for the intermediation of individual credit purchases or a service provider for the intermediation of individual credit purchases that pertains to said investigation, the date of the conclusion of said contract;
- (ii) investigation into the matters specified in Article 75, item (ii): the following matters:
  - (a) the matters listed in (a) and (b) of the preceding item;
  - (b) in cases where a contract for receiving the intermediation of individual credit purchases pertaining to said investigation has been concluded, the date of the conclusion of said contract;
- (iii) investigation under the preceding Article: the matters listed in (a) and (b) of item (i).

(Delivery of Documents by a Seller for the Intermediation of Individual Credit Purchases, etc.)

Article 79 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-8, item (ix) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
- (ii) the date of the conclusion of the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases and the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, or model of the goods;
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the amount of the initial deposit;
- (vii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a personal multilevel marketing contract, the matters concerning the specified burden (meaning the specified burden prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions; the same shall apply in the left-hand column of item (i) of the table of item (v) of the following Article, Article 81, item (vii), the left-hand column of item (i) of the table of Article 82, item (iv), Article 83, item (vii), and the left-hand column of item (i) of the table of Article 84, item (iv)) and

- the specified profit involved in the Multilevel Marketing Transactions;
- (viii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a personal business opportunity related sales contract, the matters concerning the specified burden (meaning the specified burden prescribed in Article 51, paragraph (1) of the Act on Specified Commercial Transactions; the same shall apply in the left-hand column of item (iii) of the table of item (v) of the following Article, Article 81, item (viii), the left-hand column of item (iii) of the table of Article 82, item (iv), Article 83, item (viii), and the left-hand column of item (iii) of the table of Article 84, item (iv)) involved in the business opportunity related transactions;
- (ix) the number of payments;
- (x) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases and the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (xi) the matters concerning any defense against the individual credit purchase intermediary;
- (xii) when there is an agreement on the demand for the payments that have not yet become due, the details thereof;
- (xiii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled), the details thereof;
- (xiv) when the provision of services is one of the conditions for the sale of goods or designated rights, the details of said services, the timing of their provision, and any other matters concerning said services;
- (xv) when the sale of goods is one of the conditions for the sale of designated rights or the provision of services, the details of said goods, the delivery time, and any other matters concerning said goods;
- (xvi) when the sale of rights is one of the conditions for the sale of goods or the provision of services, the details of said rights, the timing of their transfer, and any other matters concerning said rights;
- (xvii) when there is an agreement on the liability in cases where the goods have any hidden defect, the details thereof;
- (xviii) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof;
- (xix) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a personal multilevel marketing contract or a

personal business opportunity related sales contract, to that effect.

Article 80 When an individual credit purchase intermediary delivers a document containing the matters set forth in Article 35-3-8, item (v) or item (vii) of the Act, pursuant to the provisions of the items of Article 35-3-8 of the Act or Article 35-3-9, paragraph (2), item (i) or paragraph (4), item (i) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 69, paragraph (1), item (ii) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) the details of the basic matters prescribed in Article 35-3-8, item (v) of the Act shall be as follows:
  - (a) with regard to the resale of goods or rights, when there are any conditions for the method of the delivery or the transfer of goods or rights to purchase, or any other conditions for the resale of goods or rights, the details thereof;
  - (b) with regard to the consignment sale of goods or rights, when there are any conditions for the method of the delivery or the transfer of goods or rights to sell on consignment, the time and method of the delivery of the received payment, or any other conditions for the consignment sale of goods or rights, the details thereof;
  - (c) when there are any conditions for the provision of services of the same type, the details thereof;
- (iii) the details of the basic matters prescribed in Article 35-3-8, item (vii) of the Act shall be as follows:
  - (a) the details of the business to provide or intermediate;
  - (b) the number of times or the business hours to provide or intermediate and the quantity of the business to provide or intermediate during one week, one month, or any other certain period of time;
  - (c) when the unit rate of the reward for the business per time or per hour, or any other unit rate of the reward has been specified, such unit rate;
  - (d) the method of the calculation of what are specified in (b) or (c) and other business opportunity profit;
  - (e) in addition to what are listed in (d), when there are any cases where the whole or a part of the business opportunity profit is not paid, the conditions therefor;
  - (f) in addition to what are listed in (d) and (e), the time and method of the payment of business opportunity profit and any other conditions for the payment of business opportunity profit;
- (iv) with regard to the matters listed in Article 35-3-8, item (viii) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the Contract for

- Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (b) it is provided that if the details of the contract presented by the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases by way of using samples, catalogues, and the like, prior to the conclusion of the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, differ from the goods or rights received or the services to be received by the Purchaser, etc., said Purchaser, etc. may cancel said contract;
- (c) it is indicated in red in a red box that if the Purchaser, etc. is the counterparty of any of the contracts specified in Article 35-3-10, paragraph (1), items (iv) to (vi) of the Act, the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been cancelled pursuant to the provisions of the main clause of paragraph (5) of said Article;
- (d) it is indicated in red in a red box that if the Purchaser, etc. is the counterparty of the contract prescribed in Article 35-3-11, paragraph (1) of the Act, the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been cancelled pursuant to the provisions of the main clause of paragraph (7) of said Article;
- (e) with regard to the obligation of the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary in cases where the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases has been cancelled due to a cause imputable to the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (v) with regard to the matters listed in item (vii) and item (viii) of the preceding Article, the details listed in the right-hand column of the following table shall be indicated, in accordance with the matters listed respectively in the relevant left-hand column of said table:

Matters	Details
(i) matters concerning the specified burden involved in the Multilevel Marketing Transactions	(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods

	<p>(b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights</p> <p>(c) the method of the offering of services</p> <p>(d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof</p> <p>(e) when there is any portion of the transaction fee to be returned, the conditions for the return</p>
(ii) matters concerning the specified profit	<p>(a) the method of the calculation of the rate of the amount of the specified profit that can be received out of the selling price in cash of goods or rights to pay to another person who engages in the resale or consignment sale or the intermediation of the sale of goods or rights, or the offering price in cash of services to pay to another person who engages in the offering of services of the same type or the intermediation of offering of services, and any other methods of the calculation of the specified profit</p> <p>(b) in addition to what are listed in (a), when there are any cases where the whole or a part of the specified profit is not paid, the conditions therefor</p> <p>(c) in addition to what are listed in (a) and (b), the time and the method of the payment of the specified profit, and any other conditions for the payment of the specified profit</p>
(iii) matters concerning the specified burden involved in the Business Opportunity Related Sales Transactions	<p>(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods</p> <p>(b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights</p> <p>(c) the method of the offering of services</p> <p>(d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof</p> <p>(e) when there is any portion of the transaction fee to be returned, the conditions for the return</p>

(vi) it shall be provided that with regard to the matters listed in item (xi) of the preceding Article, the grounds arising regarding the details thereof for the seller for the intermediation of individual credit purchases that has sold goods or designated rights or for the service provider for the intermediation

of individual credit purchases that is to provide services may be asserted against the individual credit purchase intermediary that demands the payments;

(vii) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in item (xii), item (xiii), item (xvii) and item (xviii) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the demand for the payments that have not yet become due	(a) it is provided that the payments that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time specified by the individual credit purchase intermediary, and the individual credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period (b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payments that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments
(ii) matters concerning the amount of damages or a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled)	an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled) complies with the provisions of Article 35-3-18, paragraph (2) of the Act
(iii) matters concerning the liability in cases where the goods have any hidden defect	it is not provided that in cases where the goods have any hidden defect (excluding any defect in automobiles where it is clear that they have been used for a purpose other than for temporary special service under the Road Vehicles Act and where such defect is generally caused by such usage), the seller for the intermediation of individual credit purchases assumes no liability for said defect

(iv) special agreements other than those listed in item (xii), item (xiii), and item (xvii) of the preceding Article	there are no special agreements that are in violation of laws and regulations
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(viii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Delivery of Documents by an Individual Credit Purchase Intermediary)

Article 81 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-9, paragraph (2), item (iv) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
- (ii) the date of the application for the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, or model of the goods;
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the amount of the initial deposit;
- (vii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a specified personal multilevel marketing contract, the matters concerning the specified burden and the specified profit involved in the Multilevel Marketing Transactions;
- (viii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a personal business opportunity related sales contract, the matters concerning the specified burden involved in the business opportunity related transactions;
- (ix) the number of payments;
- (x) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases and the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the

Intermediation of Individual Credit Purchases;

- (xi) the matters concerning any defense against the individual credit purchase intermediary;
- (xii) when there is an agreement on the demand for the payments that have not yet become due, the details thereof;
- (xiii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled), the details thereof;
- (xiv) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof.

Article 82 When an individual credit purchase intermediary delivers a document containing the matters set forth in the items of Article 35-3-9, paragraph (2) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 69, paragraph (1), item (ii) shall be used, with the meanings as defined respectively in the right-hand column of said table;
- (ii) with regard to the matters listed in Article 35-3-9, paragraph (2), item (ii) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
  - (b) it is indicated in red in a red box that if the Purchaser, etc. is the person that has filed an application for any of the contracts specified in Article 35-3-10, paragraph (1), items (i) to (iii) of the Act, the application for the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been withdrawn pursuant to the provisions of the main clause of paragraph (5) of said Article;
  - (c) it is indicated in red in a red box that if the Purchaser, etc. is the person that has filed an application for the contract prescribed in Article 35-3-11, paragraph (1) of the Act, the application for the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been withdrawn pursuant to the provisions of the main clause of paragraph (7) of said Article;
  - (d) it is provided that the cancellation of the contract for receiving the intermediation of individual credit purchases due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only

- when the failure to perform the obligation has continued for a certain period of time specified by the individual credit purchase intermediary, and the individual credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period;
- (e) an agreement on the amount of damages, etc. in cases where the contract for receiving the intermediation of individual credit purchases has been cancelled due to a cause imputable to the Purchaser, etc. complies with the provisions of Article 35-3-18, paragraph (1) of the Act;
- (f) with regard to the obligation of the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary in cases where the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases has been cancelled due to a cause imputable to the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, there are no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;
- (iii) with regard to the matters listed in Article 35-3-9, paragraph (2), item (iii) of the Act, it shall be sufficient to deliver only the matters specified in Article 75, item (ii);
- (iv) with regard to the matters listed in item (vii) and item (viii) of the preceding Article, the details listed in the right-hand column of the following table shall be indicated, in accordance with the matters listed respectively in the relevant left-hand column of said table:

Matters	Details
(i) matters concerning the specified burden involved in the Multilevel Marketing Transactions	(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods  (b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights (c) the method of the offering of services (d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof (e) when there is any portion of the transaction fee to be returned, the conditions for the return

(ii) matters concerning the specified profit	<p>(a) the method of the calculation of the rate of the amount of the specified profit that can be received out of the selling price in cash of goods or rights to pay to another person who engages in the resale or consignment sale or the intermediation of the sale of goods or rights, or the offering price in cash of services to pay to another person who engages in the offering of services of the same type, or the intermediation of offering of services, and any other method of the calculation of the specified profit</p> <p>(b) in addition to what are listed in (a), when there are any cases where the whole or a part of the specified profit is not paid, the conditions therefor</p> <p>(c) in addition to what are listed in (a) and (b), the time and the method of the payment of the specified profit, and any other conditions for the payment of the specified profit</p>
(iii) matters concerning the specified burden involved in the Business Opportunity Related Sales Transactions	<p>(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods</p> <p>(b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights</p> <p>(c) the method of the offering of services</p> <p>(d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof</p> <p>(e) when there is any portion of the transaction fee to be returned, the conditions for the return</p>

(v) it shall be provided that with regard to the matters listed in item (xi) of the preceding Article, the grounds arising regarding the details thereof for the seller for the intermediation of individual credit purchases that has sold goods or designated rights or for the service provider for the intermediation of individual credit purchases that is to provide services may be asserted against the individual credit purchase intermediary that demands the payments;

(vi) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in items (xii) to (xiv) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
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<p>(i) matters concerning the demand for the payments that have not yet become due</p>	<p>(a) it is provided that the payments that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time as specified by the individual credit purchase intermediary, and the individual credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period  (b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payments that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments</p>
<p>(ii) matters concerning the amount of damages or a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled)</p>	<p>an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled) complies with the provisions of Article 35-3-18, paragraph (2) of the Act</p>
<p>(iii) special agreements other than those listed in item (xii) and item (xiii) of the preceding Article</p>	<p>there are no special agreements that are in violation of laws and regulations</p>

(vii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

Article 83 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-9, paragraph (4), item (iv) of the Act shall be as follows:

(i) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;

- (ii) the date of the conclusion of the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (iii) the name of the goods;
- (iv) the trademark, manufacturer, or model of the goods;
- (v) the quantity of the goods (in the case of rights or services, the number of times that or the period during which the rights can be exercised or the services can be received under the contract);
- (vi) the amount of the initial deposit;
- (vii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a specified personal multilevel marketing contract, the matters concerning the specified burden and the specified profit involved in the Multilevel Marketing Transactions;
- (viii) when the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is a personal business opportunity related sales contract, the matters concerning the specified burden involved in the business opportunity related transactions;
- (ix) the number of payments;
- (x) the name and address or telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases and the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
- (xi) the matters concerning any defense against the individual credit purchase intermediary;
- (xii) when there is an agreement on the demand for the payments that have not yet become due, the details thereof;
- (xiii) when there is an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled), the details thereof;
- (xiv) when there are any other special agreements in addition to what are listed in the preceding items, the details thereof.

Article 84 When an individual credit purchase intermediary delivers a document containing the matters set forth in the items of Article 35-3-9, paragraph (4) of the Act, it shall follow the rules specified in the following items:

- (i) the terms listed in the left-hand column of the table of Article 69, paragraph (1), item (ii) shall be used, with the meanings as defined respectively in the

right-hand column of said table;

- (ii) with regard to the matters listed in Article 35-3-9, paragraph (4), item (ii) of the Act, the details thereof must be in accordance with the following criteria:
  - (a) it is not provided that the Purchaser, etc. may not cancel the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
  - (b) it is indicated in red in a red box that if the Purchaser, etc. is the counterparty of any of the contracts specified in Article 35-3-10, paragraph (1), items (iv) to (vi) of the Act, the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been cancelled pursuant to the provisions of the main clause of paragraph (5) of said Article;
  - (c) it is indicated in red in a red box that if the Purchaser, etc. is the counterparty of the contract prescribed in Article 35-3-11, paragraph (1) of the Act, the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases shall be deemed to have been cancelled pursuant to the provisions of the main clause of paragraph (7) of said Article;
  - (d) it is provided that the cancellation of the contract for receiving the intermediation of individual credit purchases due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time specified by the individual credit purchase intermediary, and the individual credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period;
  - (e) an agreement on the amount of damages, etc. in cases where the contract for receiving the intermediation of individual credit purchases has been cancelled due to a cause imputable to the Purchaser, etc. complies with the provisions of Article 35-3-18, paragraph (1) of the Act;
  - (f) with regard to the obligation of the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary in cases where the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases has been cancelled due to a cause imputable to the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, there are

no special agreements that are more disadvantageous to the Purchaser, etc. than those prescribed in Article 545 of the Civil Code;

(iii) with regard to the matters listed in Article 35-3-9, paragraph (4), item (iii) of the Act, it shall be sufficient to deliver only the results of the investigation under Article 35-3-5, paragraph (1) of the Act that pertains to Article 75, item (ii);

(iv) with regard to the matters listed in item (vii) and item (viii) of the preceding Article, the details listed in the right-hand column of the following table shall be indicated, in accordance with the matters listed respectively in the relevant left-hand column of said table:

Matters	Details
(i) matters concerning the specified burden involved in the Multilevel Marketing Transactions	<p>(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods</p> <p>(b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights</p> <p>(c) the method of the offering of services</p> <p>(d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof</p> <p>(e) when there is any portion of the transaction fee to be returned, the conditions for the return</p>
(ii) matters concerning the specified profit	<p>(a) the method of the calculation of the rate of the amount of the specified profit that can be received out of the selling price in cash of goods or rights to pay to another person who engages in the resale or consignment sale or the intermediation of the sale of goods or rights, or the offering price in cash of services to pay to another person who engages in the offering of services of the same type or the intermediation of offering of services, and any other method of the calculation of the specified profit</p> <p>(b) in addition to what are listed in (a), when there are any cases where the whole or a part of the specified profit is not paid, the conditions therefor</p> <p>(c) in addition to what are listed in (a) and (b), the time and the method of the payment of the specified profit, and any other conditions for the payment of the specified profit</p>

(iii) matters concerning the specified burden involved in the Business Opportunity Related Sales Transactions	<p>(a) with regard to the purchase of goods, the supplier and the method of the delivery of said goods</p> <p>(b) with regard to the purchase of rights, the supplier and the method of the transfer of said rights</p> <p>(c) the method of the offering of services</p> <p>(d) with regard to the provision of the transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of the provision thereof</p> <p>(e) when there is any portion of the transaction fee to be returned, the conditions for the return</p>
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(v) it shall be provided that with regard to the matters listed in item (xi) of the preceding Article, the grounds arising regarding the details thereof for the seller for the intermediation of individual credit purchases that has sold goods or designated rights or for the service provider for the intermediation of individual credit purchases that is to provide services may be asserted against the individual credit purchase intermediary that demands the payments;

(vi) when there is an agreement on the matters listed in the left-hand column of the following table, out of the matters listed in items (xii) to (xiv) of the preceding Article, the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters	Criteria
(i) matters concerning the demand for the payments that have not yet become due	(a) it is provided that the payments that have not yet become due may be demanded due to a failure of the Purchaser, etc. to perform the obligation to make payments only when the failure to perform the obligation has continued for a certain period of time specified by the individual credit purchase intermediary, and the individual credit purchase intermediary has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period

	(b) no other case than the case of the significant deterioration of the credit of the Purchaser, etc. or a violation of any important contract clause is provided as the case where the payments that have not yet become due may be demanded due to reasons other than a failure of the Purchaser, etc. to perform the obligation to make payments
(ii) matters concerning the amount of damages or a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled)	an agreement on liquidated damages or a provision for a penalty charge in the case of any failure to perform the obligation to make payments (excluding cases where the contract for receiving the intermediation of individual credit purchases has been cancelled) complies with the provisions of Article 35-3-18, paragraph (2) of the Act
(iii) special agreements other than those listed in item (xii) and item (xiii) of the preceding Article	there are no special agreements that are in violation of laws and regulations

(vii) letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used.

(Delivery of Documents after Obstructing Withdrawal, etc. of Application for a Contract for Receiving the Intermediation of Individual Credit Purchases)  
Article 85 (1) The document to be delivered pursuant to the provisions of Article 35-3-10, paragraph (1) of the Act shall contain the following matters:

(i) that during the period up to the day on which eight days have passed from the day on which the document was received, the application for a contract for receiving the intermediation of individual credit purchases that pertains to a contract for Door-to-Door Sales, etc. (meaning a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases listed in any of items (i) to (iii) of paragraph (1), or any of items (i) to (iii) of paragraph (3) of Article 35-3-9 of the Act; hereinafter the same shall apply in this item, item (v), and item (vi)) may be withdrawn, or the contract for receiving the intermediation of individual credit purchases that pertains to a contract for Door-to-Door Sales, etc. may be cancelled, in writing, based on the provisions of Article 35-3-10, paragraph (1) of the Act;

(ii) the matters concerning the provisions of paragraph (2), paragraph (3), paragraphs (5) to (7), paragraphs (9) to (11), paragraph (13), and paragraph

- (14) of Article 35-3-10 of the Act (limited to the matters pertaining to the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases listed in paragraph (1), item (i) or item (ii), or paragraph (3), item (i) or item (ii) of Article 35-3-9 of the Act);
- (iii) the matters concerning the provisions of paragraph (2), paragraph (3), paragraphs (5) to (7), paragraph (9), paragraph (10), and paragraphs (12) to (14) of Article 35-3-10 of the Act (limited to the matters pertaining to the contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases listed in paragraph (1), item (iii), or paragraph (3), item (iii) of Article 35-3-9 of the Act);
- (iv) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
- (v) the date of filing the application for or concluding the contract for receiving the intermediation of individual credit purchases that pertains to a contract for Door-to-Door Sales, etc.;
- (vi) the details of the contract for receiving the intermediation of individual credit purchases that pertains to a contract for Door-to-Door Sales, etc.
- (2) Letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used for the document.
- (3) When filling out the document, the details of the matters listed in paragraph (1), item (i) and item (ii) or item (iii) shall be indicated in red in a red box.
- (4) When a seller for the intermediation of individual credit purchases, a service provider for the intermediation of individual credit purchases, or an individual credit purchase intermediary has delivered a document to be delivered under Article 35-3-10, paragraph (1) of the Act to the applicant, etc. (meaning the applicant, etc. prescribed in said paragraph; hereinafter the same shall apply in this paragraph), it shall immediately confirm that the applicant, etc. sees said document and convey to the applicant, etc. the details of the matters listed in paragraph (1), item (i) and item (ii) or item (iii).

Article 86 (1) The document to be delivered pursuant to the provisions of Article 35-3-11, paragraph (1), item (i) of the Act shall contain the following matters:

- (i) that during the period up to the day on which 20 days have passed from the day on which the document was received, the application for a contract for receiving the intermediation of individual credit purchases that pertains to a specified personal multilevel marketing contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual

- Credit Purchases may be withdrawn, or the contract for receiving the intermediation of individual credit purchases that pertains to a specified personal multilevel marketing contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases may be cancelled, in writing, based on the provisions of Article 35-3-11, paragraph (1), item (i) of the Act;
- (ii) the matters concerning the provisions of paragraph (2), paragraph (4), paragraph (5), paragraphs (7) to (9), paragraph (11), and paragraph (12) of Article 35-3-11 of the Act;
  - (iii) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
  - (iv) the date of filing the application for or concluding the contract for receiving the intermediation of individual credit purchases that pertains to a specified personal multilevel marketing contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
  - (v) the details of the contract for receiving the intermediation of individual credit purchases that pertains to a specified personal multilevel marketing contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases.
- (2) Letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used for the document.
- (3) When filling out the document, the details of the matters listed in paragraph (1), item (i) and item (ii) shall be indicated in red in a red box.
- (4) When a seller for the intermediation of individual credit purchases, a service provider for the intermediation of individual credit purchases, an individual credit purchase intermediary, a supervisor, a solicitor, or a general multilevel marketing distributor has delivered a document to be delivered under Article 35-3-11, paragraph (1), item (i) of the Act to the applicant, etc. (meaning the applicant, etc. prescribed in the part other than those listed in the items of said paragraph; hereinafter the same shall apply in this Article through to Article 88) for the contract for receiving the intermediation of individual credit purchases that pertains to a specified personal multilevel marketing contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, it shall immediately confirm that the applicant, etc. sees said document and convey to the applicant, etc. the details of the matters listed in paragraph (1), item (i) and item (ii).

Article 87 (1) The document to be delivered pursuant to the provisions of Article

- 35-3-11, paragraph (1), item (ii) of the Act shall contain the following matters:
- (i) that during the period up to the day on which eight days have passed from the day on which the document was received, the application for a contract for receiving the intermediation of individual credit purchases that pertains to a Specified Continuous Service Contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases may be withdrawn, or the contract for receiving the intermediation of individual credit purchases that pertains to a Specified Continuous Service Contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases may be cancelled, in writing, based on the provisions of Article 35-3-11, paragraph (1), item (ii) of the Act;
  - (ii) the matters concerning the provisions of paragraphs (3) to (5), paragraphs (7) to (9), and paragraphs (11) to (14) of Article 35-3-11 of the Act;
  - (iii) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
  - (iv) the date of filing the application for or concluding the contract for receiving the intermediation of individual credit purchases that pertains to a Specified Continuous Service Contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
  - (v) the details of the contract for receiving the intermediation of individual credit purchases that pertains to a Specified Continuous Service Contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases.
- (2) Letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used for the document.
- (3) When filling out the document, the details of the matters listed in paragraph (1), item (i) and item (ii) shall be indicated in red in a red box.
- (4) When a seller for the intermediation of individual credit purchases, a service provider for the intermediation of individual credit purchases, or an individual credit purchase intermediary has delivered a document to be delivered under Article 35-3-11, paragraph (1), item (ii) of the Act to the applicant, etc. for the contract for receiving the intermediation of individual credit purchases that pertains to a Specified Continuous Service Contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, it shall immediately confirm that the applicant, etc. sees said document and convey to the applicant, etc. the details of the matters listed in paragraph (1), item (i) and item (ii).

- Article 88 (1) The document to be delivered pursuant to the provisions of Article 35-3-11, paragraph (1), item (iii) of the Act shall contain the following matters:
- (i) that during the period up to the day on which 20 days have passed from the day on which the document was received, the application for a contract for receiving the intermediation of individual credit purchases that pertains to a personal business opportunity related sales contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases may be withdrawn, or the contract for receiving the intermediation of individual credit purchases that pertains to a personal business opportunity related sales contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases may be cancelled, in either case in writing, based on the provisions of Article 35-3-11, paragraph (1), item (iii) of the Act;
  - (ii) the matters concerning the provisions of paragraph (4), paragraph (5), paragraphs (7) to (9), paragraph (11), and paragraph (12) of Article 35-3-11 of the Act;
  - (iii) the name, address, and telephone number of the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases, and the individual credit purchase intermediary;
  - (iv) the date of filing the application for or concluding the contract for receiving the intermediation of individual credit purchases that pertains to a personal business opportunity related sales contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases;
  - (v) the details of the contract for receiving the intermediation of individual credit purchases that pertains to a personal business opportunity related sales contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases.
- (2) Letters and numbers in 8 point or larger as specified in JIS Z-8305 shall be used for the document.
- (3) When filling out the document, the details of the matters listed in paragraph (1), item (i) and item (ii) shall be indicated in red in a red box.
- (4) When a seller for the intermediation of individual credit purchases, a service provider for the intermediation of individual credit purchases, or an individual credit purchase intermediary has delivered a document to be delivered under Article 35-3-11, paragraph (1), item (iii) of the Act to the applicant, etc. for the contract for receiving the intermediation of individual credit purchases that pertains to a personal business opportunity related sales contract falling under the category of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases, it shall immediately confirm that the applicant,

etc. sees said document and convey to them the details of the matters listed in paragraph (1), item (i) and item (ii).

(Measures Concerning Operation of Business)

Article 89 When an individual credit purchase intermediary entrusts the safety management of information on Purchasers, etc. that it handles, the supervision of workers, and the handling of said information, pursuant to the provisions of Article 35-3-20 of the Act, it shall take necessary and appropriate measures for supervising the Entrusted Person so as to prevent the leakage or loss of or damage to said information.

Article 90 An individual credit purchase intermediary shall take measures for ensuring that it shall not use any information concerning the ability to pay of Purchasers, etc. that it has received, pursuant to the provisions of Article 35-3-20 of the Act, from a person engaging in the business of specified credit information services, etc., for any other purposes than for the investigation into the ability to pay.

Article 91 An individual credit purchase intermediary shall take measures for ensuring that it shall not use any information on Purchasers, etc. concerning their race, creed, family origin, domicile of origin, health and medical care, or criminal background, and any other special private information that it handles pursuant to the provisions of Article 35-3-20 of the Act, for any other purposes than for ensuring the proper operation of the business and any other purposes that are deemed to be necessary.

Article 92 When an individual credit purchase intermediary entrusts the business of the intermediation of individual credit purchases to a third party, pursuant to the provisions of Article 35-3-20 of the Act, it shall take the following measures, in accordance with the contents of said business:

- (i) measures for entrusting the business to a person that has the ability to perform it properly;
- (ii) measures for carrying out the necessary and appropriate supervision over the Entrusted Person, such as through inspecting whether or not the Entrusted Person is performing said business properly by confirming, regularly or as necessary, the status of the Entrusted Person's performance of said business, and through having said person make any required improvements;
- (iii) measures necessary for appropriately and promptly processing complaints from Purchasers, etc. pertaining to said business performed by the Entrusted Person;

- (iv) measures for preventing any hindrance to the protection of the interests of Purchasers, etc. pertaining to said business, such as through entrusting said business to another third party promptly in the event that the Entrusted Person cannot perform said business properly;
- (v) measures for taking necessary measures such as changing or canceling the contract for the entrustment of said business, in cases where the Entrusted Person does not perform said business properly and it is necessary for protecting the interests of Purchasers, etc. pertaining to said business.

Article 93 In cases where an individual credit purchase intermediary intends to conclude, pursuant to the provisions of Article 35-3-20 of the Act, a contract for receiving the intermediation of individual credit purchases that pertains to a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases listed in paragraph (1), item (i) or item (ii), or paragraph (3), item (i) or item (ii) of Article 35-3-9 of the Act, and when it deems, in light of the information obtained through an investigation under Article 35-3-5, paragraph (1) of the Act or by any other means, that said Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases is likely to fall under the category of a contract as listed in the items of Article 9-2, paragraph (1) of the Act on Specified Commercial Transactions, it shall not conclude the contract for receiving the intermediation of individual credit purchases that pertains to the Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases; provided, however, that this shall not apply when it has confirmed that there are any special circumstances under which the Purchaser, etc. needs to conclude said Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases.

Article 94 When an individual credit purchase intermediary takes measures necessary for appropriately and promptly processing complaints from Purchasers, etc., pursuant to the provisions of Article 35-3-20 of the Act, it shall follow the rules specified in the following items:

- (i) when receiving complaints from Purchasers, etc., the individual credit purchase intermediary shall search the causes of the matters pertaining to said complaints without delay;
- (ii) when deeming that the causes of the matters pertaining to complaints as set forth in the preceding item relate to any of the following, in light of the information obtained through the search for the causes of the complaints set forth in said item, the individual credit purchase intermediary shall investigate any matters necessary for processing said complaints, in accordance with the details of the complaints:
  - (a) that the seller for the intermediation of individual credit purchases or the

service provider for the intermediation of individual credit purchases has conducted an act falling under any of the items of Article 35-3-7 of the Act, upon carrying out the solicitation of an application for or conclusion of a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases (excluding a Contract for Sales, etc. pertaining to the Intermediation of Individual Credit Purchases related to a specified contract);

- (b) that the individual credit purchase intermediary has conducted any acts which fall short of protecting the interests of Purchasers, etc. with regard to the business pertaining to the intermediation of individual credit purchases;
- (iii) in cases where, based on the information obtained through the search for the causes of the complaints under item (i), the confirmation of information held by a certified installment sales association or by any other means, and in light of how complaints have been filed by Purchasers, etc. concerning acts which fall short of protecting the interests of Purchasers, etc. with regard to the business pertaining to the intermediation of individual credit purchases conducted by the seller for the intermediation of individual credit purchases or the service provider for the intermediation of individual credit purchases (excluding complaints the causes of which are as prescribed in Article 77, paragraph (1), item (ii) and item (iii), and (a) of the preceding item; hereinafter the same shall apply in this item) and how complaints have been filed by Purchasers, etc. concerning acts which fall short of protecting the interests of Purchasers, etc. with regard to the business pertaining to the intermediation of individual credit purchases conducted by the Other Seller, etc. for the Intermediation of Individual Credit Purchases, it is deemed that said seller for the intermediation of individual credit purchases or said service provider for the intermediation of individual credit purchases lacks in protection of the interests of Purchasers, etc. compared with said Other Seller, etc. for the Intermediation of Individual Credit Purchases, the individual credit purchase intermediary shall investigate any matters necessary for processing said complaints, in accordance with the details of the complaints;
- (iv) in cases where it is necessary, based on the results of the investigation under the preceding two items, to make improvements to the business pertaining to the intermediation of individual credit purchases, the individual credit purchase intermediary shall take the required measures.

(Means of Using Information and Communications Technology)

Article 95 (1) The electromagnetic means set forth in Article 35-3-22, paragraph (1) of the Act shall be the following:

- (i) means of using an electronic data processing system listed in (a) or (b):
    - (a) means of sending a document through a telecommunication line connecting the computer used by the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, and the computer used by the Purchaser, etc., and recording it in a file on the computer used by the recipient;
    - (b) means of providing the Purchaser, etc. with the matters to be indicated in a document which are recorded in a file on the computer used by the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, for inspection through a telecommunication line, and recording said matters in a file on the computer used by said Purchaser, etc. (in the case of consenting or refusing to accept the provision of matters through the electromagnetic means prescribed in the first sentence of Article 35-3-22, paragraph (1) of the Act, means of recording to that effect in a file on the computer used by the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary);
  - (ii) means of delivering a file, prepared in the form of a magnetic disk, CD-ROM, or any other equivalent means that may reliably store certain matters, which contains the matters to be indicated in a document.
- (2) The means listed in the preceding paragraph shall be the one that allows the Purchaser, etc. to prepare a document by outputting the contents recorded in the file.
- (3) The "electronic data processing system" set forth in paragraph (1), item (i) shall mean the electronic data processing system that connects the computer used by the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary, and the computer used by the Purchaser, etc. through a telecommunication line.

Article 96 The type and details of the means to be indicated pursuant to the provisions of Article 25, paragraph (1) of the Order shall be the following matters:

- (i) the means prescribed in paragraph (1) of the preceding Article that is used by the seller for the intermediation of individual credit purchases, the service provider for the intermediation of individual credit purchases, or the individual credit purchase intermediary;
- (ii) the method of recording in the file.

Article 97 Confirmation under Article 25, paragraph (3) of the Order shall be made by confirming that the matters have been recorded in a file on the computer used by the Purchaser, etc., in writing, orally, by cable or telephone, by means of using an electronic data processing system, or by any other means.

Article 98 The means specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-22, paragraph (2) of the Act shall be the means listed in Article 95, paragraph (1), item (ii).

### **Subsection 2 Registration, etc. of Individual Credit Purchase Intermediaries**

(Application for Registration)

Article 99 (1) A written application as set forth in Article 35-3-24, paragraph (1) of the Act shall be prepared in accordance with Form 16.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-24, paragraph (2) of the Act shall be as follows:

- (i) the record on the property prepared in accordance with Form 2 as of a certain day within one month prior to the day of submitting the written application for registration, and the balance sheet, profit and loss statements, and statements of changes in net assets for the business year immediately prior to the day of submitting the written application for registration or any alternative documents; provided, however, that with regard to a corporation that has been established in the business year containing the day of filing the application for registration, the balance sheet that is to be prepared upon the establishment of said corporation pursuant to the provisions of Article 435, paragraph (1) or Article 617, paragraph (1) of the Companies Act or any alternative documents;
- (ii) in cases where there are any additional businesses, the documents stating their types and an outline thereof;
- (iii) curricula vitae of officers;
- (iv) the list of names of shareholders or members, and the list of names of shareholders or members of the parent company, or any alternative documents;
- (v) a document stating the trade names or names of participating designated credit information institutions;
- (vi) a document stating the trade names or names of persons that have concluded a specified credit information service contract and perform the business of specified credit information services, etc.;

- (vii) the internal rules, etc. concerning the business pertaining to the intermediation of individual credit purchases (meaning rules that are to be followed by the individual credit purchase intermediary or its officers, workers, and other employees, and other equivalent rules prepared by the individual credit purchase intermediary; the same shall apply in Article 101);
  - (viii) an organization chart concerning the business pertaining to the intermediation of individual credit purchases;
  - (ix) a document to pledge that the person does not fall under any of the provisions of Article 35-3-26 paragraph (1), items (iii) to (ix) of the Act.
- (3) The provisions of Article 12, paragraph (3) shall apply mutatis mutandis to the electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-24, paragraph (3) of the Act.

(A Juridical Person Deemed to be Likely to Conduct Illegal Acts, etc.)

Article 100 The corporation specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-26, paragraph (1), item (viii) of the Act shall be that which falls under any of the following items:

- (i) a corporation which has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-35 of the Act during the period from the day on which a notice was given, pursuant to the provisions of Article 15 of the Administrative Procedure Act, pertaining to a disposition of rescission of registration on the grounds that the corporation falls under any of the items of paragraph (1) or the items of paragraph (2) of Article 35-3-32 of the Act to the day on which said disposition is made or it is determined not to make said disposition (such corporation shall exclude a corporation that has reasonable grounds for the abolition of its business of the intermediation of individual credit purchases; hereinafter the same shall apply in this Article), and for which five years have not passed from the day of making said notification;
- (ii) a person that used to be a member executing the business or any equivalent person of a corporation that has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-35 of the Act during the period set forth in the preceding item, and was in said position during the period from the day 30 days prior to the day on which a notice as set forth in the preceding item was given up to the day of abolishing said corporation (such person shall be limited to a corporation), and for which five years have not passed from the day of making said notification;
- (iii) a corporation which has, as one of its officers, a person that used to be an officer of a corporation that has made a notification under Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-

3-35 of the Act during the period set forth in item (i), and that was in said position during the period from the day 30 days prior to the day on which a notice as set forth in item (i) was given up to the day of abolishing said corporation, and for which five years have not passed from the day of making said notification.

(Systems Necessary for Securing Fair and Proper Performance of the Intermediation of Individual Credit Purchases)

Article 101 (1) The systems specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-26, paragraph (1), item (ix) of the Act shall be as follows:

- (i) a system necessary for securing the smooth implementation of an investigation as prescribed in the main clause of Article 35-3-3, paragraph (1) of the Act, an investigation as prescribed in Article 35-3-5, paragraph (1) of the Act, and any other measures as specified in the Act;
  - (ii) a system necessary for appropriately and promptly processing complaints from Purchasers, etc.;
  - (iii) sufficient internal rules, etc. shall be established so as to secure the fair and proper performance of the intermediation of individual credit purchases;
  - (iv) a system necessary for complying with the provisions of the Act, orders based on the provisions of the Act, or internal rules, etc.
- (2) The internal rules, etc. set forth in item (iii) of the preceding paragraph shall include provisions that clarify allocation of responsibility concerning the operation of the intermediation of individual credit purchases.

(Application for Registration of Change)

Article 102 (1) A written application as set forth in Article 35-3-28, paragraph (1) of the Act shall be prepared in accordance with Form 17.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-24, paragraph (2) as applied mutatis mutandis pursuant to Article 35-3-28, paragraph (2) of the Act shall be as follows:

- (i) a document certifying the matters pertaining to the change;
- (ii) when the change pertains to an officer that has newly taken office, the curriculum vitae of said officer, and a document as listed in Article 99, paragraph (2), item (ix) (limited to a document pertaining to Article 35-3-26, paragraph (1), item (v) of the Act).

(Provisions to be Applied Mutatis Mutandis)

Article 103 The provisions of Article 25 and Article 26 shall apply mutatis mutandis to the case of engaging in the intermediation of individual credit

purchases in the course of trade. In this case, the term "Article 24 of the Act (including cases where applied mutatis mutandis pursuant to Article 26 of the Act)" in Article 25 shall be deemed to be replaced with "Article 24 of the Act as applied mutatis mutandis pursuant to Article 35-3-35 of the Act," and the term "Article 26, paragraph (1) of the Act" in Article 26 shall be deemed to be replaced with "Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-35 of the Act."

### **Section 3 Designated Credit Information Institutions**

#### **Subsection 1 General Rules**

(Size of the Specified Credit Information)

Article 104 (1) The size of the specified credit information specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-36, paragraph (1), item (v) of the Act shall be [i]the number of participating registered comprehensive credit purchase intermediaries (meaning a registered comprehensive credit purchase intermediary with which a person engaging in the business of specified credit information services, etc. has concluded a specified credit information service contract; the same shall apply in item (i) of the following paragraph, and Article 106, paragraph (2), item (iv)), [ii]the number of participating registered individual credit purchase intermediaries (meaning a registered individual credit purchase intermediary with which a person engaging in the business of specified credit information services, etc. has concluded a specified credit information service contract; the same shall apply in item (ii) of the following paragraph, and Article 106, paragraph (2), item (iv)), [iii]the total amount of the obligations pertaining to the intermediation of comprehensive credit purchases and the intermediation of two months' installment purchases which have not yet become due or for which the payment obligations have not been performed and which pertain to the basic specified credit information the person holds (when a participating comprehensive credit purchase intermediary provides the amount of the fee for the intermediation of comprehensive credit purchases, including the amount of said fee (referred to as the "Specified Fee for the Intermediation of Comprehensive Credit Purchases" in Article 118, paragraph (3)); the same shall apply in item (iii) of the following paragraph), [iv]the total amount of the obligations pertaining to the intermediation of individual credit purchases and the intermediation of two months' installment purchases which have not yet become due or for which the payment obligations have not been performed and which pertain to the basic specified credit information the person holds (when a participating individual credit purchase intermediary provides the amount of the fee for the intermediation of individual credit purchases, including the

amount of said fee (referred to as the "Specified Fee for the Intermediation of Individual Credit Purchases" in Article 118, paragraph (3)); the same shall apply in item (iv) of the following paragraph), and [v]the total number of the names of the goods that were sold by the method of sales pertaining to the intermediation of individual credit purchases or the intermediation of two months' installment purchases which pertain to the basic specified credit information the person holds, or the numbers, marks or any other signs with which said goods can be identified (in the case of designated rights sold or services to be provided by the method of sales or provision pertaining to the intermediation of individual credit purchases which pertain to the basic specified credit information the person holds, the total number of the types of said rights or said services, or the numbers, marks or any other signs with which said rights or said services can be identified).

- (2) The standard specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-36, paragraph (1), item (v) of the Act shall be as follows:
- (i) that the number of participating registered comprehensive credit purchase intermediaries is 50 or more;
  - (ii) that the number of participating registered individual credit purchase intermediaries is 30 or more;
  - (iii) the total amount of the obligations pertaining to the intermediation of comprehensive credit purchases and the intermediation of two months' installment purchases which have not yet become due or for which the payment obligations have not been performed and which pertain to the basic specified credit information the person holds is 1.5 trillion yen or more;
  - (iv) the total amount of the obligations pertaining to the intermediation of individual credit purchases and the intermediation of two months' installment purchases which have not yet become due or for which the payment obligations have not been performed and which pertain to the basic specified credit information the person holds is 3 trillion yen or more;
  - (v) the total number of the names of the goods pertaining to the intermediation of individual credit purchases or the intermediation of two months' installment purchases which pertain to the basic specified credit information the person holds, or the numbers, marks or any other signs with which said goods can be identified (in the case of designated rights or services, the total number of the types of said rights or said services, or the numbers, marks or any other signs with which said rights or said services can be identified) is four million or more.
- (3) In this Section, the "intermediation of two months' installment purchases" shall mean, under the condition that a specified seller sells goods or designated rights to a purchaser or a specified service provider provides services to a

service recipient, without using a card, etc., to deliver the amount equivalent to the whole or a part of the charge for the goods or the designated rights or the value of the services to said seller or said service provider (including to deliver such amount to said seller or said service provider via a person other than said seller or said service provider), and to receive said amount from said Purchaser, etc. up to the time specified in advance within two months from the time when said Purchaser, etc. concluded a contract to purchase goods or designated rights from said seller or to receive services from said service provider.

(Financial Basis)

Article 105 The financial basis specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-36, paragraph (1), item (vi) of the Act shall be that the amount that remains after deducting the total liabilities from the total assets recorded in the balance sheet set forth in Article 35-3-37, paragraph (2), item (iv) of the Act is 500 million yen or more.

(Documents to be Attached to Written Application for Designation)

Article 106 (1) A written application as set forth in Article 35-3-37, paragraph (1) of the Act shall be prepared in accordance with Form 18.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-37, paragraph (2), item (v) of the Act shall be as follows:

- (i) a document to pledge that the person satisfies the requirements listed in Article 35-3-36, paragraph (1), item (ii) of the Act;
- (ii) a certificate issued by a public agency to the effect that any of the officers (meaning the officers set forth in Article 35-3-36, paragraph (1), item (iv) of the Act; hereinafter the same shall apply in this item, the following item, the following Article, Article 108, Article 111, paragraph (2), item (viii) and item (ix), Article 113, item (x) and item (xi), and Article 115, paragraph (2)) does not fall under Article 35-3-36, paragraph (1), item (iv), (a) and (b) (excluding cases where the officer is a foreign national);
- (iii) curricula vitae of officers (in cases where an officer is a corporation, a document stating the history of said officer; the same shall apply in Article 111, paragraph (2), item (ix) and Article 115, paragraph (2), item (ii));
- (iv) a document stating the names of the participating registered comprehensive credit purchase intermediaries and the participating registered individual credit purchase intermediaries;
- (v) a document explaining that the size of the specified credit information complies with the provisions listed in Article 35-3-36, paragraph (1), item (v) of the Act;

- (vi) a document stating the status of securing employees that have knowledge and experience on the business of specified credit information services, etc. and the status of deploying such employees;
  - (vii) a document stating the organization and segregation of the applicant's affairs;
  - (viii) a document stating other matters to be referred to.
- (3) The provisions of Article 12, paragraph (3) shall apply mutatis mutandis to the electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-37, paragraph (3) of the Act.

(Restriction on the Concurrent Holding of Positions by Officers)

- Article 107 (1) The corporation specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-38 of the Act shall be that which falls under any of the following items:
- (i) a comprehensive credit purchase intermediary or a corporation that engages in the intermediation of two months' installment purchases as its business;
  - (ii) an individual credit purchase intermediary or a corporation that engages in the intermediation of two months' installment purchases as its business;
  - (iii) a corporation that operates a money lending business as prescribed in Article 2, paragraph (1) of the Act on Controls, etc. on Money Lending Business (Act No. 32 of 1983);
  - (iv) a claim collection company as prescribed in Article 2, paragraph (3) of the Act on Special Measures concerning Business of Management and Collection of Claims (Act No. 126 of 1998);
  - (v) a corporation that operates the business of guaranteeing claims;
  - (vi) a corporation that operates the business of purchasing machinery and other goods designated by a service recipient and leasing them to said service recipient (referred to as "Leasing Business" in item (iv) of the following paragraph).
- (2) The businesses specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-38 of the Act shall be the businesses listed as follows:
- (i) a money lending business as prescribed in Article 2, paragraph (1) of the Act on Controls, etc. on Money Lending Business;
  - (ii) a business for the management and collection of claims as prescribed in Article 2, paragraph (2) of the Act on Special Measures concerning Business of Management and Collection of Claims;
  - (iii) the guaranteeing of claims;
  - (iv) a Leasing Business.

(Application, etc. for Approval for the Concurrent Holding of Positions by

Officers of Designated Credit Information Institutions)

Article 108 (1) If the representative and managing officers of a designated credit information institution intend to obtain approval under Article 35-3-38 of the Act, they shall submit a written application for approval stating the matters to be approved, attaching therewith the following documents, to the Minister of Economy, Trade and Industry, via said designated credit information institution:

- (i) a written statement of reasons;
  - (ii) curriculum vitae;
  - (iii) a document stating the method of processing ordinary business and the working conditions at the designated credit information institution;
  - (iv) in cases where they intend to engage in the ordinary business of any of the corporations listed in the items of paragraph (1) of the preceding Article (hereinafter referred to as the "Other Juridical Person" in this Article), a document stating the method of processing ordinary business at said Other Juridical Person, transactions and any other relations between the designated credit information institution and said Other Juridical Person; a document stating the articles of incorporation and the details of the final activity reports or business reports of said Other Juridical Person; the balance sheet (including related notes; the same shall apply in Article 111, paragraph (2), item (vii)), profit and loss statements (including related notes; the same shall apply in said item), surplus appropriation statement or deficit disposition statement, statements of changes in net assets (including related notes), or other documents from which the status of recent activities, property, and profit and loss of said Other Juridical Person can be ascertained;
  - (v) in cases where they intend to continuously operate any of the businesses listed in the items of paragraph (2) of the preceding Article that they now operate, a document stating the type and method of the business, the status of recent business activities, property, and profit and loss of the business, and the projected transactions and income and expenditure for one year from the day of filing the application;
  - (vi) in cases where they intends to newly operate any of the businesses listed in the items of paragraph (2) of the preceding Article, a document stating the type and method of the business, and the projected transactions and income and expenditure for one year after commencing the business;
  - (vii) a document stating any other matters that the Minister of Economy, Trade and Industry deems necessary.
- (2) When an application for approval under the preceding paragraph has been filed, the Minister of Economy, Trade and Industry shall examine whether or not the act of representing or engaging in ordinary business of the Other

Juridical Person pertaining to said application or of operating any of the businesses listed in the items of paragraph (2) of the preceding Article is unlikely to interfere with the representative or managing officers of the designated credit information institution pertaining to said application representing or engaging in ordinary business of the designated credit information institution.

### **Subsection 2 Business**

(Application for Approval for Subsidiary Business)

Article 109 (1) If a designated credit information institution intends to obtain approval under the proviso to Article 35-3-41, paragraph (1) of the Act, it shall submit a written application for approval stating the following matters to the Minister of Economy, Trade and Industry:

- (i) business for which it intends to obtain approval for subsidiary business (hereinafter referred to as a "Subsidiary Business");
- (ii) scheduled date for commencing the Subsidiary Business.

(2) The written application set forth in the preceding paragraph shall be attached with the following documents:

- (i) a document stating the details and the method of the Subsidiary Business;
- (ii) a document stating the organization and the deployment of the personnel in charge of the Subsidiary Business;
- (iii) the rules concerning the operation of the Subsidiary Business;
- (iv) a document stating the projected income and expenditure of the Subsidiary Business for three years after commencing the Subsidiary Business.

(Notification of Abolishment of Subsidiary Business)

Article 110 When a designated credit information institution intends to make a notification to the effect that it has abolished the business for which it had obtained approval as set forth in the proviso to Article 35-3-41, paragraph (1) of the Act, pursuant to the provisions of paragraph (2) of said Article, it shall submit a document stating the following matters to the Minister of Economy, Trade and Industry:

- (i) the details of the abolished business;
- (ii) the date of the abolition;
- (iii) the reason for the abolition.

(Application for Approval for Partial Entrustment of Business)

Article 111 (1) If a designated credit information institution intends to obtain approval pursuant to the provisions of Article 35-3-42, paragraph (1) of the Act, it shall submit a written application for approval stating the following matters

to the Minister of Economy, Trade and Industry:

- (i) the name or trade name and the address of the counterparty to which it entrusts the business (hereinafter referred to as the "Entrusted Person" in this Article and the following Article), and the location of the business office or office where the entrusted business is performed;
  - (ii) the details and the scope of the business to entrust;
  - (iii) the period of entrustment.
- (2) A written application as set forth in the preceding paragraph shall be attached with the following documents:
- (i) a written statement of reasons;
  - (ii) a document stating the details of the business entrustment contract;
  - (iii) a document to pledge that the Entrusted Person satisfies the requirements listed in Article 35-3-36, paragraph (1), items (ii) to (iv) of the Act;
  - (iv) a document stating the history of the Entrusted Person;
  - (v) the articles of incorporation or the articles of endowment of the Entrusted Person;
  - (vi) a document stating the method of performing the business to entrust;
  - (vii) the business report, balance sheet, and profit and loss statement for each of the most recent three fiscal years of the Entrusted Person, or any alternative documents;
  - (viii) a document stating the names or trade names of the officers of the Entrusted Person;
  - (ix) curricula vitae of officers of the Entrusted Person;
  - (x) a document stating duties for the board members (including members that execute the business, directors, and any equivalent persons, and in the case of a company with committees, meaning executive officers) of the Entrusted Person;
  - (xi) a document stating any other matters to be referred to.

(Criteria for Approval for Partial Entrustment of Business)

Article 112 When the Minister of Economy, Trade and Industry has received a written application for approval as set forth in paragraph (1) of the preceding Article and deems that the application complies with the following criteria, the Minister shall approve the application:

- (i) that the entrustment of the business contributes to enhancing the efficiency of the business;
- (ii) that the Entrusted Person is a corporation with social credibility, has a proper plan for the entrusted business, and can perform the business reliably;
- (iii) that the Entrusted Person satisfies the requirements listed in Article 35-3-36, paragraph (1), items (ii) to (iv) of the Act.

(Matters to be Indicated in Operational Rules)

Article 113 The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-43, paragraph (1), item (x) of the Act shall be as follows:

- (i) the matters concerning the hours to perform the business of specified credit information services, etc. and concerning holidays;
- (ii) the matters concerning the system to supervise employees;
- (iii) the matters concerning the preparation of a record on the business of specified credit information services, etc.;
- (iv) the matters concerning the terms of the specified credit information service contract;
- (v) the matters concerning the consent of the users or Purchasers, etc. on specified credit information to be handled in the business of specified credit information services, etc.;
- (vi) the matters concerning measures necessary to ensure that the facilities to be used for the business of specified credit information services, etc. are not easily damaged by power failures and earthquakes, fires, floods or any other disasters;
- (vii) the matters concerning measures pertaining to requests for disclosure, etc. prescribed in Article 29, paragraph (1) of the Act on the Protection of Personal Information (Act No. 57 of 2003);
- (viii) the matters concerning the notification of any changes to the articles of incorporation or any other equivalent rules;
- (ix) the matters concerning the notification of the details of any accidents in which the whole or a part of the business of specified credit information services, etc. has been suspended due to a breakdown of the electronic data processing system or any other accidental circumstances, and the matters concerning the notification of remedial measures;
- (x) in cases where an officer or an employee of the designated credit information institution or the Entrusted Person for a part of its business (hereinafter referred to as an "Officer, etc." in this item and the following item) has come to know the occurrence of any act in violation to laws and regulations or the designated credit information institution's operational rules in the course of performing the business of specified credit information services, etc. (in the case of the Entrusted Person for a part of the business, limited to the business pertaining to the part entrusted by the designated credit information institution), the matters concerning the notification of the name of the business office or office where said act occurred, the name or trade name and the title of the Officer, etc. that has conducted said act, and an outline of said act, and the matters concerning the notification of remedial

measures;

- (xi) in cases where it has been found that a participating comprehensive credit purchase intermediary or a participating individual credit purchase intermediary, or an Officer, etc. thereof has conducted any act in violation to Article 35-3-56, Article 35-3-57, or Article 35-3-59 of the Act or the designated credit information institution's operational rules, the matters concerning the notification of the name of the business office or office where said act occurred, the name or trade name and the title of the Officer, etc. that has conducted said act, and an outline of said act, and the matters concerning the notification of remedial measures;
- (xii) other necessary matters concerning the business of specified credit information services, etc.

(Matters to be Recorded in a Record on the Business of Specified Credit Information Services, etc.)

Article 114 Pursuant to the provisions of Article 35-3-45 of the Act, a designated credit information institution shall prepare a record on the following matters, with regard to the business of specified credit information services, etc., by means of documents or electromagnetic records, and shall preserve said record for three years after preparing it:

- (i) the name of the participating comprehensive credit purchase intermediary or the participating individual credit purchase intermediary that has requested the provision of the basic specified credit information, or the numbers, marks, or any other signs with which said participating comprehensive credit purchase intermediary or said participating individual credit purchase intermediary can be identified (when the designated credit information institution has received a request for the provision of the basic specified credit information from another designated credit information institution, based on a request from a participating comprehensive credit purchase intermediary or a participating individual credit purchase intermediary of the other designated credit information institution, the trade name or name of the other designated credit information institution; the name of the participating comprehensive credit purchase intermediary or the participating individual credit purchase intermediary of the other designated credit information institution that has received the request; or the number, mark, or any other signs with which said participating comprehensive credit purchase intermediary or said participating individual credit purchase intermediary can be identified);
- (ii) the name of the individual for whom the provision of the basic specified credit information was requested;
- (iii) the date on which the provision of the basic specified credit information

- was requested;
- (iv) the details of the provided basic specified credit information.

### **Subsection 3 Supervision**

(Notification of Change)

Article 115 (1) Notification under Article 35-3-50, paragraph (1) of the Act shall be made by submitting a written notification prepared in accordance with Form 19.

(2) A written notification under the preceding paragraph shall be attached with the following documents:

- (i) when the notification of the change pertains to the trade name or name, the name or the location of the principal business office or office or any other business office or office where the business of specified credit information services, etc. is performed, or the name or trade name of officers, a document certifying said change;
- (ii) when the notification of the change pertains to an officer that has newly taken office, the curriculum vitae of said officer, and documents listed in Article 35-3-37, paragraph (2), item (i) of the Act (limited to those pertaining to Article 35-3-36, paragraph (1), item (iv) of the Act).

(Submission of a Report concerning the Business or Property)

Article 116 (1) A report on the business and property that a designated credit information institution is to prepare under Article 35-3-51, paragraph (1) of the Act shall be prepared in accordance with Form 20 and be submitted to the Minister of Economy, Trade and Industry within three months after the elapse of a business year.

- (2) A report as set forth in the preceding paragraph shall be attached with financial statements as prescribed in Article 435, paragraph (2) of the Companies Act (in cases where a designated credit information institution is not a company, any alternative document) pertaining to the final business year.
- (3) In cases where a designated credit information institution cannot submit a report as set forth in paragraph (1) within the period prescribed in said paragraph due to unavoidable grounds, it may postpone the submission by obtaining approval from the Minister of Economy, Trade and Industry in advance.
- (4) When a designated credit information institution intends to obtain approval under the preceding paragraph, it shall submit a written application for approval to the Minister of Economy, Trade and Industry, together with a written statement of reasons.
- (5) When an application for approval under the preceding paragraph has been

filed, the Minister of Economy, Trade and Industry shall examine whether or not there are any grounds for deeming it unavoidable for the designated credit information institution that has filed the application to postpone the submission of the report under paragraph (3).

(Application for Suspension or Abolition)

Article 117 An application for approval under Article 35-3-53, paragraph (1) of the Act shall be filed by submitting a written application prepared in accordance with Form 21.

**Subsection 4 Participating Comprehensive Credit Purchase  
Intermediaries and Participating Individual Credit Purchase  
Intermediaries**

(Matters to be Included in Basic Specified Credit Information)

Article 118 (1) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-56, paragraph (1), item (i) of the Act shall be as follows:

- (i) the name (with the kana reading);
- (ii) the address;
- (iii) the date of birth;
- (iv) the telephone number (excluding the telephone number of the place of employment);
- (v) the trade name or name of the place of employment;
- (vi) the number of the driver's license (limited to cases where the participating comprehensive credit purchase intermediary has obtained identity confirmation as prescribed in Article 4, paragraph (1) of the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007) (hereinafter simply referred to as "Identity Confirmation") by the method of receiving the presentation of the driver's license or any other methods as listed in Article 3, paragraph (1), item (i), (a), (c), or (d) of the Ordinance for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds (Ordinance of the Cabinet Office, Ministry of Internal Affairs and Communications, Ministry of Justice, Ministry of Finance, Ministry of Health, Labour and Welfare, Ministry of Agriculture, Forestry and Fisheries, Ministry of Economy, Trade and Industry, and Ministry of Land, Infrastructure, Transport and Tourism No. 1 of 2008), or where the participating individual credit purchase intermediary has been presented with the driver's license or the notification of the number of the driver's license (including the presentation or the notification to the participating individual credit purchase intermediary via a seller for the intermediation of individual credit purchases or a service

- provider for the intermediation of individual credit purchases));
- (vii) the numbers, marks, or any other signs are indicated in documents for Identity Confirmation (meaning a passport, etc. as prescribed in Article 3, paragraph (1), item (ii) of the Ordinance for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds, the documents listed in Article 4, item (i), (c) of said Ordinance, or an alien registration certificate; hereinafter the same shall apply in this item) and with which the person can be identified (limited to cases where the participating comprehensive credit purchase intermediary has obtained Identity Confirmation by the method of receiving the presentation of documents for Identity Confirmation or any other methods as listed in Article 3, paragraph (1), item (i), (a), (c), or (d) of the Ordinance for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds, or where the participating individual credit purchase intermediary has been presented with documents for Identity Confirmation or the notification of the number, mark, or any other signs that is indicated in documents for Identity Confirmation and with which the person can be identified (including the presentation or the notification to the participating individual credit purchase intermediary via a seller for the intermediation of individual credit purchases or a service provider for the intermediation of individual credit purchases)).
- (2) The matters specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-56, paragraph (1), item (iv) of the Act shall be the matters specified in the following items, in accordance with the categories listed in the respective items:
- (i) a participating comprehensive credit purchase intermediary: the following matters:
- (a) out of the amount of the obligation pertaining to the intermediation of comprehensive credit purchases prescribed in Article 35-3-56, paragraph (1), item (iii) of the Act (including the amount of the fee for the intermediation of comprehensive credit purchases), the amount that the Purchaser, etc. is supposed to pay in a year;
- (b) the existence of any delay in the payment of the obligation pertaining to the intermediation of comprehensive credit purchases (in cases where the participating comprehensive credit purchase intermediary engages in the intermediation of two months' installment purchases as its business, and provides the amount of the obligation pertaining to the intermediation of two months' installment purchases which has not yet become due or for which the payment obligations have not been performed (excluding cases where the participating comprehensive credit purchase intermediary provides the amount of said obligation separately from the amount of the obligation pertaining to the intermediation of comprehensive credit

- purchases prescribed in Article 35-3-56, paragraph (1), item (iii) of the Act), including said intermediation of two months' installment purchases (referred to as the "Specified Intermediation of Two Months' Installment Purchases" in paragraph (3)); the same shall apply in (c) and paragraph (1) of the following Article) or any delay in the payment of the fee for the intermediation of comprehensive credit purchases;
- (c) the number, mark, or any other signs with which the intermediation of comprehensive credit purchases can be identified;
- (ii) a participating individual credit purchase intermediary: the following matters:
- (a) out of the amount of the obligation pertaining to the intermediation of individual credit purchases prescribed in Article 35-3-56, paragraph (1), item (iii) of the Act (including the amount of the fee for the intermediation of individual credit purchases), the amount that the Purchaser, etc. is supposed to pay in a year;
- (b) the existence of any delay in the payment of the obligation pertaining to the intermediation of individual credit purchases or the fee for the intermediation of individual credit purchases;
- (c) the number, mark, or any other signs with which the intermediation of individual credit purchases can be identified;
- (d) any of the following matters:
1. the name of the goods that were sold by the method of sales pertaining to the intermediation of individual credit purchases, or the number, mark, or any other signs with which said goods can be identified;
  2. the type of rights that were sold by the method of sales pertaining to the intermediation of individual credit purchases, or the number, mark, or any other signs with which said rights can be identified;
  3. the type of services that are to be provided by the method of provision pertaining to the intermediation of individual credit purchases, or the number, mark, or any other signs with which said services can be identified;
- (e) any of the following matters:
1. the quantity of the goods that were sold by the method of sales pertaining to the intermediation of individual credit purchases, or the unit of the contract for receiving the intermediation of individual credit purchases;
  2. the number of times or the period that the rights sold by the method of sales pertaining to the intermediation of individual credit purchases can be exercised, or the unit of the contract for receiving the intermediation of individual credit purchases;
  3. the number of times or the period that the services to be provided by the

method of provision pertaining to the intermediation of individual credit purchases can be received, or the unit of the contract for receiving the intermediation of individual credit purchases.

- (3) The amount of the obligation listed in Article 35-3-56, paragraph (1), item (iii) of the Act shall include the amount of the Specified Fee for the Intermediation of Comprehensive Credit Purchases, the amount of the Specified Fee for the Intermediation of Individual Credit Purchases, and the amount of the obligation pertaining to the Specified Intermediation of Two Months' Installment Purchases.

(Cases Not Requiring Consent Pertaining to the Provision, etc. of Specified Credit Information)

Article 119 (1) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-3-57, paragraph (1) of the Act shall be the cases where it is necessary for managing the obligation pertaining to the intermediation of comprehensive credit purchases or the intermediation of individual credit purchases provided prior to the time listed as follows, or the fee for intermediation of comprehensive credit purchases or the intermediation of individual credit purchases:

- (i) when a person that has concluded a specified credit information service contract with the comprehensive credit purchase intermediary or the individual credit purchase intermediary and that engages in the business of specified credit information services, etc. has been designated as set forth in Article 35-3-36, paragraph (1) of the Act;
  - (ii) when the comprehensive credit purchase intermediary or the individual credit purchase intermediary has concluded a specified credit information service contract with a designated credit information institution.
- (2) A participating comprehensive credit purchase intermediary may obtain consent as listed in the items of Article 35-3-57, paragraph (2) of the Act comprehensively from Purchaser, etc., in writing or in electromagnetic form, in advance.

(Means of Using Information and Communications Technology)

Article 120 The electromagnetic means set forth in Article 35-3-57, paragraph (1) and paragraph (2) of the Act shall be the following:

- (i) means of using an electronic data processing system as listed in (a) or (b):
  - (a) means of sending a document through a telecommunication line connecting the computer used by the participating comprehensive credit purchase intermediary or the participating individual credit purchase intermediary, and the computer used by the user or the Purchaser, etc., and recording it in a file on the computer used by the participating

comprehensive credit purchase intermediary or the participating individual credit purchase intermediary;

- (b) means of providing the user or the Purchaser, etc. with the matters concerning the consent of the user or the Purchaser, etc. which are recorded in a file on the computer used by the participating comprehensive credit purchase intermediary, or the participating individual credit purchase intermediary for inspection through a telecommunication line, and recording the matters concerning the consent of the user or the Purchaser, etc. in a file on the computer used by the participating comprehensive credit purchase intermediary or the participating individual credit purchase intermediary;
- (ii) means of delivering a file, prepared in the form of a magnetic disk, CD-ROM, or any other equivalent means that may reliably store certain matters, which contains the matters concerning the consent of the user or the Purchaser, etc.

(Preparation, etc. of a Record on Consent Pertaining to the Provision, etc. of Specified Credit Information)

Article 121 A participating comprehensive credit purchase intermediary or a participating individual credit purchase intermediary shall prepare a record on the consent prescribed in Article 35-3-57, paragraph (3) of the Act, by means of documents or electromagnetic records, and shall preserve said record while the designated credit information institution holds specified credit information based on said consent.

#### **Chapter IV Specified Prepaid Transactions**

(Application for License)

Article 122 (1) A written application as set forth in Article 12, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be prepared in accordance with Form 22.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 12, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be as follows:

- (i) the record on the property prepared in accordance with Form 2 as of a certain day within one month prior to the day of submitting the written application for a license, the record on the income and expenditure for the business year immediately prior to the day of submitting the written application for a license prepared in accordance with Form 3, and the balance sheets, profit and loss statements, and statements of changes in net assets for the last five business years immediately prior to the day of

- submitting the written application for a license (with regard to a corporation whose business term is six months, for the last ten business terms), or any alternative documents;
- (ii) documented business plans for the coming five business years (with regard to a corporation whose business term is six months, for the coming ten business terms) after obtaining a license that contain the following matters:
    - (a) plans for transactions by the specified prepaid transactions method;
    - (b) income and expenditure plans;
    - (c) financial plans;
  - (iii) curricula vitae of officers;
  - (iv) a document to pledge that the person does not fall under any of the provisions of Article 15, paragraph (1), items (vi) to (viii) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act;
  - (v) when the person has any agency office related to specified prepaid transactions, a copy of the agency contract;
  - (vi) when the person has any brokerage office related to specified prepaid transactions, a copy of the brokerage contract;
  - (vii) the amount of transactions by the specified prepaid transactions method, for one year prior to the day of filing an application.
- (3) The provisions of Article 12, paragraph (3) shall apply mutatis mutandis to the electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 12, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act.

(Criteria for the Terms of a Contract for Specified Prepaid Transactions)

Article 123 (1) The criteria specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 15, paragraph (1), item (v) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be as follows:

- (i) there shall be columns to indicate the following matters:
  - (a) the name and address of the person that has obtained a license as set forth in Article 35-3-61 of the Act (hereinafter referred to as the "Specified Prepaid Transactions Operator" in this Chapter);
  - (b) the type or the scope of goods or designated services pertaining to the contract;
  - (c) the total amount of money that the purchaser or person being provided with designated services (hereinafter referred to as the "Purchaser, etc." in this Chapter) shall pay based on said contract (hereinafter such amount shall be referred to as the "Amount of the Contract");
  - (d) the amount of each payment pertaining to the contract for specified prepaid transactions, the number of payments, and the time and the

method of the payments;

(ii) the matters set forth in the left-hand column of the following table shall be indicated and the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters to be indicated	Criteria
(i) matters concerning the issuance of receipts	it is provided that where payments are to be collected or brought in, receipts shall be issued
(ii) matters concerning a notice after the full payment of the charge for goods or the value of designated services	the method of giving a notice is provided where the full amount of the charge for goods or the value of designated services have been paid off
(iii) matters concerning the time of the delivery of goods or the offering of designated services	it is provided that goods shall be delivered or designated services shall be offered on or after a certain day within one month after the full payment of the charge or the value that is to be paid before receiving the delivery of goods or the offering of designated services
(iv) matters concerning money other than the Amount of the Contract that the Purchaser, etc. is to pay	it is provided that with regard to whether or not there is any money other than the Amount of the Contract that the Purchaser, etc. is to pay and on the decision of the amount of such money, if any, necessary explanations shall be made and the consent of the Purchaser, etc. shall be obtained before the Purchaser, etc. receives the delivery of goods or the offering of designated services.
(v) matters concerning the deposit, etc. of the business security money or security money for prepaid services	the name and location of the depository in which the business security money or security money for prepaid services is being deposited or the Entrusted Person of the deposit entrustment contract are indicated

<p>(vi) matters concerning the refund of the business security money or security money for prepaid services</p>	<p>it is indicated that the Purchaser, etc. may receive tenders for the claims arising from the contract from the business security money or security money for prepaid services</p>
<p>(vii) matters concerning the cancellation of the contract</p>	<p>it is provided that the cancellation of the contract due to a failure of the Purchaser, etc. to perform the obligation to make payments is allowed only when the failure to perform the obligation has continued for a certain period of time as specified by the Specified Prepaid Transactions Operator, and the Specified Prepaid Transactions Operator has demanded the payment in writing specifying a reasonable period of not less than 20 days but there has been a failure to perform the obligation within said period, and that in cases where the purpose of the contract can no longer be achieved due to a cause imputable to the Specified Prepaid Transactions Operator or any other cases where the Purchaser, etc. deems it necessary, the Purchaser, etc. may cancel said contract, and the procedures for notifying the cancellation is specified</p>
<p>(viii) matters concerning the amount of damages, etc. due to the cancellation of the contract</p>	<p>it is provided that the Specified Prepaid Transactions Operator shall refund the amount obtained by deducting the expenses generally required for concluding and performing the contract from the amount already paid by the Purchaser, etc., during a certain period within 45 days, [i]from the day of cancelling the contract if the contract is cancelled due to a cause imputable to the Purchaser, etc., or [ii]from the day on which a notification was made through the procedures set forth in row (vii) above if the contract is cancelled with a notification by the Purchaser, etc.; and said amount to be refunded is clearly indicated in a way by which the Purchaser, etc. can easily make a calculation; provided, however, that it is provided that in cases where the contract is cancelled due to a cause imputable to the Specified Prepaid Transactions Operator, the Specified Prepaid Transactions Operator shall refund, without delay, the sum of the amount already paid plus a certain amount not less than the amount obtained by multiplying the amount already paid by the statutory interest rate</p>
<p>(ix) matters concerning the inquiries on the contract, etc.</p>	<p>the name, address, and telephone number of the organization to which the Purchaser, etc. can make inquiries or hold consultations regarding said contract are indicated</p>

(iii) the following matters shall not be indicated:

- (a) that in cases where the terms of the contract for specified prepaid transactions are reissued, fees exceeding the expenses generally required for the reissuance are charged;
  - (b) that the Specified Prepaid Transactions Operator may change the details of the contract or raise the Amount of the Contract after concluding the contract without obtaining the consent of the Purchaser, etc.;
  - (c) any special agreements as prescribed in Article 27, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act;
  - (d) a special agreement to the effect that the Purchaser, etc. may not cancel the contract;
  - (e) a special agreement that is significantly disadvantageous to the Purchaser, etc. with regard to the jurisdiction of the court that covers actions pertaining to said contract;
  - (f) regarding the details of goods or designated services pertaining to the contract, any matter that differs vastly from the truth or misleads people into believing that they are vastly better or more advantageous than they are in reality.
  - (g) in addition to what are listed in (a) to (f), any special agreements that are in violation of laws and regulations or significantly disadvantageous to the Purchaser, etc.;
- (iv) the matters listed as follows shall be indicated in red in a red box:
- (a) to the effect that the Purchaser, etc. should carefully read the details of the terms of the contract for specified prepaid transactions;
  - (b) to the effect that the Specified Prepaid Transactions Operator is obliged to take preservative measures for advances received for the amount equivalent to 50 percent of the total amount of the advance received, pursuant to the provisions of Article 18-3 of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act;
  - (c) the number of days required for the refund of money for cancellation in cases where the contract is cancelled with a notification by the Purchaser, etc. (excluding cases where the contract is cancelled due to a cause imputable to the Specified Prepaid Transactions Operator).
- (2) For the terms of the contract for specified prepaid transactions set forth in the preceding paragraph, letters and numbers in 8 point or larger (for the matters listed in item (iv) of said paragraph, letters and numbers in 10 point or larger) as specified in JIS Z-8305 shall be used.

(Income and Expenditure Ratio, etc. Pertaining to Order for Improvement, etc.)  
 Article 124 (1) The ratio specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (i) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be 100

percent.

- (2) The ratio specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (ii) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be 80 percent.
- (3) The cases specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 20-2, paragraph (1), item (iii) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act shall be as follows:
  - (i) when the amount that remains after deducting the total amount of liabilities from the total amount of assets is less than the amount of stated capital or capital contributions;
  - (ii) when the total amount of Reservation Advances Received or the total amount of liabilities is significantly excessive in light of the status of the property;
  - (iii) when costs for deferral pertaining to specified prepaid transactions are recorded in an inflated manner or accounting procedures are otherwise unsound;
  - (iv) when the amount that may be allocated for the tender arising from the contract for specified prepaid transactions based on preservative measures for advances received, as of the base date, is less than the base amount for said base date;
  - (v) when the guidance and supervision for bill collectors and other workers is not sufficient;
  - (vi) when the guidance for agency offices (when an agency office is a corporation, the guidance for members, directors, executive officers, and other representatives of the corporation that execute the business) is not sufficient;
  - (vii) when the Specified Prepaid Transactions Operator has failed to convey the truth to the Purchaser, etc. or has conveyed to the Purchaser, etc. false information or information that may cause a misunderstanding, with regard to important matters concerning the contract for specified prepaid transactions that may affect the judgment of the Purchaser, etc.;
  - (viii) when the Specified Prepaid Transactions Operator has failed to convey any disadvantageous facts to the Purchaser, etc. and has had the Purchaser, etc. extinguish the existing contract for specified prepaid transactions and apply for a new contract for specified prepaid transactions, or has had the Purchaser, etc. apply for a new contract for specified prepaid transactions and thereby extinguish the existing contract for specified prepaid transactions;
  - (ix) when the obligations stated in the terms of the contract for specified prepaid transactions have not been performed;
  - (x) when the details of the terms of the contract for specified prepaid

transactions do not comply with the criteria set forth in the preceding Article.

(Provisions to be Applied Mutatis Mutandis)

Article 125 The provisions of Articles 14 to 21 and Articles 23 to 26 shall apply mutatis mutandis to the case of engaging in specified prepaid transactions in the course of trade. In this case, the term "Article 16, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2) and Article 22, paragraph (3) of the Act)" in Article 14 shall be deemed to be replaced with "Article 35-3-62 of the Act; and Article 16, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 18, paragraph (2) and Article 22, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 17, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 18-3, paragraph (5), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act)" in Article 15 and Article 16, paragraph (1) shall be deemed to be replaced with "Article 35-3-62 of the Act; and Article 17, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 18, paragraph (2), Article 18-3, paragraph (5), Article 22, paragraph (3), and Article 22-2, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 18-4, paragraph (1) and Article 22, paragraph (2) of the Act" in Article 17 shall be deemed to be replaced with "Article 18-4, paragraph (1) and Article 22, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 18-5, paragraph (3) of the Act" in Article 18, paragraph (1) shall be deemed to be replaced with "Article 18-5, paragraph (3) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 18-5, paragraph (5) of the Act" in paragraph (2) of said Article shall be deemed to be replaced with "Article 18-5, paragraph (5) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 18-6, paragraph (2) of the Act" in Article 19, paragraph (1) and paragraph (2) shall be deemed to be replaced with "Article 18-6, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 12, paragraph (2), item (iv)" in paragraph (2), item (i) of said Article shall be deemed to be replaced with "Article 122, paragraph (2), item (iv)"; the term "Article 19, paragraph (1) of the Act" in Article 20, paragraph (1) shall be deemed to be replaced with "Article 19, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 19, paragraph (2) of the Act" in paragraph (2) of said Article shall be deemed to be replaced with "Article 19, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 12, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 19,

paragraph (4) of the Act" in paragraph (3) of said Article shall be deemed to be replaced with "Article 12, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 19, paragraph (4) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 19, paragraph (1) of the Act" in item (i) of said paragraph shall be deemed to be replaced with "Article 19, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 12, paragraph (2), item (iv)" in (b) of said item shall be deemed to be replaced with "Article 122, paragraph (2), item (iv)"; the term "Article 15, paragraph (1), item (viii) of the Act" in (b) of said item shall be deemed to be replaced with "Article 15, paragraph (1), item (viii) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 19, paragraph (2) of the Act" in item (ii) of said paragraph shall be deemed to be replaced with "Article 19, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "terms of the contract for prepaid installment sales" in item (ii) of said paragraph shall be deemed to be replaced with "terms of the contract for specified prepaid transactions"; the term "Article 19-2 of the Act" in Article 21, paragraph (1) and paragraph (3) shall be deemed to be replaced with "Article 19-2 of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "name of the goods" in paragraph (3), item (iii) of said Article shall be deemed to be replaced with "type or the scope of the goods or the designated services pertaining to the contract"; the term "the charge for the goods" in item (iv) of said paragraph shall be deemed to be replaced with "the charge for the goods or the value of the designated services"; the term "Article 20-2, paragraph (2) of the Act" in Article 23, paragraph (1), paragraph (2), and paragraph (4) shall be deemed to be replaced with "Article 20-2, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 16, paragraph (1), Article 18, paragraph (1), and Article 22, paragraph (1) of the Act" in paragraph (4), item (xx) of said Article shall be deemed to be replaced with "Article 16, paragraph (1), Article 18, paragraph (1), and Article 22, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 18-3, paragraph (1) and Article 22, paragraph (2) of the Act" in item (xxi) of said paragraph shall be deemed to be replaced with "Article 18-3, paragraph (1) and Article 22, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 20-2, paragraph (2) of the Act" in paragraph (5) of said Article shall be deemed to be replaced with "Article 20-2, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 20-4, paragraph (2) of the Act" in Article 24 shall be deemed to be replaced with "Article 20-4, paragraph (2) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; the term "Article 24 of the

Act (including cases where applied mutatis mutandis pursuant to Article 26 of the Act)" in Article 25 shall be deemed to be replaced with "Article 35-3-62 of the Act; and Article 24 of the Act as applied mutatis mutandis pursuant to Article 26 of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act"; and the term "Article 26, paragraph (1) of the Act" in Article 26 shall be deemed to be replaced with "Article 26, paragraph (1) of the Act as applied mutatis mutandis pursuant to Article 35-3-62 of the Act."

## **Chapter V Designated Entrusted Institutions**

(Application for Designation)

Article 126 (1) A written application as set forth in Article 35-4, paragraph (2) of the Act shall be prepared in accordance with Form 23.

(2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-4, paragraph (3) of the Act shall be as follows:

(i) a certificate of the registered matters;

(ii) the record on the property prepared in accordance with Form 2 as of a certain day within one month prior to the day of submitting the written application for designation, the record on the income and expenditure for the business year immediately prior to the day of submitting the written application for designation prepared in accordance with Form 3, and the balance sheets (including related notes), profit and loss statements (including related notes), and statements of changes in net assets (including related notes) for the last two business years immediately prior to the day of submitting the written application for designation (with regard to a corporation whose business term is six months, for the last four business terms);

(iii) curricula vitae of officers;

(iv) a document to pledge that the person does not fall under any of the provisions of Article 35-5, items (v) to (vii) of the Act.

(3) The provisions of Article 12, paragraph (3) shall apply mutatis mutandis to the electromagnetic record specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-4, paragraph (4) of the Act.

(Statement of Business Methods, etc.)

Article 127 (1) The statement of business methods set forth in Article 35-4, paragraph (3) of the Act shall contain the following matters:

(i) the scope of the purpose of the entrusted business;

(ii) the limit of the entrustment;

(iii) the limit of the entrustment per consignor under the deposit entrustment contract for the security money for prepaid services (hereinafter simply

- referred to as a "Consignor");
  - (iv) the matters concerning the method of concluding the deposit entrustment contract for the security money for prepaid services (hereinafter referred to as the "Deposit Entrustment Contract");
  - (v) the matters concerning the commission;
  - (vi) the matters concerning the criteria for refusing to conclude the Deposit Entrustment Contract;
  - (vii) the matters concerning the method of investigating the status of the business and property of the Consignor;
  - (viii) the matters concerning the method of asset management;
  - (ix) other necessary matters concerning the operation of the business.
- (2) The documented business plan set forth in Article 35-4, paragraph (3) of the Act shall contain plans for entrusted business by major Consignors, income and expenditure plans, and financial plans for the coming three business years (with regard to a corporation whose business term is six months, for the coming six business terms) after being designated.

(Criteria for the Terms of a Deposit Entrustment Contract for the Security Money for Prepaid Services)

Article 128 The criteria specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 35-5, item (iv) of the Act shall be as follows:

- (i) there shall be columns to indicate the following matters:
  - (a) the name and address of the Entrusted Person under the Deposit Entrustment Contract (hereinafter simply referred to as the "Entrusted Person");
  - (b) the name and address of the Consignor;
  - (c) the contract number;
  - (d) the date of the contract;
  - (e) the amount of the entrustment based on the Deposit Entrustment Contract;
  - (f) the amount of the commission;
  - (g) contract term;
- (ii) the matters set forth in the left-hand column of the following table shall be indicated and the details thereof must be in accordance with the criteria specified respectively in the right-hand column of said table:

Matters to be indicated	Criteria
(i) matters concerning the obligation of deposit	causes and details of the obligation of deposit comply with the provisions of Article 18-3, paragraph (3) of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act)

(ii) matters concerning the preservation of claims accruing from the performance of the obligation of deposit	it is provided that the Entrusted Person may have the Consignor provide security when the Entrusted Person finds it necessary for preserving claims that accrue from the performance of the obligation of deposit
(iii) matters concerning the obligation of the Consignor to give a notice	it is provided that in cases where any fact that may have a significant impact on the operation of the Consignor's business occurs, the Consignor should give a notice to that effect to the Entrusted Person without delay
(iv) matters concerning investigation	it is provided that the Entrusted Person may investigate the status of the Consignor's business and property or have the Consignor make a report thereon when the Entrusted Person finds it necessary for performing the entrusted business

(iii) the following matters shall not be indicated:

- (a) agreement that in cases where the Entrusted Person has deposited security money for prepaid services based on the Deposit Entrustment Contract, the Entrusted Person is to waive the right to reimbursement from the Consignor;
- (b) in addition to the matters listed in (a), any other agreement that may significantly hinder the sound performance of the entrusted business.

(Notification of Change)

Article 129 (1) Notification under Article 35-6 of the Act shall be made by submitting a written notification prepared in accordance with Form 9.

(2) The written notification under the preceding paragraph shall be attached with the following document:

- (i) when the notification of change is for the trade name, the name or location of the head office or other business offices, the amount of the stated capital, the names or addresses of officers, or the articles of incorporation, a document certifying said change;
- (ii) when the notification of change is for an officer that has newly taken office, the curriculum vitae of said officer, and a document as listed in Article 126, paragraph (2), item (iv) (limited to a document pertaining to Article 35-5, item (vii) of the Act).

(Notification of Abolishment)

Article 130 Notification under Article 35-7, paragraph (1) of the Act shall be made by submitting a written notification prepared in accordance with Form 24.

(Submission of Documented Business Plan, etc.)

- Article 131 (1) The documented business plan set forth in Article 35-8, paragraph (1) of the Act shall contain plans for entrusted business, income and expenditure plans, and financial plans for each major Consignor.
- (2) Notification under Article 35-8, paragraph (2) of the Act shall be made by submitting a written notification prepared in accordance with Form 25.
- (3) A business report under Article 35-8, paragraph (3) of the Act shall be prepared in accordance with Form 26.

### **Chapter VI Proper Management, etc. of Credit Card Numbers, etc.**

(Proper Management of Credit Card Numbers, etc.)

Article 132 (1) The standards specified by Ordinance of Ministry of Economy, Trade and Industry set forth in Article 35-16, paragraph (1) of the Act shall be as follows:

- (i) the authority and liability of employees concerning the proper management of credit card numbers, etc. are clearly defined and rules for said management are developed to conduct the proper management of credit card numbers, etc. in line with said rules;
- (ii) the education and training necessary for conducting the proper management of credit card numbers, etc. is provided for employees, and employees are supervised, as necessary and properly, when they handle credit card numbers, etc., so as to ensure the proper management of said credit card numbers, etc.;
- (iii) measures are taken to prevent unauthorized access to facilities or equipment that preserve documents containing credit card numbers, etc., places where computers and terminals for processing credit card numbers, etc. are equipped, and other facilities where credit card numbers, etc. are handled;
- (iv) measures are taken to prevent any person without due authority from operating computers and terminals for processing credit card numbers, etc., and the operation of the computers and terminals is recorded;
- (v) when any leakage or loss of, or damage to credit card numbers, etc. or any other accident pertaining to the management of credit card numbers, etc. (hereinafter referred to as an "Accident such as Leakage" in this paragraph and the following Article) has occurred at a credit card, etc. purchase intermediary, a brokerage agency of advance payment, or a credit card number, etc. holding agency, necessary measures are taken to prevent a person other than users from purchasing goods or rights from the specified seller or from being provided with services by the specified service provider

by notifying the seller or service provider of said credit card numbers, etc.;

(vi) when any Accident such as Leakage has occurred at a credit card, etc.

purchase intermediary, said credit card, etc. purchase intermediary takes necessary measures to prevent any similar Accident such as Leakage from occurring again.

- (2) The provisions of items (i) to (iv), and item (vi) of the preceding paragraph shall apply mutatis mutandis to the standards specified by Ordinance of Ministry of Economy, Trade and Industry set forth in Article 35-16, paragraph (3) of the Act. In this case, the term "credit card, etc. purchase intermediary" in item (vi) of the preceding paragraph shall be deemed to be replaced with "brokerage agency of advance payment."

Article 133 (1) The standards specified by Ordinance of Ministry of Economy, Trade and Industry set forth in Article 35-16, paragraph (4) of the Act shall be as specified in the following paragraph through to paragraph (5).

- (2) A credit card, etc. purchase intermediary or a brokerage agency of advance payment shall take the following measures in advance to the seller or the service provider listed in Article 35-16, paragraph (4), item (i) or item (ii) (hereinafter referred to as the "Seller, etc." in this Article):

(i) when any Accident such as Leakage has occurred at the Seller, etc., necessary measures for the credit card, etc. purchase intermediary or the brokerage agency of advance payment to grasp the status of said accident at an early stage, through such means as notifying said Seller, etc. that it should contact the credit card, etc. purchase intermediary or the brokerage agency of advance payment to report the status of said accident;

(ii) when any Accident such as Leakage has occurred at any of the Entrusted Persons, etc. (meaning the third party that has been entrusted with the whole or a part of the handling of credit card numbers, etc. by the Seller, etc. or the person that has been entrusted by said third party (including an entrustment via two or more steps)), necessary measures for the credit card, etc. purchase intermediary or the brokerage agency of advance payment to grasp the status of said accident at an early stage, through such means as notifying said Seller, etc. that it should contact the credit card, etc. purchase intermediary or the brokerage agency of advance payment to report the status of said accident via said Seller, etc.;

(iii) to notify the Seller, etc. that, when any Accident such as Leakage has occurred at the Seller, etc., the credit card, etc. purchase intermediary or the brokerage agency of advance payment will provide the Seller, etc. with guidance for taking the measures set forth in the following paragraph;

(iv) when any Accident such as Leakage has occurred at any of the Entrusted Persons, etc., the credit card, etc. purchase intermediary or the brokerage

agency of advance payment shall notify the Entrusted Person, etc., via the Seller, etc. that has entrusted the whole or a part of the handling of credit card numbers, etc. to the Entrusted Person, etc. (including an entrustment via two or more steps), that it will provide the Entrusted Person, etc. with guidance for taking the measures set forth in paragraph (4).

- (3) A credit card, etc. purchase intermediary or a brokerage agency of advance payment shall provide the Seller, etc. that has caused an Accident such as Leakage with guidance for taking necessary measures to prevent any similar Accident such as Leakage from occurring again.
- (4) A credit card, etc. purchase intermediary or a brokerage agency of advance payment shall provide the Entrusted Person, etc. that has caused an Accident such as Leakage with guidance for taking necessary measures to prevent any similar Accident such as Leakage from occurring again, via the Seller, etc. that has entrusted the whole or a part of the handling of credit card numbers, etc. to the Entrusted Person, etc.
- (5) In cases where a credit card, etc. purchase intermediary or a brokerage agency of advance payment entrusts the whole or a part of the handling of credit card numbers, etc., it shall supervise the entrusted third party and the person that has been entrusted by said third party (including an entrustment via two or more steps), as necessary and proper, so as to ensure the proper management of said credit card numbers, etc.

## **Chapter VII Certified Installment Sales Association**

(Application for Certification of Certified Installment Sales Association)

- Article 134 (1) A written application as set forth in Article 35-18 of the Act shall be prepared in accordance with Form 27.
- (2) The documents specified by Ordinance of the Ministry of Economy, Trade and Industry set forth in Article 29, paragraph (2) of the Order shall be as follows:
    - (i) operational rules and other regulations;
    - (ii) the inventory of property as of the most recent business year (with regard to a corporation that has been established in the business year containing the day of filing the application, as of the time of the establishment) or any other documents showing that the association has a financial basis;
    - (iii) curricula vitae of officers.

(Information Pertaining to a Seller, etc. for the Intermediation of Comprehensive Credit Purchases or a Seller, etc. for the Intermediation of Individual Credit Purchases that is Necessary for Protecting the Interests of Users, etc.)

Article 135 The information specified by Ordinance of the Ministry of Economy,

Trade and Industry set forth in Article 35-20 of the Act shall be the following information:

- (i) in cases where an investigation under Article 60, item (ii) (limited to the part pertaining to (a) of said item) or item (iii) has been carried out, the facts and the grounds for said investigation;
- (ii) in cases where the contract for the intermediation of comprehensive credit purchases that was concluded with the seller, etc. for the intermediation of comprehensive credit purchases as prescribed in Article 35-20 of the Act (limited to the seller or the service provider that has concluded a contract for the intermediation of comprehensive credit purchases with a comprehensive credit purchase intermediary that is a member; hereinafter referred to as a "Seller, etc. for the Intermediation of Comprehensive Credit Purchases" in this Article) has been cancelled on the grounds that said Seller, etc. for the Intermediation of Comprehensive Credit Purchases has conducted any acts which fall short of protecting the interests of users or Purchasers, etc. with regard to the business pertaining to the intermediation of comprehensive credit purchases, the facts and the grounds for said cancellation;
- (iii) in cases where an investigation under Article 77, paragraph (1), item (ii) or item (iii), or Article 94, item (ii) (limited to the part pertaining to (a) of said item) or item (iii) has been carried out, the facts and the grounds for said investigation;
- (iv) in cases where the contract for the intermediation of individual credit purchases that was concluded with the seller, etc. for the intermediation of individual credit purchases as prescribed in Article 35-20 of the Act (hereinafter referred to as a "Seller, etc. for the Intermediation of Individual Credit Purchases" in this Article) has been cancelled on the grounds that said Seller, etc. for the Intermediation of Individual Credit Purchases has conducted any acts which fall short of protecting the interests of Purchasers, etc. with regard to the business pertaining to the intermediation of individual credit purchases, the facts and the grounds for said cancellation;
- (v) the name, address, telephone number, and date of birth of the Seller, etc. for the Intermediation of Comprehensive Credit Purchases or the Seller, etc. for the Intermediation of Individual Credit Purchases pertaining to the information listed in the preceding items (with regard to a corporation, its name, address, and telephone number, and the name and date of birth of its representative).

## **Chapter VIII Miscellaneous Provisions**

(Collection of Reports)

Article 136 The person listed in column 1 of the following table shall submit the

documents listed in column 2 of said table to the person listed in column 4 of said table by the time limit listed in column 3 of said table:

Person who is to submit documents	Documents to be submitted	Time limit	Person to whom documents are to be submitted
(i) licensed installment sellers or persons who have obtained a license as set forth in Article 35-3-61 of the Act	the report on the property and the income and expenditure prepared in accordance with Form 28 or the record on the property prepared in accordance with Form 2 as of the final day of the business year, and the balance sheets (including related notes; the same shall apply hereinafter), profit and loss statements (including related notes; the same shall apply hereinafter), and statements of changes in net assets (including related notes; the same shall apply hereinafter) for said business year, or any alternative documents	after the end of each business year, without delay	to the Minister of Economy, Trade and Industry via the Director of the Regional Bureau of Economy, Trade and Industry who has jurisdiction over the location of the principal office
	the report on the status of Reservation Advances Received and the number of contracts for prepaid installment sales or contracts for specified prepaid transactions during the period from April to September and from October to March, which is prepared in accordance with Form 29	within 50 days from the final day of the final month in each term, every year	

(ii) registered comprehensive credit purchase intermediaries or registered individual credit purchase intermediaries	the record on the property prepared in accordance with Form 2 as of the final day of the business year, and the balance sheet, profit and loss statements, and statements of changes in net assets, or any alternative documents, and business report for said business year	after the end of each business year, without delay	to the Director of the Regional Bureau of Economy, Trade and Industry who has jurisdiction over the location of the principal office
(iii) designated entrusted institutions (excluding those whose business term is six months or shorter)	the summary report on the property prepared in accordance with Form 30 as of the day on which six months have passed from the final day of each business year	within 50 days from the day on which six months have passed from the final day of each business year	to the Minister of Economy, Trade and Industry
(iv) designated entrusted institutions	the report on the status of the conclusion of Deposit Entrustment Contracts as of the day on which 50 days have passed from the day following the base date, which is prepared in accordance with Form 31	within 30 days from the day on which 50 days have passed from the day following the base date	to the Minister of Economy, Trade and Industry
(v) certified installment sales associations	the inventory of property as of the end of the previous business year, the settlements of accounts for the previous business year and income and expenditure budget for the relevant business year, and the business report for the previous business year and documented business plan for the relevant business year	within three months after the elapse of each business year	to the Minister of Economy, Trade and Industry

(Certificate to Identify the Status of Officials)

Article 137 The certificate to identify the status of the officials prescribed in Article 41, paragraph (6) of the Act shall be prepared in accordance with Form 32.

(Hearing of Opinions)

- Article 138 (1) A hearing of opinions under Article 42, paragraph (1) of the Act or Article 44, paragraph (1) of the Act shall be held at an open hearing chaired by the Minister of Economy, Trade and Industry or an official appointed thereby or the Director of the Regional Bureau of Economy, Trade and Industry or an official appointed thereby.
- (2) When the Minister of Economy, Trade and Industry or the Director of the Regional Bureau of Economy, Trade and Industry intends to hold an open hearing, the Minister shall notify the objector or the applicant for examination and any other participants of the case name, the date and place of the open hearing, and the summary of the case, and give a public notice thereof up to 20 days prior to the date of the open hearing.
- (3) A person that intends to attend the open hearing to state opinions as an interested person (excluding a participant) shall submit a document containing the following matters to the Minister of Economy, Trade and Industry or the Director of the Regional Bureau of Economy, Trade and Industry up to ten days prior to the date of the open hearing:
- (i) the name and address;
  - (ii) prima-facie evidence showing that the person has any interest in the case;
  - (iii) an outline of the opinions.
- (4) The Minister of Economy, Trade and Industry or the Director of the Regional Bureau of Economy, Trade and Industry shall designate persons that may attend the open hearing to state opinions from among persons that have submitted the document pursuant to the provisions of the preceding paragraph, and notify the persons the Minister or Director has designated to that effect by three days prior to the date of the open hearing.
- (5) At the open hearing, no other person than the objector or the applicant for examination, participants, persons designated as prescribed in the preceding paragraph, and their agents shall be allowed to state opinions.
- (6) Agents of the objector or the applicant for examination, participants, or persons designated as prescribed in paragraph (4) shall submit a document certifying their capacity to representation to the chairperson.
- (7) When a person that attends the open hearing to state opinions makes statements beyond the scope of the case, or when a person that attends the open hearing disturbs the order of the hearing or acts in a disturbing manner, the chairperson may prohibit such person from making statements or may order such person to leave.
- (8) The chairperson may postpone or continue an open hearing, if the chairperson finds this to be necessary. In this case, the chairperson shall decide on the date and place of the next open hearing, notify the objector or the applicant for

examination, participants, or persons designated as prescribed in paragraph (4) of this, and give a public notice thereof.

(9) The chairperson shall prepare a record for the open hearing that contains the following matters and affix their signature and seal to the record:

- (i) the title of the case;
- (ii) the date and place of the open hearing;
- (iii) the title and name of the chairperson;
- (iv) the names and addresses of the objector or the applicant for examination, and participants, or their agents that attended the open hearing;
- (v) names and addresses of the persons designated as prescribed in paragraph (4) or their agents that attended the open hearing;
- (vi) the names of any other attendants;
- (vii) arguments or statements, or a summary thereof;
- (viii) the details of the presented evidence;
- (ix) any other major matters concerning the developments of the open hearing.
- (x) The objector or the applicant for examination, or their agents may inspect the record prescribed in the preceding paragraph. The same shall apply to participants, persons designated as prescribed in paragraph (4), any other persons that have submitted written prima-facie evidence showing that they have any interest in the case, and their agents.

(Hearings)

Article 139 A notice under Article 15, paragraph (1) of the Administrative Procedure Act shall be given up to 21 days prior to the date of the hearing.

(Route, etc. of Documents)

Article 140 (1) The following application, notification, and report shall be made via the Director of the Regional Bureau of Economy, Trade and Industry that has jurisdiction over the location of the principal office of the person that makes said application, notification, or report; provided, however, that this shall not apply to cases where said application, notification and report is made pursuant to the provisions of Article 3, paragraph (1) of the Act on the Utilization of Information and Communications Technology in Administrative Procedure, etc.:

- (i) an application for a license as set forth in Article 12 of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act);
- (ii) a notification of succession as set forth in Article 18-6, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act);
- (iii) a notification of change as set forth in Article 19, paragraph (1) and

- paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act);
- (iv) a notification of abolishment as set forth in Article 26 of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act).
- (2) With regard to the documents for application and notification listed in items (i) to (iv) of the preceding paragraph, the originals and two copies thereof shall be submitted; and with regard to the documents for notification of deposit set forth in Article 16, paragraph (2) of the Act (including cases where applied mutatis mutandis pursuant to Article 18, paragraph (2) of the Act, Article 22, paragraph (3) of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3 of the Act and Article 35-3-62 of the Act), Article 35-3 of the Act, and Article 35-3-62 of the Act), notification to the effect that the preservative measures for advances received set forth in Article 18-4, paragraph (1) of the Act (including cases where applied mutatis mutandis pursuant to Article 35-3-62 of the Act) have been taken, and a report pertaining to item (i) and item (ii) of the table of Article 136, the original and one copy of the respective documents shall be submitted.

Article 141 The report by the prefectural governor set forth in Article 32, paragraph (4) of the Order shall be made via the Director of the Regional Bureau of Economy, Trade and Industry that has jurisdiction over the areas of said prefecture.

### **Supplementary Provisions**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act (December 1, 1961).

### **Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 95 of August 10, 1968]**

- (1) This Ministerial Ordinance shall come into effect as of August 25, 1968.
- (2) The Ordinance on the Installment Sales Council (Ordinance of the Ministry of International Trade and Industry No. 51 of 1961) shall be repealed.

### **Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 137 of December 14, 1972]**

- (1) This Ministerial Ordinance shall come into effect as of March 15, 1973; provided, however, that the provisions revising the Contents of the Ordinance for Enforcement of the Installment Sales Act (limited to the part pertaining to

Chapter II-2) and the provisions adding one Chapter after Article 15 of said Ordinance shall come into effect as of December 15, 1972.

- (2) With regard to a person that is deemed to have obtained a license under Article 29-5 of the Installment Sales Act after the revision, pursuant to the provisions of Article 7, paragraph (1) of the Supplementary Provisions of the Act for Partial Revision of the Installment Sales Act (Act No. 72 of 1972) (including cases where said person has obtained a license continuously under Article 29-5 of the Installment Sales Act after the revision), the term "80 percent" in Article 12-8, paragraph (2) of the Ordinance for Enforcement of the Installment Sales Act after the revision shall be deemed to be replaced as specified in the right-hand column of the following table, for the period listed respectively in the left-hand column of said table:

from March 15, 1973 to March 31, 1974	40 percent
from April 1, 1974 to March 31, 1975	50 percent
from April 1, 1975 to March 31, 1976	60 percent
from April 1, 1976 to March 31, 1977	70 percent

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 67 of July 25, 1973] [Extract]**

(Effective Date)

- (1) This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 16 of February 22, 1974]**

This Ministerial Ordinance shall come into effect as of March 15, 1974.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 67 of October 5, 1976]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 7 of February 27, 1979]**

- (1) This Ministerial Ordinance shall come into effect as of the date of promulgation.

(2) With regard to the submission of a report to be prepared as of January 31, 1979 under Article 24, paragraph (2) and paragraph (5) prior to the revision, and a report of January of said year under paragraph (3) of said Article, the provisions then in force shall remain applicable.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 21 of April 13, 1981]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 32 of June 16, 1983]**

(1) This Ministerial Ordinance shall come into effect as of the date of promulgation.

(2) With regard to a person that has obtained approval under Article 8, paragraph (1) of the Ordinance for Enforcement of the Installment Sales Act prior to the revision (including cases where applied mutatis mutandis pursuant to Article 12-9), prior to the enforcement of this Ministerial Ordinance, it shall be deemed that a notification under Article 8, paragraph (1) of the Ordinance for Enforcement of the Installment Sales Act after the revision (including cases where applied mutatis mutandis pursuant to Article 12-9) has been made.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 82 of November 17, 1984]**

This Ministerial Ordinance shall come into effect as of December 1, 1984.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 13 of March 28, 1987]**

This Ministerial Ordinance shall come into effect as of April 1, 1987.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 66 of December 14, 1990]**

This Ministerial Ordinance shall come into effect as of March 31, 1991.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 77 of December 21, 1991]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 14 of March 30, 1992]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 47 of May 27, 1994]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 66 of September 30, 1994]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Administrative Procedure Act (October 1, 1994).

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 34 of April 5, 1995]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 34 of March 30, 1998] [Extract]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of April 1, 1998.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 95 of October 22, 1999]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act for Partial Revision of the Act on Door-to-Door Sales, etc. and the Installment Sales Act (Act No. 34 of 1999) (October 22, 1999).

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 27 of March 2, 2000]**

This Ministerial Ordinance shall come into effect as of April 1, 2000; provided, however, that the provisions revising Form 7 and Form 21 shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 59 of March 31, 2000]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of April 1, 2000.

(Transitional Measures)

Article 2 With regard to debentures issued by a company that has filed an application for the commencement of composition under the Composition Act (Act No. 72 of 1922) prior to the enforcement of this Ministerial Ordinance, the provisions then in force shall remain applicable.

**Supplementary Provisions [Ordinance of the Ministry of International Trade and Industry No. 260 of October 31, 2000]**

This Ministerial Ordinance shall come into effect as of January 6, 2001.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 3 of January 6, 2001]**

(Effective Date)

(1) This Order on the Central Government Reform Task Force (referred to as the "Task Force Order" in the following paragraph and paragraph (3)) shall come into effect as of the day of enforcement of the Act for Partial Revision of the Cabinet Act (Act No. 88 of 1999) (January 6, 2001); provided, however, that the provisions of paragraph (3) of the Supplementary Provisions shall come into effect as of the date of promulgation.

(Effect of this Task Force Order)

(2) This Task Force Order shall become the Order on the Development of Orders Related to Organizations of the Ministry of Economy, Trade and Industry for Central Government Reform (Ordinance of the Ministry of Economy, Trade and Industry No. 3 of 2001) as of the day of enforcement thereof.

(Transitional Measures upon Partial Revision of the Ordinance for Enforcement of the Measurement Act)

- (3) The term of office of persons that are in the position of the president, members, and expert advisors of the previous Measurement Administration Council as of the day preceding the day of enforcement of this Task Force Order shall expire on said day, notwithstanding the provisions of Article 105 and Article 109, paragraph (3) of the Ordinance for Enforcement of the Measurement Act prior to the revision by the provisions of Article 6.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 14 of March 2, 2001]**

(Effective Date)

- (1) This Ministerial Ordinance shall come into effect as of April 1, 2001.

(Transitional Measures)

- (2) With regard to a person that has obtained a license under Article 35-3-2 of the Installment Sales Act as of the time of enforcement of this Ministerial Ordinance, the provisions of Article 14-3, paragraph (3), item (vi) of the Ordinance for Enforcement of the Installment Sales Act after the revision shall not apply up to the day on which six months have passed from the day of enforcement of this Ministerial Ordinance.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 39 of March 26, 2001]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act on the Development of Related Acts for Utilizing Information and Communications Technology Concerning Delivery of Documents, etc. (April 1, 2001).

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 145 of April 18, 2001]**

This Ministerial Ordinance shall come into effect as of June 1, 2001.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 29 of March 7, 2002]**

This Ministerial Ordinance shall come into effect as of March 11, 2002.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 66 of March 29, 2002] [Extract]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of April 1, 2002.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 1 of January 6, 2003]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 9 of February 3, 2003]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act on the Utilization of Information and Communications Technology in Administrative Procedure, etc. (February 3, 2003).

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 17 of March 7, 2003]**

This Ministerial Ordinance shall come into effect as of the date of promulgation; provided, however, that the provisions to revise the term "the Corporate Reorganization Act (Act No. 172 of 1952)" in Article 4, item (ii) to "the Corporate Reorganization Act (Act No. 154 of 2002)" shall come into effect as of April 1, 2003.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 30 of March 28, 2003]**

This Ministerial Ordinance shall come into effect as of April 1, 2003.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 43 of March 31, 2003] [Extract]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 46 of March 31, 2003]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 88 of August 27, 2004]**

This Ministerial Ordinance shall come into effect as of November 11, 2004.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 121 of December 24, 2004]**

This Ministerial Ordinance shall come into effect as of January 1, 2005.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 14 of March 4, 2005]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Real Estate Registration Act (March 7, 2005).

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 46 of March 30, 2005]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of April 1, 2005.

(Transitional Measures)

Article 2 With regard to the maintenance and preservation of books by a person that has obtained a license under Article 11 and Article 35-3-2 of the Installment Sales Act prior to the enforcement of this Ministerial Ordinance, the provisions then in force may be applicable for the time being.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 8 of February 20, 2006]**

This Ministerial Ordinance shall come into effect as of March 1, 2006.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 39 of March 31, 2006]**

This Ministerial Ordinance shall come into effect as of April 1, 2006.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 63 of April 28, 2006] [Extract]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of the day of enforcement of the Companies Act (May 1, 2006).

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 66 of September 28, 2007] [Extract]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act for Partial Revision of the Securities and Exchange Act (September 30, 2007).

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 91 of December 26, 2008]**

This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act for Partial Revision of the Act on Book-Entry Transfer of Company Bonds, etc. for Streamlining Settlement of Transactions of Shares, etc.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade and Industry No. 37 of June 26, 2009] [Extract]**

(Effective Date)

Article 1 This Ministerial Ordinance shall come into effect as of the day of enforcement of the Act for Partial Revision of the Act on Specified Commercial Transactions and the Installment Sales Act (hereinafter referred to as the "Revising Act"); provided, however, that the provisions of Article 2 shall come into effect as of the day of enforcement of the provisions listed in Article 1, item (iii) of the Supplementary Provisions of the Revising Act.

(Transitional Measures)

Article 2 The consent already obtained, as of the time of enforcement of this Ministerial Ordinance, on totaling the annual income of a person falling under a person listed in Article 40, paragraph (2), item (ii) of the Ordinance for Enforcement of the Installment Sales Act after the revision under Article 1 (hereinafter referred to as the "New Ministerial Ordinance") and that of a person falling under a relative as prescribed in Article 40, paragraph (2), item

(ii) of the New Ministerial Ordinance, from said person falling under the relative, pursuant to the provisions of said paragraph; or such consent obtained on totaling the balance of deposits or savings of a person falling under a person as listed in paragraph (3), item (ii) of said Article and that of a person falling under a relative as prescribed in said item, from said person falling under the relative, pursuant to the provisions of said paragraph, shall be deemed to be the consent obtained on totaling the annual income of a person as listed in paragraph (2), item (ii) of said Article and that of the relative prescribed in said item, from said relative, pursuant to the provisions of said paragraph; and the consent obtained on totaling the balance of deposits or savings of a person as listed in paragraph (3), item (ii) of said Article and that of the relative prescribed in said item, from said relative, pursuant to the provisions of said paragraph, respectively.

Article 3 The consent already obtained, as of the time of enforcement of this Ministerial Ordinance, on totaling the annual income of a person falling under a person as listed in Article 40, paragraph (2), item (iii) of the New Ministerial Ordinance and that of a person falling under said person's spouse, from said person falling under the spouse, pursuant to the provisions of said paragraph; or such consent obtained on totaling the balance of deposits or savings of a person falling under a person as listed in paragraph (3), item (iii) of said Article and that of a person falling under said person's spouse, from said person falling under the spouse, pursuant to the provisions of said paragraph, shall be deemed to be the consent obtained on totaling the annual income of a person as listed in paragraph (2), item (iii) of said Article and that of said person's spouse, from said spouse, pursuant to the provisions of said paragraph; and the consent obtained on totaling the balance of deposits or savings of a person as listed in paragraph (3), item (iii) of said Article and that of said person's spouse, from said spouse, pursuant to the provisions of said paragraph, respectively.

Article 4 (1) In cases where a person falling under a comprehensive credit purchase intermediary has given a public notice of the following matters in the official gazette and has notified the following matters to known persons falling under users, purchasers, or service recipients, prior to the enforcement of the Revising Act, and when said persons falling under users, purchasers, or service recipients have not filed an objection to the matters listed in item (i) within a certain period of time as prescribed in item (ii), it shall be deemed that they have given the consent under Article 4-2 of the Installment Sales Act after the revision under Article 3 of the Revising Act (hereinafter referred to as the "New Act") as applied mutatis mutandis, by replacing terms, pursuant to

Article 30-6 of the New Act (limited to the consent pertaining to the matters to be indicated in the documents prescribed in Article 30-2-3, paragraphs (1) to (3) of the New Act (excluding the matters to be indicated in the documents prescribed in Article 30-2, paragraphs (1) to (3) of the Installment Sales Act prior to the revision under Article 3 of the Revising Act (hereinafter referred to as the "Old Act"))):

- (i) to the effect that the matters to be indicated in the documents prescribed in Article 30-2-3, paragraphs (1) to (3) of the New Act (excluding the matters to be indicated in the documents prescribed in Article 30-2, paragraphs (1) to (3) of the Old Act) shall be provided by the electromagnetic means prescribed in Article 4-2 of the New Act as applied mutatis mutandis, by replacing terms, pursuant to Article 30-6 of the New Act (hereinafter referred to as "Electromagnetic Means");
  - (ii) to the effect that if there is any objection to the matters listed in the preceding item, the objection shall be filed within a certain period of time.
- (2) The period set forth in item (ii) of the preceding paragraph shall not be less than one month.

Article 5 (1) In cases where a person falling under a seller for the intermediation of comprehensive credit purchases or a service provider for the intermediation of comprehensive credit purchases has given a public notice of the following matters in the official gazette and has notified the following matters to known persons falling under users, purchasers, or service recipients, prior to the enforcement of the Revising Act, and when said persons falling under users, purchasers, or service recipients have not filed an objection to the matters listed in item (i) within a certain period of time as prescribed in item (ii), it shall be deemed that they have given the consent under Article 4-2 of the New Act as applied mutatis mutandis, by replacing terms, pursuant to Article 30-6 of the New Act (limited to the consent pertaining to the matters to be indicated in the documents prescribed in Article 30-2-3, paragraph (4) of the New Act (excluding the matters to be indicated in the documents prescribed in Article 30-2, paragraph (4) of the Old Act)):

- (i) to the effect that the matters to be indicated in the documents prescribed in Article 30-2-3, paragraph (4) of the New Act (excluding the matters to be indicated in the documents prescribed in Article 30-2, paragraph (4) of the Old Act) shall be provided by Electromagnetic Means;
  - (ii) to the effect that if there is any objection to the matters listed in the preceding item, the objection shall be filed within a certain period of time.
- (2) The period set forth in item (ii) of the preceding paragraph shall not be less than one month.

Article 6 During six months from the day of enforcement of the Revising Act, the term "meaning a registered comprehensive credit purchase intermediary with which a person engaging in the business of specified credit information services, etc. has concluded a specified credit information service contract" in Article 104, paragraph (1) of the New Ministerial Ordinance shall be deemed to be replaced with "meaning a registered comprehensive credit purchase intermediary with which a person engaging in the business of specified credit information services, etc. has concluded a specified credit information service contract and an individual credit purchase intermediary that has submitted a written application as set forth in Article 35-3-24, paragraph (1) of the Act (excluding an individual credit purchase intermediary whose application for registration has been granted or refused as set forth in Article 35-3-24, paragraph (1) of the Act)."

Article 7 In cases where a person, that concluded a specified credit information service contract with a comprehensive credit purchase intermediary or an individual credit purchase intermediary and engages in the business of specified credit information services, etc., has been designated as set forth in Article 35-3-36, paragraph (1) of the New Act, the comprehensive credit purchase intermediary or the individual credit purchase intermediary may decide not to provide said person that engages in the business of specified credit information services, etc. with the matters listed in Article 118, paragraph (1), items (v) to (vii) of the New Ministerial Ordinance and paragraph (2), item (ii), (d) and (e) of said Article that pertain to a contract for receiving the intermediation of comprehensive credit purchases or a contract for receiving the intermediation of individual credit purchases concluded prior to the designation set forth in Article 35-3-36, paragraph (1) of the New Act, notwithstanding the provisions of Article 35-3-56, paragraph (1) of the New Act; provided, however, that in this case, a participating comprehensive credit purchase intermediary or a participating individual credit purchase intermediary shall endeavor to obtain said matters, and when it has obtained said matters, it shall provide said matters to the participating designated credit information institution, without delay.

Article 8 In cases where a person, that concluded a specified credit information service contract with a comprehensive credit purchase intermediary, and engages in the business of specified credit information services, etc., has concluded, after having been designated as set forth in Article 35-3-36, paragraph (1) of the New Act, a contract for receiving the intermediation of comprehensive credit purchases with a purchaser or a service recipient to which a card, etc. was granted or delivered prior to the designation under said

paragraph, the comprehensive credit purchase intermediary may decide not to provide the participating designated credit information institution with the matters listed in Article 118, paragraph (1), items (v) to (vii) of the New Ministerial Ordinance, notwithstanding the provisions of Article 35-3-56, paragraph (2) of the New Act; provided, however, that in this case, a participating comprehensive credit purchase intermediary shall endeavor to obtain said matters, and when it has obtained said matters, it shall provide said matters to the participating designated credit information institution, without delay.

Article 9 The provisions of Article 118, paragraph (2), item (i), (a) and item (ii), (a) of the New Ministerial Ordinance shall not apply to a participating comprehensive credit purchase intermediary and a participating individual credit purchase intermediary that does not provide the participating designated credit information institution with the amount that Purchasers, etc. are supposed to pay in one year, up to the day of enforcement of the provisions listed in Article 1, item (iii) of the Supplementary Provisions of the Revising Act.

Article 10 The provisions of Article 35-3-57, paragraph (2) of the New Act shall not apply in cases where a participating comprehensive credit purchase intermediary intends to obtain the consent listed in the items of Article 35-3-57, paragraph (2) of the New Act comprehensively from Purchasers, etc., in writing or in electromagnetic form, pursuant to the provisions of Article 119, paragraph (2) of the New Ministerial Ordinance, and where the contract for receiving the intermediation of comprehensive credit purchases, for which the participating comprehensive credit purchase intermediary intends to obtain the consent of the Purchasers, etc., has been concluded with the Purchasers, etc. to which the participating comprehensive credit purchase intermediary has granted or delivered a card, etc. prior to the time listed as follows:

- (i) when the person that concluded the specified credit information service contract with the comprehensive credit purchase intermediary, and engages in the business of specified credit information services, etc., was designated as set forth in Article 35-3-36, paragraph (1) of the New Act;
- (ii) when the comprehensive credit purchase intermediary concluded the specified credit information service contract with the designated credit information institution.

Article 11 Measures taken under Article 133, paragraph (1) of the New Ministerial Ordinance prior to the enforcement of this Ministerial Ordinance shall be deemed to be measures taken under said paragraph.

**Supplementary Provisions [Ordinance of the Ministry of Economy, Trade  
and Industry No. 51 of August 31, 2009]**

This Ministerial Ordinance shall come into effect as of the date of promulgation.

Appended Table 1

(i) the calculation shall be made as follows:

$$R = F / (n \sum_{i=1}^n U_i \cdot T_i)$$

(a) in this formula, R, F, n, and  $T_i$  shall refer to the following values, respectively:

R: the rate of the installment fee (with regard to loan affiliated installment sales, the loan handling commission; and with regard to the intermediation of comprehensive credit purchases or the intermediation of individual credit purchases, the fee for the intermediation of comprehensive credit purchases or the intermediation of individual credit purchases; the same shall apply hereinafter);

F: the total amount of the installment fee;

n: number of payments (with regard to loan affiliated installment sales, number of repayments);

$T_i$ : the period from the day on which the previous installment was paid (with regard to loan affiliated installment sales, the previous installment payment was made, and with regard to the intermediation of comprehensive credit purchases or the intermediation of individual credit purchases, the previous payment was made; the same shall apply hereinafter) to the day preceding the day to pay the relevant installment, or the period from the day on which the contract was concluded to the day preceding the day to pay the first installment (such period shall be indicated by the year); provided, however, that with regard to the period from the day on which the contract was concluded to the day preceding the day to pay the first installment, the period shorter than two months may be deemed to be one-twelfth of a year;

(b)  $U_i$  shall be either of the following values, and R shall be calculated by substituting said value into the formula:

1. when i is one, the selling price in cash of the goods or rights or the price in cash for the provision of the services (in cases where an installment seller (with regard to loan affiliated installment sales, a loan affiliated installment seller, and with regard to the intermediation of comprehensive credit purchases or the intermediation of individual credit purchases, a seller for the intermediation of comprehensive credit purchases, a service provider for the intermediation of

comprehensive credit purchases, a seller for the intermediation of individual credit purchases, or a service provider for the intermediation of individual credit purchases; the same shall apply hereinafter) has received the initial deposit, initial payment, or application fee from Purchasers, etc., the amount that remains after deducting those amounts);

2. when i is two or more, the value listed as follows:

$$U_i = U_{i-1} - \{P_{i-1} - (R \cdot U_{i-1} \cdot T_{i-1})\};$$

$P_i$  shall be the amount of each installment;

3. in cases where the amounts of the installments fall under the cases listed in Article 1, paragraph (2), item (ii), (b), Article 27, paragraph (1), item (iii), or Article 36, paragraph (2), item (ii), (b), the calculation may be made by deeming that all the installments are of the same amount, and in cases where the amounts of the installments fall under the cases listed in Article 1, paragraph (2), item (ii), (c), Article 27, paragraph (2), item (ii), (c), or Article 36, paragraph (2), item (ii), (c), the calculation may be made by deeming that all the installments, except for the Installment for the Specified Month or the Installments for the Specified Two Months, are of the same amount;

(ii) using the formula set forth in the preceding item, the calculation shall be made by substituting the value of  $U_i$  listed in (b) of said item with either of the following values:

1. when i is one, the selling price in cash of the goods or rights or the price in cash for the provision of the services (in cases where an installment seller has received the initial deposit, initial payment, or application fee from Purchasers, etc., the amount that remains after deducting those amounts);

2. when i is two or more, the amount of the principal as of the day preceding the day to pay an installment,

(iii) the calculation shall be made as follows:

$$R = r / T$$

in this formula, R, r and T shall refer to the following values, respectively:

R: the rate of the installment fee;

r: the value obtained by dividing the amount of the installment fee to be paid at one time by the amount of principal as of the base date for calculating said fee;

T: the interval between the times to pay tenders (such interval shall be indicated by the year).

Appended Table 2

Left-hand column	Middle column	Right-hand column
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One	cases where a user or a Purchaser, etc. or his/her spouse owns and uses a building for his/her own residential purpose (when he/she owns two or more such buildings, limited to a single building out of those buildings that said user or Purchaser, etc. mainly uses for his/her own residential purposes; hereinafter referred to as the "Residence" in this table) and has not concluded any contract for a loan of funds necessary for constructing or purchasing said Residence (including funds necessary for acquiring land or a land lease right to be used for the Residence; hereinafter the same shall apply in this table)	900,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and does not pay rent for said Residence	
	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has concluded a contract for a loan of funds necessary for constructing or purchasing said Residence	1,160,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and pays rent for said Residence	
Two	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has not concluded any contract for a loan of funds necessary for constructing or purchasing said Residence	1,360,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and does not pay rent for said Residence	
	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has concluded a contract for a loan of funds necessary for constructing or purchasing said Residence	1,770,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and pays rent for said Residence	
Three	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has not concluded any contract for a loan of funds necessary for constructing or purchasing said Residence	1,690,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and does not pay rent for said Residence	
	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has concluded a contract for a loan of funds necessary for constructing or purchasing said Residence	2,090,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and pays rent for said Residence	

Four or more	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has not concluded any contract for a loan of funds necessary for constructing or purchasing said Residence	2,000,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and does not pay rent for said Residence	
	cases where a user or a Purchaser, etc. or his/her spouse owns a Residence and has concluded a contract for a loan of funds necessary for constructing or purchasing said Residence	2,400,000 yen
	cases where a user or a Purchaser, etc. or his/her spouse does not own a Residence and pays rent for said Residence	

Appended Table 3

category 1

in Hokkaido, Kitami-shi, Abashiri-shi, Rumoi-shi, Wakkanai-shi, Bibai-shi, Ashibetsu-shi, Akabira-shi, Monbetsu-shi, Shibetsu-shi, Nayoro-shi, Mikasa-shi, Nemuro-shi, Takikawa-shi, Sunagawa-shi, Utashinai-shi, Fukagawa-shi, Furano-shi, Date-shi, Ishikari-shi, Hokuto-shi, Kameda-gun Nanae-cho, Yamakoshi-gun Oshamanbe-cho, Hiyama-gun Esashi-cho, Abuta-gun Kyogoku-cho, Abuta-gun Kutchan-cho, Iwanai-gun Iwanai-cho, Yoichi-gun Yoichi-cho, Sorachi-gun Naie-cho, Sorachi-gun Kamisunagawa-cho, Sorachi-gun Minamifurano-cho, Kamikawa-gun Takasu-cho, Kamikawa-gun Higashikagura-cho, Kamikawa-gun Kamikawa-cho, Kamikawa-gun Higashikawa-cho, Kamikawa-gun Shintoku-cho, Yuufutu-gun Shimukappu-cho, Yuufutu-gun Abira-cho, Nakagawa-gun Otoineppumura, Nakagawa-gun Nakagawa-cho, Nakagawa-gun Makubetsu-cho, Teshio-gun Teshio-cho, Teshio-gun Horonobe-cho, Soya-gun Sarufutsu-mura, Esashi-gun Hamatonbetsu-cho, Esashi-gun Esashi-cho, Abashiri-gun Mihoro-cho, Shari-gun Shari-cho, Shari-gun Kiyosato-cho, Monbetsu-gun Engaru-cho, Monbetsu-gun Takinoue-cho, Monbetsu-gun Okoppe-cho, Monbetsu-gun Nishiokoppe-cho, Monbetsu-gun Omu-cho, Saru-gun Hidaka-cho, Urakawa-gun Urakawa-cho, Kato-gun Otofuke-cho, Kasai-gun Memuro-cho, Kasai-gun Nakasatsunai-mura, Ashoro-gun Rikubetsu-cho, Kushiro-gun Kushiro-cho, Kawakami-gun Teshikaga-cho, Shibetsu-gun Nakashibetsu-cho, Shibetsu-gun Shibetsu-cho, Menashi-gun Rausu-cho, and Hidaka-gun Shinhidaka-cho; in Aomori prefecture, Hirosaki-shi, Hachinohe-shi, Kuroishi-shi, Goshogawara-shi, Towada-shi, Misawa-shi and Mutsu-shi; in Iwate prefecture, Miyako-shi, Oofunato-shi, Hanamaki-shi, Kitakami-shi, Kuji-shi, Tono-shi, Ichinoseki-shi, Rikuzentakata-shi, Kamaishi-shi, Ninohe-shi, Oshu-shi, and Iwate-gun Takizawa-mura; in Miyagi prefecture, Ishinomaki-shi, Kesenuma-shi, Shiroishi-shi, Kakuda-shi, Iwanuma-shi, Osaki-shi, Shibata-gun Ogawara-cho, Shibata-gun Shibata-cho, Miyagi-gun Shichigahama-cho, Miyagi-gun Rifu-cho, and Kurokawa-gun Tomiya-machi; in Akita prefecture, Noshiro-shi, Yokote-shi, Odate-shi, Oga-shi, Yuzawa-shi, Kazuno-shi, Yurihonjoshi, and Daisen-shi; in Yamagata prefecture, Yonezawa-shi, Tsuruoka-shi, Sakata-shi, Shinjo-shi, Sagae-shi, Kaminoyama-shi, Murayama-shi, Nagai-shi, Tendo-shi, Higashine-shi, Obanazawa-shi, and Nanyo-shi; in Fukushima prefecture, Aizuwakamatsu-shi, Koriyama-shi, Iwaki-shi, Shirakawa-shi, Sukagawa-shi, Kitakata-shi, Soma-shi, Nihonmatsu-shi, and Minamisoma-shi; in Ibaraki prefecture, Ishioka-shi, Ryugasaki-shi, Hitachiota-shi, Takahagi-shi, Ushiku-shi, Tsukuba-shi, Hitachinaka-shi, Kashima-shi, Moriya-shi, Chikusei-shi, Naka-gun Tokai-mura, Inashiki-gun Miho-mura, and Kitasoma-gun Tone-machi; in Tochigi prefecture, Tochigi-shi, Sano-shi, Kanuma-shi, Nikko-shi, Oyama-shi, Mooka-shi, Otawara-shi, Yaita-shi, Nasushiobara-shi, Shimotsuke-shi, Kawachi-gun Kaminokawa-machi, and Shimotsuga-gun Mibu-machi; in Gunma prefecture, Isesaki-shi, Ota-shi, Numata-shi, Tatebayashi-shi, Sibukawa-shi, Fujioka-shi, Tomioka-shi, Annaka-shi, Agatsuma-gun Kusatsu-machi, Tone-gun Minakami-machi, and Oura-gun Oizumi-machi; in Saitama prefecture, Gyoda-shi, Chichibu-shi, Hanno-shi, Kazo-shi, Honjo-shi, Higashimatsuyama-shi, Hanyu-shi, Konosu-shi, Fukaya-shi, Kuki-shi, Kitamoto-shi, Hasuda-shi, Sakado-shi, Sateshi, Tsurugashima-shi, Hidaka-shi, Yoshikawa-shi, Kitaadachi-gun Ina-machi, Iruma-gun Moroyama-machi, Iruma-gun Ogose-machi, Hiki-gun Ranzan-machi, Hiki-gun Ogawa-cho, Hiki-gun Hatoyama-machi, Minamisaitama-gun Miyashiro-machi, Minamisaitama-gun

category 2

in Hokkaido, Ishikari-gun Tobetsu-cho, Ishikari-gun Shinshinotsu-mura, Matsumae-gun Fukushima-cho, Matsumae-gun Matsumae-cho, Kamiiso-gun Shiriuchi-cho, Kamiiso-gun Kikonai-cho, Kayabe-gun Shikabe-cho, Kayabe-gun Mori-machi, Futami-gun Yakumo-cho, Hiyama-gun Kaminokuni-cho, Hiyama-gun Assabu-cho, Nishi-gun Otohe-cho, Kudo-gun Setana-cho, Okushiri-gun Okushiri-cho, Setana-gun Imakane-cho, Shimamaki-gun Shimamaki-mura, Suttsu-gun Suttsu-cho, Suttsu-gun Kuromatsunai-cho, Isoya-gun Rankoshi-cho, Abuta-gun Niseko-cho, Abuta-gun Makkari-mura, Abuta-gun Rusutsu-mura, Abuta-gun Kimobetsu-cho, Abuta-gun Toyoura-cho, Abuta-gun Toyako-cho, Iwanai-gun Kyowa-cho, Furuu-gun Tomari-mura, Furuu-gun Kamoenai-mura, Shakotan-gun Shakotan-cho, Furubira-gun Furubira-cho, Yoichi-gun Niki-cho, Yoichi-gun Akaigawa-mura, Sorachi-gun Nanporo-cho, Sorachi-gun Kamifurano-cho, Sorachi-gun Nakafurano-cho, Yubari-gun Yuni-cho, Yubari-gun Naganuma-cho, Yubari-gun Kuriyama-cho, Kabato-gun Tsukigata-cho, Kabato-gun Rausu-cho, Kabato-gun Shintotsukawa-cho, Uryu-gun Moseushi-cho, Uryu-gun Chippubetsu-cho, Uryu-gun Uryu-cho, Uryu-gun Hokuryu-cho, Uryu-gun Numata-cho, Uryu-gun Horokanai-cho, Kamikawa-gun Toma-cho, Kamikawa-gun Pippu-cho, Kamikawa-gun Aibetsu-cho, Kamikawa-gun Biei-cho, Kamikawa-gun Wassamu-cho, Kamikawa-gun Kenbuchi-cho, Kamikawa-gun Shimokawa-cho, Kamikawa-gun Shimizu-cho, Nakagawa-gun Bifuka-cho, Nakagawa-gun Ikeda-cho, Nakagawa-gun Toyokoro-cho, Nakagawa-gun Honbetsu-cho, Mashike-gun Mashike-cho, Rumoi-gun Obira-cho, Tomamae-gun Tomamae-cho, Tomamae-gun Haboro-cho, Tomamae-gun Shosanbetsu-mura, Teshio-gun Enbetsu-cho, Teshio-gun Toyotomi-cho, Esashi-gun Nakatonbetsu-cho, Rebun-gun Rebun-cho, Rishiri-gun Rishiri-cho, Rishiri-gun Rishirifuji-cho, Abashiri-gun Tsubetsu-cho, Abashiri-gun Ozora-cho, Shari-gun Koshimizu-cho, Tokoro-gun Kunneppu-cho, Tokoro-gun Oketo-cho, Tokoro-gun Saroma-cho, Monbetsu-cho Kamiyubetsu-cho, Monbetsu-cho Yubetsu-cho, Usu-gun Sobetsu-cho, Shiraoi-gun Shiraoi-cho, Yufutsu-gun Atsuma-cho, Yufutsu-gun Mukawa-cho, Saru-gun Biratori-cho, Niikappu-gun Niikappu-cho, Samani-gun Samani-cho, Horoizumi-gun Erimo-cho, Kato-gun Shihoro-cho, Kato-gun Kamishihoro-cho, Kato-gun Shikaoi-cho, Kasai-gun Sarabetsu-mura, Hiroo-gun Taiki-cho, Hiroo-gun Hiroo-cho, Ashoro-gun Ashoro-cho, Tokachi-gun Urahoro-cho, Akkeshi-gun Akkeshi-cho, Akkeshi-gun Hamanaka-cho, Kawakami-gun Shibe-cho, Akan-gun Tsurui-mura, Shiranuka-gun Shiranuka-cho, and Notsuke-gun Betsukai-cho; in Aomori prefecture, Tsugaru-shi, Hirakawa-shi, Higashitsugaru-gun Hiranai-machi, Higashitsugaru-gun Imabetsu-shi, Higashitsugaru-gun Yomogita-mura, Higashitsugaru-gun Sotogahama-machi, Nishitsugaru-gun Ajigasawa-machi, Nishitsugaru-gun Fukaura-machi, Nakatsugaru-gun Nishimeya-mura, Minamitsugaru-gun Fujisaki-machi, Minamitsugaru-gun Owani-machi, Minamitsugaru-gun Inakadate-mura, Kitatsugaru-gun Itayanagi-machi, Kitatsugaru-gun Tsuruta-machi, Kitatsugaru-gun Nakadomari-machi, Kamikita-gun Noheji-machi, Kamikita-gun Shichinohe-machi, Kamikita-gun Rokunohe-machi, Kamikita-gun Yokohama-machi, Kamikita-gun Tohoku-machi, Kamikita-gun Rokkasho-mura, Kamikita-gun Oirase-cho, Shimokita-gun Oma-machi, Shimokita-gun Higashidori-mura, Shimokita-gun Kazamaura-mura, Shimokita-gun Sai-mura, Sannohe-gun Sannohe-machi, Sannohe-gun Gonohe-machi, Sannohe-gun Takko-machi, Sannohe-gun Nanbu-cho, Sannohe-gun Hashikami-cho, and Sannohe-gun Shingo-mura; in Iwate prefecture, Hachimantai-shi, Iwate-gun

uncovered areas	Municipalities other than those categorized into category 1 or category 2
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Form 1

Form 2

Form 3

Form 4

Form 5

Form 6

Form 7

Form 8

Form 9

Form 10 (Re. Article 20)

Form 11 (Re. Article 21)

Form 12 (Re. Article 24)

Form 13 (Re. Article 26)

Form 14 (Re. Article 63)

Form 15 (Re. Article 67)

Form 16 (Re. Article 99)

Form 17 (Re. Article 102)

Form 18 (Re. Article 106)

Form 19 (Re. Article 115)

Form 20 (Re. Article 116)

Form 21 (Re. Article 117)

Form 22 (Re. Article 122)

Form 23 (Re. Article 126)

Form 24 (Re. Article 130)

Form 25 (Re. Article 131)

Form 26 (Re. Article 131)

Form 27 (Re. Article 134)

Form 28 (Re. Article 136)

Form 29 (Re. Article 136)

Form 30 (Re. Article 136)

Form 31 (Re. Article 136)

Form 32 (Re. Article 137)