

# Act on Special Measures of the Civil Code Concerning Electronic Consumer Contracts and Electronic Acceptance Notice

(Act No. 95 of June 29, 2001)

## (Purpose)

Article 1 This Act is to provide special provisions to the Civil Code (Act No. 89 of 1896) in cases where there is a certain mistake in the elements comprising an electronic consumer contract executed by a consumer and an electronic acceptance notice is dispatched by a consumer with respect to a contract made between parties at a distance.

## (Definitions)

Article 2 (1) The term "electronic consumer contract" as used in this Act means a contract that is made between a consumer and a business entity by electromagnetic method through a visual browser of a computer in cases where the consumer manifests their intention to make an offer or to accept the offer by transmitting their intention through their computer in accordance with the procedures prepared on this visual browser by the business entity or its designee.

(2) The term "consumer" as used in this Act means an individual (excluding the cases where an individual becomes a party to a contract as their business or for their business), and "business entity" means a juridical person, other organization, or an individual becoming a party to the contract as their business or for their business.

(3) The term "electromagnetic method" as used in this Act means a method using electronic information processing system or other types of information communication technology.

(4) The term "electronic acceptance notice" as used in this Act means an acceptance notice to the offer of a contract which is, among electromagnetic methods, given by means of transmission through a telecommunication line connecting a computer, etc. (meaning a computer, a facsimile device, a telex or a telephone, the same applies hereinafter) used by the party dispatching the acceptance notice to the offer of the contract with a computer, etc. used by the offer or of the relevant contract.

## (Special Provisions to the Civil Code Concerning Electronic Consumer Contracts)

Article 3 The proviso to Article 95 of the Civil Code does not apply to the cases

where there is a mistake regarding any element in an electronic consumer contract in the course of making an offer or accepting the offer for an electronic consumer contract by a consumer, and when that mistake falls under any of the following items; provided, however, that this does not apply to the cases where the business entity that is the counterparty to the relevant electronic consumer contract (including the person entrusted by the business entity, the same applies hereinafter) has taken measures to confirm the consumer's intention to make an offer or to accept the offer by electromagnetic means on the visual browser, or where the consumer manifests expressly their intention to the business entity that there is no need for the relevant confirmation measures.

- (i) where the consumer did not intend to manifest their intentions to make an offer or to accept the offer for an electronic consumer contract with the relevant business entity at the time when they transmitted such manifestation of intention by using their computer.
- (ii) where the consumer intended to manifest their intention different from the one actually manifested in making an offer or accepting the offer for the relevant electronic consumer contract at the time when they transmitted such manifestation of intention by using their computer.

(Special Provision to the Civil Code Concerning Electronic Acceptance Notice)  
Article 4 The provisions of Article 526, Paragraph 1 and Article 527 of the Civil Code do not apply to the cases where an electronic acceptance notice is dispatched for a contract made between parties at a distance.

### **Supplementary Provisions**

(Effective Date)

- (1) This Act comes into force as of the day specified by Cabinet Order within a period not exceeding six months from the date of promulgation.

(Transitional Measures)

- (2) With regard to the electronic consumer contracts for which the intention to offer or to accept was manifested prior to the enforcement of this Act, the provisions then in force remain applicable.
- (3) With regard to the electronic acceptance notices that were dispatched for a contract made between parties at a distance prior to the enforcement of this Act, the provisions then in force remain applicable.