特定商取引に関する法律施行規則

Regulations for Enforcement of the Act on Specified Commercial Transactions

（昭和五十一年十一月二十四日通商産業省令第八十九号）

(Order of the Ministry of International Trade and Industry No. 89 of November 24, 1976)

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第一章　訪問販売、通信販売及び電話勧誘販売

Chapter I Door-to-Door Sales, Mail Order Sales, and Telemarketing Sales

第一節　定義

Section 1 Definitions

（営業所等）

(Places of Business)

第一条　特定商取引に関する法律（以下「法」という。）第二条第一項第一号の経済産業省令で定める場所は、次の各号に掲げるものとする。

Article 1 Place specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 2, paragraph (1), item (i) of the Act on Specified Commercial Transactions (hereinafter referred to as the "Act") are places prescribed in the following items:

一　営業所

(i) a business office;

二　代理店

(ii) an agency;

三　露店、屋台店その他これらに類する店

(iii) a street stall, a food stall, or any other store similar to these;

四　前三号に掲げるもののほか、一定の期間にわたり、指定商品を陳列し、当該指定商品を販売する場所であつて、店舗に類するもの

(iv) beyond what is set forth in the preceding three items, a place similar to a store which displays designated goods and sells those for a specific period.

（郵便等）

(Postal Mail)

第二条　法第二条第二項の経済産業省令で定める方法は、次の各号に掲げるものとする。

Article 2 Methods specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 2, paragraph (2) of the Act are methods prescribed in the following items:

一　郵便又は民間事業者による信書の送達に関する法律（平成十四年法律第九十九号）第二条第六項に規定する一般信書便事業者若しくは同条第九項に規定する特定信書便事業者による同条第二項に規定する信書便

(i) postal mail or correspondence delivery prescribed in Article 2, paragraph (2) of the Act on Correspondence Delivery by Private Business Operators (Act No. 99 of 2002) handled by a general correspondence delivery service provider prescribed in Article 2, paragraph (6) of that Act or a specified correspondence delivery service provider prescribed in Article 2, paragraph (9) of that Act;

二　電話機、ファクシミリ装置その他の通信機器又は情報処理の用に供する機器を利用する方法

(ii) a method using a telephone, a facsimile, or other communications equipment, or equipment for data processing;

三　電報

(iii) telegraph; or

四　預金又は貯金の口座に対する払込み

(iv) payment made to a deposit or savings account.

第二節　訪問販売

Section 2 Door-to-Door Sales

（訪問販売における書面の交付等）

(Providing Paperwork for Door-to-Door Sales)

第三条　法第四条第五号の経済産業省令で定める事項は、次のとおりとする。

Article 3 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 4, item (v) of the Act are as follows:

一　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;

二　売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(ii) the name of the person who offers or concludes the sales contract or the service contract;

三　売買契約又は役務提供契約の申込み又は締結の年月日

(iii) the date on which the sales contract or the service contract is offered or concluded;

四　商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(v) the model number or type of goods (in the case of rights or services; the type of rights or services);

六　商品の数量

(vi) quantity of the goods;

七　商品に隠れた瑕疵がある場合の販売業者の責任についての定めがあるときは、その内容

(vii) if there are provisions for the liability of the seller in cases where the goods have a hidden defect; the details of the provisions;

八　契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions for cancellation of the contract, the details of the provisions; and

九　前二号に掲げるもののほか特約があるときは、その内容

(ix) beyond what is set forth in the preceding two paragraphs, if there are any special provisions; the details of the special provisions.

第四条　法第五条第二項の経済産業省令で定める事項は、次のとおりとする。

Article 4 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 5, paragraph (2) of the Act are as follows:

一　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;

二　売買契約又は役務提供契約の締結を担当した者の氏名

(ii) the name of the person who concludes the sales contract or the service contract;

三　売買契約又は役務提供契約の締結の年月日

(iii) the date on which the sales contract or the service contract is concluded;

四　商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(v) the model number or type of goods (in the case of rights or services, the type of rights or services);

六　商品の数量

(vi) quantity of the goods;

七　商品に隠れた瑕疵がある場合の販売業者の責任についての定めがあるときは、その内容

(vii) if there are provisions for the liability of the seller in cases where the goods have a hidden defect; the details of the provisions;

八　契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions for cancellation of the contract, the details of the provisions; and

九　前二号に掲げるもののほか特約があるときは、その内容

(ix) beyond what is set forth in the preceding two paragraphs, if there are any special provisions; the details of the provisions.

第五条　法第四条又は法第五条の規定により交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない

Article 5 (1) The paperwork provided pursuant to the provisions of Article 4 or Article 5 of the Act (hereinafter referred to as the "paperwork" in this Article) must respectively meet the requirements set forth in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 事項Matters | 基準Requirements |
| 一　商品に隠れた瑕疵がある場合の責任に関する事項(i) matters concerning liability in the case the goods have a hidden defect | 商品に隠れた瑕疵がある場合に販売業者が当該瑕疵について責任を負わない旨が定められていないこと。None of the provisions exempt the seller from liability for the defect in the case the goods have a hidden defect. |
| 二　契約の解除に関する事項(ii) matters concerning rescission of the contract | イ　購入者又は役務の提供を受ける者からの契約の解除ができない旨が定められていないこと。(a) none of the provisions prohibit the purchaser or the service recipient from rescinding the contract. |
|  | ロ　販売業者又は役務提供事業者の責に帰すべき事由により契約が解除された場合における販売業者又は役務提供事業者の義務に関し、民法（明治二十九年法律第八十九号）に規定するものより購入者又は役務の提供を受ける者に不利な内容が定められていないこと。(b) none of the provisions are more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code (Act No. 89 of 1896) with regard to the obligations of the seller or the Service Provider in the case the contract is cancelled due to a cause imputable to the seller or the Service Provider. |
| 三　その他の特約に関する事項(iii) matters concerning other special provisions | 法令に違反する特約が定められていないこと。No special provisions are prescribed in violation of laws and regulations. |

２　書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork must indicate in red letters within the red frame that a person must read through the contents of the paperwork carefully.

３　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork must use larger letters and numbers than those with a font size 8 points specified in the Japanese Industrial Standards Z 8305.

第六条　法第四条又は法第五条の規定により交付する書面に記載する法第四条第四号に掲げる事項については、次項及び第四項に規定する場合を除き、次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

Article 6 (1) With regard to the information prescribed in Article 4, item (iv) of the Act that are included in the paperwork that is provided pursuant to the provisions of Article 4 or Article 5, the details prescribed in the lower column of the following table must be respectively included according to the classification prescribed in the upper column of that table, except for the cases prescribed in the following paragraph and paragraph 4.

|  |  |
| --- | --- |
| 一　商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項(1) Matters concerning withdrawal of the acceptance of offer for or cancellation of a sales contract for goods | イ　法第五条の書面を受領した日（その日前に法第四条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等（法第九条第一項の申込者等をいう。以下この条及び第七条の二において同じ。）は、書面により商品の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。(a) the offeree (which means the offeree referred to in Article 9(1) of the Act; hereinafter the same applies in this Article and Article 7-2) is able to withdraw the application for or rescind the sales contract for goods in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the offeree has received such document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、販売業者が法第六条第一項の規定に違反して商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第九条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the acceptance of offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting information concerning withdrawal of the application for or cancellation of the sales contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the application for or cancel the sales contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 9, paragraph (1), item (i) of the Act that has been issued by the seller. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the application for or rescission of the contract referred to in (a) or (b) takes effect when the offeree issues the document pertaining to the withdrawal of the application for or the rescission of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は販売業者の負担とすること。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for taking back any goods already delivered under the sales contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、商品の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。(f) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller must promptly return the full amount to the offeree. |
| 二　権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項(2) Matters concerning withdrawal of the offer for or cancellation of a sales contract for rights | イ　法第五条の書面を受領した日（その日前に法第四条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面により権利の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。(a) the offeree must be able to withdraw the acceptance of offer for or cancel the sales contract for rights in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the offeree has received such document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、販売業者が法第六条第一項の規定に違反して権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第九条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the acceptance of offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the application for or rescission of the sales contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the application for or cancel the sales contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 9, paragraph (1), item (i) of the Act that has been issued by the seller. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeree issues the document pertaining to the withdrawal of the application for or the rescission of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the acceptance of offer for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the sales contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に権利の行使により施設が利用され又は役務が提供されたときにおいても、当該販売業者は、申込者等に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。(f) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the exercise of the rights from the offeree even if facilities have already been used or services have already been offered through exercise of the rights. |
|  | ト　イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該権利に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該販売業者に対し、その現状回復に必要な措置を無償で講ずることを請求することができること。(g) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeree's land, building, or other structure has been changed due to offer of the services pertaining to the rights, the offeree may demand that the seller takes necessary measures for returning it to the original state without charge. |
|  | チ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。(h) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller must promptly return the full amount to the offeree. |
| 三　役務提供契約の申込みの撤回又は役務提供契約の解除に関する事項(3) Matters concerning withdrawal of application for or rescission of a service contract | イ　法第五条の書面を受領した日（その日前に法第四条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面により役務提供契約の申込みの撤回又は役務提供契約の解除を行うことができること。(a) the offeree must be able to withdraw the acceptance of offer for or cancel the service contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the offeree has received the document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、役務提供事業者が法第六条第一項の規定に違反して役務提供契約の申込みの撤回又は役務提供契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該役務提供事業者が交付した法第九条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the application for or rescinded the service contract due to being misled by the Service Provider's act of misrepresenting information concerning withdrawal of the application for or rescission of the service contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the application for or rescind the service contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 9, paragraph (1), item (i) of the Act that has been issued by the service provider. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeree issues the document pertaining to the withdrawal of the acceptance of offer for or the rescission of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、役務提供事業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the acceptance of offer for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、申込者等に対し、当該役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the services pertaining to the service contract or any other money from the offeree even if services have already been offered based on the service contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、当該役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、申込者等に対し、速やかに、その全額を返還すること。(f) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the service provider has already received money in relation to the service contract, it must promptly return the full amount to the offeree. |
|  | ト　イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該役務提供契約に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該役務提供事業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。(g) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeree's land, building, or other structure has been changed due to offer of the services pertaining to the service contract, the offeree may demand that the Service Provider takes necessary measures for returning it to the original state without charge. |

２　当該売買契約に係る指定商品が法第九条第一項（第二号を除く。）の政令で定める指定商品に該当する場合において、その売買契約の申込みの撤回又はその売買契約の解除を行うことができないこととするときは、前項の書面には、次の各号に掲げる内容を記載しなければならない。

(2) When designated goods pertaining to the sales contract falls under designated goods specified by Cabinet Order referred to in Article 9, paragraph (1) (excluding item (ii)) of the Act, and if the offeree is now allowed to withdraw the acceptance of the offer for the sales contract or cancel the sales contract, the details prescribed in the following respective items must be included in the paperwork referred to in the preceding paragraph:

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the goods; and

二　当該商品については契約の申込みの撤回又は契約の解除を行うことができないこと。

(ii) the fact that the acceptance of the offer for the sales contract for the goods may not be withdrawn or the sales contract for the goods may not be cancelled.

３　当該売買契約に係る指定商品が法第九条第一項第二号の政令で定める指定商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の申込みの撤回又はその売買契約の解除を行うことができないこととするときは、第一項の書面には、第一項の表第一号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(3) When designated goods pertaining to the sales contract falls under designated goods specified by Cabinet Order referred to in Article 9, paragraph (1), item (ii) of the Act, if the offeree cannot withdraw the acceptance of the offer for the sales contract or cancel the sales contract in the case where the goods have been used or consumed in whole or in part, the paperwork referred to in paragraph (1) must include the details prescribed in the following items in the paperwork referred to in paragraph (1), in addition to the details prescribed in the lower columns of the table (1) referred to in paragraph 1:

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the goods; and

二　当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該申込者等に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の申込みの撤回又は契約の解除を行うことができないこと。

(ii) the fact that the acceptance of the offer for the sales contract may not be withdrawn or the sales contract may not be cancelled when the goods have been used or consumed in whole or in part (except the cases where the seller have the offeree use the goods or use or consume the goods in whole or in part).

４　法第五条第二項に規定する場合であつて、当該売買契約に係る指定商品若しくは指定権利の代金又は当該役務提供契約に係る指定役務の対価の総額が法第九条第一項第三号の政令で定める金額に満たない場合において、その売買契約若しくは役務提供契約の申込みの撤回又はその売買契約若しくは役務提供契約の解除を行うことができないこととするときは、第一項の書面には、その契約の申込みの撤回又は契約の解除を行うことができない旨を記載しなければならない。

(4) In the case prescribed in Article 5, paragraph (2) of the Act, if the total amount of designated goods or the designated rights pertaining to the sales contract or the total amount of designated services pertaining to the service contract is less than the amount specified by Cabinet Order referred to in Article 9, paragraph (1), item (iii) of the Act, when the acceptance of the offer for the sales contract or the service contract may not be withdrawn or the sales contract or the service contract may not be cancelled, the paperwork referred to in paragraph (1) must include the statement that the offeree may not withdraw the acceptance of the offer or cancel the offer for the sales contract or the service contract.

５　前各項に掲げる事項は赤枠の中に赤字で記載しなければならない。

(5) The particulars prescribed in the preceding paragraphs must be provided in red letters within the red frame.

（訪問販売における重要事項）

(Important matters in Door-to-Door Sales)

第六条の二　法第六条第一項第一号の経済産業省令で定める事項は、次の各号に掲げるものとする。

Article 6-2 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 6, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

一　商品の効能

(i) the efficacy of the goods;

二　商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三　商品の販売数量

(iii) quantity of goods sold;

四　商品の必要数量

(iv) quantity of goods required; and

五　役務又は権利に係る役務の効果

(v) the effects of the services pertaining to the services or rights.

（訪問販売における禁止行為）

(Prohibited Acts in Door-to-Door Sales)

第七条　法第七条第三号の経済産業省令で定める行為は、次の各号に掲げるものとする。

Article 7 Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 7, item (iii) of the Act are acts prescribed in the following items:

一　訪問販売に係る売買契約若しくは役務提供契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は訪問販売に係る売買契約若しくは役務提供契約の申込みの撤回若しくは解除について迷惑を覚えさせるような仕方でこれを妨げること。

(i) an act of soliciting a sales contract or a service contract pertaining to door-to-door sales in ways that make the customer feel annoyed or an act of preventing an offeree from withdrawing the acceptance of the offer for the sales contract or the service contract or cancelling the sales contract or service contract pertaining to door-to-door sales in ways that make the offeree feel annoyed;

二　老人その他の者の判断力の不足に乗じ、訪問販売に係る売買契約又は役務提供契約を締結させること。

(ii) an act of having an elderly or other person to conclude a sales contract or a service contract pertaining to door-to-door sales, by taking advantage of the impaired judgment of the elderly or other person;

三　顧客の知識、経験及び財産の状況に照らして不適当と認められる勧誘を行うこと。

(iii) an act of soliciting a contract that is deemed inappropriate in light of the customer's knowledge, experience, and asset situation;

四　訪問販売に係る売買契約又は役務提供契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(iv) an act of having an offeree provide false information concerning age, occupation, or other information in the paperwork pertaining to the contract, when concluding a sales contract or a service contract pertaining to door-to-door sales;

五　訪問販売に係る売買契約又は役務提供契約を締結するに際し、次に掲げる書面であつて、購入者又は役務の提供を受ける者（以下この号において「購入者等」という。）が生命保険に関する契約又は生命共済に関する契約（以下「生命保険契約等」という。）の被保険者又は被共済者（以下「被保険者等」という。）となることに同意する旨記載されているもの（当該生命保険契約等についての同意に関する事項が赤枠の中に日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの赤字で記載されており、かつ当該売買契約又は役務提供契約に関する署名又は押印とは別に当該生命保険契約等に関する署名及び押印をする欄が設けられているものを除く。）に、当該購入者等の署名又は押印をさせること。

(v) an act of having a purchaser sign or seal the following paperwork which contain the consent of a purchaser or recipient of the service (hereinafter referred to as "purchaser, etc." in this item) to be the insured person of a life insurance contract or mutual aid life insurance contract (hereinafter referred to as "life insurance contract, etc.") in concluding a sales contract or a service contract pertaining to door-to-door sales (except those which states the particulars concerning the consent to the relevant life insurance contract, etc. are indicated in red letters larger than those with a font size of 8 points specified in the Japanese Industrial Standard Z 8305 within the red frame and also a sign and seal column concerning the life insurance contract, etc. is prepared separately from a sign or seal column for the sales contract or a service contract pertaining to door-to-door sales),;

イ　法第四条又は法第五条の規定により交付する書面

(a) the paperwork provided pursuant to the provisions of Articles 4 or 5 of the Act

ロ　第三者が販売業者又は役務提供事業者に当該売買契約に係る商品若しくは権利の代金若しくは当該役務提供契約に係る役務の対価（以下「代金等」という。）を交付することを条件として購入者等が当該第三者に当該代金等に相当する額を支払う旨を記載した書面又は購入者等が代金等の全部若しくは一部に充てるための金銭を借り入れる旨を記載した書面

(b) the paperwork stating that a purchaser, etc. pays for the cost equivalent to the cost of the goods or rights pertaining to the sales contract or borrows money to pay for the cost in whole or in part on the condition that the third party pays for the costs of the goods or services pertaining to the sales contract provided by the seller or the service provider or the price for the services pertaining to the service contract (hereinafter referred to as "cost, etc.")

六　訪問販売に係る売買契約又は役務提供契約の締結について勧誘をするため、道路その他の公共の場所において、顧客の進路に立ちふさがり、又は顧客につきまとうこと。

(vi) an act of standing in the way of a customer or following around a customer on a road or at other public places in order to solicit a sales contract or a service contract pertaining to door-to-door sales;

七　法第九条第一項第二号の政令で定める商品の売買契約の解除を妨げるため、当該売買契約を締結した際、購入者に当該商品を使用させ又はその全部若しくは一部を消費させること。

(vii) having the purchaser use or consume the goods in whole or in part, in order to prevent cancellation of a sales contract for goods specified by Cabinet Order referred to in Article 9, paragraph (1), item (ii) of the Act, when concluding the sales contract.

（契約の申込みの撤回等の妨害後の書面の交付）

(Providing Paperwork after Withdrawal of Acceptance of Offer for Contract is Prevented)

第七条の二　法第九条第一項第一号の書面には、次に掲げる事項を記載しなければならない。

Article 7-2 (1) The paperwork referred to in Article 9, paragraph (1), item (i) of the Act must provide the following information:

一　商品若しくは権利の販売価格又は役務の対価

(i) the selling price of the goods or rights or the price for the services;

二　法第九条第一項第一号の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面により売買契約若しくは役務提供契約の申込みの撤回又は売買契約若しくは役務提供契約の解除を行うことができること。

(ii) the fact that the offeree may withdraw the acceptance of the offer for the sales contract or service contract or cancel the sales contract or the service contract in writing within eight days from the date on which the relevant paperwork is received, pursuant to the provisions of Article 9, paragraph (1), item (i) of the Act;

三　法第九条第二項から第七項までの規定に関する事項

(iii) particulars concerning the provisions of Article 9, paragraphs (2) through (7) of the Act;

四　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(iv) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;

五　売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(v) the name of the person who offers or concludes the sales contract or the service contract;

六　売買契約又は役務提供契約の申込み又は締結の年月日

(vi) the date on which the sales contract or the service contract is offered or concluded;

七　商品名及び商品の商標又は製造者名

(vii) the name of the goods and the trademark or the name of the manufacturer of the goods;

八　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(viii) the model number or type of goods (in the case of rights or services, the type of the rights or services); and

九　商品の数量

(ix) quantity of the goods.

２　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork must use letters and numbers larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

３　書面に記載するに際し、第一項第二号及び同項第三号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(3) When providing the information in the paperwork, the details prescribed in paragraph (1), items (i) and (iii) must be provided in red letters within the red frame.

４　前三項の規定により交付する書面は、様式第一によること。

(4) The paperwork to be provided pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 1.

５　販売業者又は役務提供事業者は、法第九条第一項第一号の書面を申込者等に交付した際には、直ちに申込者等が当該書面を見ていることを確認した上で、第一項第二号及び同項第三号に掲げる内容について申込者等に告げなければならない。

(5) When a seller or a service provider provides the paperwork referred to in Article 9, paragraph (1), item (i) of the Act to the offeree, they must immediately inform the offeree of the details prescribed in paragraph (1), items (ii) and (iii) after confirming that the offeree has read through the relevant paperwork.

第三節　通信販売

Section 3 Mail Order Sales

（通信販売についての広告）

(Advertisements for Mail Order Sales)

第八条　法第十一条第一項第五号の経済産業省令で定める事項は、次のとおりとする。

Article 8 (1) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 11, paragraph (1), item (v) of the Act are as follows:

一　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(i) the name, address, and telephone number of the seller or the service provider;

二　販売業者又は役務提供事業者が法人であつて、電子情報処理組織（販売業者又は役務提供事業者の使用に係る電子計算機と顧客の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第十条第三項及び第十四条第一項において同じ。）を使用する方法により広告をする場合には、当該販売業者又は役務提供事業者の代表者又は通信販売に関する業務の責任者の氏名

(ii) if the seller or the service provider is the juridical person that advertises by using an electronic data processing system (meaning an electronic data processing system connecting a computer used by the seller or the Service Provider to a computer used by the customer via an electric telecommunication line; the same applies to Article 10, paragraph (3) and Article 14, paragraph (1)), the name of the representative of the seller or the service provider or the person responsible for the sales concerning mail order sales;

三　申込みの有効期限があるときは、その期限

(iii) where there is a deadline for the contract; the deadline;

四　法第十一条第一項第一号に定める金銭以外に購入者又は役務の提供を受ける者の負担すべき金銭があるときは、その内容及びその額

(iv) if there is any money that must be borne by the purchaser or the service recipient other than the money specified in Article 11, paragraph (1), item (i) of the Act; the details and the amount;

五　商品に隠れた瑕疵がある場合の販売業者の責任についての定めがあるときは、その内容

(v) if there are provisions for the liability of the seller in the case where the goods have a hidden defect; the details of these provisions;

六　磁気的方法又は光学的方法によりプログラム（電子計算機に対する指令であって、一の結果を得ることができるように組み合わされたものをいう。以下同じ。）を記録した物を販売する場合、又は電子計算機を使用する方法により映画、演劇、音楽、スポーツ、写真若しくは絵画、彫刻その他の美術工芸品を鑑賞させ、若しくは観覧させる役務を提供する場合、若しくはプログラムを電子計算機に備えられたファイルに記録し、若しくは記録させる役務を提供する場合には、当該商品又は役務を利用するために必要な電子計算機の仕様及び性能その他の必要な条件

(vi) when selling products in which programs (meaning a command to a computer program that are combined to obtain a single result; the same applies hereinafter) are recorded by using electromagnetic or optical means, or when offering services to users to enable them to view or listen to movies, dramas, musical performances, sports, photographs, or paintings, sculptures or other fine arts and crafts or offering the services to enable the users to view those by using a computer, or when offering services to record or allow the users to record programs in computer files; the computer specifications, performance, and other requirements necessary for using the relevant goods or services;

七　前三号に掲げるもののほか商品の販売数量の制限その他の特別の商品若しくは権利の販売条件又は役務の提供条件があるときは、その内容

(vii) beyond what is set forth in the preceding three items, if there are restrictions on the quantity of goods sold or other special requirements to sell goods or rights or requirements to offer services; the restrictions or requirements;

八　広告の表示事項の一部を表示しない場合であつて、法第十一条第一項ただし書の書面を請求した者に当該書面に係る金銭を負担させるときは、その額

(viii) when the information to be provided in the advertisements are partially omitted, and if the person who requests the paperwork referred to in the proviso to Article 11, paragraph (1) of the Act must pay money pertaining to the paperwork; the amount of money;

九　電磁的方法（法第十一条第二項の電磁的方法をいう。第十六条を除き、以下同じ。）により広告をするときは、販売業者又は役務提供事業者の電子メールアドレス

(ix) when an advertisement for goods or services is placed by using electronic or magnetic means (meaning the electronic or magnetic means referred to in Article 11, paragraph (2) of the Act; the same applies hereinafter except Article 16); the same applies hereinafter); e-mail address of the seller or the service provider;

十　次のイ又はロのいずれかに該当するときを除き、相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするときは、その旨

(x) except the cases falling under (a) or (b) below, if an advertisement is placed by using electronic or magnetic means without receiving a request from or consent of the counterparty;, the relevant statement:

イ　相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告をするとき。

(a) when an advertisement is placed by posting the advertisement partially in the electronic or magnetic record that is sent by electronic or magnetic means based on the request from or with the consent of the counterparty; or

ロ　電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（販売業者又は役務提供事業者が当該役務を提供する者である場合を含む。第十条の三第二号、第二十五条第一項第五号、第二十六条の二第二号、第四十条第一項第五号及び第四十一条の二第二号において同じ。）による当該役務の提供に際して、広告をするとき（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。第十条の三第二号、第二十五条第一項第五号、第二十六条の二第二号、第四十条第一項第五号及び第四十一条の二第二号において同じ。）。

(b) when an advertisement for the services is placed by a person providing services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be posted partially in the electronic or magnetic record that is to be sent by electronic or magnetic means (including the cases where the seller or the service provider is the person that provides the services; the same applies in Article 10-3, item (ii), Article 25, paragraph (1), item (v), Article 26-2, item (ii), Article 40, paragraph (1), item (v), and Article 41-2, item (ii)), (excluding when the services are advertised to provide the services by having the user send the electronic or magnetic record by using the services by tempting or forcing the user; the same applies in Article 10-3, item (ii), Article 25, paragraph (1), item (v), Article 26-2, item (ii), Article 40, paragraph (1), item (v), and Article 41-2, item (ii)).

２　販売業者又は役務提供事業者は、前項第十号に掲げる事項について、その広告の用に供される電磁的記録の表題部の最前部に、本文で用いられるものと同一の文字コードを用いて符号化することにより「未承諾広告※」と表示しなければならない。ただし、電磁的記録の表題部の表示が、当該電磁的記録の送信に必要な範囲において他の符号化方法により重ねて符号化されるときは、重ねて符号化される前の文字コードが本文で用いられるものと同一の文字コードでなければならない。

(2) With regard to the information prescribed in item (x) of the preceding paragraph, a seller or a service provider must indicate "unapproved advertisement" at the top of the titles of the electronic or magnetic record used for the advertisement, encoding the information using the same character code as that used for the main clause; provided, however, that when the information of the titles of the electronic or magnetic record is further encoded by another encoding method as many times as necessary to transmit the electronic or magnetic record, the character code before further encoding must be the same as the character code used in the main clause.

第九条　法第十一条第一項本文の規定により通信販売をする場合の商品若しくは権利の販売条件又は役務の提供条件について広告をするときは、次に定めるところにより表示しなければならない。

Article 9 When advertising the terms and conditions to sell goods or rights or requirements to offer services in the case those are sold through mail order pursuant to the main clause of Article 11, paragraph (1) of the Act, this must be indicated as prescribed below:

一　商品の送料を表示するときは、金額をもつて表示すること。

(i) when indicating the shipment charge for the goods, the amount of the shipping charge must be indicated; and

二　商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(ii) the delivery date of the goods, the transfer date of the rights, or the length of the services must be indicated, specifying the length of the relevant contract or the relevant deadline.

第十条　法第十一条第一項ただし書の規定により同項第一号及び第八条第一項第四号に定める購入者又は役務の提供を受ける者の負担すべき金銭を表示しないことができる場合はその金銭を全部表示しない場合とし、この場合において法第十一条第一項各号に定める事項（第八条第一項第三号及び第六号から第十号までに掲げる事項を除く。）の一部を表示しないことができる。

Article 10 (1) The case where the indication of the money that must be borne by the purchaser or the service recipient specified in Article 11, paragraph (1), item (i) of the Act and Article 8, paragraph (1), item (iv) may be omitted pursuant to the proviso to Article 11, paragraph (1) of the Act is the case when the indication of the money is totally omitted, and in this case, the information specified in the respective items of Article 11, paragraph (1) of the Act (excluding the information prescribed in Article 8, paragraph (1), items (iii) and (vi) through (x)) may be partially omitted.

２　購入者又は役務の提供を受ける者の負担すべき金銭の全部を表示する場合は、法第十一条第一項第二号から第五号までに定める事項（第八条第一項第三号、第四号及び第六号から第十号までに掲げる事項を除く。）の一部を表示しないことができる。ただし、売買契約又は役務提供契約に係る金銭の全部又は一部の支払が商品の引渡し若しくは権利の移転又は役務の提供前である場合にあつては商品若しくは権利の代金又は役務の対価の支払時期、売買契約又は役務提供契約の申込みを受けた後遅滞なく当該申込みに係る商品を送付しない場合若しくは権利を移転しない場合又は役務を提供しない場合にあつては法第十一条第一項第三号に掲げる事項及び商品に隠れた瑕疵がある場合に販売業者がその責任を負わない場合にあつては販売業者の責任に関する事項についてはこの限りでない。

(2) When the seller or the service provider fully indicates the money that should be borne by the purchaser or the service recipient, the seller or the service provider may partially omit the information specified in Article 11, paragraph (1), items (ii) through (v) (excluding the information prescribed in Article 8, paragraph (1), items (iii), (iv), and (vi) through (x)); provided, however, that this does not apply to; the payment date for the goods or the rights or the price for the services where the payment pertaining to the sales contract or the service contract is made fully or partially prior to the delivery of the goods, transfer of the rights, or provision of the services; the information prescribed in Article 11, paragraph (1), item (iii) of the Act where the seller or the service provider fails to deliver the goods, transfer the rights, or provide the services pertaining to the offer without delay after the sales contract or service contract is offered; and the particulars concerning the liability of the seller where the seller is not liable for any damage when the goods have a hidden defect.

３　販売業者又は役務提供事業者は、電子情報処理組織を使用する方法により広告をする場合であつて、次に掲げる方法により法第十一条第一項各号に掲げる事項の一部を提供する旨の表示をするときは、当該事項の一部を表示しないことができる。

(3) If a seller or a service provider places an advertisement by using an electronic data processing system and indicates that the seller or service provider partially provides the information prescribed in the items of Article 11, paragraph (1) of the Act by any of the following means, the seller or the service provider may partially omit the relevant information:

一　販売業者又は役務提供事業者の使用に係る電子計算機と顧客の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、受信者の使用に係る電子計算機に備えられたファイルに記録する方法

(i) a method of sending the information via an electric telecommunication line connecting the computer used by the seller or the service provider to the computer used by the customer so as to record the information in a file on the computer used by the receiver;

二　販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて顧客の閲覧に供し、当該顧客の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(ii) a method of providing the information to be provided in the paperwork, which are recorded in a file on the computer used by the seller or the service provider, to the customer for inspection via an electric telecommunication line so as to record the relevant information in the file on the computer used by the customer; or

三　顧客の使用に係る電子計算機に書面に記載すべき事項を記録するためのファイルが備えられていない場合に、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイル（専ら当該顧客の用に供するものに限る。次項第二号において「顧客ファイル」という。）に記録された当該事項を電気通信回線を通じて顧客の閲覧に供する方法

(iii) a method of providing the information to be provided in the paperwork, which are recorded in a file on the computer used by the seller or the service provider (limited to a file used exclusively for the relevant customer; referred to as a "customer file" in item (ii) of the following paragraph), to the customer for inspection via an electric telecommunication line, if a file in which the information to be provided in the paperwork is not on the computer used by the customer.

４　前項に掲げる方法は、次に掲げる技術的基準に適合するものでなければならない。

(4) The methods prescribed in the preceding paragraph must comply with the following technical standards:

一　前項第一号又は第二号に掲げる方法にあつては、顧客がファイルへの記録を出力することによる書面を作成することができるものであること。

(i) a method referred to in item (i) or (ii) of the preceding paragraph must be a method that enables the customer to prepare the paperwork by outputting the information recorded in the file; and

二　前項第三号に掲げる方法にあつては、顧客ファイルへの記録がされた書面に記載すべき事項を、当該顧客ファイルに記録された時から起算して六月間、消去し、又は改変できないものであること。

(ii) a method referred to in item (iii) of the preceding paragraph must be a method to prevent the information that must be provided in the paperwork and recorded in the customer file from deletion or change for six months from the date on which the information is recorded in the customer file.

（電磁的方法）

(Electromagnetic means)

第十条の二　法第十一条第二項の情報通信の技術を利用する方法であつて経済産業省令で定めるものは、電子情報処理組織を使用して電磁的記録を相手方の使用に係る電子計算機に送信して提供する方法（他人に委託して行う場合を含む。）とする。

Article 10-2 A method to use information and communications technology specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 11, paragraph (2) of the Act is a method to provide an electronic or magnetic record to the computer used by the counterparty by using an electronic data processing system (including the cases where the services are entrusted to another person).

（適用除外）

(Exclusion from Application)

第十条の三　法第十一条第二項のその相手方の求めに応じて広告をするとき、その他の経済産業省令で定めるときは、次のいずれかのときとする。

Article 10-3 When an advertisement is placed at the request of the counterpart or other cases specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 11, paragraph (2) of the Act is any of the following cases:

一　販売業者又は役務提供事業者が他人に委託して広告をする場合であつて、その委託を受けた者がその委託に係る事業において次のイ及びロのいずれにも該当するとき。

(i) when the seller or the service provider places an advertisement by entrusting it to another person, and the relevant entrustee falls under (a) and (b) below in operating the entrusted business;

イ　自ら相手方からの請求を受けて、その請求に基づいて電磁的方法により広告（自ら相手方からの請求を受けて、その請求に基づいて電磁的方法により送信される電磁的記録であつて、その一部に広告が掲載されているものを含む。以下この号、第二十六条の二第一号及び第四十一条の二第一号において同じ。）をすること。

(a) the person voluntarily places an advertisement at the request of the counterparty by using an electronic or magnetic means based on the request (including an electronic or magnetic record that is to be sent by the person voluntarily at the request of the counterparty, on which an advertisement is partially posted, based on that request; the same applies hereinafter in this item, Article 26-2, item (i), and Article 41-2, item (i)); and

ロ　電磁的方法による広告の提供を請求した相手方が電磁的方法による広告の提供を受けることを停止したい旨の意思を表示するための方法をわかりやすく表示しており、その意思の表示を受けたときは電磁的方法による広告の提供を停止すること。

(b) a method to express the intent that the counterparty that has requested the advertisement by using an electronic or magnetic means wants to discontinue the advertisement by using an electronic or magnetic means is displayed in an easy-to-understand manner, and the relevant advertisements by using an electronic or magnetic means must be discontinued when the counterparty expresses the relevant intent;

二　販売業者又は役務提供事業者が、電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者による当該役務の提供に際して、広告をするとき。

(ii) when the seller or the service provider places an advertisement for a person that provides services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be partially placed on the electronic or magnetic record that is to be sent by the seller or service provider using an electronic or magnetic means.

（連絡方法の表示）

(Indicating the Methods of Contact)

第十条の四　相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするとき（相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告をするときを除く。第二十六条の三及び第四十一条の三において同じ。）であつて、法第十一条第二項の規定によりその相手方が電磁的方法による広告の提供を受けることを希望しない旨の意思を表示するための方法を表示するときは、その広告の用に供される電磁的記録の本文の最前部に「〈事業者〉」との表示に続けて次の事項を表示し、かつ、その相手方が広告の提供を受けることを希望しない旨及びその相手方の電子メールアドレスを通知することによつて当該販売業者又は役務提供事業者からの電磁的方法による広告の提供が停止されることを明らかにしなければならない。

Article 10-4 When an advertisement by using an electronic or magnetic means is placed without receiving a request from or consent of the counterparty (except when the advertisement is placed at the request of the counterparty or partially placed by posting it on the electronic or magnetic record that is sent by electronic or magnetic means after the consent of the counterparty is obtained; the same applies in Article 26-3 and Article 41-3) and if a method to indicate the intent of the counterparty that they want to discontinue the advertisement by using an electronic or magnetic means pursuant to the provisions of Article 11, paragraph (2) of the Act, the seller or the service provider must indicate the following information at the top of the main clause of the electronic or magnetic record used for the advertisement, following the term "service provider", and must indicate clearly that the counterparty wants to discontinue the advertisement and that the advertisement by using electronic or magnetic means placed by the seller or the service provider will be discontinued, by providing the user with e-mail address of the counterparty:

一　販売業者又は役務提供事業者の氏名又は名称

(i) the name of the seller or the service provider; and

二　相手方が電磁的方法による広告の提供を受けることを希望しない旨を通知するための電子メールアドレス

(ii) e-mail address to give a notice stating that the counterparty wants to discontinue the advertisement by using an electronic or magnetic means.

（誇大広告等の禁止）

(Prohibition of Misleading Advertising)

第十一条　法第十二条の経済産業省令で定める事項は次のとおりとする。

Article 11 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 12 of the Act are as follows:

一　商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、効果

(i) the type, performance, quality or efficacy of the goods; the type, description or effects of the services; or the type or description of the rights, or the type or effects of the services pertaining to the rights;

二　商品、権利若しくは役務、販売業者若しくは役務提供事業者又は販売業者若しくは役務提供事業者の営む事業についての国、地方公共団体、通信販売協会その他著名な法人その他の団体又は著名な個人の関与

(ii) involvement of the State, a local government, the Japan Direct Marketing Association, any other famous juridical person , any other organization, or a famous individual in the goods, the rights, or the services, or the seller or the service provider, or the business operated by the seller or the service provider;

三　商品の原産地若しくは製造地、商標又は製造者名

(iii) the place of origin or place of production, the trademark, or the name of manufacturer of the goods; and

四　法第十一条第一項各号に掲げる事項

(iv) the particulars prescribed in the respective items of Article 11, paragraph (1) of the Act.

（通信販売における承諾等の通知）

(Notice of acceptance of Mail Order Sales)

第十二条　法第十三条第一項の経済産業省令で定める事項は、次のとおりとする。

Article 12 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 13, paragraph (1) of the Act are as follows:

一　申込みを承諾する旨又は承諾しない旨（当該商品若しくは当該権利の代金又は当該役務の対価の受領前にその申込みを承諾する旨又は承諾しない旨をその申込みをした者に通知している場合には、その旨）

(i) a confirmation of acceptance or non-acceptance of the offer (if the seller or the service provider notifies the person that has accepted the offer of their acceptance or non-acceptance of the offer before the cost for the goods or rights or the price for the services is paid; a notice of confirmation);

二　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(ii) the name, address, and telephone number of the seller or the service provider;

三　受領した金銭の額及びそれ以前に受領した金銭があるときはその合計額

(iii) the amount of money received and the total amount if any money has been received previously;

四　当該金銭を受領した年月日

(iv) the date on which the money is received;

五　申込みを受けた商品名及びその数量又は権利若しくは役務の種類

(v) the name and quantity of the goods or the type of the rights or services for which the offer was accepted; and

六　申込みを承諾するときは、その商品の引渡時期若しくは権利の移転時期又は役務の提供時期

(vi) when confirming the acceptance of the offer; the delivery date of the goods, the transfer date of the rights, or the length of the services.

第十三条　法第十三条第一項の規定により申込みをした者に書面により通知するときは、次の各号に定めるところにより行わなければならない。

Article 13 (1) When a seller or a service provider notifies the person who has accepted the offer pursuant to the provisions of Article 13, paragraph (1) of the Act in writing, the seller or the service provider must give a notice as prescribed in the following items:

一　申込みを承諾しない旨を通知するときは、既に受領している金銭を直ちに返還する旨及びその方法を記載すること。

(i) when giving a confirmation notice of non-acceptance of the offer, the notice must state that the money that has already been paid will be refunded immediately and the method of refunding; and

二　商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(ii) the delivery date of the goods, the transfer date of the rights, or the length of services must be indicated, specifying the length of the relevant contract or the relevant deadline.

２　前項の書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork referred to in the preceding paragraph must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

（情報通信の技術を利用する方法）

(Methods to Use Information and Communication Technology)

第十四条　法第十三条第二項の経済産業省令で定める方法は、次に掲げる方法とする。

Article 14 (1) Methods specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 13, paragraph (2) of the Act are methods prescribed below:

一　電子情報処理組織を使用する方法のうち、イ、ロ又はハに掲げるもの

(i) methods to use the electronic data processing system, that are prescribed in (a), (b), or (c):

イ　販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、受信者の使用に係る電子計算機に備えられたファイルに記録する方法

(a) a method to send the information via an electric telecommunication line that connects the computer used by the seller or the service provider to the computer used by the person who has accepted the offer so as to record the data in a file on the computer used by the receiver;

ロ　販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された通知すべき事項を電気通信回線を通じて申込みをした者の閲覧に供し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法（法第十三条第二項前段に規定する方法による提供を受ける旨の承諾又は受けない旨の申出をする場合にあつては、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルにその旨を記録する方法）

(b) a method to make the information that must be notified, which are recorded in a file on the computer used by the seller or the service provider, available for an inspection by a person who has accepted the offer via an electric telecommunication line so as to record the data in a file on the computer used by the person who has accepted the offer (when a person who has accepted the offer accepts or refuses the offer to receive the information through the method prescribed in the first sentence of Article 13, paragraph (2) of the Act; a method to record the person's acceptance or refusal in a file on the computer used by the seller or the service provider); or

ハ　申込みをした者の使用に係る電子計算機に通知すべき事項を記録するためのファイルが備えられていない場合に、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイル（専ら当該申込みをした者の用に供するものに限る。次項第二号において「申込者ファイル」という。）に記録された当該事項を電気通信回線を通じて申込みをした者の閲覧に供する方法

(c) a method to make the information that must be notified, which is recorded in a file on the computer used by the seller or the service provider (limited to files that are used exclusively by the person who has accepted the offer; referred to as a "offeree file" in item (ii) of the following paragraph), available for an inspection by the person who has accepted the offer via an electric telecommunication line, if the computer used by the person who has accepted the offer does not have a file to record the relevant data; and

二　磁気ディスク、シー・ディー・ロムその他これらに準ずる方法により一定の事項を確実に記録しておくことができる物をもつて調製するファイルに通知すべき事項を記録したものを交付する方法

(ii) a method to provide the information that must be notified, in which a file containing a record is prepared by using a medium that allows secure recording of the relevant information, such as a magnetic disk, a CD-ROM, or other medium equivalent thereto.

２　前項に掲げる方法は、次に掲げる技術的基準に適合するものでなければならない。

(2) The method prescribed in the preceding paragraph must comply with the following technical standards:

一　前項第一号イ又はロに掲げる方法にあつては、申込みをした者がファイルへの記録を出力することによる書面を作成することができるものであること。

(i) a method referred to in (a) or (b) of item (i) of the preceding paragraph must be a method that the person who has accepted the offer is able to prepare a paperwork by outputting the information recorded in the file;

二　前項第一号ハに掲げる方法にあつては、申込者ファイルへの記録がされた通知すべき事項を、当該申込者ファイルに記録された時から起算して六月間、消去し、又は改変できないものであること。

(ii) a method referred to in (c) of item (i) of the preceding paragraph must be a method to prevent the information that must be notified from deletion or change for six months from the date on which the relevant information is recorded in the relevant offeree file; and

３　販売業者又は役務提供事業者は、第一項に掲げる方法により法第十三条第一項本文の規定による書面による通知に代えて当該通知すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

(3) when providing the information that must be notified pursuant to the provisions of paragraph (1) in place of a written notice under the main clause of Article 13, paragraph (1) of the Act, the seller or the service provider must indicate the information clearly so that the person who has accepted the offer may read it.

第十五条　特定商取引に関する法律施行令（昭和五十一年政令第二百九十五号。以下「令」という。）第七条第一項の規定により示すべき方法の種類及び内容は、次に掲げる事項とする。

Article 15 The type and details of the method that must be indicated pursuant to the provisions of Article 7, paragraph (1) of the Order for Enforcement of the Act on Specified Commercial Transactions (Cabinet Order No. 295 of 1976; hereinafter referred to as the "Order") are the following information:

一　前条第一項に規定する方法のうち販売業者又は役務提供事業者が使用するもの

(i) methods prescribed in paragraph 1 of the preceding Article, which are used by the seller or the service provider; and

二　ファイルへの記録の方式

(ii) a method to record the information in a file.

（顧客の意に反して契約の申込みをさせようとする行為）

(an act of having a customer accept the offer for contract against the customer's will)

第十六条　法第十四条の経済産業省令で定める行為は、次のとおりとする。

Article 16 (1) Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 14 are as follows:

一　販売業者又は役務提供事業者が、電子契約の申込みを受ける場合において、電子契約に係る電子計算機の操作（当該電子契約の申込みとなるものに限る。次号において同じ。）が当該電子契約の申込みとなることを、顧客が当該操作を行う際に容易に認識できるように表示していないこと。

(i) when confirming the acceptance of offer in an electronic contract, the seller or the service provider fails to indicate that the computer operations pertaining to the electronic contract (limited to those that are acceptance of the offers in electronic contracts; the same applies in the following item) are deemed as the acceptance of the offer in the electronic contract, so that the customer can understand it easily when performing the computer operations;

二　販売業者又は役務提供事業者が、電子契約の申込みを受ける場合において、申込みの内容を、顧客が電子契約に係る電子計算機の操作を行う際に容易に確認し及び訂正できるようにしていないこと。

(ii) when confirming the acceptance of the offer in an electronic contract, the seller or the service provider fails to enable the customer to easily confirm the details of the offer and make corrections when performing the computer operations pertaining to the electronic contract; and

三　販売業者又は役務提供事業者が、申込みの様式が印刷された書面により売買契約又は役務提供契約の申込みを受ける場合において、当該書面の送付が申込みとなることを、顧客が容易に認識できるように当該書面に表示していないこと。

(iii) when the seller or the service provider confirms the acceptance of the offer for a sales contract or a service contract using a paperwork on which an application form is printed, the seller or the service provider fails to state that the submission of the paperwork is deemed as the acceptance of the offer, so that the customer can understand it easily.

２　前項の「電子契約」とは、販売業者又は役務提供事業者と顧客との間で電磁的方法により電子計算機の映像面を介して締結される売買契約又は役務提供契約であつて、販売業者若しくは役務提供事業者又はこれらの委託を受けた者が当該映像面に表示する手続きに従つて、顧客がその使用する電子計算機を用いて送信することによつてその申込みを行うものをいう。

(2) An "electronic contract" referred to in the preceding paragraph means a sales contract or a service contract concluded between the seller or the service provider and the customer by using an electronic or magnetic means through computer screens, in which the customer accepts the offer online using the computer they use following the procedure displayed on the screen by the seller or the service provider or a person to whom the offer is entrusted by the seller or the service provider.

第四節　電話勧誘販売

Section 4 Telemarketing Sales

（電話勧誘販売における書面の交付等）

(Providing Paperwork for Telemarketing Sales)

第十七条　法第十八条第五号の経済産業省令で定める事項は、次のとおりとする。

Article 17 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 18, item (v) of the Act are as follows:

一　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a juridical person; the name of its representative;

二　売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(ii) the name of the person who offers or concludes the sales contract or the service contract;

三　売買契約又は役務提供契約の申込み又は締結の年月日

(iii) the date on which the sales contract or the service contract is offered or concluded;

四　商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(v) the model number or type of goods (in the case of rights or services; the type of rights or services);

六　商品の数量

(vi) quantity of the goods;

七　商品に隠れた瑕疵がある場合の販売業者の責任についての定めがあるときは、その内容

(vii) if there are provisions on the liability of the seller in the case the goods have a hidden defect; the details of the provisions;

八　契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions on cancellation of the contract, the details of the provisions; and

九　前二号に掲げるもののほか特約があるときは、その内容

(ix) if there are any special provisions beyond what is set forth in the preceding two paragraphs; the details of the provisions.

第十八条　法第十九条第二項の経済産業省令で定める事項は、次のとおりとする。

Article 18 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 19 (2) of the Act are as follows:

一　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a juridical person; the name of its representative;

二　売買契約又は役務提供契約の締結を担当した者の氏名

(ii) the name of the person who concludes the sales contract or the service contract;

三　売買契約又は役務提供契約の締結の年月日

(iii) the date on which the sales contract or the service contract is concluded;

四　商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(v) the model number or type of goods (in the case of rights or services; the type of rights or services);

六　商品の数量

(vi) quantity of the goods;

七　商品に隠れた瑕疵がある場合の販売業者の責任についての定めがあるときは、その内容

(vii) if there are provisions on the liability of the seller in the case where the goods have a hidden defect; the details of the provisions;

八　契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions on cancellation of the contract; the details of the provisions; and

九　前二号に掲げるもののほか特約があるときは、その内容

(ix) where there are any special provisions beyond what is set forth in the preceding two paragraphs, the details of the provisions.

第十九条　法第十八条又は法第十九条の規定により交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

Article 19 (1) The paperwork to be provided pursuant to the provisions of Article 18 or Article 19 of the Act (hereinafter referred to as the "paperwork" in this Article) must respectively meet the requirements set forth in the lower column of the following table for the particulars prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 事項Matters | 基準Requirements |
| 一　商品に隠れた瑕疵がある場合の責任に関する事項(1) Matters concerning the liability in the case the goods have a hidden defect | 商品に隠れた瑕疵がある場合に販売業者が当該瑕疵について責任を負わない旨が定められていないこと。None of the provisions must exempt the seller from liability for the defect in the case the goods have a hidden defect. |
| 二　契約の解除に関する事項(2) Matters concerning cancellation of the contract | イ　購入者又は役務の提供を受ける者からの契約の解除ができない旨が定められていないこと。(a) none of the provisions must prohibit the purchaser or the service recipient from cancelling the contract. |
|  | ロ　販売業者又は役務提供事業者の責に帰すべき事由により契約が解除された場合における販売業者又は役務提供事業者の義務に関し、民法に規定するものより購入者又は役務の提供を受ける者に不利な内容が定められていないこと。(b) none of the provisions must be more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code with regard to the obligations of the seller or the service provider in the case the contract is cancelled due to a cause imputable to the seller or the service provider. |
| 三　その他の特約に関する事項(3) Matters concerning other special provisions | 法令に違反する特約が定められていないこと。No special provisions must be prescribed in violation of laws and regulations. |

２　書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork must state that a person must read through its contents carefully, in red letters within the red frame.

３　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

第二十条　法第十八条又は法第十九条の規定により交付する書面に記載する法第十八条第四号に掲げる事項については、次項及び第四項に規定する場合を除き、次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

Article 20 (1) With regard to the particulars prescribed in Article 18, item (iv) of the Act that are included in the paperwork which is provided pursuant to the provisions of Article 18 or Article 19, the details prescribed in the lower column of the following table must be respectively provided according to the classification specified in the upper column of that table, except for the cases prescribed in the following paragraph and paragraph (4).

|  |  |
| --- | --- |
| 一　商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項(1) Matters concerning withdrawal of the acceptance of offer for or cancellation of a sales contract for goods | イ　法第十九条の書面を受領した日（その日前に法第十八条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等（法第二十四条第一項の申込者等をいう。以下この条及び第二十三条の二において同じ。）は、書面により商品の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。(a) the offeree (meaning the offeree prescribed in Article 24, paragraph (1) of the Act; hereinafter the same applies in this Article and Article 23-2) must be able to withdraw the acceptance of offer for or cancel the sales contract for goods in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the offeree has received the document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、販売業者が法第二十一条第一項の規定に違反して商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第二十四条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the acceptance of offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting information concerning withdrawal of the acceptance of offer for or cancellation of the sales contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the application for or cancel the sales contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 24, paragraph (1), item (i) of the Act that has been issued by the seller. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeree issues the document pertaining to the withdrawal of the offer for or the cancellation of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は販売業者の負担とすること。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for taking back any goods already delivered under the sales contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、商品の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。(f) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller must promptly return the full amount to the offeree. |
| 二　権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項(2) Matters concerning withdrawal of the acceptance of offer for or cancellation of a sales contract for rights | イ　法第十九条の書面を受領した日（その日前に法第十八条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面により権利の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。(a) the offeree must be able to withdraw the acceptance of offer for or cancel the sales contract for rights in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the offeree has received the document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、販売業者が法第二十一条第一項の規定に違反して権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第二十四条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the acceptance of offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the acceptance of offer for or cancellation of the sales contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the offer for or cancel the sales contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 24, paragraph (1), item (i) of the Act that has been issued by the seller. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the application for or rescission of the contract referred to in (a) or (b) must take effect when the offeree issues the document pertaining to the withdrawal of the offer for or the cancellation of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the acceptance of offer for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the sales contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に権利の行使により施設が利用され又は役務が提供されたときにおいても、当該販売業者は、申込者等に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。(f) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the exercise of the rights from the offeree even if facilities have already been used or services have already been offered through exercise of the rights. |
|  | ト　イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該権利に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該販売業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。(g) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeree's land, building, or other structure has been changed due to offer of the services pertaining to the rights, the offeree may demand that the seller takes necessary measures for restoring it to the original state without charge. |
|  | チ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。(h) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller must promptly return the full amount to offeree. |
| 三　役務提供契約の申込みの撤回又は役務提供契約の解除に関する事　（３）Matters concerning withdrawal of application for or rescission of a service contract | イ　法第十九条の書面を受領した日（その日前に法第十八条の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面により役務提供契約の申込みの撤回又は役務提供契約の解除を行うことができること。(a) the offeree must be able to withdraw the acceptance of offer for or cancel the service contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the offeree has received the document on an earlier date). |
|  | ロ　イに記載した事項にかかわらず、申込者等が、役務提供事業者が法第二十一条第一項の規定に違反して役務提供契約の申込みの撤回又は役務提供契約の契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該役務提供事業者が交付した法第二十四条第一項第一号の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。(b) notwithstanding the matter stated in (a), if the offeree had not withdrawn the acceptance of offer for or cancelled the service contract due to being misled by the service provider's act of misrepresenting information concerning withdrawal of the acceptance of offer for or cancellation of the service contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the offeree in violation of the provision of paragraph (3) of that Article of the Act, the offeree must be able to withdraw the acceptance of offer for or cancel the service contract in writing for a period until eight days have passed from the date on which the offeree received the document referred to in Article 24, paragraph (1), item (i) of the Act that has been issued by the service provider. |
|  | ハ　イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面を発した時に、その効力を生ずること。(c) the withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeree issues the document pertaining to the withdrawal of the acceptance of offer for or the cancellation of the contract. |
|  | ニ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、役務提供事業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the acceptance of offer for or cancellation of the contract from the offeree. |
|  | ホ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、申込者等に対し、当該役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。(e) when there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the services pertaining to the service contract or any other money from the offeree even if services have already been offered based on the service contract. |
|  | ヘ　イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、当該役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、申込者等に対し、速やかに、その全額を返還すること。(f) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the service provider has already received money in relation to the service contract, it must promptly return the full amount to the offeree. |
|  | ト　イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該役務提供契約に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該役務提供事業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。(g) where there has been withdrawal of the acceptance of offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeree's land, building, or other structure has been changed due to offer of the services pertaining to the service contract, the offeree may demand that the service provider takes necessary measures for restoring it to the original state without charge. |

２　書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork must state that a person must read through its contents carefully, in red letters within the red frame.

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the goods; and

二　当該商品については契約の申込みの撤回又は契約の解除を行うことができないこと。

(ii) the fact that the offeree may not withdraw the acceptance of the offer or cancel the contract for the goods.

３　当該売買契約に係る指定商品が法第二十四条第一項第二号の政令で定める指定商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の申込みの撤回又はその売買契約の解除を行うことができないこととするときは、第一項の書面には、第一項の表第一号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(3) When the designated goods pertaining to the sales contract fall under the designated goods specified by Cabinet Order referred to in Article 24, paragraph (1), item (ii) of the Act, and the acceptance of the offer for the sales contract may not be withdrawn or the sales contract may not be cancelled in the case where the offeree has used or consumed the designated goods in whole or in part, the seller must include the details prescribed in the following respective items in the paperwork referred to in paragraph (1), in addition to the details prescribed in the lower columns of table (1) referred to in paragraph (1):

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the goods; and

二　当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該申込者等に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の申込みの撤回又は契約の解除を行うことができないこと。

(ii) the fact that the offeree may not withdraw the acceptance of the offer for the contract or cancel the contract when the offeree has used or consumed the goods in whole or in part (except the cases where the seller has forced the offeree, etc. to use the goods or to consume the goods in whole or in part).

４　法第十九条第二項に規定する場合であつて、当該売買契約に係る指定商品若しくは指定権利の代金又は当該役務提供契約に係る指定役務の対価の総額が法第二十四条第一項第三号の政令で定める金額に満たない場合において、その売買契約若しくは役務提供契約の申込みの撤回又はその売買契約若しくは役務提供契約の解除を行うことができないこととするときは、第一項の書面には、その契約の申込みの撤回又は契約の解除を行うことができない旨を記載しなければならない。

(4) In the case prescribed in Article 19, paragraph (2) of the Act, in which the total amount of the designated goods or the designated rights pertaining to the sales contract or the price for the designated services pertaining to the service contract is less than the amount specified by Cabinet Order referred to in Article 24, paragraph (1), item (iii) of the Act, if the acceptance of the offer for the sales contract or the service contract may not be withdrawn or the sales contract or service contract may not be cancelled, the seller or the service provider must state the fact that the offeree may not withdraw the acceptance of the offer for the contract or cancel the contract in the paperwork referred to in paragraph (1).

５　前各項に掲げる事項は赤枠の中に赤字で記載しなければならない。

(5) The particulars prescribed in the preceding paragraphs must be provided in red letters within the red frame.

（電話勧誘販売における承諾等の通知）

(Notice of Acceptance for Mail Order Sales)

第二十一条　法第二十条の経済産業省令で定める事項は、次のとおりとする。

Article 21 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 20 of the Act are as follows:

一　申込みを承諾する旨又は承諾しない旨（当該商品若しくは当該権利の代金又は当該役務の対価の受領前にその申込みを承諾する旨又は承諾しない旨をその申込みをした者に通知している場合には、その旨）

(i) a confirmation of acceptance or non-acceptance of the offer (if the seller or the service provider notifies the person who has accepted the offer of their acceptance or non-acceptance of the offer before the cost for the goods or rights or the price for the services is paid; a notice of confirmation);

二　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(ii) the name, address, and telephone number of the seller or the service provider;

三　受領した金銭の額及びそれ以前に受領した金銭があるときはその合計額

(iii) the amount of money received and the total amount if any money has been received previously;

四　当該金銭を受領した年月日

(iv) the date on which the money is received;

五　申込みを受けた商品名及びその数量又は権利若しくは役務の種類

(v) the name and quantity of the goods or the type of rights or services for which the offer is accepted; and

六　申込みを承諾するときは、その商品の引渡時期若しくは権利の移転時期又は役務の提供時期

(vi) when confirming the acceptance of the offer; the delivery date of the goods, the transfer date of the rights, or the length for the services.

第二十二条　法第二十条の規定により申込みをした者に書面により通知するときは、次の各号に定めるところにより行わなければならない。

Article 22 (1) When a seller or a service provider notifies the person who has accepted the offer pursuant to the provisions of Article 20 of the Act in writing, the seller or the service provider must give a notice as prescribed in the following items:

一　申込みを承諾しない旨を通知するときは、既に受領している金銭を直ちに返還する旨及びその方法を記載すること。

(i) when giving a confirmation notice of non-acceptance of the offer, the notice must state that the money that has already been paid will be refunded immediately and the method of refunding; and

二　商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(ii) the delivery date of the goods, the transfer date of the rights, or the length of the services must be indicated, specifying the length of the relevant contract or the relevant deadline.

２　前項の書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork referred to in the preceding paragraph must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

（電話勧誘販売における重要事項）

(Important Matters on Telemarketing Sales)

第二十二条の二　法第二十一条第一項第一号の経済産業省令で定める事項は、次の各号に掲げるものとする。

Article 22-2 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 21, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

一　商品の効能

(i) the efficacy of the goods;

二　商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三　商品の販売数量

(iii) quantity of goods sold;

四　商品の必要数量

(iv) quantity of goods required; and

五　役務又は権利に係る役務の効果

(v) the effects of the services pertaining to the services or rights.

（電話勧誘販売における禁止行為）

(Prohibited Acts in Telemarketing Sales)

第二十三条　法第二十二条第三号の経済産業省令で定める行為は、次の各号に掲げるものとする。

Article 23 Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 22, item (iii) of the Act are acts prescribed in the following items:

一　電話勧誘販売に係る売買契約若しくは役務提供契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は電話勧誘販売に係る売買契約若しくは役務提供契約の申込みの撤回若しくは解除について迷惑を覚えさせるような仕方でこれを妨げること。

(i) an act of soliciting a sales contract or a service contract pertaining to telemarketing sales in ways that makes the offeree feel annoyed or an act of preventing the offeree from withdrawing the acceptance of the offer for the sales contract or service contract or cancelling the sales contract or service contract pertaining to telemarketing sales in ways that makes the offeree feel annoyed;

二　老人その他の者の判断力の不足に乗じ、電話勧誘販売に係る売買契約又は役務提供契約を締結させること。

(ii) an act of forcing an elderly or other person to conclude a sales contract or a service contract pertaining to telemarketing sales, by taking advantage of the impaired judgment of the elderly or other person;

三　顧客の知識、経験及び財産の状況に照らして不適当と認められる勧誘を行うこと。

(iii) an act of solicit a contract that is deemed inappropriate in light of the customer's knowledge, experience, and asset situation;

四　電話勧誘販売に係る売買契約又は役務提供契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(iv) an act of having a client provide false information concerning age, occupation, or other particulars in the paperwork pertaining to the contract, when concluding a sales contract or a service contract pertaining to telemarketing sales;

五　法第二十四条第一項第二号の政令で定める商品の売買契約の解除を妨げるため、当該売買契約を締結した際、購入者に当該商品を使用させ又はその全部若しくは一部を消費させること。

(v) having the purchaser use the goods or use or consume the goods in whole in part in order to prevent cancellation of a sales contract for goods specified by Cabinet Order referred to in Article 24, paragraph (1), item (ii) of the Act, when concluding the sales contract.

（契約の申込みの撤回等の妨害後の書面の交付）

(Providing Paperwork after Withdrawal of Acceptance of Offer for Contract is Prevented)

第二十三条の二　法第二十四条第一項第一号の書面には、次に掲げる事項を記載しなければならない。

Article 23-2 (1) The paperwork referred to in Article 24, paragraph (1), item (i) of the Act must include the following particulars:

一　商品若しくは権利の販売価格又は役務の対価

(i) the selling price of the goods or rights or the price for the services;

二　法第二十四条第一項第一号の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面により売買契約若しくは役務提供契約の申込みの撤回又は売買契約若しくは役務提供契約の解除を行うことができること。

(ii) the fact that the offeree may withdraw the acceptance of the offer for the sales contract or the service contract or cancel the sales contract or service contract in writing within eight days from the date on which the relevant paperwork is received, pursuant to the provisions of Article 24, paragraph (1), item (i) of the Act;

三　法第二十四条第二項から第七項までの規定に関する事項

(iii) particulars concerning the provisions of Article 24, paragraphs (2) through (7) of the Act;

四　販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(iv) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;

五　売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(v) the name of the person who offers or concludes the sales contract or the service contract;

六　売買契約又は役務提供契約の申込み又は締結の年月日

(vi) the date on which the sales contract or the service contract is offered or concluded;

七　商品名及び商品の商標又は製造者名

(vii) the name of the goods and the trademark or the name of the manufacturer of the goods;

八　商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

(viii) the model number or type of goods (in the case of rights or services; the type of rights or services); and

九　商品の数量

(ix) quantity of the goods.

２　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

３　書面に記載するに際し、第一項第二号及び同項第三号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(3) When providing the information in the paperwork, the details prescribed in paragraph (1), items (ii) and (iii) must be provided in red letters within the red frame.

４　前三項の規定により交付する書面は、様式第一によること。

(4) The paperwork to be provided pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 1.

５　販売業者又は役務提供事業者は、法第二十四条第一項第一号の書面を申込者等に交付した際には、直ちに申込者等が当該書面を見ていることを確認した上で、第一項第二号及び同項第三号に掲げる内容について申込者等に告げなければならない。

(5) When a seller or a service provider provides the paperwork referred to in Article 24, paragraph (1), item (i) of the Act to the offeree, the seller or the service provider must immediately inform the offeree of the details prescribed in paragraph (1), items (ii) and (iii) after confirming that the offeree has read through the relevant paperwork.

第二章　連鎖販売取引

Chapter II Multilevel Marketing Transactions

（特定利益）

(Specified Profits)

第二十四条　法第三十三条第一項の経済産業省令で定める要件は、次のいずれかとする。

Article 24 The requirement specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 33, paragraph (1) of the Act is any of the following requirements:

一　商品（法第三十三条第一項の商品をいう。第二十七条、第二十八条及び第三十条を除き、以下この章において同じ。）の再販売、受託販売若しくは販売のあつせんをする他の者又は同種役務の提供若しくは役務の提供のあつせんをする他の者が提供する取引料により生ずるものであること。

(i) profits coming from resale of the goods, sale of goods entrusted to another person (meaning the goods referred to in Article 33, paragraph (1) of the Act; the same applies hereinafter in this chapter except Article 27, Article 28, and Article 30), or from transaction fees paid by another person that mediates the sale or another person that provides the similar services or mediates the offer for the services;

二　商品の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品の販売又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の提供により生ずるものであること。

(ii) profits coming from sale of the goods to another person that resells, sells goods entrusted to another person or mediates the sales of the goods, or from the provision of services to another person that provides the similar services or mediates the provision of the services; or

三　商品の再販売、受託販売若しくは販売のあつせんをする他の者が取引料の提供若しくは商品の購入を行う場合又は同種役務の提供若しくは役務の提供のあつせんをする他の者が取引料の提供若しくは役務の対価の支払を行う場合に当該他の者以外の者が提供する金品により生ずるものであること。

(iii) when another person that resells, sells the goods entrusted to that person, or mediates the sales of the goods pays a transaction fee or purchases the goods, or when another person that provides the similar services, or mediates the provision of the services pays a transaction fee or pays the price for the services; profits coming from money and goods provided by a person other than that person.

（連鎖販売取引における重要事項）

(Important Matters for Multilevel Marketing Transactions)

第二十四条の二　法第三十四条第一項第一号の経済産業省令で定める事項は、次の各号に掲げるものとする。

Article 24-2 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 34, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

一　商品の効能

(i) the efficacy of the goods;

二　商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三　商品の販売数量

(iii) quantity of goods sold; and

四　役務又は権利に係る役務の効果

(iv) the effects of the services pertaining to the services or rights.

（法第三十四条第四項の経済産業省令で定める場所）

(Places specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 34, paragraph (4) of the Act)

第二十四条の三　法第三十四条第四項の経済産業省令で定める場所は、次の各号に掲げるものとする。

Article 24-3 Places specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 34, paragraph (4) of the Act are places prescribed in the following items:

一　営業所

(i) a business office;

二　代理店

(ii) an agency;

三　露店、屋台店その他これらに類する店

(iii) a street stall, a food stall, or any other similar store;

四　前三号に掲げるもののほか、一定の期間にわたり、商品を陳列し、当該商品を販売する場所であつて、店舗に類するもの

(iv) beyond what is set forth in the preceding three items, a place similar to a store that displays and sells the goods for a specific period.

（連鎖販売取引についての広告）

(Advertisements for Multilevel Marketing Transactions)

第二十五条　法第三十五条第一項第四号の経済産業省令で定める事項は、次のとおりとする。

Article 25 (1) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 35, paragraph (1), item (iv) of the Act are as follows:

一　広告をする統括者、勧誘者又は一般連鎖販売業者の氏名又は名称、住所及び電話番号（勧誘者又は一般連鎖販売業者にあつては、その連鎖販売業に係る統括者の氏名又は名称、住所及び電話番号を含む。）

(i) the name, address, and telephone number of the advertising supervisor, solicitor, or general distributors in multilevel marketing (in the case of a solicitor or a general distributor in multilevel marketing; the name, address, and telephone number of the supervisor pertaining to the multilevel marketing);

二　統括者、勧誘者又は一般連鎖販売業者が法人であつて、電子情報処理組織（統括者、勧誘者又は一般連鎖販売業者の使用に係る電子計算機と顧客の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。）を使用する方法により広告をする場合には、当該統括者、勧誘者若しくは一般連鎖販売業者の代表者又は連鎖販売業に関する業務の責任者の氏名

(ii) when the supervisor, the solicitor, or the general distributor in multilevel marketing is the juridical person and places an advertisement using the method of an electronic data processing system (meaning an electronic data processing system connecting a computer used by the supervisor, the solicitor, or the general distributor in multilevel marketing to a computer used by the customer via an electric telecommunication line), the name of the supervisor, the solicitor, or the representative of general distributors in multilevel marketing or the person responsible for the sale concerning multilevel marketing;

三　商品名

(iii) the name of the Goods;

四　電磁的方法により広告をするときは、統括者、勧誘者又は一般連鎖販売業者の電子メールアドレス

(iv) when advertisement is placed by electronic or magnetic means, the e-mail address of the supervisor, the solicitor, or the general distributor in multilevel marketing;

五　次のイ又はロのいずれかに該当するときを除き、相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするときは、その旨

(v) except in cases falling under the following (a) or (b), when placing an advertisement by electronic or magnetic means without receiving a request from or consent of the counterparty; the relevant statement:

イ　相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告をするとき。

(a) when an advertisement is placed by posting the advertisement partially in electronic or magnetic record that is sent by electronic or magnetic means based on the request or with consent of the counterparty; or

ロ　電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者による当該役務の提供に際して、広告をするとき。

(b) when an advertisement is placed by a person that provides the services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be posted partially in the electronic or magnetic record that is to be sent by electronic or magnetic means.

２　統括者、勧誘者又は一般連鎖販売業者は、前項第五号に掲げる事項について、その広告の用に供される電磁的記録の表題部の最前部に、本文で用いられるものと同一の文字コードを用いて符号化することにより「未承諾広告※」と表示しなければならない。ただし、電磁的記録の表題部の表示が、当該電磁的記録の送信に必要な範囲において他の符号化方法により重ねて符号化されるときは、重ねて符号化される前の文字コードが本文で用いられるものと同一の文字コードでなければならない。

(2) With regard to the particulars prescribed in item (v) of the preceding paragraph, a supervisor, a solicitor, or a general distributor in multilevel marketing must indicate "unapproved advertisement" at the top of the titles of the electronic or magnetic record used for the advertisement, encoding the same character code as that used for the main clause; provided, however, that when the information of the titles of the electronic or magnetic record is further encoded by another encoding method as many times as necessary to transmit the electronic or magnetic record, the character code before the further encoding must be the same as the character code used for the main clause.

第二十六条　法第三十五条第一項の規定により連鎖販売取引について広告をするときは、同項第二号の事項については商品の購入金額若しくは役務の対価の支払の金額又は取引料の金額（商品の購入又は役務の対価の支払と取引料の提供とが併せて行われる場合にあつては、その商品の購入金額又はその役務の対価の支払の金額と取引料の金額との合計額）を明示しなければならない。

Article 26 (1) When an advertisement is placed for multilevel marketing transactions pursuant to the provisions of Article 35, paragraph (1) of the Act, the purchase amount of the goods or payment amount for the services or the amount of transaction fees (if the payment for the purchase of goods, price for services is combined with a transaction fee; the total of the purchase amount of the goods, payment for the services and the amount of transaction fee) must be clearly indicated, with respect to the particulars referred to in item (ii) of that paragraph.

２　法第三十五条第一項の規定により連鎖販売取引について広告をするときは、同項第三号の事項については次に定めるところにより表示しなければならない。

(2) When an advertisement for multilevel marketing transactions is placed pursuant to the provisions of Article 35, paragraph (1), the particulars referred to in item (iii) of that paragraph must be indicated as prescribed below:

一　商品の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品の販売金額又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の対価の支払の金額に対して収受し得る特定利益の金額の割合その他の特定利益の計算の方法の概要を表示すること。

(i) the percentage of specified profits that can be received in the amount of proceeds from selling the goods to another person that resells, sells the goods entrusted to that person, or mediates the sale of the goods or in the amount of price received from the provision of the services to another person that provides the similar services, or mediates the provision of the services, and summary of the method for calculating other specified profits must be indicated;

二　前号に掲げるもののほか、特定利益の全部又は一部が支払われないこととなる場合があるときは、その条件を表示すること。

(ii) beyond what is set forth in the preceding item, if there is a case where the specified profits are not paid in whole or in part, the relevant conditions must be indicated; and

三　収受し得る金額その他の特定利益の指標を表示するときは、その指標と同等の水準の特定利益を実際に収受している者が当該連鎖販売業に係る商品の再販売、受託販売若しくは販売のあつせんをする者又は同種役務の提供若しくは役務の提供のあつせんをする者の多数を占めることを示す数値を表示するなど、特定利益の見込みについて正確に理解できるように、根拠又は説明を表示すること。

(iii) when indicating the amount of money that can be received or any other indicator of the specified profit, grounds or explanations that enable accurate understanding of the potential specified profit must be indicated, such as indicating numerical data showing that people who actually receive the same level of specified profit as such indicator constitute a large proportion of persons that resell, sell goods entrusted to those persons, or mediates the sale of the goods or persons that provides the similar services or mediates the provision of the services pertaining to the multilevel marketing.

（適用除外）

(Exclusion from Application)

第二十六条の二　法第三十五条第二項のその相手方の求めに応じて広告をするとき、その他の経済産業省令で定めるときは、次のいずれかのときとする。

Article 26-2 When placing an advertisement in response to a request by the counterparty or in other cases specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 35, paragraph (2) of the Act is any of the following cases:

一　統括者、勧誘者又は一般連鎖販売業者が他人に委託して広告をする場合であつて、その委託を受けた者がその委託に係る事業において次のイ及びロのいずれにも該当するとき。

(i) when the supervisor, the solicitor, or the general distributor in multilevel marketing places an advertisement by entrusting it to another person, and the entrustee falls under both (a) and (b) below with respect to the entrusted business:

イ　自ら相手方からの請求を受けて、その請求に基づいて電磁的方法により広告をすること。

(a) the person directly receives a request from the counterparty, and places an advertisement by an electronic or magnetic means based on the request; and

ロ　電磁的方法による広告の提供を請求した相手方が電磁的方法による広告の提供を受けることを停止したい旨の意思を表示するための方法をわかりやすく表示しており、その意思の表示を受けたときは電磁的方法による広告の提供を停止すること。

(b) a method to express the intent that the counterparty that has requested the advertisements by using an electronic or magnetic means wants to discontinue the advertisements by using an electronic or magnetic means is described in an easy-to-understand manner, and the relevant advertisements by using an electronic or magnetic means must be discontinued when the counterparty expresses the relevant intent;

二　統括者、勧誘者又は一般連鎖販売業者が、電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者による当該役務の提供に際して、広告をするとき。

(ii) when an advertisement is placed by the supervisor, the solicitor, or the general distributor in multilevel marketing that provides services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be posted partially in the electronic or magnetic record that is to be sent by electronic or magnetic means.

（連絡方法の表示）

(Indication of the Contact Method)

第二十六条の三　相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするときであつて、法第三十五条第二項の規定によりその相手方が電磁的方法による広告の提供を受けることを希望しない旨の意思を表示するための方法を表示するときは、その広告の用に供される電磁的記録の本文の最前部に「〈事業者〉」との表示に続けて次の事項を表示し、かつ、その相手方が広告の提供を受けることを希望しない旨及びその相手方の電子メールアドレスを通知することによつて当該統括者、勧誘者又は一般連鎖販売業者からの電磁的方法による広告の提供が停止されることを明らかにしなければならない。

Article 26-3 When an advertisement by using an electronic or magnetic means is placed without receiving a request from or consent of the counterparty and if a method to indicate the intent of the counterparty that they want to discontinue the advertisements by using an electronic or magnetic means pursuant to the provisions of Article 35, paragraph (2) of the Act, the supervisor, the solicitor, or the general distributor in multilevel marketing must indicate the following information at the top of the main clause of the electronic or magnetic record used for the advertisement, following the term "business operator", and must indicate clearly that the counterparty wants to discontinue the advertisement and that the advertisement by using electronic or magnetic means placed by the supervisor, the solicitor, or the general distributor in multilevel marketing will be discontinued, by providing the user with e-mail address of the counterparty:

一　統括者、勧誘者又は一般連鎖販売業者の氏名又は名称

(i) name of the Supervisor, the solicitor, or the general multilevel marketing distributor; and

二　相手方が電磁的方法による広告の提供を受けることを希望しない旨を通知するための電子メールアドレス

(ii) e-mail address to give a notice stating that the counterparty wants to discontinue the advertisements by using electronic or magnetic means.

（誇大広告等の禁止）

(Prohibition of Misleading Advertising)

第二十七条　法第三十六条の経済産業省令で定める事項は次のとおりとする。

Article 27 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 36 of the Act are as follows:

一　商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、効果

(i) the type, performance, quality, or efficacy of the goods, the type, details, or effects of the services, or the type or details of the rights, or the effects of the services pertaining to the rights;

二　商品の原産地若しくは製造地、商標又は製造者名

(ii) the place of origin or place of production, the trademark, or the name of manufacturer of the goods;

三　当該連鎖販売取引に伴う特定負担に関する事項

(iii) particulars concerning the specified burden for the multilevel marketing transactions;

四　連鎖販売業に係る特定利益に関する事項

(iv) particulars concerning the specified profits pertaining to the multilevel marketing;

五　商品、権利若しくは役務、統括者、勧誘者若しくは一般連鎖販売業者又は統括者、勧誘者若しくは一般連鎖販売業者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

(v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the goods, the rights, or the services, the supervisor, the solicitor, or the general distributor in multilevel marketing, or the business operated by the supervisor, the solicitor, or the general distributor in multilevel marketing; and

六　連鎖販売業に係る連鎖販売取引についての契約の解除に関する事項（法第四十条第一項から第三項まで及び第四十条の二第一項から第五項までの規定に関する事項を含む。）

(vi) particulars concerning cancellation of a contract for multilevel marketing transactions pertaining to multilevel marketing (including matters prescribed in Article 40 (1) to (3) and Article 40-2 (1) to (5)).

（連鎖販売取引における書面の交付）

(Providing Paperwork for Multilevel Marketing Transactions)

第二十八条　法第三十七条第一項の規定により連鎖販売取引に伴う特定負担をしようとする者に交付する書面にはその連鎖販売業に係る次の事項を明記しなければならない。

Article 28 (1) A paperwork to be provided to a person who intends to bear the specified burden involved in multilevel marketing transactions pursuant to the provisions of Article 37, paragraph (1) of the Act must clearly indicates the following particulars pertaining to the multilevel marketing:

一　統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the supervisor, and if the supervisor is the juridical person; the name of its representative;

二　連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(ii) when the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multilevel marketing, and if the person conducting multilevel marketing is the juridical person; the name of its representative;

三　商品の種類及びその性能若しくは品質に関する重要な事項又は権利若しくは役務の種類及びこれらの内容に関する重要な事項

(iii) important information concerning the type, performance, or quality of the goods or important information concerning the type or details of the rights or the services;

四　商品名

(iv) the name of the goods;

五　商品若しくは権利の販売価格、商品若しくは権利の引渡し若しくは移転の時期及び方法その他の商品若しくは権利の販売条件に関する重要な事項又は役務の対価、役務の提供の時期及び方法その他の役務の提供条件に関する重要な事項

(v) important information concerning the selling price of the goods or rights, the date and method of delivery of the goods or transfer of the rights, or any other conditions for selling the goods or the rights, or important information concerning the price for the services, the date and method of providing the services, or any other conditions of providing the services;

六　連鎖販売業に係る特定利益に関する事項

(vi) particulars concerning the specified profits pertaining to the multilevel marketing;

七　連鎖販売取引に伴う特定負担の内容

(vii) particulars concerning the specified burden for the multilevel marketing transactions;

八　契約の解除の条件その他の当該連鎖販売業に係る契約に関する重要な事項

(viii) requirements for cancellation of a contract and other important matters concerning contracts for the multilevel marketing;

九　割賦販売法（昭和三十六年法律第百五十九号）第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者、割賦購入あつせん関係販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(ix) when the goods are sold or the services are provided through the loan affiliated installment sales prescribed in Article 2, paragraph (2) of the Installment Sales Act (Act No. 159 of 1961) or through the installment payment system prescribed in paragraph (3) of that Article; a statement that the purchaser of the goods or the service recipient may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provision of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act); and

十　法第三十四条に規定する禁止行為に関する事項

(x) particulars concerning the prohibited acts prescribed in Article 34 of the Act.

２　前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.

３　第一項の書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork referred to in paragraph 1 must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

第二十九条　法第三十七条第二項第五号の経済産業省令で定める事項は、次のとおりとする。

Article 29 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 37, paragraph (2), item (v) of the Act are as follows:

一　統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the supervisor, and if the supervisor is a juridical person; the name of its representative;

二　連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(ii) if the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multi-level marketing, and if the person is the juridical person; the name of its representative;

三　契約年月日

(iii) the date of the contract;

四　商標、商号その他特定の表示に関する事項

(iv) particulars concerning trademarks, trade names, or other specific indications;

五　連鎖販売業に係る特定利益に関する事項

(v) particulars concerning the specified profits pertaining to the multilevel marketing;

六　特定負担以外の義務についての定めがあるときは、その内容

(vi) if there are provisions on obligations other than the specified burden; the details of the provisions;

七　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者、割賦購入あつせん関係販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(vii) when the goods are sold or the services are provided through the loan affiliated installment sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the installment payment system prescribed in paragraph (3) of that Article; a statement that the purchaser of the goods or the recipient of the services may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph 3 of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act); and

八　法第三十四条に規定する禁止行為に関する事項

(viii) particulars concerning the prohibited acts prescribed in Article 34 of the Act.

第三十条　法第三十七条第二項の規定により連鎖販売業を行う者が契約の相手方に交付する書面（以下この条において「書面」という。）には次の表の上欄に掲げる事項については、同表の下欄に掲げる内容を記載しなければならない。

Article 30 (1) The paperwork to be provided by a person conducting multilevel marketing to the counterparty to the contract pursuant to the provisions of Article 37, paragraph (2) of the Act (hereinafter referred to as the "paperwork" in this Article) must respectively include the details prescribed in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 事項Matters | 内容Details |
| 一　商品若しくは権利の再販売、受託販売若しくは販売のあつせん又は同種役務の提供若しくは役務の提供のあつせんについての条件に関する事項(1) Matters concerning the conditions of resale, consignment sale, or mediation of sale of the goods or the rights or offering of the same kind of services, or mediation of offers of such services | イ　商品又は権利の再販売については、購入する商品又は権利の価格、代金の支払の時期及び方法、商品又は権利の引渡し又は移転の時期及び方法その他商品又は権利の再販売について条件のあるときは、その内容(a) with regard to resale of the goods or the rights, the price of the goods or the rights to be purchased, the time and method of payment of the charge, the time and method of delivery of the goods or transfer of the rights, and where there are any other conditions of resale of the goods or the rights, the details of such conditions |
|  | ロ　商品又は権利の受託販売については、委託を受けて販売する商品又は権利の価格、その引渡し又は移転の時期及び方法、受け取つた代金の引渡しの時期及び方法その他商品又は権利の受託販売について条件のあるときは、その内容(b) with regard to consignment sale of the goods or the rights, the price of the goods or the rights to be sold on consignment, the time and method of delivery of the goods or transfer of the rights, the time and method of delivery of the received payment, and where there are any other conditions of consignment sale of the goods or the rights, the details of such conditions |
|  | ハ　同種役務の提供については、役務の対価、その支払の時期及び方法その他同種役務の提供について条件のあるときは、その内容(c) with regard to offering of the same kind of services, the consideration for the services, the time and method of its payment, and where there are any other conditions of offering of the same kind of services, the details of such conditions |
|  | ニ　商品若しくは権利の販売のあつせん又は役務の提供のあつせんについては、当該あつせんについて条件のあるときは、その内容(d) with regard to mediation of sales of the goods or the rights or mediation of offers of such services, where there are any conditions of the mediation, the details of such conditions |
| 二　当該連鎖販売取引に伴う特定負担に関する事項(2) Matters concerning the specified burden involved in the Multilevel Marketing Transactions | イ　商品の購入については、その購入先、数量、金額、代金の支払の時期及び方法並びに当該商品の引渡しの時期及び方法(a) with regard to purchase of the goods, the supplier, the quantity, and the purchase amount of the goods, the time and method of payment of the amount, and the time and method of delivering the goods |
|  | ロ　権利の購入については、その購入先、金額、代金の支払の時期及び方法並びに当該権利の移転の時期及び方法(b) with regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transferring the rights |
|  | ハ　役務の対価の支払については、その支払先、金額、対価の支払の時期及び方法並びに当該役務の提供の時期及び方法(c) with regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of offering the services |
|  | ニ　取引料の提供については、その提供先、金額、性格並びに提供の時期及び方法(d) with regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee |
| 三　法第四十条第一項の規定による当該契約の解除に関する事項（法第四十条第二項及び第三項の規定に関する事項を含む。）(3) Matters concerning rescission of the contract under the provisions of Article 40, paragraph (1) of the Act (including matters concerning the provisions of Article 40, paragraphs (2) and (3) of the Act) | イ　法第三十七条第二項の書面を受領した日（その契約に係る特定負担が再販売をする商品の購入についてのものである場合において、その契約に基づき購入したその商品につき最初の引渡しを受けた日がその受領した日後であるときは、その引渡しを受けた日）から起算して二十日を経過するまでは、連鎖販売加入者は、書面によりその契約の解除を行うことができること。(a) statement that the new multilevel marketing distributor may rescind the contract in writing for a period until 20 days have passed from the date on which they received the document referred to in Article 37, paragraph (2) of the Act (or the date of the first delivery of the goods, where the specified burden pertaining to the contract relates to purchase of the goods to be resold and the date of the first delivery of the goods purchased under the contract was after the date on which they received the document) |
|  | ロ　イに記載した事項にかかわらず、連鎖販売加入者が、統括者若しくは勧誘者が法第三十四条第一項の規定に違反し若しくは一般連鎖販売業者が同条第二項の規定に違反して法第四十条第一項の規定による連鎖販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は統括者、勧誘者若しくは一般連鎖販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十条第一項の規定による当該契約の解除を行わなかつた場合には、その連鎖販売業に係る統括者、勧誘者又は一般連鎖販売業者が交付した法第四十条第一項の書面を当該連鎖販売加入者が受領した日から起算して二十日を経過するまでは、当該連鎖販売加入者は、書面により当該契約の解除を行うことができること。(b) statement that, notwithstanding the matter stated in (a), if the new multilevel marketing distributor had not rescinded the contract pursuant to the provision of Article 40, paragraph (1) of the Act due to the supervisor's or the solicitor's act, in violation of the provision of Article 34, paragraph (1) of the Act, or the general multilevel marketing distributor's act, in violation of Article 34, paragraph (2) of the Act, of misrepresenting information concerning rescission of multilevel marketing contract pursuant to the provision of Article 40, paragraph (1) of the Act, or due to being disturbed by the supervisor's, the solicitor's, or the general multilevel marketing distributor's act of intimidating the new multilevel marketing distributor in violation of the provision of Article 34, paragraph (3) of the Act, the new multilevel marketing distributor may rescind the contract in writing for a period until 20 days have passed from the date on which the new multilevel marketing distributor received the document referred to in Article 40, paragraph (1) of the Act, which has been issued by the supervisor, the solicitor, or the general multilevel marketing distributor pertaining to such multilevel marketing |
|  | ハ　イ又はロの契約の解除があつた場合において、その連鎖販売業を行う者は、連鎖販売加入者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(c) statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting such multilevel marketing may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the new multilevel marketing distributor |
|  | ニ　イ又はロの契約の解除は、その契約の解除を行う旨の書面を発した時に、その効力を生ずること。(d) statement that the rescission of the contract referred to in (a) or (b) takes effect when the document stating the intention to rescind the contract has been issued |
|  | ホ　イ又はロの契約の解除があつた場合において、その契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は、その連鎖販売業を行う者の負担とすること。(e) statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting such multilevel marketing bears the costs required for taking back any goods already delivered under the contract |
|  | ヘ　イ又はロの契約の解除があつた場合において、当該契約に係る商品若しくは権利の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、連鎖販売業を行う者は、連鎖販売加入者に対し、速やかに、その全額を返還すること。(f) statement that, where there has been rescission of the contract referred to in (a) or (b), if the charge for the goods or the rights or the consideration for the services has already been paid, or if a transaction fee has already been provided, the person conducting such multilevel marketing promptly returns the full amount to the new multilevel marketing distributor |
| 四　法第四十条の二第一項の規定による商品に係る連鎖販売契約の解除に関する事項（同条第二項から第五項までの規定に関する事項を含む。）(4) Matters concerning rescission of a multilevel marketing contract pertaining to goods under the provisions Article 40-2, paragraph (1) of the Act (including matters concerning the provisions of Article 40, paragraphs (2) through (5) of the Act) | イ　法第三十七条第二項の書面を受領した日（その契約に係る特定負担が再販売をする商品の購入についてのものである場合において、その契約に基づき購入したその商品につき最初の引渡しを受けた日がその受領した日後であるときは、その引渡しを受けた日）から起算して二十日を経過した後においては、連鎖販売加入者は将来に向かつて連鎖販売契約の解除を行うことができること。(a) statement that, where 20 days have passed from the date on which the new multilevel marketing distributor received the document referred to in Article 37, paragraph (2) (or the date of the first delivery of the goods, where the specified burden pertaining to the contract relates to purchase of the goods to be resold and the date of the first delivery of the goods purchased under the contract was after the date on which they received the document), they may terminate the multilevel marketing contract |
|  | ロ　イに記載した事項により連鎖販売契約が解除されたときは、連鎖販売業を行う者は、連鎖販売加入者（当該連鎖販売契約を締結した日から一年を経過していない者に限る。以下この号において同じ。）に対し、契約の締結及び履行のために通常要する費用の額及び次に掲げる額を合算した額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(b) statement that, where a multilevel marketing contract has been rescinded pursuant to the matter described in (a), the person conducting multilevel marketing may not demand that the new multilevel marketing distributor (limited to a person who has concluded the multilevel marketing contract within the past one year; hereinafter the same in this item) pays an amount of money that exceeds the total of the sum of costs normally required for concluding and performing a contract and the following amounts and the amount of the relevant delay damages based on the statutory interest rate |
|  | （１）　当該連鎖販売契約に基づき引渡しがされた当該商品（法第四十条の二第二項の規定により当該商品に係る商品の販売に係る契約（当該連鎖販売契約のうち当該連鎖販売取引に伴う特定負担に係る商品の販売に係る部分を含む。以下この号において「商品販売契約」という。）が解除されたものを除く。）の販売価格に相当する額(i) the amount equivalent to the selling price of the goods delivered under the multilevel marketing contract (excluding those for which the contract concerning sales of goods [including the part of the multilevel marketing contract concerning sale of goods pertaining to the specified burden involved in the multilevel marketing transactions; hereinafter referred to as the "sales contract for goods" in this item] has been rescinded pursuant to the provisions of Article 40-2, paragraph (2) of the Act) |
|  | （２）　提供された特定利益その他の金品（法第四十条の二第二項の規定により解除された当該商品販売契約に係る商品に係るものに限る。）に相当する額(ii) the amount equivalent to the specified profit or other money and goods offered (limited to those concerning the goods pertaining to the sales contract for goods that was rescinded pursuant to the provisions of Article 40-2, paragraph (2) of the Act) |
|  | ハ　イに記載した事項により連鎖販売契約が解除された場合において、その解除がされる前に、連鎖販売業を行う者が、連鎖販売加入者に対し既に、連鎖販売業に係る商品の販売等を行つているときは、次に掲げる場合を除き、連鎖販売加入者は商品販売契約の解除を行うことができること。(c) statement that, where a multilevel marketing contract has been rescinded pursuant to the matter described in (a), if the person conducting multilevel marketing had already sold, etc. the goods pertaining to the multilevel marketing to the new multilevel marketing distributor prior to the rescission, the new multilevel marketing distributor may rescind the sales contract for goods except in the following cases |
|  | （１）　当該商品の引渡し（当該商品が施設を利用し又は役務の提供を受ける権利である場合にあつては、その移転。以下この号において同じ。）を受けた日から起算して九十日を経過したとき。(i) where 90 days have passed from the date of delivery of the goods (where the goods are the rights to use a facility or to receive offers for services, the date of transfer of such rights; hereinafter the same applies in this item) |
|  | （２）　当該商品を再販売したとき。(ii) where the goods have been resold |
|  | （３）　当該商品を使用し又はその全部若しくは一部を消費したとき（当該連鎖販売業に係る商品の販売を行つた者が当該連鎖販売加入者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）。(iii) where the goods have been used or consumed in whole or in part (except where the person who sold the goods pertaining to the multilevel marketing induced the new multilevel marketing distributor to use or consume in whole or in part of the goods) |
|  | （４）　令第十条の二で定めるとき。(iv) cases specified in Article 10-2 of the Cabinet Order |
|  | ニ　ハに記載した事項により商品販売契約が解除されたときは、連鎖販売業に係る商品の販売を行つた者は、連鎖販売加入者に対し、次の（１）に該当する場合にあつてはその定める額、又は次の（２）に該当する場合にあつてはその定める額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(d) statement that, where a sales contract for goods has been rescinded pursuant to the matter described in (c), the person conducting multilevel marketing may not demand that the new multilevel marketing distributor pays an amount of money that exceeds the total of the amount specified in (i) if the case falls under (i) or the amount specified in (ii) if the case falls under (ii) and the amount of the relevant delay damages based on the statutory interest rate |
|  | （１）　当該商品が返還された場合又は当該商品販売契約の解除が当該商品の引渡し前である場合　当該商品の販売価格の十分の一に相当する額(i) if the goods were returned or if rescission of the sales contract for goods was before the delivery of the goods the amount equivalent to one-tenth of the selling price of the goods |
|  | （２）　当該商品が返還されない場合　当該商品の販売価格に相当する額(ii) if the goods were not returned the amount equivalent to the selling price of the goods |
|  | ホ　ハに記載した事項により商品販売契約が解除されたときは、当該商品に係る一連の連鎖販売業の統括者は、連帯して、その解除によつて生ずる当該商品の販売を行つた者の債務の弁済の責めに任ずること。(e) statement that, where a sales contract for goods has been rescinded pursuant to the matter described in (c), the supervisor of the series of multilevel marketing activities pertaining to the goods is jointly and severally liable to performance of the obligations of the person who sold the goods that have arisen from such rescission |
|  | ヘ　連鎖販売契約又は商品販売契約の解除について特約がある場合には、その内容(f) where there are any special provisions on rescission of a multilevel marketing contract or a sales contract for goods, the details of such provisions |
| 五　法第四十条の二第一項の規定による役務に係る連鎖販売契約の解除に関する事項（同条第二項から第五項までの規定に関する事項を含む。）(5) Matters concerning rescission of a multilevel marketing contract pertaining to services under the provisions of Article 40-2, paragraph (1) of the Act (including matters concerning the provisions of Article 40, paragraphs (2) through (5) of the Act) | イ　法第三十七条第二項の書面を受領した日から起算して二十日を経過した後においては、連鎖販売加入者は将来に向かつて連鎖販売契約の解除を行うことができること。(a) statement that, where 20 days have passed from the date on which the new multilevel marketing distributor received the document referred to in Article 37, paragraph (2), they may terminate the multilevel marketing contract |
|  | ロ　イに記載した事項により連鎖販売契約が解除されたときは、連鎖販売業を行う者は、連鎖販売加入者に対し、契約の締結及び履行のために通常要する費用の額及び当該連鎖販売契約に基づき提供された当該役務の対価に相当する額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(b) statement that, where a multilevel marketing contract has been rescinded pursuant to the matter described in (a), the person conducting multilevel marketing distributor pays an amount of money that exceeds the total of costs normally required for concluding and performing a contract, the amount equivalent to the consideration for the services offered under the multilevel marketing contract, and the amount of the relevant delay damages based on the statutory interest rate |
|  | ハ　連鎖販売契約の解除について特約がある場合には、その内容(c) where there are any special provisions concerning rescission of a multilevel marketing contract, the details of such provisions |
| 六　商標、商号その他特定の表示に関する事項(6) Matters concerning trademarks, trade names, or other specific indications | イ　使用させる商標、商号その他特定の表示(a) trademarks, trade names, or other specific indications to be used |
|  | ロ　当該表示の使用について条件があるときは、その内容(b) where there are requirements for use of the indications, the details of such requirements |
|  | ハ　商標、商号その他特定の表示の使用を禁じている場合は、その旨(c) where use of any trademarks, trade names, or other specific indications is prohibited, a statement to the effect |
| 七　特定利益に関する事項(7) Matters concerning the specified profits | イ　商品若しくは権利の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品若しくは権利の販売金額又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の対価の支払の金額に対して収受し得る特定利益の金額の割合その他の特定利益の計算の方法(a) the percentage amount of specified profit that can be received in the amount of proceeds from selling the goods or the rights to another person engaged in the resale, consignment sale, or mediation of sales of the goods or the rights or in the amount of consideration received from offering the services to another person engaged in offering the same kind of services, or mediation of offers of such services, and the method for calculating any other specified profits |
|  | ロ　イに掲げるもののほか、特定利益の全部又は一部が支払われないこととなる場合があるときは、その条件(b) beyond what is set forth in (a), when there is a case where the specified profit is not paid in whole or in part, the conditions for such a case |
|  | ハ　イ及びロに掲げるもののほか、特定利益の支払の時期及び方法その他の特定利益の支払の条件(c) beyond what is set forth in (a) and (b), the time and method of payment of the specified profit and other conditions of payment of the specified profit |

２　書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork must indicate that a person must read through its contents very carefully, in red letters within the red frame.

３　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

４　書面に記載するに際し、第一項の表第三号の下欄に掲げる内容については赤枠の中に赤字で記載しなければならない。

(4) When providing the information in the paperwork, the details prescribed in the lower column of table (3) referred to in paragraph (1) must be provided in red letters within the red frame.

（連鎖販売取引における禁止行為）

(Prohibited Acts in Multilevel Marketing Transactions)

第三十一条　法第三十八条第四号の経済産業省令で定める行為は、次の各号に掲げるものとする。

Article 31 Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 38 (iv) of the Act are acts prescribed in the following items:

一　その連鎖販売業に係る連鎖販売取引についての契約（その連鎖販売業に係る商品の販売若しくはそのあつせん又は役務の提供若しくはそのあつせんを店舗その他これに類似する設備によらないで行う個人との契約に限る。以下この条において同じ。）について迷惑を覚えさせるような仕方で解除を妨げること。

(i) an act of preventing a person from cancelling a contract for multilevel marketing transactions pertaining to the multilevel marketing (limited to a contract with an individual who sells or mediates a sale of goods or offers or mediates offers for services pertaining to the multilevel marketing by means other than through a store or other facility similar to these; the same applies hereinafter in this Article) in ways that makes the person feel annoyed;

二　一般連鎖販売業者がその統括者の統括する一連の連鎖販売業に係る連鎖販売取引についての契約の締結について勧誘をするに際し、又はその連鎖販売業に係る連鎖販売取引についての契約の解除を妨げるため、法第三十四条第一項各号に掲げる事項につき、故意に事実を告げないこと。

(ii) an act of a general distributor in multilevel marketing that fails to inform an offeree of facts with regard to the particulars prescribed in the items of Article 34, paragraph (1) of the Act in soliciting a contract concerning multilevel marketing transactions pertaining to a string of multilevel marketing supervised by the supervisor or in order to prevent cancellation of a contract for multilevel marketing transactions pertaining to the multilevel marketing;

三　その統括者の統括する一連の連鎖販売業に係る連鎖販売取引についての契約の締結について勧誘をするに際し、又はその連鎖販売業に係る連鎖販売取引についての契約の解除を妨げるため、法第三十四条第一項各号に掲げる事項につき、故意に事実を告げないことを唆し、又は不実のことを告げることを唆すこと。

(iii) an act of tempting a person to intentionally fail to inform facts or give false information with regard to the particulars prescribed in the items of Article 34, paragraph (1) of the Act in soliciting a contract concerning multilevel marketing transactions pertaining to a string of multilevel marketing supervised by the supervisor or in order to prevent cancellation of a contract for multilevel marketing transactions pertaining to the multilevel marketing;

四　その統括者の統括する一連の連鎖販売業に係る連鎖販売取引についての契約を締結させ、又はその連鎖販売業に係る連鎖販売取引についての契約の解除を妨げるため、人を威迫して困惑させることを唆すこと。

(iv) an act of tempting a person to intimidate another person to make that person confused in order to force that person to conclude a contract for multilevel marketing transactions pertaining to a string of multilevel marketing supervised by the supervisor or to prevent that person from cancelling a contract for multilevel marketing transaction pertaining to the multilevel marketing;

五　その連鎖販売業を行う者が法第三十七条に規定する書面を交付しなければならない場合において、その書面を交付しないことを唆し、又は同条に規定する事項が記載されていない書面若しくは虚偽の記載のある書面を交付することを唆すこと。

(v) when a person conducting the multilevel marketing must provide the paperwork prescribed in Article 37 of the Act, an act of tempting a person not to provide the paperwork or to provide a paperwork that does not include the information prescribed in that Article or a paperwork including false information;

六　未成年者その他の者の判断力の不足に乗じ、連鎖販売業に係る連鎖販売取引についての契約を締結させること。

(vi) an act of having a minor or other person conclude a contract for multilevel marketing transaction, by taking advantage of the impaired judgment of the minor or other person;

七　連鎖販売取引の相手方の知識、経験及び財産の状況に照らして不適当と認められる勧誘を行うこと。

(vii) an act of soliciting a contract for multilevel marketing transaction that is deemed inappropriate in light of counterparty's knowledge, experience and asset situation; and

八　連鎖販売業に係る連鎖販売取引についての契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(viii) an act of having the counterparty provide false information concerning age, occupation, or other particulars in the paperwork pertaining to the contract, when concluding a contract concerning multilevel marketing transaction pertaining to the multilevel marketing.

（連鎖販売契約の解除の妨害後の書面の交付）

(Providing Paperwork after Cancellation of Contract for Multilevel Marketing Transaction is Prevented)

第三十一条の二　法第四十条第一項の規定により交付する書面には、次に掲げる事項を記載しなければならない。

Article 31-2 (1) The paperwork to be provided pursuant to the provisions of Article 40, paragraph (1) must include the following information:

一　連鎖販売契約の内容

(i) details of the contract for multilevel marketing transaction;

二　法第四十条第一項の規定に基づき、当該書面を受領した日から起算して二十日を経過するまでは、書面により連鎖販売契約の解除を行うことができること。

(ii) a statement that the offeree may cancel the contract for multilevel marketing transaction in writing within 20 days from the date on which the counterparty receives the paperwork pursuant to the provisions of Article 40, paragraph (1) of the Act;

三　法第四十条第二項及び第三項の規定に関する事項

(iii) particulars concerning the provisions of Article 40, paragraphs (2) and (3) of the Act;

四　統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(iv) the name, address, and telephone number of the supervisor, and if the supervisor is the juridical person; the name of its representative;

五　連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(v) when the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multilevel marketing, and if the person conducting multilevel marketing is the juridical person; the name of its representative; and

六　契約年月日

(vi) the date of the contract.

２　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

３　書面に記載するに際し、第一項第二号及び同項第三号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(3) When providing the information in the paperwork, the details prescribed in paragraph (1), items (ii) and (iii) must be provided in red letters within the red frame.

４　前三項の規定により交付する書面は、様式第二によること。

(4) The paperwork provided pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 2.

５　統括者、勧誘者又は一般連鎖販売業者は、法第四十条第一項の書面を連鎖販売加入者に交付した際には、直ちに連鎖販売加入者が当該書面を見ていることを確認した上で、第一項第二号及び同項第三号に掲げる内容について連鎖販売加入者に告げなければならない。

(5) When a supervisor, a solicitor, or a general distributor in multilevel marketing provides the paperwork referred to in Article 40, paragraph (1) of the Act to a new distributor in multilevel marketing, they must immediately inform the new distributor in multilevel marketing of the details prescribed in paragraph (1), items (ii) and (iii) after confirming that the new distributor in multilevel marketing has read through the paperwork.

第三章　特定継続的役務提供

Chapter III Continued Provision of Specified Services

（特定継続的役務提供における書面の交付等）

(Providing Paperwork for Continued Provision of Specified Services)

第三十二条　法第四十二条第一項の規定により特定継続的役務の提供を受けようとする者又は特定継続的役務の提供を受ける権利を購入しようとする者に対して交付する特定継続的役務提供等契約の概要について記載した書面には、当該特定継続的役務提供等契約に係る次の事項を明記しなければならない。

Article 32 (1) The paperwork containing the outline of a contract for continued provision of specified service to be provided to a person who intends to receive the continued provision of specified service or a person who intends to purchase rights to receive the provision of specified continuous services pursuant to the provisions of Article 42, paragraph (1) of the Act must clearly indicate the following information pertaining to the contract for provision of specified continuous services:

一　特定継続的役務提供契約にあつては、次に掲げる事項

(i) the following information; in the case of a contract for continued provision of specified service:

イ　役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(a) the name, address, and telephone number of the service provider, and if the service provider is a juridical person; the name of its representative;

ロ　提供される役務の内容

(b) details of the services to be offered;

ハ　役務の提供に際し役務の提供を受けようとする者が購入する必要のある商品が

(c) if there are goods that need to be purchased by the person that intends to receive the service when the service is provided; the name, type, and quantity of the goods;

ニ　役務の対価その他の役務の提供を受けようとする者が支払わなければならない金銭の概算額

(d) the estimated amounts of the price for the services and those that must be paid by the person who intends to use the service;

ホ　ニに掲げる金銭の支払の時期及び方法

(e) the date and method of payment of the money specified in (d);

ヘ　役務の提供期間

(f) the length of the services;

ト　法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）

(g) particulars concerning cancellation of the contract for continued provision of specified service pursuant to the provisions of Article 48, paragraph (1) of the Act (including particulars concerning the provisions of paragraphs (2) through (7) of that Article);

チ　法第四十九条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項、第五項及び第六項の規定に関する事項を含む。）

(h) particulars concerning cancellation of the contract for continued provision of specified service pursuant to the provisions of Article 49, paragraph (1) of the Act (including particulars concerning the provisions of paragraphs 2, 5, and 6 of that Article);

リ　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(i) when the services are offered through the loan affiliated installation sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the method of installment payments prescribed in paragraph 3 of that Article, a statement that the service recipient may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the service provider related to the third party sales credit pursuant to the provision of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act);

ヌ　特定継続的役務提供に係る前払取引（特定継続的役務提供に先立つてその相手方から五万円を超える金銭を受領する特定継続的役務提供に係る取引をいう。以下同じ。）を行うときは、当該前払取引に係る前受金について保全措置を講じているか否か及び、保全措置を講じている場合には、その内容

(j) when conducting a prepaid transaction pertaining to continued provision of specified service (meaning a transaction pertaining to continued provision of specified service where the money exceeding 50,000 yen is received from the counterparty prior to the continued provision of specified service; the same applies hereinafter), a statement of whether or not the measure for securing the advance payment pertaining to the prepaid transaction is taken, and if the measure for securing it is taken; the details of the measure; and

ル　特約があるときは、その内容

(k) if there are special provisions, the details of the provisions.

二　特定権利販売契約にあつては、次に掲げる事項

(ii) the following information in the case of a sales contract for specified right:

イ　販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(a) the name, address, and telephone number of the seller, and if the seller is the juridical person; the name of its representative;

ロ　権利の行使により受けることができる役務の内容

(b) details of the services that are available through the exercise of the rights;

ハ　権利の行使による役務の提供に際し特定継続的役務の提供を受ける権利を購入しようとする者が購入する必要のある商品がある場合にはその商品名、種類及び数量

(c) if there are goods that need to be purchased by the purchaser of the right in order to receive the specified services provided continuously when the services are offered by exercising the right; the name, type, and quantity of the goods;

ニ　権利の販売価格その他の当該特定継続的役務の提供を受ける権利を購入しようとする者が支払わなければならない金銭の概算額

(d) the estimated amounts of the selling price of the rights and any other money that must be paid by the purchaser of the rights to receive the specified services provided continuously;

ホ　ニに掲げる金銭の支払の時期及び方法

(e) the payment date and method for the money specified in (d);

ヘ　権利の行使により受けることができる役務の提供期間

(f) the length of the services that are available through the exercise of the rights;

ト　法第四十八条第一項の規定による特定権利販売契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）

(g) particulars concerning cancellation of the sales contract for specified rights pursuant to the provisions of Article 48, paragraph (1) of the Act (including particulars concerning the provisions of paragraphs (2) through (7) of that Article);

チ　法第四十九条第三項の規定による特定権利販売契約の解除に関する事項（同条第四項から第六項までの規定に関する事項を含む。）

(h) particulars concerning cancellation of the sales contract for specified rights pursuant to the provisions of Article 49, paragraph (3) of the Act (including particulars concerning the provisions of paragraphs (4) through (6) of that Article);

リ　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る販売の方法により権利の販売を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者又は割賦購入あつせん関係販売業者に対して生じている事由をもつて、特定継続的役務の提供を受ける権利の購入者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(i) when the rights are sold through the loan affiliated installation sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the installment payment system prescribed in paragraph 3 of that Article, a statement that the purchaser of the right to receive the provision of specified continuous services may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the seller related to the third party sales credit pursuant to the provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act);

ヌ　特約があるときは、その内容

(j) where there are special provisions, the details of the provisions.

２　前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.

３　第一項の書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork referred to in paragraph (1) must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

第三十三条　法第四十二条第二項第一号の経済産業省令で定める事項は、次のとおりとする。

Article 33 (1) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 42, paragraph (2), item (i) of the Act are as follows:

一　役務の種類

(i) the type of services;

二　役務提供の形態又は方法

(ii) the form or method of offering the services;

三　役務を提供する時間数、回数その他の数量の総計

(iii) hours or numbers of the service, or grand total of the relevant numbers; and

四　施術を行う者、講師その他の役務を直接提供する者の資格、能力等に関して特約があるときは、その内容

(iv) if there are special provisions concerning the qualification, ability, etc. of the person conducting the treatment, the lecturer, or any other person directly offering the services; the details of the provisions.

２　法第四十二条第二項第七号の経済産業省令で定める事項は、次のとおりとする。

(2) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 42, paragraph (2), item (vii) of the Act are as follows:

一　役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the service provider, and if the service provider is the juridical person; the name of its representative;

二　特定継続的役務提供契約の締結を担当した者の氏名

(ii) the name of the person concludes the contract for continued provision of specified service;

三　特定継続的役務提供契約の締結の年月日

(iii) the date on which the contract for continued provision of specified services is concluded;

四　役務の提供に際し役務の提供を受けようとする者が購入する必要のある商品がある場合にはその種類及び数量

(iv) if there are goods that need to be purchased by the person that intends to receive the services; the type and quantity of the goods;

五　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(v) when the services are offered through the loan affiliated installment sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the installment payment system prescribed in paragraph 3 of that Article, a statement that the service recipient may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the service provider related to the third party sales credit pursuant to the provision of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act);

六　特定継続的役務提供に係る前払取引を行うときは、当該前受金について保全措置を講じているか否か及び、講じている場合には、その内容

(vi) when conducting a prepaid transaction pertaining to the continued provision of specified service; a statement of whether or not a measure to secure the advance payment is taken, and if the measure is taken; the details of the measure;

七　役務の提供に際し役務の提供を受ける者が購入する必要のある商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(vii) if there are goods that need to be purchased by the service recipient when the service is offered; the name, address, and telephone number of the person selling the goods, and if a person is a juridical person; the name of its representative; and

八　特約があるときは、その内容

(viii) if there are special provisions, the details of the provisions.

第三十四条　法第四十二条第二項の規定により交付する書面（以下この条において「契約書面」という。）に記載する同項第二号、第五号及び第六号に掲げる事項については次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

Article 34 (1) Information specified in Article 42, paragraph (2), items (ii), (v), and (vi) of the Act to be provided in the paperwork to be provided pursuant to the provisions of that paragraph (hereinafter referred to as the "contract paperwork" in this Article) must respectively include the details prescribed in the lower column of the following table according to the classification prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 一　役務の対価その他の役務の提供を受ける者が支払わなければならない金銭の額(1) The consideration for the services and any other amount of money that must be paid by the service recipient | 入学金、入会金、授業料その他の役務の対価、施設整備費、入学又は入会のための試験に係る検定料、役務の提供に際し役務の提供を受ける者が購入する必要のある商品の価格その他の費目ごとの明細及びその合計A detailed statement and the total amount of any enrollment fee, entrance fee, lesson fee, or other consideration for the services, facility maintenance fee, examination fee for an entrance test, the price of any goods that need to be purchased by the service recipient upon offering of the services, and any other expense items |
| 二　法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）(2) Matters concerning cancellation of a contract for continued provision of specified service under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs 2 through 7 of that Article) | イ　契約書面を受領した日から起算して八日を経過するまでは、特定継続的役務の提供を受ける者は、書面により特定継続的役務提供契約の解除を行うことができること。(a) statement that the purchaser of the rights to receive offer of the continued provision of specified services may cancel the contract for continued provision of specified service in writing for a period until eight days have passed from the date on which the the offeree received the contract document |
|  | ロ　イに記載した事項にかかわらず、特定継続的役務の提供を受ける者が、役務提供事業者が法第四十四条第一項の規定に違反して法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が法第四十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十八条第一項の規定による特定継続的役務提供契約の解除を行わなかつた場合には、当該役務提供事業者が交付した法第四十八条第一項の書面を当該特定継続的役務の提供を受ける者が受領した日から起算して八日を経過するまで　は、当該特定継続的役務の提供を受ける者は、書面により当該特定継続的役務提供契約の解除を行うことができること。(b) statement that, notwithstanding the matter stated in (a), if the person who receives an offer of continued provision of specified service had not cancelled the contract for continued provision of specified service pursuant to the provisions of Article 48, paragraph (1) of the Act due to being misled by the service provider's act of misrepresenting information concerning rescission of the contract for continued provision of specified service pursuant to the provisions of Article 48, paragraph (1) of the Act, in violation of the provisions of Article 44, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the person who receives an offer for continued provision of specified service in violation of the provisions of Article 44, paragraph (3) of the Act, the person who receives an offer of continued provision of specified services may cancel the contract for continued provision of specified service in writing for a period until eight days have passed from the date on which the person who receives an offer for continued provision of specified service received the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the Service Provider |
|  | ハ　イ又はロの契約の解除は、特定継続的役務の提供を受ける者が、当該契約の解除に係る書面を発した時に、その効力を生ずること。(c) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the person who receives an offer for continued provision of specified service issues the document pertaining to the cancellation of the contract |
|  | ニ　イ又はロの契約の解除があつた場合には、役務提供事業者は、特定継続的役務の提供を受ける者に対し、当該契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) statement that, when there has been cancellation of the contract referred to in (a) or (b), the service povider may not claim damages or demand payment of a penalty pertaining to the cancellation of the contract from the person who receives an offer for continued provision of specified service |
|  | ホ　イ又はロの契約の解除があつた場合には、既に当該特定継続的役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、特定継続的役務の提供を受ける者に対し、当該特定継続的役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。(e) statement that, where there has been cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the service pertaining to the contract for continued provision of specified service or any other money from the person who receives an offer for continued provision of specified service even if the service has already been offered based on the contract for continued provision of specified service |
|  | ヘ　イ又はロの契約の解除があつた場合において、当該特定継続的役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、特定継続的役務の提供を受ける者に対し、速やかに、その全額を返還すること。(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the service provider has already received any money in association with the contract for continued provision of specified service, it must promptly return the full amount to the person who receives an offer for continued provision of specified service |
|  | ト　イ又はロの契約の解除があつた場合において、役務提供事業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける者は、当該関連商品販売契約についても解除を行うことができること。(g) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the service provider sells, acts as an agent for sale, or intermediates the sale of the related goods, the person who receives an offer for continued provision of specified service may also rescind the sales contract for related goods |
|  | チ　トの解除の申出先が役務提供事業者と異なる場合には、その旨及び申出先(h) where the request for the cancellation referred to in (g) is to be made with a person other than the service provider, a statement to the effect and the person with which the request should be made |
|  | リ　トの契約の解除は、当該契約の解除に係る書面を発した時に、その効力を生ずること。(i) statement that the cancellation of the contract referred to in (g) must take effect when the document pertaining to rescission of the document is issued |
|  | ヌ　トの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(j) statement that, where there has been cancellation of the contract referred to in (g), the person who sold the related goods may not claim compensation for damage or demand payment of a penalty pertaining to the cancellation of the contract from the person who receives an offer for continued provision of specified service |
|  | ル　トの契約の解除があつた場合において、当該関連商品販売契約に係る商品の引渡しが既にされているとき　は、その引取りに要する費用は関連商品の販売を行つた者の負担とすること。(k) statement that, where there has been cancellation of the contract referred to in (g), the person who sold the related goods must bear the costs required for taking back any goods already delivered under the sales contract for related goods |
|  | ヲ　トの契約の解除があつた場合において、当該関連商品販売契約に関連して金銭を受領しているときは、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、速やかに、その全額を返還すること。(l) statement that, where there has been cancellation of the contract referred to in (g), if the person who sold the related goods has already received any money in association with the sales contract for related goods, it must promptly return the full amount to the person who receives an offer for continued provision of specified service |
| 三　法第四十九条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項、第五項及び第六項の規定に関する事項を含む。）(3) Matters concerning rescission of a contract for continued provision of specified service under the provisions of Article 49(1) of the Act (including matters concerning the provisions of Paragraphs 2, 5, and 6 of the same Article) | イ　契約書面を受領した日から起算して八日を経過した後においては、特定継続的役務の提供を受ける者は、将来に向かつて特定継続的役務提供契約の解除を行うことができること。(a) statement that, where eight days have passed from the date on which the person who receives an offer for continued provision of specified service received the contract document, the person may terminate the contract for continued provisionn of specified service |
|  | ロ　イの契約の解除があつた場合には、役務提供事業者は、特定継続的役務の提供を受ける者に対し、提供された役務の対価及び当該解除によつて通常生ずる損害の額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと並びに提供された役務の対価の精算方法(b) statement that, where there has been cancellation of the contract referred to in (a), the service provider may not demand that the person who receives an offer for continued provision of specified service pays an amount of money that exceeds the total of the consideration for the service offered, the amount of damages normally caused by the cancellation or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages, as well as the method of settling the consideration for the service offered |
|  | ハ　イの契約の解除があつた場合において、役務提供事業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける者は、当該関連商品販売契約についても解除を行うことができること。(c) statement that, where there has been cancellation of the contract referred to in (a), if the service provider sells, acts as an agent for sale, or intermediates the sale of the related goods, the person who receives an offer for continued provision of specified service may also rescind the sales contract for related goods |
|  | ニ　ハの解除の申出先が役務提供事業者と異なる場合には、その旨及び申出先(d) where the request for the cancellation referred to in (c) is to be made with a person other than the service provider, a statement to the effect and the person with which the request should be made |
|  | ホ　ハの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、関連商品の通常の使用料に相当する額（当該関連商品の販売価格に相当する額から当該関連商品の返還されたときにおける価格を控除した額が通常の使用料に相当する額を超えるときは、その額）、関連商品の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(e) statement that, where there has been cancellation of the contract referred to in (c), the person who sold the related goods may not demand that the person who receives an offer for continued provision of specified service pays an amount of money that exceeds the total of the amount equivalent to an ordinary royalty for the related goods (when an amount deducting the market value for the related goods at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to an ordinary royalty, the amount apply), the amount equivalent to the selling price of the related goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages |
|  | ヘ　特定継続的役務提供契約又は関連商品販売契約の解除について特約がある場合には、その内容(f) where there are any special provisions concerning cancellation of a contract for continued provision of specified service or a sales contract for related goods, the details of the provisions |

２　特定継続的役務提供契約に係る関連商品が法第四十八条第二項ただし書の政令で定める関連商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の解除を行うことができないこととするときは、前項の書面には、同項の表第二号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(2) If the service provider intends to prohibit cancellation of the sales contract for the relevant goods pertaining to the contract for continued provision of specified service when the goods fall under the relevant goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act and the goods have been used or consumed in whole or in part, the paperwork referred to in the preceding paragraph must include the details prescribed in the following items in addition to the details prescribed in the lower column of table (ii) in that paragraph:

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the relevant goods; and

二　当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該特定継続的役務の提供を受ける者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の解除を行うことができないこと。

(ii) the fact that when the goods have been used or consumed in whole or in part, (except when the seller has induced the person who receives the specified services provided continuously to use or consume the goods in whole or in part), the contract for continued provision of specified service may not be cancelled.

３　第一項の表第二号の下欄に掲げる事項及び前項に掲げる事項は赤枠の中に赤字で記載しなければならない。

(3) Particulars prescribed in the lower column of table (ii) referred to in paragraph (1) and the particulars prescribed in the preceding paragraph must be provided in red letters within the red frame.

４　契約書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(4) The contract paperwork must indicate that a person must read through its contents very carefully, in red letters within the red frame.

５　契約書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(5) The contract paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

第三十五条　法第四十二条第三項第一号の経済産業省令で定める事項は、次のとおりとする。

Article 35 (1) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 42, paragraph (3), item (i) of the Act are as follows:

一　権利の行使により受けることができる役務の種類

(i) the type of the services that are available through the exercise of the rights;

二　権利の行使により受けることができる役務の提供の形態又は方法

(ii) the form or method of offering the services that are available through the exercise of the rights;

三　権利の行使による役務の提供を受けることができる時間数、回数その他の数量の総計

(iii) the number of hours, times, or grand total of the relevant number of the services that are available through the exercise of the rights; and

四　権利の行使により受けることができる役務について、施術を行う者、講師その他の役務を直接提供する者の資格、能力等に関して特約があるときは、その内容

(iv) if there are special provisions concerning the qualification, ability, etc. of the person conducting the treatment, the lecturer, or any other person directly offering the services with respect to the services that are available through the exercise of the rights; the details of the provisions.

２　法第四十二条第三項第七号の経済産業省令で定める事項は、次のとおりとする。

(2) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 42, paragraph (3), item (vii) of the Act are as follows:

一　販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller, and if a seller is a juridical person; the name of its representative;

二　特定権利販売契約の締結を担当した者の氏名

(ii) the name of the person who concludes the sales contract for specified right;

三　特定権利販売契約の締結の年月日

(iii) the date on which the sales contract for specified right is concluded;

四　当該権利の行使による役務の提供に際し当該特定継続的役務の提供を受ける権利の購入者が購入する必要のある商品がある場合にはその種類及び数量

(iv) if there are goods that need to be purchased by the purchaser of the rights to receive the specified services provided continuously when the services through the exercise of the rights are offered; the type and quantity of the goods;

五　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る販売の方法により権利の販売を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者又は割賦購入あつせん関係販売業者に対して生じている事由をもつて、特定継続的役務の提供を受ける権利の購入者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(v) when the rights are sold through the loan affiliated installment sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the method of installment payments prescribed in paragraph (3) of that Article; a statement that the purchaser of the rights to receive the continued provision of specified service may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the seller related to the third party sales credit pursuant to the provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act);

六　役務の提供に際し特定継続的役務の提供を受ける権利の購入者が購入する必要のある商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(vi) if there are goods that need to be purchased by the purchaser of the rights to receive the specified services provided continuously when the services are offered; the name, address, and telephone number of the person selling the goods, and if a person is a juridical person; the name of its representative; and

七　特約があるときは、その内容

(vii) if there are special provisions; the details of the provisions.

第三十六条　法第四十二条第三項の規定により交付する書面（以下この条において「契約書面」という。）に記載する同項第二号、第五号及び第六号に掲げる事項については次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

Article 36 (1) Particulars prescribed in Article 42, paragraph (3), items (ii), (v), and (vi) of the Act to be provided in the paperwork to be provided pursuant to the provisions of that paragraph (hereinafter referred to as the "contract paperwork" in this Article) must respectively include the details prescribed in the lower column of the following table according to the classification prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 一　権利の販売価格その他の特定継続的役務の提供を受ける権利の購入者が支払わなければならない金銭の額(1) The selling price of the rights and any other amount of money that must be paid by the purchaser of the rights to receive an offer for the continued provision of specified service | 権利の販売価格、当該権利の行使による役務の提供に際し特定継続的役務の提供を受ける権利の購入者が購入する必要のある商品の価格その他の費目ごとの明細及びその合計A detailed statement and the total amount of the selling price of the rights, the price of any goods that need to be purchased by the purchaser of the rights to receive an offer for the continued provision of specified service upon offering of the services through exercise of the rights, and any other expense items |
| 二　法第四十八条第一項の規定による特定権利販売契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）(2) Matters concerning cancellation of a contract for continued provision of specified service under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs 2 through 7 of that Article) | イ　契約書面を受領した日から起算して八日を経過するまでは、特定継続的役務の提供を受ける権利を購入する者は、書面により特定権利販売契約の解除を行うことができること。(a) statement that the purchaser of the rights to receive an offer for the continued provision of specified service may cancel the contract for continued provision of specified service in writing for a period until eight days have passed from the date on which the purchaser received the contract document |
|  | ロ　イに記載した事項にかかわらず、特定継続的役務の提供を受ける権利を購入する者が、販売業者が法第四十四条第一項の規定に違反して法第四十八条第一項の規定による特定権利販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が法第四十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十八条第一項の規定による特定権利販売契約の解除を行わなかつた場合には、当該販売業者が交付した法第四十八条第一項の書面を当該特定継続的役務の提供を受ける権利を購入する者が受領した日から起算して八日を経過するまでは、当該特定継続的役務の提供を受ける権利を購入する者は、書面により当該特定権利販売契約の解除を行うことができること。(b) statement that, notwithstanding the matter stated in (a), if the purchaser of the rights to receive an offer for the continued provision of specified service had not cancelled the contract for continued provision of specified service under the provisions of Article 48, paragraph (1) of the Act due to being misled by the seller's act of misrepresenting information concerning cancellation of the contract for continued provision of specified service under the provisions of Article 48, paragraph (1) of the Act, in violation of the provisions of Article 44, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the purchaser of the rights to receive an offer for the continued provision of specified service in violation of the provisions of Article 44, paragraph (3) of the Act, the purchaser of the rights to receive an offer for the continued provision of specified service may cancel the contract for continued provision of specified service in writing for a period until eight days have passed from the date on which the purchaser of the rights to receive an offer for the Specified continued provision of specified service cancel the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the seller |
|  | ハ　イ又はロの契約の解除は、特定継続的役務の提供を受ける権利を購入する者が、当該契約の解除に係る書面を発した時に、その効力を生ずること。(c) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the purchaser of the rights to receive an offer for the continued provision of specified service issues the document pertaining to the cancellation of the contract |
|  | ニ　イ又はロの契約の解除があつた場合には、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、当該契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(d) statement that, where there has been cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the cancellation of the contract from the purchaser of the rights to receive an offer for the continued provision of specified service |
|  | ホ　イ又はロの契約の解除があつた場合において、当該特定権利販売契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。(e) statement that, when there has been canellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the contract for continued provision of secified service |
|  | ヘ　イ又はロの契約の解除があつた場合には、既に権利の行使により役務が提供されたときにおいても、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), the seller may not claim payment of the amount equivalent to the interests gained through exercising the rights from the purchaser of the rights to receive an offer for the continued provision of specified service even if the service has already been offered through exercising the rights |
|  | ト　イ又はロの契約の解除があつた場合において、当該特定権利販売契約に関連して金銭を受領しているときは、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、速やかに、その全額を返還すること。(g) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the seller has already received any money in association with the sales contract for secified right, it must promptly return the full amount to the purchaser of the rights to receive an offer for the continued provision of specified service |
|  | チ　イ又はロの契約の解除があつた場合において、販売業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける権利を購入する者は、当該関連商品販売契約についても解除を行うことができること。(h) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the seller sells, acts as an agent for sale, or intermediates the sale of the related goods, the purchaser of the rights to receive an offer for the continued provision of specified service may also cancel the sales contract for related goods |
|  | リ　チの解除の申出先が販売業者と異なる場合には、その旨及び申出先(i) where the request for the cancellation referred to in (h) is to be made with a person other than the seller, a statement to the effect and the person with which the request should be made |
|  | ヌ　チの契約の解除は、当該契約の解除に係る書面を発した時に、その効力を生ずること。(j) statement that the cancellation of the contract referred to in (h) must take effect when the document pertaining to cancellation of the document is issued |
|  | ル　チの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(k) statement that, where there has been cancellation of the contract referred to in (h), the person who sold the related goods may not claim compensation for damages or demand payment of a penalty pertaining to the cancellation of the contract from the purchaser of the rights to receive an offer for the continued provision of specified service |
|  | ヲ　チの契約の解除があつた場合において、当該関連商品販売契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は関連商品の販売を行つた者の負担とすること。(l) statement that, when there has been cancellation of the contract referred to in (h), the person who sold the related goods must bear the costs required for taking back any goods already delivered under the sales contract for related goods |
|  | ワ　チの契約の解除があつた場合において、当該関連商品販売契約に関連して金銭を受領しているときは、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、速やかに、その全額を返還すること。(m) statement that, where there has been cancellation of the contract referred to in (h), if the person who sold the related goods has already received any money in association with the sales contract for related goods, it must promptly return the full amount to the purchaser of the rights to receive an offer for the continued provision of specified service |
| 三　法第四十九条第三項の規定による特定権利販売契約の解除に関する事項（同条第四項から第六項までの規定に関する事項を含む。）(3) Matters concerning rescission of a sales contract for specified right under the provisions of Article 49, paragraph (3) of the Act (including matters concerning the provisions of paragraphs 4 through 6 of that Article) | イ　契約書面を受領した日から起算して八日を経過した後においては、特定継続的役務の提供を受ける権利を購入する者は、特定権利販売契約の解除を行うことができること。(a) statement that, where eight days have passed from the date on which the purchaser of the rights to receive an offer for the continued provision of specified service received the contract document, the purchaser may cancel the sales contract for specified right |
|  | ロ　イの契約の解除があつた場合には、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、権利の行使により通常得られる利益に相当する額（当該権利の販売価格に相当する額から当該権利の返還されたときにおける価格を控除した額が当該権利の行使により通常得られる利益に相当する額を超えるときは、その額）、権利の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(b) statement that, where there has been cancellation of the contract referred to in (a), the seller may not demand that the purchaser of the rights to receive an offer for the continued provision of specified service pays an amount of money that exceeds the total of the amount equivalent to the interests that can normally be gained through exercising the rights (when an amount deducting the market value for the rights at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to the interests that can normally be gained through exercising the rights, the amount applies), the amount equivalent to the selling price of the rights, the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages |
|  | ハ　イの契約の解除があつた場合において、販売業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける権利を購入する者は、当該関連商品販売契約についても解除を行うことができること。(c) statement that, where there has been cancellation of the contract referred to in (a), if the seller sells, acts as an agent for sale, or intermediates the sale of the related goods, the purchaser of the rights to receive an offer for the continued provision of specified service may also cancel the sales contract for related goods |
|  | ニ　ハの解除の申出先が販売業者と異なる場合には、その旨及び申出先(d) where the request for the cancellation referred to in (c) is to be made with a person other than the seller, a statement to the effect and the person with which the request should be made |
|  | ホ　ハの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、関連商品の通常の使用料に相当する額（当該関連商品の販売価格に相当する額から当該関連商品の返還されたときにおける価格を控除した額が通常の使用料に相当する額を超えるときは、その額）、関連商品の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。(e) statement that, where there has been cancellation of the contract referred to in (c), the person who sold the related goods may not demand that the purchaser of the rights to receive an offer for the continued provision of specified service pays an amount of money that exceeds the total of the amount equivalent to an ordinary royalty for the related goods (when an amount deducting the market value for the related goods at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to an ordinary royalty, the amount applies), the amount equivalent to the selling price of the related goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages |
|  | ヘ　特定権利販売契約又は関連商品販売契約の解除について特約がある場合には、その内容(f) where there are any special provisions on cancellation of a sales contract for specified right or a sales contract for related goods, the details of the provisions |

２　特定権利販売契約に係る関連商品が法第四十八条第二項ただし書の政令で定める関連商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の解除を行うことができないこととするときは、前項の書面には、同項の表第二号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(2) If the seller intends to prohibit cancellation of the sales contract for the relevant goods pertaining to the sales contract for specified right when the goods fall under the relevant goods as specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act and the goods have been used or consumed in whole or in part, the paperwork referred to in the preceding paragraph must include the details prescribed in the following items in addition to the details prescribed in the lower column of table (2) in that paragraph:

一　商品の名称その他当該商品を特定し得る事項

(i) the name of the goods and other information that can identify the relevant goods; and

二　当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該特定継続的役務の提供を受ける権利を購入する者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の解除を行うことができないこと。

(ii) the fact that when the goods have been used or consumed in whole or in part (except the case when the seller has forced the purchaser of the rights to receive the specified service provided continuously to use or consume the goods in whole or in part), a contract may not be cancelled.

３　第一項の表第二号の下欄に掲げる事項及び前項に掲げる事項は赤枠の中に赤字で記載しなければならない。

(3) Particular prescribed in the lower column of table (2) referred to in paragraph (1) and the particulars prescribed in the preceding paragraph must be provided in red letters within the red frame.

４　契約書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(4) The contract paperwork must indicate that a person must read through its contents very carefully, in red letters within the red frame.

５　契約書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(5) The contract paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

（誇大広告等の禁止）

(Prohibition of Misleading Advertising)

第三十七条　法第四十三条の経済産業省令で定める事項は、次のとおりとする。

Article 37 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 43 of the Act are as follows:

一　役務又は権利の種類又は内容

(i) the type or details of the services or the rights;

二　役務の効果又は目的

(ii) the effects or the purpose of the services;

三　役務若しくは権利、役務提供事業者若しくは販売業者又は役務提供事業者若しくは販売業者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

(iii) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the services or the rights, the service provider or the seller, or the business operated by the service provider or the seller;

四　役務の対価又は権利の販売価格

(iv) the price for the services or the selling price of the rights;

五　役務の対価又は権利の代金の支払の時期及び方法

(v) the payment date and method for the price for the services or the cost for the rights;

六　役務の提供期間

(vi) the length of the services; and

七　役務提供事業者又は販売業者の氏名又は名称、住所及び電話番号

(vii) the name, address, and telephone number of the service provider or the seller;

八　第四号に定める金銭以外の特定継続的役務提供受領者等の負担すべき金銭があるときは、その名目及びその額

(viii) if there is money to be borne by the recipient of the continued specified service other than the money specified in item (iv); the name and the amount of money.

（特定継続的役務提供における重要事項）

(Important Matters for Continued Provision of Specified Services)

第三十七条の二　法第四十四条第一項第二号の経済産業省令で定める事項は、次の各号に掲げるものとする。

Article 37-2 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 44, paragraph (1), item (ii) of the Act are particulars prescribed in the following items:

一　商品の効能

(i) the efficacy of the goods;

二　商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三　商品の販売数量

(iii) quantity of goods sold; and

四　商品の必要数量

(iv) quantity of goods required.

（書類の備付け）

(Keeping Documents)

第三十八条　法第四十五条第一項に規定する業務及び財産の状況を記載した書類は、貸借対照表、損益計算書及び事業報告（会社以外の者にあつては、これらに準ずる書類）とする。

Article 38 (1) The documents describing the business and asset situation under Article 45, paragraph (1) of the Act are the balance sheet, the profit and loss statement, and the business report (in the case of a person that is not a company; documents equivalent to these).

２　当該書類は、事業年度ごとに当該事業年度経過後三月以内に作成し、特定継続的役務提供等契約に関する業務を行う事務所に遅滞なく備え置かなければならない。

(2) The relevant documents must be prepared in each business year within three months from the ending date of the business year, and kept without delay at an office where the business pertaining to the contract for continued provision of specified service is conducted.

３　備え置いた書類は、備え置いた日から起算して三年を経過する日までの間、保管すること。

(3) The kept documents must be retained for a period until the day on which three years have passed from the date on which the documents are kept.

（特定継続的役務提供における禁止行為）

(Prohibited Acts in Continued Provision of Specified Services)

第三十九条　法第四十六条第三号の経済産業省令で定める行為は、次の各号に掲げるものとする。

Article 39 Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 46, item (iii) of the Act are acts prescribed in the following items:

一　特定継続的役務提供等契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は特定継続的役務提供等契約の解除について迷惑を覚えさせるような仕方でこれを妨げること。

(i) an act of soliciting a contract for continued provision of specified service in ways that makes a person feel annoyed or an act of preventing a person from cancelling a contract for continued provision of specified service in ways that makes the person feel annoyed;

二　老人その他の者の判断力の不足に乗じ、特定継続的役務提供等契約を締結させること。

(ii) an act of having an elderly or other person to conclude a contract for continued provision of specified service by taking advantage of the impaired judgment of the elderly or other person;

三　顧客の知識、経験及び財産の状況に照らして不適当と認められる勧誘を行うこと。

(iii) an act of soliciting a contract that is deemed inappropriate in light of the customer's knowledge, experience, and asset situation;

四　特定継続的役務提供等契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(iv) an act of having a person provide false information concerning age, occupation, or other particulars in the paperwork pertaining to the contract, when concluding a contract for continued provision of specified service;

五　法第四十八条第二項ただし書の政令で定める関連商品の販売に係る契約の解除を妨げるため、当該商品の販売に係る契約を締結した際、特定継続的役務提供受領者等に当該商品を使用させ又はその全部若しくは一部を消費させること。

(v) in order to prevent cancellation of a sales contract for relevant goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act, an act of having the recipient of the continued specified service use the goods or consume the goods in whole or in part when concluding the sales contract for the goods; and

六　関連商品販売契約に基づく債務又は関連商品販売契約の解除によつて生ずる債務の全部又は一部の履行を拒否し、又は不当に遅延させること（役務提供事業者又は販売業者が関連商品の販売の代理又は媒介を行つている場合にあつては、関連商品販売契約に基づく債務又は関連商品販売契約の解除によつて生ずる債務の全部又は一部の履行を拒否し、又は不当に遅延させることを唆すこと。）。

(vi) an act of refusing the performance of obligations in whole or in part under the sales contract for the relevant goods or the obligations due to the cancellation of the contract, or an act of unjustly delaying the performance of obligation (when the service provider or the seller acts as an agent or a broker for sale of the relevant goods; an act of inducing a person to refuse the performance of obligations under the sales contract for the relevant goods or the performance of obligations due to the cancellation of the contract in whole or in part, or unjustly delay the performance of obligations).

（特定継続的役務提供契約の解除の妨害後の書面の交付）

(Providing Paperwork after Cancellation of Contract for Continued Provision of Specified Service is Prevented)

第三十九条の二　法第四十八条第一項の書面には、次に掲げる事項を記載しなければならない。

Article 39-2 (1) The paperwork referred to in Article 48, paragraph (1) of the Act must contain the following information:

一　特定継続的役務提供等契約の内容及び関連商品の商品名

(i) details of the contract for continued provision of specified service and the name of the relevant goods;

二　役務の対価又は権利の販売価格その他の特定継続的役務提供受領者等が支払わなければならない金銭の額

(ii) the price for the services or the selling price of the rights, and any other money that must be paid by the recipient of the continued specified service, etc.;

三　法第四十八条第一項の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面により特定継続的役務提供等契約の解除等を行うことができること。

(iii) a statement that a person may cancel the contract for continued provision of specified service, etc. in writing within eight days from the date on which the person receives the paperwork, pursuant to the provisions of Article 48, paragraph (1) of the Act;

四　法第四十八条第二項から第七項までの規定に関する事項

(iv) particulars concerning the provisions of Article 48, paragraphs (2) through (7) of the Act;

五　役務提供事業者又は販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(v) the name, address, and telephone number of the service provider or the seller, and if the service provider or the seller is the juridical person; the name of its representative;

六　特定継続的役務提供等契約の申込み又は締結を担当した者の氏名

(vi) the name of the person who offers or concludes the contract for continued provision of specified service;

七　特定継続的役務提供等契約の締結の年月日

(vii) the date on which the contract for continued provision of specified service is concluded; and

八　関連商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(viii) if there are any relevant goods; the name, address, and telephone number of the person selling the relevant goods, and if the person is the juridical person; the name of its representative.

２　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

３　書面に記載するに際し、第一項第三号及び同項第四号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(3) When providing the information in the paperwork, the details prescribed in paragraph (1), items (iii) and (iv) must be provided in red letters within the red frame.

４　前三項の規定により交付する書面は、様式第三によること。

(4) The paperwork provided pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 3.

５　役務提供事業者又は販売業者は、法第四十八条第一項の書面を特定継続的役務提供受領者等に交付した際には、直ちに特定継続的役務提供受領者等が当該書面を見ていることを確認した上で、第一項第三号及び同項第四号に掲げる内容について特定継続的役務提供受領者等に告げなければならない。

(5) When a service provider or a seller provides the paperwork referred to in Article 48, paragraph (1) of the Act to the recipient of the continued specified service, etc., they must immediately inform the recipient of the continued specified service, etc. of the details prescribed in paragraph (1), items (iii) and (iv) after confirming that the recipient of the continued specified service, etc. has read through the paperwork.

第四章　業務提供誘引販売取引

Chapter IV Business Opportunity Sales Transactions

（業務提供誘引販売取引における重要事項）

(Important Matters Concerning the Business Opportunity Sales Transactions)

第三十九条の三　法第五十二条第一項第一号の経済産業省令で定める事項は、次の各号に掲げるものとする。

Article 39-3 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 52, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

一　商品の効能

(i) the efficacy of the goods;

二　商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三　商品の販売数量

(iii) quantity of goods sold; and

四　商品の必要数量

(iv) quantity of goods required; and

五　役務又は権利に係る役務の効果

(v) the effects of the services pertaining to the services or the rights.

（法第五十二条第三項の経済産業省令で定める場所）

(Places specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 52, paragraph (3) of the Act)

第三十九条の四　法第五十二条第三項の経済産業省令で定める場所は、次の各号に掲げるものとする。

Article 39-4 Places specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 52, paragraph (3) of the Act are places specified in the following items:

一　営業所

(i) a business office;

二　代理店

(ii) an agency;

三　露店、屋台店その他これらに類する店

(iii) a street stall, a food stall, or any other store similar to these;

四　前三号に掲げるもののほか、一定の期間にわたり、商品を陳列し、当該商品を販売する場所であつて、店舗に類するもの

(iv) beyond what is set forth in the preceding three items, a place similar to a store that displays and sells the goods for a specific period.

（業務提供誘引販売取引についての広告）

(Advertisements for Business Opportunity Sales Transactions)

第四十条　法第五十三条第一項第四号の経済産業省令で定める事項は、次のとおりとする。

Article 40 (1) Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 53, paragraph (1), item (iv) of the Act are as follows:

一　業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号

(i) the name, address, and telephone number of the person that sells business opportunity;

二　業務提供誘引販売業を行う者が法人であつて、電子情報処理組織（業務提供誘引販売業を行う者の使用に係る電子計算機と顧客の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。）を使用する方法により広告をする場合には、当該業務提供誘引販売業を行う者の代表者又は業務提供誘引販売業に関する業務の責任者の氏名

(ii) when the person that sells business opportunity is the juridical person and places advertisement by a method using an electronic data processing system (meaning an electronic data processing system connecting a computer used by the person selling business opportunity to a computer used by the customer via an electric telecommunication line); the name of the representative of the person selling business opportunity or the person responsible for the business concerning business opportunity;

三　商品名

(iii) the name of the goods;

四　電磁的方法により広告をするときは、業務提供誘引販売業を行う者の電子メールアドレス

(iv) when an advertisement is placed by using electronic or magnetic means; the e-mail address of the person selling business opportunity;

五　次のイ又はロのいずれかに該当するときを除き、相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするときは、その旨

(v) except the cases falling under (a) or (b) below, when an advertisement is placed by using electronic or magnetic means without receiving a request from or consent of the counterparty; the relevant statement:

イ　相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告をするとき。

(a) when an advertisement is placed by posting the advertisement partially in the electronic or magnetic record that is sent by electronic or magnetic means based on the request from or with consent of the counterparty; or

ロ　電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者による当該役務の提供に際して、広告をするとき。

(b) when an advertisement is placed by a person that provides services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be posted partially in the electronic or magnetic record that is to be sent by electronic or magnetic means.

２　業務提供誘引販売業を行う者は、前項第五号に掲げる事項について、その広告の用に供される電磁的記録の表題部の最前部に、本文で用いられるものと同一の文字コードを用いて符号化することにより「未承諾広告※」と表示しなければならない。ただし、電磁的記録の表題部の表示が、当該電磁的記録の送信に必要な範囲において他の符号化方法により重ねて符号化されるときは、重ねて符号化される前の文字が本文で用いられるものと同一の文字コードでなければならない。

(2) With regard to the particulars prescribed in item (v) of the preceding paragraph, a person selling business opportunity must indicate "unapproved advertisement" at the top of the titles of the electronic or magnetic record used for the advertisement, encoding the same characters as the character code that is used for the main clause; provided, however, that when the information in the titles of the electronic or magnetic record is further encoded by another encoding method as many times as necessary to transmit the electronic or magnetic record, the character code before the further encoding must be the same as the character code used for the main clause.

第四十一条　法第五十三条第一項の規定により業務提供誘引販売取引について広告をするときは、同項第二号の事項については商品（法第五十一条第一項の商品をいう。次条を除き、以下この章において同じ。）の購入金額若しくは役務の対価の支払の金額又は取引料の金額（商品の購入又は役務の対価の支払と取引料の提供とが併せて行われる場合にあつては、その商品の購入金額又はその役務の対価の支払の金額と取引料の金額との合計額）を明示しなければならない。

Article 41 (1) When an advertisement is placed for sales transaction related to business opportunity Related Sales Transactions pursuant to the provisions of Article 53, paragraph (1) of the Act, the purchase amount of the goods (meaning the goods referred to in Article 51, paragraph (1) of the Act; the same applies hereinafter in this chapter except the following Article) or the amount to be paid for the price for the services or the amount of transaction fee (when a purchase of goods or payment for the price for the services is combined with the payment for a transaction fee; the total amount for purchasing goods or for paying the price for the services combined with the amount of transaction fee) must be clearly indicated, with respect to the particulars referred to in item (ii) of that paragraph.

２　法第五十三条第一項の規定により業務提供誘引販売取引について広告をするときは、同項第三号については次に定めるところにより表示しなければならない。

(2) When an advertisement for a business transaction related to business opportunity is placed pursuant to the provisions of Article 53, paragraph (1), the particulars referred to in item (iii) of that paragraph must be indicated as followings:

一　提供し、又はあつせんする業務の内容を表示すること。

(i) details of the business to be offered or mediated must be indicated;

二　一定の期間内に業務を提供し、又はあつせんする回数、業務に対する報酬の条件など、業務の提供又はあつせんの態様に応じて、当該業務の提供又はあつせんについての条件に係る重要な事項を表示すること。

(ii) important information concerning the conditions for offering or mediating the business must be indicated according to the ways of offering or mediating the business, such as the number of times they offer or mediate the business during a specific period or the conditions for the rewards for the business;

三　収受し得る金額その他の業務提供利益の指標を表示するときは、その指標と同等の水準の業務提供利益を実際に収受している者が当該業務提供誘引販売業に関して業務提供誘引販売取引を行つた者の多数を占めることを示す数値を表示するなど、業務提供利益の見込みについて正確に理解できるように、根拠又は説明を表示すること。

(iii) when indicating the amount of money that can be received or any other indicator of the profits from business opportunities, grounds or explanations that enable accurate understanding of the profitability of the business opportunity must be indicated, such as indicating numerical data showing that people who actually receive the same level of profits from business opportunities as such indicator constitute a large proportion of persons conducting a sales transaction related to business opportunity pertaining to the sales related to business opportunity.

（適用除外）

(Exclusion from Application)

第四十一条の二　法第五十三条第二項のその相手方の求めに応じて広告をするとき、その他の経済産業省令で定めるときは、次のいずれかのときとする。

Article 41-2 When an advertisement is placed in response to a request from the counterparty or in other cases specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 53, paragraph (2) of the Act is any of the following cases:

一　業務提供誘引販売業を行う者が他人に委託して広告をする場合であつて、その委託を受けた者がその委託に係る事業において次のイ及びロのいずれにも該当するとき。

(i) when the person conducting Business Opportunity Related Sales place an advertisement by entrusting it to another person, and the entrusted person falls under both (a) and (b) below with respect to the entrusted business:

イ　自ら相手方からの請求を受けて、その請求に基づいて電磁的方法により広告をすること。

(a) the person directly receives a request from the counterparty, and places an advertisement by an electronic or magnetic means based on the request; and

ロ　電磁的方法による広告の提供を請求した相手方が電磁的方法による広告の提供を受けることを停止したい旨の意思を表示するための方法をわかりやすく表示しており、その意思の表示を受けたときは電磁的方法による広告の提供を停止すること。

(b) a method to express the intent that the counterparty that has requested the advertisements by using an electronic or magnetic means wants to discontinue the advertisements by using an electronic or magnetic means is described in an easy-to-understand manner, and the relevant advertisements must be discontinued when the counterparty expresses the relevant intent;

二　業務提供誘引販売業を行う者が、電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者による当該役務の提供に際して、広告をするとき。

(ii) when an advertisement is placed by a person that provides services pertaining to the use of electronic or magnetic means to a user on a condition that an advertisement will be posted partially in the electronic or magnetic record that is to be sent by electronic or magnetic means.

（連絡方法の表示）

(Indication of the Contact Method)

第四十一条の三　相手方の請求に基づかないで、かつ、その承諾を得ないで電磁的方法により広告をするときであつて、法第五十三条第二項の規定によりその相手方が電磁的方法による広告の提供を受けることを希望しない旨の意思を表示するための方法を表示するときは、その広告の用に供される電磁的記録の本文の最前部に「〈事業者〉」との表示に続けて次の事項を表示し、かつ、その相手方が広告の提供を受けることを希望しない旨及びその相手方の電子メールアドレスを通知することによつて当該業務提供誘引販売業を行う者からの電磁的方法による広告の提供が停止されることを明らかにしなければならない。

Article 41-3 When an advertisement by using an electronic or magnetic means is placed without receiving a request from or consent of the counterparty, and if a method to indicate the intent of the counterparty that they want to discontinue the advertisement by using an electronic or magnetic means pursuant to the provisions of Article 53, paragraph (2) of the Act, the person conducting Business Opportunity Related Sales must indicate the following information at the top of the main clause of the electronic or magnetic record used for the advertisement, following the term "business operator", and must indicate clearly that the counterparty wants to discontinue the advertisement and that the advertisement by using an electronic or magnetic means placed by the person conducting Business Opportunity Related Sales will be discontinued, by providing the e-mail address of the counterparty:

一　業務提供誘引販売業を行う者の氏名又は名称

(i) name of the person conducting Business Opportunity Related Sales; and

二　相手方が電磁的方法による広告の提供を受けることを希望しない旨を通知するための電子メールアドレス

(ii) e-mail address to give a notice stating that the counterparty wants to discontinue the advertisements by using electronic or magnetic means.

（誇大広告等の禁止）

(Prohibition of Misleading Advertising)

第四十二条　法第五十四条の経済産業省令で定める事項は次のとおりとする。

Article 42 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 54 of the Act are as follows:

一　当該業務提供誘引販売取引に伴う特定負担に関する事項

(i) particulars concerning the specified burden required for the business opportunity sales transactions;

二　当該業務提供誘引販売業に係る業務提供利益その他の業務の提供条件に関する事項

(ii) particulars concerning the profits from the sales transactions related to business opportunities and any other conditions for offering the businesses;

三　商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、効果

(iii) the type, performance, quality, or efficacy of the goods, the type, details, or effects of the services, or the type or details of the rights, or the effects of the services pertaining to the rights;

四　商品の原産地若しくは製造地、商標又は製造者名

(iv) the place of origin or place of production, the trademark, or the name of manufacturer of the goods;

五　商品、権利若しくは役務、業務提供誘引販売業を行う者又は業務提供誘引販売業を行う者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

(v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the goods, the rights, or the services, the person that sells business opportunities, or the business operated by the person that sells business opportunity; and

六　業務提供誘引販売業に係る業務提供誘引販売取引についての契約の解除に関する事項（法第五十八条第一項から第三項までの規定に関する事項を含む。）

(vi) particulars concerning cancellation of a contract for sales transaction related to business opportunity pertaining to the sales of business opportunity (including the particulars prescribed in Article 58, paragraph (1) through (3) of the Act).

（業務提供誘引販売取引における書面の交付）

(Providing Paperwork for Business Opportunity Sales Transactions)

第四十三条　法第五十五条第一項の規定により業務提供誘引販売取引に伴う特定負担をしようとする者に交付する書面にはその業務提供誘引販売業に係る次の事項を明記しなければならない。

Article 43 (1) A paperwork to be provided to a person who intends to bear the specified burden required for a sales transaction related to business opportunity pursuant to the provisions of Article 55, paragraph (1) of the Act must clearly indicate the following information pertaining to the sales of business opportunity:

一　業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the person that sells the business opportunity, and if the person is the juridical person; the name of its representative;

二　商品（施設を利用し及び役務の提供を受ける権利を除く。）の種類及びその性能若しくは品質に関する重要な事項又は権利若しくは役務の種類及びこれらの内容に関する重要な事項

(ii) important information concerning the type, performance, or quality of the goods (excluding rights to use a facility or to receive the services) or important information concerning the type or details of the rights or the services;

三　商品名

(iii) the name of the goods;

四　商品若しくは提供される役務を利用する業務の提供又はあつせんについての条件に関する重要な事項

(iv) important information concerning the conditions to offer or mediate the business using the goods or the services offered;

五　当該業務提供誘引販売取引に伴う特定負担の内容

(v) particulars concerning the specified burden required for the sales transaction related to business opportunity;

六　契約の解除の条件その他の当該業務提供誘引販売業に係る契約に関する重要な事項

(vi) requirements to cancel a contract and other important information concerning contracts pertaining to the sales of business opportunity; and

七　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者、割賦購入あつせん関係販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(vii) when the goods are sold or the services are offered through the loan affiliated installation sales prescribed in Article 2, paragraph (2) of the Installment Sales Act or through the installment payment system prescribed in paragraph (3) of that Article, a statement that the purchaser of the goods or the service recipient may duly asset against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph 3 of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act).

２　前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(2) The paperwork referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.

３　第一項の書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(3) The paperwork referred to in paragraph (1) must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

第四十四条　法第五十五条第二項第五号の経済産業省令で定める事項は、次のとおりとする。

Article 44 Particulars specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 55, paragraph (2), item (v) of the Act are as follows:

一　当該業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the person that sells the business opportunity, and if the person is the juridical person; the name of its representative;

二　当該業務提供誘引販売業に係る業務提供誘引販売取引についての契約の締結を担当した者の氏名

(ii) the name of the person who concludes the contract for sales transaction related to business opportunity pertaining to the sales of business opportunity;

三　契約年月日

(iii) the date of the contract;

四　商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五　特定負担以外の義務についての定めがあるときは、その内容

(v) if there are provisions for obligations other than the specified burden; the details of the provisions; and

六　割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する割賦購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）の規定に基づきローン提携販売業者、割賦購入あつせん関係販売業者又は割賦購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は割賦購入あつせん業者に対抗することができること。

(vi) when the Goods are sold or the services are offered through the loan affiliated installment sales prescribed in Article 2 (2) of the Installment Sales Act or through the installment payment system prescribed in paragraph (3) of that Article; a statement that the purchaser of the goods or the service recipient may duly assert against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act).

第四十五条　法第五十五条第二項の規定により業務提供誘引販売業を行う者が契約の相手方に交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

Article 45 (1) The paperwork provided by the person that sells the business opportunity to the counterparty to the contract pursuant to the provisions of Article 55, paragraph (2) of the Act (hereinafter referred to as the "paperwork" in this Article) must respectively meet the requirements set forth in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 事項Matters | 基準Requirements |
| 一　商品（施設を利用し及び役務の提供を受ける権利を除く。）に隠れた瑕疵がある場合の責任に関する事項(1) Matters concerning the liability in the case the goods (excluding rights to use a facility or to receive an offer for services) have a hidden defect | 商品（施設を利用し及び役務の提供を受ける権利を除く。）に隠れた瑕疵がある場合に販売業者が当該瑕疵について責任を負わない旨が定められていないこと。None of the provisions must exempt the seller from liability for the defect in the case the goods (excluding rights to use a facility or to receive an offer for services) have a hidden defect. |
| 二　契約の解除に関する事項(2) Matters concerning cancellation of the contract | イ　業務提供誘引販売取引の相手方からの契約の解除ができない旨が定められていないこと。(a) none of the provisions must prohibit the counterparty of business opportunity related sales transactions from cancelling the contract. |
|  | ロ　業務提供誘引販売業を行う者の責に帰すべき事由により契約が解除された場合における業務提供誘引販売業を行う者の義務に関し、民法に規定するものより業務提供誘引販売取引の相手方に不利な内容が定められていないこと。(b) none of the provisions must be more disadvantageous for the counterparty of business opportunity related sales transactions than those prescribed in the Civil Code with regard to the obligations of the person conducting business opportunity related sales in the case the contract is cancelled due to a cause imputable to the person conducting business opportunity related sales. |
| 三　その他の特約に関する事項(3) Matters concerning other special provisions | 法令に違反する特約が定められていないこと。No special provisions must be prescribed in violation of laws and regulations. |

２　書面には、次の表の上欄に掲げる事項については、同表の下欄に掲げる内容を記載しなければならない。

(2) The paperwork must respectively provide the details prescribed in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

|  |  |
| --- | --- |
| 事項Matters | 内容Details |
| 一　商品若しくは提供される役務を利用する業務の提供又はあつせんについての条件に関する事項(1) Matters concerning the conditions for making available or mediating the business using the goods or the services offered | イ　提供し、又はあつせんする業務の内容(a) details of the business to be made available or mediated |
|  | ロ　一週間、一月間その他の一定の期間内に提供し、若しくはあつせんする業務の回数若しくは時間その他の提供し、又はあつせんする業務の量(b) the number of times or the number of hours the business is made available or mediated per week, per month, or during any other specific period, or any other quantity of the business to be made available or mediated |
|  | ハ　一回当たり又は一時間当たりの業務に対する報酬の単価その他の報酬の単価が定められている場合には、その単価(c) where the unit rate of the reward for the business per session or per hour, or any other unit rate of the reward has been specified, the unit rate |
|  | ニ　ロ及びハにより定められるものその他の業務提供利益の計算の方法(d) the methods of calculating the details specified in (b) and (c) or any other business opportunity profits |
|  | ホ　ニに掲げるもののほか、業務提供利益の全部又は一部が支払われないこととなる場合があるときは、その条件(e) beyond what is set forth in (d), when there is a case where the business opportunity profits are not paid in whole or in part, the conditions for the case must be indicated |
|  | ヘ　ニ及びホに掲げるもののほか、業務提供利益の支払の時期及び方法　その他の業務提供利益の支払の条件(f) beyond what is set forth in (d) and (e), the time and method of payment of the business opportunity profits and any other conditions of payment of the business opportunity profits |
| 二　当該業務提供誘引販売取引に伴う特定負担に関する事項(2) Matters concerning the specified burden involved in the business opportunity related sales transactions | イ　商品（施設を利用し及び役務の提供を受ける権利を除く。）の購入については、その購入先、数量、金額、代金の支払の時期及び方法並びに当該商品の引渡しの時期及び方法(a) with regard to purchase of the goods (excluding rights to use a facility or to receive offer of services), the supplier, the quantity, and the purchase amount of the goods, the time and method of payment of the amount, and the time and method of delivery of the goods |
|  | ロ　権利の購入については、その購入先、金額、代金の支払の時期及び方法並びに当該権利の移転の時期及び方法(b) with regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transfer of the rights |
|  | ハ　役務の対価の支払については、その支払先、金額、対価の支払の時期及び方法並びに当該役務の提供の時期及び方法(c) with regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of offering the services |
|  | ニ　取引料の提供については、その提供先、金額、性格並びに提供の時期及び方法(d) with regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee |
|  | ホ　取引料のうち返還されるものがあるときは、その返還の条件(e) where part of the transaction fee is to be reimbursed, the conditions of the reimbursement |
| 三　当該契約の解除に関する事項（法第五十八条第一項から第三項までの規定に関する事項を含む。）(3) Matters concerning cancellation of the contract (including matters concerning the provisions of Article 58, paragraphs (1) through (3) of the Act) | イ　法第五十五条第二項の書面を受領した日から起算して二十日を経過するまでは、業務提供誘引販売取引の相手方は、書面によりその契約の解除を行うことができること。(a) statement that the counterparty of the business opportunity related sales transactions may cancel the contract in writing for a period until 20 days have passed from the date on which the counterparty received the document referred to in Article 55, paragraph (2) of the Act |
|  | ロ　イに記載した事項にかかわらず、業務提供誘引販売取引の相手方が、業務提供誘引販売業を行う者が法第五十二条第一項の規定に違反して業務提供誘引販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は業務提供誘引販売業を行う者が法第五十二条第二項の規定に違反して威迫したことにより困惑し、これらによつて業務提供誘引販売契約の解除を行わなかつた場合には、当該業務提供誘引販売業を行う者が交付した法第五十八条第一項の書面を当該業務提供誘引販売取引の相手方が受領した日から起算して二十日を経過するまでは、当該業務提供誘引販売取引の相手方は、書面によりその契約の解除を行うことができること。(b) statement that, notwithstanding the matter stated in (a), if the counterparty of the business opportunity related sales transactions had not cancelled the contract due to being misled by the act of the person conducting business opportunity related sales of misrepresenting information concerning cancellation of the sales contract for business opportunity in violation of the provisions of Article 52, paragraph (1) of the Act, or due to being disturbed by the act of the person conducting business opportunity related sales of intimidating the counterparty of the business opportunity related sales transactions in violation of the provisions of Article 52, paragraph (2) of the Act, the counterparty of the business opportunity related sales transactions may cancel the contract in writing for a period until 20 days have passed from the date on which the counterparty of the business opportunity related sales transactions received the document referred to in Article 58, paragraph (1) of the Act, which has been issued by the person conducting business opportunity related sales |
|  | ハ　イ又はロの契約の解除があつた場合において、その業務提供誘引販売業を行う者は、業務提供誘引販売取引の相手方に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。(c) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person selling business opportunity may not claim compensation for damages or demand payment of a penalty pertaining to the cancellation of the contract from the counterparty of the business opportunity related sales transactions |
|  | ニ　イ又はロの契約の解除は、業務提供誘引販売取引の相手方が、その契約の解除を行う旨の書面を発した時に、その効力を生ずること。(d) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the counterparty of the business opportunity related sales transactions issues the document stating the intention to cancel the contract |
|  | ホ　イ又はロの契約の解除があつた場合において、その契約に係る商品（施設を利用し及び役務の提供を受ける権利を除く。）の引渡しが既にされているときは、その引取りに要する費用は、その業務提供誘引販売業を行う者の負担とすること。(e) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person selling business opportunity must bear the costs required for taking back any goods (excluding rights to use a facility or to receive an offer for services) already delivered under the contract |
|  | ヘ　イ又はロの契約の解除があつた場合において、当該契約に係る商品の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、業務提供誘引販売業を行う者は、業務提供誘引販売取引の相手方に対し、速やかに、その全額を返還すること。(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the charge for the goods or the consideration for the services pertaining to the contract has already been paid, or if a transaction fee has already been provided, the person selling business opportunity must promptly return the full amount to the counterparty of the business opportunity related sales transactions |

３　書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(3) The paperwork must indicate that a person must read through its contents very carefully, in red letters within the red frame.

４　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(4) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

５　書面に記載するに際し、第二項の表第三号の下欄に掲げる内容については赤枠の中に赤字で記載しなければならない。

(5) When providing the information in the paperwork, the details prescribed in the lower column of table (3) referred to in paragraph (2) must be provided in red letters within the red frame.

（業務提供誘引販売取引における禁止行為）

(Prohibited Acts in Business Opportunity Sales Transactions)

第四十六条　法第五十六条第四号の経済産業省令で定める行為は、次の各号に掲げるものとする。

Article 46 Acts specified by Order of the Ministry of Economy, Trade and Industry referred to in Article 56, item (iv) of the Act are acts prescribed in the following items:

一　業務提供誘引販売業に係る業務提供誘引販売取引についての契約（その業務提供誘引販売業に関して提供され、又はあつせんされる業務を事業所その他これに類似する施設によらないで行う個人との契約に限る。以下この条において同じ。）について迷惑を覚えさせるような仕方で解除を妨げること。

(i) an act of preventing a person from cancelling a contract for sales transactions related to business opportunity pertaining to the sales of business opportunity (limited to a contract with an individual who conducts business offered or mediated related to the sales of business opportunity at a place other than a place of business or other facility similar to this; the same applies hereinafter in this Article) in ways that make the person feel annoyed;

二　未成年者その他の者の判断力の不足に乗じ、業務提供誘引販売業に係る業務提供誘引販売取引についての契約を締結させること。

(ii) an act of forcing a minor or other person to conclude a contract for sale of business opportunity pertaining to the sales of business opportunity, by taking advantage of the impaired judgment of the minor or other person;

三　業務提供誘引販売取引の相手方の知識、経験及び財産の状況に照らして不適当と認められる勧誘を行うこと。

(iii) an act of soliciting a contract that is deemed inappropriate in light of the knowledge, experience, and asset situation of the counterparty to the sales transaction related to business opportunity; and

四　業務提供誘引販売業に係る業務提供誘引販売取引についての契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(iv) an act of forcing the counterparty to provide false information concerning age, occupation, or other information in the paperwork pertaining to the contract, when concluding the sales contract for business opportunity pertaining to the sale of business opportunity.

（業務提供誘引販売契約の解除の妨害後の書面の交付）

(Providing Paperwork after Cancellation of Sales Contracts for Business Opportunities is Prevented)

第四十六条の二　法第五十八条第一項の書面には、次に掲げる事項を記載しなければならない。

Article 46-2 (1) The paperwork referred to in Article 58, paragraph (1) of the Act must provide the following information:

一　業務提供誘引販売取引についての契約の内容

(i) details of the contract for sales transactions related to business opportunity;

二　法第五十八条第一項の規定に基づき、当該書面を受領した日から起算して二十日を経過するまでは、書面により業務提供誘引販売取引についての契約の解除を行うことができること。

(ii) a statement that the counterparty may cancel the contract for sales transaction related to business opportunity in writing within 20 days from the date on which the counterparty receives the paperwork pursuant to the provisions of Article 58, paragraph (1) of the Act;

三　法第五十八条第二項及び第三項の規定に関する事項

(iii) particulars concerning the provisions of Article 58, paragraphs (2) and (3) of the Act;

四　業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(iv) the name, address, and telephone number of the person that sells business opportunity, and if the person is the juridical person; the name of its representative;

五　当該業務提供誘引販売業に係る業務提供誘引販売取引についての契約の締結を担当した者の氏名

(v) the name of the person who concludes the contract for sales transactions relatred to business opportunity pertaining to the sale of business opportunity; and

六　契約年月日

(vi) the date of the contract.

２　書面には日本工業規格Ｚ八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(2) The paperwork must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

３　書面に記載するに際し、第一項第二号及び同項第三号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(3) When providing the information in the paperwork, the details prescribed in paragraph (1), items (ii) and (iii) must be described in red letters within the red frame.

４　前三項の規定により交付する書面は、様式第四によること。

(4) The paperwork provided pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 4.

５　業務提供誘引販売業を行う者は、法第五十八条第一項の書面を業務提供誘引販売取引の相手方に交付した際には、直ちに業務提供誘引販売取引の相手方が当該書面を見ていることを確認した上で、第一項第二号及び同項第三号に掲げる内容について業務提供誘引販売取引の相手方に告げなければならない。

(5) When a person selling business opportunity provides the paperwork referred to in Article 58, paragraph (1) of the Act to the counterparty to the sales transaction related to business opportunity, that person must immediately inform the counterparty to the sales transaction related to business opportunity of the details prescribed in paragraph (1), items (ii) and (iii) after confirming that the counterparty to the sales transaction related to business opportunity has read through the paperwork.

第五章　雑則

Chapter V Miscellaneous Provisions

（主務大臣に対する申出の手続き）

(Procedure for Making Proposals to the Competent Minister)

第四十七条　法第六十条第一項の規定により主務大臣に対して申出をしようとする者は、次の事項を記載した申出書を提出しなければならない。

Article 47 (1) A person who intends to make a proposal to the competent minister pursuant to the provisions of Article 60, paragraph (1) of the Act must submit a written proposal including the following information:

一　申出人の氏名又は名称及び住所

(i) the name and address of the person making the proposal;

二　申出に係る取引の態様

(ii) the mode of transactions pertaining to the proposal;

三　申出の趣旨

(iii) purport of the proposal; and

四　その他参考となる事項

(iv) any other information for references.

２　前項の規定により提出する申出書は、様式第五によること。

(2) The written proposal submitted pursuant to the provisions of preceding paragraph must be submitted in accordance with Form 5.

様式第一（第七条の二及び第二十三条の二関係）

Form 1 (Re: Article 7-2 and Article 23-2)

様式第二（第三十一条の二関係）

Form 2 (Re: Article 31-2)

様式第三（第三十九条の二関係）

Form 3 (Re: Article 39-2)

様式第四（第四十六条の二関係）

Form 4 (Re: Article 46-2)

様式第五（第四十七条関係）

Form 5 (Re: Article 47)